

NOTICE OF OPEN MEETING

Posted 5:00 p.m., Friday, February 16, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, February 20, 2024 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. February 6, 2024 Open Session Council Minutes
2. Bill No. 2024-08: Flynn Drilling Company, Inc.
3. Bill No. 2024-09: Superion Newton County Public Safety Software
4. Bill No. 2024-10: Change Order for MoDOT 21-096A-2 Airport T-Hanger
5. Bill No. 2024-11: Contract with CSG for All Irrigation Water Intake Repairs-Golf Course

UNFINISHED BUSINESS

1. Bill No. 2024-05: Contract with Jimmy Smith Landscaping for Cemetery Grounds Maintenance
2. Bill No. 2024-06: Contract with Maxim Golf for the Managing Services of the Neosho Golf Course
3. Bill No 2024-07: FY24 Budget Amendment

VISITOR'S BUSINESS

1. Ira Markum - RV Zoning
2. Matthew Ezell - Harrassment Complaint

BIDS

1. Crowder Reservoir Washout and Access Lid Repair

NEW BUSINESS

1. Bill No. 2024-13: Dangerous Buildings Ordinance Changes
2. Bill No. 2024-14: Republic Dumpster Agreement
3. Resolution Bill No. 2024-05: Bank Signatory Approval of Golf Management Bank Account

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4. Resolution Bill No. 2024-06: 331 Robinson Street Real Estate Purchase
5. Resolution Bill No. 2024-07: 303 North Wood Street Real Estate Purchase
6. Resolution Bill No. 2024-08: MOU for NSD and City of Neosho for Demolition Project
7. Resolution Bill No. 2024-09: Neosho Police / Joplin Police Mutual Aid Agreement
8. Amendment to Electric Service Agreement with Liberty Utilities
9. NLC- Service Line Customer Warranty Letter
10. 1420 N Business 49 Voluntary Annexation Request
11. Air Force T-37 static display aircraft agreement
12. Huey Helicopter "Annual Certification of Army Materiel Status" renewal

REPORT OF CITY OFFICERS

1. Finance Report - January
2. Annual Safety Evaluation

CLOSED SESSION

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

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
February 6, 2024 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Mark Taylor 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:

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

COUNCIL ABSENT:

None were absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Collinsworth made a motion to Approve the Consent Agenda

January 16, 2024 Open Session Council Minutes

Bill No. 2024-01

Bill No. 2024-02

Bill No. 2024-03

Bill No. 2024-04;

Councilwoman Humphrey seconded.

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Roll call vote:

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

Mark Taylor updated the council on the community Christmas Dinner at the Civic Center and thanked the council for the use of the facility.

BIDS

Irrigation Water Intake Repair

City Manager Kennedy addressed the city council stating that the purpose of this agenda item is to seek council's approval for the repairs needed to the golf course irrigation water intake. Bids were sent out by staff and two bids were received back, as follows:

Construction Services Group (CSG) \$34,301.00

Ground Up Services \$87,000.00

Councilman Collinsworth made a motion to Approve the bid from CSG in the amount of \$34,301.00; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Fairway Mower

City Manager Kennedy stated that after council approved the first reading of the contract with Maxim Management company for the Neosho Golf Course, it was decided that the course does not need this piece of equipment.

There was no motion to approve the bids for the fairway mowers, the bids are rejected due to lack of motion for approval.

Recycle Center Forklift

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Public Works Director Siler addressed the council stating that the forklift at the recycle center is a chinese brand forklift that has proven very difficult to find parts for it. Staff sent out bids for a new forklift and received four bids back, as follows:

B&H Industrial Service (Clark Forklift GTS 25) \$29,970.00

Crown Lift Trucks (Crown C5P1050-50) \$42,265.50

Octane Forklifts, Inc. (Octane FL25) \$46,070.00

Wiese USA (Wiese GP25) \$36,249.00

Councilwoman Thomas made a motion to Approve the bid from B&H Industrial Services in the amount of \$29,970.00; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2024-05: Contract with Jimmy Smith Landscaping for Cemetery Grounds Maintenance

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Jimmy Smith d/b/a Jimmy Smith Landscaping, for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-05 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-05; Councilman Collinsworth seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to move forward with the company that was approved for the lawn maintenance at the Neosho IOOF Cemetery. This contract is in the amount of \$108,000.00.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-06: Contract with Maxim Golf for the Managing Services of the Neosho Golf Course

AN ORDINANCE authorizing the City of Neosho to enter into an Agreement with Maxim Golf, LLC, a Missouri Limited Liability Company, for the purpose of providing management and promotional services of

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the Neosho Golf Course with payment of said services based on revenues generated; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-06 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-06; Councilman Workman seconded.

City Manager Kennedy addressed the city council stating that this a red-lined version of the contract that staff are still working with Maxim Management on finalizing.

City Attorney Snyder explained the issues that are holding up the contract.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No 2024-07: FY24 Budget Amendment

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024.

Attorney Snyder read Bill No. 2024-07 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-07; Councilman Workman seconded.

Finance Director Forest addressed the city council and went over the budget amendment presented to council.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-08: Flynn Drilling Company, Inc.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for consulting and inspection services with Flynn Drilling Company, Inc., a Missouri Corporation, for the purpose of providing annual inspections and routine maintenance service of the City's water system pump equipment for the not to exceed price of Three Hundred Twenty-five and 00/100 Dollars (\$325.00) per pump; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-08 in title only.

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Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-08; Councilwoman Robinson seconded.

Alliance Water Resources Manager, Ken Brady, addressed the city council stating that the purpose of this agenda item is to seek approval for the agreement for inspections services with Flynn Drilling for annual inspections of the city wells. This company would conduct annual inspections of municipalities for equipment related to wells. They provide condition reports and maintenance needs as a part of this agreement.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-09: Superion Newton County Public Safety Software

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Memorandum of Understanding and Agreement with Newton County of the State of Missouri, for the purpose of providing access and use to Superion's Newton County Public Safety and Law Enforcement Software for use by the Neosho Fire Department for use in fire protection services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-09 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-09; Councilman Workman seconded.

Fire Chief Houk addressed council requesting approval for the MOU with Newton County Central Dispatch to switch software used in city fire trucks that will work with the dispatch system.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-10: Change Order for MoDOT 21-096A-2 Airport T-Hanger

AN ORDINANCE of the City of Neosho authorizing Change Order No. 2 for an Agreement for Construction Services with Emery Sapp & Sons, Inc., a Missouri Corporation for cost underrun in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars (\$2,500.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-10 in title only.

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Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-10; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed council stating that this item is a change order to MoDOT Grant 21-096A-2 for the Airport T-Hangers. This is for a cost over run of \$2,500.00. This over run is for seeding the disturbed area around the taxiway.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-11: Contract with CSG for All Irrigation Water Intake Repairs-Golf Course

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, d/b/a Construction Services Group, a Missouri Limited Liability Company, for the purpose of providing construction services related to Neosho Golf Course irrigation water intake repair for the not to exceed price of Thirty-Four Thousand Three Hundred one and 00/100 Dollars (\$34,301.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-11 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-11; Councilman Cobb seconded.

City Manager Kennedy addressed council stating that this is the contract with CSG for the repairs to all irrigation water intake at the Neosho Golf Course as approved earlier in the meeting.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-04: Blight for 224 N Washington St (Schaffer Building).

A RESOLUTION of the City of Neosho, Missouri declaring 224 North Washington Street as a blighted area and structure.

Attorney Snyder read Resolution Bill No. 2024-04 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-04; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the council stating that this is to declare the structure at 224 N. Washington Street blighted, also known as the Shaffer Building. This structure was purchased by the city

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with the intention of demolishing it and reusing the location.

Roll call vote:

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

No: None

Abstain: None

Passed.

NLC - Service Line Warranty Customer Letter

Finance Director Forest addressed the council stating that on January 16, 2024, Resolution 2024-02 was approved by the Council, agreeing to allow Utility Service Partners Private Label, Inc d/b/a Service Line Warranties of America to offer their warranty program to residential customers.

Discussion was held and the consensus of council was to change the letter with revisions to not show the city as the entity promoting this service.

Region M Grant Application

Public Works Director Siler addressed the council stating that this is the application to apply for the Region M Grant for the Recycle Center.

Councilwoman Robinson made a motion to Approve the Region M Grant Application; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Request to Waive Section for Vendor Event

City Manager Kennedy addressed the city council regarding a request from Nighthawk Gallery to have an event February 10, 2024. This would be a request to waive the peddler's license for this event.

Mayor Davidson made a motion to Approve the waiving of City Code Section 615 for this event.; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

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REPORT OF CITY OFFICERS

Mayor Davidson asked about the airport lighting status and staff member Leavens gave an update. The lighting of 200 feet had to be purchased and shipped from England and will be here February 14th.

City Manager Kennedy announced that Finance Director, Leslie Forest, got her CGFM certification last week.

City Manager Kennedy gave a Hammer Road and 86 Highway update regarding the roundabout.

City Manager Kennedy asked for council direction regarding city social media posts. Council directed the city manager to bring back a policy for council approval with a consensus of council stating to turn off comments.

Revisions to Parks/Golf

Parks and Recreation Director Balls addressed the city council stating that staff has reached out to an entity to show possible plans for a water park. These plans were shown to the council and the public as a possibility for this area.

By a consensus of council to move forward with this project.

Banners Downtown

City Manager Kennedy would like guidance on the banner poles downtown owned by the city and whether council would like to allow other entities to use these for events.

By a consensus of the council to bring back a policy for a banner policy to beautify the city.

CLOSED SESSION

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson closed the open session at 8:26 p.m.

Mayor Davidson reconvened open session at 10:07 p.m. and announced that two votes were taken.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the February 6, 2024 Council Meeting at 10:08 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: February 6, 2024

ITEM: Bill No. 2024-08: Flynn Drilling Company, Inc.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-08 Contract with Flynn Drilling for Pump Inspections
 2. Flynn Drilling Co. Contract
-

PURPOSE:

To enter into an agreement for inspections services with Flynn Drilling for annual inspections of our city wells.

BACKGROUND:

Flynn Drilling conducts annual inspections of municipalities for equipment related to wells. They provide condition reports and maintenance needs as a part of this agreement.

RECOMMENDATION:

To approve the contract with Flynn Drilling and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for consulting and inspection services with Flynn Drilling Company, Inc., a Missouri Corporation, for the purpose of providing annual inspections and routine maintenance service of the City's water system pump equipment for the not to exceed price of Three Hundred Twenty-five and 00/100 Dollars (\$325.00) per pump; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for consulting and inspection services by and between the City of Neosho, Missouri, and Flynn Drilling Company, Inc., a Missouri Corporation, for the purpose of providing annual inspections and routine maintenance service of the City's water system pump equipment for the not to exceed price of Three Hundred Twenty-five and 00/100 Dollars (\$325.00) per pump; 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 _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this 31st day of January, 2024 ("the Effective Date"), by and between the City of Neosho, Missouri (hereinafter "City"), and Flynn Drilling Co., a Missouri Corporation (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 annual inspections and routine maintenance service of the City's water system pump equipment; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing annual inspections and routine maintenance service of the City's water system pump equipment; and

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 will begin on the Effective Date and end on December 31, 2024, unless terminated sooner as provided herein. However, the indemnification requirements of paragraph 14 and warranty provisions of paragraph 22 will survive termination of this Agreement. This Agreement will automatically renew each calendar year, unless terminated as provided for herein.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services to include inspection and performance of routine service on pumping equipment to assure that inspected equipment is within reasonable operational condition when compared to the same equipment's original performance standards. Such inspections will be limited to performance evaluation of the pump, motor, motor control system, electrical power supply, water level indicators, check valves and packing or seals.

a) Inspections of equipment shall include Contractor's determination of pump output (gpm), pressure, and shut-off head. Such determination will be based on a comparison to the original design parameters and historical data to evaluate the condition of the pump on the basis of performance. The electrical supply and motor will be evaluated through the measurement of voltage, amperage and a megger check (insulation test) to determine its condition. Such data and information will be compared to design parameters and historical data to evaluate the performance of the electrical components in the pumping system. The motor control section will be operated to verify performance and identify potential operation or maintenance problems. Terminal connections will be checked for arcing and cleaned and tightened if necessary.

b) Routine service of equipment shall include inspections and adjustments of seals or packing, automatic oilers, screens and vents, thermal overloads, motor protection equipment, line shaft impeller positioning, check valve integrity, electrical terminal cleaning and adjustment, lubrication of bearings and any and all other components as reasonably required for proper service.

c) Reports shall be delivered by Contractor to City after each system inspection to provide a comprehensive detail of findings of inspection and evaluation. The report shall also indicate any recommendations from the Contractor regarding preventive and corrective maintenance necessary for the City's pumping equipment. Reports shall describe the conditions observed on the time and date of the inspection only. Such inspection does not guarantee the continued satisfactory operation of the pumping equipment and related components.

d) The Contractor shall provide any and all specialized services and repairs necessary to the City's pumping equipment during the term of this Agreement. The costs of any required corrective maintenance will be billed at a rate equal to the usual customary rate charged by Contractor for the same or similar services, less ten percent (10%) along with the costs of necessary components at competitive component pricing based on industry compared pricing for said components at the time of service and six (6) months prior to said service. Such services shall be provided by Contractor to City at a priority status and within 24 hours of notification by City of the need for such services the Contractor shall have service representatives on-site.

3. Costs and Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor an annual base fee of THREE HUNDRED TWENTY-FIVE and 00/100 Dollars (\$325.00) per pump with this rate to remain the same for three (3) years from date of this Agreement and any adjustment thereafter to be subject to annual adjustments not to exceed five percent (5%) per year. Contractor will provide all labor, materials, and equipment subject to costs of corrective maintenance as described above in paragraph 2.(d).

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 Agreement.

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. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

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/sovimunity.php>)

16. 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.

17. 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.

18. 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 or Contractor may terminate this Agreement, without cause, by giving thirty (30) days' written notice of the same.

19. 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.

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

21. 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.

22. Warranty. In addition to any other warranties in this Agreement, specifically any manufacturer/dealer warranty on parts and labor, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of

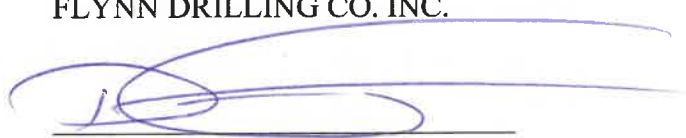
this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI

FLYNN DRILLING CO. INC.

Richard Davidson, Mayor



authorized representative

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: February 6, 2024

ITEM: Bill No. 2024-09: Superion Newton County Public Safety Software

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2024-09 MOU w Newton County for Superion Software 2024
 2. MOU for Superion Software - Newton County Dispatch
-

PURPOSE:

The purpose of this Agenda item is to get approval for an MOU with Newton County Central Dispatch.

BACKGROUND:

A year ago, we had computers placed in our fire trucks, so we could receive dispatch information as well and mapping to help us while responding to calls. The software that dispatch had purchased and planned for all Newton County fire departments to us is not working with our computers in our trucks. We need to switch software and begin using the MDT software that law enforcement in Newton County is using. It has proven to work all over the county, and is reliable. Currently, the software we are using is very unreliable, and seldom works. I am asking the Council's permission to approve the MOU with Newton County CDC, so we can begin using software that will work for my department.

RECOMMENDATION:

Staff recommends approval of the MOU, and the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Memorandum of Understanding and Agreement with Newton County of the State of Missouri, for the purpose of providing access and use to Superior's Newton County Public Safety and Law Enforcement Software for use by the Neosho Fire Department for use in fire protection services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Memorandum of Understanding ("MOU") by and between the City of Neosho and Newton County, Missouri, for the purpose of providing access and use to Superior's Public Safety and Law Enforcement Software for use by the Neosho Fire Department for use in fire protection services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said MOU 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 _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

MEMORANDUM OF UNDERSTANDING (MOU)

SUPERION-Newton County Public Safety and Law Enforcement Software

Between Newton County and City of Neosho (Neosho Fire Department)

This is an agreement between Newton County and the City of Neosho. This agreement will be in effect as long as above mentioned Superion software is utilized.

I. Purpose and Scope

The purpose of this MOU is to clearly identify the following cost: Beginning in 2024 and forward, annual maintenance cost of approximately \$800 for access by the Neosho Fire Department. The annual maintenance cost is subject to a CPI or 3% cap increase annually.

I. Newton County RESPONSIBILITIES UNDER THIS MOU

Newton County shall undertake the following activities:

- Newton County will make available and maintain the host server and application.
- Newton County will not be responsible for any 3rd party hardware, software, or maintenance.
- If the City of Neosho does not submit annual maintenance amount due by March 1st of each year, Newton County will remove access to the system.

II. City of Neosho RESPONSIBILITIES UNDER THIS MOU

City of Neosho shall undertake the following activities:

- City of Neosho will be responsible for making subsequent year maintenance cost payments, if they desire NFD to participate in usage of the system.
- City of Neosho shall submit annual maintenance amount by March 1st of each year, otherwise Newton County will remove access to the system.
- City of Neosho will be responsible for all 3rd party hardware, software, and maintenance.

III. Effective Date and Signature

This MOU shall be in effect upon the signatures of Newton County and City of Neosho authorized officials. The organizations indicate agreement with this MOU by their signatures.

FOR NEWTON COUNTY:



Daniel Swem
Presiding Commissioner

12-7-23

Date

FOR CITY OF NEOSHO:

Richard Davidson
City of Neosho Mayor

Date

REQUESTED COUNCIL MEETING DATE: February 6, 2024

ITEM: Bill No. 2024-10: Change Order for MoDOT 21-096A-2 Airport T-Hanger

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-10 Ch Ord 2- K w Emery Sapps Sons RE airport t-hangar taxilane
 2. Change Order #2 - Neosho MO - ESS - Signed
-

PURPOSE:

The purpose of this item is to gain the council's approval for the mayor to sign a change in order for the contract to construct taxiways.

BACKGROUND:

This ordinance authorizes change order no. 2 for an Agreement for Construction Services with Emery Sapp & Sons, Inc., cost over run in the amount of \$2,500.00 and authorizing the Mayor to execute the same by and on behalf of the City of Neosho. This over run is for seeding the disturbed are around the taxiway.

RECOMMENDATION:

Staff recommends the council approve the mayor's signature.

AN ORDINANCE of the City of Neosho authorizing Change Order No. 2 for an Agreement for Construction Services with Emery Sapp & Sons, Inc., a Missouri Corporation for cost underrun in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars (\$2,500.00) 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 City of Neosho and Emery Sapp & Sons, Inc., a Missouri Corporation entered an Agreement for Construction Services for the purpose of constructing a t-hangar taxilane at the Neosho Hugh Robinson Airport and that Change Order #2 for cost underrun in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), 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 and Change Order #2 by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: February 6, 2024

ITEM: Bill No. 2024-11: Contract with CSG for All Irrigation Water Intake Repairs-Golf Course

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2024-11 Contract with Marion Co. Const Serv Group- Golf Irrigation
 2. Agreement Neosho and Marion Co - Golf Course Irrigation
-

PURPOSE:

Awarding services as bid out for the golf course intake structure.

BACKGROUND:

The intake structure supplies water to the irrigation system for the entire golf course. Over the years, the intake structure has deteriorated and needs rebuilding. Also, the area around the structure needs dredging, and the lake banks need redesigning.

The city sent out bids for rebuilding the intake structure and rebuilding the banks of the pond. We received a bid from CSG in the amount of \$34,301.00.

This was the only bid received.

RECOMMENDATION:

To accept the bid for CSG in the amount of \$34,301.00 and authorize the Mayor to execute the contract.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, d/b/a Construction Services Group, a Missouri Limited Liability Company, for the purpose of providing construction services related to Neosho Golf Course irrigation water intake repair for the not to exceed price of Thirty-Four Thousand Three Hundred one and 00/100 Dollars (\$34,301.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Marion Company, LLC, d/b/a Construction Services Group, a Missouri Limited Liability Company, for the purpose of providing construction services related to Neosho Golf Course irrigation water intake repair for the not to exceed price of Thirty-Four Thousand Three Hundred one and 00/100 Dollars (\$34,301.00), including repair of No. 16 Fairway and replacement cart path, 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 February, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

THIS AGREEMENT, made this ____ day of _____, 2024, by and between CITY OF NEOSHO, MISSOURI hereinafter called "OWNER" and MARION COMPANY, LLC, doing business as a CONSTRUCTION SERVICES GROUP, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Neosho Golf Course irrigation water intake repair, including repair of No. 16 Fairway and replacement cart path.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete same within **90** consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of THIRTY FOUR THOUSAND THREE HUNDRED ONE & 00/100 DOLLARS (\$34,301.00), or as shown in the BID Schedule, including Alternate Bid Items.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation\Advertisement to Bid
 - (B) Instruction to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) General Conditions of the Contract
 - (G) Supplemental General Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice of Award
 - (K) Notice to Proceed
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Bid Specifications.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in **three (3)** counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:

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ATTEST:

City of Neosho, Missouri

Cheyenne Wright

By: _____

City Clerk

Name: Richard Davidson

Title: Mayor

(SEAL)

ATTEST:

CONTRACTOR:

Marion Company, LLC.

Name (Please Type)

By: _____
Tyler Marion

Title

Address

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Bill No. 2024-05: Contract with Jimmy Smith Landscaping for Cemetery Grounds Maintenance

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2024-05 Contract with Jimmy Smith Landscaping for Cemetery Grounds Maintenance
 2. Exhibit A and B
 3. Bill No. 2024-05 Jimmy's Landscaping RE IOOF cemetery lawn and landscaping services 2024_Amended
 4. CON - Smilin Smith - Jimmy Smith Landscaping K RE IOOF cemetery lawn and landscaping services 2024-revised
 5. Monthly Payment Plan_Cemetery Contract
-

PURPOSE:

To seek council's approval of the contract between the city and Jimmy Smith Landscaping for the IOOF Cemetery grounds maintenance.

BACKGROUND:

During the January 16th council meeting, council approved the bid from Jimmy Smith's Landscaping for maintaining the grounds and the Neosho IOOF Cemetery. The contract is in the amount of \$108,000. This will include monthly mowing, as well as mulching of leaves and picking up of fallen limbs, as discussed with Mr. Smith.

RECOMMENDATION:

Staff recommends approval of the contract with Jimmy Smith Landscaping under Bill No. 2024-05.

REQUESTED COUNCIL MEETING DATE: February 6, 2024

ITEM: Bill No. 2024-05: Contract with Jimmy Smith Landscaping for Cemetery Grounds Maintenance

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2024-05 Jimmy's Landscaping RE IOOF cemetery lawn and landscaping services 2024
 2. CON - Jimmy Smith Landscaping K RE IOOF cemetery lawn and landscaping services 2024
-

PURPOSE:

To seek council's approval of the contract between the city and Jimmy Smith Landscaping for the IOOF Cemetery grounds maintenance.

BACKGROUND:

During the January 16th council meeting, council approved the bid from Jimmy Smith's Landscaping for maintaining the grounds and the Neosho IOOF Cemetery. The contract is in the amount of \$108,000. This will include monthly mowing, as well as mulching of leaves and picking up of fallen limbs, as discussed with Mr. Smith.

RECOMMENDATION:

Staff recommends approval of the contract with Jimmy Smith Landscaping under Bill No. 2024-05.

COUNCIL BILL NO. 2024-05

ORDINANCE NO. 484-2024

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Jimmy Smith d/b/a Jimmy Smith Landscaping, for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00); 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 Jimmy Smith d/b/a Jimmy Smith Landscaping for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00), 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 _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of February 2024 (“the Effective Date”), by and between the City of Neosho, Missouri (hereinafter “City”), and Jimmy Smith, d/b/a Jimmy Smith 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 One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00) – full amount of contract – as follows. Contractor shall be paid in monthly installments of Nine Thousand and 00/100 Dollars (\$9,000.00). 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. Contractor 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/sovimunity.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

Jimmy Smith Landscaping
ATTN: Jimmy Smith
[REDACTED]
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.

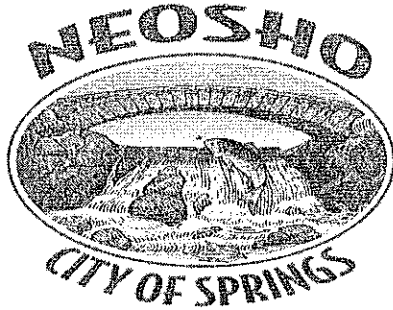
CITY OF NEOSHO, MISSOURI

Richard Davidson, Mayor

Jimmy Smith,
d/b/a Jimmy Smith Landscaping

ATTEST:

Cheyenne Wright, City Clerk



City of Neosho

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

November 27, 2023

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until Tuesday, January 9, 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: Lawn Care at the Neosho IOOF Cemetery

Please label the envelope: Lawn Care at the Neosho IOOF Cemetery Bid Opening January 9, 2023 @10:00 a.m.

The bid packet is for the maintenance and mowing of the City of Neosho IOOF Cemetery with a three-year contract. This will include mowing all 31 acres, trimming around trees, shrubs, headstones and buildings.

You must have at least five years' experience performing lawn care for other cemeteries and provide at least three references from area cemeteries.

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

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

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

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

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the

inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury 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."

*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

SPECIFICATIONS

The bid packet is for the maintenance and mowing of the City of Neosho IOOF Cemetery. This will include mowing all 31 acres and trimming around trees, shrubs, headstones, and buildings.

You must have at least five years' experience performing lawn care for other cemeteries and provide at least three references from area cemeteries.

BID FORM

Description: (To be completed by bidding party)

ON behalf of Jimmy Smith Landscaping, We ARE Submitting A bid for 100% Cemetery for Mowing Maintenance and upkeep. We WILL offer this service in Exchange for \$ 108,000.00 Per Year for the duration of a 3 year contract. Refer to enclosed document for Specific Services Offered.

Thank you for your consideration
Jimmy Smith

References:

Name: Mike West Number: 417-850-7777

Cemetery: _____

Name: Tom Workman Number: 417-592-4063

^{Prior-}
Cemetery: PARKS Superintendent 312-3504

Name: Charles Collinsworth Number: 417-592-1206

Cemetery: _____

Richard Davidson

417-312-0909

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

COMPANY: Jimmy Smith Landscaping

BY: Jimmy Smith

Bid Description: City of Neosho IOOF Cemetery Maintenance and Mowing Services

Introduction: Jimmy Smith Landscaping is pleased to submit this bid for the maintenance and mowing of the City of Neosho IOOF Cemetery. With three years of experience in maintaining large cemeteries in Indianapolis, totaling approximately 45 acres, I am confident in my ability to provide exceptional lawn care services that meet and exceed your expectations.

Scope of Work: This comprehensive bid includes the following services for the 31-acre IOOF Cemetery:

1. Mowing:

- Regular and systematic mowing of all 31 acres to maintain a well-groomed appearance.
- Precision mowing around trees, shrubs, headstones, and buildings to ensure a neat and professional landscape.

2. Trimming:

- Detailed trimming around trees, shrubs, and other landscape features to enhance the overall aesthetic appeal.
- Careful trimming around headstones to maintain a respectful and tidy appearance.

3. Weed Eating:

- Thorough weed eating to eliminate any overgrowth and maintain defined boundaries.

4. Tree Trimming:

- Pruning and trimming of trees as needed to promote healthy growth and maintain a safe environment.

5. Debris Removal:

- Regular removal of debris, leaves, and any litter to keep the cemetery grounds clean and well-maintained.

6. Aesthetic Maintenance:

- Dedication to ensuring the IOOF Cemetery looks its absolute best at all times.
- Proactive measures to address any issues and maintain a dignified and peaceful atmosphere.

Experience: My track record is proven, with three years of successful experience in maintaining large Catholic and Jewish cemeteries in Indianapolis, as well as having spent the bulk of my career performing lawn care and maintenance, with a commitment to excellence and attention to detail. My dedication has consistently resulted in beautifully maintained landscapes which will certainly honor the dignified appearance that is required of these sacred spaces.

Conclusion: Jimmy Smith Landscaping is dedicated to delivering high-quality lawn care and maintenance services to the City of Neosho IOOF Cemetery. I understand the importance of preserving the sanctity of this space, and my experienced team is ready to ensure the cemetery remains a place of peace and tranquility.

Thank you for considering this bid, and I look forward to the opportunity to contribute to the care of the IOOF Cemetery.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Smilin Smith Lawn Care, LLC, d/b/a Jimmy Smith Landscaping, for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00); 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 Smilin Smith Lawn Care, LLC, d/b/a Jimmy Smith Landscaping for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00), 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 _____, 2024, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this ____ day of February 2024 (“the Effective Date”), by and between the City of Neosho, Missouri (hereinafter “City”), and Jimmy Smith, d/b/a Smilin’ Smith Lawn Care, LLC (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 **March 1, 2024 to February 28, 2028**, 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. Contractor shall mulch leaves and remove limbs, per bid submitted. (Exhibit A)
- e. City and Contractor may agree to additional services as herein provided.

f. Contractor may use the Cemetery Shop Building for storage of materials and equipment. However, the Contractor agrees to release and hold the City harmless in any event that any materials and equipment belonging to Contractor but stored at the Cemetery Shop Building would be damaged or stolen. Furthermore, Contractor agrees that in the event any materials would become damaged or stolen, Contractor agrees that the provisions under paragraph 14. Indemnification shall control and bind Contractor.

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 the annual amount of One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00) – full amount of contract – as follows. Contractor shall be paid in monthly installments of Nine Thousand and 00/100 Dollars (\$9,000.00)/pursuant to the monthly pay schedule as described in the Pay Schedule, attached hereto and incorporated by reference as Exhibit "C." 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. Venue for litigation between the parties shall be 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. Contractor 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/sovimunity.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

Smilin Smith Lawn Care, LLC
ATTN: Jimmy Smith
810 Wornall St.
Neosho, MO 64850-2078

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 affected 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

SMILIN SMITH LAWN CARE, LLC

Richard Davidson, Mayor

Jimmy Smith, Member

ATTEST:

Cheyenne Wright, City Clerk

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Bid:													
108000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	9000	108000
	78%	50%	50%	50%	50%	111%	111%	150%	150%	150%	150%	100%	
	7000	4500	4500	4500	4500	10000	10000	13500	13500	13500	13500	9000	108000

REQUESTED COUNCIL MEETING DATE: February 6, 2024

ITEM: Bill No. 2024-06: Contract with Maxim Golf for the Managing Services of the Neosho Golf Course

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2024-06 agreement w Maxim Golf mang of Golf Course
 2. Maxim Contract for Services - 2024-Redline Accepted Draft
-

PURPOSE:

To approve the contract with Maxim Golf for management of the Neosho Golf Course.

BACKGROUND:

The City of Neosho sought bids for a management company to operate a municipal-owned golf course. The city received 3 bids and council approved the bid for Maxim Golf. This contract details the cooperative agreement between the two entities.

RECOMMENDATION:

To approve the contract as submitted and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho to enter into an Agreement with Maxim Golf, LLC, a Missouri Limited Liability Company, for the purpose of providing management and promotional services of the Neosho Golf Course with payment of said services based on revenues generated; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho and Maxim Golf, LLC, a Missouri Limited Liability Company, for the purpose of providing management and promotional services of the Neosho Golf Course with payment of said services based on revenues generated, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

PERSONAL SERVICES AGREEMENT

For the Management of

Neosho Golf Course

This PERSONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 1st day of March, 2024 by and between the City of Neosho, MO ("Owner"), and Maxim Golf, LLC, a Missouri limited liability company, ("Maxim").

Recitals

A. Owner desires to promote and provide for the management of Neosho Golf Course, including, but not limited to, golf course, clubhouse, pro shop, maintenance building, driving range, grounds, and appurtenances (singularly referred to as "Facility" or collectively referred to as "Facilities").

B. Maxim is a professional golf course, bowling, entertainment, and recreation management company whose principals have experience and expertise related to golf course, and recreation management and promotion.

C. Owner desires to retain Maxim to manage and operate the Facilities on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT. The standard term of this Agreement shall begin 12:00 a.m. on March 1st, 2024 (the "Start Date") and end at 11:59 p.m. on February 28th, 2029, subject to the termination provisions stated herein. If, on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed and Contingent Management Fees, then this Agreement shall be extended for an additional (one) year, and all terms and conditions of this Agreement between Owner and Maxim, other than the terms and conditions set forth in paragraph 7.c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of this Agreement exceed six (6) years. This Agreement is specifically conditioned upon an annual appropriation by Owner and in the event that the Owner shall, in its sole and exclusive discretion, determine not to make an annual appropriation of funds necessary for this Agreement, then this Agreement shall terminate and be null and void as of the last day of the year for which the golf course operation was funded. In the event Owner fails to approve appropriation of funds provided for in this Agreement for any year, Owner will pay Maxim the applicable Monthly Management Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement. In the event that the Owner shall enter into a written contract with another to sell the Facilities or the real estate upon which the Facilities are located, then Owners shall give Maxim notice of the same and the intended date of Closing within 7 calendar days of its complete execution and this Agreement shall terminate upon the Closing of the Sale of the Golf Facility or the property upon which the golf course is located. In this event there shall be no payment of termination or cancellation fees, only liability for fees earned for services performed prior to termination. In the event that a determination is made by the Owner to discontinue its ownership of the Golf Facility, Owner agrees that it will consider sale of the Facilities to Maxim among its options. The preceding sentence shall not

be construed so as to create a right of first refusal or an option to purchase on behalf of Maxim. Maxim can make a reasonable proposal for the purchase of the Facility at any time for consideration by the City of Neosho.

2. SERVICES TO BE PERFORMED BY MAXIM. During the term of this Agreement, Maxim shall operate the Facilities, which shall include, but not be limited to, the collection and disbursement of all monies, the employment of all employees, the promotion and management of the golf course, the purchase and sale of food, beverages, merchandise, supplies and services, the purchase and maintenance of insurance coverage for its operations and equipment, the handling of disputes with third parties, the collection and payment of all appropriate taxes, the securing of all appropriate licenses, permits and approvals and the performance of all other day-to-day activities relative to the Facilities. Maxim shall have an agent present at Neosho Golf Board Meetings. Maxim shall set all fees for golf use by members and customers with the exception of the fee structure as specified in Exhibit "A" of this Agreement and incorporated herein. With respect to the operation of the Facilities, the parties hereto agree as follows:

a. Owner Authorization. Owner hereby grants and delegates to Maxim the authority and the responsibility necessary to permit Maxim to perform its duties under this Agreement and agrees to take such additional steps as are necessary to evidence such delegation and authorization as are reasonably requested by Maxim. Owner hereby grants to Maxim the exclusive right to manage the Facilities according to the terms of this Agreement for the term of this Agreement.

b. Major Decisions. From time to time, Maxim shall submit to Owner or Owner's representative(s) for approval, proposals for major activities, improvements or events, including, but not limited to, capital improvements and expenditures and the Proposed Annual Budgets (as defined in subparagraph 2(d) below). Maxim shall secure Owner's prior approval of all such major proposals. Major Proposals shall be those in which the anticipated cost is in excess of \$5,000 and approved through the annual budget process. Any non-budgeted expenditure will require Owner's prior approval. Maxim shall, to the best of its ability, operate the Facilities in accordance with the major policy decisions approved by Owner.

c. Operational Guidelines. Maxim shall develop a set of written guidelines ("Operational Guidelines") for the Facilities. The Operational Guidelines shall include information necessary for the operation of the Facilities, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shops and other operations of the Facilities, the hours of operation and other policies relating to the operation of the Facilities. Upon development of the Operational Guidelines, same shall be submitted to Owner for approval and shall become effective only upon approval by Owner, which approval shall not be unreasonably withheld or delayed.

d. Annual Budgets. Not later than August 1st of each year during the term of this Agreement, Maxim shall submit a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming fiscal year. The Proposed Annual Budget shall specify the amount of working capital required to continue operations of the Facility for the upcoming fiscal year in light of all major policy decisions, specify all anticipated expenses required to maintain a reasonable level of equipment, supplies and inventory and all projected expenses for long term capital improvements and equipment. Owner shall approve or reject the Proposed Annual Budget by September 30th, annually. Owner shall specify, in writing, the basis for any rejected item in the Proposed Annual Budget. The Proposed Annual Budget, once approved by Owner, shall be referred to as the "Annual Budget". In the event that the Owner and

Maxim are unable to reach agreement regarding the Annual Budget, then either party may notify the other of their intent to terminate and this Agreement shall terminate on the last day of the term for which there was a budget approved by Owner.

e. Promotion of Facilities. Maxim shall coordinate with and direct to Owner all work done in the promotion, advertisement and public relations with respect to the Facilities. Maxim shall coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, information profiles, progress reports, press releases, digital media, website, and bulletins. Maxim will use reasonable efforts (as limited by Annual Budgets) to assure that the Facilities will be favorably presented in print and all other forms of communications media. All costs for the promotion of the facility shall be the responsibility of the property including contracted marketing services and corporate staff time assigned for marketing design and creation specific to the facility. The personnel cost for the marketing of the facility whether contracted through an outside marketing firm or corporate staff shall not exceed \$8,000 per year fiscal year without the written consent of the Owner. All materials or items developed pursuant to this paragraph shall be the exclusive property of Owner and shall be shown to the agent designated by Owner prior to dissemination.

f. Facility Personnel. Maxim shall hire Facility staff, including all on-site and off-site management personnel, golf professional staff, assistant golf professional staff, golf course superintendents, food and beverage staff, house and grounds maintenance personnel, janitorial staff, and others deemed by Maxim to be appropriate for the efficient operation of the Facilities and to the extent authorized by the Budget for the Facilities as approved by Owner; provided, however, that Owner shall have the right to approve the selection or removal of the golf course head professional, general manager, and golf course superintendent, such approval not to be unreasonably withheld or delayed. All Facilities personnel shall be hired by and be employees of, Maxim. Maxim will not prevent any of the personnel employed at the Facilities from going to work for Owner or another management company in the event this Agreement expires or is terminated. At termination, Owner and Maxim shall have the right to offer employment to any employee of the Facilities. During the term of this Agreement, Maxim shall not remove or relocate the General Manager, and/or the golf course superintendent of the Golf Facility to another Facility managed by Maxim without obtaining prior Owner consent, which will not be unreasonably withheld or delayed.

g. Corporate Personnel Visitation and Inordinate Time Requirements. To the extent it is necessary for Maxim Golf extended service personnel, or corporate personnel to assist in the daily management of the facility, Maxim Golf shall be reimbursed up to \$500.00 per month for the reimbursement of such additional management needs. Maxim Golf shall bill these charges on an hourly rate of \$50.00 per hour plus travel expenses associated therewith for personnel with a maximum expense not to exceed \$500.00 per month for any given month. Maxim Golf shall have the right to bill the property directly for such expenses and all such expenses shall be reported in the monthly profit and loss statements as an operational expense of the property.

h. Food, Beverage and Merchandise. To the extent permitted by law, Owner shall permit the sale of food, beer, wine and liquor at the Facilities. Maxim shall apply for and obtain required State of Missouri and City of Neosho liquor licenses, and all other required permits and approvals. Owner shall cooperate with Maxim in obtaining such licenses, permits and approvals. Maxim shall comply with all laws relating to the sale of alcoholic beverages. In addition, Maxim shall purchase and sell such other food, beverage and merchandise at the Facilities for such prices as Maxim deems prudent.

3. REVENUES, EXPENSES, APPROVED CAPITAL EXPENDITURES & APPROVED RESERVES.

a. Revenues. "Revenues" shall mean all cash receipts of any kind from operation of the Golf Facility, including, but not limited to, membership fees, green fees, cart rentals, range fees, proceeds from the sale of food, beverage and merchandise, rebates, rentals, interest income, Advances (as hereafter defined) and insurance proceeds. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. Owner also has the right to conduct lessons, schools and other activities on the Facilities and any fees paid by Owner to Maxim to conduct such lessons, schools, or other activities under an agreement with Maxim shall be included as "Revenues". Utility reimbursements, tax collections (non-sales tax), or gifts and contributions made to the facilities shall not be included in the calculation of "Revenues".

b. Expenses. "Expenses" shall mean all necessary, reasonable and ordinary cash expenditures authorized by the Annual Budget established by Owner and Maxim and incurred in connection with the Facilities, including, but not limited to:

- i. Payroll, payroll taxes, employee benefits (including, without limitation, insurance, health and welfare benefits) and unemployment insurance and taxes, and sales, rental and other taxes and governmental fees and charges assessed against the Facilities or their operations;
- ii. Payments for food, beverage, merchandise and supplies;
- iii. Insurance costs for the insurance coverage specified in paragraph 13 hereof and approved in the Annual Budget for the Facilities;
- iv. Payments for advertising and promotion of the Facilities;
- v. Acquisition costs, lease payments and debt service payments for the Facilities, equipment, furniture, fixtures and other capital items as included in the Annual Budget;
- vi. License fees, dues and subscriptions;
- vii. Expenses of hiring and training personnel, except expenses of training Maxim management personnel;
- viii. Costs of maintaining and improving the golf course, pro shop, and other assets of the facilities;
- ix. Fees of outside consultants and third-party contractors retained by Maxim in connection with the operation of the Facilities, such as accountants, attorneys, tax advisers, and marketing public relations consultants, if approved in advance by Owner or Owner's representative;

- x. All Management Fees (as defined in paragraph 7, below) paid to Maxim in accordance with this Agreement, including the Fixed Management Fee. Owner may choose to not include this expense in the operating budget and the operating budget shall be amended accordingly.
- xi. Expenses associated with an annual audit of the Facilities by an Owner designated auditor; and
- xii. Expenses not specifically authorized by the Annual Budget that are approved in advance by the Owner or the Owner's representative.

c. Approved Capital Expenditures. "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, Facility improvements or other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval.

d. Approved Reserves. "Approved Reserves" shall mean the amount of cash approved by Owner to be held by Maxim for future operation of the Facilities.

4. ADVANCES FROM OWNER. If at any time the Net Cash Flow from the operation of the Facilities is not sufficient to meet the Approved Capital Expenditures or Expenses as they become due, Owner shall advance, unless such advance is prohibited by law, to Maxim the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance").

5. ACCOUNTS. All Revenues, Advances and Approved Reserves shall be held by Maxim for Owner, in an account in the name of the owner designating Maxim as an authorized agent on the account, such and sufficient to protect Owner's interest in such funds, subject to such funds being disbursed for Expenses and Approved Capital Expenditures. Maxim shall maintain one or more separate accounts so designated (collectively referred to as "Facility Accounts"), which shall, whenever possible, include interest bearing accounts, pursuant to Missouri Revised Statute Section 95.280 and as required under Owner's code, each approved in advance by Owner, for the receipt of Revenues, Advances and Approved Reserves and for the payment of Approved Capital Expenditures Expenses and Approved Reserves. Maxim agrees that Owner shall have one or two designated signers and/or at a minimum one or two designated viewers on such accounts (who will provide Maxim reasonable notice of and account for any transactions conducted by them with respect to the accounts) and that Owner may have access to such accounts via the internet or other methods so that Owner may, without notice, review transaction activity on the accounts. Any check or other order to pay, written for more than \$10,000 (Ten Thousand Dollars) will require a third signature or written approval by one of the Owner's designated signers or other authorized Owner's personnel. Maxim shall account to Owner and pay all payments due to Owner from Facility Accounts in accordance with this Agreement. Maxim shall not commingle Revenues, Advances and Approved Reserves with other money or accounts, and shall not take any money or property from the Facility Accounts or from the Facilities, except to make payments for Approved Capital Expenditures and Expenses as set forth in this Agreement. Maxim shall not purchase goods or services from an entity affiliated with Maxim unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources. Maxim shall comply with requirements, if any, which may become applicable to it regarding purchase of equipment, materials and services.

6. EMPLOYEES. All employees of the Facilities shall be employees of Maxim.

7. MANAGEMENT FEES. In exchange for services rendered by Maxim under this Agreement, Maxim shall be (1) reimbursed from Facility Accounts for all direct and indirect out-of-pocket expenses authorized by this Agreement in connection with the operation of the Facilities, (2) paid from Facility Accounts a Fixed Management Fee as described in subparagraph 7.a. hereinafter, and (3) subject to the terms and conditions of subparagraph 7.b. below, paid from Facility Accounts a Contingent Management Fee. If on any date when any of the foregoing amounts is owing to Maxim the Facility Accounts contain insufficient funds to pay Maxim the amounts owing, Owner, unless prohibited by law, shall immediately make a disbursement to Maxim to cover the shortfall.

a. Fixed Management Fee. A "Fixed Management Fee" shall be paid to Maxim for each month this Agreement is in effect in the applicable amount described in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees). For any partial month, the Fixed Management Fee shall be prorated. The Fixed Management Fee shall be due and payable on the first day of each month.

b. Contingent Management Fee. A "Contingent Management Fee" shall accrue and be payable to Maxim at the end of the first (1st) month following a fiscal year in which Revenues equals or exceeds Revenues Base set forth in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees), provided, however, that no such Fee shall be due and owing unless and until the Owner has received the audited financial statements referenced in paragraph 8 hereof and as hereinafter provided. Within thirty (30) days of receipt of the unaudited annual financial statements for the Facilities that are in form and substance satisfactory to the Owner, said Owner will make a provisional payment of the Contingent Management Fee equal to seventy-five percent (75%) of the Contingent Management Fee as calculated based upon the unaudited financial statements. Upon receipt of the audited financial statements for the Facilities, the Contingent Management Fee will be recalculated based upon the audited financial statements, and the balance paid or refunded as the case may be. If the Owner does not exercise its option to conduct an audit of the Facilities annual financial statements, then the balance of the Contingent Management Fee shall be paid on or before July 1 of the following fiscal year. The amount of the Contingent Management Fee shall be determined by multiplying the Contingent Management Fee Percent set forth in subparagraph 7.c. by the amount by which Revenues for such year exceeds the Revenues Base for the applicable year as set for the in subparagraph 7.c. For purposes of determining the Contingent Management Fee, "Revenues" shall mean the total sum of all Revenues generated by the operation of the Golf Facility as specifically defined by Section 3(a). However, Revenue for purposes of this paragraph shall not include interest, proceeds from the sale of major assets, insurance proceeds, owner subsidies or advances and draws on letters of credit or other revenues not attributable to the operation of the Facilities such as taxes collected (non-sales tax), gifts, donations, and contributions.

Schedule of Fixed and Contingent Management Fees.

Fiscal Year	Fixed Monthly Fee	Contingent Management Fee Percentage	Revenues Base
2024	\$3,667	10%	\$630,000
2025	\$3,750	11%	\$635,000
2026	\$3,833	12%	\$640,000
2027	\$3,917	13%	\$645,000
2028	\$4,000	14%	\$650,000

*If Revenues for Owner equals \$640,000 in fiscal year 2024 then the Contingent Management Fee would be computed as follows: (Example Revenue Base) = \$630,000 (\$10,000 times 10% or a contingent management fee of \$1,000).

If this Agreement is terminated prior to the end of any fiscal year, for purposes of determining the Contingent Management Fee the dollar amount of Revenue Base for that year set forth above shall be adjusted downward, based upon reasonable proration, as determined by utilizing the monthly average of the preceding two fiscal years. If Revenues for any calendar year are less than Adjusted Revenues Base, Owner may, in Owner's sole discretion, consent to the payment of all or any portion of the Contingent Management Fee for that period.

c. Transition Fee. Owner agrees to pay Maxim Golf a pro-rated amount of the Fixed Management Fee of \$3,667 for the month of February, 2024, if Owner requests early commencement of the term of this Agreement, as compensation for the transition to Maxim Golfs management. This fee shall be pro-rated on an equally divided amount of the days of service for the Month of February.

8. ACCOUNTING. Maxim shall maintain books and records relating to the business activities of the Facilities separate from its other books and records. Maxim shall prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Facilities. Thereafter, Maxim shall have monthly financial statements prepared which shall include unaudited balance sheets and income statements (each month's records shall be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Facilities is a business entity separate from Maxim and Owner. Maxim shall deliver to owner a copy to of each month's Monthly Financial Statements by the twentieth day of the following month except where circumstances beyond the reasonable control of Maxim delay delivery of such statements. Owner agrees that if the deadline set forth in the preceding sentence is impractical or impossible for Maxim to meet, Owner shall modify such requirements. In addition, Maxim shall deliver to Owner, not later than November 1st of each year during the term of this Agreement, a copy of fiscal year-end financial statements for the Facilities for the preceding fiscal year prepared in accordance with General Accepted Accounting Principles. At any time during the term of this Agreement and for three (3) years thereafter, Owner shall be entitled to inspect and make copies of the books and records of the Facilities maintained by Maxim, and Owner may conduct a separate audit of the Facilities and/or include the Facilities within the audit of Owner conducted by Owners independent auditors, all Monthly Financial Statements and all annual financial statements. As a Facilities Expense, Maxim shall comply with Owner's audit recommendations. Additionally, at the request of the Owner, Maxim will provide any and all supporting documentation that substantiates the monthly/annual Financial Statements.

9. OWNER'S OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, Owner shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subparagraph 9.a. below. At any time during this Agreement, Maxim shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by Owner of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

a. Events of Default. Any one or more of the following events shall, unless cured in accordance with paragraph 9.b below, constitute a default of this Agreement by Maxim ("Default"):

- i. Any breach by Maxim or Owner of the obligations under

the terms of paragraph 5 of this Agreement;

- ii. A discontinuance by Maxim or Owner of its business or abandonment of its activities at the Facilities;
- iii. A material breach by Maxim or Owner of any material term or provision of this Agreement; or
- iv. The filing of a voluntary or involuntary action by Maxim, Owner or its creditors seeking to declare it as bankrupt.

b. Cure. Maxim shall have thirty (30) days after receipt of written notice from Owner specifying the nature of its Default under paragraph 9.a. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Maxim promptly commences the remedying of such Default and is continuing diligently to complete such cure. Owner shall have thirty (30) days after receipt of written notice from Maxim specifying the nature of its Default under paragraph 9. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Owner promptly commences the remedying of such Default and is continuing diligently to complete such cure, and provided further that Maxim will not discontinue performing services under this Agreement in the event that Owner disputes, in good faith, that it is in default until the parties have resolved the dispute.

c. Exercise of Termination Option. In the event of a Default, the Owner may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Maxim written notice of its election to terminate this Agreement, provided that Maxim has not timely cured the Default. Should Termination Option be exercised, Owner would pay to Maxim the Management Fee and Contingent Fee through the date of termination and reimburse Maxim for all expenses authorized under the terms of this Agreement incurred through the date of termination less damages caused by the breach. For purposes of this paragraph, the date of termination is the date specified by Owner in its notice to Maxim. In the event of a Default by Owner, Maxim may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Owner written notice of its election to terminate this Agreement, provided that Owner has not timely cured the Default, or is not diligently attempting to cure said default.

10. OPTION OF EARLY TERMINATION. Owner shall have the option to terminate this Agreement if any of the following occur without Owner approval: (1) Maxim or substantially all of its assets are sold without Owner's prior consent; (2) Maxim's management team or executive officers significantly change; (3) there is a change in control of Maxim or Owner finds reasonable evidence of fraud or defalcation of its funds or assets by employees or agents of Maxim. Owner may exercise the option for a period of six (6) months after receipt of notice that the respective event has occurred by notifying Maxim in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date Owner gives notice to Maxim except for evidence of theft or defalcation, in which Owner's Notice may be immediate. Early Termination shall not absolve the parties from any obligations of accounting and reimbursement for actions occurring prior to termination.

