

NOTICE OF OPEN MEETING

Posted 5:00 p.m., Friday, April 12, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, April 16, 2024 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA AMENDED AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. April 2, 2024 Open Session Council Minutes
2. Bill No. 2024-23: GoTo Phone System Service Contract
3. Bill No. 2024-24: Voluntary Annexation of 1420 N Business 49 (Neosho Storage LLC)
4. Bill No. 2024-27: Engineering Services Agreement with Allgeier, Martin and Associates
5. Bill No. 2024-29: Surplus City Vehicles and Heavy Equipment

UNFINISHED BUSINESS

1. Bill No. 2024-19 Skillpath Agreement - PDT
2. Bill No. 2024-25: Canvassing the Returns of the Municipal Election held on April 2, 2024,
UNDER EMERGENCY MEASURE, 1st, 2nd and 3rd Readings.

PROCLAMATION

1. Proclamation for Hunter Shallenburger and Madelynn Carpenter

ADJOURN...SINE....DIE

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

RECONVENED SESSION

ELECTION OF MAYOR (Conducted by the City Clerk)

ELECTION OF MAYOR PRO TEMPORE (Conducted by the Mayor)

VISITOR'S BUSINESS

1. Neosho Arts Council - Janet Penn updating Council on ArtCon

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BIDS

1. 2024 Slurry Seal Project

PUBLIC HEARINGS

1. **Public Hearing for Bill No. 2024-23 Amending Section 405.225 of City Code - Changes to the Fence Requirements**
2. **Public Hearing for Road Closure: North Lincoln**
3. **Public Hearing for Road Closure: Adams Street**

NEW BUSINESS

1. Bill No. 2024-33: Declaring Public Necessity to Acquire 324 Fain Avenue...**UNDER EMERGENCY MEASURE...1st, 2nd, and 3rd Readings**
2. Bill No. 2024-22: Changes to the Fence Requirements City Code 405.225
3. Bill No. 2024-28: Agreement with Boeing Company; to add locations of monitoring wells and soil vapor probes
4. Bill No. 2024-30: Road Closure at North Lincoln
5. Bill No. 2024-31: Road Closure between 505-518 West Adams Street
6. Bill No. 2024-32: Annexation Procedure Ordinance Adoption
7. Resolution Bill No. 2024-21: Stormwater Grant through DNR-ARPA Funds_Mayor Authorization
8. Resolution Bill No. 2024-22: Contract with Marion Construction Service Group for Auditorium Repairs
9. Resolution Bill No. 2024-23: Water Tower Demo Agreement with Isler Demolition
10. Resolution Bill No. 2024-24: Liberty Utilities Easement
11. Update language to Title VI Business and Occupation Chapter 605 and 615

APPOINTMENTS AND VACANCIES

1. Board of Adjustments

- Letter of Interest from Jacob Evans

2. Events Board

- Letter of Interest from Justin Carnahan
- Letter of Interest from Master Scott Hall
- Letter of Interest from Bobbi Lee

3. Neosho IOOF Cemetery Board

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

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- Letter of Reappointment for Robert Carter

4. Parks and Recreation Department

- Anna Turney Resignation Letter
- Letter of Interest from Bobbi Lee
- Letter of Interest from Jim Lowans

REPORT OF CITY OFFICERS

1. March Financial Report
2. Council Work Sessions

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
April 2, 2024 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Brad Vickery opened with prayer and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Angela Thomas was absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

Mayor Davidson made a motion to amend the agenda to move Item 5 under the Consent Agenda to Unfinished Business.

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Workman made a motion to Approve the Consent Agenda

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Bill No. 2024-12

Bill No. 2024-18

Bill No. 2024-20

Bill No. 2024-21; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

UNFINISHED BUSINESS

Bill No. 2024-19: Skillpath Agreement Employee Training Software

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with The Graceland College Center for Professional Development and Lifelong Learning, Inc. a Missouri corporation d/b/a SkillPath for the purpose of providing an annual subscription service for online eLearning; authorizing the Mayor to execute the same by and on behalf of the City of Neosho; and containing an emergency provision.

Attorney Snyder read Bill No. 2024-19 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-19; Councilman Workman seconded.

Councilman Collinsworth made a motion to Postpone the agenda item to April 16, 2024 Council Meeting; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

Requesting proclamation from the mayor to formally acknowledge natural family planning.

Ida Marcum- RV Park

Ida Marcum, 12966 Kerman Lane, addressed the council regarding her property being rezoned for recreational vehicles.

Robert Pratt - Cable Company

Robert Pratt, Glenview Avenue, addressed the council regarding issues that he has experienced with the subcontractors for Ozark Fiber.

BIDS

Auditorium Insulation Work

City Manager Kennedy stated that staff did not receive bids that met the bid specifications and requested that this item be rejected and rebid.

Councilwoman Robinson made a motion to approve; Councilman Collinsworth seconded.

Roll call vote:

Yes: None

No: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Tom Workman

Abstain: None

Failed.

Auditorium Renovations

City Manager Kennedy addressed the council and stated that the city recently replaced the roof on the Auditorium due to numerous leaks, causing several areas of damage throughout the facility. The city sent out bids to address the areas of water damage and blinds that have been damaged over the years. This will also include repairs to areas such as the sound booth and fascia of the stage that need to be repaired and painted. The city did require an on-site inspection with interested companies to review the plan and areas to be addressed. The city received one bid back from CSG that meets all the areas needing addressed in the amount of \$96,230.00. This was a budgeted item this fiscal year and staff placed \$100,000.00 in the budget.

Councilwoman Humphrey made a motion to Approve the bid from CSG in the amount of \$96,230.00; Councilman Cobb seconded.

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Roll call vote:

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

No: None

Abstain: None

Passed.

Water Tower Demolition

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the demolition of a decommissioned water tower.

The 50,000-gallon capacity water tower located at the intersection of Dewy and Finny St was built in 1926 and decommissioned in 1984 by MODNR. The tower is unsightly and no longer has a use for our distribution system. The demolition will include the dismantling and removal of the metal debris from the tower. We sent out multiple bids and received two back.

Isler Demolition, INC \$49,700.00

Allstate Tower, INC \$86,600.00

This is a budgeted item. If the council approves the lowest bid, we will be \$10,300.00 under budget.

Councilman Cobb made a motion to Approve the bid from Isler Demolition in the amount of \$49,700.00; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Crowder Pumps

Ken Brady, Alliance Water Resources Manager, addressed the city council stating that this item is to request council approval for the bid from Mid America Pump, LLC for the Crowder Pumps. An effluent pump at the Crowder Wastewater Treatment Plant has failed and needs to be rebuilt to be placed back in service. Bids were sent out and three bids were received back:

The Tridan Group, LLC \$48,765.00

Mid-America Pump, LLC \$37,536.36

Letts Vankirk & Associates \$41,081.42

Staff recommends approving the bid from Mid America Pump, LLC in the amount of \$37,536.36.

Councilman Collinsworth made a motion to Approve the bid from Mid America Pump, LLC in

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the amount of \$37,536.36; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2024-23: GoTo Phone System Service Contract

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with GoTo Communications, Inc., for the purpose of providing telecommunication services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Synder read Bill No. 2024-23 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2024-23; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for authorization to move forward with GoTo Phone System Service and for the mayor to sign a contract with GoTo for city facilities phone service. The council accepted GoTo's bid for phone service for the city facilities at the March 19, 2024, City Council meeting. This contract is a five-year agreement with GoTo for these services.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-24: Voluntary Annexation of 1420 N Business 49 (Neosho Storage LLC)

AN ORDINANCE of the City of Neosho approving the voluntary annexation of certain tracts of land, as petitioned by owner of real property to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.