11. TRANSFER UPON TERMINATION. Upon termination of this Agreement, Maxim shall immediately transfer and assign to Owner any and all interest of Maxim in the Facilities if any,

including the assets set forth in subparagraph 11.a. below, and Owner shall assume and agree in writing to indemnify Maxim to the extent allowable by law against all liabilities set forth in subparagraph 11.b. below, and any existing obligations and liabilities relating to the Facilities authorized by the Annual Budget or approved by Owner. However, Owner shall have no obligation to indemnify Maxim for tort liabilities or other claims against Maxim that result from the negligence, intentional malfeasance, gross negligence or other misconduct of Maxim or its agents.

a. Assets to be Transferred. Assets to be transferred and assigned to Owner shall include, but not be limited to, all of Maxim's right, title and interest in and to any of the following arising out of activities of the Facilities or purchased by Maxim from Advances from Owner or Revenues of the Facilities (other than insurance proceeds relating to liabilities not required to be assumed by Owner, which proceeds will be assigned by Owner to Maxim):

- i. Cash in all Facility Accounts;
- ii. Accounts receivable;
- iii. Other receivables;
- iv. Inventories of merchandise, food, beverages and supplies;
- v. All equipment, furniture and fixtures;
- vi. Prepaid accounts and deposits;
- vii. Contract rights;
- viii. Trade names;
- ix. Books and records relating to the Facilities;
- x. Goodwill; and
- xi. Operational guidelines and procedures.

b. Liabilities to be Assumed. Liabilities Owner shall assume, or against which Owner shall indemnify Maxim to the extent allowable by law, shall be all debts and other contractual obligations arising out of the operation of the Facilities. Provided however, Owner shall have no obligation to indemnify Maxim for a debt or contractual obligation incurred by Maxim that was not authorized under the terms of this Agreement. Nothing in this provision shall negate obligations and responsibilities of either party as required under paragraph 12. .

c. Closing. The rights and responsibility of management of the Facilities shall transfer to Owner on the effective date of any termination of this Agreement unless the parties agree otherwise.

12. INDEMNITY. The parties agree that Maxim is not an agent or employee of Owner, and all activities of Maxim relating to the Facilities shall be in Maxim's capacity as independent contractor to

Owner.

a. Obligations of the Parties.. To the fullest extent permitted by law, Maxim agrees to defend with counsel selected by Owner, and indemnify and hold harmless Owner, 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 Owner or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Maxim, or claims relating thereto, and including but not limited to Owner's reliance on or use of the services or products provided by Maxim under the terms of this agreement or due to actions by Maxim or its agents that constitute a knowing disregard for the Owner's interest or Maxim's duty and obligations to Owner. To the fullest extent permitted by law, Owner agrees to indemnify and hold harmless Maxim, its officers, 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 Maxim or others, arising from breach or enforcement of this Agreement by Owner or out of Owner's negligence, or claims relating thereto,

b. Notice of Claims. Maxim and Owner shall provide each other with prompt written notice of any claim.

c. To the fullest extent permitted by law, Maxim agrees to defend with counsel selected by Owner, and indemnify and hold harmless Owner, 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 Owner or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Maxim, or claims relating thereto, and including but not limited to Owner's reliance on or use of the services or products provided by Maxim under the terms of this agreement or due to actions by Maxim or its agents that constitute a knowing disregard for the Owner's interest or Maxim's duty and obligations to Owner. To the fullest extent permitted by law, Owner agrees to indemnify and hold harmless Maxim, its officers, 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 Maxim or others, arising from breach or enforcement of this Agreement by Owner or out of Owner's negligence, or claims relating thereto,

13. INSURANCE. As an Expense of the Facilities, Maxim shall obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the State of Missouri. Maxim shall furnish to Owner certificates of insurance or copies of policies, evidencing the required insurance, on or before April 1, 2023, and thereafter shall furnish new certificates upon request.

a. Type and Amount of Insurance. The type and amount of insurance Maxim shall obtain for the Facilities shall be:

Worker's Compensation and Employer's Liability or reasonably acceptable alternative as provided by law.

The Limits for the Employer's Liability shall be not less than:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

Commercial General Liability Policy with a Combined Single Limit of \$3,000,000.00/\$4,000,000.00 including (but not limited to) Premises/Operation, Independent Contractors, Personal Injury, and Products/Completed Operation.

Commercial crime coverage to include:

Forgery or alteration	\$25,000	\$ 1,000 ded.
Theft, Disappearance & Destruction	\$15,000	\$100 ded.
Employee Dishonest-Per Loss	\$300,000	\$10,000 ded.

Comprehensive Automobile Liability (or its equivalent) to include coverage for:

- a) Owned/Leased Automobiles
- b) Non-owned Automobiles
- c) Hired Cars

Limits of \$1,000,000.00 Liability for Bodily Injury and/or Property Damage.

Excess Liability for general and automobile liability purposes in the amount of \$10,000,000.

Additional Insured Endorsement.. With respect to the above-described insurance, Maxim agrees to:

- 1) Name the Owner an additional insured under its Commercial General Liability and Commercial Automobile Liability coverages per this contract. Each additional insured endorsement shall expressly afford coverage to the City not only for the name insured's operations or work, but also arising out of the named insured's completed operations. No provision of this contract or the additional insured endorsement coverage shall constitute a waiver of the City's right and ability to assert a defense based on the doctrines of sovereign immunity, official immunity, and/or qualified immunity. Further, it is understood that the coverage provided to the City on an additional insured basis does not apply to any claim or lawsuit which is barred by the doctrines of sovereign immunity, official immunity, or qualified immunity.

2. Provide for thirty days' written notice of cancellation, termination or any material change to the insurance.

3. All of the above stated limits shall apply separately to each location managed by Maxim.

14. COVENANT OF COOPERATION. Maxim shall provide Owner with prompt written notice of any material injuries suffered at the Facilities, significant complaints in reference to service or conditions, whether written or otherwise, about the Facilities or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Maxim further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Maxim in resolving any such complaints, disputes or claims.

15. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Maxim to enter into this Agreement, Owner makes the following representations and warranties to Maxim:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement, subject to express ratification by the Owner's Governing Body. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

16. MAXIM'S REPRESENTATION AND WARRANTIES. To induce Owner to enter into this Agreement, Maxim makes the following representations and warranties to Owner:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Maxim Golf, LLC is a duly organized and validly existing company in good standing under the laws of the State of Missouri.

c. Maxim has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of Maxim, enforceable against Maxim in accordance with its terms.

d. Maxim has sufficient knowledge, training, expertise, skill and resources as to enable it to operate the Facilities in a reasonable and prudent business manner.

e. During the term of this Agreement, Maxim will use all reasonable care to prevent the introduction of any hazardous substances into the Facilities, whether contained in barrels, tanks, equipment (movable or fixed) or other containers deposited or located in land, water, sumps or any other part of the Facilities or incorporated into any structure on the Facilities. Maxim will hold owner harmless from and indemnify owner for any damages and expenses which owner may incur as a result of Maxim's failure to comply with this warranty. Owner acknowledges that some substances necessary for performance of this Agreement may be deemed "hazardous." Owner agrees that this paragraph shall not apply to such necessary substances, provided that Maxim uses all care necessary in the handling and use of such substances. Maxim shall take charge of all tangible personal property belonging to the Owner designated for use by the Neosho Golf Course and shall preserve and protect such property to the extent necessary while such property is utilized for the purposes of operations, to exclude reasonable wear and tear of said property. Said property shall not be transferred, borrowed or used by Maxim for other locations outside of the Owner's golf course without Owner's prior approval.

17. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Maxim shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor Maxim shall be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor Maxim shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

18. CONFIDENTIALITY.

a. Each party agrees that Maxim will provide its knowledge and advice concerning marketing, equipment, financial models, membership retention and other expertise to the Owner, and Owner will provide similar information to Maxim ("Proprietary Information" of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party, shall take reasonable protective measures to insure same (and at least the same measures it takes for its own Proprietary Information) and shall similarly bind its employees in writing. Nothing herein shall prevent Maxim Employees from disclosing Facility performance data to Neosho Golf Course's authorized representatives upon request as determined from time to time by its Board of Advisors, but such information should never be provided to Owner's patrons or competitors. The receiving party shall not be obligated under this Section with respect to information the receiving party can document:

- i. is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or
- ii. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or
- iii. was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or
- iv. was independently developed by employees or consultants of the receiving party without access to such Proprietary Information; or
- v. is required to be disclosed by law.

b. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to equitable relief, including specific performance or an injunction, in addition to any other rights or remedies, including money damages, provided by law.

19. The obligation to keep this information confidential shall continue indefinitely during and following the termination of the term of this Agreement. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action. Specifically, should either party believe that a dispute has arisen, then that party shall meet and confer with a designated representative of the other party.

20. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first- class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

<u>If to Owner:</u>	Agent for City of Neosho - Neosho Golf Course
Attn:	David Kennedy
	City Manager
	203 E Main Street
	Neosho, MO 64850

If to Maxim: Bryan Minnis
Chief Executive Officer
5757 East Eagle Knoll Dr
Hartsburg, MO 65039

The names and addresses for notices may be changed by written notice given to the other party as provided above.

21. FURTHER ACTS AND COMPETITION. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein. During the term of this Agreement Maxim will not directly or indirectly invest in nor provide services, whether or not for fees or other consideration, to another entity that has one or more golf courses any part of which is located in Randolph County, Missouri, unless agreed upon by Maxim and Owner.

22. SECTION HEADINGS. The section headings in this Agreement are for convenience of reference only and shall in no way define, limit, extend or interpret the scope of this Agreement or of any particular section contained herein.

23. INTERPRETATION. Unless the context requires otherwise, words used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.

24. AMENDMENTS AND WAIVERS. This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.

25. ASSIGNMENT. This Agreement shall not be assigned by Maxim without the express written consent of Owner.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

28. ATTORNEY FEES. If either party files suit in order to enforce any term of this Agreement and is the prevailing party, the other party shall be liable for prevailing party's reasonable attorney's fees and expenses.

29. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

30. SEVERABILITY. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The

illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

31. ENTIRE AGREEMENT. This Agreement (together with any attached Exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

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

Owner:
City of Neosho, MO.

By: _____
Richard Davidson, Mayor
203 East Main Street
Neosho, MO 64850

ATTEST:

Cheyenne Wright, City Clerk

Maxim:
Maxim Golf , LLC.

By: _____
Bryan Minnis, Executive Officer
5757 East Eagle Knoll Dr
Hartsburg, MO 65039

EXHIBIT A

OWNER'S EXEMPTED FEE SCHEDULE

Green fees for Neosho Youth Golf Association. The green fees for Youth Golf Association members shall be \$0.00 per player per 18 holes without a cart.

The Women's Golf Associations may hold one tournament each year for green fees of \$16.00 per person per 18 holes with cart use, excluding any entry fee, for each eighteen (18) holes of tournament play.

As a benefit of employment, current City of Neosho full-time employees, part-time City of Neosho employees, that work an average of 25 hours a week, and retired City of Neosho employees with at least 5 years of service may play with cart for free. Proof of current employment status/City ID or proof of retirement from the City of Neosho may be required.

A Crowder College Golf Association student (ages 19-22) annual pass fee shall be \$200.00 per person per year.

Women's Golf Association shall be allowed reasonable use of the back room at the Club House at no charge, with such use being a secondary priority to paying Golf Groups.

PERSONAL SERVICES AGREEMENT

For the Management of

Neosho Golf Course

This PERSONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 1st day of March, 2024 by and between the City of Neosho, MO ("Owner"), and Maxim Golf, LLC, a Missouri limited liability company, ("Maxim").

Recitals

A. Owner desires to promote and provide for the management of Neosho Golf Course, including, but not limited to, golf course, clubhouse, pro shop, maintenance building, driving range, grounds, and appurtenances (singularly referred to as "Facility" or collectively referred to as "Facilities").

B. Maxim is a professional golf course, bowling, entertainment, and recreation management company whose principals have experience and expertise related to golf course, and recreation management and promotion.

C. Owner desires to retain Maxim to manage and operate the Facilities on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT. The standard term of this Agreement shall begin 12:00 a.m. on March 1st, 2024 (the "Start Date") and end at 11:59 p.m. on February 28th, 2029, subject to the termination provisions stated herein. If, on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed and Contingent Management Fees, then this Agreement shall be extended for an additional (one) year, and all terms and conditions of this Agreement between Owner and Maxim, other than the terms and conditions set forth in paragraph 7.c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of this Agreement exceed six (6) years. This Agreement is specifically conditioned upon an annual appropriation by Owner and in the event that the Owner shall, in its sole and exclusive discretion, determine not to make an annual appropriation of funds necessary for this Agreement, then this Agreement shall terminate and be null and void as of the last day of the year for which the golf course operation was funded. In the event Owner fails to approve appropriation of funds provided for in this Agreement for any year, Owner will pay Maxim the applicable Monthly Management Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement. In the event that the Owner shall enter into a written contract with another to sell the Facilities or the real estate upon which the Facilities are located, then Owners shall give Maxim notice of the same and the intended date of Closing within 7 calendar days of its complete execution and this Agreement shall terminate upon the Closing of the Sale of the Golf Facility or the property upon which the golf course is located. In this event there shall be no payment of termination or cancellation fees, only liability for fees earned for services performed prior to termination. In the event that a determination is made by the Owner to discontinue its ownership of the Golf Facility, Owner agrees that it will consider sale of the Facilities to Maxim among its options. The preceding sentence shall not

be construed so as to create a right of first refusal or an option to purchase on behalf of Maxim. Maxim can make a reasonable proposal for the purchase of the Facility at any time for consideration by the City of Neosho.

2. SERVICES TO BE PERFORMED BY MAXIM. During the term of this Agreement, Maxim shall operate the Facilities, which shall include, but not be limited to, the collection and disbursement of all monies, the employment of all employees, the promotion and management of the golf course, the purchase and sale of food, beverages, merchandise, supplies and services, the purchase and maintenance of insurance coverage for its operations and equipment, the handling of disputes with third parties, the collection and payment of all appropriate taxes, the securing of all appropriate licenses, permits and approvals and the performance of all other day-to-day activities relative to the Facilities. Maxim shall have an agent present at Neosho Golf Board Meetings. Maxim shall set all fees for golf use by members and customers with the exception of the fee structure as specified in Exhibit "A" of this Agreement and incorporated herein. With respect to the operation of the Facilities, the parties hereto agree as follows:

a. Owner Authorization. Owner hereby grants and delegates to Maxim the authority and the responsibility necessary to permit Maxim to perform its duties under this Agreement and agrees to take such additional steps as are necessary to evidence such delegation and authorization as are reasonably requested by Maxim. Owner hereby grants to Maxim the exclusive right to manage the Facilities according to the terms of this Agreement for the term of this Agreement.

b. Major Decisions. From time to time, Maxim shall submit to Owner or Owner's representative(s) for approval, proposals for major activities, improvements or events, including, but not limited to, capital improvements and expenditures and the Proposed Annual Budgets (as defined in subparagraph 2(d) below). Maxim shall secure Owner's prior approval of all such major proposals. Major Proposals shall be those in which the anticipated cost is in excess of \$5,000 and approved through the annual budget process. Any non-budgeted ~~expenditure~~ Major Decision or Major Proposal as defined herein will require Owner's prior approval. Maxim shall, to the best of its ability, operate the Facilities in accordance with the major policy decisions approved by Owner.

c. Operational Guidelines. Maxim shall develop a set of written guidelines ("Operational Guidelines") for the Facilities. The Operational Guidelines shall include information necessary for the operation of the Facilities, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shops and other operations of the Facilities, the hours of operation and other policies relating to the operation of the Facilities. Upon development of the Operational Guidelines, same shall be submitted to Owner for approval and shall become effective only upon approval by Owner, which approval shall not be unreasonably withheld or delayed.

d. Annual Budgets. Not later than August 1st of each year during the term of this Agreement, Maxim shall submit a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming fiscal year. The Proposed Annual Budget shall specify the amount of working capital required to continue operations of the Facility for the upcoming fiscal year in light of all major policy decisions, specify all anticipated expenses required to maintain a reasonable level of equipment, supplies and inventory and all projected expenses for long term capital improvements and equipment. Owner shall approve or reject the Proposed Annual Budget by September 30th, annually. Owner shall specify, in writing, the basis for any rejected item in the Proposed Annual Budget. The Proposed Annual Budget, once approved by Owner, shall be referred to as the "Annual Budget". In the event that the Owner and

Maxim are unable to reach agreement regarding the Annual Budget, then either party may notify the other of their intent to terminate and this Agreement shall terminate on the last day of the term for which there was a budget approved by Owner.

e. Promotion of Facilities. Maxim shall coordinate with and direct to Owner all work done in the promotion, advertisement and public relations with respect to the Facilities. Maxim shall coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, information profiles, progress reports, press releases, digital media, website, and bulletins. Maxim will use reasonable efforts (as limited by Annual Budgets) to assure that the Facilities will be favorably presented in print and all other forms of communications media. All costs for the promotion of the facility shall be the responsibility of the property including contracted marketing services and corporate staff time assigned for marketing design and creation specific to the facility. The personnel cost for the marketing of the facility whether contracted through an outside marketing firm or corporate staff shall not exceed \$8,000 per year fiscal year without the written consent of the Owner. All materials or items developed pursuant to this paragraph shall be the exclusive property of Owner and shall be shown to the agent designated by Owner prior to dissemination.

f. Facility Personnel. Maxim shall hire Facility staff, including all on-site and off-site management personnel, golf professional staff, assistant golf professional staff, golf course superintendents, food and beverage staff, house and grounds maintenance personnel, janitorial staff, and others deemed by Maxim to be appropriate for the efficient operation of the Facilities and to the extent authorized by the Budget for the Facilities as approved by Owner; provided, however, that Owner shall have the right to approve the selection or removal of the golf course head professional, general manager, and golf course superintendent, such approval not to be unreasonably withheld or delayed. All Facilities personnel shall be hired by and be employees of, Maxim, except that Maxim may, in its discretion elect to have some routine functions, such as janitorial functions, performed by independent contractors than employees– Maxim will not prevent any of the personnel employed at the Facilities from going to work for Owner or another management company in the event this Agreement expires or is terminated. At termination, Owner and Maxim shall have the right to offer employment to any employee of the Facilities. During the term of this Agreement, Maxim shall not remove or relocate the General Manager, and/or the golf course superintendent of the Golf Facility to another Facility managed by Maxim without obtaining prior Owner consent, which will not be unreasonably withheld or delayed.

g. Corporate Personnel Visitation and Inordinate Time Requirements. To the extent it is necessary for Maxim Golf extended service personnel, or corporate personnel to assist in the daily management of the facility, Maxim Golf shall be reimbursed up to \$500.00 per month for the reimbursement of such additional management needs. Maxim Golf shall bill these charges on an hourly rate of \$50.00 per hour plus travel expenses associated therewith for personnel with a maximum expense not to exceed \$500.00 per month for any given month. Maxim Golf shall have the right to bill the property directly for such expenses and all such expenses shall be reported in the monthly profit and loss statements as an operational expense of the property.

h. Food, Beverage and Merchandise. To the extent permitted by law, Owner shall permit the sale of food, beer, wine and liquor at the Facilities. Maxim shall apply for and obtain required State of Missouri and City of Neosho liquor licenses, and all other required permits and approvals. Owner shall cooperate with Maxim in obtaining such licenses, permits and approvals. Maxim shall comply with all laws relating to the sale of alcoholic beverages. In addition, Maxim shall purchase and sell such other food, beverage and merchandise at the Facilities for such prices as Maxim deems prudent.

Commented [DS1]: This was Maxim's Attorney's Comment:
There needs to be some ability of Maxim to hire independent contractors; it is not feasible to have every person who could possibly be needed to run the golf course as part of Maxim's direct payroll. If the City wants there to be reasonable restrictions on that right, please let me know and we can discuss those.

3. REVENUES, EXPENSES, APPROVED CAPITAL EXPENDITURES & APPROVED RESERVES.

a. Revenues. "Revenues" shall mean all cash receipts of any kind from operation of the Golf Facility, including, but not limited to, membership fees, green fees, cart rentals, range fees, proceeds from the sale of food, beverage and merchandise, rebates, rentals, interest income, Advances (as hereafter defined) and insurance proceeds. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. Owner also has the right to conduct lessons, schools and other activities on the Facilities and any fees paid by Owner to Maxim to conduct such lessons, schools, or other activities under an agreement with Maxim shall be included as "Revenues". Utility reimbursements, tax collections (non-sales tax), or gifts and contributions made to the facilities shall not be included in the calculation of "Revenues".

b. Expenses. "Expenses" shall mean all necessary, reasonable and ordinary cash expenditures authorized by the Annual Budget established by Owner and Maxim and incurred in connection with the Facilities, including, but not limited to:

- i. Payroll, payroll taxes, employee benefits (including, without limitation, insurance, health and welfare benefits) and unemployment insurance and taxes, and sales, rental and other taxes and governmental fees and charges assessed against the Facilities or their operations;
- ii. Payments for food, beverage, merchandise and supplies;
- iii. Insurance costs for the insurance coverage specified in paragraph 13 hereof and approved in the Annual Budget for the Facilities;
- iv. Payments for advertising and promotion of the Facilities;
- v. Acquisition costs, lease payments and debt service payments for the Facilities, equipment, furniture, fixtures and other capital items as included in the Annual Budget;
- vi. License fees, dues and subscriptions;
- vii. Expenses of hiring and training personnel, except expenses of training Maxim management personnel;
- viii. Costs of maintaining and improving the golf course, pro shop, and other assets of the facilities;
- ix. Fees of outside consultants and third-party contractors retained by Maxim in connection with the operation of the Facilities, such as accountants, attorneys, tax advisers, and marketing public relations consultants, if approved in advance by Owner or Owner's representative;

- x. All Management Fees (as defined in paragraph 7, below) paid to Maxim in accordance with this Agreement, including the Fixed Management Fee. Owner may choose to not include this expense in the operating budget and the operating budget shall be amended accordingly.
- xi. Expenses associated with an annual audit of the Facilities by an Owner designated auditor; and
- xii. Expenses not specifically authorized by the Annual Budget that are approved in advance by the Owner or the Owner's representative.

c. Approved Capital Expenditures. "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, Facility improvements or other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval.

d. Approved Reserves. "Approved Reserves" shall mean the amount of cash approved by Owner to be held by Maxim for future operation of the Facilities.

4. ADVANCES FROM OWNER. If at any time the Net Cash Flow from the operation of the Facilities is not sufficient to meet the Approved Capital Expenditures or Expenses as they become due, Owner shall advance, unless such advance is prohibited by law, to Maxim the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance").

5. ACCOUNTS. All Revenues, Advances and Approved Reserves shall be held by Maxim for Owner, in an account in the name of the owner designating Maxim as an authorized agent on the account, such and sufficient to protect Owner's interest in such funds, subject to such funds being disbursed for Expenses and Approved Capital Expenditures. Maxim shall maintain one or more separate accounts so designated (collectively referred to as "Facility Accounts"), which shall, whenever possible, include interest bearing accounts, pursuant to Missouri Revised Statute Section 95.280 and as required under Owner's code, each approved in advance by Owner, for the receipt of Revenues, Advances and Approved Reserves and for the payment of Approved Capital Expenditures Expenses and Approved Reserves. Maxim agrees that Owner shall have one or two designated signers and/or at a minimum one or two designated viewers on such accounts (who will provide Maxim reasonable notice of and account for any transactions conducted by them with respect to the accounts) and that Owner may have access to such accounts via the internet or other methods so that Owner may, without notice, review transaction activity on the accounts. Any check or other order to pay, written for more than \$10,000 (Ten Thousand Dollars) will require a third signature or written approval by one of the Owner's designated signers or other authorized Owner's personnel. Maxim shall account to Owner and pay all payments due to Owner from Facility Accounts in accordance with this Agreement. Maxim shall not commingle Revenues, Advances and Approved Reserves with other money or accounts, and shall not take any money or property from the Facility Accounts or from the Facilities, except to make payments for Approved Capital Expenditures and Expenses as set forth in this Agreement. Maxim shall not purchase goods or services from an entity affiliated with Maxim unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources. Maxim shall comply with requirements, if any, which may become applicable to it regarding purchase of equipment, materials and services.

6. EMPLOYEES. All employees of the Facilities shall be employees of Maxim.

7. MANAGEMENT FEES. In exchange for services rendered by Maxim under this Agreement, Maxim shall be (1) reimbursed from Facility Accounts for all direct and indirect out-of-pocket expenses authorized by this Agreement in connection with the operation of the Facilities, (2) paid from Facility Accounts a Fixed Management Fee as described in subparagraph 7.a. hereinafter, and (3) subject to the terms and conditions of subparagraph 7.b. below, paid from Facility Accounts a Contingent Management Fee. If on any date when any of the foregoing amounts is owing to Maxim the Facility Accounts contain insufficient funds to pay Maxim the amounts owing, Owner, unless prohibited by law, shall immediately make a disbursement to Maxim to cover the shortfall.

a. Fixed Management Fee. A "Fixed Management Fee" shall be paid to Maxim for each month this Agreement is in effect in the applicable amount described in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees). For any partial month, the Fixed Management Fee shall be prorated. The Fixed Management Fee shall be due and payable on the first day of each month.

b. Contingent Management Fee. A "Contingent Management Fee" shall accrue and be payable to Maxim at the end of the first (1st) month following a fiscal year in which Revenues equals or exceeds Revenues Base set forth in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees), provided, however, that no such Fee shall be due and owing unless and until the Owner has received the audited financial statements referenced in paragraph 8 hereof and as hereinafter provided. Within thirty (30) days of receipt of the unaudited annual financial statements for the Facilities that are in form and substance satisfactory to the Owner, said Owner will make a provisional payment of the Contingent Management Fee equal to seventy-five percent (75%) of the Contingent Management Fee as calculated based upon the unaudited financial statements. Upon receipt of the audited financial statements for the Facilities, the Contingent Management Fee will be recalculated based upon the audited financial statements, and the balance paid or refunded as the case may be. If the Owner does not exercise its option to conduct an audit of the Facilities annual financial statements, then the balance of the Contingent Management Fee shall be paid on or before July 1 of the following fiscal year. The amount of the Contingent Management Fee shall be determined by multiplying the Contingent Management Fee Percent set forth in subparagraph 7.c. by the amount by which Revenues for such year exceeds the Revenues Base for the applicable year as set for the in subparagraph 7.c. For purposes of determining the Contingent Management Fee, "Revenues" shall mean the total sum of all Revenues generated by the operation of the Golf Facility as specifically defined by Section 3(a). However, Revenue for purposes of this paragraph shall not include interest, proceeds from the sale of major assets, insurance proceeds, owner subsidies or advances and draws on letters of credit or other revenues not attributable to the operation of the Facilities such as taxes collected (non-sales tax), gifts, donations, and contributions.

Schedule of Fixed and Contingent Management Fees.

Fiscal Year	Fixed Monthly Fee	Contingent Management Fee Percentage	Revenues Base
2024	\$3,667	10%	\$630,000
2025	\$3,750	11%	\$635,000
2026	\$3,833	12%	\$640,000
2027	\$3,917	13%	\$645,000
2028	\$4,000	14%	\$650,000

*If Revenues for Owner equals \$640,000 in fiscal year 2024 then the Contingent Management Fee would be computed as follows: (Example Revenue Base) = \$630,000 (\$10,000 times 10% or a contingent management fee of \$1,000).

If this Agreement is terminated prior to the end of any fiscal year, for purposes of determining the Contingent Management Fee the dollar amount of Revenue Base for that year set forth above shall be adjusted downward, based upon reasonable proration, as determined by utilizing the monthly average of the preceding two fiscal years. If Revenues for any calendar year are less than Adjusted Revenues Base, Owner may, in Owner's sole discretion, consent to the payment of all or any portion of the Contingent Management Fee for that period.

c. Transition Fee. Owner agrees to pay Maxim Golf a pro-rated amount of the Fixed Management Fee of \$3,667 for the month of February, 2024, if Owner requests early commencement of the term of this Agreement, as compensation for the transition to Maxim Golfs management. This fee shall be pro-rated on an equally divided amount of the days of service for the Month of February.

8. ACCOUNTING. Maxim shall maintain books and records relating to the business activities of the Facilities separate from its other books and records. Maxim shall prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Facilities. Thereafter, Maxim shall have monthly financial statements prepared which shall include unaudited balance sheets and income statements (each month's records shall be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Facilities is a business entity separate from Maxim and Owner. Maxim shall deliver to owner a copy to of each month's Monthly Financial Statements by the twentieth day of the following month except where circumstances beyond the reasonable control of Maxim delay delivery of such statements. Owner agrees that if the deadline set forth in the preceding sentence is impractical or impossible for Maxim to meet, Owner shall modify such requirements. In addition, Maxim shall deliver to Owner, not later than November 1st of each year during the term of this Agreement, a copy of fiscal year-end financial statements for the Facilities for the preceding fiscal year prepared in accordance with General Accepted Accounting Principles. At any time during the term of this Agreement and for three (3) years thereafter, Owner shall be entitled to inspect and make copies of the books and records of the Facilities maintained by Maxim, and Owner may conduct a separate audit of the Facilities and/or include the Facilities within the audit of Owner conducted by Owners independent auditors, all Monthly Financial Statements and all annual financial statements. As a Facilities Expense, Maxim shall comply with Owner's audit recommendations. Additionally, at the request of the Owner, Maxim will provide any and all supporting documentation that substantiates the monthly/annual Financial Statements.

9. OWNER'S OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, Owner shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subparagraph 9.a. below. At any time during this Agreement, Maxim shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by Owner of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

a. Events of Default. Any one or more of the following events shall, unless cured in accordance with paragraph 9.b below, constitute a default of this Agreement by Maxim ("Default"):

- i. Any breach by Maxim or Owner of the obligations under

the terms of paragraph 5 of this Agreement;

- ii. A discontinuance by Maxim or Owner of its business or abandonment of its activities at the Facilities;
- iii. A material breach by Maxim or Owner of any material term or provision of this Agreement; or
- iv. The filing of a voluntary or involuntary action by Maxim, Owner or its creditors seeking to declare it as bankrupt.

b. Cure. Maxim shall have thirty (30) days after receipt of written notice from Owner specifying the nature of its Default under paragraph 9.a. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Maxim promptly commences the remedying of such Default and is continuing diligently to complete such cure. Owner shall have thirty (30) days after receipt of written notice from Maxim specifying the nature of its Default under paragraph 9. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Owner promptly commences the remedying of such Default and is continuing diligently to complete such cure, and provided further that Maxim will not discontinue performing services under this Agreement in the event that Owner disputes, in good faith, that it is in default until the parties have resolved the dispute.

c. Exercise of Termination Option. In the event of a Default, the Owner may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Maxim written notice of its election to terminate this Agreement, provided that Maxim has not timely cured the Default. Should Termination Option be exercised, Owner would pay to Maxim the Management Fee and Contingent Fee through the date of termination and reimburse Maxim for all expenses authorized under the terms of this Agreement incurred through the date of termination less damages caused by the breach. For purposes of this paragraph, the date of termination is the date specified by Owner in its notice to Maxim. In the event of a Default by Owner, Maxim may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Owner written notice of its election to terminate this Agreement, provided that Owner has not timely cured the Default, or is not diligently attempting to cure said default.

10. OPTION OF EARLY TERMINATION. Owner shall have the option to terminate this Agreement if any of the following occur without Owner approval: (1) Maxim or substantially all of its assets are sold without Owner's prior consent; (2) Maxim's management team or executive officers significantly change; (3) there is a change in control of Maxim or Owner finds reasonable evidence of fraud or defalcation of its funds or assets by employees or agents of Maxim. Owner may exercise the option for a period of six (6) months after receipt of notice that the respective event has occurred by notifying Maxim in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date Owner gives notice to Maxim except for evidence of theft or defalcation, in which Owner's Notice may be immediate. Early Termination shall not absolve the parties from any obligations of accounting and reimbursement for actions occurring prior to termination.

11. TRANSFER UPON TERMINATION. Upon termination of this Agreement, Maxim shall immediately transfer and assign to Owner any and all interest of Maxim in the Facilities if any,

including the assets set forth in subparagraph 11.a. below, and Owner shall assume and agree in writing to indemnify Maxim to the extent allowable by law against all liabilities set forth in subparagraph 11.b. below, and any existing obligations and liabilities relating to the Facilities authorized by the Annual Budget or approved by Owner. However, Owner shall have no obligation to indemnify Maxim for tort liabilities or other claims against Maxim that result from the **negligence**, intentional malfeasance, gross negligence or other misconduct of Maxim or its agents.

a. Assets to be Transferred. Assets to be transferred and assigned to Owner shall include, but not be limited to, all of Maxim's right, title and interest in and to any of the following arising out of activities of the Facilities or purchased by Maxim from Advances from Owner or Revenues of the Facilities (other than insurance proceeds relating to liabilities not required to be assumed by Owner, which proceeds will be assigned by Owner to Maxim):

- i. Cash in all Facility Accounts;
- ii. Accounts receivable;
- iii. Other receivables;
- iv. Inventories of merchandise, food, beverages and supplies;
- v. All equipment, furniture and fixtures;
- vi. Prepaid accounts and deposits;
- vii. Contract rights;
- viii. Trade names;
- ix. Books and records relating to the Facilities;
- x. Goodwill; and
- xi. Operational guidelines and procedures.

b. Liabilities to be Assumed. Liabilities Owner shall assume, or against which Owner shall indemnify Maxim to the extent allowable by law, shall be all debts and other contractual obligations arising out of the operation of the Facilities. Provided however, Owner shall have no obligation to indemnify Maxim for a debt or contractual obligation incurred by Maxim that was not authorized under the terms of this Agreement. Nothing in this provision shall negate obligations and responsibilities of either party as required under paragraph 12. .

c. Closing. The rights and responsibility of management of the Facilities shall transfer to Owner on the effective date of any termination of this Agreement unless the parties agree otherwise.

12. INDEMNITY. The parties agree that Maxim is not an agent or employee of Owner, and all activities of Maxim relating to the Facilities shall be in Maxim's capacity as independent contractor to

Owner.

a. Obligations of the Parties. To the fullest extent permitted by law, Maxim agrees to defend with counsel selected by Owner, and indemnify and hold harmless Owner, 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 Owner or others, arising from breach or enforcement of this Agreement or out of services and operations grossly negligently performed hereunder by Maxim, or claims relating thereto, and including but not limited to Owner's reliance on or use of the services or products provided by Maxim under the terms of this agreement or due to actions by Maxim or its agents that constitute a knowing disregard for the Owner's interest or Maxim's duty and obligations to Owner. To the fullest extent permitted by law, Owner agrees to defend with counsel selected by Maxim and indemnify and hold harmless Maxim, its officers, 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 Maxim or others, arising from breach or enforcement of this Agreement by Owner or out of Owner's gross negligence, or claims relating thereto.

b. Notice of Claims. Maxim and Owner shall provide each other with prompt written notice of any claim.

~~c. To the fullest extent permitted by law, Maxim agrees to defend with counsel selected by Owner, and indemnify and hold harmless Owner, 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 Owner or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Maxim, or claims relating thereto, and including but not limited to Owner's reliance on or use of the services or products provided by Maxim under the terms of this agreement or due to actions by Maxim or its agents that constitute a knowing disregard for the Owner's interest or Maxim's duty and obligations to Owner. To the fullest extent permitted by law, Owner agrees to indemnify and hold harmless Maxim, its officers, 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 Maxim or others, arising from breach or enforcement of this Agreement by Owner or out of Owner's negligence, or claims relating thereto.~~

13. INSURANCE. As an Expense of the Facilities, Maxim shall obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the State of Missouri. Maxim shall furnish to Owner certificates of insurance or copies of policies, evidencing the required insurance, on or before April 1, 2023, and thereafter shall furnish new certificates upon request.

a. Type and Amount of Insurance. The type and amount of insurance Maxim shall obtain for the Facilities shall be:

Worker's Compensation and Employer's Liability or reasonably acceptable alternative as provided by law.

The Limits for the Employer's Liability shall be not less than:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

Commercial General Liability Policy with a Combined Single Limit of \$3,000,000.00/\$4,000,000.00 including (but not limited to) Premises/Operation, Independent Contractors, Personal Injury, and Products/Completed Operation.

Commercial crime coverage to include:

Forgery or alteration	\$25,000	\$ 1,000 ded.
Theft, Disappearance & Destruction	\$15,000	\$100 ded.
Employee Dishonest-Per Loss	\$300,000	\$10,000 ded.

Comprehensive Automobile Liability (or its equivalent) to include coverage for:

- a) Owned/Leased Automobiles
- b) Non-owned Automobiles
- c) Hired Cars

Limits of \$1,000,000.00 Liability for Bodily Injury and/or Property Damage.

Excess Liability for general and automobile liability purposes in the amount of \$10,000,000.

Additional Insured Endorsement. With respect to the above-described insurance, Maxim agrees to:

- 1) Name the Owner an additional insured under its Commercial General Liability and Commercial Automobile Liability coverages per this contract. Each additional insured endorsement shall expressly afford coverage to the City not only for the name insured's operations or work, but also arising out of the named insured's completed operations. No provision of this contract or the additional insured endorsement coverage shall constitute a waiver of the City's right and ability to assert a defense based on the doctrines of sovereign immunity, official immunity, and/or qualified immunity. Further, it is understood that the coverage provided to the City on an additional insured basis does not apply to any claim or lawsuit which is barred by the doctrines of sovereign immunity, official immunity, or qualified immunity.

2. Provide for thirty days' written notice of cancellation, termination or any material change to the insurance.

3. All of the above stated limits shall apply separately to each location managed by Maxim.

14. COVENANT OF COOPERATION. Maxim shall provide Owner with prompt written notice of any material injuries suffered at the Facilities, significant complaints in reference to service or conditions, whether written or otherwise, about the Facilities or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Maxim further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Maxim in resolving any such complaints, disputes or claims.

15. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Maxim to enter into this Agreement, Owner makes the following representations and warranties to Maxim:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement, subject to express ratification by the Owner's Governing Body. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

16. MAXIM'S REPRESENTATION AND WARRANTIES. To induce Owner to enter into this Agreement, Maxim makes the following representations and warranties to Owner:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Maxim Golf, LLC is a duly organized and validly existing company in good standing under the laws of the State of Missouri.

c. Maxim has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of Maxim, enforceable against Maxim in accordance with its terms.

d. Maxim has sufficient knowledge, training, expertise, skill and resources as to enable it to operate the Facilities in a reasonable and prudent business manner.

e. During the term of this Agreement, Maxim will use all reasonable care to prevent the introduction of any hazardous substances into the Facilities, whether contained in barrels, tanks, equipment (movable or fixed) or other containers deposited or located in land, water, sumps or any other part of the Facilities or incorporated into any structure on the Facilities. Maxim will hold owner harmless from and indemnify owner for any damages and expenses which owner may incur as a result of Maxim's failure to comply with this warranty. Owner acknowledges that some substances necessary for performance of this Agreement may be deemed "hazardous." Owner agrees that this paragraph shall not apply to such necessary substances, provided that Maxim uses all care necessary in the handling and use of such substances. Maxim shall take charge of all tangible personal property belonging to the Owner designated for use by the Neosho Golf Course and shall preserve and protect such property to the extent necessary while such property is utilized for the purposes of operations, to exclude reasonable wear and tear of said property. Said property shall not be transferred, borrowed or used by Maxim for other locations outside of the Owner's golf course without Owner's prior approval.

17. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Maxim shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor Maxim shall be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor Maxim shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

18. CONFIDENTIALITY.

a. Each party agrees that Maxim will provide its knowledge and advice concerning marketing, equipment, financial models, membership retention and other expertise to the Owner, and Owner will provide similar information to Maxim ("Proprietary Information" of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party, shall take reasonable protective measures to insure same (and at least the same measures it takes for its own Proprietary Information) and shall similarly bind its employees in writing. Nothing herein shall prevent Maxim Employees from disclosing Facility performance data to Neosho Golf Course's authorized representatives upon request as determined from time to time by its Board of Advisors, but such information should never be provided to Owner's patrons or competitors. The receiving party shall not be obligated under this Section with respect to information the receiving party can document:

- i. is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or
- ii. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or
- iii. was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or
- iv. was independently developed by employees or consultants of the receiving party without access to such Proprietary Information; or
- v. is required to be disclosed by law.

b. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to equitable relief, including specific performance or an injunction, in addition to any other rights or remedies, including money damages, provided by law.

The obligation to keep this information confidential shall continue indefinitely during and following the termination of the term of this Agreement.

~~19.~~ 19. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action. Specifically, should either party believe that a dispute has risen, then that party shall meet and confer with a designated representative of the other party.

~~20.~~ 20. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first- class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

<u>If to Owner:</u> Attn:	Agent for City of Neosho - Neosho Golf Course David Kennedy City Manager 203 E Main Street
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Neosho, MO 64850

If to Maxim: Bryan Minnis
Chief Executive Officer
5757 East Eagle Knoll Dr
Hartsburg, MO 65039

The names and addresses for notices may be changed by written notice given to the other party as provided above.

~~21.~~ 21. FURTHER ACTS AND COMPETITION. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein. During the term of this Agreement Maxim will not directly or indirectly invest in nor provide services, whether or not for fees or other consideration, to another entity that has one or more golf courses any part of which is located in Randolph County, Missouri, unless agreed upon by Maxim and Owner.

~~22.~~ 22. SECTION HEADINGS. The section headings in this Agreement are for convenience of reference only and shall in no way define, limit, extend or interpret the scope of this Agreement or of any particular section contained herein.

~~23.~~ 23. INTERPRETATION. Unless the context requires otherwise, words used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.

~~24.~~ 24. AMENDMENTS AND WAIVERS. This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.

~~25.~~ 25. ASSIGNMENT. This Agreement shall not be assigned by Maxim without the express written consent of Owner.

~~26.~~ 26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

~~27.~~ 27. GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

~~28. ATTORNEY FEES. If either party files suit in order to enforce any term of this Agreement and is the prevailing party, the other party shall be liable for prevailing party's reasonable attorney's fees and expenses.~~

~~29.~~ 29. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

~~30.~~ 30. SEVERABILITY. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

~~31.~~ 31. ENTIRE AGREEMENT. This Agreement (together with any attached Exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

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

Owner:
City of Neosho, MO.

By: _____
Richard Davidson, Mayor
203 East Main Street
Neosho, MO 64850

ATTEST:

Cheyenne Wright, City Clerk

Maxim:
Maxim Golf , LLC.

By: _____
Bryan Minnis, Executive Officer
5757 East Eagle Knoll Dr
Hartsburg, MO 65039

EXHIBIT A

OWNER'S EXEMPTED FEE SCHEDULE

Green fees for Neosho Youth Golf Association. The green fees for Youth Golf Association members shall be \$0.00 per player per 18 holes without a cart.

The Women's Golf Associations may hold one tournament each year for green fees of \$16.00 per person per 18 holes with cart use, excluding any entry fee, for each eighteen (18) holes of tournament play.

As a benefit of employment, current City of Neosho full-time employees, part-time City of Neosho employees, that work an average of 25 hours a week, and retired City of Neosho employees with at least 5 years of service may play with cart for free. Proof of current employment status/City ID or proof of retirement from the City of Neosho may be required.

A Crowder College Golf Association student (ages 19-22) annual pass fee shall be \$200.00 per person per year.

Women's Golf Association shall be allowed reasonable use of the back room at the Club House at no charge, with such use being a secondary priority to paying Golf Groups.

PERSONAL SERVICES AGREEMENT

For the Management of

Neosho Golf Course

This PERSONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 4th day of March, 2024 by and between the City of Neosho, MO ("Owner"), and Maxim Golf, LLC, a Missouri limited liability company, ("Maxim").

Recitals

A. Owner desires to promote and provide for the management of Neosho Golf Course, including, but not limited to, golf course, clubhouse, pro shop, maintenance building, driving range, grounds, and appurtenances (singularly referred to as "Facility" or collectively referred to as "Facilities").

B. Maxim is a professional golf course, bowling, entertainment, and recreation management company whose principals have experience and expertise related to golf course, and recreation management and promotion.

C. Owner desires to retain Maxim to manage and operate the Facilities on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT. The standard term of this Agreement shall begin 12:00 a.m. on March 1st, 2024 (the "Start Date") and end at 11:59 p.m. on February 28th, 2029, subject to the termination provisions stated herein. If, on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed and Contingent Management Fees, then this Agreement shall be extended for an additional (one) year, and all terms and conditions of this Agreement between Owner and Maxim, other than the terms and conditions set forth in paragraph 7.c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of this Agreement exceed six (6) years. This Agreement is specifically conditioned upon an annual appropriation by Owner and in the event that the Owner shall, in its sole and exclusive discretion, determine not to make an annual appropriation of funds necessary for this Agreement, then this Agreement shall terminate and be null and void as of the last day of the year for which the golf course operation was funded. In the event Owner fails to approve appropriation of funds provided for in this Agreement for any year, Owner will pay Maxim the applicable Monthly Management Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement. In the event that the Owner shall enter into a written contract with another to sell the Facilities or the real estate upon which the Facilities are located, then Owners shall give Maxim notice of the same and the intended date of Closing within 7 calendar days of its complete execution and this Agreement shall terminate upon the Closing of the Sale of the Golf Facility or the property upon which the golf course is located. In this event there shall be no payment of termination or cancellation fees, only liability for fees earned for services performed prior to termination. In the event that a determination is made by the Owner to discontinue its ownership of the Golf Facility, Owner agrees that it will consider sale of the Facilities to Maxim among its options. The preceding sentence shall not

be construed so as to create a right of first refusal or an option to purchase on behalf of Maxim. Maxim can make a reasonable proposal for the purchase of the Facility at any time for consideration by the City of Neosho.

2. SERVICES TO BE PERFORMED BY MAXIM. During the term of this Agreement, Maxim shall operate the Facilities, which shall include, but not be limited to, the collection and disbursement of all monies, the employment of all employees, the promotion and management of the golf course, the purchase and sale of food, beverages, merchandise, supplies and services, the purchase and maintenance of insurance coverage for its operations and equipment, the handling of disputes with third parties, the collection and payment of all appropriate taxes, the securing of all appropriate licenses, permits and approvals and the performance of all other day-to-day activities relative to the Facilities. Maxim shall have an agent present at Neosho Golf Board Meetings. Maxim shall set all fees for golf use by members and customers with the exception of the fee structure as specified in Exhibit "A" of this Agreement and incorporated herein. With respect to the operation of the Facilities, the parties hereto agree as follows:

a. Owner Authorization. Owner hereby grants and delegates to Maxim the authority and the responsibility necessary to permit Maxim to perform its duties under this Agreement and agrees to take such additional steps as are necessary to evidence such delegation and authorization as are reasonably requested by Maxim. Owner hereby grants to Maxim the exclusive right to manage the Facilities according to the terms of this Agreement for the term of this Agreement.

b. Major Decisions. From time to time, Maxim shall submit to Owner or Owner's representative(s) for approval, proposals for major activities, improvements or events, including, but not limited to, capital improvements and expenditures and the Proposed Annual Budgets (as defined in subparagraph 2(d) below). Maxim shall secure Owner's prior approval of all such major proposals. Major Proposals shall be those in which the anticipated cost is in excess of \$5,000 and approved through the annual budget process. Any non-budgeted Major Decision or Major Proposal as defined herein will require Owner's prior approval. Maxim shall, to the best of its ability, operate the Facilities in accordance with the major policy decisions approved by Owner.

c. Operational Guidelines. Maxim shall develop a set of written guidelines ("Operational Guidelines") for the Facilities. The Operational Guidelines shall include information necessary for the operation of the Facilities, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shops and other operations of the Facilities, the hours of operation and other policies relating to the operation of the Facilities. Upon development of the Operational Guidelines, same shall be submitted to Owner for approval and shall become effective only upon approval by Owner, which approval shall not be unreasonably withheld or delayed.

d. Annual Budgets. Not later than August 1st of each year during the term of this Agreement, Maxim shall submit a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming fiscal year. The Proposed Annual Budget shall specify the amount of working capital required to continue operations of the Facility for the upcoming fiscal year in light of all major policy decisions, specify all anticipated expenses required to maintain a reasonable level of equipment, supplies and inventory and all projected expenses for long term capital improvements and equipment. Owner shall approve or reject the Proposed Annual Budget by September 30th, annually. Owner shall specify, in writing, the basis for any rejected item in the Proposed Annual Budget. The Proposed Annual Budget, once approved by Owner, shall be referred to as the "Annual Budget". In the event that the Owner and

Maxim are unable to reach agreement regarding the Annual Budget, then either party may notify the other of their intent to terminate and this Agreement shall terminate on the last day of the term for which there was a budget approved by Owner.

e. Promotion of Facilities. Maxim shall coordinate with and direct to Owner all work done in the promotion, advertisement and public relations with respect to the Facilities. Maxim shall coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, information profiles, progress reports, press releases, digital media, website, and bulletins. Maxim will use reasonable efforts (as limited by Annual Budgets) to assure that the Facilities will be favorably presented in print and all other forms of communications media. All costs for the promotion of the facility shall be the responsibility of the property including contracted marketing services and corporate staff time assigned for marketing design and creation specific to the facility. The personnel cost for the marketing of the facility whether contracted through an outside marketing firm or corporate staff shall not exceed \$8,000 per year fiscal year without the written consent of the Owner. All materials or items developed pursuant to this paragraph shall be the exclusive property of Owner and shall be shown to the agent designated by Owner prior to dissemination.

f. Facility Personnel. Maxim shall hire Facility staff, including all on-site and off-site management personnel, golf professional staff, assistant golf professional staff, golf course superintendents, food and beverage staff, house and grounds maintenance personnel, janitorial staff, and others deemed by Maxim to be appropriate for the efficient operation of the Facilities and to the extent authorized by the Budget for the Facilities as approved by Owner; provided, however, that Owner shall have the right to approve the selection or removal of the golf course head professional, general manager, and golf course superintendent, such approval not to be unreasonably withheld or delayed. All Facilities personnel shall be hired by and be employees of, Maxim, except that Maxim may, in its discretion elect to have some routine functions, such as janitorial functions, performed by independent contractors than employees Maxim will not prevent any of the personnel employed at the Facilities from going to work for Owner or another management company in the event this Agreement expires or is terminated. At termination, Owner and Maxim shall have the right to offer employment to any employee of the Facilities. During the term of this Agreement, Maxim shall not remove or relocate the General Manager, and/or the golf course superintendent of the Golf Facility to another Facility managed by Maxim without obtaining prior Owner consent, which will not be unreasonably withheld or delayed.

g. Corporate Personnel Visitation and Inordinate Time Requirements. To the extent it is necessary for Maxim Golf extended service personnel, or corporate personnel to assist in the daily management of the facility, Maxim Golf shall be reimbursed up to \$500.00 per month for the reimbursement of such additional management needs. Maxim Golf shall bill these charges on an hourly rate of \$50.00 per hour plus travel expenses associated therewith for personnel with a maximum expense not to exceed \$500.00 per month for any given month. Maxim Golf shall have the right to bill the property directly for such expenses and all such expenses shall be reported in the monthly profit and loss statements as an operational expense of the property.

h. Food, Beverage and Merchandise. To the extent permitted by law, Owner shall permit the sale of food, beer, wine and liquor at the Facilities. Maxim shall apply for and obtain required State of Missouri and City of Neosho liquor licenses, and all other required permits and approvals. Owner shall cooperate with Maxim in obtaining such licenses, permits and approvals. Maxim shall comply with all laws relating to the sale of alcoholic beverages. In addition, Maxim shall purchase and sell such other food, beverage and merchandise at the Facilities for such prices as Maxim deems prudent.