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Attorney Synder read Bill No. 2024-24 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-24;
Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the annexation of 1420 N Business 49, Neosho Storage. The owner of the property voluntarily requests to be annexed into the Neosho city limits. Notice was published and the public hearing was held on March 19, 2024 during the council meeting. There were no public comments during the public hearing.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-27: Engineering Services Agreement with Allgeier, Martin and Associates

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing on-call engineering services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Synder read Bill No. 2024-27 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-27;
Councilwoman Humphrey seconded.

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the city to accept the highest rated RFQ from Allgeier, Martin and Associates for on-call engineering services related to the City of Neosho's infrastructure.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-29: Surplus City Vehicles and Heavy Equipment

An Ordinance of the City of Neosho, Missouri declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents.

Attorney Synder read Bill No. 2024-29 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-29; Councilman Collinsworth seconded.

City Manager Kennedy addressed the city council stating that the items listed are vehicles and heavy equipment that are ready for surplus.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-15: Assignment of Real Estate - 503 Park Street

A RESOLUTION approving a Real Estate Purchase Contract between the City of Neosho, Missouri and MOSER ENDEAVORS, LLC, a Missouri limited liability company, for the purchase of certain real property located in the City of Neosho.

Attorney Synder read Resolution Bill No. 2024-15 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-15; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the city council stating that this is to approve the purchase of 503 Park Street for a storm water improvement project.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-17: Adopting a Duplication of Benefits Policy for CDBG (DR) Grants

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, ADOPTING A DUPLICATION OF BENEFITS POLICY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) PROGRAM.

Attorney Synder read Resolution Bill No. 2024-17 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2024-17; Councilman Cobb seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval to adopt the Duplication of Benefits Policy for the Community

Development Block Grant-Disaster Recovery (CDBG-DR) Program, which aims to prevent the receipt of duplicate benefits for the same disaster-related expenses, ensuring compliance with federal regulations and efficient use of grant funds. The City and the Harry S Truman Coordinating Council are currently working to present a series of project proposals to the Missouri Department of Economic Development CDBG Disaster Recovery grant program. These grants provide funds to the city for infrastructure to mitigate future events and help in recovery from past events. Specifically, the 2017 flooding event in Neosho.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-18: Intent to Seek MoDED CDBG (DR) Funding

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM AND AUTHORIZING THE HARRY S TRUMAN COORDINATING COUNCIL TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

Attorney Synder read Resolution Bill No. 2024-18 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-18; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this

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agenda item is to seek council approval for the mayor to sign a resolution authorizing Harry S Truman Coordination Council to prepare and submit documents necessary in applying for funding for MO CDBG Disaster Recovery grants and to allow the Mayor and/or City Manager to execute all necessary documents to effectuate the same. The City and HSTCC is submitting documents to the MO DED CDBG Disaster Recovery grant program in an effort to gain funding for several proposals. This resolution permits the City and HSTCC to submit various grant proposals/applications under this program. It also permits the Mayor or City Manager to sign documents necessary to make these applications.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-19: MIRMA

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, FOR CONTINUATION IN MEMBERSHIP OF THE MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION AND APPROVING THE CONTINUATION OF MEMBERSHIP ASSESSMENT AND THE FORM OF DOCUMENTS NECESSARY TO THAT END.

Attorney Synder read Resolution Bill No. 2024-19 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2024-19; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the city council stating that this item is for authorization to continue with MIRMA (Missouri Intergovernmental Risk Management Association) as the city's property, liability and work comp insurance. During the March 19th Council Meeting, council approved the RFQ from MIRMA for property, liability and work comp insurance. This is a resolution to move forward with those services.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-20: Irrevocable Trust Charles Schwabb

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, APPROVING A NON-JUDICIAL SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF NEOSHO AND THE INTERESTED PERSONS UNDER THE AMENDMENT AND RESTATEMENT OF LOUIS G. HOLLAND TRUST FOR APPOINTMENT OF SUCCESSOR TRUSTEE.

Attorney Synder read Resolution Bill No. 2024-20 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-20; Councilwoman Robinson seconded.

City Attorney Snyder addressed the council stating that this item is to update the trust in the name of Louis G. Holland as presented. The City of Neosho is named as a qualified remainder beneficiary under the Amendment and Restatement of Louis G. Holland Trust dated January 1, 1991. The Trust names Edward Jones Trust Company and two (2) individuals as successor trustees for Beneficiaries under the Trust desire to accept the resignation of the current successor trustee and to name Charles Schwab Trust Company ("CSTC") to be appointed successor trustee.

Roll call vote:

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

No: None

Abstain: None

Passed.

Pitney Bowes Agreement - Folder/Inserter

Finance Director Forest addressed the city council stating that staff would like to request rejecting the approval of the three-year lease with Pitney Bowes for the folder/inserter that was approved during the March 19, 2024 council meeting and request moving forward with a one-year maintenance program.

Mayor Davidson made a motion to reject the lease option for Pitney Bowes and move forward with a one-year maintenance program; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Say and Play Communication Board, in Big Spring Park & Morse Park.

Shayla Gould with Girl Scouts is working to receive the highest honor bestowed in this organization, which is the Gold Award. She is working to install a Say and Play Communication Board at several playgrounds in Joplin and surrounding areas. Some of these locations include: Joplin Early Childhood, MIracle Fields in Joplin, Memorial Park in Carl Junction, Morse Park in Neosho and Big Spring Park in Neosho; just to name a few.

By a consensus of council to move forward with the Say and Play Communication Boards in the Neosho Parks.

TDD Annual Nominations

City Manager Kennedy addressed the council requesting guidance on the appointment of board members of the TDD Board.

After discussion of the TDD, by a consensus of the council to not give suggestions for the appointment of board members since the board has already submitted to the state to end the tax early.

Airport Lease Agreement

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for a lease agreement for a flight school at the Neosho Airport. This business would be for Elite Flight.

Councilman Cobb made a motion to approve the airport lease agreement for the Neosho Airport Flight School; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

Kevin Vanstory, 1241 N. Business 49, requested the council allow him to speak before the council.

Mayor Davidson asked if there were any objections from the council to modify the rules to allow Mr. Vanstory to address the council. There were no objections from council.

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Mr. Vanstory spoke to the council about Natural Family Celebration from Mothers Day to Fathers Day. He requested the council to proclaim Natural Family Celebration thru a proclamation.

CLOSED SESSION

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson closed open session at 8:18 p.m.

Mayor Davidson reconvened open session at 9:01 p.m. and announced that no votes were taken.

ADJOURN

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

Councilman Collinsworth made a motion to adjourn; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the April 2, 2024 Council Meeting at 9:01 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Bill No. 2024-23: GoTo Phone System Service Contract

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-23 Contract w GoTo telecommunications for Citywide Phone Services
 2. City of Neosho_GoTo Order Form 29 March 2024 (mod Gov Ed Add attached and SIGNED)
-

PURPOSE:

The purpose of this item is to gain the council's authorization for the mayor to sign a contract with GoTo for city facilities phone service.

BACKGROUND:

The council accepted GoTo's bid for phone service for the city facilities at the March 19, 2024, City Council meeting. This contract is a five-year agreement with GoTo for these services.

RECOMMENDATION:

Staff recommends the council authorizes the mayor's signature.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with GoTo Communications, Inc., for the purpose of providing telecommunication 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 Agreement by and between the City of Neosho, Missouri, and GoTo Technologies USA, Inc., for the purpose of providing telecommunication services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of ____ YES and ____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL



GoTo Communications, Inc.
333 Summer Street, 5th Floor
Boston, MA 02210-1702

ORDER FORM

CONTACT INFORMATION.