3. REVENUES, EXPENSES, APPROVED CAPITAL EXPENDITURES & APPROVED RESERVES.

a. Revenues. "Revenues" shall mean all cash receipts of any kind from operation of the Golf Facility, including, but not limited to, membership fees, green fees, cart rentals, range fees, proceeds from the sale of food, beverage and merchandise, rebates, rentals, interest income, Advances (as hereafter defined) and insurance proceeds. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. Owner also has the right to conduct lessons, schools and other activities on the Facilities and any fees paid by Owner to Maxim to conduct such lessons, schools, or other activities under an agreement with Maxim shall be included as "Revenues". Utility reimbursements, tax collections (non-sales tax), or gifts and contributions made to the facilities shall not be included in the calculation of "Revenues".

b. Expenses. "Expenses" shall mean all necessary, reasonable and ordinary cash expenditures authorized by the Annual Budget established by Owner and Maxim and incurred in connection with the Facilities, including, but not limited to:

- i. Payroll, payroll taxes, employee benefits (including, without limitation, insurance, health and welfare benefits) and unemployment insurance and taxes, and sales, rental and other taxes and governmental fees and charges assessed against the Facilities or their operations;
- ii. Payments for food, beverage, merchandise and supplies;
- iii. Insurance costs for the insurance coverage specified in paragraph 13 hereof and approved in the Annual Budget for the Facilities;
- iv. Payments for advertising and promotion of the Facilities;
- v. Acquisition costs, lease payments and debt service payments for the Facilities, equipment, furniture, fixtures and other capital items as included in the Annual Budget;
- vi. License fees, dues and subscriptions;
- vii. Expenses of hiring and training personnel, except expenses of training Maxim management personnel;
- viii. Costs of maintaining and improving the golf course, pro shop, and other assets of the facilities;
- ix. Fees of outside consultants and third-party contractors retained by Maxim in connection with the operation of the Facilities, such as accountants, attorneys, tax advisers, and marketing public relations consultants, if approved in advance by Owner or Owner's representative;

- x. All Management Fees (as defined in paragraph 7, below) paid to Maxim in accordance with this Agreement, including the Fixed Management Fee. Owner may choose to not include this expense in the operating budget and the operating budget shall be amended accordingly.
- xi. Expenses associated with an annual audit of the Facilities by an Owner designated auditor; and
- xii. Expenses not specifically authorized by the Annual Budget that are approved in advance by the Owner or the Owner's representative.

c. Approved Capital Expenditures. "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, Facility improvements or other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval.

d. Approved Reserves. "Approved Reserves" shall mean the amount of cash approved by Owner to be held by Maxim for future operation of the Facilities.

4. ADVANCES FROM OWNER. If at any time the Net Cash Flow from the operation of the Facilities is not sufficient to meet the Approved Capital Expenditures or Expenses as they become due, Owner shall advance, unless such advance is prohibited by law, to Maxim the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance").

5. ACCOUNTS. All Revenues, Advances and Approved Reserves shall be held by Maxim for Owner, in an account in the name of the owner designating Maxim as an authorized agent on the account, such and sufficient to protect Owner's interest in such funds, subject to such funds being disbursed for Expenses and Approved Capital Expenditures. Maxim shall maintain one or more separate accounts so designated (collectively referred to as "Facility Accounts"), which shall, whenever possible, include interest bearing accounts, pursuant to Missouri Revised Statutes Section 95.280 and as required under Owner's City code, each approved in advance by Owner, for the receipt of Revenues, Advances and Approved Reserves and for the payment of Approved Capital Expenditures Expenses and Approved Reserves. Maxim agrees that Owner shall have one or two designated signers and/or at a minimum one or two designated viewers on such accounts (who will provide Maxim reasonable notice of and account for any transactions conducted by them with respect to the accounts) and that Owner may have access to such accounts via the internet or other methods so that Owner may, without notice, review transaction activity on the accounts. Any check or other order to pay, written for more than \$10,000 (Ten Thousand Dollars) will require a third signature or written approval by one of the Owner's designated signers or other authorized Owner's personnel. Maxim shall account to Owner and pay all payments due to Owner from Facility Accounts in accordance with this Agreement. Maxim shall not commingle Revenues, Advances and Approved Reserves with other money or accounts, and shall not take any money or property from the Facility Accounts or from the Facilities, except to make payments for Approved Capital Expenditures and Expenses as set forth in this Agreement. Maxim shall not purchase goods or services from an entity affiliated with Maxim unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources. Maxim shall comply with requirements, if any, which may become applicable to it regarding purchase of equipment, materials and services.

6. EMPLOYEES. All employees of the Facilities shall be employees of Maxim.

7. MANAGEMENT FEES. In exchange for services rendered by Maxim under this Agreement, Maxim shall be (1) reimbursed from Facility Accounts for all direct and indirect out-of-pocket expenses authorized by this Agreement in connection with the operation of the Facilities, (2) paid from Facility Accounts a Fixed Management Fee as described in subparagraph 7.a. hereinafter, and (3) subject to the terms and conditions of subparagraph 7.b. below, paid from Facility Accounts a Contingent Management Fee. If on any date when any of the foregoing amounts is owing to Maxim the Facility Accounts contain insufficient funds to pay Maxim the amounts owing, Owner, unless prohibited by law, shall immediately make a disbursement to Maxim to cover the shortfall.

a. Fixed Management Fee. A "Fixed Management Fee" shall be paid to Maxim for each month this Agreement is in effect in the applicable amount described in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees). For any partial month, the Fixed Management Fee shall be prorated. The Fixed Management Fee shall be due and payable on the first day of each month.

b. Contingent Management Fee. A "Contingent Management Fee" shall accrue and be payable to Maxim at the end of the first (1st) month following a fiscal year in which Revenues equals or exceeds Revenues Base set forth in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees), provided, however, that no such Fee shall be due and owing unless and until the Owner has received the audited financial statements referenced in paragraph 8 hereof and as hereinafter provided. Within thirty (30) days of receipt of the unaudited annual financial statements for the Facilities that are in form and substance satisfactory to the Owner, said Owner will make a provisional payment of the Contingent Management Fee equal to seventy-five percent (75%) of the Contingent Management Fee as calculated based upon the unaudited financial statements. Upon receipt of the audited financial statements for the Facilities, the Contingent Management Fee will be recalculated based upon the audited financial statements, and the balance paid or refunded as the case may be. If the Owner does not exercise its option to conduct an audit of the Facilities annual financial statements, then the balance of the Contingent Management Fee shall be paid on or before July 1 of the following fiscal year. The amount of the Contingent Management Fee shall be determined by multiplying the Contingent Management Fee Percent set forth in subparagraph 7.c. by the amount by which Revenues for such year exceeds the Revenues Base for the applicable year as set for the in subparagraph 7.c. For purposes of determining the Contingent Management Fee, "Revenues" shall mean the total sum of all Revenues generated by the operation of the Golf Facility as specifically defined by Section 3(a). However, Revenue for purposes of this paragraph shall not include interest, proceeds from the sale of major assets, insurance proceeds, owner subsidies or advances and draws on letters of credit or other revenues not attributable to the operation of the Facilities such as taxes collected (non-sales tax), gifts, donations, and contributions.

Schedule of Fixed and Contingent Management Fees.

Fiscal Year	Fixed Monthly Fee	Contingent Management Fee Percentage	Revenues Base
2024	\$3,667	10%	\$630,000
2025	\$3,750	11%	\$635,000
2026	\$3,833	12%	\$640,000
2027	\$3,917	13%	\$645,000
2028	\$4,000	14%	\$650,000

*If Revenues for Owner equals \$640,000 in fiscal year 2024 then the Contingent Management Fee would be computed as follows: (Example Revenue Base) = \$630,000 (\$10,000 times 10% or a contingent management fee of \$1,000).

If this Agreement is terminated prior to the end of any fiscal year, for purposes of determining the Contingent Management Fee the dollar amount of Revenue Base for that year set forth above shall be adjusted downward, based upon reasonable proration, as determined by utilizing the monthly average of the preceding two fiscal years. If Revenues for any calendar year are less than Adjusted Revenues Base, Owner may, in Owner's sole discretion, consent to the payment of all or any portion of the Contingent Management Fee for that period.

c. Transition Fee. Owner agrees to pay Maxim Golf a pro-rated amount of the Fixed Management Fee of \$3,667 for the month of February, 2024, if Owner requests early commencement of the term of this Agreement, as compensation for the transition to Maxim Golfs management. This fee shall be pro-rated on an equally divided amount of the days of service for the Month of February.

8. ACCOUNTING. Maxim shall maintain books and records relating to the business activities of the Facilities separate from its other books and records. Maxim shall prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Facilities. Thereafter, Maxim shall have monthly financial statements prepared which shall include unaudited balance sheets and income statements (each month's records shall be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Facilities is a business entity separate from Maxim and Owner. Maxim shall deliver to owner a copy to of each month's Monthly Financial Statements by the twentieth day of the following month except where circumstances beyond the reasonable control of Maxim delay delivery of such statements. Owner agrees that if the deadline set forth in the preceding sentence is impractical or impossible for Maxim to meet, Owner shall modify such requirements. In addition, Maxim shall deliver to Owner, not later than November 1st of each year during the term of this Agreement, a copy of fiscal year-end financial statements for the Facilities for the preceding fiscal year prepared in accordance with General Accepted Accounting Principles. At any time during the term of this Agreement and for three (3) years thereafter, Owner shall be entitled to inspect and make copies of the books and records of the Facilities maintained by Maxim, and Owner may conduct a separate audit of the Facilities and/or include the Facilities within the audit of Owner conducted by Owners independent auditors, all Monthly Financial Statements and all annual financial statements. As a Facilities Expense, Maxim shall comply with Owner's audit recommendations. Additionally, at the request of the Owner, Maxim will provide any and all supporting documentation that substantiates the monthly/annual Financial Statements.

9. OWNER'S OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, Owner shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subparagraph 9.a. below. At any time during this Agreement, Maxim shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by Owner of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

a. Events of Default. Any one or more of the following events shall, unless cured in accordance with paragraph 9.b below, constitute a default of this Agreement by Maxim ("Default"):

- i. Any breach by Maxim or Owner of the obligations under

the terms of paragraph 5 of this Agreement;

- ii. A discontinuance by Maxim or Owner of its business or abandonment of its activities at the Facilities;
- iii. A material breach by Maxim or Owner of any material term or provision of this Agreement; or
- iv. The filing of a voluntary or involuntary action by Maxim, Owner or its creditors seeking to declare it as bankrupt.

b. Cure. Maxim shall have thirty (30) days after receipt of written notice from Owner specifying the nature of its Default under paragraph 9.a. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Maxim promptly commences the remedying of such Default and is continuing diligently to complete such cure. Owner shall have thirty (30) days after receipt of written notice from Maxim specifying the nature of its Default under paragraph 9. above within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that Owner promptly commences the remedying of such Default and is continuing diligently to complete such cure, and provided further that Maxim will not discontinue performing services under this Agreement in the event that Owner disputes, in good faith, that it is in default until the parties have resolved the dispute.

c. Exercise of Termination Option. In the event of a Default, the Owner may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Maxim written notice of its election to terminate this Agreement, provided that Maxim has not timely cured the Default. Should Termination Option be exercised, Owner would pay to Maxim the Management Fee and Contingent Fee through the date of termination and reimburse Maxim for all expenses authorized under the terms of this Agreement incurred through the date of termination less damages caused by the breach. For purposes of this paragraph, the date of termination is the date specified by Owner in its notice to Maxim. In the event of a Default by Owner, Maxim may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Owner written notice of its election to terminate this Agreement, provided that Owner has not timely cured the Default, or is not diligently attempting to cure said default.

10. OPTION OF EARLY TERMINATION. Owner shall have the option to terminate this Agreement if any of the following occur without Owner approval: (1) Maxim or substantially all of its assets are sold without Owner's prior consent; (2) Maxim's management team or executive officers significantly change; (3) there is a change in control of Maxim or Owner finds reasonable evidence of fraud or defalcation of its funds or assets by employees or agents of Maxim. Owner may exercise the option for a period of six (6) months after receipt of notice that the respective event has occurred by notifying Maxim in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date Owner gives notice to Maxim except for evidence of theft or defalcation, in which Owner's Notice may be immediate. Early Termination shall not absolve the parties from any obligations of accounting and reimbursement for actions occurring prior to termination.

11. TRANSFER UPON TERMINATION. Upon termination of this Agreement, Maxim shall immediately transfer and assign to Owner any and all interest of Maxim in the Facilities if any,

including the assets set forth in subparagraph 11.a. below, and Owner shall assume and agree in writing to indemnify Maxim to the extent allowable by law against all liabilities set forth in subparagraph 11.b. below, and any existing obligations and liabilities relating to the Facilities authorized by the Annual Budget or approved by Owner. However, Owner shall have no obligation to indemnify Maxim for tort liabilities or other claims against Maxim that result from the , intentional malfeasance, gross negligence or other misconduct of Maxim or its agents.

a. Assets to be Transferred. Assets to be transferred and assigned to Owner shall include, but not be limited to, all of Maxim's right, title and interest in and to any of the following arising out of activities of the Facilities or purchased by Maxim from Advances from Owner or Revenues of the Facilities (other than insurance proceeds relating to liabilities not required to be assumed by Owner, which proceeds will be assigned by Owner to Maxim):

- i. Cash in all Facility Accounts;
- ii. Accounts receivable;
- iii. Other receivables;
- iv. Inventories of merchandise, food, beverages and supplies;
- v. All equipment, furniture and fixtures;
- vi. Prepaid accounts and deposits;
- vii. Contract rights;
- viii. Trade names;
- ix. Books and records relating to the Facilities;
- x. Goodwill; and
- xi. Operational guidelines and procedures.

b. Liabilities to be Assumed. Liabilities Owner shall assume, or against which Owner shall indemnify Maxim to the extent allowable by law, shall be all debts and other contractual obligations arising out of the operation of the Facilities. Provided however, Owner shall have no obligation to indemnify Maxim for a debt or contractual obligation incurred by Maxim that was not authorized under the terms of this Agreement. Nothing in this provision shall negate obligations and responsibilities of either party as required under paragraph 12. .

c. Closing. The rights and responsibility of management of the Facilities shall transfer to Owner on the effective date of any termination of this Agreement unless the parties agree otherwise.

12. INDEMNITY. The parties agree that Maxim is not an agent or employee of Owner, and all activities of Maxim relating to the Facilities shall be in Maxim's capacity as independent contractor to

Owner.

a. Obligations of the Parties. To the fullest extent permitted by law, Maxim agrees to defend with counsel selected by Owner, and indemnify and hold harmless Owner, 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 Owner or others, arising from breach or enforcement of this Agreement or out of services and operations grossly negligently performed hereunder by Maxim, or claims relating thereto, and including but not limited to Owner's reliance on or use of the services or products provided by Maxim under the terms of this agreement or due to actions by Maxim or its agents that constitute a knowing disregard for the Owner's interest or Maxim's duty and obligations to Owner. To the fullest extent permitted by law, Owner agrees to defend with counsel selected by Maxim and indemnify and hold harmless Maxim, its officers, 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 Maxim or others, arising from breach or enforcement of this Agreement by Owner or out of Owner's gross negligence, or claims relating thereto.

b. Notice of Claims. Maxim and Owner shall provide each other with prompt written notice of any claim.

13. INSURANCE. As an Expense of the Facilities, Maxim shall obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the State of Missouri. Maxim shall furnish to Owner certificates of insurance or copies of policies, evidencing the required insurance, on or before April 1, 2023, and thereafter shall furnish new certificates upon request.

a. Type and Amount of Insurance. The type and amount of insurance Maxim shall obtain for the Facilities shall be:

Worker's Compensation and Employer's Liability or reasonably acceptable alternative as provided by law.

The Limits for the Employer's Liability shall be not less than:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

Commercial General Liability Policy with a Combined Single Limit of \$3,000,000.00/\$4,000,000.00 including (but not limited to) Premises/Operation, Independent Contractors, Personal Injury, and Products/Completed Operation.

Commercial crime coverage to include:

Forgery or alteration	\$25,000	\$ 1,000 ded.
Theft, Disappearance & Destruction	\$15,000	\$100 ded.
Employee Dishonest-Per Loss	\$300,000	\$10,000 ded.

Comprehensive Automobile Liability (or its equivalent) to include coverage for:

- a) Owned/Leased Automobiles
- b) Non-owned Automobiles
- c) Hired Cars

Limits of \$1,000,000.00 Liability for Bodily Injury and/or Property Damage.

Excess Liability for general and automobile liability purposes in the amount of \$10,000,000.

Additional Insured Endorsement. With respect to the above-described insurance, Maxim agrees to:

- 1) Name the Owner an additional insured under its Commercial General Liability and Commercial Automobile Liability coverages per this contract. Each additional insured endorsement shall expressly afford coverage to the City not only for the name insured's operations or work, but also arising out of the named insured's completed operations. No provision of this contract or the additional insured endorsement coverage shall constitute a waiver of the City's right and ability to assert a defense based on the doctrines of sovereign immunity, official immunity, and/or qualified immunity. Further, it is understood that the coverage provided to the City on an additional insured basis does not apply to any claim or lawsuit which is barred by the doctrines of sovereign immunity, official immunity, or qualified immunity.

2. Provide for thirty days' written notice of cancellation, termination or any material change to the insurance.

3. All of the above stated limits shall apply separately to each location managed by Maxim.

14. COVENANT OF COOPERATION. Maxim shall provide Owner with prompt written notice of any material injuries suffered at the Facilities, significant complaints in reference to service or conditions, whether written or otherwise, about the Facilities or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Maxim further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Maxim in resolving any such complaints, disputes or claims.

15. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Maxim to enter into this Agreement, Owner makes the following representations and warranties to Maxim:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement, subject to express ratification by the Owner's Governing Body. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

16. MAXIM'S REPRESENTATION AND WARRANTIES. To induce Owner to enter into this Agreement, Maxim makes the following representations and warranties to Owner:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Maxim Golf, LLC is a duly organized and validly existing company in good standing under the laws of the State of Missouri.

c. Maxim has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of Maxim, enforceable against Maxim in accordance with its terms.

d. Maxim has sufficient knowledge, training, expertise, skill and resources as to enable it to operate the Facilities in a reasonable and prudent business manner.

e. During the term of this Agreement, Maxim will use all reasonable care to prevent the introduction of any hazardous substances into the Facilities, whether contained in barrels, tanks, equipment (movable or fixed) or other containers deposited or located in land, water, sumps or any other part of the Facilities or incorporated into any structure on the Facilities. Maxim will hold owner harmless from and indemnify owner for any damages and expenses which owner may incur as a result of Maxim's failure to comply with this warranty. Owner acknowledges that some substances necessary or performance of this Agreement may be deemed "hazardous." Owner agrees that this paragraph shall not apply to such necessary substances, provided that Maxim uses all care necessary in the handling and use of such substances. Maxim shall take charge of all tangible personal property belonging to the Owner designated for use by the Neosho Golf Course and shall preserve and protect such property to the extent necessary while such property is utilized for the purposes of operations, to exclude reasonable wear and tear of said property. Said property shall not be transferred, borrowed or used by Maxim for other locations outside of the Owner's golf course without Owner's prior approval.

17. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Maxim shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor Maxim shall be construed or held to be a partner, limited partner, associate or agent of the other, or be joint ventures with one another. Neither Owner nor Maxim shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

18. CONFIDENTIALITY.

a. Each party agrees that Maxim will provide its knowledge and advice concerning marketing, equipment, financial models, membership retention and other expertise to the Owner, and Owner will provide similar information to Maxim ("Proprietary Information" of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party, shall take reasonable protective measures to insure same (and at least the same measures it takes for its own Proprietary Information) and shall similarly bind its employees in writing. Nothing herein shall prevent Maxim Employees from disclosing Facility performance data to Neosho Golf Course's authorized representatives upon request as determined from time to time by its Board of Advisors, but such information should never be provided to Owner's patrons or competitors. The receiving party shall not be obligated under this Section with respect to information the receiving party can document:

- i. is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or
- ii. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or
- iii. was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or
- iv. was independently developed by employees or consultants of the receiving party without access to such Proprietary Information; or
- v. is required to be disclosed by law.

b. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to equitable relief, including specific performance or an injunction, in addition to any other rights or remedies, including money damages, provided by law.

The obligation to keep this information confidential shall continue indefinitely during and following the termination of the term of this Agreement.

19. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action. Specifically, should either party believe that a dispute has arisen, then that party shall meet and confer with a designated representative of the other party.

20. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first-class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

<u>If to Owner:</u>	Agent for City of Neosho - Neosho Golf Course
Attn:	David Kennedy
	City Manager
	203 E Main Street
	Neosho, MO 64850

<u>If to Maxim:</u>	Bryan Minnis
	Chief Executive Officer
	5757 East Eagle Knoll Dr
	Hartsburg, MO 65039

The names and addresses for notices may be changed by written notice given to the other party as provided above.

21. FURTHER ACTS AND COMPETITION. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all

further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein. During the term of this Agreement Maxim will not directly or indirectly invest in nor provide services, whether or not for fees or other consideration, to another entity that has one or more golf courses any part of which is located in Newton County, Missouri, unless agreed upon by Maxim and Owner.

22. SECTION HEADINGS. The section headings in this Agreement are for convenience of reference only and shall in no way define, limit, extend or interpret the scope of this Agreement or of any particular section contained herein.

23. INTERPRETATION. Unless the context requires otherwise, words used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.

24. AMENDMENTS AND WAIVERS. This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.

25. ASSIGNMENT. This Agreement shall not be assigned by Maxim without the express written consent of Owner.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

28. ATTORNEY FEES. If either party files suit in order to enforce any term of this Agreement and is the prevailing party, the other party shall be liable for prevailing party's reasonable attorney's fees and expenses.

29. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

30. SEVERABILITY. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

31. ENTIRE AGREEMENT. This Agreement (together with any attached Exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

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

Owner:
City of Neosho, MO.

By: _____
Richard Davidson, Mayor
203 East Main Street
Neosho, MO 64850

ATTEST:

Cheyenne Wright, City Clerk

Maxim:
Maxim Golf, LLC.

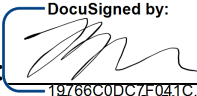
By:  _____
Bryan Minnis, Executive Officer
5757 East Eagle Knoll Dr
Hartsburg, MO 65039

EXHIBIT A

OWNER'S EXEMPTED FEE SCHEDULE

Green fees for Neosho Youth Golf Association. The green fees for Youth Golf Association members shall be \$0.00 per player per 18 holes without a cart.

The Women's Golf Associations may hold one tournament each year for green fees of \$16.00 per person per 18 holes with cart use, excluding any entry fee, for each eighteen (18) holes of tournament play.

As a benefit of employment, current City of Neosho full-time employees, part-time City of Neosho employees, that work an average of 25 hours a week, and retired City of Neosho employees with at least 5 years of service may play with cart for free. Proof of current employment status/City ID or proof of retirement from the City of Neosho may be required.

A Crowder College Golf Association student (ages 19-22) annual pass fee shall be \$200.00 per person per year.

Women's Golf Association shall be allowed reasonable use of the back room at the Club House at no charge, with such use being a secondary priority to paying Golf Groups.

REQUESTED COUNCIL MEETING DATE: February 6, 2024

ITEM: Bill No 2024-07: FY24 Budget Amendment

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill 2043-07 FY24 Amendment 2.6.2024

PURPOSE:

The purpose of this item is to amend City revenue and expenditure budgets to reflect changes since the adoption of the original FY24 budget under Bill no 2023-174.

BACKGROUND:

Staff is requesting to amend the budget for additional expenses and Capital Purchases.

<u>Fund</u>	<u>Increase (Decrease)</u>
100 General Fund	(\$163,427.00)
124 Shop With A Hero	\$12.00
130 Fire Fund	(\$169,545.00)
180 Park & Rec Fund	(\$48,753.00)
300 Capital Fund	(\$0.00)
310 Hotel Motel Fund	(\$45,218.00)
500 Water/Wastewater Fund	(\$150,824.00)
800 Street Department	(\$140,960.00)

Total City Increase (Decrease) in Fund Balance (\$718,715.00)

RECOMMENDATION:

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

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, PROVIDING THAT THE REVENUES AND EXPENDITURES BUDGET BE AMENDED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024.

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

Section 1: That Ordinance No. 445-2023 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 Bal.			
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
100	Trns to Development Service	100-000-3225-115			50,000.00	50,000.00
100	Trns to Capital Impr/Purch	100-000-3285-111			(2,233.00)	(2,233.00)
100	Trns to Capital Impr/Purch	100-000-3285-115			(12,434.00)	(12,434.00)
100	Trns to Capital Improvement	100-000-3285-160			(498,538.00)	(498,538.00)
100	Trns to Capital Improvement	100-000-3285-204			(2,860.00)	(2,860.00)
100	General Admin Miscellaneous	100-110-4800-110	217,000.00		217,000.00	
100	Grant Revenue	100-160-4200-160	452,946.00		452,946.00	
100	General Admin Prof Services	100-110-5260-110		1,792.00	(1,792.00)	
100	General Admin Claims and Jud	100-110-5450-110		350,516.00	(350,516.00)	
100	Celebrate Neosho Shirt Sales	100-113-4480-755	(8,000.00)		(8,000.00)	
100	Fall Festival Sponsorships	100-113-4990-756	8,000.00		8,000.00	
100	I.O.O.F. Professional Service	100-204-5260-204		15,000.00	(15,000.00)	
GENERAL FUND TOTALS			\$669,946.00	\$367,308.00	(\$163,427.00)	(\$516,065.00)

			Fund Bal.			
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
124	Shop With A Hero	124-124-4830-124	1,580.00		1,580.00	
124	Shop With A Hero Expense	124-124-6440-124		1,568.00	(1,568.00)	
SHOP WITH A HERO FUND TOTALS			\$1,580.00	\$1,568.00	\$12.00	\$0.00

			Fund Bal.			
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
130	Trns to Capital Improvement	130-000-3285-000			(168,445.00)	(168,445.00)
130	Fire Uniforms	130-130-5380-130		1,100.00	(1,100.00)	
FIRE FUND TOTALS			\$0.00	\$1,100.00	(\$169,545.00)	(\$168,445.00)

			Fund Bal.			
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
180	Trns to Capital Improvement	180-000-3285-000			(3,753.00)	(3,753.00)
180	Trasfer from Park Sales Tax	180-000-3390-000			(45,000.00)	(45,000.00)

PARK FUND TOTALS	\$0.00	\$0.00	(\$48,753.00)	(\$48,753.00)
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					Fund Bal.	
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
300	Transfer fm City Clerk	300-000-3385-111			2,233.00	2,233.00
300	Transfer fm Development	300-000-3385-115			12,434.00	12,434.00
300	Transfer fm Fire Department	300-000-3385-130			168,445.00	168,445.00
300	Transfer fm Airport	300-000-3385-160			498,538.00	498,538.00
300	Transfer fm Parks & Rec	300-000-3385-180			3,753.00	3,753.00
300	Transfer fm Cemetery	300-000-3385-204			2,860.00	2,860.00
300	Transfer fm Streets Dept	300-000-3385-800			54,938.00	54,938.00
300	Capital Impr/Purch Clerk	300-300-5790-111		2,233.00	(2,233.00)	
300	Capital Impr/Purch Develop	300-300-5790-115		12,434.00	(12,434.00)	
300	Capital Impr/Purch Fire Dept	300-300-5790-130		168,445.00	(168,445.00)	
300	Capital Impr/Purch Airport	300-300-5790-160		498,538.00	(498,538.00)	
300	Capital Impr/Purch IOOF	300-300-5790-204		2,860.00	(2,860.00)	
300	Capital Impr/Purch Parks & Rec	300-300-5790-750		3,753.00	(3,753.00)	
300	Capital Impr/Purch Street Dept	300-300-5790-800		54,938.00	(54,938.00)	
CAPITAL FUND TOTALS			-----	-----	-----	-----
			\$0.00	\$743,201.00	\$0.00	\$743,201.00

					Fund Bal.	
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
310	Motel Promotions	310-310-5240-330		45,218.00	(45,218.00)	
HOTEL MOTEL FUND TOTALS			\$0.00	\$45,218.00	(\$45,218.00)	\$0.00

					Fund Bal.	
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
500	Meter Program Part Time	500-530-5030-531		22,620.00	(22,620.00)	
500	Water Dist Capital Purchase	500-530-5790-530		27,449.00	(27,449.00)	
500	Wastewater Equip Maint	500-610-5330-610		12,500.00	(12,500.00)	
500	WW Vehicle	500-610-5780-610		19,763.00	(19,763.00)	
500	WW Capital Equipment	500-610-5790-610		16,537.00	(16,537.00)	
500	Alliance Contract	500-610-5800-520		11,973.00	(11,973.00)	
500	Alliance Contract	500-610-5800-610		40,082.00	(40,082.00)	
WATER/WASTEWATER FUND TOTALS			\$0.00	\$150,924.00	(\$150,824.00)	\$0.00

					Fund Bal.	
<u>Fund</u>	<u>Account</u>	<u>Account Number</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Increase (Decrease)</u>	<u>Transfers In (Out)</u>
800	Trns to Capital Improvement	800-000-3285-000			(54,938.00)	(54,938.00)
800	Street Contract Streets	800-800-5800-800		86,022.00	(86,022.00)	
STREET DEPARTMENT FUND TOTALS			\$0.00	\$86,022.00	(\$140,960.00)	(\$54,938.00)

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

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

APPROVED after final passage this **February 20, 2024**.

CITY OF NEOSHO, CITY COUNCIL

MAYOR

APPROVED:

ATTEST:

CITY ATTORNEY

CITY CLERK

CITY SEAL

City of Neosho, MO
Friday, January 26, 2024

Chapter 405. Zoning Regulations

Article II. District Regulations

Section 405.179. "RV" Recreational Vehicle Park District.

[Ord. No. 344-2022, 10-18-2022]

A. Purpose. The purpose of this Section is intended to:

1. Provide commercial rental parking spaces and sites for recreational vehicles (RVs), including motor homes, travel trailers, pick-ups, campers and tent trailers.
2. Provide goods and services customarily needed by occupants of the park.
3. Assure reasonable standards for the development of facilities for the occupancy of recreational vehicles on a temporary basis, ranging from short overnight stops to longer destination-type stays of up to ninety (90) days.

B. Design Standards.

1. Minimum Park Area. The minimum size of an RV park shall be two (2) acres.
2. Rental Space Size. Minimum rental space size shall be fifteen hundred (1,500) square feet. Minimum rental space size shall not include any area required for access roads, off-street parking, service buildings, recreation areas, office, and similar RV park needs.
3. Rental Pads. Each site shall be marked and numbered for identification. A minimum of eighty percent (80%) of all spaces shall be equipped with a surfaced area of not less than ten (10) feet by forty (40) feet, containing hookups for temporary water, sewer, and electricity. Surfacing shall consist of gravel, asphalt, or concrete. Where gravel surfacing is used, the design of the gravel pad shall be approved by the City to maintain proper drainage and minimize dust. Where provided, each RV unit shall be parked entirely on the surfaced area so that no part thereof obstructs any roadway or walkway within the RV Park. Those spaces not equipped with such a surfaced area, intended for occupancy by recreational vehicles not having self-contained flush toilets or showers shall be equipped with a gravel pad, the design of which shall be approved by the City, of not less than ten (10) feet by twenty-five (25) feet for RV unit parking and a hookup for temporary

water. Spaces equipped with such a gravel pad shall not exceed twenty percent (20%) of the total number of spaces in the RV Park. No RV unit shall be located in the RV Park for more than ninety (90) days within a one hundred eighty (180) day period. Skirting an RV unit located in the RV Park shall be prohibited. Individual outbuildings and storage units in the RV Park shall be prohibited. Tent camping in the RV Park shall be prohibited.

4. **Setback Requirements.** Each rental space shall meet the following setback requirements:
 - a. Fifty (50) feet when abutting a State or Federal highway or designated major arterial.
 - b. Twenty-five (25) feet when abutting a public right-of-way other than Subsection **(B)(4)(a)** above.
 - c. Fifteen (15) feet when abutting any property line other than Subsection **(B)(4)(a)** or **(b)** above.
 - d. There shall be a minimum distance of ten (10) feet between RV units parked side by side.
 - e. There shall be a minimum distance of ten (10) feet between RV units parked end to end.
 - f. There shall be a minimum distance of twenty (20) feet between any RV space and any building.
5. **Streets.** Streets or roadways and parking areas within the RV Park shall be designed to provide safe and convenient access to all spaces and to facilities for common use by park occupants, and shall be constructed and maintained to allow free movement of emergency and service vehicles at all times, and shall be graded to drain and surfaced with gravel, asphalt or concrete, the design of which shall be approved by the City, to maintain proper drainage and minimize dust. All interior roadways shall be at least thirty-two (32) feet in width for two-way traffic, and at least eighteen (18) feet in width for one-way traffic. Parking shall not be allowed on park streets. A forty-five (45) foot turning radius shall be required on all curves, to allow access by emergency vehicles. Any bridges within the development shall have a capacity of at least sixteen (16) tons, to allow access by emergency vehicles. Road grades shall not exceed six percent (6%). Access into the park from a public street shall meet the same design standards as those of the public street, for a distance of forty (40) feet from the property line into the development. All roadways and walkways within the park shall be adequately lighted at night, to provide safe access.
6. **Frontage.** All spaces shall have a minimum frontage of twenty-five (25) feet along an interior roadway. Any accessory uses such as attached awnings, steps, or pop-outs, shall be considered to be part of the trailer.
7. **Utilities.** All utilities shall be placed underground.
 - a. **Water Supply.** An accessible, adequate, safe and potable supply water under pressure shall be provided in every RV Park. The water supply shall be connected to the City water system and installed to all applicable City standards. All plans and specifications shall be submitted with the zoning or rezoning

- request. Each rental space shall be equipped with at least one (1) water outlet.
- b. Sanitary Sewer. A minimum of eighty percent (80%) of all rental spaces shall be equipped with a hookup to a temporary public sewage system by way of a branch line and riser pipe at least four (4) inches inside diameter. The riser pipe shall be capped with a watertight cap or plug when not in use. Sanitary sewage systems shall comply with the requirements of the State of Missouri and Newton County Health Department.
 - c. Electricity. A minimum of eighty percent (80%) of all rental spaces shall be equipped with an electrical outlet supplying at least 110 volts, or 110/220 volts, installed in accordance with applicable electrical codes.
8. Sanitary Facilities. Every RV Park shall be provided with one (1) or more service buildings equipped with flush toilets and showers. Such facilities shall be kept in a clean and sanitary condition, and plumbing fixtures shall be maintained in good working order. All such facilities shall be adequately lighted at all times and shall be well ventilated. Portable fire extinguishers of a type approved by the Neosho Fire Department shall be kept in the service buildings and at all locations designated by the Fire Department and shall be maintained in operating condition.
 9. Sanitary Disposal Stations. Every RV Park shall contain at least one (1) sanitary disposal station for the sole purpose of removing and disposing of wastes from holding tanks in a clean, efficient and convenient manner. Sanitary disposal stations shall comply with the requirements of the State of Missouri and Newton County Health Department.
 10. Refuse Disposal. The storage, collection and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions. Any refuse facility shall be in a centralized enclosed storage facility. Adequate refuse collection and removal shall be the responsibility of the park owner.
 11. Fire Protection. Fire hydrants shall be installed throughout all RV Parks in accordance with the specification of the Neosho Fire Department. There shall be one (1) hydrant at the entrance to the development, and additional hydrants at a distance not to exceed five hundred (500) feet between hydrants. All buildings within the RV Park shall be equipped with fire extinguishing equipment in good working order of such type, size, and number as prescribed by the Neosho Fire Department.
 12. Landscaping And Open Space. A landscape plan, to be approved by the City Council, shall be required for RV Parks. Landscaping shall be designed to perform the following functions:
 - a. Screen the RV Park visually and audibly from adjacent properties as completely as possible. The RV Park shall be screened from adjacent properties by means of fences or walls, six (6) feet in height, or by means of hedges or other landscaping.
 - b. Provide an attractive entrance and street frontage.
 - c. Provide dust and erosion control.
 - d. Provide a neat, attractive, and aesthetically pleasing appearance.

- C. Establishment Of RV Park. An RV Park may be established on any tract of land held in single ownership or unified control provided that the applicant shall show, and the City Council shall find:
1. That the site is in conformance with sound planning principles and the land use plan for that area, as set forth in the general plan;
 2. That the site has an acceptable relationship to the major thoroughfare plan of the City, and is accessible to recreational vehicles without causing disruption to residential areas; and
 3. That the proposed recreational vehicle park will not overload utility and drainage facilities.
- D. Enlargement Or Expansion.
1. Any enlargement or extension to any existing recreational vehicle park shall be treated as if such enlargement or extension was a new establishment, and thus be subject to all current, applicable regulations.
 2. No enlargement or extensions to any recreational vehicle park shall be permitted unless the existing one is made to conform substantially to all requirements for new construction for such an establishment.
- E. Supplementary Requirements. In addition to the foregoing, the City Council may impose such other conditions, requirements, or limitations concerning the design, development, and operation of such recreational vehicle park as it may deem necessary for the protection of adjacent properties and the public interest.
- F. Recreational Vehicle And Travel Trailer Storage. One (1) recreational vehicle or travel trailer may be stored in a driveway leading to a required off-street parking space for a single-family detached, single-family semi-detached, duplex, or townhouse dwelling unit or mobile home on an individual lot or stored in an enclosed garage or other accessory building, or parked in a rear yard, provided that no living quarters shall be maintained or any business conducted in connection therewith while such recreational vehicle or travel trailer is parked or stored.

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Crowder Reservoir Washout and Access Lid Repair

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. SFID 78846 Proposal A- 1-24-2024
 2. SFID 78846 Proposal B-1-24-2024 - Copy
 3. Camp Crowder Reservoir-IR-2023
-

PURPOSE:

Seeking Council approval for a washout of the Crowder Reservoir underground storage tank and access lid repair.

BACKGROUND:

A recent inspection of the Crowder reservoir revealed some sediment build-up on the floor of the underground storage tank. While the flow through the tank is clean water in, clean water out, over time, sediment does accumulate within the tank and needs to be removed. The current access hatch is original equipment from the 1940s. The structure's top and vents have substantial rust and the bricks are beginning to crumble. The lid has been temporarily covered to prevent rainwater from entering the reservoir, but a replacement is urgently needed. This replacement would include replacing the entire access hatch with a new carbon steel structure protected with a high performance coating system, a lockable, secure access hatch, and 4 new screened vents, all within DNR specs. This project will immediately resolve the safety and security concerns created by the deterioration of this access hatch.

This is not a budgeted item and staff will need to bring back a budget amendment for this project.

RECOMMENDATION:

Staff recommends approval of the quote from Utility Service Company in the amount of \$6,281.00.



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: **01/24/24**

Submitted by: **Tom Stechmann**

Local Phone: (314) 420-4912

SFID: **78846**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): City of Neosho, Missouri			Phone Number: 417-451-8050		Fax Number:	
Street Address: 203 East Main Street			Description of Work to be Performed: Concrete Tank Services			
City: Neosho		State: MO	Zip Code: 64850	Asset Name: Camp Crowder Reservoir		
Accounts Payable Contact Name: Leslie Forest		Email: lforest@neosho.org		Job Site Address: 4380 Doniphan Drive		
Job Contact (Inspection Reports): Brian Pieper		Email: bpieper@alliancewater.com		County / Parish: Newton	Asset Size: 2 MG	
				Asset Style: Concrete/Reservoir		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Twenty Three Thousand One Hundred and Twelve-----00 /100 Dollars \$ 23,112.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work

Concrete Tank Services

- 1. The existing brick access structure shall be removed.**
- 2. Furnish and install a designed and fabricated carbon steel structure protected with a high performance coating system.**
- 3. The access structure shall be equipped with a "Bilco" lockable/ secure access hatch.**
- 4. Four new vent screens shall be installed.**



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Exhibit A – Scope of Work Continued

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usgwater.com

Notes / Exclusions

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Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: **01/24/24**

Submitted by: **Tom Stechmann**

Local Phone: (314) 420-4912

SFID: **78846**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): City of Neosho, Missouri			Phone Number: 417-451-8050		Fax Number:	
Street Address: 203 East Main street			Description of Work to be Performed: Concrete Washout - Condition Assessment - Disinfection			
City: Neosho		State: MO	Zip Code: 64850	Asset Name: Camp Crowder Reservoir		
Accounts Payable Contact Name: Leslie Forest		Email: lforest@neosho.org		Job Site Address: 4380 Doniphan Drive		
Job Contact (Inspection Reports): Brian Pieper		Email: bpieper@alliancewater.com		County / Parish: Newton	Asset Size: 2 MG	
				Asset Style: Concrete/Reservoir		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Six Thousand Two Hundred and Eighty One -----00 /100 Dollars \$ 6,281.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work

Concrete Washout - Condition Assessment - Disinfection for assets which are up to 3,000,000 gallons

1. A date shall be coordinated by both parties for the Owner to provide access to the Asset. Owner shall isolate Asset using existing standard operating procedures.

Owner shall fully drain Asset prior to entry.

Washout of Asset includes the walls, and floor only. Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging within the Asset. Areas above reachable height and ceiling of Asset are excluded.

Perform washout of Asset with allowance for one (1) crew day and 3" depth of soft sediment on the Asset floor.

Pricing is based upon:

Off-site disposal is not included in this proposal.

Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.

We performed an ROV inspection on this asset in November 2023 and it appears the sediment on the tank floor is less than 3". We anticipate this washout will take only 1 day to fully complete. Consequently, this proposal does not include the removal or any remaining additional solids or sediment and no expectation of needing a vactor truck or any other removal equipment. In the event additional man-hours or equipment is required we will discuss with the city and no additional charges will be charged without the agreement and approval from the city.

Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset

Spray disinfection of the Asset walls, floor and ceiling in accordance with AWWA C652 Method 2 (Contact Method) after completion of washout. The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.

A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.

**** Should work time or scope change, Utility Service Co Inc will work with the City of Neosho, Missouri to come to a equitable agreement on a change order. ****



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Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
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Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



Tom Stechmann
Utility Service Company Inc.
1701 Wynbrick Drive
Liberty, MO 64068
314-420-4912

Crowder Ground Reservoir Inspection Report

City of Neosho, Missouri

Prepared For:
City of Neosho

Prepared By:
Tom Stechmann
Water System Consultant

Date:
November 2023



General Information

INTRODUCTION

On November 7, 2023, Utility Service Co., Inc. conducted an ROV inspection of the Concrete Underground water storage tank. The purpose of the inspection was to determine the condition of the **coatings** and **structure**, and evaluate the tank for compliance with current **sanitation** guidelines, **safety & security** regulations and guidelines in accordance AWWA, OSHA, Missouri DNR, Environmental Protection Department, US EPA and US Dept of Homeland Security and related state and federal agencies.

In this report, you will find a description of the current condition of this tank along with photographs to support the recommendations.

TANK DETAILS

CAPACITY:	2 million Gallons	DESIGN:	Concrete Below Grade
INSPECTION DATE:	11-07-2023	INSPECTOR:	Bob Davis
CONSTRUCTION STYLE:	Concrete	CONSTRUCTION DATE:	N/A
BUILDER:	N/A	HEIGHT/ DIMENSION:	N/A
EXTERIOR COATING:	None	EXTERIOR LEAD/ CHROMIUM PRESENCE:	None
INTERIOR COATING:	None	INTERIOR LEAD/CHROMIUM PRESENCE:	None

Exterior Coating Conditions

Exterior:

This concrete tank is below grade and has no exposed exterior surfaces except for the access hatch. The access hatch exterior is brick.

RECOMMENDATIONS

None

Interior Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The tank interior does not contain an epoxy coating. The tank interior exhibits areas of very small cracks.

SIDEWALLS

The tank interior sidewalls do not contain an epoxy coating. The tank sidewalls appear to be in good condition.

FLOOR

The tank floor area is in good condition and does not contain an epoxy coating.

RECOMMENDATIONS

An option for long term structural and water quality integrity, the tank interior can be renovated to include repairing any cracks, preparing and coating the entire tank interior with an NSF certified Epoxy lining system.

- ***Safety, Sanitation, and Structural Conditions***

SAFETY

Ladders

The tank interior steps exhibit severe corrosion. **It is recommended to replace the interior steps.**

Secondary Access Hatch

There is no secondary access hatch on this tank.

SANITATION

Roof Hatch

The roof hatch does not comply with current OSHA standards and MO DNR guidelines which require that roof hatch be a minimum of 24 " diameter and be framed 4" to 6" above the surface of the roof at the opening and that it should be fitted with a solid watertight cover which overlaps the framed opening and extends down around the frame a minimum of two inches to prevent contaminated rainwater from entering the tank. The roof hatch cover exhibits severe corrosion. The brick roof access structure is in poor condition. **It is recommended to remove the entire roof hatch structure and replace it with a stainless steel structure equipped with a complaint locking roof hatch and roof vent.**

Roof Vent

MO DNR guidelines require that a tank have a vent, which is both freeze-proof and insect-proof, on the top of the tank to prevent contamination from birds, bats and insects. These guidelines also suggest the screen be protected from direct contact with the elements. This tank is equipped with louver vents built into the vertical roof access structure. **It is recommended to install a MODNR compliant roof vent.**

STRUCTURAL

The internal piping could not be properly inspected with an ROV.

The interior concrete columns appear to be in good condition.

SECURITY

This tank is equipped with a security fence and the access gate was locked at the time of our inspection.

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall, this concrete reservoir is in fair to good condition. The tank interior could potentially be lined with an NSF certified lining system. In addition to the interior conditions, modifications and/or upgrades are recommended to bring this tower into current standards. The safety and sanitary issues are the most important.

RECOMMENDATIONS

- It is highly recommended to replace the entire roof hatch structure and Install a MODNR compliant roof vent ASAP.



Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6



Photo #7



Photo #8



Photo #9



Photo #10



Photo #11



Photo #12



Photo #13



Photo #14



Photo #15

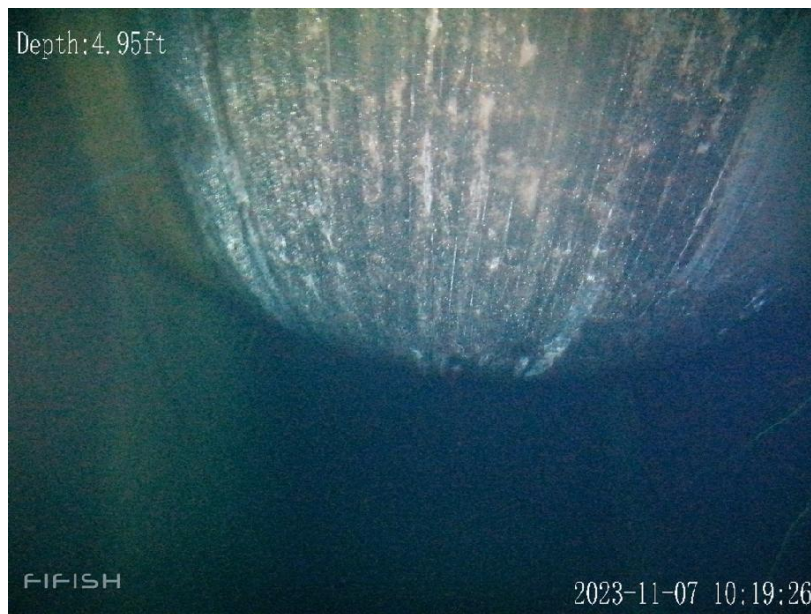


Photo #16



Photo #17



Photo #18



Photo #19



Photo #20



Photo #21



Photo #22



Photo #23



Photo #24



Photo #25



Photo #26



Photo #27

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Bill No. 2024-13: Dangerous Buildings Ordinance Changes

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-13 Dangerous Building Amendment to Chapter 525
 2. Dangerous Building Ordinance MARKED UP
 3. Dangerous Building Ordinance FINAL
-

PURPOSE:

The purpose of this item is to gain council acceptance of changes to the city's Chapter 525 Dangerous Buildings and Structures ordinances.

BACKGROUND:

The city management has changed the departments and staff that investigates dangerous buildings and structures and enforces the applicable ordinances. These changes are reflected in the requested changes in the ordinances. The changes changed the person responsible for the investigation from "building inspector" to "compliance inspector" to allow the new city hall Code Enforcement Officer to investigate and sign-off on dangerous building and structures determinations and places the entire process within the responsibility of the Development Services Department.

RECOMMENDATION:

Staff recommends the council accept the changes to the ordinance.

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Bill No. 2024-13: Dangerous Buildings Ordinance Changes

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-13 Amending Ch 525 - Dangerous Buildings-2/16/2024
 2. Dangerous Building Ordinance MARKED UP
 3. Dangerous Building Ordinance FINAL
-

PURPOSE:

The purpose of this item is to gain council acceptance of changes to the city's Chapter 525 Dangerous Buildings and Structures ordinances.

BACKGROUND:

The city management has changed the departments and staff that investigates dangerous buildings and structures and enforces the applicable ordinances. These changes are reflected in the requested changes in the ordinances. The changes changed the person responsible for the investigation from "building inspector" to "compliance inspector" to allow the new city hall Code Enforcement Officer to investigate and sign-off on dangerous building and structures determinations and places the entire process within the responsibility of the Development Services Department.

RECOMMENDATION:

Staff recommends the council accept the changes to the ordinance.

AN ORDINANCE of the City of Neosho repealing and replacing Chapter 525 Dangerous Buildings and Structures, to amend procedures and appeals for the determination of dangerous buildings and structures of the Code of Ordinances for the City of Neosho.

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

Section 1. That Chapter 525 Dangerous Buildings and Structures of Title V, Building Code is repealed in its entirety and a new Chapter 525 Dangerous Buildings and Structures is hereby adopted to read as follows:

“Chapter 525 Dangerous Buildings and Structures

Article Generally

Section 525.010	Purpose and Scope.
Section 525.020	Dangerous Buildings Defined.
Section 525.030	Dangerous Buildings Declared Nuisance.
Section 525.040	Standards for Repair, Vacation or Demolition.
Section 525.050	Duties of Compliance Inspector — Procedure and Notice.
Section 525.060	Duties of the Director of Development Services.
Section 525.070	Duties of the City Attorney.
Section 525.080	Duties of the Fire Department and Police Department.
Section 525.090	Tests — Director of Development Services Authority to Require.
Section 525.100	Test Methods.
Section 525.110	Emergencies.
Section 525.120	Administrative Liability.
Section 525.130	Violations — Disregarding Notices or Orders.