Customer: City of Neosho Address: 203 E Main St, Neosho, MO United States, 64850 Main Contact: George Moody Email: gmoody@neoshomo.gov Phone: +14174518050101 VAT/TVA/ABN Number:	GoTo Representative: Name: Travis Gilbert Email: travis.gilbert@goto.com Phone: Fax: QUOTE OR OID #: Q-826984 UID #: Opp ID #: 2401297411724 Quote Date: 03-16-2024 Quote Expiration Date: 03-29-2024
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TERM & BILLING INFORMATION.

Payment Method: Credit Card Term & Billing Frequency: Annual Annual
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AGREEMENT.

<i>This Order Form is governed by the terms of the Terms of Service found at https://www.goto.com/company/legal/terms-and-conditions including the attached U.S. Government Addendum to the Terms of Service; The foregoing shall exclude any terms and conditions referenced on a Customer purchase order and will incorporate the GoTo Service Descriptions.</i>

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply: Notwithstanding anything to the contrary in our Terms of Service, you may, for the earlier of the first thirty (30) days after signature of this Order or when you request shipment of any hardware, terminate your GoTo Connect Services upon written notice. In such event, the GoTo Connect Services in this order will be terminated without further liability and we will provide you a pro rata refund of any prepaid, unused Services fees.

Purchase Order Process:

If the order is in excess of 50K USD, or this order's currency equivalent, GoTo requires a PO with the executed order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#:

PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: City of Neosho		If Billing Contact is different than above, please provide: Billing Address: Billing/Invoicing Contact: Telephone: Email:
Signature:		
Name:		
Title:	Customer Authorized Signatory	
Date:		

The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed					
Service Start Date	03-16-2024		Billing Start Date	05-15-2024	
Number of Free Months	2		First Invoice Date	06-01-2024	
Contract End Date	03-31-2029				

SERVICES & FEE SUMMARY. Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:					
Name	Quantity	MSRP	Discount	Jive Price	Total
Professional Services - Per Seat GTC Managed Install (Over 50 Licenses)	79	USD 50.00	USD 50.00	USD 0.00	USD 0.00
Voice Number DID Port - Configuration Fee	73	USD 5.00	USD 5.00	USD 0.00	USD 0.00
Yealink T33G SIP phone w/power supply	73	USD 119.00	USD 119.00	USD 0.00	USD 0.00
Yealink T54W IP Phone w/Power Supply	6	USD 294.00	USD 197.90	USD 96.10	USD 576.60
Cisco ATA 192	5	USD 294.47	USD 170.69	USD 123.78	USD 618.90
Yealink EXP50 (Expansion)	6	USD 105.00	USD 0.00	USD 105.00	USD 630.00
Taxes and Fees:					USD 143.30
TOTAL AMOUNT:					USD 1,968.80

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	Jive Price	Total Price
GoToConnect Standard	60	79	USD 24.00	USD 12.05	USD 11.95	USD 944.05
Conference Device User- Monthly Service	60	1	USD 29.95	USD 18.00	USD 11.95	USD 11.95
Interconnected VoIP, Low Usage - Monthly Charge	60	5	USD 12.95	USD 3.00	USD 9.95	USD 49.75
Voice - Standard DID - Monthly Charge	60	73	USD 5.00	USD 4.75	USD 0.25	USD 18.25
Taxes and Fees:						USD 202.96
TOTAL AMOUNT:						USD 1,226.96



PURCHASE ORDER CONFIRMATION FORM

Please select an option below (selecting only one):

☐

1) My company has already raised a purchase order document and is providing it along with this signed order form

☐

2) My company does not issue purchase orders

☐

3) In Lieu of my company's standard purchase order and

- Have obtained all necessary approvals to release funds for this purchase and
- Confirm the relevant invoice(s) can be paid without a reference to a purchase order number

☐

4) My company has a standard purchase order and is unable to provide it right now. As a result,

- Will send the approved purchase order to GoTo within **4 business days** of signature date below.

CUSTOMER LEGAL NAME:

City of Neosho

Invoice To/Bill To ADDRESS

203 E Main St, Neosho, MO United States, 64850

Billing Contact: George Moody

Billing Phone: +14174518050101

Billing Email: gmoody@neoshomo.gov

Please ensure the Invoice To/Bill To Address in addition to the Billing Contact information above is accurate. If not, please ensure to reach out to your GoTo Sales contact and provide correct billing information.