Article Board of Appeals

Section 525.140	Established.
Section 525.150	Composition.
Section 525.160	Powers.
Section 525.170	Quorum — Organization — Procedure.
Section 525.180	Appeals — Generally.
Section 525.190	Appeal Hearings — Decision.

Article Generally

Section 525.010	Purpose and Scope.
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[Ord. No. 95-28 §1(7-48), 5-2-1995]

It is the purpose of this Chapter to provide a just, equitable and practicable method for the repairing, vacation or demolition of buildings or structures that may endanger the life, limb, health, property, safety or welfare of the occupants of such buildings or the general public, and this Chapter shall apply to all dangerous buildings, as herein defined, that now are in existence or that may hereafter exist in the City of Neosho, Missouri.

Section 525.020 **Dangerous Buildings Defined.**

[Ord. No. 95-28 §1(7-49), 5-2-1995]

A. All buildings or structures that are detrimental to the health, safety or welfare of the residents of the City and that have any or all of the following defects shall be deemed "*dangerous buildings*":

1. Those with interior walls or other vertical structural members that list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
2. Those that, exclusive of the foundation, show thirty-three percent (33%) or more damage or deterioration of the supporting member or members, or fifty percent (50%) damage or deterioration of the non-supporting enclosing or outside walls or covering.
3. Those that have improperly distributed loads upon the floors or roofs, or in which the same are overloaded or that have insufficient strength to be reasonably safe for the purpose used.
4. Those that have been damaged by fire, wind or other causes so as to become dangerous to life, safety or the general health and welfare of the occupants or the people of the City.
5. Those that are so dilapidated, decayed, unsafe, unsanitary or that so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, safety or welfare of those occupying such building.
6. Those having light, air and sanitation facilities that are inadequate to protect the health, safety or general welfare of human beings who live or may live therein.

7. Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes or other adequate means of evacuation.

8. Those that have parts thereof that are so attached that they may fall and injure members of the public or property.

9. Those that because of their condition are unsafe, unsanitary or dangerous to the health, safety or general welfare of the people of this City.

Section 525.030 **Dangerous Buildings Declared Nuisance.**

[Ord. No. 95-28 §1(7-50), 5-2-1995]

All dangerous buildings or structures, as defined by Section **525.020** of this Chapter are hereby declared to be public nuisances, and shall be repaired, vacated or demolished as provided herein.

Section 525.040 **Standards for Repair, Vacation or Demolition.**

[Ord. No. 95-28 §1(7-51), 5-2-1995]

A. The following standards shall be followed in substance by the **Compliance** Inspector, the Director of Development Services and the Director of Public Works, in ordering repair, vacation or demolition of any dangerous building.

1. If the dangerous building can reasonably be repaired so that it no longer will exist in violation of the terms of this Chapter, it shall be ordered repaired.

2. If the dangerous building is in such condition as to make it dangerous to the health, safety or general welfare of its occupants, it shall be ordered to be vacated and repaired.

3. In all cases where a building cannot be repaired so that it no longer will exist in violation of the terms of this Chapter, it shall be demolished.

4. In all cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this Chapter or any ordinance of this City or Statute of the State of Missouri, it shall be repaired or demolished.

Section 525.050 **Duties of **Compliance** Inspector — Procedure and Notice.**

[Ord. No. 95-28 §1(7-52), 5-2-1995]

A. The **Compliance** Inspector(s) shall have the duty under this Chapter to:

1. Inspect, or cause to be inspected, as often as may be necessary, all residential, institutional, assembly, commercial, industrial, garage, special or miscellaneous occupancy buildings for the purpose of determining whether any conditions exist that render such place to be a dangerous building when he/she has reasonable grounds to believe that any such building is dangerous.
2. Inspect any building, wall or structure about which complaints are filed by any person to the effect that a building, wall or structure is or may be existing in violation of this Chapter, and the **Compliance** Inspector determines that there are reasonable grounds to believe that such building is dangerous.
3. Inspect any building, wall or structure reported by the Fire or Police Departments of this City as probably existing in violation of this Chapter.
4. Notify in writing, either by personal service or by certified mail, return receipt requested, or if service cannot be had by either of these modes of service, then service may be had by publication in a newspaper qualified to publish legal notices for two (2) consecutive weeks, the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in said building as shown by the land records of the Recorder of Deeds of Newton County, of any building found by him/her to be a dangerous building within the standards set forth in Section **525.020**.

The notice required shall state that:

- a. The owner must vacate, vacate and repair or vacate and demolish said building and clean up the lot or property on which the building is located in accordance with the terms of the notice and this Chapter.
- b. The occupant or lessee must vacate said building or have it repaired in accordance with the notice and remain in possession.
- c. The mortgagee, agent or other persons having an interest in said building as shown by the land records of the Recorder of Deeds of Newton County may, at his/her own risk, repair, vacate or demolish the building and clean up the property or have such work done; provided, that any person notified under this Subsection to repair, vacate or demolish any building or clean up the property, shall be given such reasonable time not exceeding thirty (30) days, to commence the required work.

5. The notice provided for in this Section shall state a description of the building or structure deemed dangerous, a statement of the particulars that make the building or structure a dangerous building, a statement indicating that as a dangerous building, said building or structure constitutes a nuisance and an order requiring the designated work to be commenced within the time provided for in the above Subsection.

6. Report in writing to the Director of [Development Services](#) the noncompliance with any notice to vacate, repair, demolish, clean up the property or upon the failure to proceed continuously with the work without unnecessary delay.

7. Appear at all hearings conducted by the Director of Development Services and testify as to the condition of dangerous buildings.

8. Immediately report to the Director of [Development Services](#) concerning any building found by him/her to be inherently dangerous and that he/she determined to be a nuisance per se. The Director of [Development Services](#) may direct that such building be marked or posted with a written notice reading substantially as follows:

"This building has been found to be a dangerous building by the Building Inspector. This notice is to remain on this building and/or property until it is repaired, vacated or demolished and the property cleaned up in accordance with the notice that has been given the owner, occupant, lessee, mortgagee or agent of this building, and all other persons having an interest in said building as shown by the land records of the Records of Deeds of Newton County. It is unlawful to remove this notice until such notice is complied with."

Provided, however, that the order by the Director of [Development Services](#) and the posting of said notice, shall not be construed to deprive all persons entitled thereto by this Chapter to the notice and hearing prescribed herein.

Section 525.060 Duties of the Director of [Development Services](#).

[Ord. No. 95-28 §1(7-53), 5-2-1995]

A. The Director of [Development Services](#) shall have the power pursuant to this Chapter to:

1. Supervise all inspections required by this Chapter, and cause the [Compliance](#) Inspector to make inspections and perform all the duties required of him/her by this Chapter. Upon receiving a complaint or report from any source, that a dangerous building exists in the City, the Director of [Development Services](#) shall cause an inspection to be made forthwith. If the Director of [Development Services](#) deems it necessary to the performance of his/her duties and responsibilities imposed herein, the Director of [Development Services](#) may request an inspection and report be made by any other City Department or retain services of an expert whenever the Director of [Development Services](#) deems such service necessary.

2. Upon receipt of a report from the [Compliance](#) Inspector indicating failure by the owner, lessee, occupant, mortgagee, agent or other persons(s) having interest in said building to commence work of reconditioning or demolition within the time specified by this Chapter or upon failure to proceed continuously with work without unnecessary delay, the Director of Public Works shall hold a hearing giving the affected parties full and adequate hearing on the matter.

Written notice of said hearing shall be given, either by personal service or by certified mail, return receipt requested, or if service cannot be had by either of those modes of service then, by publication in a newspaper qualified to publish legal notices, at least ten (10) days in advance of the hearing date, to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by the land records of the Recorder of Deeds of Newton County, to appear before the Director of Public Works on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the [Compliance](#) Inspector's notice as provided herein.

Any party may be represented by counsel and all parties shall have an opportunity to be heard.

3. Make written findings of fact from the evidence offered at said hearing as to whether or not the building in question is a dangerous building within the terms of Section **525.020** of this Chapter.

4. If the evidence supports a finding based upon competent and substantial evidence that the building or structure is a dangerous building, and a nuisance and detrimental to the health, safety or welfare of the residents of the City, the

Director of Public Works shall issue an order based upon its findings of fact commanding the owner, occupant, mortgagee, lessee, agent or other persons(s) having an interest in said building as shown by the land records of Newton County to repair, vacate or demolish any building found to be a dangerous building and to clean up the property, provided that any person so notified, shall have the privilege of either repairing or vacating and repairing said building, if such repair will comply with the ordinances of this City or the owner or any person having an interest in said building as shown by the land records of Newton County, may vacate and demolish said dangerous building at his/her own risk to prevent the acquiring by the City of the lien against the land where the dangerous building stands. If the evidence does not support a finding that a building or structure is a dangerous building, or a nuisance or detrimental to the health, safety or welfare of the residents of the City, no order shall be issued.

5. If the owner, occupant, mortgagee, or lessee fails to comply with the order within thirty (30) days, the Director of [Development Services](#) shall cause such building or structure to be repaired, vacated, or demolished as the facts may warrant; and the Director of [Development Services](#) shall certify the cost of the work borne by the City for such repair, vacation, or demolition to the officer in charge of finance as a special assessment represented by a special tax bill against the real property affected; said cost shall be the actual cost of such repair, vacation, demolition, boarding, cleanup, utility cut, all other necessary measures, and the cost of administering the provisions of this Chapter; however, in no case shall such administrative charge exceed five hundred dollars (\$500.00); said tax bill shall be a lien upon said property and shall be deemed a personal debt against the property owner unless the building or structure is demolished, secured, or repaired by a contractor pursuant to an order issued by the City and such contractor files a mechanic's lien against the property where the dangerous building is located. The contractor may enforce this lien as provided in Section 429.010 to 429.360, RSMo. Except as provided in Subsection (A)(6) of this Section, at the request of the taxpayer this special tax bill may be paid in installments over a period of not more than ten (10) years; said assessment shall bear interest at the rate of eight percent (8%) per annum until paid.

[Ord. No. 288-2022, 3-15-2022]

6. As to damage or loss to a building or other structure caused by or arising out of any fire, explosion or other casualty loss, if an order is issued by the Director of

Development Services as provided in Subsection (5) of this Section, and a special tax bill or assessment is issued against the property, it shall be deemed a personal debt against the property owner. If there are proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure caused by or arising out of any fire, explosion or other casualty loss, the following procedure is established for the payment of up to twenty-five percent (25%) of the insurance proceeds, as set forth in Subdivisions (a) and (b) of this Subsection. This Subsection shall apply only to a covered claim payment that is in excess of fifty percent (50%) of the face value of the policy covering a building or other structure:

a. The insurer shall withhold from the covered claim payment up to twenty-five percent (25%) of the covered claim payment, and shall pay such monies to the City to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under this Chapter.

b. The City shall release the proceeds and any interest that has accrued on such proceeds received under subdivision (a) of this Subsection to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after receipt of such insurance monies, unless the City has instituted legal proceedings under the provisions of Subsection (5) of this Section. If the City has proceeded under the provisions of Subsection (5) of this Section, all monies in excess of that necessary to comply with the provisions of Subsection (5) of this Section for the removal, securing, repair and clean-up of the building or structure and the lot on which it is located, less salvage value, shall be paid to the insured.

7. If there are no proceeds of any insurance policy as set forth in Subsection (6) of this Section, at the request of the taxpayer, the tax bill may be paid in installments over a period of not more than ten (10) years. The tax bill from date of its issuance shall be a lien on the property and a personal debt against the property owner(s) until paid.

8. Subsection (6) of this Section shall apply to fire, explosion or other casualty loss claims arising on all buildings and structures.

9. Subsection (6) of this Section does not make the City a party to any insurance contract, and the insurer is not liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.

10. The Director of [Development Services](#) may certify in lieu of payment of all or part of the covered claim under Subsection (6) that it has obtained satisfactory proof that the insured has removed or will remove the debris and repair, rebuild or otherwise make the premises safe and secure. In this event, the Director of [Development Services](#) shall issue a certificate within thirty (30) days after receipt of proof to permit covered claim payment to the insured without the deduction pursuant to Subsection (6) of this Section. It shall be the obligation of the insured or other person making the claim to provide the insurance company with the written certificate provided from this Subsection.

Section 525.070 **Duties of the City Attorney.**

[Ord. No. 95-28 §1(7-54), 5-2-1995]

A. The City Attorney shall in regard to this Article:

1. Prosecute all persons failing to comply with the terms of the notices provided for in this Article and Subsections (4) and (8) of Section **525.050** of this Article and Subsection (2) of Section **525.060** of this Article and the order provided for in Subsection (4) of Section **525.060** of this Article.
2. Appear at all hearings before the Director of Public Works in regard to dangerous buildings.
3. Bring suit to collect all municipal liens, assessments, or costs incurred by the Director of [Development Services](#) in doing or causing to be done repairing, reconditioning, removing or demolishing dangerous buildings.
4. Take such other legal action as is necessary to carry out the terms and provisions of this Article.

Section 525.080 **Duties of the Fire Department and Police Department.**

[Ord. No. 95-28 §1(7-55), 5-2-1995]

The Chief of the City Fire Department and the Chief of the City Police Department shall make a report in writing to the Director of [Development Services](#) of any dangerous buildings or structures which are, may be, or are suspected to be dangerous buildings as defined in Section **525.020** of this Article. Such reports must be delivered to the Director of [Development Services](#) within twenty-four (24) hours of the discovery of such buildings by any employee of the Fire Department or Police Department.

Section 525.090 Tests — Director of [Development Services](#)' Authority to Require.

[Ord. No. 95-28 §1(7-56), 5-2-1995]

Generally. Whenever there is insufficient evidence of compliance with the provisions of this Article or evidence that any material or any construction does not conform to the requirements of this Article, or in order to substantiate claims for alternate materials or methods of construction, the Director of [Development Services](#) may require tests as proof of compliance to be made at the expense of the owner or his/her agent.

Section 525.100 Test Methods.

[Ord. No. 95-28 §1(7-57), 5-2-1995]

Test methods shall be specified by this Article for the material in question. If there are no appropriate test methods specified in this Article, the Director of [Development Services](#) shall determine the test procedure to be used. Copies of the results of all such tests shall be retained by the Director of [Development Services](#) for a period of not less than two (2) years after the making thereof.

Section 525.110 Emergencies.

[Ord. No. 95-28 §1(7-58), 5-2-1995]

In cases where it reasonably appears that there is immediate danger to the health, safety or welfare of any person unless a dangerous building, as defined herein, is immediately repaired, vacated or demolished and the property is cleaned up, the [Compliance Inspector](#) shall report such facts to the [Development Services](#) Director and the [Development Services](#) Director may cause the immediate repair, vacation or demolition of such dangerous building. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the same manner as provided in Section **525.060**, Subsection (5) et seq.

Section 525.120 Administrative Liability.

[Ord. No. 95-28 §1(7-59), 5-2-1995]

No officer, agent or employee of the City shall render himself/herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the

discharge of his/her duties under this Article. Any suit brought against any officer, agent or employee of the City as a result of any act required or permitted in the discharge of his/her duties under this Article shall be defended by the City Attorney until the final determination of the proceedings therein.

Section 525.130 Violations — Disregarding Notices or Orders.

[Ord. No. 95-28 §1(7-60), 5-2-1995]

The owner, occupant or lessee in possession of any dangerous building who shall fail to comply with the order to repair, vacate or demolish said building given by the [Development Services](#) Director or who shall fail to proceed continuously without unnecessary delay; and any person removing any notices provided for in this Chapter; and any person violating any other provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00). Each day that a person fails to comply with an order of the [Development Services](#) Director may be deemed a separate offense.

Article II Board of Appeals

Section 525.140 Established.

[Ord. No. 95-28 §1(7-68), 5-2-1995]

There is hereby established a Board of Appeals.

Section 525.150 Composition.

[Ord. No. 95-28 §1(7-69), 5-2-1995]

A. The Board of Appeals established by this Article shall consist of seven (7) members as follows:

1. The Mayor;
2. One (1) additional member of the City Council as designated by the Council.
3. The City Manager;
4. The Chief of Police;
5. The Fire Chief;
6. The Development Services Director
7. The Chairman of the City Planning and Zoning Commission.

Section 525.160 **Powers.**

[Ord. No. 95-28 §1(7-70), 5-2-1995]

A. The Board of Appeals established by this Article shall have the following powers:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Director of Development Services or Director of Public Works in the enforcement of this Article.
2. To require attendance of witnesses and production of records and other documents necessary to the conduct of full and impartial hearing.

Section 525.170 **Quorum — Organization — Procedure.**

[Ord. No. 95-28 §1(7-71), 5-2-1995]

Four (4) members of the Board created by this Article shall constitute a quorum. The Board of Appeals shall elect their own Chairman and Secretary. The City Attorney shall be present at all hearings and shall represent the position of the Director of Public Works. The appellant may be represented by Counsel.

Section 525.180 **Appeals — Generally.**

[Ord. No. 95-28 §1(7-72), 5-2-1995]

A. Appeals to the Board established by this Article shall be taken within fifteen (15) days from the service of notice as provided for in Sections 525.050(4) and (8) and 525.060(2) of this Article.

B. The notice of appeal shall set forth the following:

1. The full name and address of the appellant;
2. The name and address of counsel for the appellant, if he/she intends to appear with the counsel at the hearing;
3. The allegations of error appealed from.

C. An appeal stays all proceedings in furtherance of the action appealed from.

Section 525.190 **Appeal Hearings — Decision.**

[Ord. No. 95-28 §1(7-73), 5-2-1995]

A. The Board of Appeals established by this Article shall fix a reasonable time, not less than ten (10) days, from the hearing of the appeal.

B. The Board of Appeals shall render its decision in writing within ten (10) days of the conclusion of the hearing after which appeal may be taken to the Circuit Court as provided by Chapter 536, RSMo. Notice of the decision of the Board of Appeals shall be given by ordinary mail:

1. To the appellant at the address given in the notice of appeal;
2. To the Director of Development Services and Director of Public Works at the City Hall.”

Section 2. This Ordinance shall be effective , 2024.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Bill No. 2024-14: Republic Dumpster Agreement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT: None

PURPOSE:

To seek Council's approval for a new agreement with Republic Services for the two dumpsters located on the square.

BACKGROUND:

Previously, the City utilized GFL formerly WCA for the two dumpsters located behind 123 E Main St and in the parking lot directly in front of Mitchell's Drug Store. The attached agreement is to work with Republic Trash Service for the two downtown dumpsters for a period ending May 2026. The term will be twenty-four (24) months, then monthly until renewal of the franchise agreement for residential trash.

The agreement is for a monthly service fee of \$106.50 for a once a week pick up for the dumpster in the parking lot in front of Mitchell's Drug and \$213.00 per month for a twice-weekly pick-up for the dumpster located at 123 E Main. The dumpsters will have a capacity of six (6) yards each and the ability to lock. The agreement will increase 5% beginning March 2025.

There are additional charges with this agreement. There is an overage charge of \$60.00 per yard when the dumpster is over the 6 yards at pickup.

Phone calls were made to the customers for the preference of once a week or twice-weekly pick-up. Once that information was received and the cost and agreement provided, letters were mailed to the customers with the breakdown of cost.

RECOMMENDATION:

Staff recommends approval of this agreement and to authorize the Mayor to sign.

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Resolution Bill No. 2024-05: Bank Signatory Approval of Golf Management Bank Account

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Res. Bill No. 2024-05 Golf Course Bank Acct Signatures

PURPOSE:

The purpose of Resolution Bill No. 2024-05 is to request and designate new signatories on the City of Neosho Golf Management bank account held at First Community Bank and to approve a transfer into the account for startup funding of \$100,000.00.

BACKGROUND:

As part of the agreement with Maxim Golf, LLC a new bank account is to be opened for golf revenues and expenses to be deposited into and paid from this new account. Maxim agrees that the City shall have two designated signers or separate viewers for the account as well as designate Bryan Minnus with Maxim Golf, LLC as an authorized agent and signatory on the account or in his absence, Ben Costain.

RECOMMENDATION:

Staff recommends Council approve Resolution No. 2024-05 Bank signatories for golf management account.

Resolution Bill No. 2024-05

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, DESIGNATING NEW SIGNATORIES ON CITY OF NEOSHO CHECKING ACCOUNTS HELD AT FIRST COMMUNITY BANK FOR USE OF THE NEOSHO GOLF COURSE

WHEREAS the City of Neosho needs to designate what persons are authorized to draw money on behalf of the City.

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

Section 1: That two signatures are required on the bank checking account established for the use of the Neosho Golf Course the signature of Bryan Minnis and Ben Costain of Maxim Golf, LLC, on behalf of the City of Neosho will be required. In the absence of either Bryan Minnis or Ben Costain the City Manager City shall be required. In the absence of the both Bryan Minnis and Ben Costain the signatures will be required of the City Manager and Mayor.

Section 2: All checks drawn against funds of said bank account be signed by Bryan Minnis and Ben Costain of Maxim Golf, LLC, on behalf of the City of Neosho will be required. In the absence of either Bryan Minnis or Ben Costain the City Manager City shall be required. In the absence of the both Bryan Minnis and Ben Costain the signatures will be required of the City Manager and Mayor, or such other officer or employee as shall be designated hereafter by resolution of the City Council.

Section 3: The above-mentioned bank is authorized and directed to honor and pay any and all checks so drawn and when so signed, whether such checks be payable to the order of any officer or employee signing or countersigning said check, and whether said checks are deposited to the credit of the employee or office holder signing or countersigning said checks.

Section 4: This Resolution shall be in full force upon February ____, 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of February, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Resolution Bill No. 2024-06: 331 Robinson Street Real Estate Purchase

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Res. Bill No. 2024-06 Assignment of Real Estate Contract - 331 Robinson
 2. 331 Robinson Avenue Agreement_Signed
-

PURPOSE:

To approve a Resolution for property acquisition related to the ARPA Stormwater Project on the Hatchery Branch.

BACKGROUND:

The City of Neosho received funding to help with Stormwater along the Hatchery Branch. This included acquiring some residential homes in order to build a new drainage system. This resolution finalizes the acquisition of this property as it relates to the project.

RECOMMENDATION:

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

Resolution Bill No. 2024-06

A RESOLUTION approving a Real Estate Purchase Contract between the City of Neosho, Missouri and Brandon Heydorn and Tory Heydorn, husband and wife, for the purchase of certain real property located in the City of Neosho.

WHEREAS, it is in the best interest of the City of Neosho, Missouri, and its residents for the City to acquire certain real property located in the City for future use by the City; and

WHEREAS, the City of Neosho and and Brandon Heydorn and Tory Heydorn agreed to enter into a Real Estate Purchase Contract for the City to purchase and acquire from Brandon Heydorn and Tory Heydorn said real property.

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

Section 1: The City of Neosho, Missouri, hereby approves the Real Estate Purchase Contract by and between the City of Neosho and Haas Warehousing, Inc. a Missouri Corporation, with a Purchase Price to be the sum of NINETY-THREE THOUSAND AND NO/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 shall be authorized and directed to execute said Contract by and on behalf of the City of Neosho.

Section 3. That the Mayor is hereby authorized and directed to close the purchase of property described therein, in accordance with said contract, and to execute all necessary documents to effectuate the same.

Section 4: This Resolution shall be in full force upon February ____, 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of February, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CITY OF NEOSHO, MISSOURI
REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into by the City of Neosho, Missouri (City) and **AMY NECOLE HOCTER**, a single person and surviving spouse of Steven Wade Hocter (Owner).

WITNESSETH:

WHEREAS, Owner owns the following described property located in Newton County, Missouri;

All of Lot Three (3) in C.L. Bowler's Subdivision in Newton County, Missouri.

WHEREAS, City has agreed with Owner to purchase said property; and

WHEREAS, Owner is agreeable to conveying said property to City.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

1. **CONSIDERATION**: The consideration for the conveyance is **93,000.00 Dollars (\$)**, and Owner will deliver to City a properly executed and acknowledged General Warranty Deed for use in securing payment of the purchase price. The purchase price is to be delivered to Owner by City on or before the 20th day of February 2024, in the form of a check made payable as follows:

2. **POSSESSION OF PROPERTY**: Owner hereby agrees to vacate and give peaceable possession of said above-described property to City upon payment of the consideration specified in **CONSIDERATION** paragraph above, by City to Owner. Owner hereby waives all statutory and common law notice to vacate said premises and, as a further consideration for this agreement, do hereby consent that City may institute all necessary legal proceedings to obtain possession of the property at any time after City becomes entitled to possession of said property under this agreement.

3. **DISCLOSURE OF HAZARDOUS SUBSTANCES ON PROPERTY ACQUIRED**: Owner represents that to the best of Owner's knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Owner's ownership or during previous ownerships at least insofar as the Owner has observed or have been informed. In the alternative, if Owner has knowledge of any of the aforementioned events occurring on the subject property, that information is set out below. If at any time during the period between the execution of this Agreement and the

any of the aforementioned events occurred on the subject property, Owner shall give notice to City immediately. This Agreement is conditional upon full disclosure of any such information by Owner.

3A. RIGHT OF ENTRY FOR ENVIRONMENTAL ASSESSMENT OF PROPERTY:

If applicable, within forty-five (45) days after the final execution of this Agreement, City shall have the right, at City's cost, to inspect the property. City or City's consulting engineer may enter the premises, upon reasonable notice to Owner, to conduct an environmental assessment, and, if applicable, review Owner's environmental permits, reports and related documents and plans. Based on said assessment, City will determine if there are conditions which would create liability for removal or correction or interfere with City's intended use of the property.

4. TERMINATION: City may, at its discretion, void this Agreement if Owner reveals the existence of hazardous substances on the property or if an environmental assessment reveals environmental contamination subjecting the property to costs of removal or remediation under state or federal law.

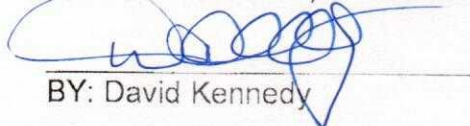
5. LAWS OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

6. PRORATION OF TAXES: City agrees to reimburse Owner a pro rata portion of the real estate taxes for the year in which the property is transferred to City. Reimbursement is to be based on the whole number of months City owns the property and the percentage of total taxes applicable to the property acquired by City. City will make calculation and reimbursement after Owner furnishes a copy of the paid tax receipt.

7. IMPROVEMENTS ACQUIRED - TO BE REMOVED BY CITY: All buildings, equipment, or appurtenances located on the above described property shall become the property of City upon completion of this Agreement whether or not such buildings, equipment or appurtenances are described in the deed of conveyance.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

CITY OF NEOSHO, MISSOURI


BY: David Kennedy

TITLE: City Manager

Executed by City this 7th day of February, 2024.

OWNER

Signatures

Address

Phone No.

Amy Necole Hocter

Amy Necole Hocter

First owner executed on the 1 day of Feb., 2024



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

January 30, 2024

Certified Mail No.

AM
2-1-2024

Amy Nicole Hocter
331 Robinson Avenue
Neosho MO 64850

RE: Acquisition of 331 Robinson Avenue, Neosho, Missouri for Hatchery Branch Stormwater Improvements

WRITTEN OFFER TO PURCHASE

Dear Ms. Hocter,

We have previously informed you of the City of Neosho's interest in acquiring your property for Hatchery Branch Stormwater Improvements in our August 31, 2023 notice letter. Based on the appraisal and review appraisal of your property, we have determined the value to be **\$93,000.00**.

On behalf of the City of Neosho, Allgeier, Martin & Associates, Inc., hereby, makes you a firm offer in the amount of **\$93,000.00** for the purchase of your property for this project.

We believe the above represents the fair market value of your property based on the current appraised value. We urge your favorable consideration and acceptance. If this offer meets your approval, Allgeier, Martin, & Associates, Inc. is prepared to schedule a closing and record the property in the City's name.

The city would like to start construction of this project without delay, therefore, we ask that you contact me at the offices of Allgeier, Martin, and Associates, Inc. no later than 30 days from the date of this letter to arrange to schedule the closing for the purchase of your property. You may contact me at 417-540-7306 at your convenience. You may also contact City Manager David Kennedy at 417-451-8050 if you have any questions or concerns.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Earl Higgins
Right of Way Agent
Earl.Higgins@amce.com
417-540-7306

Attachments:

Appraisal - 331 Robinson Avenue, Neosho, Missouri
Review Appraisal - 331 Robinson Avenue, Neosho, Missouri



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

January 30, 2024

Amy Nicole Hocter
331 Robinson Avenue
Neosho MO 64850

AH
2-1-2024

RE: Notice of Eligibility for Relocation Assistance

Dear Ms. Hocter,

By a letter dated August 31, 2023, you were notified of proposed plans to acquire property you currently own and occupy at 331 Robinson Avenue, Neosho Missouri, for a project which will use federal funding.

It has been determined that you will be displaced by the project. Since you are being displaced in connection with this federally funded project, you will be eligible for relocation assistance and payments under the Uniform Assistance and Real Property Acquisition Policies Act (URA).

- This is your Notice of Eligibility for relocation assistance
- The effective date of your eligibility is January 30, 2024.

To carry out the project, you will need to move. However, you do not need to move now. You will be provided written notice of the date by which you will be required to move. This date will be no less than 90 days from the date comparable replacement housing has been made available to you.

Our preference is to present at least three comparable replacement dwellings that you may wish to consider for your replacement home. As you know the recent trend is a very low inventory of comparable homes in the Neosho real estate market. For that reason we wish to be as responsive to a replacement home opportunity as it may arise, where there may not be three comparable homes available at any given time.

Based on our monitoring of the market, and your submittal of the potential replacement home at 101 E Grand, we believe the dwelling located at 101 E Grand is the most representative of your present home among any available home and it will be used to determine your maximum replacement housing payments. Please contact us immediately if you think this dwelling is not comparable to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

Since the dwelling located at 101 E Grand, Neosho Missouri, would cost \$26,900.00 more than the amount offered for your present home, you may be eligible for a maximum purchase price differential payment of \$26,900.00, in addition to incidental payment costs to purchase your replacement home. If you purchase a replacement dwelling that costs less than \$119,900.00, your replacement housing payment will be based on the actual purchase price of that home.

Please coordinate with this office regarding eligible incidental expenses as you proceed in your acquisition of your replacement home.



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

You are eligible for a moving cost payment, which may be based on the actual costs, or the fixed-cost moving payment schedule, or a combination of the two. The fixed-cost moving payment is determined by the number of rooms in the home. In Missouri, the fixed payment for **4 rooms is \$1,100.00.**

Please note all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact me, **Earl Higgins, Right of Way Agent**, at **417-540-7306**, before you make any moving plans. I will assist you with arrangements for your move to a new home and help ensure that you preserve your eligibility for all relocation payments for which you may be entitled. You may appeal these determinations in writing to the City of Neosho, 203 E. Main Street, Neosho MO 64850.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Earl Higgins
Right of Way Agent
Earl.Higgins@amce.com
417-540-7306

AH
2-1-2024

Attachment:

MLS Data sheet for comparable available home:
101 E Grand

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Resolution Bill No. 2024-07: 303 North Wood Street Real Estate Purchase

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Res. Bill No. 2024-07 Assignment of Real Estate Contract - 303 N Wood
 2. Residential Sales Contract- H Anderson to Blackacre
 3. Assignment of Real Estate Contract 303 North Wood Street
-

PURPOSE:

A Resolution to purchase property at 303 North Wood Street.

BACKGROUND:

The City of Neosho is purchasing the property, 303 North Wood Street, for the future development of a Public Safety Center. This property recently became available for purchase and was presented to the Council to acquire it.

RECOMMENDATION:

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

Resolution Bill No. 2024-07

A RESOLUTION approving an Assignment of Real Estate Contract between the City of Neosho, Missouri and Blackacre Properties, LLC, a Missouri Limited Liability Company for an assignment of rights to purchase certain real property located in the City of Neosho.

WHEREAS, it is in the best interest of the City of Neosho, Missouri, and its residents for the City to acquire certain real property located in the City for future use by the City; and

WHEREAS, Blackacre Properties, LLC, is listed as the Buyer on a contract to purchase real estate located in the City of Neosho and Blackacre Properties, LLC desires to assign its rights as Buyer under that contract to the City; and

WHEREAS, the City of Neosho and Blackacre Properties, LLC. have agreed to enter into an Assignment of Real Estate Contract for an assignment of rights to purchase and the property.

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

Section 1: The City of Neosho, Missouri, hereby approves the Assignment of Real Estate Contract by and between the City of Neosho and Blackacre Properties, LLC. a Missouri Limited Liability Company, for the rights to purchase certain real property with a Purchase Price to be the sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00), a true and accurate copy of said Assignment and the incorporated Real Estate Contract Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor shall be authorized and directed to execute said Contract by and on behalf of the City of Neosho.

Section 3. That the Mayor is hereby authorized and directed to close the purchase of property described therein, in accordance with said contract, and to execute all necessary documents to effectuate the same.

Section 4: This Resolution shall be in full force upon February ____, 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 16th day of January, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Residential Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney before signing.

This Residential Sale Contract ("Contract") is made by and between:

Blackacre Properties, LLC, its successors or assigns ("Buyer") and the undersigned "Seller".

1. PROPERTY.

Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) Neosho

(if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

303 North Wood Street

Neosho

MO 64850

Newton County

Street Address

City

Zip Code

County

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

2. INCLUSIONS/EXCLUSIONS.

The Property includes (but is not limited to) all the following (if any) which are now located on the real estate, all of which Seller warrants to convey to Buyer free and clear at Closing. **Note: This Contract, and not a Seller's Disclosure Statement, MLS or other promotional material, provides for what is included in this sale.**

Access to Property

- Garage Door Openers & Controls
- Keys & Remote Entry Controls

Exterior

- Lighting, Landscaping & Mailbox
- Fences (including hardwired pet systems, collars and controls)
- Sprinkler Systems and Controls
- Electrical, Lighting & TV Related
 - Attic & Ceiling Fans
 - Lighting Fixtures
 - Attached Antennas & TV Mounts
 - Flush Mounted Speakers
 - Fire, Smoke & CO Alarms

Systems & Utilities

- Heating, Cooling, Electrical & Plumbing Fixtures/Systems
- Solar Panels & Systems
- Humidifier (if attached)
- Propane Tanks (excluding portable tanks – see lines 19-20 & 266-267)
- Radiator Shields
- Hardwired Security & Alarm Systems
- Central Vac Systems & Attachments
- Ventilation & Exhaust Fans
- Water Softeners & Sump Pump
- Window Air Conditioning Units
- Fireplace, Equipment & Doors (if attached, including artificial logs)

Kitchen/Cooking Related

- Dishwashers & Trash Compactors
- Garbage Disposals
- Barbecue Grills & Fire Pits (Built-in)
- Microwave Ovens (Built-in)
- Ovens/Ranges/Stoves & Attachments
- Window/Wall & Flooring Related
 - Blinds, Shades, Shutters, Storm Windows & Doors, Screens, Awnings
 - Curtain & Drapery Hardware (only)
 - Attached Mirrors & all Bathroom Mirrors
 - Attached Shelving/ Closet Organizers
 - Attached Floor Coverings

To avoid misunderstanding, list below (as "Included" or "Excluded") any items(s) which may be subject to question:

Included (e.g., non-affixed equipment or other personal property such as refrigerators, TVs, electronics, washer/dryer & appliances):

Excluded (e.g., any item(s) reserved, leased or not owned by Seller, such as propane tanks, water softeners, and solar panels/systems):

3. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$55000

The "Seller Concession" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$0

The "Earnest Money" to be applied to Purchase Price at Closing, is (if applicable, also complete below): \$0

Earnest Money shall be delivered by Buyer to _____ ("Escrow Agent") no later than _____ days (5 if none stated) after the Effective Date.

If Earnest Money is not timely delivered to Escrow Agent, then Seller may terminate this Contract by providing Notice thereof to Buyer at any time prior to delivery of the Earnest Money to Escrow Agent.

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its receipt and deposit of any Earnest Money upon request by any party and may retain any interest earned thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. CLOSING.

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by the Contract, the "Closing") at the office of (the Title Company identified at §6 unless otherwise specified) Newton County Title and Abstract ("Closing Agent") at

107 W Main, Neosho

MO on or before February

27

2024

(the "Closing Date").

Specify Location

Month

Day

Possession and all keys will be delivered to Buyer at Closing. **Brokers are not responsible for delivery of keys. Buyer should change locks following possession and reset to factory setting all codes and passwords on all electronic systems or components at the Property.**

Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., PM-3010 (Residential Lease); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included above.

(Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).

5. SALE/APPRaisal/FINANCING CONTINGENCIES.

A. Sale Contingency. Check one box below:

☒ This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.

☐ This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. If this box is checked, then complete and attach either Rider "Contingency for Sale of Buyer's Existing Property" (MSC-2021R), or "Contingency for Closing of Buyer's Existing Property" (MSC-2022R).

☐ B. Appraisal Contingency. Check this box only if this Appraisal Contingency paragraph is intended to apply:

Note: A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and underwriting requirements vary. If Buyer's performance under this Contract is to be conditioned upon the Property appraising at the Purchase Price, Buyer should check box B above and complete the following.

Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "Appraisal Contingency"). Seller agrees to provide reasonable access to the Property for this purpose upon reasonable advance Notice from Buyer. If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this Appraisal Contingency, Buyer must deliver a written request (and a complete copy of the appraisal) to Seller no later than _____ days (25 if none stated) after the Effective Date. **Note:** MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this Appraisal Contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within _____ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this Appraisal Contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

C. Financing Contingency. Check box 1, 2, or 3 below:

☒ 1. Not Contingent Upon Financing. Although not a condition to performance, Buyer may finance any portion of Purchase Price. (Also check the following, if applicable): ☐ Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

☐ 2. Nonconventional. If this box is checked, then complete and attach the applicable Rider (e.g., Government Loan, MSC-2011R; Seller Financing & Disclosures, MSC-2012R; or Loan Assumption, MSC-2013R).

☐ 3. Conventional. Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is _____ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and despite request, Buyer was unable to obtain such Notice from lender (See MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this subparagraph C.3 and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

(Complete one or both) Loan amount: _____% of the Purchase Price, or \$_____. Initial interest rate not to exceed: _____%. Amortization term _____ years.

Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: _____

Other terms (N/A if blank): _____

If Buyer does not attach MSC-2021R or MSC-2022R (per §5A), then Buyer's inability to obtain a loan due to the failure of the sale and/or closing of another property of Buyer's will **not** constitute grounds to exercise this financing contingency. If there is no appraisal contingency (i.e., if subpart B is not checked above) or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the Purchase Price will **not** constitute grounds to exercise this financing contingency.

Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

6. TITLE/SURVEY. **Note:** Any Seller paid Title Fees set forth below are **in addition** to any "Seller Concessions" (see §10).

Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

Within _____ days (10 if none stated) after the Effective Date (check applicable box below):

☐ A. Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

☐ B. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

☒ C. Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

☐ D. Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment and Owner's Policy shall be issued by _____ (the "Title Company").

Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. **Note:** All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey coverage. MSC-2500 (Survey Order Form) may be used to indicate the type of survey or service Buyer selects and the company to perform the same. Buyer has _____ days (10 if none stated) to review the Title Commitment after its receipt, including (other than the Permitted Exceptions as defined below) all recorded subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced therein which Buyer may desire to obtain (the "Review Period"), and to

deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("**Objections**"); provided, however, that if box 6D is checked, then Buyer has 20 _____ days (20 if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-2500N ("**Title & Survey Notice**") may be used to facilitate the delivery of any Objections.

If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller has 7 _____ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within 3 _____ additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any of them.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey, title, inspection and appraisal costs or charges paid or incurred by Buyer.

Seller is solely responsible and liable for clearing any title or survey exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Title Commitment or a survey for which Buyer does not timely deliver a Notice of objection shall be deemed waived, and together with all laws and zoning ordinances are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

7. INSPECTIONS.

A. General. The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Unless waived in writing (MSC-2051R *As-Is Inspection Waiver Rider* may be used for this purpose), Buyer may inspect the Property or have it inspected by a qualified inspector on Buyer's behalf during the Inspection Period. **Note:** The cost and availability of insurance should be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance. Seller agrees to provide reasonable access to the Property for this purpose, and as may be required by Buyer's lender or insurer, upon reasonable advance Notice from Buyer. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of or access to the Property by or on behalf of Buyer, which obligations shall survive termination of this Contract.

B. Property Data.

Within 5 _____ days (Insert "N/A" if not applicable, otherwise 5 days if none stated) after the Effective Date (the "**Property Data Review Period**"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; taxes; school district; square footage of land or improvements; Subdivision Documents and the presence of registered sex offenders or other convicted criminals in the area ("**Property Data**"). For this purpose, "**Subdivision Documents**" means the unrecorded subdivision/homeowner association bylaws, rules and regulations and financial and insurance information for the subdivision of which the Property is a part. Seller authorizes Buyer to obtain Subdivision Documents from the association and agrees to reasonably cooperate in obtaining the same. Buyer is ultimately responsible for obtaining any Subdivision Documents or other Property Data. If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period. **Note:** MSC-2049N (*Property Data Review Termination Notice*) may be used for this purpose. Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

C. Inspection Reports. Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: flood plain status; environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water well, sewer, septic and wastewater treatment systems and lawn irrigation systems; roofs and other structural improvements; heating and air conditioning, electrical and mechanical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; leaks and exterior drainage; and any appliance included as part of the Property. **Note:** Buyer may use form MSC-2045 (*Buyer's Inspection Authorization*) to coordinate the inspection process.

D. Inspection Notice. Buyer must furnish a copy of the relevant portion(s) of the written inspection report(s) to Seller, along with a written list of any unacceptable condition(s) noted therein (the "**Inspection Notice**", See MSC-2050N), within 10 _____ days (10 if none stated) after the Effective Date (the "**Inspection Period**"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "**Specialist Report**"), Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional 5 _____ days (5 if none stated) to provide the Inspection Notice. **Note:** MSC-2047N (*Notice of Additional Time for Specialist Report*) may be used for this purpose. All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may submit only 1 Inspection Notice. Buyer may not object to anything that is not in an inspection report or Specialist Report.** Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a waiver and acceptance of Buyer of all conditions.

If an Inspection Notice is timely given, it shall state if:

- (1) Buyer is satisfied with all inspections;
- (2) There are unacceptable conditions to be satisfied by Seller (in a workmanlike manner and prior to scheduled Closing Date, unless otherwise specified); or
- (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

LIMITATION of inspection rights (only applies if the following box is checked):

☐ (**Check Box only if applicable**) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above). Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer's Inspection Notice must select from only option (1) or (2) above).

180 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have 10 days (10 if none stated) after
181 Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and pay for
182 the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in lieu thereof; or (c) a resolution otherwise mutually
183 acceptable to the parties, or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either
184 a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense
185 prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; (both scenarios
186 being referred to herein as a "Capitulation") shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations
187 failed. Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items listed in an
188 Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate unless Buyer
189 delivers a Capitulation Notice to Seller within 2 days (2 if left blank) after Buyer's receipt of Seller's Response (or the parties reach
190 a mutually acceptable written agreement prior thereto). **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down
191 payment, interest rate and private mortgage insurance) and may also affect Buyer's ability to obtain any required occupancy permit.

192 **F. Municipal/Governmental Inspections.** Seller agrees to apply for any required occupancy compliance inspection, including those
193 of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If the
194 Property does not pass all such inspections, Seller must provide Notice to Buyer within 15 days (Insert "N/A" if not applicable,
195 otherwise 15 days if none stated) after the Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to**
196 **provide timely Notice eliminates Seller's ability to negotiate any noted inspection violation or requirement, and Seller must**
197 **correct and satisfy all such matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct
198 or satisfy all such matter, Buyer and Seller have 10 days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach
199 a written agreement as to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing
200 in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written
201 commitment by (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to
202 accept the Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an
203 "agreement" for the purposes of this paragraph, even if earlier negotiations failed. *Buyer is cautioned not to rely on governmental*
204 *inspections; and to become independently satisfied with the condition of the Property.*

205 **G. Home Warranty (Check one):** **Note:** Home Warranty plans are not a substitute for inspections.

206 (1) ☒ Buyer acknowledges that Seller is not providing a home warranty plan or service agreement as a part of this sale. Buyer may
207 purchase one separately, if desired.

208 (2) ☐ Seller agrees to pay (but only at and upon Closing), towards the cost of a home warranty plan or service agreement (to be ordered
209 by Buyer or Buyer's Broker) an amount, not to exceed \$_____. Buyer's Broker may receive a fee from the home warranty vendor.

210 (3) ☐ Seller has a home warranty plan or service agreement and will transfer it to Buyer at Closing. (Please add any further explanation,
211 terms and conditions) _____

212 **8. DISPOSITION OF EARNEST MONEY.**

213 Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not
214 distribute the Earnest Money or any other escrowed funds held by it ("Escrow Funds") without the written consent of all parties to this
215 Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said
216 Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil
217 action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds may be
218 paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a
219 court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed
220 Funds in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within
221 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State
222 Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as
223 set forth above). **Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement**
224 **be executed by the parties, then those separate terms may supersede the terms of this Contract.** Whenever this Contract provides
225 for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow
226 Holder and paid to the applicable service provider(s).

227 **9. LOSS/CONDEMNATION.**

228 Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and
229 extended coverage insurance (if any) on the Property, and to do ordinary and necessary maintenance, upkeep and repair, through
230 Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened
231 against any part thereof (a "Taking"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then
232 Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to
233 its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the
234 parties shall proceed to Closing. **Note:** MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver
235 Notice of any Property damage (or Taking) and any election made in connection therewith.

236 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide
237 Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each
238 policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written communications to and from
239 the condemning authority and /or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on
240 account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled
241 to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or
242 Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not
243 covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price
244 otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and
245 rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the

246 Contract, in which case all parties shall be released from any further liability under this Contract and the Earnest Money shall be returned
247 to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to proceed to Closing to Seller within 10 days after Buyer's receipt
248 of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if
249 such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim
250 regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer's prior written approval, which shall not be
251 unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A
252 rescission does not constitute a default. This Section shall survive Closing.

253 **10. ADJUSTMENTS/CLOSING COSTS.**

254 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations
255 hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by
256 Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents
257 required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby
258 specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20
259 CSR 2250-8.150.

260 ***Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.***

261 **Buyer shall pay for (where applicable):**

262 (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for any Survey or
263 appraisal ordered by or for Buyer; (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees)
264 customarily paid by a buyer in the County where the Property is located; (e) any lender charges (e.g., appraisal/credit report fees, loan
265 discount "points", loan origination/funding fees and other loan expenses); (f) any inspections ordered by or for Buyer; (g) special taxes
266 (e.g., Tax Increment Financing Districts, Community Improvement Districts and Neighborhood Improvement Districts), subdivision and
267 any other owner association assessments ("**Special Assessments**") levied after Closing; (h) the value of any heating oil or propane gas
268 left in any tank at the Property (based on supplier current charges); (i) agreed upon repairs; (j) any applicable municipal, conservation,
269 fire district or other governmental authority occupancy compliance permit fees; and (k) any commission or other compensation due from
270 Buyer to the Broker(s).

271 **Seller shall pay for (where applicable):**

272 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) any Seller Concessions;
273 (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the
274 County where the Property is located; (d) any required municipal, conservation, fire district or other governmental authority occupancy
275 compliance inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) agreed upon repairs; and (g) any
276 commission or other compensation due from Seller to the Broker(s).

277 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of Closing:**

278 (a) general taxes (based on currently available assessment and rate, otherwise based on previous year); (b) any installments of Special
279 Assessments becoming due and payable during the calendar year of Closing; (c) subdivision upkeep assessments and monthly
280 association fee; (d) flat rate utility charges (including water, sewer and trash); and (e) boat dock fees.

281 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("Seller Concessions") up to, but not
282 to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title
283 Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees
284 associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller
285 or any brokerage or transaction fees charged by Buyer's Broker).

286 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

287 This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns.
288 Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of
289 the Purchase Price; or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this
290 Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind
291 exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other
292 and its qualified intermediary/third-party facilitator in connection with any such Exchange; provided, however, in no event shall Closing
293 hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or
294 subsequent to any obligation of the parties under this Contract. No party shall, by this Contract or acquiescence to an Exchange, be
295 required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the
296 request of another party (the "**Requesting Party**"), or have its rights or obligations hereunder affected in any manner, or be deemed to
297 have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each
298 other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

299 **12. ENTIRE AGREEMENT/MODIFICATION.**

300 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the
301 Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed,
302 modified or amended, in whole or in part, except in writing signed by all parties.

303 **13. DEFAULT/REMEDIES.**

304 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in
305 writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting
306 party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

307 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a
308 result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from
309 liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer
310 (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing
311 that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return

of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY.

In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. (check one)

☐ A. Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of contingencies under this Contract.

☒ B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 _____ days (1 if none stated) after the Effective Date. Buyer has 3 _____ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☐ C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. LEAD-BASED PAINT DISCLOSURE.

If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

17. WALK-THROUGHS/UTILITIES.

Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter and "walk-through" and verify the condition of the Property upon reasonable advance Notice from Buyer prior to Closing. "Walk-throughs" are not for the purpose of conducting a new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (if any) are completed in a workmanlike manner. **Note:** MSC-2600N (Walk-Through Notice) may be used for this purpose. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on through Closing (unless utilities have been transferred to Buyer).

18. SIGNATURES.

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

19. GOVERNING LAW/CONSTRUCTION.

This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural, masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

20. NOTICES.

Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

373 **21. RIDERS.**

374 The following Riders are attached and incorporated as part of this Contract: (check all that apply)

375 ☐ Back-Up Contract Rider (MSC-2023R)

380 ☐ Rental Property Rider (MSC-2035R)

376 ☐ Condominium Rider (CND-2010R)

381 ☐ Other _____

377 ☐ Contingency for Closing of Buyer's Property (MSC-2022R)

382 ☐ Other _____

378 ☐ Contingency for Sale of Buyer's Property (MSC-2021R)

383 ☐ Other _____

379 ☐ Government Loan Rider (MSC-2011R)

384 ☐ Other _____

385 **Note:** This Contract is designed for use in connection with completed construction. If used for new construction, an appropriate rider
386 addressing things such as approval of final plans, selection of available options (e.g., flooring, colors, appliances), ability and
387 procedures to submit change orders, completion deadlines and consequences for failure to meet the same, inspections, construction
388 loan disbursing, warranties, and anything else that may be important to your situation should be attached.

389 **22. SPECIAL AGREEMENTS.** (complete only if applicable)

390 As is condition. Subject to Tenant rights

393 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)

394 Kim Wood (insert name of licensee) is a real estate broker or salesperson and is (check one or more, as applicable):

395 ☐ a party to this transaction;

396 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or

397 ☒ an immediate family member of ☒ Seller ☐ Buyer. Specify: Niece

398 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** (check one, neither or both, as applicable)

399 ☒ Seller ☐ Buyer (Note: actual compensation shall be determined by applicable brokerage service agreements)

400 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
401 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

402 **25. BROKERAGE RELATIONSHIP.**

403 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that
404 disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or
405 Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property,
406 upon first contact, or immediately upon the occurrence of any change to their relationship.

407 Licensee assisting Buyer is a: (Check appropriate boxes)

408 ☐ Buyer's Limited Agent (acting on behalf of Buyer)

409 ☐ Seller's Limited Agent (acting on behalf of Seller)

410 ☐ Dual Agent (acting on behalf of both Buyer & Seller)

411 ☒ Transaction Broker Assisting Buyer (not acting on
412 behalf of either Buyer or Seller)

413 ☐ Subagent of Seller (acting on behalf of Seller)

414 ☒ (Also check here if serving as a designated agent)

415 Licensee assisting Seller is a: (Check appropriate boxes)

416 ☐ Seller's Limited Agent (acting on behalf of Seller)

417 ☐ Buyer's Limited Agent (acting on behalf of Buyer)

418 ☐ Dual Agent (acting on behalf of both Seller & Buyer)

419 ☒ Transaction Broker Assisting Seller (not acting on
420 behalf of either Seller or Buyer)

421 ☒ (Also check here if serving as a designated agent)

422 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

423 Keller Williams Realty Elevate

424 **Broker's Firm Assisting Buyer**

425 Broker's Firm State License # 2006004550

426 By (Signature) _____

427 Licensee's Printed Name: Kim Wood

428 Licensee's State License # 2017043433

429 Date: _____

Keller Williams Realty Elevate

Broker's Firm Assisting Seller

Broker's Firm State License # 2006004550

By (Signature) _____

Licensee's Printed Name: Kim Wood

Licensee's State License # 2017043433

Date: _____

430 **26. BROKERS ROLE/FRANCHISE DISCLOSURE.**

431 Buyer is strongly encouraged to obtain an appraisal and survey, and to review Subdivision Documents and Property Data, and to
432 otherwise fully inspect the Property. Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or
433 Seller and their respective licensees identified in §25 above, collectively, the "Brokers") may be present during any time of permitted
434 access to the Property. Brokers' presence at the Property at any time shall only serve to assist in the coordination of and compliance
435 with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or understanding of
436 any results. The parties will rely only upon results provided by appropriate expert(s), and acknowledge that Brokers have no expertise
437 or responsibility in analyzing or interpreting those results. The parties will not rely upon the Brokers in any way as to the selection or
438 engagement of any particular company to serve as a lender, appraiser, title company, surveyor or for any inspection/repair, warranty,
439 settlement or other service ("Service Provider"). Such services may be offered by more than one company, and the determination
440 to select and engage a particular Service Provider is to be determined solely by the parties as agreed upon herein. The parties should
441 consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional

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Page 8 of 8
Page 176 of 292

ASSIGNMENT OF REAL ESTATE CONTRACT

Blackacre Properties, LLC, hereinafter referred to as “**Assignor**”, for consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by the **City of Neosho**, Missouri, herein referred to as “**Assignee**”, the receipt of which is hereby acknowledged, does hereby sell, assign, and transfer to the City of Neosho, its successors and assigns, all its interest in a certain Residential Sale Contract wherein **Holly Anderson** is listed as Seller, and **Blackacre Properties, LLC** is listed as Buyer, which Contract covers real estate located at **303 N. Wood St., Neosho, Newton County, Missouri**, a copy of said Contract being marked Exhibit “A”, attached hereto and made a part hereof by reference.

The City of Neosho, as Assignee, agrees to assume all responsibilities contained in said Contract of the Buyer and to perform said Contract according to its terms. The City of Neosho, as Assignee, further states that entering into this Assignment has been authorized by the City Council of the City of Neosho.

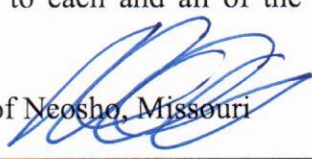
In the event Assignee defaults on the term of the Contract, or determines it no longer wishes to purchase the property, Assignor, at its sole option, shall have the opportunity to terminate this assignment and enforce the Residential Sale Contract as Buyer.



Blackacre Properties, LLC
By David Sims, Sole Member/Manager
Assignor

ACCEPTANCE

The City of Neosho, Assignee, named in the above Assignment, accepts the above Assignment of the Residential Sale Contract and agrees to each and all of the covenants and conditions therein contained.


City of Neosho, Missouri
By: _____
Title: Mayor

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Resolution Bill No. 2024-08: MOU for NSD and City of Neosho for Demolition Project

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Res. Bill No. 2024-08 MOU with NSD for Demolition Project at 105 Lafayette

PURPOSE:

Approve a Resolution between the City of Neosho and Neosho School District for a Community Development block grant.

BACKGROUND:

A grant is available through CDBG funds for community development. The grant requires that a local government submit the application for the funds, the contract being submitted deeds the property in question to the City of Neosho. This project will be funded by the Neosho School District.

The city attorney has reviewed the contract, and possession of the property will not take place until the environmental studies are completed and the results are reviewed.

RECOMMENDATION:

To approve the contract as submitted and authorize the Mayor to execute it.

Resolution Bill No. 2024-08

A RESOLUTION approving a Memorandum of Understanding and Agreement with the Neosho School District for the purpose of cooperating in the Community Development Block Grant Program for the property located at 105 N. Lafayette Street within the City of Neosho.

WHEREAS, District owns the property commonly known as 105 N. Lafayette St., Neosho, MO 64850 (“the District Property”), which is a vacant, non-governmental building; and

WHEREAS, the District Property is located in Downtown Neosho and is blighted and deteriorated; and

WHEREAS, District desires to demolish the District Property in pursuit of its new STEAM school, which will contribute to the downtown revitalization of Neosho; and

WHEREAS, the Community Development Block Grant Program (CDBG) offers grants to eligible Missouri communities to engage in revitalization efforts to renew downtown areas and restore them to their former prominence as a center of community activity, commonly referred to as the Downtown Revitalization program; and

WHEREAS, City and District desire to enter into this Agreement for the purpose of pursuing said CDBG Downtown Revitalization program funding on the terms and conditions contained herein.

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

Section 1: The City of Neosho, Missouri, hereby approves the Memorandum of Understanding and Agreement (MOU) by and between the City of Neosho and the Neosho School District for cooperation on a project under the CDBG for property located at 105 N. Lafayette, a true and accurate copy of said MOU being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor shall be authorized and directed to execute said MOU by and on behalf of the City of Neosho.

Section 3. That the Mayor is hereby authorized and directed to execute all necessary documents to effectuate the same.

Section 4: This Resolution shall be in full force upon February ____, 2024, and all other resolutions in conflict herewith are repealed.

Resolution Bill No. 2024-08

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of February, 2024, by a vote of _____.

—

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Resolution Bill No. 2024-09: Neosho Police / Joplin Police Mutual Aid Agreement

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Res. Bill No. 2024-09 Joplin Mutual Aid Police Serv

PURPOSE:

Updated Mutual Aid Agreement with Joplin, MO police.

BACKGROUND:

Joplin Police Department has hired a new Chief Of Police. This new agreement reflects those changes.

RECOMMENDATION:

Staff recommends the mayor be allowed to sign the Mutual Aid Agreement. The agreement has been reviewed and approved by the City Attorney.

Resolution Bill No. 2024-09

A RESOLUTION approving an Intergovernmental Police Protection Mutual Aid Agreement with the City of Joplin for the purpose of providing mutual aid police services between both municipalities.

WHEREAS, the City of Neosho and the City of Joplin each operate municipal police departments for police protection; and

WHEREAS, the City of Joplin seeks to offer mutual aid police services to the City of Neosho and the City of Neosho seeks to offer mutual aid police service to the City of Joplin; and

WHEREAS, it is in the best interest of the City of Neosho and its residents for the City to enter into an Intergovernmental Police Protection Mutual Aid Agreement with the City of Joplin.

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

Section 1: The City of Neosho, Missouri, hereby approves the Intergovernmental Police Protection Mutual Aid Agreement (Agreement) by and between the City of Neosho and the City of Joplin for the purpose of providing mutual aid police services between both municipalities; 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. Chief of Police for the Police Department of the City of Neosho, Missouri, is hereby authorized and directed to execute said MOU by and on behalf of the City of Neosho.

Section 4: This Resolution shall be in full force upon February ____, 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of February, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: February 20, 2024**ITEM:** Amendment to Electric Service Agreement with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department**ATTACHMENT:****1. Liberty Electric Agreement Amendments**

PURPOSE:

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

BACKGROUND:

These amendments are for the replacement of twelve non-working streetlights and being replaced with new LED streetlights. These lights will come with a small monthly decrease in usage charges.

1. 1229 Reid Rd.	WO#1030400	monthly decrease	-\$1.78
2. Greenwood & Bus 49	WO#1030402	monthly increase	\$0.77
3. Wall St & Jefferson Ave	WO#1029784	monthly decrease	-\$1.78
4. 320 Washington Ave	WO#1030250	monthly decrease	-\$3.36
5. Broadway & Grant St	WO#1030393	monthly increase	\$0.77
6. Mayberry Dr & Reid Rd	WO#1030397	monthly decrease	-\$1.78
7. Morse Skate Park	WO#1030258	monthly decrease	-\$3.36
8. E Coler & Lafayette St	WO#1030226	monthly increase	\$0.77
9. Mary & Old Senic	WO#1030223	monthly increase	\$0.77
10. Pineville & Oak Cliff	WO#1029397	monthly increase	\$0.77
11. Oak Ridge & Eliff Dr.	WO#1029391	monthly increase	\$0.77
12. Oak Ridge & Hwy 60	WO#1029383	monthly decrease	-\$0.46

Total monthly decrease of -\$7.90

RECOMMENDATION:

The City Staff recommends the Council approve the contract and authorize the mayor to sign the noted amendments.

Work Order # 1030223

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the City of Neosho hereinafter called CITY, on the 5th day of February, 2024 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Mary & Old Scenic1	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	Mary & Old Scenic	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 352.50	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 298.12	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$298.12
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.83
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.24
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.77

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

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____ By _____
Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	448	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	190
11,000L - 250W	13	16,000L - 150W	173	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030223	DATE COMPLETED _____	
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$298.12	\$57,568.27	\$639,647.47

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Work Order # 1030226

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **5th** day of **February, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	E Coler & N Lafayette	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	E Coler & N Lafayette	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 352.50	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 298.12	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$298.12
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.83
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.24
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.77

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	447	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	191
11,000L - 250W	13	16,000L - 150W	173	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030226	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$298.12	\$57,595.10
	ACCUMULATIVE INVESTMENT CHARGE
	\$639,945.59

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # 1030250

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **6th** day of **February, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	320 Washington Ave - P5 installed	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 142.58	
Remove	320 Washington Ave	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 142.58	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ (75.89)	

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

C	Total Facility Usage Charge for this Request (Total Line B)	-\$75.89
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	-\$6.83
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$40.26
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$3.36

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	447	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	192
11,000L - 250W	13	16,000L - 150W	172	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030250	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
-\$75.89	\$57,588.27
	ACCUMULATIVE INVESTMENT CHARGE
	\$639,869.70

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # **1030258****The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **6th** day of **February, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Morse Park Skate Park - P5 installed	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 142.58	
Remove	Morse Park Skate Park	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 142.58	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ (75.89)	

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

C	Total Facility Usage Charge for this Request (Total Line B)	-\$75.89
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	-\$6.83
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$40.26
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$3.36

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	447	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	193
11,000L - 250W	13	16,000L - 150W	171	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030258

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

-\$75.89

\$57,581.44

\$639,793.81

The Empire District Electric CompanyCompany Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Work Order # **1030393****The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **9th** day of **February, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Broadway & Grant	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	Broadway & Grant	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 352.50	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 298.12	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$298.12
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.83
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.24
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.77

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	446	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	194
11,000L - 250W	13	16,000L - 150W	171	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030393

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$298.12

\$57,608.27

\$640,091.93

The Empire District Electric CompanyCompany Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Work Order # 1030397

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **9th** day of **February, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Mayberry & Reid Rd	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	Mayberry & Reid Rd	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 352.50	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 134.03	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$134.03
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$12.06
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.37
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.78

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	446	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	195
11,000L - 250W	13	16,000L - 150W	170	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030397	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$134.03	\$57,620.34
	ACCUMULATIVE INVESTMENT CHARGE
	\$640,225.96

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # **1030400**

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

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

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	1229 Reid Rd	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	1229 Reid Rd	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 352.50	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 134.03	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$134.03
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$12.06
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.37
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.78

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	446	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	196
11,000L - 250W	13	16,000L - 150W	169	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030400	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$134.03	\$57,632.40
	ACCUMULATIVE INVESTMENT CHARGE
	\$640,359.99

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # 1030402

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **9th** day of **February, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Greenwood & Bus 49	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	Greenwood & Bus 49	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 352.50	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 298.12	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$298.12
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.83
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.24
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.77

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	445	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	197
11,000L - 250W	13	16,000L - 150W	169	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1030402	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$298.12	\$57,659.23
	ACCUMULATIVE INVESTMENT CHARGE
	\$640,658.11

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # **1029383****The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **4th** day of **January, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Oak Ridge & Hwy 601	13,000L-16,000L 250W eq LED 2 Cobrahead	1	\$100.02		\$ 619.46	
Remove	Oak Ridge & Hwy 60	27,500L 250W HPS Cobrahead	1		\$139.85		\$ 238.87
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$100.02	\$139.85	\$ 619.46	\$ 238.87
A Annual Energy Charge for this Request (Install minus Remove)				-\$39.83			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 380.59	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$380.59
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$34.25
E	Annual Energy Charge for this Request (Total Line A)	-\$39.83
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$5.58
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$0.46

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	451	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	186
11,000L - 250W	13	16,000L - 150W	174	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1029383	DATE COMPLETED _____	
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$380.59	\$57,475.72	\$638,619.08

The Empire District Electric CompanyCompany Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Work Order # **1029391****The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **4th** day of **January, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Oak Ridge & Eliff Dr	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	Oak Ridge & Eliff Dr	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 352.50	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 298.12	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$298.12
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.83
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.24
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.77

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	450	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	187
11,000L - 250W	13	16,000L - 150W	174	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1029391	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$298.12	\$57,502.55
	ACCUMULATIVE INVESTMENT CHARGE
	\$638,917.20

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # **1029397****The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **4th** day of **January, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Pineville Rd & Oak Cliff	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	Pineville & Oak Cliff	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 352.50	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 298.12	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$298.12
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.83
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.24
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.77

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	449	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	188
11,000L - 250W	13	16,000L - 150W	174	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1029397	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$298.12	\$57,529.38
	ACCUMULATIVE INVESTMENT CHARGE
	\$639,215.32

The Empire District Electric CompanyCompany Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

Work Order # 1029784

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **18th** day of **January, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Wall St Treatment Plant	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 352.50	
Remove	Wall st Treatment Plant	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 352.50	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 134.03	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$134.03
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$12.06
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.37
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.78

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

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	449	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	189
11,000L - 250W	13	16,000L - 150W	173	20,500L - 250W	58	13,000 - 16,000L - 250W	4
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1029784

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$134.03

\$57,541.44

\$639,349.35

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: NLC- Service Line Customer Warranty Letter

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. NLC-Service Line Customer Warranty Letter

PURPOSE:

Seek Council's guidance and input on letters to be mailed to Neosho water and wastewater customers for the Service line warranty program.

BACKGROUND:

On January 16, 2024, Resolution 2024-02 was approved by the Council, agreeing to allow Utility Service Partners Private Label, Inc d/b/a Service Line Warranties of America to offer their warranty program to residential customers.

RECOMMENDATION:

Staff recommends moving forward with the letters as presented.



JZS

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 33310
PERMIT NO. 750



City of Neosho

Missouri

Dear City of Neosho Homeowner;

The City of Neosho has allowed Service Line Warranties of America (SLWA)*, an independent company and an administrator of home emergency repair solutions to homeowners nationwide, to offer Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage to Neosho homeowners.

Many homeowners are not aware that they are responsible for certain repairs; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines on their private property. Many homeowners are not prepared to handle the high costs of unexpected water service or sewer/septic line breakdowns.

Optional plans from SLWA can help protect you from the potentially expensive repair costs of water and sewer/septic lines inside and outside your home.

The enclosed information is provided to help you decide whether a plan from SLWA is right for you.

Please visit www.slwofa.com for frequently asked questions and links to additional information. You can also call SLWA toll-free at 1-844-257-8795 for more information, to sign up for coverage, or to opt out of any future SLWA mailings.

City of Neosho

*Service Line Warranties of America ("SLWA"), an independent company separate from the City of Neosho, offers these optional plans. Your choice of whether to purchase these plans will not affect the price, availability or terms of service from your local utility or community. The City of Neosho and SLWA entered into an agreement to introduce these plans to Neosho homeowners.



Information for Neosho Homeowners



JZS

<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



Please reply by:
<<Month X, XXXX>>

Dear <<Mr. Sample>>,

Many homeowners are not aware that repairs to the exterior water service or sewer/septic lines that run between your home and the public utility connection are the responsibility of the homeowner.

Water service and sewer/septic lines are subjected to changing soil conditions, ground shifting and corrosion—which may cause a breakdown without warning, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses.

The City of Neosho has allowed Service Line Warranties of America (SLWA),* an independent company, to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this *optional* coverage and you'll receive as many service calls as you need up to \$8,500 per call for covered water service or well line repairs, and as many service calls as you need up to \$8,500 per call for covered sewer/septic line repairs (30-day wait includes a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline to schedule a repair. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as \$5.25 per month. Your emergency is dealt with and your water service or sewer/septic line is back to normal.

In the event of an emergency, these plans can save you a significant amount of money and the time of finding a plumber, which can be difficult in the best of times. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers.

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call SLWA toll-free at 1-844-257-8795. I certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

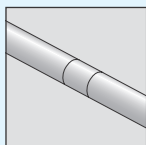
Sincerely,

Andrew Wright
SVP, Customer Service
Service Line Warranties of America

*Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to purchase this plan will not affect any service you have with your local utility or community. Your local utility or community and SLWA entered into an agreement to introduce these plans. See *eligibility requirements and coverage limitations in this package*.

What would you do in an exterior line emergency?

The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.

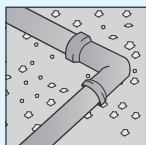


Replace water service line (26–100 ft.)

\$2,832

Plan Members:

No Charge†



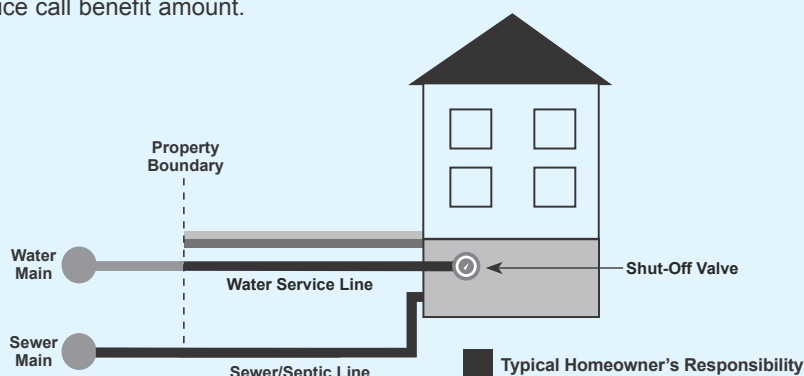
Replace sewer/septic line (26–75 ft.)

\$5,754

Plan Members:

No Charge†

†National average repair costs as of January 2023. No charge for covered repairs up to the service call benefit amount.



The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic/collection tanks, leaching fields, pumps or grinders are not covered.

Take A Look At The Benefits You'll Receive

- Covered Repairs** – Guaranteed for one full year.
- 24-Hour Emergency Repair Service Hotline** – Open 24 hours a day, 365 days a year.
- Our Promise to You** – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.

Exterior Water Service Line Coverage



Exterior Sewer/Septic Line Coverage



Visit www.slwofa.com to protect your exterior lines or call toll-free 1-844-257-8795

Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line on your property.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What's Covered" section.

Who is eligible for coverage?

To be eligible, you must own both the residential single structure and the land it is located on. You are not eligible if your home is a recreational vehicle or otherwise intended to be moved; your property is used for commercial purposes; you know of any current problems with your exterior water service or exterior sewer/septic lines before enrollment, your entire line(s) is shared with a 3rd party or covered by a homeowners' association or the like, or your exterior sewer/septic line has failed a smoke or dye test, camera inspection or any other proactive test without resolution. In IA, properties with more than 4 dwelling units are not eligible.

What should I know about this coverage?

What's covered: Coverage provides, up to the applicable benefit limit, to repair or replace the following, that have experienced an operational failure, for which you have sole responsibility, that are damaged due to normal wear and tear, not accident or negligence. **Exterior Water Service Line Coverage:** The water line from your utility's responsibility or external wall of your well casing to the water meter or main shut-off valve inside your home. Repair or replacement of non-functioning stop boxes, shut-off valves, pressure reducing valves and backflow prevention devices is also covered. **Exterior Sewer/Septic Line Coverage:** The sewer line from the external wall of your home up to your utility's responsibility, or septic line from the external wall of your home up to the point of connection to the septic tank on your property, including branch drains from the point they exit the home to the point they re-enter the home.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the following product-specific exclusions: **Exterior Water Service Line Not Covered:** Branch lines; any tanks or appliances. Additional exclusions apply. **Exterior Sewer/Septic Line Not Covered:** Septic/collection tanks; leaching fields; grinder pumps; non-conforming drain lines; or branch lines. Additional exclusions apply. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling 1-844-257-8795 or going to www.slwofa.com. Costs on covered repairs may exceed the benefit limit, in which case you pay the difference between the cost and the benefit limit. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions.

When can I make a service call?

Your plan(s) start the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period.

What is the cancellation policy?

Cancel any time by calling SLWA at 1-844-257-8795 or visiting www.slwofa.com. If you cancel either plan within 30 days of your start date, you will get a full refund of the cancelled plan(s) (less claims paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund of the cancelled plan(s) (less claims paid, where applicable).

What is the term of my service agreement?

The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

Who is SLWA?

SLWA is an independent company, separate from your local utility or community. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

Acceptance Form

Reply ID: Please see below for applicable Reply ID



For fastest processing
scan here.

Please confirm your name and address below and make any changes if necessary.

<<Mr. Sample A. Sample, Serv_Address1 xxxxxxxx, Serv_Address2 xxxxxxxx, Serv_City, ST Zip>>

By providing my e-mail address, I request that I be e-mailed my current and future service agreements and any related documents, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA. The phone number and e-mail address provided below are good ways to reach me.

E-mail Address _____

Phone #

[illegible]

1. Choose Your Protection Plan(s)

TAKE 10% OFF for the first year
when you select both plans

	Best Value			
	Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage		Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
PAYMENT SCHEDULE	Reply ID: <<MC3-MAILCODE-xxxx>> Reply ID: <<MC4-MAILCODE-xxxx>>		Reply ID: <<MC1-MAILCODE-xxxx>>	Reply ID: <<MC2-MAILCODE-xxxx>>
MONTHLY	☐ \$42.50	\$11.24	☐ \$5.25	☐ \$7.25
QUARTERLY	☐ \$37.50	\$33.72	☐ \$15.75	☐ \$21.75
YEARLY	☐ \$150.00	\$134.88	☐ \$63.00	☐ \$87.00

2. Choose Your Payment Method

- ☐
- E-Z Pay**
- (see back of letter)

By signing below, I authorize SLWA to use account information from the enclosed check to make electronic fund transfers to automatically initiate my first and future debits to my bank account at the frequency and amount specified in the Payment Schedule, plus any applicable taxes, in connection with my payments for the plan(s) selected. I understand my check will be converted to an electronic debit for my first payment, instead of deposited as a paper check.

- ☐
- Credit/Debit Card**

By signing below, I authorize SLWA to charge my first and future payments, plus any applicable taxes, for the plan(s) selected to my credit/debit card at the frequency and amount specified in the Payment Schedule.

- ☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER

Card Number	Exp. Date

- ☐
- Annual Check or Money Order**

I have enclosed my check or money order, payable to SLWA, for my annual payment for the plan(s) selected.

Yes, please sign me up for the protection plan(s) from SLWA I have selected. *I understand this optional plan(s) is based on an annual contract and will be automatically renewed annually on the same payment terms I selected at the then-current renewal price (currently \$12.50 per month if I select both plans), plus any applicable taxes, unless I cancel.* I can cancel this contract(s) any time at no additional cost, without obligation to make future plan payments, by calling 1-844-257-8795 or visiting www.slwofa.com. *Your Data:* See our homepage at www.slwofa.com. I agree I have read the coverage details in this package and confirm I am the homeowner, meet all other eligibility requirements, and understand the coverage limitations and exclusions

Signature (required)

<<customer no>>



Please Reply by <<Month X, XXXX>>



JZS

<<MR. SAMPLE A SAMPLE_XX>>
<<MAIL_ADDRESS1_XXXXXXXX>>
<<MAIL_ADDRESS2_XXXXXXXX>>
<<MAIL_CITY_XX, ST ZIP>>



Dear <<Mr. Sample>>,

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Water service and sewer/septic lines are subjected to changing soil conditions, ground shifting and corrosion—which may cause a breakdown without warning, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses.

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Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call SLWA toll-free at 1-844-257-8795. I certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

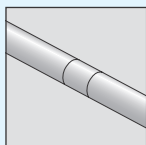
Sincerely,

Andrew Wright
SVP, Customer Service
Service Line Warranties of America

*Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to purchase this plan will not affect any service you have with your local utility or community. Your local utility or community and SLWA entered into an agreement to introduce these plans. See *eligibility requirements and coverage limitations in this package*.

What would you do in an exterior line emergency?

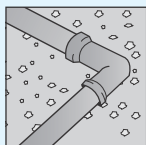
The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the service call benefit amount.



Replace water service line (26–100 ft.)

\$2,832

**Plan Members:
No Charge†**

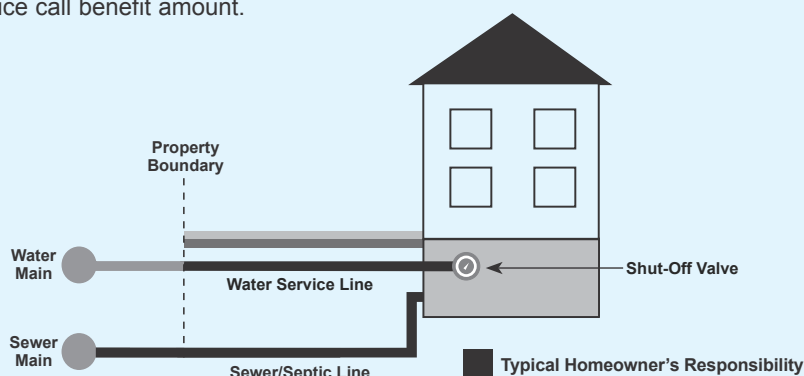


Replace sewer/septic line (26–75 ft.)

\$5,754

**Plan Members:
No Charge†**

†National average repair costs as of January 2023. No charge for covered repairs up to the service call benefit amount.



The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic/collection tanks, leaching fields, pumps or grinders are not covered.

Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
1. Covered Repairs – Guaranteed for one full year.	✓	✓
2. 24-Hour Emergency Repair Service Hotline – Open 24 hours a day, 365 days a year.	✓	✓
3. Our Promise to You – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.	✓	✓

Visit www.slwofa.com to protect your exterior lines or call toll-free 1-844-257-8795

Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line on your property.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What's Covered" section.

Who is eligible for coverage?

To be eligible, you must own both the residential single structure and the land it is located on. You are not eligible if your home is a recreational vehicle or otherwise intended to be moved; your property is used for commercial purposes; you know of any current problems with your exterior water service or exterior sewer/septic lines before enrollment, your entire line(s) is shared with a 3rd party or covered by a homeowners' association or the like, or your exterior sewer/septic line has failed a smoke or dye test, camera inspection or any other proactive test without resolution. In IA, properties with more than 4 dwelling units are not eligible.

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Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the following product-specific exclusions: **Exterior Water Service Line Not Covered:** Branch lines; any tanks or appliances. Additional exclusions apply. **Exterior Sewer/Septic Line Not Covered:** Septic/collection tanks; leaching fields; grinder pumps; non-conforming drain lines; or branch lines. Additional exclusions apply. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling 1-844-257-8795 or going to www.slwofa.com. Costs on covered repairs may exceed the benefit limit, in which case you pay the difference between the cost and the benefit limit. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions.

When can I make a service call?

Your plan(s) start the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period.

What is the cancellation policy?

Cancel any time by calling SLWA at 1-844-257-8795 or visiting www.slwofa.com. If you cancel either plan within 30 days of your start date, you will get a full refund of the cancelled plan(s) (less claims paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund of the cancelled plan(s) (less claims paid, where applicable).

What is the term of my service agreement?

The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

Who is SLWA?

SLWA is an independent company, separate from your local utility or community. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

Acceptance Form

Reply ID: Please see below for applicable Reply ID



**For fastest processing
scan here.**

Please confirm your name and address below and make any changes if necessary.

<<Mr. Sample A. Sample, Serv_Address1 xxxxxxxx, Serv_Address2 xxxxxxxx, Serv_City, ST Zip>>

By providing my e-mail address, I request that I be e-mailed my current and future service agreements and any related documents, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA. The phone number and e-mail address provided below are good ways to reach me.

E-mail Address _____

Phone #

[illegible]

1. Choose Your Protection Plan(s)

**TAKE 10% OFF for the first year
when you select both plans**

	Best Value			
	Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage		Exterior Water Service Line Coverage	Exterior Sewer/Septic Line Coverage
PAYMENT SCHEDULE	Reply ID: <<MC3-MAILCODE-xxxx>> Reply ID: <<MC4-MAILCODE-xxxx>>		Reply ID: <<MC1-MAILCODE-xxxx>>	Reply ID: <<MC2-MAILCODE-xxxx>>
MONTHLY	☐ \$12.50	\$11.24	☐ \$5.25	☐ \$7.25
QUARTERLY	☐ \$37.50	\$33.72	☐ \$15.75	☐ \$21.75
YEARLY	☐ \$150.00	\$134.88	☐ \$63.00	☐ \$87.00

2. Choose Your Payment Method

☐ **E-Z Pay** (see back of letter)

By signing below, I authorize SLWA to use account information from the enclosed check to make electronic fund transfers to automatically initiate my first and future debits to my bank account at the frequency and amount specified in the Payment Schedule, plus any applicable taxes, in connection with my payments for the plan(s) selected. I understand my check will be converted to an electronic debit for my first payment, instead of deposited as a paper check.

☐ **Credit/Debit Card**

By signing below, I authorize SLWA to charge my first and future payments, plus any applicable taxes, for the plan(s) selected to my credit/debit card at the frequency and amount specified in the Payment Schedule.

☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER

Card Number
 Exp. Date

☐ **Annual Check or Money Order**

I have enclosed my check or money order, payable to SLWA, for my annual payment for the plan(s) selected.

Yes, please sign me up for the protection plan(s) from SLWA I have selected. *I understand this optional plan(s) is based on an annual contract and will be automatically renewed annually on the same payment terms I selected at the then-current renewal price (currently \$12.50 per month if I select both plans), plus any applicable taxes, unless I cancel.* I can cancel this contract(s) any time at no additional cost, without obligation to make future plan payments, by calling 1-844-257-8795 or visiting www.slwofa.com. *Your Data:* See our homepage at www.slwofa.com. I agree I have read the coverage details in this package and confirm I am the homeowner, meet all other eligibility requirements, and understand the coverage limitations and exclusions

Signature (required)

<<customer no>>

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: 1420 N Business 49 Voluntary Annexation Request

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT: None

PURPOSE:

The purpose of this item is to gain council consensus on a date for a public hearing for a requested voluntary annexation of Neosho Storage LLC., 1420 N Business 49.

BACKGROUND:

The city ordinance requires that the City Council set a public hearing date for the requested annexation. Once a date is determined, staff will make the required posting.

RECOMMENDATION:

Staff recommends a public hearing date and time of Tuesday, March 5, 2024, at 7:00pm in the City Council Chambers during the City Council meeting.

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Air Force T-37 static display aircraft agreement

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. T-37 Loan Agreement 2024
 2. T-37 Inventory Report 2024
 3. T-37 Supporting Documents
-

PURPOSE:

The purpose of this item is to gain council approval for the mayor to sign a loan agreement and inventory report with the National Museum of the United States Air Force to continue the city's use of the T-37 jet on display at the Hugh Robinson Airport.

BACKGROUND:

The city has a T-37 jet training aircraft on static display at the entrance to Neosho's Hugh Robinson Airport. It has been a fixture at this location for many years. These agreement documents continue the current arrangement with the National Museum of the United States Air Force for this delay. This is expected to be the last annual renewal as the NMUSAF is changing to a five-year renewal cycle.

RECOMMENDATION:

Staff recommends the council authorizes the renewal.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2024-2029 LOAN AGREEMENT, SDA0356

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF NEOSHO hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of MO and located at NEOSHO, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2024 and ending 31 March 2029. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before **1 April 2024**.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by MO Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.3. In the event the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. (serial number), but painted and marked to depict (nomenclature), Serial No. (serial number), assigned to the (Unit and/or person) in (location or theater) during (year)."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree to resolve the dispute in the federal court with appropriate jurisdiction.

Executed on behalf of the NMUSAF, this 27th Day of January 2024, at Wright-Patterson AFB Ohio.

By: SHAW.MELISSA.L.1268824703
A.L.1268824703
MELISSA SHAW

Digitally signed by
SHAW.MELISSA.L.1268824703
Date: 2024.01.27 17:31:14 -05'00'

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2024, at _____.

(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____

Email: _____

**NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801**

Loan Account Number: SDA0356

03-Jan-24

Catalog Number	Nomenclature	Field Site Location	Value
SD-2003-0001	AIRCRAFT, T-37B, 58-1888	1400 TERRY JOHNSON DRIVE	\$10,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature:

(Historical Property Custodian)

(Date)

RICHARD DAVIDSON

Typed or Printed Name

Mayor

Typed or Printed Title

National Museum of the United States Air Force™
Loan Account Point of Contact
2024

Loan Account Number	SDA0356
City/Organization Name	CITY OF NEOSHO
Mailing Address	203 EAST MAIN
City	NEOSHO
State	MO
Zip Code	64850
Historical Property Custodian	HONORABLE RICHARD DAVIDSON
Title	MAYOR OF NEOSHO
Primary Point of Contact (POC)	MR RICHARD LEAVENS
Title	
Primary POC Phone Numbers	417-451-8050
Primary POC Email Address	rlavens@neoshomo.org



CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

National Museum of the US Air Force
1100 Spaatz St,
Wright Patterson AFB, OH 45433-7102
Certificate Holder ID # NAMUS01

NAME AND ADDRESS OF INSURED

City of Neosho
As participants in Missouri Intergovernmental Risk Management
Association
203 E Main Street
Neosho, MO 64850

INSURING COMPANY

MIRMA
Midwest Employers Casualty Company
The Travelers Indemnity Company

POLICY NUMBER

Self-Insured
EWC009403
KTXK-FAC-1802B40-3-23

EXPIRATION

7/1/24
7/1/24
7/1/24

<u>Type of Insurance</u>	<u>Perils Covered</u>	<u>Limit Per Occurrence</u>	<u>Deductible Per Occurrence</u>
General Liability	Comprehensive	\$1,000,000 (CSL BI/PD)	None
Auto Liability	Comprehensive	\$1,000,000 (CSL BI/PD)	None
Workers' Compensation	Statutory		None
Property	Special Form, EQ and Flood	(*)	\$1,000
(* Values to be determined at time of loss)			

Description: Re: Evidence of Coverage in Force.

Conditions:

Cancellation: Should any of the above-described policies be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days' written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents, representatives or the issuer of this certificate.

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed above.

Date of Issuance: 7/1/23

Lockton Companies

By: _____





SD-2003-0001 - FRONT



SD-2003-0001 - RIGHT SIDE



SD-2003-0001 - LEFT SIDE



SD-2003-0001 - REAR

REQUESTED COUNCIL MEETING DATE: February 20, 2024

ITEM: Huey Helicopter "Annual Certification of Army Materiel Status" renewal

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. 2023 helicopter-annual-certification
 2. Helicopter, Utility, UH-1H Series (Huey) 68-15533
-

PURPOSE:

The purpose of this item is to gain the council's approval or the mayor's signature on the Huey Helicopter status report.

BACKGROUND:

The city has a United States Army Huey UH-1H helicopter on static display on Waldo Hatler Memorial Drive near the Veterans' of Foreign Wars Hall. The city has used this helicopter as a display for several years. This document reports the condition of the aircraft and continues the agreement.

RECOMMENDATION:

Staff recommends the council's authorization of the mayor's signature.

ANNUAL CERTIFICATION OF ARMY MATERIEL STATUS

SECTION I – ORGANIZATION INFORMATION

1. Organization Name: City of Neosho 2. City: Neosho 3. State: Missouri

SECTION II – EQUIPMENT INFORMATION

In accordance with the Conditional Deed of Gift for:

1. Helicopter, Utility, UH-1H Series (Huey) 2. 68-15533
Equipment Type Serial Number

Under the terms of Public Law 10 USC §2572, I certify that the aforementioned equipment:

(Check Only One)

☒ is still required, displayed and maintained in a clean and safe condition, so its appearance reflects favorably on the military.

☐ is in poor condition. Restoration to upgrade the appearance of the item will begin _____ and is expected to be completed _____.

☐ no longer required. Please send disposition instructions.

A CURRENT COLOR PICTURE is required. Include and submit no later than agreed upon annual date.

SECTION III – REMARKS

Remarks: _____

SECTION IV – ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief that all statements above are true, correct, complete and made in good faith. I understand and acknowledge that concealing material fact and/or making a false statement is a violation of Title 18 USC§1001 and may result in the cancellation of the Conditional Deed for any US Army property on loan to my organization and is punishable by fine or imprisonment.

1. Signature of Highest Ranking Official:

2. Date Signed:

3. Printed Name of Person Signing (First, Middle Initial, Last):

Richard Davidson

4. Organization Telephone Number:

417.451.8050

5. Organization Email Address:

cwright@neoshomo.gov

SECTION V – NOTARY ENDORCEMENT

1. Official Notary Signature:

2. Notary Seal/Stamp:

Mail to: US Army Tank-Automotive and Armaments Command, ATTN: AMTA-LCL-IFD, M/S 419D, 6501 East 11 Mile Road, Detroit Arsenal, MI 48397-5000



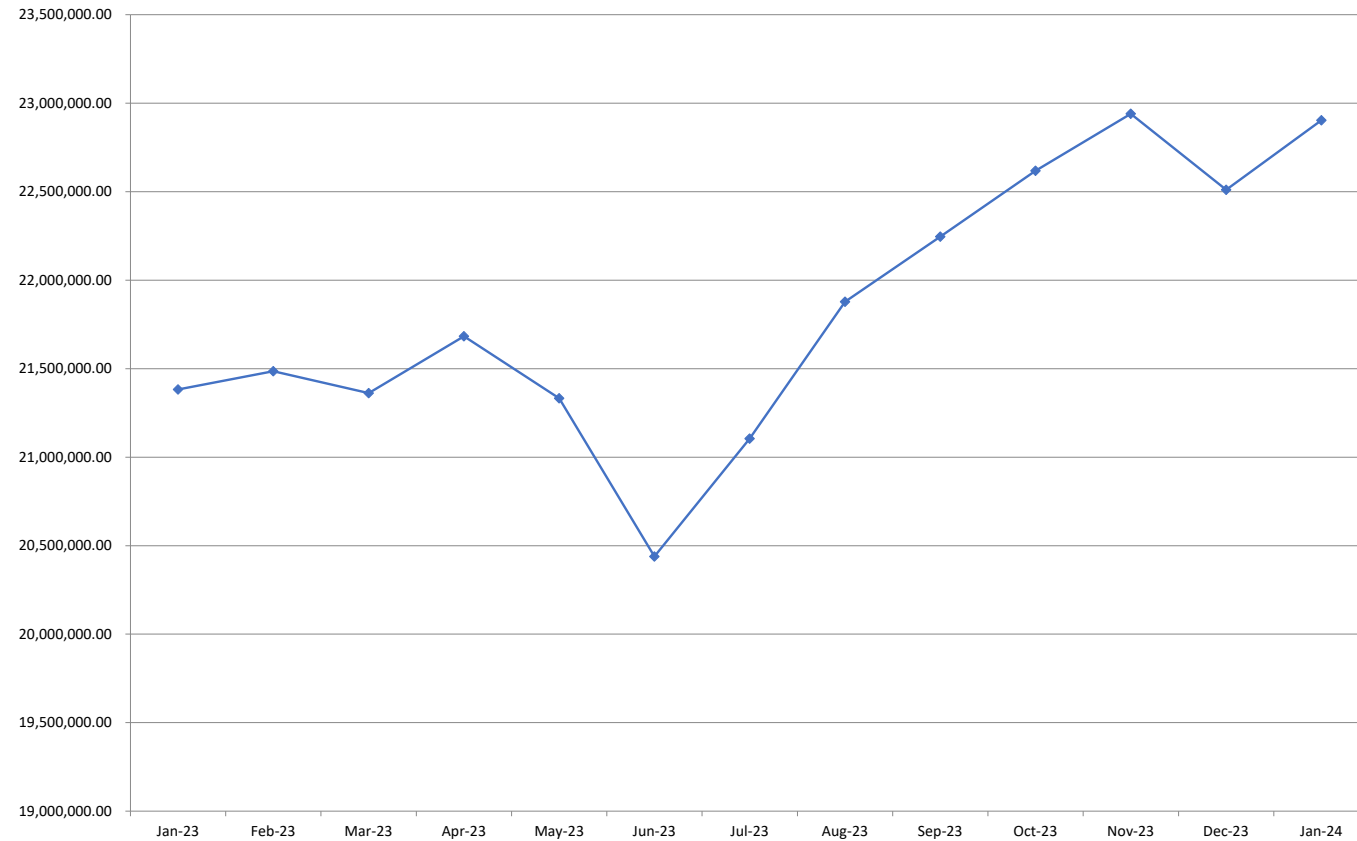
CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
January 31, 2024

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	15,535,445.28	5,464,282.30	425,573.02	749,681.89	235,397.03	542,672.83	1,212,286.94	585,883.66	2,248,377.23	1,011,097.03	378,851.62	2,549,649.59
Public Safety				1,792,019.38	1,792,019.38										
Restricted				1,777,256.77	1,685,285.40									91,971.37	
Reward Donations				-	-										
I.O.O.F. Cemetery				(284,617.23)	(284,617.23)										
Cleaning Deposits				2,362.98	2,362.98										
Water Meter Deposits				58,066.54											58,066.54
Cash in Bank - PD	Commerce	Not Available for use - unless	Checking - Interest Bearing	10,338.47	10,338.47										
Shop With A Cop				1,332.69											
D.A.R.E Program				-											
Hotel/Motel Tax				295,687.19											
Replacement reserves				894,248.75											894,248.75
Meter Replacement Reserv				477,179.08											477,179.08
W/AW Replacement Reserves				2,286,143.09											2,286,143.09
Sewer District 17 - Debt & Mtce				-											-
City Held Debt Service Reserves				2,575.19											
FEMA DR				55,601.24											
		Total cash balances	Total cash on hand	22,903,639.42	8,669,671.30	425,573.02	749,681.89	235,397.03	542,672.83	1,212,286.94	585,883.66	2,248,377.23	1,011,097.03	470,822.99	6,265,287.05
				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								32,076.17	-	48,371.90	51,244.07
				City Held Debt Service Reserves					-					2,575.19	
				D.A.R.E Program											
				Shop With A Cop		1,332.69									
				Police Grants											
				Hotel/Motel Tax				295,687.19							
				FEMA DR4250	25,573.84										
				FEMA DR4317	30,027.40										
					55,601.24	1,332.69	-	295,687.19	-	-	-	32,076.17	-	50,947.09	51,244.07
		Negative Funds	Negative Funds	Negative Funds	Negative Funds	32,076.17									
		Net General Fund	Net General Fund	Net General Fund	Net General Fund	\$ 8,701,747.47									

*Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconciliations.

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
Total Cash	21,382,325.66	21,485,536.24	21,361,706.80	21,682,518.99	21,332,182.69	20,438,974.17	21,105,019.18	21,878,083.83	22,246,524.79	22,618,457.58	22,939,872.02	22,510,274.53	22,903,639.42
Days Cash on hand	318.90	320.44	318.59	323.38	318.15	304.83	314.77	326.30	331.79	337.34	342.13	335.72	341.59

Total Cash



General Ledger

Budget Status

User: lforest
Printed: 2/16/2024 - 10:32 AM
Period: 4, 2024



Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 100		General Fund							
Dept 100-000		Non-Departmental							
R10		NON-OPERATING REVENUES							
100-000-2500-000		Unearned Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90		TRANSFERS IN							
100-000-3305-110		Transfre fm Public Safety Fund	20,000.00	1,667.00	6,668.00	13,332.00	0.00	13,332.00	66.66
100-000-3305-111		Trns fm Public Safety Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3305-120		Trns from Public Safety Fund	1,022,441.00	85,201.00	340,804.00	681,637.00	0.00	681,637.00	66.67
100-000-3305-144		Trns from Public Safety Fund	20,047.00	1,671.00	6,684.00	13,363.00	0.00	13,363.00	66.66
100-000-3306-000		Transfer fm ARPA Investment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3310-000		Transfer fm Hotel/Motel Admin	2,860.00	239.00	956.00	1,904.00	0.00	1,904.00	66.57
100-000-3316-000		Transfer fm Street >Land	5,660.00	471.67	1,886.68	3,773.32	0.00	3,773.32	66.67
100-000-3325-115		Transfer fm Police Dept	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
100-000-3355-000		Transfer to Gen Celebrate	19,500.00	0.00	0.00	19,500.00	0.00	19,500.00	100.00
100-000-3356-000		Transfer to Gen Fall Festival	13,000.00	0.00	13,000.00	0.00	0.00	0.00	0.00
		R90 Sub Totals:	1,153,508.00	89,249.67	369,998.68	783,509.32	0.00	783,509.32	67.92
		Revenue Sub Totals:	1,153,508.00	89,249.67	369,998.68	783,509.32	0.00	783,509.32	67.92
E90		TRANSFERS OUT							
100-000-3200-000		Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3202-000		Transfer to Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3203-000		Transfer to Senior Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3205-000		Transfer to Fire Dept	753,748.00	62,813.00	251,252.00	502,496.00	0.00	502,496.00	66.67
100-000-3205-110		Trns to General	20,000.00	1,667.00	6,668.00	13,332.00	0.00	13,332.00	66.66
100-000-3205-120		Trns to Police Department	1,022,411.00	85,201.00	340,804.00	681,607.00	0.00	681,607.00	66.67
100-000-3205-144		Trns to Emergency Mgmt	20,047.00	1,671.00	6,684.00	13,363.00	0.00	13,363.00	66.66
100-000-3206-000		Transfer to ARPA	307,307.00	0.00	0.00	307,307.00	0.00	307,307.00	100.00
100-000-3206-170		Transfer to Drainage	1,129,114.00	0.00	0.00	1,129,114.00	0.00	1,129,114.00	100.00
100-000-3224-000		Transfer to Police Grants	2,310.00	0.00	0.00	2,310.00	0.00	2,310.00	100.00
100-000-3225-115		Trns to Develop Service	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
100-000-3230-000		Transfer to Fire fm General	714,751.00	59,563.00	238,252.00	476,499.00	0.00	476,499.00	66.67
100-000-3240-000		Transfer to GC fm General	120,000.00	0.00	0.00	120,000.00	0.00	120,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-000-3243-000	Transfer to Parks Department	50,000.00	4,167.00	16,668.00	33,332.00	0.00	33,332.00	66.66
100-000-3285-111	Trns to Capital Impr/Purch	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
100-000-3285-112	Trns to Capital Improvement	209,630.00	0.00	0.00	209,630.00	0.00	209,630.00	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	68,000.00	0.00	12,196.78	55,803.22	0.00	55,803.22	82.06
100-000-3285-120	Trns to Capital Improvement	151,000.00	0.00	102,840.00	48,160.00	0.00	48,160.00	31.89
100-000-3285-160	Trns to Capital Improvement	229,000.00	170,394.87	471,241.37	-242,241.37	0.00	-242,241.37	0.00
100-000-3285-204	Trns to Capital Impr/Purch	88,247.00	41,106.52	41,106.52	47,140.48	0.00	47,140.48	53.42
100-000-3285-680	Transfer to CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	4,985,565.00	426,583.39	1,487,712.67	3,497,852.33	0.00	3,497,852.33	70.16
	Expense Sub Totals:	4,985,565.00	426,583.39	1,487,712.67	3,497,852.33	0.00	3,497,852.33	70.16
	Dept 000 Sub Totals:	3,832,057.00	337,333.72	1,117,713.99	2,714,343.01	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	475,000.00	420,900.08	516,419.46	-41,419.46	0.00	-41,419.46	0.00
100-110-4020-110	Financial Institution Tax	300.00	14.94	245.55	54.45	0.00	54.45	18.15
100-110-4030-110	1-Cent City Sales Tax	3,092,449.00	285,823.50	1,150,939.22	1,941,509.78	0.00	1,941,509.78	62.78
100-110-4031-110	3-Cent Recreational Sales Tax	200,000.00	30,602.29	61,521.94	138,478.06	0.00	138,478.06	69.24
100-110-4050-110	Cigarette Tax	54,200.00	3,593.56	15,333.36	38,866.64	0.00	38,866.64	71.71
100-110-4130-110	Franchises	775,000.00	72,751.93	254,097.07	520,902.93	0.00	520,902.93	67.21
	R01 Sub Totals:	4,596,949.00	813,686.30	1,998,556.60	2,598,392.40	0.00	2,598,392.40	56.52
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	54,794.00	1,987.05	21,228.55	33,565.45	0.00	33,565.45	61.26
	R02 Sub Totals:	54,794.00	1,987.05	21,228.55	33,565.45	0.00	33,565.45	61.26
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	12,500.00	24,067.79	64,388.41	-51,888.41	0.00	-51,888.41	0.00
100-110-4760-110	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4820-110	General Admin Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	12,500.00	24,067.79	64,388.41	-51,888.41	0.00	-51,888.41	0.00
R07	OTHER INCOME							
100-110-4800-110	General Admin Miscellaneous	21,206.00	217,000.00	238,206.07	-217,000.07	0.00	-217,000.07	0.00
	R07 Sub Totals:	21,206.00	217,000.00	238,206.07	-217,000.07	0.00	-217,000.07	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	4,685,449.00	1,056,741.14	2,322,379.63	2,363,069.37	0.00	2,363,069.37	50.43
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	267,428.00	21,077.58	86,919.43	180,508.57	0.00	180,508.57	67.50
100-110-5020-110	General Admin Overtime	2,000.00	11.88	631.99	1,368.01	0.00	1,368.01	68.40
100-110-5040-110	Acting City Mgr Per Diem	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
100-110-5070-110	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5170-110	General Admin Social Security	20,956.00	1,463.78	6,244.06	14,711.94	0.00	14,711.94	70.20
100-110-5180-110	General Admin Retirement	13,697.00	905.25	4,234.38	9,462.62	0.00	9,462.62	69.09
100-110-5190-110	General Admin Health Insurance	39,199.00	2,674.47	9,875.37	29,323.63	0.00	29,323.63	74.81
100-110-5210-110	General Admin Workers Comp.	11,999.00	0.00	0.00	11,999.00	0.00	11,999.00	100.00
100-110-5360-110	General Admin Memb/Train/Trvl	2,905.00	200.00	125.00	2,780.00	0.00	2,780.00	95.70
100-110-5380-110	Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	362,684.00	26,332.96	108,030.23	254,653.77	0.00	254,653.77	70.21
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	113,920.00	2,745.98	18,070.70	95,849.30	0.00	95,849.30	84.14
100-110-5290-110	County Collector Fees	19,000.00	14,977.52	17,871.57	1,128.43	0.00	1,128.43	5.94
100-110-5300-110	General Admin Ins. & Bonds	16,347.00	0.00	175.00	16,172.00	0.00	16,172.00	98.93
100-110-5330-110	General Admin Equipment Maint.	7,575.00	89.98	89.98	7,485.02	0.00	7,485.02	98.81
100-110-5450-110	General Admin Claims & Judgmt	0.00	0.00	350,515.46	-350,515.46	0.00	-350,515.46	0.00
100-110-5530-110	General Admin Fuels/Lubricants	525.00	97.43	322.12	202.88	0.00	202.88	38.64
100-110-5590-110	General Admin Gen. Supplies	15,340.00	1,338.00	4,617.97	10,722.03	0.00	10,722.03	69.90
100-110-5700-110	General Admin Comp., Software	1,873.00	0.00	0.00	1,873.00	0.00	1,873.00	100.00
	E20 Sub Totals:	174,580.00	19,248.91	391,662.80	-217,082.80	0.00	-217,082.80	0.00
E25	NON-OPERATING EXPENSE							
100-110-5271-110	Master Bank Acct Fees	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-110-5272-110	Investement Acct. Bank Fees	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00
	E25 Sub Totals:	2,200.00	0.00	0.00	2,200.00	0.00	2,200.00	100.00
	Expense Sub Totals:	539,464.00	45,581.87	499,693.03	39,770.97	0.00	39,770.97	7.37
	Dept 110 Sub Totals:	-4,145,985.00	-1,011,159.27	-1,822,686.60	-2,323,298.40	0.00		
Dept 100-111								
R01	TAXES							
100-111-4031-110	3-Cent Recreational Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
100-111-4800-111	City Clerk Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
100-111-5010-111	Clerk Salaries	54,387.00	4,160.34	18,573.72	35,813.28	0.00	35,813.28	65.85
100-111-5030-111	Clerk Part Time	2,100.00	145.00	580.00	1,520.00	0.00	1,520.00	72.38
100-111-5170-111	Clerk Social Security	4,322.00	274.59	1,306.49	3,015.51	0.00	3,015.51	69.77
100-111-5180-111	Clerk Retirement	2,720.00	208.02	928.69	1,791.31	0.00	1,791.31	65.86
100-111-5190-111	Clerk Health Insurance	6,043.00	650.26	2,373.49	3,669.51	0.00	3,669.51	60.72
100-111-5210-111	Clerk Workers Compensation	2,475.00	0.00	0.00	2,475.00	0.00	2,475.00	100.00
100-111-5360-111	Clerk Member/Train/Trvl	10,535.00	2,391.70	3,153.94	7,381.06	0.00	7,381.06	70.06
	E10 Sub Totals:	82,582.00	7,829.91	26,916.33	55,665.67	0.00	55,665.67	67.41
E20	OPERATING COSTS							
100-111-5260-111	Clerk Professional Services	17,360.00	-1,732.92	10,157.59	7,202.41	0.00	7,202.41	41.49
100-111-5300-111	Clerk Insurance & Bonds	650.00	0.00	0.00	650.00	0.00	650.00	100.00
100-111-5430-111	Clerk Elections	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
100-111-5590-111	Clerk General Supplies	966.00	199.72	286.37	679.63	0.00	679.63	70.36
100-111-5700-111	Clerk Comp., Software	819.00	0.00	287.88	531.12	0.00	531.12	64.85
	E20 Sub Totals:	29,795.00	-1,533.20	10,731.84	19,063.16	0.00	19,063.16	63.98
	Expense Sub Totals:	112,377.00	6,296.71	37,648.17	74,728.83	0.00	74,728.83	66.50
	Dept 111 Sub Totals:	112,377.00	6,296.71	37,648.17	74,728.83	0.00		
Dept 100-113								
R06	REVENUE FROM USE OF ASSET							
100-113-4470-755	Celebrate Booth Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-113-4470-756	Fall Festival Booth Fees	8,000.00	1,880.00	2,080.00	5,920.00	0.00	5,920.00	74.00
100-113-4471-755	Celebrate Race Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	8,000.00	1,880.00	2,080.00	5,920.00	0.00	5,920.00	74.00
R08	SALES REVENUE							
100-113-4480-755	Celebrate Neosho Shirt Sales	0.00	0.00	75.00	-75.00	0.00	-75.00	0.00
	R08 Sub Totals:	0.00	0.00	75.00	-75.00	0.00	-75.00	0.00
R87	DONATIONS							
100-113-4990-755	Celebrate Neosho Sponsors	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
100-113-4990-756	Fall Festival Sponsorships	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
	R87 Sub Totals:	16,000.00	0.00	0.00	16,000.00	0.00	16,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	24,000.00	1,880.00	2,155.00	21,845.00	0.00	21,845.00	91.02
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	27,500.00	0.00	9,975.00	17,525.00	0.00	17,525.00	63.73
100-113-6530-756	Fall Festival Expenses	29,000.00	24.93	11,368.11	17,631.89	0.00	17,631.89	60.80
	E20 Sub Totals:	56,500.00	24.93	21,343.11	35,156.89	0.00	35,156.89	62.22
	Expense Sub Totals:	56,500.00	24.93	21,343.11	35,156.89	0.00	35,156.89	62.22
	Dept 113 Sub Totals:	32,500.00	-1,855.07	19,188.11	13,311.89	0.00		
Dept 100-115								
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	102,152.00	39,696.75	68,763.75	33,388.25	0.00	33,388.25	32.68
100-115-4770-115	Planning & Zoning Fees	1,735.00	-761.60	243.40	1,491.60	0.00	1,491.60	85.97
	R02 Sub Totals:	103,887.00	38,935.15	69,007.15	34,879.85	0.00	34,879.85	33.57
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG Grant Revenue	50,132.00	11,794.87	11,795.63	38,336.37	0.00	38,336.37	76.47
	R03 Sub Totals:	50,132.00	11,794.87	11,795.63	38,336.37	0.00	38,336.37	76.47
R04	CHARGES FOR SERVICES							
100-115-4791-115	Code Enforcement Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
100-115-4820-115	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:	154,019.00	50,730.02	80,802.78	73,216.22	0.00	73,216.22	47.54
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	184,126.00	11,963.19	37,175.47	146,950.53	0.00	146,950.53	79.81
100-115-5020-115	Bldg/Inspection Overtime	1,750.00	0.00	479.17	1,270.83	0.00	1,270.83	72.62
100-115-5070-115	Availability Allowance	1,440.00	60.00	240.00	1,200.00	0.00	1,200.00	83.33
100-115-5170-115	Bldg/Inspection Social Sec.	14,220.00	908.61	2,871.06	11,348.94	0.00	11,348.94	79.81
100-115-5180-115	Bldg/Inspection Retirement	9,294.00	710.36	2,006.62	7,287.38	0.00	7,287.38	78.41
100-115-5190-115	Bldg/Inspection Health Ins.	30,211.00	1,787.16	5,361.48	24,849.52	0.00	24,849.52	82.25

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-115-5210-115	Bldg/Inspection Workers Comp.	8,142.00	0.00	0.00	8,142.00	0.00	8,142.00	100.00
100-115-5360-115	Bldg/Inspection Mem/Train/Trvl	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
100-115-5380-115	Bldg/Inspection Uniforms	735.00	0.00	497.93	237.07	0.00	237.07	32.25
	E10 Sub Totals:	254,918.00	15,429.32	48,631.73	206,286.27	0.00	206,286.27	80.92
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	132,980.00	12,611.98	17,721.82	115,258.18	38,436.79	76,821.39	57.77
100-115-5270-115	Credit Card Fees	1,000.00	0.00	244.13	755.87	0.00	755.87	75.59
100-115-5300-115	Bldg/Inspection Ins. & Bonds	199.00	0.00	0.00	199.00	0.00	199.00	100.00
100-115-5330-115	Bldg/Inspection Equip Maint.	1,575.00	149.98	419.91	1,155.09	0.00	1,155.09	73.34
100-115-5530-115	Bldg/Inspection Fuels	3,675.00	148.36	368.80	3,306.20	0.00	3,306.20	89.96
100-115-5590-115	Bldg/Inspection Gen. Supplies	7,350.00	639.25	3,266.90	4,083.10	0.00	4,083.10	55.55
100-115-5700-115	Development Computer/Software	2,054.00	264.99	264.99	1,789.01	0.00	1,789.01	87.10
	E20 Sub Totals:	148,833.00	13,814.56	22,286.55	126,546.45	38,436.79	88,109.66	59.20
	Expense Sub Totals:	403,751.00	29,243.88	70,918.28	332,832.72	38,436.79	294,395.93	72.92
	Dept 115 Sub Totals:	249,732.00	-21,486.14	-9,884.50	259,616.50	38,436.79		
Dept 100-118								
R03	INTER-GOVERNMENTAL							
100-118-4200-118	Region M Grant	71,491.00	45,491.79	45,491.79	25,999.21	0.00	25,999.21	36.37
	R03 Sub Totals:	71,491.00	45,491.79	45,491.79	25,999.21	0.00	25,999.21	36.37
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	25,654.00	10,628.46	30,528.58	-4,874.58	0.00	-4,874.58	0.00
	R08 Sub Totals:	25,654.00	10,628.46	30,528.58	-4,874.58	0.00	-4,874.58	0.00
	Revenue Sub Totals:	97,145.00	56,120.25	76,020.37	21,124.63	0.00	21,124.63	21.75
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	97,114.00	7,470.27	33,268.73	63,845.27	0.00	63,845.27	65.74
100-118-5020-118	Recycle Center Overtime	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
100-118-5030-118	Recycle Center Part Time	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
100-118-5170-118	Recycle Center Social Sec.	7,544.00	569.63	2,537.68	5,006.32	0.00	5,006.32	66.36
100-118-5180-118	Recycle Center Retirement	4,931.00	373.51	1,663.41	3,267.59	0.00	3,267.59	66.27
100-118-5190-118	Recycle Center Health Ins.	22,659.00	1,787.16	7,148.64	15,510.36	0.00	15,510.36	68.45
100-118-5210-118	Recycle Center Workers Comp	4,320.00	0.00	0.00	4,320.00	0.00	4,320.00	100.00
100-118-5360-118	Recycle Center Memb/Train/Trvl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5380-118	Recycle Center Uniforms	1,800.00	0.00	480.42	1,319.58	0.00	1,319.58	73.31
	E10 Sub Totals:	139,868.00	10,200.57	45,098.88	94,769.12	0.00	94,769.12	67.76
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	307.20	1,052.36	231.64	0.00	231.64	18.04
100-118-5265-118	Shipping/Disposal	5,250.00	2,898.80	4,372.80	877.20	0.00	877.20	16.71
100-118-5300-118	Recycle Center Ins. & Bonds	2,176.00	0.00	0.00	2,176.00	0.00	2,176.00	100.00
100-118-5320-118	Recycle Center Facility Maint.	2,550.00	0.00	0.00	2,550.00	0.00	2,550.00	100.00
100-118-5330-118	Recycle Center Equipment Maint	2,100.00	177.97	444.05	1,655.95	0.00	1,655.95	78.85
100-118-5530-118	Recycle Center Fuels	1,890.00	80.56	301.43	1,588.57	0.00	1,588.57	84.05
100-118-5590-118	Recycle Center Gen. Supplies	1,575.00	0.00	34.24	1,540.76	0.00	1,540.76	97.83
100-118-5700-118	Recycle Comp., Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-6300-118	Recycle Center Electricity	1,874.00	172.86	528.45	1,345.55	0.00	1,345.55	71.80
100-118-6310-118	Recycle Center Heating Fuels	2,077.00	253.80	431.45	1,645.55	0.00	1,645.55	79.23
100-118-6350-118	Recycle Center Phones	5,154.00	352.47	1,583.52	3,570.48	0.00	3,570.48	69.28
	E20 Sub Totals:	25,930.00	4,243.66	8,748.30	17,181.70	0.00	17,181.70	66.26
	Expense Sub Totals:	165,798.00	14,444.23	53,847.18	111,950.82	0.00	111,950.82	67.52
	Dept 118 Sub Totals:	68,653.00	-41,676.02	-22,173.19	90,826.19	0.00		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	100,000.00	28,673.65	56,714.02	43,285.98	0.00	43,285.98	43.29
	R01 Sub Totals:	100,000.00	28,673.65	56,714.02	43,285.98	0.00	43,285.98	43.29
R02	LICENSES AND PERMITS							
100-120-4080-122	Animal Licenses	500.00	0.00	438.00	62.00	0.00	62.00	12.40
	R02 Sub Totals:	500.00	0.00	438.00	62.00	0.00	62.00	12.40
R03	INTER-GOVERNMENTAL							
100-120-4200-120	Grant Revenue	4,310.00	0.00	0.00	4,310.00	0.00	4,310.00	100.00
100-120-4205-120	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4810-120	School Resource Ofcr	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4810-121	School Resource Ofcr Crowder	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	4,310.00	0.00	0.00	4,310.00	0.00	4,310.00	100.00
R04	CHARGES FOR SERVICES							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-120-4840-120	Security Detail Reimburse	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
	R04 Sub Totals:	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
R05	FINES AND FORFEITURES							
100-120-4600-120	Court Fines	250,000.00	3,609.95	67,024.62	182,975.38	0.00	182,975.38	73.19
100-120-4610-120	Police Training Fees	2,000.00	282.00	1,044.00	956.00	0.00	956.00	47.80
100-120-4620-120	C. Victim's Compensation	400.00	51.37	192.37	207.63	0.00	207.63	51.91
100-120-4630-120	Recoupment Jail Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4640-120	Recoupment Arrest Fees	3,500.00	806.65	1,714.15	1,785.85	0.00	1,785.85	51.02
	R05 Sub Totals:	255,900.00	4,749.97	69,975.14	185,924.86	0.00	185,924.86	72.66
R06	REVENUE FROM USE OF ASSET							
100-120-4760-120	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4820-120	Police Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-120-4800-120	Law Enforcement Miscellaneous	2,160.00	2,097.23	2,368.03	-208.03	0.00	-208.03	0.00
	R07 Sub Totals:	2,160.00	2,097.23	2,368.03	-208.03	0.00	-208.03	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:	366,870.00	35,520.85	129,495.19	237,374.81	0.00	237,374.81	64.70
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,288,823.00	97,920.28	416,396.63	872,426.37	0.00	872,426.37	67.69
100-120-5020-120	Police Dept Overtime	93,000.00	17,294.13	42,449.98	50,550.02	0.00	50,550.02	54.35
100-120-5030-120	Police Dept Part Time	10,224.00	1,108.38	4,873.38	5,350.62	0.00	5,350.62	52.33
100-120-5070-120	Availability Allowance	2,520.00	172.50	622.50	1,897.50	0.00	1,897.50	75.30
100-120-5170-120	Police Dept Social Security	106,492.00	8,470.07	33,738.91	72,753.09	0.00	72,753.09	68.32
100-120-5180-120	Police Dept Retirement	105,019.00	7,142.44	30,450.55	74,568.45	0.00	74,568.45	71.00
100-120-5190-120	Police Dept Health Insurance	188,817.00	15,683.06	58,876.92	129,940.08	0.00	129,940.08	68.82
100-120-5210-120	Police Dept Workers Comp.	60,972.00	0.00	0.00	60,972.00	0.00	60,972.00	100.00
100-120-5360-120	Police Dept Member/Train/Trvl	21,355.00	2,066.60	3,769.55	17,585.45	0.00	17,585.45	82.35
100-120-5361-120	Academy Training	17,000.00	0.00	-4,950.00	21,950.00	0.00	21,950.00	129.12
100-120-5380-120	Police Dept Uniforms	19,950.00	1,580.51	4,698.58	15,251.42	0.00	15,251.42	76.45
	E10 Sub Totals:	1,914,172.00	151,437.97	590,927.00	1,323,245.00	0.00	1,323,245.00	69.13
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	562,675.00	2,673.47	21,535.32	541,139.68	0.00	541,139.68	96.17

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-120-5300-120	Police Dept Insurance & Bonds	13,748.00	0.00	0.00	13,748.00	0.00	13,748.00	100.00
100-120-5320-120	Police Dept Facility Maint.	7,350.00	192.09	192.09	7,157.91	0.00	7,157.91	97.39
100-120-5330-120	Police Dept Equipment Maint	31,500.00	2,761.21	10,491.38	21,008.62	0.00	21,008.62	66.69
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	3,510.00	12,020.00	27,980.00	0.00	27,980.00	69.95
100-120-5500-120	Investigation Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-5530-120	Police Dept Fuels/Lubricants	70,000.00	5,269.77	17,992.55	52,007.45	0.00	52,007.45	74.30
100-120-5540-120	Police Dept Chemicals	263.00	0.00	0.00	263.00	0.00	263.00	100.00
100-120-5590-120	Police Dept General Supplies	11,550.00	927.01	2,755.11	8,794.89	0.00	8,794.89	76.15
100-120-5590-122	ACO General Supplies	15,750.00	342.80	2,948.90	12,801.10	0.00	12,801.10	81.28
100-120-5700-120	Police Dept Comp., Software	17,766.00	59.96	635.72	17,130.28	0.00	17,130.28	96.42
100-120-5780-120	Law Enforcement Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-6300-120	Police Dept Electricity	15,013.00	896.34	2,295.77	12,717.23	0.00	12,717.23	84.71
100-120-6350-120	Police Dept Phones	15,120.00	704.94	4,321.02	10,798.98	0.00	10,798.98	71.42
100-120-6390-120	Police Dept Minor Equipment	57,098.00	0.00	39,520.95	17,577.05	8,308.49	9,268.56	16.23
	E20 Sub Totals:	859,833.00	17,337.59	114,708.81	745,124.19	8,308.49	736,815.70	85.69
E30	CAPITAL OUTLAY							
100-120-6380-120	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	2,774,005.00	168,775.56	705,635.81	2,068,369.19	8,308.49	2,060,060.70	74.26
	Dept 120 Sub Totals:	2,407,135.00	133,254.71	576,140.62	1,830,994.38	8,308.49		
Dept 100-125								
R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	1,527.40	5,709.10	10,290.90	0.00	10,290.90	64.32
100-125-4611-125	Court Clerk Training Fees	1,400.00	122.26	511.14	888.86	0.00	888.86	63.49
	R05 Sub Totals:	17,400.00	1,649.66	6,220.24	11,179.76	0.00	11,179.76	64.25
	Revenue Sub Totals:	17,400.00	1,649.66	6,220.24	11,179.76	0.00	11,179.76	64.25
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	106,746.00	8,234.50	36,280.97	70,465.03	0.00	70,465.03	66.01
100-125-5020-125	Municipal Court Overtime	1,800.00	5.41	498.47	1,301.53	0.00	1,301.53	72.31
100-125-5170-125	Municipal Court Social Secur.	8,304.00	521.00	2,376.16	5,927.84	0.00	5,927.84	71.39
100-125-5180-125	Municipal Court Retirement	5,428.00	411.99	1,838.97	3,589.03	0.00	3,589.03	66.12
100-125-5190-125	Municipal Court Health Ins.	22,659.00	1,991.04	7,964.16	14,694.84	0.00	14,694.84	64.85
100-125-5210-125	Municipal Court Workers Comp.	4,755.00	0.00	0.00	4,755.00	0.00	4,755.00	100.00
100-125-5360-125	Municipal Court Mem/Train/Trvl	2,500.00	150.00	150.00	2,350.00	0.00	2,350.00	94.00
	E10 Sub Totals:	152,192.00	11,313.94	49,108.73	103,083.27	0.00	103,083.27	67.73

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	3,850.00	731.24	2,424.96	1,425.04	0.00	1,425.04	37.01
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	238.00	752.00	2,848.00	0.00	2,848.00	79.11
100-125-5330-125	Municipal Court Equip. Maint.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-125-5590-125	Municipal Court Gen Supplies	2,730.00	264.45	1,138.74	1,591.26	0.00	1,591.26	58.29
100-125-5700-125	Municipal Court Comp., Softwre	1,454.00	0.00	44.99	1,409.01	0.00	1,409.01	96.91
100-125-6350-125	Municipal Court Phones	1,260.00	100.00	400.00	860.00	0.00	860.00	68.25
	E20 Sub Totals:	14,394.00	1,333.69	4,760.69	9,633.31	0.00	9,633.31	66.93
	Expense Sub Totals:	166,586.00	12,647.63	53,869.42	112,716.58	0.00	112,716.58	67.66
	Dept 125 Sub Totals:	149,186.00	10,997.97	47,649.18	101,536.82	0.00		
Dept 100-141								
R06	REVENUE FROM USE OF ASSET							
100-141-4820-141	Sale of IT Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
100-141-5010-141	IT Salaries	32,754.00	2,543.08	11,114.09	21,639.91	0.00	21,639.91	66.07
100-141-5020-141	IT Overtime	200.00	7.87	218.25	-18.25	0.00	-18.25	0.00
100-141-5070-141	Availability Allowance	360.00	30.00	120.00	240.00	0.00	240.00	66.67
100-141-5170-141	IT Social Security	2,521.00	195.33	867.65	1,653.35	0.00	1,653.35	65.58
100-141-5180-141	IT Retirement	1,648.00	129.05	574.01	1,073.99	0.00	1,073.99	65.17
100-141-5190-141	IT Health Insurance	7,553.00	595.72	2,382.88	5,170.12	0.00	5,170.12	68.45
100-141-5210-141	IT Workers Compensation	1,444.00	0.00	0.00	1,444.00	0.00	1,444.00	100.00
100-141-5360-141	IT Membership/Training/Travel	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
	E10 Sub Totals:	47,980.00	3,501.05	15,276.88	32,703.12	0.00	32,703.12	68.16
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	53,058.00	511.24	7,063.90	45,994.10	0.00	45,994.10	86.69
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.	2,840.00	95.00	382.88	2,457.12	0.00	2,457.12	86.52
	E20 Sub Totals:	56,158.00	606.24	7,446.78	48,711.22	0.00	48,711.22	86.74
	Expense Sub Totals:	104,138.00	4,107.29	22,723.66	81,414.34	0.00	81,414.34	78.18
	Dept 141 Sub Totals:	104,138.00	4,107.29	22,723.66	81,414.34	0.00		
Dept 100-143								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	3,150.00	0.00	0.00	3,150.00	0.00	3,150.00	100.00
100-143-5590-143	Fleet Maint. General Supplies	2,100.00	-41.99	46.75	2,053.25	0.00	2,053.25	97.77
100-143-6390-143	Fleet Mtce Minor Equipment	3,150.00	750.40	2,704.61	445.39	0.00	445.39	14.14
	E20 Sub Totals:	8,400.00	708.41	2,751.36	5,648.64	0.00	5,648.64	67.25
	Expense Sub Totals:	8,400.00	708.41	2,751.36	5,648.64	0.00	5,648.64	67.25
	Dept 143 Sub Totals:	8,400.00	708.41	2,751.36	5,648.64	0.00		
Dept 100-144								
E20	OPERATING COSTS							
100-144-5260-144	Emergency Mgmt Prof. Services	13,521.00	0.00	13,521.00	0.00	0.00	0.00	0.00
100-144-5300-144	Emergency Mgmt Ins. & Bonds	3,300.00	0.00	0.00	3,300.00	0.00	3,300.00	100.00
100-144-5330-144	Emergency Mgmt Equip. Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-144-6300-144	Emergency Mgmt Electricity	3,226.00	254.46	764.04	2,461.96	0.00	2,461.96	76.32
	E20 Sub Totals:	20,047.00	254.46	14,285.04	5,761.96	0.00	5,761.96	28.74
	Expense Sub Totals:	20,047.00	254.46	14,285.04	5,761.96	0.00	5,761.96	28.74
	Dept 144 Sub Totals:	20,047.00	254.46	14,285.04	5,761.96	0.00		
Dept 100-145								
E10	PERSONNEL							
100-145-5010-145	Human Resources Salaries	62,368.00	4,566.75	20,483.89	41,884.11	0.00	41,884.11	67.16
100-145-5170-145	Human Resources Social Secur.	4,542.00	313.16	1,422.23	3,119.77	0.00	3,119.77	68.69
100-145-5180-145	Human Resources Retirement	2,969.00	228.34	1,024.20	1,944.80	0.00	1,944.80	65.50
100-145-5190-145	Human Resources Health Ins.	7,553.00	672.18	2,688.72	4,864.28	0.00	4,864.28	64.40
100-145-5210-145	Human Resources Workers Comp.	2,601.00	0.00	0.00	2,601.00	0.00	2,601.00	100.00
100-145-5360-145	Human Resources Mem/Train/Trvl	4,250.00	0.00	418.18	3,831.82	0.00	3,831.82	90.16
	E10 Sub Totals:	84,283.00	5,780.43	26,037.22	58,245.78	0.00	58,245.78	69.11
E20	OPERATING COSTS							
100-145-5260-145	Human Resources Prof. Services	3,935.00	254.50	903.30	3,031.70	0.00	3,031.70	77.04
100-145-5590-145	Human Resources GenSupplies	5,800.00	292.18	743.97	5,056.03	0.00	5,056.03	87.17
100-145-5700-145	HR Computer/Software	6,400.00	0.00	287.88	6,112.12	0.00	6,112.12	95.50
	E20 Sub Totals:	16,135.00	546.68	1,935.15	14,199.85	0.00	14,199.85	88.01
	Expense Sub Totals:	100,418.00	6,327.11	27,972.37	72,445.63	0.00	72,445.63	72.14
	Dept 145 Sub Totals:	100,418.00	6,327.11	27,972.37	72,445.63	0.00		
Dept 100-160								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R03	INTER-GOVERNMENTAL							
100-160-4200-160	Grant Revenue	120,000.00	32,000.00	32,000.00	88,000.00	0.00	88,000.00	73.33
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	32,000.00	32,000.00	88,000.00	0.00	88,000.00	73.33
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	0.00	4,000.00	18,000.00	0.00	18,000.00	81.82
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	3,233.36	6,466.64	0.00	6,466.64	66.67
100-160-4500-160	Airport Hangar Rentals	60,120.00	8,825.00	20,468.41	39,651.59	0.00	39,651.59	65.95
100-160-4820-160	Airport Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	91,820.00	9,633.34	27,701.77	64,118.23	0.00	64,118.23	69.83
R07	OTHER INCOME							
100-160-4800-160	Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R08	SALES REVENUE							
100-160-4540-160	Sale of Jet Fuel	70,000.00	1,146.93	8,015.55	61,984.45	0.00	61,984.45	88.55
100-160-4550-160	Sale of Aviation Gas	85,000.00	1,980.09	26,347.81	58,652.19	0.00	58,652.19	69.00
100-160-4560-160	Sale of Pilot Supplies	500.00	7.33	252.47	247.53	0.00	247.53	49.51
	R08 Sub Totals:	155,500.00	3,134.35	34,615.83	120,884.17	0.00	120,884.17	77.74
	Revenue Sub Totals:	367,320.00	44,767.69	94,317.60	273,002.40	0.00	273,002.40	74.32
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	39,772.00	3,059.35	13,653.21	26,118.79	0.00	26,118.79	65.67
100-160-5020-160	Airport Overtime	900.00	0.00	150.58	749.42	0.00	749.42	83.27
100-160-5030-160	Airport Part Time	28,704.00	2,095.02	8,733.45	19,970.55	0.00	19,970.55	69.57
100-160-5070-160	Availability Allowance	360.00	30.00	120.00	240.00	0.00	240.00	66.67
100-160-5170-160	Airport Social Security	5,308.00	396.60	1,733.24	3,574.76	0.00	3,574.76	67.35
100-160-5180-160	Airport Retirement	2,034.00	154.46	697.38	1,336.62	0.00	1,336.62	65.71
100-160-5190-160	Airport Health Insurance	7,553.00	595.72	2,382.88	5,170.12	0.00	5,170.12	68.45
100-160-5210-160	Airport Workers Compensation	3,039.00	0.00	0.00	3,039.00	0.00	3,039.00	100.00
100-160-5360-160	Membership/Training/Travel	525.00	0.00	0.00	525.00	0.00	525.00	100.00
100-160-5380-160	Airport Uniforms	828.00	0.00	0.00	828.00	0.00	828.00	100.00
	E10 Sub Totals:	89,023.00	6,331.15	27,470.74	61,552.26	0.00	61,552.26	69.14
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	10,410.00	1,569.32	5,265.89	5,144.11	0.00	5,144.11	49.42
100-160-5300-160	Airport Insurance & Bonds	19,467.00	0.00	0.00	19,467.00	0.00	19,467.00	100.00
100-160-5320-160	Airport Facility Maintenance	5,250.00	74.02	4,826.61	423.39	0.00	423.39	8.06
100-160-5330-160	Airport Equipment Maintenance	9,410.00	229.96	7,997.97	1,412.03	0.00	1,412.03	15.01
100-160-5460-160	Cost of Av Gas Sold	74,550.00	14,300.44	31,711.87	42,838.13	0.00	42,838.13	57.46

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-160-5470-160	Cost of Jet Fuel Sold	60,900.00	1,155.20	7,253.30	53,646.70	0.00	53,646.70	88.09
100-160-5480-160	Cost of Pilot Supplies	735.00	279.75	549.86	185.14	0.00	185.14	25.19
100-160-5530-160	Airport Fuels/Lubricants	2,100.00	34.45	351.43	1,748.57	0.00	1,748.57	83.27
100-160-5590-160	Airport General Supplies	4,200.00	3.48	630.28	3,569.72	0.00	3,569.72	84.99
100-160-5700-160	Airport Computer/Software	615.00	0.00	0.00	615.00	0.00	615.00	100.00
100-160-6300-160	Airport Electricity	14,231.00	1,248.45	3,228.39	11,002.61	0.00	11,002.61	77.31
100-160-6350-160	Airport Phones	5,544.00	352.47	1,670.34	3,873.66	0.00	3,873.66	69.87
	E20 Sub Totals:	207,412.00	19,247.54	63,485.94	143,926.06	0.00	143,926.06	69.39
	Expense Sub Totals:	296,435.00	25,578.69	90,956.68	205,478.32	0.00	205,478.32	69.32
	Dept 160 Sub Totals:	-70,885.00	-19,189.00	-3,360.92	-67,524.08	0.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,546,225.00	138,587.69	546,110.78	1,000,114.22	0.00	1,000,114.22	64.68
	R01 Sub Totals:	1,546,225.00	138,587.69	546,110.78	1,000,114.22	0.00	1,000,114.22	64.68
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	1,000.00	5,308.18	15,666.61	-14,666.61	0.00	-14,666.61	0.00
	R06 Sub Totals:	1,000.00	5,308.18	15,666.61	-14,666.61	0.00	-14,666.61	0.00
	Revenue Sub Totals:	1,547,225.00	143,895.87	561,777.39	985,447.61	0.00	985,447.61	63.69
	Dept 199 Sub Totals:	-1,547,225.00	-143,895.87	-561,777.39	-985,447.61	0.00		
Dept 100-204								
R04	I.O.O.F. Cemetery							
	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	20,000.00	0.00	1,300.00	18,700.00	0.00	18,700.00	93.50
100-204-4524-204	Burial Fees	28,000.00	1,800.00	6,750.00	21,250.00	0.00	21,250.00	75.89
	R04 Sub Totals:	48,000.00	1,800.00	8,050.00	39,950.00	0.00	39,950.00	83.23
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	50.00	127.00	-127.00	0.00	-127.00	0.00
	R07 Sub Totals:	0.00	50.00	127.00	-127.00	0.00	-127.00	0.00
R87	DONATIONS							
100-204-4990-204	Cemetery Donations	3,500.00	0.00	100.00	3,400.00	0.00	3,400.00	97.14

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R87 Sub Totals:	3,500.00	0.00	100.00	3,400.00	0.00	3,400.00	97.14
	Revenue Sub Totals:	51,500.00	1,850.00	8,277.00	43,223.00	0.00	43,223.00	83.93
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,000.00	792.44	3,652.85	6,347.15	0.00	6,347.15	63.47
100-204-5020-204	Cemetery Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5030-204	IOOF Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5070-204	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5170-204	IOOF Social Security	765.00	50.20	248.53	516.47	0.00	516.47	67.51
100-204-5180-204	IOOF Retirement	500.00	39.62	182.64	317.36	0.00	317.36	63.47
100-204-5190-204	IOOF Health Insurance	1,511.00	123.86	468.14	1,042.86	0.00	1,042.86	69.02
100-204-5210-204	IOOF Workers Compensation	438.00	0.00	0.00	438.00	0.00	438.00	100.00
	E10 Sub Totals:	13,214.00	1,006.12	4,552.16	8,661.84	0.00	8,661.84	65.55
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	95,035.00	1,844.45	16,428.82	78,606.18	0.00	78,606.18	82.71
100-204-5262-204	I.O.O.F. Burial Costs	21,000.00	1,400.00	5,380.00	15,620.00	0.00	15,620.00	74.38
100-204-5300-204	Cemetery Insurance & Bonds	1,017.00	0.00	0.00	1,017.00	0.00	1,017.00	100.00
100-204-5320-204	Cemetery Facility Maintenance	4,526.00	-122.64	-122.64	4,648.64	0.00	4,648.64	102.71
100-204-5325-204	Grounds Maintenance	10,600.00	123.87	123.87	10,476.13	0.00	10,476.13	98.83
100-204-5330-204	Cemetery Equipment Maintenance	1,250.00	0.00	0.00	1,250.00	0.00	1,250.00	100.00
100-204-5530-204	Cemetery Fuels/Lubricants	420.00	0.00	0.00	420.00	0.00	420.00	100.00
100-204-5590-204	General Supplies	725.00	0.00	25.99	699.01	0.00	699.01	96.42
100-204-6300-204	I.O.O.F. Electricity Costs	571.00	41.48	124.48	446.52	0.00	446.52	78.20
	E20 Sub Totals:	135,144.00	3,287.16	21,960.52	113,183.48	0.00	113,183.48	83.75
	Expense Sub Totals:	148,358.00	4,293.28	26,512.68	121,845.32	0.00	121,845.32	82.13
	Dept 204 Sub Totals:	96,858.00	2,443.28	18,235.68	78,622.32	0.00		
Dept 100-999	City Hall							
E10	PERSONNEL							
100-999-5200-112	Unemployment Compensation	8,000.00	5,898.00	5,898.00	2,102.00	0.00	2,102.00	26.28
	E10 Sub Totals:	8,000.00	5,898.00	5,898.00	2,102.00	0.00	2,102.00	26.28
E20	OPERATING COSTS							
100-999-5320-112	City Hall Facility Maintenance	15,000.00	135.28	688.31	14,311.69	0.00	14,311.69	95.41
100-999-6300-112	City Hall Electricity	18,156.01	809.96	3,096.22	15,059.79	0.00	15,059.79	82.95
100-999-6310-112	City Hall Heating Fuels	4,699.00	1,244.50	2,369.02	2,329.98	0.00	2,329.98	49.58
100-999-6350-112	City Hall Phones	23,310.00	1,262.32	6,759.43	16,550.57	0.00	16,550.57	71.00
	E20 Sub Totals:	61,165.01	3,452.06	12,912.98	48,252.03	0.00	48,252.03	78.89

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30	CAPITAL OUTLAY							
100-999-5790-112	City Hall Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	69,165.01	9,350.06	18,810.98	50,354.03	0.00	50,354.03	72.80
	Dept 999 Sub Totals:	69,165.01	9,350.06	18,810.98	50,354.03	0.00		
	Fund Revenue Sub Totals:	8,464,436.00	1,482,405.15	3,651,443.88	4,812,992.12	0.00	4,812,992.12	56.86
	Fund Expense Sub Totals:	9,951,007.01	754,217.50	3,134,680.44	6,816,326.57	46,745.28	6,769,581.29	68.03
	Fund 100 Sub Totals:	1,486,571.01	-728,187.65	-516,763.44	2,003,334.45	46,745.28		
Fund 120	Police Grants							
Dept 120-000	Non-Departmental							
R90	TRANSFERS IN							
120-000-3324-000	Transfer from Police Dept	2,310.00	0.00	0.00	2,310.00	0.00	2,310.00	100.00
120-000-3326-000	Trasnfer from Dare	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	2,310.00	0.00	0.00	2,310.00	0.00	2,310.00	100.00
	Revenue Sub Totals:	2,310.00	0.00	0.00	2,310.00	0.00	2,310.00	100.00
	Dept 000 Sub Totals:	-2,310.00	0.00	0.00	-2,310.00	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

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 120-129 R03 120-129-4230-120	Dept 128 Sub Totals:		0.00	0.00	0.00	0.00	0.00		
	HMT Grant								
	INTER-GOVERNMENTAL								
	HMT 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
E10 120-129-5020-120 120-129-5360-120	Revenue Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PERSONNEL								
	HMT Overtime		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	HMT Grant Training		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20 120-129-5590-120	OPERATING COSTS								
	HMT Grant General Supplies		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 120-131 R03 120-131-4220-120 120-131-4250-120	Dept 129 Sub Totals:		0.00	0.00	0.00	0.00	0.00		
	DOJ Grant								
	INTER-GOVERNMENTAL								
	Justice Dept Vest Grant		2,310.00	0.00	0.00	2,310.00	0.00	2,310.00	100.00
LLEBG Grant Revenue		10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00	
R03 Sub Totals:			12,310.00	0.00	0.00	12,310.00	0.00	12,310.00	100.00
E10 120-131-5380-120	Revenue Sub Totals:		12,310.00	0.00	0.00	12,310.00	0.00	12,310.00	100.00
	PERSONNEL								
	Police Dept Uniforms-Vests		4,620.00	0.00	0.00	4,620.00	0.00	4,620.00	100.00
E10 Sub Totals:			4,620.00	0.00	0.00	4,620.00	0.00	4,620.00	100.00
E30 120-131-5790-120	CAPITAL OUTLAY								
	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:			14,620.00	0.00	0.00	14,620.00	0.00	14,620.00	100.00
Dept 131 Sub Totals:			2,310.00	0.00	0.00	2,310.00	0.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 124 Dept 124-120 R87 124-120-4990-126	Fund Revenue Sub Totals:		14,620.00	0.00	0.00	14,620.00	0.00	14,620.00	100.00
	Fund Expense Sub Totals:		14,620.00	0.00	0.00	14,620.00	0.00	14,620.00	100.00
	Fund 120 Sub Totals:		0.00	0.00	0.00	0.00	0.00		
	Shop With a Cop								
	DONATIONS								
	Halloween Bash		0.00	136.07	136.07	-136.07	0.00	-136.07	0.00
	R87 Sub Totals:		0.00	136.07	136.07	-136.07	0.00	-136.07	0.00
	Revenue Sub Totals:		0.00	136.07	136.07	-136.07	0.00	-136.07	0.00
	OPERATING COSTS								
	Halloween Bash Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20 124-120-6430-126	E20 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 120 Sub Totals:		0.00	-136.07	-136.07	136.07	0.00		
	REVENUE FROM USE OF ASSET								
	Interest Earned-Shop w/a Cop		10.00	3.95	51.31	-41.31	0.00	-41.31	0.00
	R06 Sub Totals:		10.00	3.95	51.31	-41.31	0.00	-41.31	0.00
	DONATIONS								
	Shop With A Cop		15,500.00	250.00	14,497.62	1,002.38	0.00	1,002.38	6.47
	R87 Sub Totals:		15,500.00	250.00	14,497.62	1,002.38	0.00	1,002.38	6.47
	Revenue Sub Totals:		15,510.00	253.95	14,548.93	961.07	0.00	961.07	6.20
E20 124-124-6440-124	OPERATING COSTS								
	Shop With A Cop Expenses		15,500.00	27.09	17,067.09	-1,567.09	0.00	-1,567.09	0.00
	E20 Sub Totals:		15,500.00	27.09	17,067.09	-1,567.09	0.00	-1,567.09	0.00
	Expense Sub Totals:		15,500.00	27.09	17,067.09	-1,567.09	0.00	-1,567.09	0.00
	Dept 124 Sub Totals:		-10.00	-226.86	2,518.16	-2,528.16	0.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 126 Dept 126-000 E90 126-000-3205-120		Fund Revenue Sub Totals:	15,510.00	390.02	14,685.00	825.00	0.00	825.00	5.32
		Fund Expense Sub Totals:	15,500.00	27.09	17,067.09	-1,567.09	0.00	-1,567.09	0.00
		Fund 124 Sub Totals:	-10.00	-362.93	2,382.09	-2,392.09	0.00		
		D.A.R.E Program							
		TRANSFERS OUT							
		Trasnfer to Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
		REVENUE FROM USE OF ASSET							
Dept 126-126 R06 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
		DONATIONS							
		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
R87 126-126-4990-126		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		OPERATING COSTS							
		D.A.R.E Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
		Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20 126-126-6430-126		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		
		Fire Sales Tax							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 130-000		Non-Departmental							
R90		TRANSFERS IN							
130-000-3305-000		Transfer fm Public Safety Fund	753,748.00	62,813.00	251,252.00	502,496.00	0.00	502,496.00	66.67
130-000-3330-000		Transfer fm General	714,751.00	59,563.00	238,252.00	476,499.00	0.00	476,499.00	66.67
		R90 Sub Totals:	1,468,499.00	122,376.00	489,504.00	978,995.00	0.00	978,995.00	66.67
		Revenue Sub Totals:	1,468,499.00	122,376.00	489,504.00	978,995.00	0.00	978,995.00	66.67
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	471,900.00	120,253.00	120,253.00	351,647.00	0.00	351,647.00	74.52
		E90 Sub Totals:	471,900.00	120,253.00	120,253.00	351,647.00	0.00	351,647.00	74.52
		Expense Sub Totals:	471,900.00	120,253.00	120,253.00	351,647.00	0.00	351,647.00	74.52
		Dept 000 Sub Totals:	-996,599.00	-2,123.00	-369,251.00	-627,348.00	0.00		
Dept 130-130									
R01		TAXES							
130-130-4030-130		Fire Department Sales Tax	678,809.00	69,312.69	275,125.11	403,683.89	0.00	403,683.89	59.47
		R01 Sub Totals:	678,809.00	69,312.69	275,125.11	403,683.89	0.00	403,683.89	59.47
R02		LICENSES AND PERMITS							
130-130-4150-130		Fire Department Fees	300.00	20.00	120.00	180.00	0.00	180.00	60.00
		R02 Sub Totals:	300.00	20.00	120.00	180.00	0.00	180.00	60.00
R03		INTER-GOVERNMENTAL							
130-130-4200-130		Grant Revenues	105,000.00	0.00	1,494.36	103,505.64	0.00	103,505.64	98.58
130-130-4850-130		Contract: Fire District	125,864.00	0.00	0.00	125,864.00	0.00	125,864.00	100.00
		R03 Sub Totals:	230,864.00	0.00	1,494.36	229,369.64	0.00	229,369.64	99.35
R06		REVENUE FROM USE OF ASSET							
130-130-4700-130		Fire Dept Interest Earned	0.00	1,616.80	4,546.85	-4,546.85	0.00	-4,546.85	0.00
130-130-4760-130		Insurance Proceeds	0.00	0.00	10,456.11	-10,456.11	0.00	-10,456.11	0.00
130-130-4820-130		Fire Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R06 Sub Totals:	0.00	1,616.80	15,002.96	-15,002.96	0.00	-15,002.96	0.00
R07		OTHER INCOME							
130-130-4800-130		Fire Department Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87		DONATIONS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
130-130-4990-130	Donations - Fire Dept.	0.00	0.00	70.00	-70.00	0.00	-70.00	0.00
	R87 Sub Totals:	0.00	0.00	70.00	-70.00	0.00	-70.00	0.00
	Revenue Sub Totals:	909,973.00	70,949.49	291,812.43	618,160.57	0.00	618,160.57	67.93
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,229,372.00	90,812.12	405,748.46	823,623.54	0.00	823,623.54	67.00
130-130-5020-130	Fire Dept Overtime	134,000.00	25,918.36	79,321.54	54,678.46	0.00	54,678.46	40.80
130-130-5030-130	Fire Dept Part Time	3,500.00	0.00	37.80	3,462.20	0.00	3,462.20	98.92
130-130-5070-130	Availability Allowance	1,800.00	120.00	555.00	1,245.00	0.00	1,245.00	69.17
130-130-5170-130	Fire Dept Social Security	104,528.00	8,701.35	36,129.23	68,398.77	0.00	68,398.77	65.44
130-130-5180-130	Fire Dept Retirement	111,797.00	9,147.30	37,022.80	74,774.20	0.00	74,774.20	66.88
130-130-5190-130	Fire Dept Health Insurance	203,923.00	14,637.52	57,888.02	146,034.98	0.00	146,034.98	71.61
130-130-5210-130	Fire Dept Workers Compensation	59,848.00	0.00	0.00	59,848.00	0.00	59,848.00	100.00
130-130-5230-130	Physicals	1,500.00	73.80	110.70	1,389.30	0.00	1,389.30	92.62
130-130-5360-130	Fire Dept Member/Train/Trvl	7,990.00	0.00	0.00	7,990.00	0.00	7,990.00	100.00
130-130-5361-130	Fire Academy Training	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
130-130-5380-130	Fire Dept Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	1,860,658.00	149,410.45	616,813.55	1,243,844.45	0.00	1,243,844.45	66.85
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	52,336.00	11,978.11	20,008.84	32,327.16	0.00	32,327.16	61.77
130-130-5300-130	Fire Dept Insurance and Bonds	35,112.00	0.00	2,938.00	32,174.00	0.00	32,174.00	91.63
130-130-5320-130	Fire Dept Facility Maintenance	15,500.00	290.50	1,000.30	14,499.70	0.00	14,499.70	93.55
130-130-5330-130	Fire Dept Equipment Maint.	39,242.00	3,922.93	14,866.72	24,375.28	6,922.14	17,453.14	44.48
130-130-5530-130	Fire Dept Fuels/Lubricants	15,750.00	1,474.30	6,298.42	9,451.58	0.00	9,451.58	60.01
130-130-5540-130	Fire Dept Chemicals	525.00	0.00	0.00	525.00	0.00	525.00	100.00
130-130-5590-130	Fire Dept General Supplies	9,500.00	201.83	2,024.99	7,475.01	0.00	7,475.01	78.68
130-130-5700-130	Fire Dept Comp., Software	11,724.00	0.00	287.88	11,436.12	0.00	11,436.12	97.54
130-130-6300-130	Fire Dept Electricity	15,430.00	955.58	3,546.42	11,883.58	0.00	11,883.58	77.02
130-130-6310-130	Fire Dept Heating Fuels	8,400.00	1,325.62	2,408.53	5,991.47	0.00	5,991.47	71.33
130-130-6350-130	Fire Dept Phones	18,900.00	704.94	5,721.12	13,178.88	0.00	13,178.88	69.73
130-130-6390-130	Fire Dept. Minor Equipment	33,895.00	0.00	1,192.31	32,702.69	0.00	32,702.69	96.48
	E20 Sub Totals:	256,314.00	20,853.81	60,293.53	196,020.47	6,922.14	189,098.33	73.78
E30	CAPITAL OUTLAY							
130-130-6380-130	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	2,116,972.00	170,264.26	677,107.08	1,439,864.92	6,922.14	1,432,942.78	67.69
	Dept 130 Sub Totals:	1,206,999.00	99,314.77	385,294.65	821,704.35	6,922.14		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 170 Dept 170-000 R90 170-000-3306-000	Fund Revenue Sub Totals:		2,378,472.00	193,325.49	781,316.43	1,597,155.57	0.00	1,597,155.57	67.15
	Fund Expense Sub Totals:		2,588,872.00	290,517.26	797,360.08	1,791,511.92	6,922.14	1,784,589.78	68.93
	Fund 130 Sub Totals:		210,400.00	97,191.77	16,043.65	194,356.35	6,922.14		
	Drainage Sales Tax								
	Non-Departmental								
	TRANSFERS IN								
	Transfer fm ARPA		1,129,114.00	0.00	0.00	1,129,114.00	0.00	1,129,114.00	100.00
	R90 Sub Totals:		1,129,114.00	0.00	0.00	1,129,114.00	0.00	1,129,114.00	100.00
	Revenue Sub Totals:		1,129,114.00	0.00	0.00	1,129,114.00	0.00	1,129,114.00	100.00
	TRANSFERS OUT								
E90 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		9,284,114.00	16,875.00	757,871.57	8,526,242.43	0.00	8,526,242.43	91.84
E90 Sub Totals:			9,284,114.00	16,875.00	757,871.57	8,526,242.43	0.00	8,526,242.43	91.84
Expense Sub Totals:			9,284,114.00	16,875.00	757,871.57	8,526,242.43	0.00	8,526,242.43	91.84
Dept 000 Sub Totals:			8,155,000.00	16,875.00	757,871.57	7,397,128.43	0.00		
Dept 170-990 R01 170-990-4030-990	TAXES								
Sales Tax Drainage			407,468.00	41,587.73	165,075.30	242,392.70	0.00	242,392.70	59.49
R01 Sub Totals:			407,468.00	41,587.73	165,075.30	242,392.70	0.00	242,392.70	59.49
R03 170-990-4200-990	INTER-GOVERNMENTAL								
Grant Revenue			7,500,000.00	18,252.91	123,870.65	7,376,129.35	0.00	7,376,129.35	98.35
R03 Sub Totals:			7,500,000.00	18,252.91	123,870.65	7,376,129.35	0.00	7,376,129.35	98.35
R06 170-990-4700-990	REVENUE FROM USE OF ASSET								
Interest Earned-Drainage Fund			2,500.00	2,270.64	7,659.03	-5,159.03	0.00	-5,159.03	0.00
170-990-4820-990	Sale of Drainage Property		0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06 Sub Totals:			2,500.00	2,270.64	7,659.03	-5,159.03	0.00	-5,159.03	0.00
R07 170-990-4800-990	OTHER INCOME								
Drainage Miscellaneous			0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	7,909,968.00	62,111.28	296,604.98	7,613,363.02	0.00	7,613,363.02	96.25
E10	PERSONNEL							
170-990-5010-990	Drainage Salaries	50,079.00	6,493.20	28,952.59	21,126.41	0.00	21,126.41	42.19
170-990-5020-990	Drainage Overtime	4,667.00	1,158.94	1,251.61	3,415.39	0.00	3,415.39	73.18
170-990-5030-990	Drainage Part Time	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
170-990-5070-990	Availability Allowance	360.00	30.00	120.00	240.00	0.00	240.00	66.67
170-990-5170-990	Drainage Social Security	5,107.00	583.79	2,304.19	2,802.81	0.00	2,802.81	54.88
170-990-5180-990	Drainage Retirement	2,738.00	241.06	912.47	1,825.53	0.00	1,825.53	66.67
170-990-5190-990	Drainage Health Insurance	7,553.00	1,191.44	4,765.76	2,787.24	0.00	2,787.24	36.90
170-990-5210-990	Drainage Workers Compensation	2,924.00	0.00	0.00	2,924.00	0.00	2,924.00	100.00
170-990-5380-990	Drainage Uniforms	1,310.00	0.00	486.19	823.81	0.00	823.81	62.89
	E10 Sub Totals:	86,738.00	9,698.43	38,792.81	47,945.19	0.00	47,945.19	55.28
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	10,250.00	188.74	841.28	9,408.72	0.00	9,408.72	91.79
170-990-5300-990	Drainage Insurance & Bonds	400.00	0.00	0.00	400.00	0.00	400.00	100.00
170-990-5330-990	Drainage Equipment Maintenance	15,750.00	0.00	405.20	15,344.80	0.00	15,344.80	97.43
170-990-5530-990	Drainage Fuels/Lubricants	8,000.00	0.60	705.87	7,294.13	0.00	7,294.13	91.18
170-990-5590-990	Drainage General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-990-5640-990	Drainage Maintenance	21,000.00	0.00	625.36	20,374.64	0.00	20,374.64	97.02
	E20 Sub Totals:	55,400.00	189.34	2,577.71	52,822.29	0.00	52,822.29	95.35
E30	CAPITAL OUTLAY							
170-990-6380-990	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	142,138.00	9,887.77	41,370.52	100,767.48	0.00	100,767.48	70.89
	Dept 990 Sub Totals:	-7,767,830.00	-52,223.51	-255,234.46	-7,512,595.54	0.00		
	Fund Revenue Sub Totals:	9,039,082.00	62,111.28	296,604.98	8,742,477.02	0.00	8,742,477.02	96.72
	Fund Expense Sub Totals:	9,426,252.00	26,762.77	799,242.09	8,627,009.91	0.00	8,627,009.91	91.52
	Fund 170 Sub Totals:	387,170.00	-35,348.51	502,637.11	-115,467.11	0.00		
Fund 175	Senior Center Sales Tax							
Dept 175-000	Non-Departmental							
R90	TRANSFERS IN							
175-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3364-000	Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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
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	0.00	53,680.00	0.00	53,680.00	100.00
175-000-3264-000		Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3285-000		Trns to Capital Improvement	43,000.00	0.00	19,805.00	23,195.00	0.00	23,195.00	53.94
E90 Sub Totals:			96,680.00	0.00	19,805.00	76,875.00	0.00	76,875.00	79.51
Expense Sub Totals:			96,680.00	0.00	19,805.00	76,875.00	0.00	76,875.00	79.51
Dept 000 Sub Totals:			96,680.00	0.00	19,805.00	76,875.00	0.00		
Dept 175-175									
R01		TAXES							
175-175-4030-175		Sales Tax - 1/16-Cent	169,780.00	17,328.18	68,781.28	100,998.72	0.00	100,998.72	59.49
R01 Sub Totals:			169,780.00	17,328.18	68,781.28	100,998.72	0.00	100,998.72	59.49
R06		REVENUE FROM USE OF ASSET							
175-175-4700-175		Interest Earned-Senior Center	400.00	697.27	2,039.61	-1,639.61	0.00	-1,639.61	0.00
175-175-4820-175		Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06 Sub Totals:			400.00	697.27	2,039.61	-1,639.61	0.00	-1,639.61	0.00
R07		OTHER INCOME							
175-175-4800-175		Senior Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:			170,180.00	18,025.45	70,820.89	99,359.11	0.00	99,359.11	58.38
E10		PERSONNEL							
175-175-5010-175		Senior Center Salaries	5,743.00	441.68	1,953.10	3,789.90	0.00	3,789.90	65.99
175-175-5020-175		Senior Center Overtime	500.00	0.00	25.53	474.47	0.00	474.47	94.89
175-175-5170-175		Senior Center Social Security	478.00	33.30	149.44	328.56	0.00	328.56	68.74
175-175-5180-175		Senior Center Retirement	313.00	22.08	98.93	214.07	0.00	214.07	68.39
175-175-5190-175		Senior Center Health Insurance	1,209.00	95.32	381.33	827.67	0.00	827.67	68.46
175-175-5210-175		Senior Center Workers Comp.	274.00	0.00	0.00	274.00	0.00	274.00	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:			8,817.00	592.38	2,608.33	6,208.67	0.00	6,208.67	70.42
E20		OPERATING COSTS							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
175-175-5260-175		Senior Center Prof. Services	7,430.00	429.45	1,831.16	5,598.84	0.00	5,598.84	75.35
175-175-5300-175		Senior Center Ins. & Bonds	5,581.00	0.00	0.00	5,581.00	0.00	5,581.00	100.00
175-175-5320-175		Senior Center Facility Maint.	12,348.00	41.10	249.63	12,098.37	0.00	12,098.37	97.98
175-175-5330-175		Senior Center Equipment Maint.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
175-175-5590-175		Senior Center General Supplies	1,050.00	97.22	130.16	919.84	0.00	919.84	87.60
175-175-5610-175		Senior Center Activity/Event	3,150.00	223.85	513.67	2,636.33	0.00	2,636.33	83.69
175-175-5700-175		Senior Center Comp., Software	525.00	0.00	0.00	525.00	0.00	525.00	100.00
175-175-6300-175		Senior Center Electricity	27,000.00	2,315.00	5,297.51	21,702.49	0.00	21,702.49	80.38
175-175-6350-175		Senior Center Phones	4,473.00	352.47	1,409.88	3,063.12	0.00	3,063.12	68.48
E20 Sub Totals:			62,057.00	3,459.09	9,432.01	52,624.99	0.00	52,624.99	84.80
Expense Sub Totals:			70,874.00	4,051.47	12,040.34	58,833.66	0.00	58,833.66	83.01
Dept 175 Sub Totals:			-99,306.00	-13,973.98	-58,780.55	-40,525.45	0.00		
Fund Revenue Sub Totals:			170,180.00	18,025.45	70,820.89	99,359.11	0.00	99,359.11	58.38
Fund Expense Sub Totals:			167,554.00	4,051.47	31,845.34	135,708.66	0.00	135,708.66	80.99
Fund 175 Sub Totals:			-2,626.00	-13,973.98	-38,975.55	36,349.55	0.00		
Fund 180		Parks Sales Tax							
Dept 180-000		Non-Departmental							
R90		TRANSFERS IN							
180-000-3343-000		Transfer from Other Funds	50,000.00	4,167.00	16,668.00	33,332.00	0.00	33,332.00	66.66
180-000-3390-000		Transfer from Parks Sales Tax	65,180.00	5,432.00	21,728.00	43,452.00	0.00	43,452.00	66.66
R90 Sub Totals:			115,180.00	9,599.00	38,396.00	76,784.00	0.00	76,784.00	66.66
Revenue Sub Totals:			115,180.00	9,599.00	38,396.00	76,784.00	0.00	76,784.00	66.66
E90		TRANSFERS OUT							
180-000-3200-000		Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3241-000		Transfer to GC fm Parks -Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3285-000		Trns to Capital Improvement	425,275.00	32,679.32	140,765.10	284,509.90	0.00	284,509.90	66.90
180-000-3290-000		Transfer to Parks Recreation	65,180.00	5,432.00	21,728.00	43,452.00	0.00	43,452.00	66.66
E90 Sub Totals:			490,455.00	38,111.32	162,493.10	327,961.90	0.00	327,961.90	66.87
Expense Sub Totals:			490,455.00	38,111.32	162,493.10	327,961.90	0.00	327,961.90	66.87
Dept 000 Sub Totals:			375,275.00	28,512.32	124,097.10	251,177.90	0.00		
Dept 180-750		TAXES							
R01									

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-4030-750	Sales Tax Parks	611,202.00	62,381.60	247,612.95	363,589.05	0.00	363,589.05	59.49
	R01 Sub Totals:	611,202.00	62,381.60	247,612.95	363,589.05	0.00	363,589.05	59.49
R03	INTER-GOVERNMENTAL							
180-750-4200-750	Grant Revenue	92,652.00	0.00	0.00	92,652.00	0.00	92,652.00	100.00
	R03 Sub Totals:	92,652.00	0.00	0.00	92,652.00	0.00	92,652.00	100.00
R04	CHARGES FOR SERVICES							
180-750-4530-750	Fish Food Monies	3,500.00	158.62	1,505.88	1,994.12	0.00	1,994.12	56.97
	R04 Sub Totals:	3,500.00	158.62	1,505.88	1,994.12	0.00	1,994.12	56.97
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,000.00	0.00	340.00	1,660.00	0.00	1,660.00	83.00
180-750-4500-752	RV Pad Rental	3,000.00	150.00	762.00	2,238.00	0.00	2,238.00	74.60
180-750-4700-750	Interest Earned-Parks Fund	1,400.00	1,793.21	6,518.64	-5,118.64	0.00	-5,118.64	0.00
180-750-4760-750	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-750-4820-750	Sale and Use of Property	0.00	0.00	2,154.00	-2,154.00	0.00	-2,154.00	0.00
	R06 Sub Totals:	6,400.00	1,943.21	9,774.64	-3,374.64	0.00	-3,374.64	0.00
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	-216,779.50	220.50	-220.50	0.00	-220.50	0.00
	R07 Sub Totals:	0.00	-216,779.50	220.50	-220.50	0.00	-220.50	0.00
R87	DONATIONS							
180-750-4990-750	Donations Parks	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-750-4990-753	Skate Park Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	713,754.00	-152,296.07	259,113.97	454,640.03	0.00	454,640.03	63.70
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	232,051.00	16,992.46	73,141.70	158,909.30	0.00	158,909.30	68.48
180-750-5020-750	Parks Overtime	8,000.00	267.43	2,059.85	5,940.15	0.00	5,940.15	74.25
180-750-5070-750	Availability Allowance	720.00	60.00	240.00	480.00	0.00	480.00	66.67
180-750-5170-750	Parks Social Security	18,364.00	1,305.10	5,698.54	12,665.46	0.00	12,665.46	68.97
180-750-5180-750	Parks Retirement	12,003.00	633.96	2,385.30	9,617.70	0.00	9,617.70	80.13
180-750-5190-750	Parks Health Insurance	45,317.00	3,574.32	14,014.08	31,302.92	0.00	31,302.92	69.08
180-750-5210-750	Parks Workers Compensation	10,515.00	0.00	0.00	10,515.00	0.00	10,515.00	100.00
180-750-5360-750	Parks Member/Training/Travel	1,040.00	40.00	40.00	1,000.00	0.00	1,000.00	96.15
180-750-5380-750	Parks Uniforms	3,500.00	360.00	2,041.04	1,458.96	0.00	1,458.96	41.68
	E10 Sub Totals:	331,510.00	23,233.27	99,620.51	231,889.49	0.00	231,889.49	69.95
E20	OPERATING COSTS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-5260-750	Parks Professional Services	2,395.00	120.77	2,397.03	-2.03	0.00	-2.03	0.00
180-750-5300-750	Parks Insurance and Bonds	27,198.00	0.00	0.00	27,198.00	0.00	27,198.00	100.00
180-750-5320-750	Parks Facility Maintenance	28,000.00	335.81	4,336.75	23,663.25	7,200.00	16,463.25	58.80
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	2,033.31	7,276.72	10,723.28	0.00	10,723.28	59.57
180-750-5331-750	Helicopter Maintenance	5,000.00	0.00	284.57	4,715.43	0.00	4,715.43	94.31
180-750-5530-750	Parks Fuels/Lubricants	13,500.00	870.59	3,904.79	9,595.21	0.00	9,595.21	71.08
180-750-5590-750	Parks General Supplies	10,000.00	91.60	1,435.73	8,564.27	0.00	8,564.27	85.64
180-750-5590-752	RV Park Expenses	1,000.00	0.00	119.99	880.01	0.00	880.01	88.00
180-750-5610-750	Christmas Lighting	4,200.00	203.28	3,932.89	267.11	0.00	267.11	6.36
180-750-5630-750	Wading Pool Expenses	1,050.00	0.00	0.00	1,050.00	0.00	1,050.00	100.00
180-750-5700-750	Parks Computer/Software	3,132.00	56.99	56.99	3,075.01	0.00	3,075.01	98.18
180-750-6300-750	Parks Electricity	17,000.00	1,377.87	3,630.82	13,369.18	0.00	13,369.18	78.64
180-750-6310-750	Parks Heating Fuels	2,900.00	266.51	542.17	2,357.83	0.00	2,357.83	81.30
180-750-6350-750	Parks Phones	4,814.00	352.47	1,496.70	3,317.30	0.00	3,317.30	68.91
180-750-6390-750	Parks Minor Equipment	10,500.00	86.98	371.63	10,128.37	0.00	10,128.37	96.46
180-750-6410-750	Flowers & Plants	4,725.00	788.00	788.00	3,937.00	0.00	3,937.00	83.32
	E20 Sub Totals:	154,414.00	6,584.18	30,574.78	123,839.22	7,200.00	116,639.22	75.54
	Expense Sub Totals:	485,924.00	29,817.45	130,195.29	355,728.71	7,200.00	348,528.71	71.72
	Dept 750 Sub Totals:	-227,830.00	182,113.52	-128,918.68	-98,911.32	7,200.00		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	45,000.00	20.00	110.00	44,890.00	0.00	44,890.00	99.76
180-940-5300-940	Parks - Swim Insurance & Bonds	12,796.00	0.00	0.00	12,796.00	0.00	12,796.00	100.00
180-940-5320-940	Parks - Swim Facility Maint.	6,000.00	0.00	318.40	5,681.60	0.00	5,681.60	94.69
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	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
180-940-6300-940	Parks - Pool Electricity	4,000.00	36.79	-355.48	4,355.48	0.00	4,355.48	108.89
	E20 Sub Totals:	72,796.00	56.79	72.92	72,723.08	0.00	72,723.08	99.90
	Expense Sub Totals:	72,796.00	56.79	72.92	72,723.08	0.00	72,723.08	99.90
	Dept 940 Sub Totals:	72,796.00	56.79	72.92	72,723.08	0.00		
	Fund Revenue Sub Totals:	828,934.00	-142,697.07	297,509.97	531,424.03	0.00	531,424.03	64.11
	Fund Expense Sub Totals:	1,049,175.00	67,985.56	292,761.31	756,413.69	7,200.00	749,213.69	71.41
	Fund 180 Sub Totals:	220,241.00	210,682.63	-4,748.66	224,989.66	7,200.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	0.00	213,719.00	0.00	213,719.00	100.00
195-000-3285-000		Trns to Capital Improvement	318,410.00	0.00	0.00	318,410.00	0.00	318,410.00	100.00
		E90 Sub Totals:	532,129.00	0.00	0.00	532,129.00	0.00	532,129.00	100.00
		Expense Sub Totals:	532,129.00	0.00	0.00	532,129.00	0.00	532,129.00	100.00
		Dept 000 Sub Totals:	532,129.00	0.00	0.00	532,129.00	0.00		
Dept	195-114	REVENUE FROM USE OF ASSET							
R06		Lampo Rental Fees	13,000.00	900.00	7,204.27	5,795.73	0.00	5,795.73	44.58
195-114-4500-114		R06 Sub Totals:	13,000.00	900.00	7,204.27	5,795.73	0.00	5,795.73	44.58
		Revenue Sub Totals:	13,000.00	900.00	7,204.27	5,795.73	0.00	5,795.73	44.58
E20		OPERATING COSTS							
195-114-5260-114		Lampo Professional Services	2,200.00	75.00	582.60	1,617.40	0.00	1,617.40	73.52
195-114-5300-114		Lampo Insurance and Bonds	2,571.00	0.00	0.00	2,571.00	0.00	2,571.00	100.00
195-114-5320-114		Lampo Facility Maintenance	7,500.00	1,299.03	6,203.27	1,296.73	0.00	1,296.73	17.29
195-114-5330-114		Lampo Equipment Mtce	1,050.00	0.00	42.01	1,007.99	0.00	1,007.99	96.00
195-114-5590-114		Lampo General Supplies	1,050.00	6.64	432.99	617.01	0.00	617.01	58.76
195-114-6300-114		Lampo Electricity	10,000.00	135.07	483.31	9,516.69	0.00	9,516.69	95.17
195-114-6310-114		Lampo Heating Fuels	4,933.00	923.37	1,953.83	2,979.17	0.00	2,979.17	60.39
		E20 Sub Totals:	29,304.00	2,439.11	9,698.01	19,605.99	0.00	19,605.99	66.91
		Expense Sub Totals:	29,304.00	2,439.11	9,698.01	19,605.99	0.00	19,605.99	66.91
		Dept 114 Sub Totals:	16,304.00	1,539.11	2,493.74	13,810.26	0.00		
Dept	195-195	TAXES							
R01		Auditorium Sales Tax	509,334.00	51,984.53	206,343.82	302,990.18	0.00	302,990.18	59.49
195-195-4030-195		R01 Sub Totals:	509,334.00	51,984.53	206,343.82	302,990.18	0.00	302,990.18	59.49
R06		REVENUE FROM USE OF ASSET							
195-195-4500-195		Auditorium Rental Fees	18,500.00	500.00	5,755.00	12,745.00	0.00	12,745.00	68.89
195-195-4520-195		Auditorium Sound Fees	3,000.00	0.00	1,035.00	1,965.00	0.00	1,965.00	65.50
195-195-4700-195		Interest Earned-Auditorium Fd	1,500.00	3,590.94	10,149.34	-8,649.34	0.00	-8,649.34	0.00
195-195-4820-195		Auditorium Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06 Sub Totals:			23,000.00	4,090.94	16,939.34	6,060.66	0.00	6,060.66	26.35
Revenue Sub Totals:			532,334.00	56,075.47	223,283.16	309,050.84	0.00	309,050.84	58.06
E10		PERSONNEL							
195-195-5010-195		Auditorium Salaries	43,926.00	1,794.26	7,940.23	35,985.77	0.00	35,985.77	81.92
195-195-5020-195		Auditorium Overtime	6,000.00	0.00	767.91	5,232.09	0.00	5,232.09	87.20
195-195-5030-195		Auditorium Part Time	2,000.00	0.00	97.50	1,902.50	0.00	1,902.50	95.13
195-195-5170-195		Auditorium Social Security	3,973.00	135.30	663.48	3,309.52	0.00	3,309.52	83.30
195-195-5180-195		Auditorium Retirement	2,497.00	89.71	419.12	2,077.88	0.00	2,077.88	83.22
195-195-5190-195		Auditorium Health Insurance	8,686.00	387.22	1,604.33	7,081.67	0.00	7,081.67	81.53
195-195-5210-195		Auditorium Workers Comp.	2,275.00	0.00	0.00	2,275.00	0.00	2,275.00	100.00
E10 Sub Totals:			69,357.00	2,406.49	11,492.57	57,864.43	0.00	57,864.43	83.43
E20		OPERATING COSTS							
195-195-5260-195		Auditorium Prof. Services	7,110.00	1,741.01	1,901.01	5,208.99	0.00	5,208.99	73.26
195-195-5300-195		Auditorium Insurance & Bonds	21,549.00	0.00	0.00	21,549.00	0.00	21,549.00	100.00
195-195-5320-195		Auditorium Facility Maint.	24,520.00	177.04	2,468.75	22,051.25	0.00	22,051.25	89.93
195-195-5330-195		Auditorium Equipment Maint.	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
195-195-5590-195		Auditorium General Supplies	2,625.00	34.48	966.62	1,658.38	0.00	1,658.38	63.18
195-195-6300-195		Auditorium Electricity	38,000.00	2,497.37	10,056.14	27,943.86	0.00	27,943.86	73.54
195-195-6310-195		Auditorium Heating Fuels	13,000.00	1,715.39	3,894.64	9,105.36	0.00	9,105.36	70.04
195-195-6350-195		Auditorium Phones	4,448.00	352.47	1,409.88	3,038.12	0.00	3,038.12	68.30
E20 Sub Totals:			116,252.00	6,517.76	20,697.04	95,554.96	0.00	95,554.96	82.20
Expense Sub Totals:			185,609.00	8,924.25	32,189.61	153,419.39	0.00	153,419.39	82.66
Dept 195 Sub Totals:			-346,725.00	-47,151.22	-191,093.55	-155,631.45	0.00		
Fund Revenue Sub Totals:			545,334.00	56,975.47	230,487.43	314,846.57	0.00	314,846.57	57.73
Fund Expense Sub Totals:			747,042.00	11,363.36	41,887.62	705,154.38	0.00	705,154.38	94.39
Fund 195 Sub Totals:			201,708.00	-45,612.11	-188,599.81	390,307.81	0.00		
Fund 212		2012 A&B							
Dept 212-000		Non-Departmental							
R90		TRANSFERS IN							
212-000-3314-000		Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-000-3320-000		Transfer fm Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00

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		
Dept 212-212	2012 A&B COPs							
R06	REVENUE FROM USE OF ASSET							
212-212-4700-212	Interest Income-2012 COPs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
212-212-5920-212	2012 A & B Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-212-5930-212	2012 Paying Agent Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
212-212-5910-212	2012 B Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 213	2013 Series Spc Obl Bond							
Dept 213-000	Non-Departmental							
R90	TRANSFERS IN							
213-000-3373-000	Transfer from Street Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-200	TRANSFERS IN							
R90								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	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							
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	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 213 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 214 Dept 214-000 R90	2014 A&B Series Non-Departmental 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

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 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	24,931.17	227,018.83	0.00	227,018.83	90.10
	R90 Sub Totals:	251,950.00	0.00	24,931.17	227,018.83	0.00	227,018.83	90.10
	Revenue Sub Totals:	251,950.00	0.00	24,931.17	227,018.83	0.00	227,018.83	90.10
	Dept 000 Sub Totals:	-251,950.00	0.00	-24,931.17	-227,018.83	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
216-216-5920-216	Interest Expense 2016 Series	57,200.00	0.00	24,931.17	32,268.83	0.00	32,268.83	56.41
216-216-5940-216	2016 Series Admin Fees	4,750.00	0.00	0.00	4,750.00	0.00	4,750.00	100.00
	E50 Sub Totals:	61,950.00	0.00	24,931.17	37,018.83	0.00	37,018.83	59.76
E55	DEBT SERVICE - PRINCIPLE							
216-216-5910-216	Principal Paid 2016 COP	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	E55 Sub Totals:	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	Expense Sub Totals:	251,950.00	0.00	24,931.17	227,018.83	0.00	227,018.83	90.10
	Dept 216 Sub Totals:	251,950.00	0.00	24,931.17	227,018.83	0.00		
	Fund Revenue Sub Totals:	251,950.00	0.00	24,931.17	227,018.83	0.00	227,018.83	90.10
	Fund Expense Sub Totals:	251,950.00	0.00	24,931.17	227,018.83	0.00	227,018.83	90.10
	Fund 216 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 221	2021 Special Obligation Bonds							
Dept 221-000	Non-Departmental							
R90	TRANSFERS IN							
221-000-3320-000	Transfer to 2021 Series DS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
221-000-3321-000	Transfer in 2021 Series DS	501,302.00	0.00	0.00	501,302.00	0.00	501,302.00	100.00
	R90 Sub Totals:	501,302.00	0.00	0.00	501,302.00	0.00	501,302.00	100.00
	Revenue Sub Totals:	501,302.00	0.00	0.00	501,302.00	0.00	501,302.00	100.00
	Dept 000 Sub Totals:	-501,302.00	0.00	0.00	-501,302.00	0.00		
Dept 221-221	2021 Special Obligation Bonds							
R06	REVENUE FROM USE OF ASSET							
221-221-4700-221	Interest Earned 2021 Series	0.00	6.92	20.33	-20.33	0.00	-20.33	0.00
	R06 Sub Totals:	0.00	6.92	20.33	-20.33	0.00	-20.33	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R90 290-290-4950-290	R10 Sub Totals:	158,000.00	13,494.66	50,950.35	107,049.65	0.00	107,049.65	67.75
	TRANSFERS IN							
	City's Portion - Insur.	836,848.00	61,304.74	234,909.31	601,938.69	0.00	601,938.69	71.93
E25 290-290-6140-290 290-290-6150-290	R90 Sub Totals:	836,848.00	61,304.74	234,909.31	601,938.69	0.00	601,938.69	71.93
	Revenue Sub Totals:	994,948.00	74,799.40	285,871.69	709,076.31	0.00	709,076.31	71.27
	NON-OPERATING EXPENSE							
E25 290-290-6140-290 290-290-6150-290	Health Insurance Fees Employee	861,017.00	57,165.60	227,218.41	633,798.59	0.00	633,798.59	73.61
	Health Insurance Fees Dependnt	158,000.00	10,955.51	43,541.92	114,458.08	0.00	114,458.08	72.44
	E25 Sub Totals:	1,019,017.00	68,121.11	270,760.33	748,256.67	0.00	748,256.67	73.43
Dept 290-291 E25 290-291-6120-290 290-291-6130-290 290-291-6135-290	Expense Sub Totals:	1,019,017.00	68,121.11	270,760.33	748,256.67	0.00	748,256.67	73.43
	Dept 290 Sub Totals:	24,069.00	-6,678.29	-15,111.36	39,180.36	0.00		
	NON-OPERATING EXPENSE							
E25 290-291-6120-290 290-291-6130-290 290-291-6135-290	Dental Insurance -Employee	0.00	0.00	7,155.40	-7,155.40	0.00	-7,155.40	0.00
	Dental Insurance Dependent	0.00	0.00	3,552.45	-3,552.45	0.00	-3,552.45	0.00
	Vision Insurance	0.00	568.20	2,627.41	-2,627.41	0.00	-2,627.41	0.00
E25 290-291-6120-290 290-291-6130-290 290-291-6135-290	E25 Sub Totals:	0.00	568.20	13,335.26	-13,335.26	0.00	-13,335.26	0.00
	Expense Sub Totals:	0.00	568.20	13,335.26	-13,335.26	0.00	-13,335.26	0.00
	Dept 291 Sub Totals:	0.00	568.20	13,335.26	-13,335.26	0.00		
Fund 300 Dept 300-000 R90 300-000-3303-000 300-000-3385-000 300-000-3385-111 300-000-3385-112 300-000-3385-115	Fund Revenue Sub Totals:	994,948.00	74,799.40	285,871.69	709,076.31	0.00	709,076.31	71.27
	Fund Expense Sub Totals:	1,019,017.00	68,689.31	284,095.59	734,921.41	0.00	734,921.41	72.12
	Fund 290 Sub Totals:	24,069.00	-6,110.09	-1,776.10	25,845.10	0.00		
Fund 300 Dept 300-000 R90 300-000-3303-000 300-000-3385-000 300-000-3385-111 300-000-3385-112 300-000-3385-115	Capital Improvement Sales Tax							
	Non-Departmental							
	TRANSFERS IN							
Fund 300 Dept 300-000 R90 300-000-3303-000 300-000-3385-000 300-000-3385-111 300-000-3385-112 300-000-3385-115	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transfer From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transfer fm City Clerk	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
Fund 300 Dept 300-000 R90 300-000-3303-000 300-000-3385-000 300-000-3385-111 300-000-3385-112 300-000-3385-115	Transfer fm General Admin	209,630.00	0.00	0.00	209,630.00	0.00	209,630.00	100.00
	Transfer from Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
300-000-3385-118	Transfer fm Recycle Center	68,000.00	0.00	12,196.78	55,803.22	0.00	55,803.22	82.06
300-000-3385-120	Transfer fm Police Dept	151,000.00	0.00	102,840.00	48,160.00	0.00	48,160.00	31.89
300-000-3385-130	Transfer fm Fire Department	471,900.00	120,253.00	120,253.00	351,647.00	0.00	351,647.00	74.52
300-000-3385-160	Transfer fm Airport	229,000.00	170,394.87	471,241.37	-242,241.37	0.00	-242,241.37	0.00
300-000-3385-170	Transfer fm Drainage	9,284,114.00	16,875.00	757,871.57	8,526,242.43	0.00	8,526,242.43	91.84
300-000-3385-175	Transfer fm Senior Center	43,000.00	0.00	19,805.00	23,195.00	0.00	23,195.00	53.94
300-000-3385-180	Transfer fm Parks & Rec	425,275.00	32,679.32	140,765.10	284,509.90	0.00	284,509.90	66.90
300-000-3385-195	Transfer fm Auditorium	318,410.00	0.00	0.00	318,410.00	0.00	318,410.00	100.00
300-000-3385-204	Transfer fm Cemetery	88,247.00	41,106.52	41,106.52	47,140.48	0.00	47,140.48	53.42
300-000-3385-450	Transfer fm Golf Course	275,367.00	65,307.80	80,457.80	194,909.20	0.00	194,909.20	70.78
300-000-3385-800	Transfer fm Streets Dept	541,098.00	54,938.24	163,389.49	377,708.51	0.00	377,708.51	69.80
	R90 Sub Totals:	12,155,041.00	501,554.75	1,909,926.63	10,245,114.37	0.00	10,245,114.37	84.29
	Revenue Sub Totals:	12,155,041.00	501,554.75	1,909,926.63	10,245,114.37	0.00	10,245,114.37	84.29
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	83,984.00	167,966.00	0.00	167,966.00	66.67
300-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	251,950.00	20,996.00	83,984.00	167,966.00	0.00	167,966.00	66.67
	Expense Sub Totals:	251,950.00	20,996.00	83,984.00	167,966.00	0.00	167,966.00	66.67
	Dept 000 Sub Totals:	-11,903,091.00	-480,558.75	-1,825,942.63	-10,077,148.37	0.00		
Dept 300-300	Capital Improvement							
R01	TAXES							
300-300-4030-300	Capital Improvement Sales Tax	336,204.00	34,656.41	137,562.55	198,641.45	0.00	198,641.45	59.08
	R01 Sub Totals:	336,204.00	34,656.41	137,562.55	198,641.45	0.00	198,641.45	59.08
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	1,200.00	249.79	2,217.12	-1,017.12	0.00	-1,017.12	0.00
	R06 Sub Totals:	1,200.00	249.79	2,217.12	-1,017.12	0.00	-1,017.12	0.00
R07	OTHER INCOME							
300-300-4800-300	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	337,404.00	34,906.20	139,779.67	197,624.33	0.00	197,624.33	58.57
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
300-300-5790-112	Capital Impr./Purchase GenAdm	209,630.00	0.00	0.00	209,630.00	197,630.00	12,000.00	5.72
300-300-5790-115	Capital Impr/Purch Development	0.00	0.00	0.00	0.00	12,433.21	-12,433.21	0.00
300-300-5790-130	Capital Impr/Purch Fire Dept	471,900.00	120,253.00	120,253.00	351,647.00	0.00	351,647.00	74.52
300-300-5790-175	Capital Impr/Purch Senior Cent	43,000.00	0.00	19,805.00	23,195.00	0.00	23,195.00	53.94
300-300-5790-195	Capital Impr/Purch Auditorium	318,410.00	0.00	0.00	318,410.00	168,410.00	150,000.00	47.11
300-300-5790-204	Capital Impr/Purch IOOF	88,247.00	41,106.52	41,106.52	47,140.48	50.16	47,090.32	53.36
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	275,367.00	65,307.80	68,457.80	206,909.20	30,820.00	176,089.20	63.95
300-300-5790-750	Capital Impr/Purch Parks & Rec	425,275.00	32,679.32	140,765.10	284,509.90	51,890.32	232,619.58	54.70
300-300-5790-800	Capital Impr/Purch Street Dept	541,098.00	54,938.24	175,389.49	365,708.51	208,954.11	156,754.40	28.97
300-300-5790-990	Capital Impr/Purch Drainage	9,284,114.00	16,875.00	757,871.57	8,526,242.43	1,133,157.22	7,393,085.21	79.63
	E30 Sub Totals:	11,707,041.00	331,159.88	1,323,648.48	10,383,392.52	1,803,345.02	8,580,047.50	73.29
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	68,000.00	0.00	12,196.78	55,803.22	0.00	55,803.22	82.06
300-300-5790-120	Capital Impr/Purch Police Dept	151,000.00	0.00	102,840.00	48,160.00	0.00	48,160.00	31.89
300-300-5790-160	Capital Impr/Purch Airport	229,000.00	170,394.87	471,241.37	-242,241.37	109,155.45	-351,396.82	0.00
	E90 Sub Totals:	448,000.00	170,394.87	586,278.15	-138,278.15	109,155.45	-247,433.60	0.00
	Expense Sub Totals:	12,155,041.00	501,554.75	1,909,926.63	10,245,114.37	1,912,500.47	8,332,613.90	68.55
	Dept 300 Sub Totals:	11,817,637.00	466,648.55	1,770,146.96	10,047,490.04	1,912,500.47		
	Fund Revenue Sub Totals:	12,492,445.00	536,460.95	2,049,706.30	10,442,738.70	0.00	10,442,738.70	83.59
	Fund Expense Sub Totals:	12,406,991.00	522,550.75	1,993,910.63	10,413,080.37	1,912,500.47	8,500,579.90	68.51
	Fund 300 Sub Totals:	-85,454.00	-13,910.20	-55,795.67	-29,658.33	1,912,500.47		
Fund 310	Hotel/Motel Tax							
Dept 310-000	Non-Departmental							
E90	TRANSFERS OUT							
310-000-3210-000	Tran to General Adm 3% Adm Cst	2,860.00	239.00	956.00	1,904.00	0.00	1,904.00	66.57
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	19,500.00	0.00	0.00	19,500.00	0.00	19,500.00	100.00
310-000-3256-000	Tran to -Fall Festival	13,000.00	0.00	13,000.00	0.00	0.00	0.00	0.00
310-000-3257-000	Transfer to-Bluegrass	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	35,360.00	239.00	13,956.00	21,404.00	0.00	21,404.00	60.53
	Expense Sub Totals:	35,360.00	239.00	13,956.00	21,404.00	0.00	21,404.00	60.53
	Dept 000 Sub Totals:	35,360.00	239.00	13,956.00	21,404.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 310-310								
R01	TAXES							
310-310-4040-330	Motel Tax Revenue	95,317.00	7,607.85	36,289.35	59,027.65	0.00	59,027.65	61.93
	R01 Sub Totals:	95,317.00	7,607.85	36,289.35	59,027.65	0.00	59,027.65	61.93
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	1,000.00	875.86	2,528.04	-1,528.04	0.00	-1,528.04	0.00
	R06 Sub Totals:	1,000.00	875.86	2,528.04	-1,528.04	0.00	-1,528.04	0.00
	Revenue Sub Totals:	96,317.00	8,483.71	38,817.39	57,499.61	0.00	57,499.61	59.70
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	57,520.00	-5,250.00	59,718.60	-2,198.60	0.00	-2,198.60	0.00
310-310-6300-310	Hotel Motel Electricity	600.00	54.10	123.09	476.91	0.00	476.91	79.49
310-310-6520-330	Easter Event	305.00	0.00	0.00	305.00	0.00	305.00	100.00
	E20 Sub Totals:	58,425.00	-5,195.90	59,841.69	-1,416.69	0.00	-1,416.69	0.00
	Expense Sub Totals:	58,425.00	-5,195.90	59,841.69	-1,416.69	0.00	-1,416.69	0.00
	Dept 310 Sub Totals:	-37,892.00	-13,679.61	21,024.30	-58,916.30	0.00		
	Fund Revenue Sub Totals:	96,317.00	8,483.71	38,817.39	57,499.61	0.00	57,499.61	59.70
	Fund Expense Sub Totals:	93,785.00	-4,956.90	73,797.69	19,987.31	0.00	19,987.31	21.31
	Fund 310 Sub Totals:	-2,532.00	-13,440.61	34,980.30	-37,512.30	0.00		
Fund 360	Tax Incremental Financing							
Dept 360-000	Non-Departmental							
R01	TAXES							
360-000-3300-000	Sales Tax TIF City	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 360-360								
R01	TAXES							
360-360-4900-360	Real Est. Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-360-4910-360	Sales Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06 360-360-4700-360	R01 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	REVENUE FROM USE OF ASSET								
	Interest Earned-TIF Fund		0.00	0.00	0.00	0.00	0.00	0.00	0.00
R10 360-360-4900-000	R06 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	NON-OPERATING REVENUES								
	CDBG Grant		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E25 360-360-5590-360	R10 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	NON-OPERATING EXPENSE								
E90 360-360-6980-360	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
	TRANSFERS OUT								
	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	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 450 Dept 450-000 R90	Fund 360 Sub Totals:		0.00	0.00	0.00	0.00	0.00		
	Golf Course								
	Non-Departmental								
450-000-3340-000	TRANSFERS IN								
450-000-3341-000	Transfer fm General		120,000.00	0.00	0.00	120,000.00	0.00	120,000.00	100.00
450-000-3342-000	Transfer fm Parks -Mtce		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transfer fm Capital Imp		251,950.00	20,996.00	83,984.00	167,966.00	0.00	167,966.00	66.67
E90 450-000-3276-000	R90 Sub Totals:		371,950.00	20,996.00	83,984.00	287,966.00	0.00	287,966.00	77.42
	Revenue Sub Totals:		371,950.00	20,996.00	83,984.00	287,966.00	0.00	287,966.00	77.42
	TRANSFERS OUT								
	Transfer to 2016 DS		251,950.00	0.00	24,931.17	227,018.83	0.00	227,018.83	90.10

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-000-3285-000	Trns to Capital Improvement	275,367.00	65,307.80	80,457.80	194,909.20	0.00	194,909.20	70.78
	E90 Sub Totals:	527,317.00	65,307.80	105,388.97	421,928.03	0.00	421,928.03	80.01
	Expense Sub Totals:	527,317.00	65,307.80	105,388.97	421,928.03	0.00	421,928.03	80.01
	Dept 000 Sub Totals:	155,367.00	44,311.80	21,404.97	133,962.03	0.00		
Dept 450-150 R04	CHARGES FOR SERVICES							
450-150-4350-430	Golf Course Fees	145,000.00	2,727.00	32,051.00	112,949.00	0.00	112,949.00	77.90
450-150-4352-430	City Tournament Fees	14,400.00	500.00	5,600.00	8,800.00	0.00	8,800.00	61.11
450-150-4370-430	Passes for Fees	80,000.00	970.00	3,812.00	76,188.00	0.00	76,188.00	95.24
450-150-4993-430	Advertising Revenue	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	R04 Sub Totals:	239,900.00	4,197.00	41,463.00	198,437.00	0.00	198,437.00	82.72
R06	REVENUE FROM USE OF ASSET							
450-150-4360-430	Golf Cart Rentals	130,000.00	2,598.00	31,323.00	98,677.00	0.00	98,677.00	75.91
450-150-4390-430	Driving Range Revenue	5,000.00	125.00	1,956.00	3,044.00	0.00	3,044.00	60.88
450-150-4500-430	Community Room Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4700-430	Interest Earned-Golf Course	0.00	271.44	794.90	-794.90	0.00	-794.90	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:	135,000.00	2,994.44	34,073.90	100,926.10	0.00	100,926.10	74.76
R07	OTHER INCOME							
450-150-4800-430	Golf Course Miscellaneous	0.00	1,248.77	3,284.48	-3,284.48	0.00	-3,284.48	0.00
	R07 Sub Totals:	0.00	1,248.77	3,284.48	-3,284.48	0.00	-3,284.48	0.00
R08	SALES REVENUE							
450-150-4380-430	Pro Shop Revenue	30,000.00	647.75	7,614.25	22,385.75	0.00	22,385.75	74.62
450-150-4420-430	Golf Concessions Revenue	35,000.00	585.75	8,526.25	26,473.75	0.00	26,473.75	75.64
	R08 Sub Totals:	65,000.00	1,233.50	16,140.50	48,859.50	0.00	48,859.50	75.17
	Revenue Sub Totals:	439,900.00	9,673.71	94,961.88	344,938.12	0.00	344,938.12	78.41
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	161,397.00	7,329.70	30,364.50	131,032.50	0.00	131,032.50	81.19
450-150-5020-430	Golf Course Overtime	5,000.00	242.42	1,413.84	3,586.16	0.00	3,586.16	71.72
450-150-5030-430	Golf Course Part Time	87,128.00	3,028.25	26,779.51	60,348.49	0.00	60,348.49	69.26
450-150-5070-430	Availability Allowance	360.00	0.00	30.00	330.00	0.00	330.00	91.67
450-150-5170-430	Golf Course Social Security	19,395.00	806.00	4,467.79	14,927.21	0.00	14,927.21	76.96
450-150-5180-430	Golf Course Retirement	8,320.00	0.00	335.22	7,984.78	0.00	7,984.78	95.97
450-150-5190-430	Golf Course Health Insurance	30,211.00	625.04	1,919.10	28,291.90	0.00	28,291.90	93.65

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-5210-430		Golf Course Workers Comp.	11,105.00	0.00	0.00	11,105.00	0.00	11,105.00	100.00
450-150-5360-430		Golf Course Member/Train/Trvl	1,050.00	80.00	80.00	970.00	0.00	970.00	92.38
450-150-5380-430		Uniforms	3,675.00	0.00	32.30	3,642.70	0.00	3,642.70	99.12
		E10 Sub Totals:	327,641.00	12,111.41	65,422.26	262,218.74	0.00	262,218.74	80.03
E20		OPERATING COSTS							
450-150-5260-430		Golf Course Prof. Services	10,511.00	2,840.90	5,996.62	4,514.38	0.00	4,514.38	42.95
450-150-5270-430		Golf Course Credit Card Fees	9,450.00	352.33	2,466.78	6,983.22	0.00	6,983.22	73.90
450-150-5300-430		Golf Insurance & Bonds	15,241.00	0.00	0.00	15,241.00	0.00	15,241.00	100.00
450-150-5310-430		Golf Course Concession Cost	31,500.00	555.00	2,959.10	28,540.90	0.00	28,540.90	90.61
450-150-5314-430		Golf Course Accessories	26,250.00	0.00	4,932.56	21,317.44	0.00	21,317.44	81.21
450-150-5320-430		Golf Facility Maintenance	10,000.00	30.07	3,697.60	6,302.40	0.00	6,302.40	63.02
450-150-5325-430		Grounds Maintenance	40,000.00	0.00	-38.87	40,038.87	0.00	40,038.87	100.10
450-150-5330-430		Golf Equipment Maintenance	15,000.00	2,915.07	5,276.11	9,723.89	0.00	9,723.89	64.83
450-150-5335-430		Golf Cart Maintenance	3,675.00	0.00	834.98	2,840.02	0.00	2,840.02	77.28
450-150-5350-430		Driving Range Expense	1,575.00	0.00	0.00	1,575.00	0.00	1,575.00	100.00
450-150-5530-430		Golf Course Fuels/Lubricants	21,000.00	19.70	3,105.14	17,894.86	0.00	17,894.86	85.21
450-150-5540-430		Golf Course Chemicals	60,000.00	0.00	32,186.64	27,813.36	21,516.05	6,297.31	10.50
450-150-5590-430		Golf Course General Supplies	6,300.00	7.88	494.36	5,805.64	0.00	5,805.64	92.15
450-150-5610-430		City Tournament Expense	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
450-150-5700-430		Golf Course Computer/Software	1,454.00	0.00	0.00	1,454.00	0.00	1,454.00	100.00
450-150-6300-430		Golf Course Electricity	27,000.00	936.60	3,366.45	23,633.55	0.00	23,633.55	87.53
450-150-6350-430		Golf Course Phones	5,670.00	352.47	1,583.52	4,086.48	0.00	4,086.48	72.07
		E20 Sub Totals:	288,626.00	8,010.02	66,860.99	221,765.01	21,516.05	200,248.96	69.38
E30		CAPITAL OUTLAY							
450-150-6380-430		Lease Payments	18,807.00	0.00	0.00	18,807.00	0.00	18,807.00	100.00
		E30 Sub Totals:	18,807.00	0.00	0.00	18,807.00	0.00	18,807.00	100.00
		Expense Sub Totals:	635,074.00	20,121.43	132,283.25	502,790.75	21,516.05	481,274.70	75.78
		Dept 150 Sub Totals:	195,174.00	10,447.72	37,321.37	157,852.63	21,516.05		
		Fund Revenue Sub Totals:	811,850.00	30,669.71	178,945.88	632,904.12	0.00	632,904.12	77.96
		Fund Expense Sub Totals:	1,162,391.00	85,429.23	237,672.22	924,718.78	21,516.05	903,202.73	77.70
		Fund 450 Sub Totals:	350,541.00	54,759.52	58,726.34	291,814.66	21,516.05		
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	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	307,307.00	0.00	0.00	307,307.00	0.00	307,307.00	100.00
500-000-3353-000	Transfer fm Water -Rplcmt Rsrv	1,135,980.00	94,665.00	223,128.00	912,852.00	0.00	912,852.00	80.36
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	1,132,791.00	94,399.00	203,968.00	928,823.00	0.00	928,823.00	81.99
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	50,000.00	100,000.00	0.00	100,000.00	66.67
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	83,332.00	166,668.00	0.00	166,668.00	66.67
	R90 Sub Totals:	2,976,078.00	222,397.00	560,428.00	2,415,650.00	0.00	2,415,650.00	81.17
	Revenue Sub Totals:	2,976,078.00	222,397.00	560,428.00	2,415,650.00	0.00	2,415,650.00	81.17
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Resrv	1,135,980.00	94,665.00	223,128.00	912,852.00	0.00	912,852.00	80.36
500-000-3261-000	Transfer to WW Rplcmt Reserve	1,132,791.00	94,399.00	203,968.00	928,823.00	0.00	928,823.00	81.99
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	50,000.00	100,000.00	0.00	100,000.00	66.67
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	83,332.00	166,668.00	0.00	166,668.00	66.67
	E90 Sub Totals:	2,668,771.00	222,397.00	560,428.00	2,108,343.00	0.00	2,108,343.00	79.00
	Expense Sub Totals:	2,668,771.00	222,397.00	560,428.00	2,108,343.00	0.00	2,108,343.00	79.00
	Dept 000 Sub Totals:	-307,307.00	0.00	0.00	-307,307.00	0.00		
Dept 500-212	2012 A&B COPs							
E50	DEBT SERVICE - INTEREST & FI							
500-212-5920-212	Interest Expense 2012A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-212-5930-212	Admin. Fee 2012 A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-500								
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	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	11,088.86	36,110.54	70,889.46	0.00	70,889.46	66.25
500-510-3530-510	Residential Trash Billing	574,560.00	53,777.70	215,502.53	359,057.47	0.00	359,057.47	62.49
500-510-3540-510	Service Application Fee	8,300.00	510.00	2,070.00	6,230.00	0.00	6,230.00	75.06
500-510-3580-510	Trash Tag Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-3600-510	Billing Customers-Water	3,198,181.00	228,244.53	909,591.31	2,288,589.69	0.00	2,288,589.69	71.56
500-510-4792-510	Online Surcharge Fees	11,000.00	666.49	2,407.35	8,592.65	0.00	8,592.65	78.12
	R04 Sub Totals:	3,899,041.00	294,287.58	1,165,681.73	2,733,359.27	0.00	2,733,359.27	70.10
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	5,018.80	20,029.03	30,750.97	0.00	30,750.97	60.56
500-510-4700-510	Interest Earned-Water/WW	15,000.00	18,559.05	53,782.34	-38,782.34	0.00	-38,782.34	0.00
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	23,577.85	73,811.37	-8,031.37	0.00	-8,031.37	0.00
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	205.32	566.16	-566.16	0.00	-566.16	0.00
	R07 Sub Totals:	0.00	205.32	566.16	-566.16	0.00	-566.16	0.00
	Revenue Sub Totals:	3,964,821.00	318,070.75	1,240,059.26	2,724,761.74	0.00	2,724,761.74	68.72
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	315,399.00	24,174.09	106,483.92	208,915.08	0.00	208,915.08	66.24
500-510-5020-510	Water Admin Overtime	3,000.00	29.24	931.46	2,068.54	0.00	2,068.54	68.95
500-510-5170-510	Water Admin Social Security	24,128.00	1,733.11	7,749.11	16,378.89	0.00	16,378.89	67.88
500-510-5180-510	Water Admin Retirement	15,770.00	1,210.17	5,373.85	10,396.15	0.00	10,396.15	65.92
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	4,025.09	15,935.56	33,157.44	0.00	33,157.44	67.54
500-510-5210-510	Water Admin Workers Comp.	13,815.00	0.00	0.00	13,815.00	0.00	13,815.00	100.00
500-510-5360-510	Water Admin Member/Train/Trvl	8,284.00	442.97	727.97	7,556.03	0.00	7,556.03	91.21
	E10 Sub Totals:	429,489.00	31,614.67	137,201.87	292,287.13	0.00	292,287.13	68.05
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	97,407.00	1,964.20	9,015.88	88,391.12	0.00	88,391.12	90.74
500-510-5270-510	Water Admin Credit Card Fees	41,000.00	5,006.93	19,348.09	21,651.91	0.00	21,651.91	52.81
500-510-5273-510	Collection Agency Charges	2,000.00	18.48	33.53	1,966.47	0.00	1,966.47	98.32

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-510-5300-510	Water Admin Insurance & Bonds	600.00	0.00	100.00	500.00	0.00	500.00	83.33
500-510-5330-510	Water Admin Equipment Maint.	1,000.00	0.00	432.39	567.61	0.00	567.61	56.76
500-510-5590-510	Water Admin General Supplies	58,140.00	163.61	18,769.78	39,370.22	0.00	39,370.22	67.72
500-510-5700-510	Water Admin Comp., Software	2,916.00	0.00	287.88	2,628.12	0.00	2,628.12	90.13
500-510-6260-510	Trash Service Paid	545,832.00	50,745.23	152,155.49	393,676.51	0.00	393,676.51	72.12
500-510-6350-510	Water Admin Phones	5,040.00	400.00	1,600.00	3,440.00	0.00	3,440.00	68.25
	E20 Sub Totals:	753,935.00	58,298.45	201,743.04	552,191.96	0.00	552,191.96	73.24
E30	CAPITAL OUTLAY							
500-510-5790-510	Water Admin Capital Purchase	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E30 Sub Totals:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	Expense Sub Totals:	1,188,424.00	89,913.12	338,944.91	849,479.09	0.00	849,479.09	71.48
	Dept 510 Sub Totals:	-2,776,397.00	-228,157.63	-901,114.35	-1,875,282.65	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	10,693.99	44,562.99	85,437.01	0.00	85,437.01	65.72
500-530-3610-531	Water Taps	58,000.00	7,854.72	11,304.72	46,695.28	0.00	46,695.28	80.51
	R04 Sub Totals:	188,000.00	18,548.71	55,867.71	132,132.29	0.00	132,132.29	70.28
R06	REVENUE FROM USE OF ASSET							
500-530-4760-530	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-4820-530	Sale of Property	0.00	0.00	2,710.00	-2,710.00	0.00	-2,710.00	0.00
	R06 Sub Totals:	0.00	0.00	2,710.00	-2,710.00	0.00	-2,710.00	0.00
R07	OTHER INCOME							
500-530-4800-530	D&M Miscellaneous	0.00	0.00	4,501.94	-4,501.94	0.00	-4,501.94	0.00
500-530-4800-531	Meter Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	4,501.94	-4,501.94	0.00	-4,501.94	0.00
	Revenue Sub Totals:	188,000.00	18,548.71	63,079.65	124,920.35	0.00	124,920.35	66.45
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	PERSONNEL							
500-530-5010-530	Water Distribution Salaries	380,656.00	21,475.13	106,277.72	274,378.28	0.00	274,378.28	72.08
500-530-5010-531	Meter Read/Mtnce. Salaries	120,757.00	9,200.12	34,374.40	86,382.60	0.00	86,382.60	71.53
500-530-5020-530	Water Distribution Overtime	25,000.00	4,242.68	10,768.42	14,231.58	0.00	14,231.58	56.93
500-530-5020-531	Meter Reading Overtime	8,000.00	1,637.35	2,373.10	5,626.90	0.00	5,626.90	70.34
500-530-5030-531	Meter Program Part Time	0.00	697.50	5,550.00	-5,550.00	0.00	-5,550.00	0.00
500-530-5070-530	Availability Allowance	1,800.00	120.00	555.00	1,245.00	0.00	1,245.00	69.17
500-530-5070-531	Availability Allowance	1,080.00	60.00	240.00	840.00	0.00	840.00	77.78
500-530-5170-530	Water Distribution Soc'l Sec.	30,804.00	1,959.96	8,920.07	21,883.93	0.00	21,883.93	71.04
500-530-5170-531	Meter Program Social Security	11,504.00	880.32	3,230.12	8,273.88	0.00	8,273.88	71.92
500-530-5180-530	Water Distribution Retirement	20,133.00	1,038.86	4,889.99	15,243.01	0.00	15,243.01	75.71
500-530-5180-531	Meter Program Retirement	6,388.00	382.40	1,525.09	4,862.91	0.00	4,862.91	76.13
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	3,574.32	16,680.16	51,294.84	0.00	51,294.84	75.46
500-530-5190-531	Meter Prog Health Insurance	22,659.00	1,787.16	5,957.20	16,701.80	0.00	16,701.80	73.71
500-530-5210-530	Water Distribution Work Comp	17,637.00	0.00	0.00	17,637.00	0.00	17,637.00	100.00
500-530-5210-531	Meter Program Workers Comp.	6,587.00	0.00	0.00	6,587.00	0.00	6,587.00	100.00
500-530-5360-530	Water Distrib. Mem/Train/Trvl	5,000.00	750.00	1,191.00	3,809.00	0.00	3,809.00	76.18
500-530-5380-530	Water Distribution Uniforms	5,895.00	794.49	3,909.02	1,985.98	0.00	1,985.98	33.69
500-530-5380-531	Meter Program Uniforms	1,875.00	499.96	1,333.88	541.12	0.00	541.12	28.86
	E10 Sub Totals:	773,750.00	49,100.25	207,775.17	565,974.83	0.00	565,974.83	73.15
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	34,620.00	283.56	5,459.31	29,160.69	0.00	29,160.69	84.23
500-530-5300-530	Water Distribution Ins & Bonds	13,225.00	0.00	0.00	13,225.00	0.00	13,225.00	100.00
500-530-5300-531	Meter Program Insurance & Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5320-530	Water Distrib. Facility Maint	108,000.00	1,088.24	49,726.01	58,273.99	0.00	58,273.99	53.96
500-530-5330-530	Water Distribution Equip Maint	42,000.00	4,647.60	7,492.75	34,507.25	5,218.16	29,289.09	69.74
500-530-5330-531	Meter Program Equipment Maint.	26,250.00	0.00	99.19	26,150.81	7,894.50	18,256.31	69.55
500-530-5530-530	Water Distribution Fuels	36,750.00	3,340.33	10,213.27	26,536.73	0.00	26,536.73	72.21
500-530-5530-531	Meter Program Fuels/Lubricants	7,350.00	412.24	1,167.28	6,182.72	0.00	6,182.72	84.12
500-530-5590-530	Water Distrib. Gen Supplies	4,200.00	198.41	858.15	3,341.85	0.00	3,341.85	79.57
500-530-5590-531	Meter Program General Supplies	1,575.00	268.74	1,197.34	377.66	0.00	377.66	23.98
500-530-5620-530	Water Distribution Line Repair	115,236.00	3,515.10	19,214.16	96,021.84	5,515.84	90,506.00	78.54
500-530-5650-531	Meter Program Meter Sets	55,000.00	750.87	9,837.02	45,162.98	29,172.74	15,990.24	29.07
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	0.00	2,146.00	0.00	2,146.00	100.00
500-530-6300-530	Water Distribution Electricity	6,372.00	276.19	982.86	5,389.14	0.00	5,389.14	84.58
500-530-6310-530	Water Distrib. Heating Fuels	2,106.00	549.77	978.18	1,127.82	0.00	1,127.82	53.55
500-530-6350-530	Water Dist Telephones	5,670.00	176.23	1,641.82	4,028.18	0.00	4,028.18	71.04
500-530-6390-530	Water Distribution Minor Equip	6,300.00	432.55	1,205.90	5,094.10	0.00	5,094.10	80.86
	E20 Sub Totals:	469,754.00	15,939.83	110,073.24	359,680.76	47,801.24	311,879.52	66.39
E30	CAPITAL OUTLAY							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-5660-531	Meter Replacement Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5780-530	D&M Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5790-530	Water Dist Capital Purchases	181,000.00	0.00	21,978.33	159,021.67	24,062.15	134,959.52	74.56
500-530-5790-531	Meter Program Capital Equip	24,772.00	0.00	9,754.64	15,017.36	41,761.00	-26,743.64	0.00
500-530-6380-530	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-8200-530	PW Facility-Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	205,772.00	0.00	31,732.97	174,039.03	65,823.15	108,215.88	52.59
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:	1,669,276.00	65,040.08	349,581.38	1,319,694.62	113,624.39	1,206,070.23	72.25
	Dept 530 Sub Totals:	1,481,276.00	46,491.37	286,501.73	1,194,774.27	113,624.39		
Dept 500-610								
R03	INTER-GOVERNMENTAL							
500-610-4200-520	Grant Revenue	0.00	0.00	0.00	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:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-610-3520-610	Pretreatment/Surcharge WW	82,000.00	14,464.89	28,028.30	53,971.70	0.00	53,971.70	65.82
500-610-3590-610	Billings to Customers WW	3,102,194.00	198,003.20	814,012.13	2,288,181.87	0.00	2,288,181.87	73.76
500-610-3610-610	Sewer Saddle Charges	3,000.00	0.00	100.00	2,900.00	0.00	2,900.00	96.67
	R04 Sub Totals:	3,187,194.00	212,468.09	842,140.43	2,345,053.57	0.00	2,345,053.57	73.58
R06	REVENUE FROM USE OF ASSET							
500-610-4760-520	Filtration Insurance Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4760-610	Insurance Claims	0.00	5,397.61	5,397.61	-5,397.61	0.00	-5,397.61	0.00
500-610-4820-610	Wastewater Sale of Property	0.00	0.00	2,710.00	-2,710.00	0.00	-2,710.00	0.00
	R06 Sub Totals:	0.00	5,397.61	8,107.61	-8,107.61	0.00	-8,107.61	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	163.20	-163.20	0.00	-163.20	0.00
	R07 Sub Totals:	0.00	0.00	163.20	-163.20	0.00	-163.20	0.00
	Revenue Sub Totals:	3,187,194.00	217,865.70	850,411.24	2,336,782.76	0.00	2,336,782.76	73.32
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	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	3,233.36	6,466.64	0.00	6,466.64	66.67
500-610-5260-520	Water Plant Prof. Services	19,650.00	169.02	3,150.47	16,499.53	0.00	16,499.53	83.97
500-610-5260-610	Wastewater Prof. Services	33,766.00	3,489.76	11,351.29	22,414.71	3,039.30	19,375.41	57.38
500-610-5300-520	Water Plant Insurance & Bonds	84,786.00	0.00	0.00	84,786.00	0.00	84,786.00	100.00
500-610-5300-610	Wastewater Insurance & Bonds	51,960.00	0.00	0.00	51,960.00	0.00	51,960.00	100.00
500-610-5320-520	Water Plant Facility Maint.	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
500-610-5320-610	Wastewater Facility Maint.	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
500-610-5330-520	Water Plant Equipment Maint.	10,000.00	95.98	95.98	9,904.02	2,500.00	7,404.02	74.04
500-610-5330-610	Wastewater Equipment Maint.	70,000.00	1,639.18	13,768.67	56,231.33	0.00	56,231.33	80.33
500-610-5530-520	Water Plant Fuels/Lubricants	1,200.00	156.72	768.14	431.86	0.00	431.86	35.99
500-610-5530-610	Wastewater Fuels/Lubricants	23,352.00	1,991.04	6,696.60	16,655.40	0.00	16,655.40	71.32
500-610-5590-520	Water Plant General Supplies	200.00	0.00	0.00	200.00	0.00	200.00	100.00
500-610-5590-610	Wastewater General Supplies	525.00	0.00	20.40	504.60	0.00	504.60	96.11
500-610-5620-610	Wastewater Line Repair	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
500-610-5700-520	Filtration Comp., Software	196.00	0.00	0.00	196.00	0.00	196.00	100.00
500-610-5700-610	Wastewater Comp., Software	196.00	0.00	0.00	196.00	0.00	196.00	100.00
500-610-5800-520	Alliance Contract	270,879.00	22,263.31	101,674.03	169,204.97	0.00	169,204.97	62.47
500-610-5800-610	Alliance Contract	890,686.00	74,533.69	340,386.97	550,299.03	0.00	550,299.03	61.78
500-610-6300-520	Filtration Electricity	346,578.00	24,339.20	74,343.10	272,234.90	0.00	272,234.90	78.55
500-610-6300-610	Wastewater Electricity	259,109.00	14,597.19	52,722.92	206,386.08	0.00	206,386.08	79.65
500-610-6310-520	Filtration Heating Fuels	9,905.00	2,188.11	4,245.22	5,659.78	0.00	5,659.78	57.14
500-610-6310-610	Wastewater Heating Fuels	7,350.00	1,100.86	2,016.01	5,333.99	0.00	5,333.99	72.57
500-610-6350-520	Filtration Phones	10,521.00	520.06	2,167.06	8,353.94	0.00	8,353.94	79.40
500-610-6350-610	Wastewater Phones	9,765.00	704.94	2,993.40	6,771.60	0.00	6,771.60	69.35
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,148,324.00	148,597.40	619,633.62	1,528,690.38	5,539.30	1,523,151.08	70.90
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	65,000.00	0.00	0.00	65,000.00	0.00	65,000.00	100.00
500-610-5790-520	Filtration Capital- Other	332,562.00	0.00	16,319.00	316,243.00	143,802.00	172,441.00	51.85
500-610-5790-610	WW Capital Equipment	520,900.00	0.00	109,186.02	411,713.98	221,177.98	190,536.00	36.58
500-610-5810-619	WW Line Capital Improvemnt	1,056,491.00	0.00	10,993.00	1,045,498.00	161,048.99	884,449.01	83.72
	E30 Sub Totals:	1,974,953.00	0.00	136,498.02	1,838,454.98	526,028.97	1,312,426.01	66.45

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	4,723,277.00	148,597.40	756,131.64	3,967,145.36	531,568.27	3,435,577.09	72.74
Dept 500-640 R90 500-640-3990-641	Dept 610 Sub Totals:	1,536,083.00	-69,268.30	-94,279.60	1,630,362.60	531,568.27		
	TRANSFERS IN							
	Transfer for TIF 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E02 500-640-5980-640	DEPRECIATION EXPENSE							
	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 500-640-5920-646 500-640-5920-648 500-640-5930-645 500-640-5930-646 500-640-5930-648	DEBT SERVICE - INTEREST & FI							
	Interest on 2009B	32,247.00	0.00	7,611.25	24,635.75	0.00	24,635.75	76.40
	2011 Water Impr Interest Exp.	74,376.00	0.00	17,678.78	56,697.22	0.00	56,697.22	76.23
	Other Debt Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Paying Agent Fee - 2009B	10,678.00	6,072.88	6,072.88	4,605.12	0.00	4,605.12	43.13
	2011 Water Impr. Adm Fees	24,628.00	13,307.66	13,307.66	11,320.34	0.00	11,320.34	45.97
	E50 Sub Totals:	141,929.00	19,380.54	44,670.57	97,258.43	0.00	97,258.43	68.53
	Expense Sub Totals:	141,929.00	19,380.54	44,670.57	97,258.43	0.00	97,258.43	68.53
	Dept 640 Sub Totals:	141,929.00	19,380.54	44,670.57	97,258.43	0.00		
	Fund Revenue Sub Totals:	10,316,093.00	776,882.16	2,713,978.15	7,602,114.85	0.00	7,602,114.85	73.69
	Fund Expense Sub Totals:	10,391,677.00	545,328.14	2,049,756.50	8,341,920.50	645,192.66	7,696,727.84	74.07
	Fund 500 Sub Totals:	75,584.00	-231,554.02	-664,221.65	739,805.65	645,192.66		
Fund 653 Dept 653-653 R03 653-653-4660-653	FEMA DR 4250 Flooding							
	FEMA DR 4250 Flooding							
	INTER-GOVERNMENTAL							
	FEMA Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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
	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 680-610	INTER-GOVERNMENTAL							
R03	CDBG Grant	0.00	-100.00	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 700 Dept 700-000 E90 700-000-3243-000	R03 Sub Totals:		0.00	-100.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:		0.00	-100.00	0.00	0.00	0.00	0.00	0.00
	Dept 610 Sub Totals:		0.00	100.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:		0.00	-100.00	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	100.00	0.00	0.00	0.00		
	Abbott Brothers Trust								
	Non-Departmental								
	TRANSFERS OUT								
	Transfer to Parks Department		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 700-700 R06 700-700-4570-700 700-700-4700-700	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		
	REVENUE FROM USE OF ASSET								
	Farm Proceeds		2,700.00	0.00	0.00	2,700.00	0.00	2,700.00	100.00
	Int. Earned-Abbott Brothers Fd		75.00	140.84	413.42	-338.42	0.00	-338.42	0.00
	R06 Sub Totals:		2,775.00	140.84	413.42	2,361.58	0.00	2,361.58	85.10
	OTHER INCOME								
	Farm Insurance Claims		0.00	0.00	2,314.00	-2,314.00	0.00	-2,314.00	0.00
	R07 Sub Totals:		0.00	0.00	2,314.00	-2,314.00	0.00	-2,314.00	0.00
R07 700-700-4760-700	Revenue Sub Totals:		2,775.00	140.84	2,727.42	47.58	0.00	47.58	1.71
	OPERATING COSTS								
	Insurance and Bonds		200.00	0.00	0.00	200.00	0.00	200.00	100.00
	Real Estate Taxes		158.00	0.00	153.00	5.00	0.00	5.00	3.16
	E20 Sub Totals:		358.00	0.00	153.00	205.00	0.00	205.00	57.26
	Expense Sub Totals:		358.00	0.00	153.00	205.00	0.00	205.00	57.26

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-4280-800	Gasoline Tax	318,150.00	38,338.33	157,969.90	160,180.10	0.00	160,180.10	50.35
	R01 Sub Totals:	1,437,708.00	151,921.43	619,193.44	818,514.56	0.00	818,514.56	56.93
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	54,540.00	5,499.53	17,961.89	36,578.11	0.00	36,578.11	67.07
	R02 Sub Totals:	54,540.00	5,499.53	17,961.89	36,578.11	0.00	36,578.11	67.07
R03	INTER-GOVERNMENTAL							
800-800-4850-800	TDD Road Mtce Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
800-800-4700-800	Interest Earned-Street Fund	4,000.00	6,501.49	21,133.43	-17,133.43	0.00	-17,133.43	0.00
800-800-4820-800	Street Sale of Property	0.00	0.00	12,660.00	-12,660.00	0.00	-12,660.00	0.00
	R06 Sub Totals:	4,000.00	6,501.49	33,793.43	-29,793.43	0.00	-29,793.43	0.00
R07	OTHER INCOME							
800-800-4800-800	Street Department Misc.	349,425.00	0.00	349,875.25	-450.25	0.00	-450.25	0.00
	R07 Sub Totals:	349,425.00	0.00	349,875.25	-450.25	0.00	-450.25	0.00
	Revenue Sub Totals:	1,845,673.00	163,922.45	1,020,824.01	824,848.99	0.00	824,848.99	44.69
E10	PERSONNEL							
800-800-5010-800	Street Salaries	394,769.00	29,802.60	132,764.38	262,004.62	0.00	262,004.62	66.37
800-800-5020-800	Street Overtime	18,000.00	3,089.20	6,298.30	11,701.70	0.00	11,701.70	65.01
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	480.00	960.00	0.00	960.00	66.67
800-800-5170-800	Street Social Security	32,342.00	2,475.76	10,477.66	21,864.34	0.00	21,864.34	67.60
800-800-5180-800	Street Retirement	20,539.00	1,507.53	6,234.64	14,304.36	0.00	14,304.36	69.64
800-800-5190-800	Street Health Insurance	67,975.00	4,846.68	19,402.39	48,572.61	0.00	48,572.61	71.46
800-800-5210-800	Street Workers Compensation	18,518.00	0.00	0.00	18,518.00	0.00	18,518.00	100.00
800-800-5360-800	Street Member/Training/Travel	1,540.00	314.64	814.64	725.36	0.00	725.36	47.10
800-800-5380-800	Street Uniforms	5,240.00	743.54	3,324.65	1,915.35	0.00	1,915.35	36.55
	E10 Sub Totals:	572,363.00	42,899.95	179,796.66	392,566.34	0.00	392,566.34	68.59
E20	OPERATING COSTS							
800-800-5260-360	Street TIF Professional Srvc	100,000.00	0.00	25,138.64	74,861.36	0.00	74,861.36	74.86
800-800-5260-800	Street Professional Services	21,367.00	-545.84	6,607.08	14,759.92	0.00	14,759.92	69.08
800-800-5300-800	Street Insurance & Bonds	8,691.00	0.00	0.00	8,691.00	0.00	8,691.00	100.00
800-800-5320-800	Street Facility Maintenance	10,000.00	1,138.54	1,138.54	8,861.46	0.00	8,861.46	88.61
800-800-5330-800	Street Equipment Maintenance	52,500.00	7,399.57	32,985.40	19,514.60	0.00	19,514.60	37.17
800-800-5530-800	Street Fuels/Lubricants	42,000.00	4,114.87	12,781.75	29,218.25	0.00	29,218.25	69.57
800-800-5580-800	Street Maintenance Materials	80,000.00	69.38	7,768.07	72,231.93	0.00	72,231.93	90.29

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-5590-800		Street General Supplies	3,675.00	231.76	708.22	2,966.78	0.00	2,966.78	80.73
800-800-5600-800		Street Signs and Markings	31,500.00	0.00	745.06	30,754.94	1,774.16	28,980.78	92.00
800-800-5700-800		Street Computers, Software	3,755.00	0.00	287.88	3,467.12	0.00	3,467.12	92.33
800-800-6300-800		Street Electricity	6,372.00	276.20	982.88	5,389.12	0.00	5,389.12	84.58
800-800-6310-800		Street Heating Fuels	2,782.00	549.77	978.18	1,803.82	0.00	1,803.82	64.84
800-800-6340-800		Street Lights	164,877.00	13,355.95	67,547.34	97,329.66	0.00	97,329.66	59.03
800-800-6350-800		Street Phones	5,103.00	176.23	1,396.36	3,706.64	0.00	3,706.64	72.64
800-800-6390-800		Street Minor Equipment	4,725.00	18.99	620.01	4,104.99	0.00	4,104.99	86.88
		E20 Sub Totals:	537,347.00	26,785.42	159,685.41	377,661.59	1,774.16	375,887.43	69.95
E30		CAPITAL OUTLAY							
800-800-5800-800		Street Contracts Street	1,081,842.00	494,204.41	502,094.41	579,747.59	0.00	579,747.59	53.59
800-800-6380-800		Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E30 Sub Totals:	1,081,842.00	494,204.41	502,094.41	579,747.59	0.00	579,747.59	53.59
		Expense Sub Totals:	2,191,552.00	563,889.78	841,576.48	1,349,975.52	1,774.16	1,348,201.36	61.52
		Dept 800 Sub Totals:	345,879.00	399,967.33	-179,247.53	525,126.53	1,774.16		
		Fund Revenue Sub Totals:	1,845,673.00	163,922.45	1,020,824.01	824,848.99	0.00	824,848.99	44.69
		Fund Expense Sub Totals:	2,738,310.00	619,299.69	1,006,852.65	1,731,457.35	1,774.16	1,729,683.19	63.17
		Fund 800 Sub Totals:	892,637.00	455,377.24	-13,971.36	906,608.36	1,774.16		
Fund 833		Transportation Development							
Dept 833-833									
R03		INTER-GOVERNMENTAL							
833-833-4851-833		TDD Road Mtce Agreement	24,025.00	28,991.98	28,991.98	-4,966.98	0.00	-4,966.98	0.00
		R03 Sub Totals:	24,025.00	28,991.98	28,991.98	-4,966.98	0.00	-4,966.98	0.00
R06		REVENUE FROM USE OF ASSET							
833-833-4700-833		Interest Earned-TDD Mtce	0.00	435.55	1,112.47	-1,112.47	0.00	-1,112.47	0.00
		R06 Sub Totals:	0.00	435.55	1,112.47	-1,112.47	0.00	-1,112.47	0.00
		Revenue Sub Totals:	24,025.00	29,427.53	30,104.45	-6,079.45	0.00	-6,079.45	0.00
		Dept 833 Sub Totals:	-24,025.00	-29,427.53	-30,104.45	6,079.45	0.00		
		Fund Revenue Sub Totals:	24,025.00	29,427.53	30,104.45	-6,079.45	0.00	-6,079.45	0.00

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund Expense Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 833 Sub Totals:			-24,025.00	-29,427.53	-30,104.45	6,079.45	0.00		
Fund 900		Street/Bridge Sales Tax							
Dept 900-000		Non-Departmental							
E55		DEBT SERVICE - PRINCIPLE							
900-000-3273-000		Transfer to 2013 SpObl Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90		TRANSFERS OUT							
900-000-3221-000		Transfer to 2021 Series DS	233,903.00	0.00	0.00	233,903.00	0.00	233,903.00	100.00
E90 Sub Totals:			233,903.00	0.00	0.00	233,903.00	0.00	233,903.00	100.00
Expense Sub Totals:			233,903.00	0.00	0.00	233,903.00	0.00	233,903.00	100.00
Dept 000 Sub Totals:			233,903.00	0.00	0.00	233,903.00	0.00		
Dept 900-900		TAXES							
R01		Street/Bridge Sales Tax	339,502.00	34,656.40	137,562.47	201,939.53	0.00	201,939.53	59.48
900-900-4030-900		R01 Sub Totals:	339,502.00	34,656.40	137,562.47	201,939.53	0.00	201,939.53	59.48
R06		REVENUE FROM USE OF ASSET							
900-900-4700-900		Interest Earned-Street Bridge	0.00	2,994.99	8,482.43	-8,482.43	0.00	-8,482.43	0.00
R06 Sub Totals:			0.00	2,994.99	8,482.43	-8,482.43	0.00	-8,482.43	0.00
Revenue Sub Totals:			339,502.00	37,651.39	146,044.90	193,457.10	0.00	193,457.10	56.98
Dept 900 Sub Totals:			-339,502.00	-37,651.39	-146,044.90	-193,457.10	0.00		
Fund Revenue Sub Totals:			339,502.00	37,651.39	146,044.90	193,457.10	0.00	193,457.10	56.98
Fund Expense Sub Totals:			233,903.00	0.00	0.00	233,903.00	0.00	233,903.00	100.00
Fund 900 Sub Totals:			-105,599.00	-37,651.39	-146,044.90	40,445.90	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	49,133,461.00	3,328,891.80	11,834,872.44	37,298,588.56	0.00	37,298,588.56	75.91
	Expense Totals:	52,758,905.01	2,991,265.23	10,786,013.42	41,972,891.59	2,641,850.76	39,331,040.83	74.55
	Report Totals:	3,625,444.01	-337,626.57	-1,048,859.02	4,674,303.03	2,641,850.76		

General Ledger

Fund Balance

31-Jan-24

Sort Level	Description	FY2024			
		Fund Balance Beg Bal	Revenue End Bal	Expense End Bal	Total End Bal
100	General Fund	9,355,158.14	\$ 3,651,443.88	\$ 3,134,680.44	\$ 9,871,921.58
120	Police Grants	10,338.47	\$ -	\$ -	\$ 10,338.47
124	Shop With a Cop	3,850.85	\$ 14,685.00	\$ 17,067.09	\$ 1,468.76
130	Fire Sales Tax	646,675.76	\$ 781,316.43	\$ 797,360.08	\$ 630,632.11
170	Drainage Sales Tax	1,395,909.76	\$ 296,604.98	\$ 799,242.09	\$ 893,272.65
175	Senior Center Sales Tax	236,468.22	\$ 70,820.89	\$ 31,845.34	\$ 275,443.77
180	Parks Sales Tax	240,948.30	\$ 297,509.97	\$ 292,761.31	\$ 245,696.96
195	Auditorium Sales Tax	1,138,738.60	\$ 230,487.43	\$ 41,887.62	\$ 1,327,338.41
212	2012 A&B	39,632.32	\$ -	\$ -	\$ 39,632.32
213	2013 Series Spc Obl Bond	11,582.08	\$ -	\$ -	\$ 11,582.08
214	2014 A&B Series	150.42	\$ -	\$ -	\$ 150.42
216	2016 Series COPs	302,427.45	\$ 24,931.17	\$ 24,931.17	\$ 302,427.45
221	2021 Special Obligation Bonds	2,316.02	\$ 20.33	\$ -	\$ 2,336.35
290	Employee Insurance	26,646.66	\$ 285,871.69	\$ 284,095.59	\$ 28,422.76
300	Economic Development Sales Tax	585,444.99	\$ 2,049,706.30	\$ 1,993,910.63	\$ 641,240.66
310	Hotel/Motel Tax	330,667.49	\$ 38,817.39	\$ 73,797.69	\$ 295,687.19
360	Tax Incremental Financing	-	\$ -	\$ -	\$ -
450	Golf Course	520,437.58	\$ 178,945.88	\$ 237,672.22	\$ 461,711.24
500	Water/Wastewater	19,453,214.56	\$ 2,713,978.15	\$ 2,049,756.50	\$ 20,117,436.21
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	44,971.36	\$ 2,727.42	\$ 153.00	\$ 47,545.78
710	Morse Park Trust	3,666.12	\$ 32.17	\$ -	\$ 3,698.29
800	Street Department Sales Tax	2,301,707.28	\$ 1,020,824.01	\$ 1,006,852.65	\$ 2,315,678.64
833	TDD Maintenance	116,936.43	\$ 30,104.45	\$ -	\$ 147,040.88
900	Street/Bridge Sales Tax	929,399.98	\$ 146,044.90	\$ -	\$ 1,075,444.88
Grand Total		\$ 37,752,990.08	\$ 11,834,872.44	\$ (10,786,013.42)	\$ 38,801,849.10

City of Neosho
Bank Reconciliation - Master Account
January 31, 2024

Bank:

Bank Balance	\$	496,670.76
O/S Springbrook Checks		(445,145.56)

Reconciled Bank Balance	\$	51,525.20
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Book:

Description

100-000-1000-000	General Fund Master Account	\$	51,525.20
120-000-1000-000	Law Enforcement Master Account	\$	-
124-000-1000-000	Shop With a Cop Master Account	\$	-
126-000-1000-000	D.A.R.E Master Account	\$	-
130-000-1000-000	Fire Dept Master Account	\$	-
170-000-1000-000	Drainage Master Account	\$	-
175-000-1000-000	Senior Center Master Account	\$	-
180-000-1000-000	Parks Master Account	\$	-
195-000-1000-000	Auditorium Master Account	\$	-
205-000-1000-000	Payroll Master Account	\$	-
212-000-1000-000	2012 A&B Master Account	\$	-
213-000-1000-000	2013 SERIES MASTER ACCOUNT	\$	-
214-000-1000-000	2014 Series Master Account	\$	-
216-000-1000-000	2016 Series Master Account	\$	-
221-000-1000-000	221 Series Master Account	\$	-
230-000-1000-000	2003 COP Master Account	\$	-
260-000-1000-000	2006 A&B Master Account	\$	-
270-000-1000-000	2007 A&B Master Account	\$	-
275-000-1000-000	STAR LOAN Master Account	\$	-
280-000-1000-000	2010 Master Account	\$	-
290-000-1000-000	Employee Insurance Master Acct	\$	-
300-000-1000-000	Economic Develop. Master Acct	\$	-
310-000-1000-000	Hotel/Motel Master Account	\$	-
360-000-1000-000	TIF Master Account	\$	-
450-000-1000-000	Golf Course Master Account	\$	-
500-000-1000-000	Water/Wastewater Master Acct	\$	-
620-000-1000-000	Community Develop. Master Acct	\$	-
650-000-1000-000	FEMA DR-1961 Master Account	\$	-
651-000-1000-000	FEMA DR-1980 Master Account	\$	-
652-000-1000-000	Cash in Bank/Joplin Disaster	\$	-
653-000-1000-000	FEMA DR4250	\$	-
680-000-1000-000	CDBG Public Srvc Pass Through	\$	-
700-000-1000-000	Abbott Brothers Master Account	\$	-
710-000-1000-000	Morse Park Fund Master Account	\$	-
800-000-1000-000	Street Fund Master Account	\$	-
900-000-1000-000	Street /Bridge Fd Master Acct	\$	-
		\$	51,525.20

Reconciling Items to be JE'd:

AP-processed at bank Dec 1

Reconciled Book Balance	\$	51,525.20
	\$	-

Neosho Missouri
FY2024
1% Sales Tax

	Actual Receipts												Monthly	2024 Budget spread by monthly %	2024 Over Budget spread by month	% over budget
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	5-year average	% of total by month	2024	Prior Year Variance		
October	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	232,681.81	0.0803	289,445.33	-11.87%	\$ 248,384.00	16.53%
November	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	186,398.10	0.0643	248,169.55	-6.66%	\$ 198,976.90	24.72%
December	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	281,740.58	0.0973	327,500.84	8.09%	\$ 300,753.42	8.89%
January	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	215,273.21	0.0743	285,823.50	-0.68%	\$ 229,800.60	24.38%
February	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	224,715.30	0.0776	308,052.90	6.06%	\$ 239,879.87	28.42%
March	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	250,126.40	0.0863			\$ 267,005.80	
April	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	234,519.35	0.0810			\$ 250,345.54	
May	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	206,853.87	0.0714			\$ 220,813.09	
June	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	275,465.75	0.0951			\$ 294,055.15	
July	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	306,179.44	274,761.81	0.0948			\$ 293,303.69	
August	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	300,176.39	232,598.27	0.0803			\$ 248,294.82	
September	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	310,468.00	281,818.06	0.0973			\$ 300,836.13	
	\$ 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	\$ 3,541,462.38	\$ 2,896,952.51	100.00%	\$ 1,458,992.12		\$ 3,092,449.00	
YTD Variance	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%			-1.12%		\$ 3,092,449.00	
															Budget YTD ↑	
															-52.82%	
															YTD Budg Var ↑	

Neosho Missouri
FY2024
1% Sales Tax

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	% Over/(Under) Prior Year	2024 Budget/12 Mo.	% Over/(Under) 2024 Budget
October	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	289,445.33	-11.87%	257,704.08	12.32%
November	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	248,169.55	-6.66%	257,704.08	-3.70%
December	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	327,500.84	8.09%	257,704.08	27.08%
January	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	285,823.50	-0.68%	257,704.08	10.91%
February	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	308,052.90	6.06%	257,704.08	19.54%
March	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			257,704.08	
April	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			257,704.08	
May	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			257,704.08	
June	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			257,704.08	
July	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	306,179.44			257,704.08	
August	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	300,176.39			257,704.08	
September	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	310,468.00			257,704.08	
	<u>\$2,235,698.84</u>	<u>\$2,474,431.50</u>	<u>\$2,524,407.56</u>	<u>\$2,482,120.01</u>	<u>\$2,690,834.66</u>	<u>\$2,645,088.63</u>	<u>\$ 2,779,128.24</u>	<u>\$ 3,025,429.43</u>	<u>\$ 3,344,281.57</u>	<u>\$ 3,541,462.38</u>	<u>\$ 1,458,992.12</u>		<u>\$ 3,092,449.00</u>	<u>88.72%</u>
YTD Variance	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-1.12%			

Neosho Missouri	
FY2024	
1/2% Public Safety Sales Tax	

	Receipts 2021	Receipts 2022	Receipts 2023	Receipts 2024	% Over/(Under) Prior Year	2024 Budget/12 Mo.	% Over/(Under) 2024 Budget
October	-	128,640.50	150,673.37	134,535.71	-10.71%	128,852.08	4.41%
November	7,491.76	110,632.28	131,040.90	118,733.54	-9.39%	128,852.08	-7.85%
December	100,134.22	153,574.02	145,852.28	154,253.84	5.76%	128,852.08	19.71%
January	108,995.23	114,107.06	139,322.03	138,587.69	-0.53%	128,852.08	7.56%
February	107,444.28	139,564.14	141,190.18	148,123.60	4.91%	128,852.08	14.96%
March	131,322.49	118,450.88	137,180.76	-		128,852.08	
April	104,230.71	134,424.40	136,240.22	-		128,852.08	
May	117,689.02	108,276.43	117,587.34	-		128,852.08	
June	146,068.03	159,824.52	152,586.80	-		128,852.08	
July	136,400.20	141,861.49	146,668.42	-		128,852.08	
August	116,259.78	143,452.74	145,399.16	-		128,852.08	
September	138,586.81	151,978.14	150,701.09	-		128,852.08	
	\$ 1,214,622.53	\$ 1,604,786.60	\$ 1,694,442.55	\$ 694,234.38		\$ 1,546,225.00	
YTD Variance	100.00%	32.12%	5.59%	-1.96%			

City of Neosho
FY2024
Unaccounted for Water

<u>Month</u>	<u>Pumped</u>	<u>City Usage</u>	<u>Billed</u>	<u>Flushed and leaks</u>	<u>Loss</u>	<u>Water Loss %</u>	<u>Public Works</u>
October	82,573,290	3,806,264	33,840,000	4,700,332	(40,226,694)	48.72%	0.49
November	85,662,089	3,302,710	34,608,700	4,351,797	(43,398,882)	50.66%	0.51
December	94,485,737	3,494,629	32,975,200	4,276,817	(53,739,091)	56.88%	0.55
January	104,513,297	4,142,891	32,292,200	6,106,476	(61,971,729)	59.30%	0.61
	<u>367,234,413</u>	<u>14,746,494</u>	<u>133,716,100</u>	<u>19,435,422</u>	<u>(199,336,397)</u>		
Billed	(133,716,100)						
Flushed/leaks	(19,435,422)						
City Usage	<u>(14,746,494)</u>						
Unaccounted for Gallons	199,336,397						
FY24 Unaccounted for Water	<u>54.28%</u>						
2023	53.49%						
2022	<u>59.12%</u>						
2021	<u>61.43%</u>						
2020	<u>63.01%</u>						
2019	<u>61.52%</u>						
2018	<u>63.76%</u>						
2017	<u>61.48%</u>					58.73*	
2016	<u>57.51%</u>						
2015	<u>59.55%</u>						
2014	<u>57.26%</u>						
2013	<u>62.00%</u>						
2012	<u>60.00%</u>						
2011	<u>54.00%</u>						

* The Auditors had an error in their formula. It was reported as 61.48 but it should have been reported as 58.73

Aging Report



User: lforest
Printed: 02/16/2024 - 9:37 AM
Service List: WTR, SEW, PFEE, SEWCON, MWTRFee, TRSH, TAX, PEN, Misc
Aging Date: 02/16/2024
Billing Cycle: 001, 004, 999
Balance Limits: All accounts
Date Type: JE
Account Status: Delete, Final
Minimum Balance: 0.00
Minimum Aged Bal: 0.00
Sort Order: Customer Number

Account	Acct Status	Bal	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Report Totals:	Aged Grand Totals	698,957.43					
	Credit Grand Totals	-36,139.85					
	Grand Totals	662,817.58	5,688.82	2,127.77	2,521.91	3,156.70	685,462.23

MIRMA LOSS CONTROL PROGRAM EVALUATION RATING FORM

MEMBER Neosho

OFFICIAL REPRESENTATIVE Cheyenne Wright

TITLE City Clerk

SAFETY COORDINATOR Cheyenne Wright

		VALUE	RATING
I.	Management Direction	<u>270</u>	<u>270</u>
II.	Safety Committee Development	<u>70</u>	<u>70</u>
III.	Fleet Safety	<u>30</u>	<u>30</u>
IV.	Liability Control		
	A. GENERAL	<u>110</u>	<u>100</u>
	B. SELF-INSPECTION PROGRAM	<u>60</u>	<u>60</u>
	C. PARKS DEPARTMENT	<u>0</u>	<u>0</u>
	D. POLICE DEPARTMENT	<u>270</u>	<u>270</u>
	E. ELECTRIC DEPARTMENT	<u>10</u>	<u>10</u>
	F. WASTE WATER DEPARTMENT	<u>0</u>	<u>0</u>
V.	National Standards Compliance	<u>80</u>	<u>80</u>
VI.	Human Resources	<u>100</u>	<u>100</u>
VII.	Training	<u>140</u>	<u>140</u>
VIII.	Recommendation Compliance	<u>120</u>	<u>120</u>
	Final Rating	<u>1260</u>	<u>1250</u>
	Adjustment for a serious injury without an enforced policy 10%		<u> </u>

Percentage Score

99%

History of Past Evaluations
Year Score

1. 2020	<u>83%</u>
2. 2021	<u>91%</u>
3. 2022	<u>96%</u>
4. 2023	<u>99%</u>

Score - Credit to assessment
 90% or greater

Score - Debit to assessment

70-79%	10% of annual assessment
60-69%	20% of annual assessment
< 60%	30% of annual assessment

Date: February 8, 2024

Auditor: Kelly Beets

I. MANAGEMENT DIRECTION

A.	LOSS CONTROL POLICY Written policy Posted throughout the workplace	<u>10</u>	<u>10</u>
B	SAFETY COORDINATOR FORMALLY APPOINTED Individual assigned responsibilities and formal job description	<u>10</u>	<u>10</u>
C.	DEPARTMENTAL OPERATIONAL SAFETY POLICY/GUIDELINES (RULES)		
1)	Develops written rules/guidelines for their operations and provides safety manual to employees	<u>20</u>	<u>20</u>
2)	Job or department safety rules developed and enforced	<u>10</u>	<u>10</u>
3)	Utilization of Disciplinary Procedures	<u>10</u>	<u>10</u>
D.	MONTHLY DEPARTMENTAL SAFETY MEETINGS Monthly safety meetings in each department	<u>10</u>	<u>10</u>
E.	TRANSITIONAL DUTY PROGRAM Written program with mandatory employee participation that allows for inter-department assignments	<u>100</u>	<u>100</u>
F.	ATTENDANCE AND PARTICIPATION AT MIRMA MEETINGS/SEMINARS Attendance required at MIRMA meetings and seminars (Seminars 25, Annual Meeting 50)	<u>100</u>	<u>100</u>
TOTAL		<u>270</u>	<u>270</u>

II. SAFETY COMMITTEE DEVELOPMENT

A.	SAFETY COMMITTEE		
1)	Committee established	<u>10</u>	<u>10</u>
2)	Documentation of all safety committee activities	<u>10</u>	<u>10</u>
3)	Supervisors accident investigation report form used on all work comp, auto accidents, <u>general liability claims that result in bodily injury</u> and sewer backups within 2 working days.	<u>10</u>	<u>10</u>
4)	Accident investigations sent to MIRMA Loss Control.	<u>10</u>	<u>10</u>
5)	Reports reviewed by Safety Committee for cause & corrective action taken	<u>20</u>	<u>20</u>
6)	Incentive/Award Program	<u>10</u>	<u>10</u>
TOTAL		<u>70</u>	<u>70</u>

III. FLEET SAFETY

A.	NEW DRIVER ORIENTATION Performs basic orientation and familiarization on equipment assigned to driver and documents.	<u>10</u>	<u>10</u>
B.	CHECK RIDES CONDUCTED ON AN ANNUAL BASIS BY IMMEDIATE SUPERVISOR Check rides on annual basis	<u>10</u>	<u>10</u>
C.	DRIVERS RESPONSIBLE FOR PRE-USE VEHICLE AND EQUIPMENT INSPECTIONS Pre-use inspections completed	<u>10</u>	<u>10</u>
TOTAL		<u>30</u>	<u>30</u>

IV. LIABILITY CONTROL

A. GENERAL

1) Citizen Complaint follow-up program	<u>10</u>	<u>10</u>
2) Sidewalk replacement program (maintenance, inspection, documentation)	<u>20</u>	<u>10</u>
3) Secure Hold Harmless Agreements	<u>20</u>	<u>20</u>
4) Require Certificates of Insurance	<u>20</u>	<u>20</u>
5) City named as an additional Insured	<u>20</u>	<u>20</u>
6) Require an additional insured endorsement	<u>20</u>	<u>20</u>
TOTAL	<u>110</u>	<u>100</u>

B. SELF-INSPECTION PROGRAM

1) Inspections of all buildings/facilities with public access on a monthly basis	<u>10</u>	<u>10</u>
2) Inspections of all buildings/facilities without public access on a quarterly basis	<u>10</u>	<u>10</u>
3) Jobsite Inspection checklist completed on a monthly (9 mo's of the year) basis for each department working at remote locations (i.e.. Streets, Water, Sewer, Gas, Electrical & etc.)	<u>20</u>	<u>20</u>
4) Playground safety inspection completed weekly- spring, summer & fall, and monthly during winter	<u>20</u>	<u>20</u>
TOTAL	<u>60</u>	<u>60</u>

C. PARKS DEPARTMENT

1) Proper protection provided for swimming pool diving boards, platforms and slides in excess of one meter	<u>NA</u>	<u>NA</u>
2) Minimum dimensions for boards and/or platforms, one meter or less, shall be 10ft in depth, extending to 10 ft to either side of the board and 12ft in front, with the tip of the board extending 4ft over the water.	<u>NA</u>	<u>NA</u>
3) Utilize the services of an Aquatic Risk Management firm for lifeguard training & pool safety audits	<u>NA</u>	<u>NA</u>
4) The water below (fall area) an aquatic climbing wall shall be sectioned off from the rest of the deep end.	<u>NA</u>	<u>NA</u>
TOTAL	<u>0</u>	<u>0</u>

D. POLICE DEPARTMENT

1) Policies and Procedures Manual containing the following specific policies:

a. Pursuit Driving	<u>70</u>	<u>70</u>
b. Emergency Driving	<u>40</u>	<u>40</u>
c. Domestic Violence	<u>30</u>	<u>30</u>
d. Use of Force	<u>70</u>	<u>70</u>
e. Reporting Use of Force	<u>10</u>	<u>10</u>
f. Semi Annual Weapons Qualification	<u>10</u>	<u>10</u>
g. Off-Duty Employment	<u>10</u>	<u>10</u>

2) ECW drive stun restriction	<u>10</u>	<u>10</u>
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3) Written test for new officers on the policies listed above, D.1.a-g	<u>10</u>	<u>10</u>
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4) Background check performed for new peace officers following the MIRMA form	<u>10</u>	<u>10</u>
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TOTAL	<u>270</u>	<u>270</u>
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E. ELECTRIC GENERATION AND/OR DISTRIBUTION

1) Aerial boom truck annual inspection (grounding, structural integrity)	<u>10</u>	<u>10</u>
2) Annual dielectric fluid testing on continual use transformers 5,000-Kva or larger.	<u>NA</u>	<u>NA</u>
3) Every three years; dielectric fluid testing on standby or peaking transformers 5,000-Kva or larger .	<u>NA</u>	<u>NA</u>
4) Furan testing on 5,000Kva or larger transformers that are over 15 years old.	<u>NA</u>	<u>NA</u>
5) Insulation resistance testing on generators 1,000-KW or larger, every 5 years.	<u>N/A</u>	<u>N/A</u>
6) Circuit breaker maintenance & testing and relay calibrations on 1,000-KW or larger generators, every 5 years.	<u>N/A</u>	<u>N/A</u>
7) Annual mechanical overspeed trip tests and crankshaft deflection readings for internal combustion engine/generator units 1,000-KW or larger, that operate in <u>excess of</u> 50 hours per year. This test should be performed on all engines/generators that require a large concrete foundation.	<u>N/A</u>	<u>N/A</u>
8) Every three years; mechanical overspeed trip tests and crankshaft deflection readings for internal combustion engine/generator units 1,000-KW or larger, that operate <u>less than or equal to</u> 50 hours per year. This test should be performed on all engines/generators that require a large concrete foundation.	<u>N/A</u>	<u>N/A</u>
9) Annual oil tests for viscosity, acid, fuel dilution, water, additive package and wear metal elemental analysis for internal combustion engine/generator units 1,000-KW or larger, that operate in <u>excess of</u> 50 hours per year	<u>NA</u>	<u>NA</u>
10) Every three years; oil tests for viscosity, acid, fuel dilution, water, additive package and wear metal elemental analysis for internal combustion engine/generator units 1,000-KW or larger, that operate <u>less than or equal to</u> 50 hours per year.	<u>NA</u>	<u>NA</u>
11) Corrosive Sulfur Testing – Generator Step-up (GSU) transformers, utility transmission transformers, and other large power transformer above distribution class containing mineral oil as the dielectric fluid should undergo a one-time corrosive sulfur test (ASTM D-1275B test & CIGRE TF A2.32.01 test) if they were new or had a fluid change between the years 1995 and 2011. Corrosive sulfur in transformer oil can lead to the formation of copper sulfide, which weakens the dielectric strength of the paper insulation and eventually leads to winding failure. Test to be performed on 10,000 KVA and larger.	<u>NA</u>	<u>NA</u>
12) Electric utilities formally adopt the current American Public Power Association Safety Manual and provide training to employees based upon the manual. **Safety manuals developed by the utility will be analyzed by loss control.	<u>NA</u>	<u>NA</u>
TOTAL	<u>10</u>	<u>10</u>

F. WASTE WATER COLLECTION AND TREATMENT DEPARTMENT

1) Elimination of private mains	<u>NA</u>	<u>NA</u>
2) Inspection of connections/repairs	<u>NA</u>	<u>NA</u>
3) Routine inspection of entire system	<u>NA</u>	<u>NA</u>
4) Sewer line backup log	<u>NA</u>	<u>NA</u>
5) Routine maintenance of problem areas	<u>NA</u>	<u>NA</u>
6) Infiltration correction program	<u>NA</u>	<u>NA</u>
TOTAL	<u>0</u>	<u>0</u>

V. NATIONAL STANDARDS COMPLIANCE

A.	PERSONAL PROTECTIVE EQUIPMENT Written policy and use of equipment enforced	<u>10</u>	<u>10</u>
B.	HAZARD COMMUNICATION PROGRAM Secure Material Safety Data Sheets (MSDS) for hazardous chemicals and complete annual inventory	<u>10</u>	<u>10</u>
C.	LOCK OUT/TAG OUT Written procedures developed and locks, tags, and/or locking devices are provided	<u>10</u>	<u>10</u>
D.	TRENCHING/SHORING PROGRAM Written procedures developed and equipment used when in excess of 5' in depth	<u>10</u>	<u>10</u>
E.	CONFINED SPACE ENTRY PROGRAM Written procedures developed and air monitoring devices used prior to and during entry utilized	<u>10</u>	<u>10</u>
F.	BLOOD BORNE PATHOGENS Written program developed and Hepatis A & B vaccine offered to Police, Fire, EMS, Waste Water, Refuse, Custodial and other exposed employees. (Points are prorated)	<u>10</u>	<u>10</u>
G.	DRUG & ALCOHOL TESTING PROGRAM Written procedures developed and pre-hire, post accident and reasonable suspicion testing conducted for all employees, must also comply with DOT requirements for those effected positions.	<u>10</u>	<u>10</u>
H.	FALL PROTECTION PROGRAM Written procedures for working from buckets, lifts and elevated work platforms	<u>10</u>	<u>10</u>
TOTAL		<u>80</u>	<u>80</u>

VI. HUMAN RESOURCES**EMPLOYMENT PRACTICES**

A.	Employment application that complies with ADA, Title VII and Missouri State Law completed for all employees	<u>10</u>	<u>10</u>
B.	Utilize job descriptions for all positions	<u>10</u>	<u>10</u>
C.	Written personnel policies/handbook distributed to all employees with a signed acknowledgment statement	<u>10</u>	<u>10</u>
D.	Policy addresses all forms of discrimination	<u>10</u>	<u>10</u>
E.	Written policy and procedures developed for all forms of harassment posted	<u>10</u>	<u>10</u>
F.	Have procedures in place so that prior to an employee being terminated, Human Resources, City Administrator or Mayor insures that employment policies have been followed and applied consistently	<u>10</u>	<u>10</u>
G.	Pre-placement physical conducted.	<u>10</u>	<u>10</u>
H.	Blood pressure/cholesterol testing for police, fire and strenuous work positions biennially	<u>10</u>	<u>10</u>
I.	Motor vehicle records checked before hiring new employee (pre-employment)	<u>10</u>	<u>10</u>
J.	Annual motor vehicle records check for existing employees	<u>10</u>	<u>10</u>
TOTAL		<u>100</u>	<u>100</u>

VII. SAFETY TRAINING

ANNUAL TRAINING PROVIDED ON EACH OF THE FOLLOWING TOPICS:

A.	Hazardous Material Communication / MSDS	<u>10</u>	<u>10</u>
B.	Harassment	<u>10</u>	<u>10</u>
C.	Bloodborne Pathogens	<u>10</u>	<u>10</u>
D.	Confined Space Entry	<u>10</u>	<u>10</u>
E.	Trenching & Shoring	<u>10</u>	<u>10</u>
F.	LockOut/TagOut	<u>10</u>	<u>10</u>
G.	Fall Protection	<u>10</u>	<u>10</u>
H.	Drug & Alcohol awareness	<u>10</u>	<u>10</u>
I.	First aid training	<u>10</u>	<u>10</u>
	(Certification of at least two individuals from each work area and crew)		
J.	CPR training	<u>10</u>	<u>10</u>
	(Certification of at least two individuals from each work area and crew)		
K.	Defensive Driving	<u>10</u>	<u>10</u>
L.	Classroom Emergency Driving (Police, Fire & EMS)	<u>10</u>	<u>10</u>
M.	Hands-on Emergency Driving (Police, Fire & EMS)	<u>10</u>	<u>10</u>
	Each driver should complete a course every five years		
N.	Personal Protective Equipment	<u>10</u>	<u>10</u>
	TOTAL	<u>140</u>	<u>140</u>

VIII. RECOMMENDATION COMPLIANCE (MIRMA)

	<u>120</u>	<u>120</u>
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Based on percentage of recommendations completed

To ensure the member has reviewed and understands the assigned ratings please sign below. This signature does not indicate the member agrees or waives their right to appeal the ratings recorded, but simply indicates the member has reviewed the evaluation form prior to the auditors departure.

Date _____ Signature _____

**MISSOURI INTERGOVERNMENTAL
RISK MANAGEMENT
ASSOCIATION**

CITY OF NEOSHO

FEBRUARY 8, 2024

EVALUATION RECOMMENDATIONS

LIABILITY CONTROL

General:

E-19-19 Developing a sidewalk maintenance program that addresses inspection and repair of defective sidewalks.