You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-826984



U.S. GOVERNMENT/EDUCATION LICENSEE ADDENDUM TO TERMS OF SERVICE

This U.S. Government/Educations Licensee Addendum forms part of the GoTo Terms of Service (the "Terms"), which are available at <https://www.goto.com/company/legal/terms-and-conditions>. Capitalized terms used in this Addendum that are not defined herein shall have the meanings given in the Terms. This Addendum may apply to government agencies and public education institutions located in the United States. We acknowledge that statutes and regulations may sometimes require limitations to standard commercial software license agreements causing some provisions to become ineffective and inoperative, such as indemnities, commitments of funds from future appropriation years, dispute resolution, jurisdiction and the right to stop work. In such instances, GoTo acknowledges that the Terms shall be superseded where, and to the extent, required by applicable law and regulation. More specifically, the sections of the Terms that may be added or superseded, in part or in whole, by such laws and regulations include:

1. **Section 3.1. Term** shall be amended to remove any reference to "automatic renewal."

2. **Section 3.5. Termination for Convenience** shall be added to the Terms and state the following:

Customer may elect to terminate Customer's subscription and use of the Service at any time, for any reason or for no reason including for non-appropriations, at Customer's convenience. However, Customer understands and agrees that in the event of such a termination for convenience, Customer shall not be entitled to receive any refund or pardon or any amounts paid or payable to GoTo.

3. **Section 7. Indemnification** shall be deleted to remove any reference to "Indemnification" obligations of the Customer.

4. **Section 9.14. Contracting Party, Choice of Law and Location for Resolving Disputes** shall be revised to designate the Customer's residing state of Missouri as the applicable choice of law, and Newton County Missouri as the place for venue; GoTo's contracting party will be GoTo Communications, Inc.

5. **Section 9.15. US Government Users** shall be added to the Terms and state the following: The Services, software, websites, and written documentation provided by GoTo qualify as "commercial items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All Government users acquire the Services, software, websites, and written documentation provided by GoTo with only those rights herein that apply to non-governmental customers. Use of either the Services, software, websites, written documentation provided by GoTo, or any combination thereof constitutes agreement by the Government that the Services, software, websites, and written documentation provided by GoTo are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

For the avoidance of doubt, nothing in the Terms or this Addendum shall provide GoTo with any rights to publicly reference or otherwise utilize Customer's name or logo for marketing purposes.

CUSTOMER: _____

By: _____
Authorized Signatory for Customer

Name: _____

Title: _____

Address: _____

Effective Date: March 29, 2024

GoTo:

DocuSigned by:
Claire Bergen
636A5DA36AED4D2...

By: _____
Authorized Signatory for GoTo

Name: Claire Bergen

Title: Deputy General Counsel

Address: 333 Summer Street, 5th Floor,
Boston, MA 02210

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-24: Voluntary Annexation of 1420 N Business 49 (Neosho Storage LLC)

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-24 Annexation of 1420 Bus. 49
 2. 1420 N Business 49 (Neosho Storage) Deed Annexation
 3. Neosho Daily News Ads
-

PURPOSE:

The purpose of this item is to formally annex the property located at 1420 N Business 49 (Neosho Storage LLC) into the city limits of Neosho.

BACKGROUND:

The owner of the property located at 1420 N Business 49 voluntarily requested to be annexed into the Neosho city limits. Noticed was published, and a public hearing was held during the March 19, 2024, meeting of the City Council. There were no public comments made at that hearing.

RECOMMENDATION:

Staff recommends that the City Council accept annexation of 1420 N Business 49 into the city limits.

AN ORDINANCE of the City of Neosho approving the voluntary annexation of certain tracts of land, as petitioned by owner of real property to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.

WHEREAS, there has been presented to the City of Neosho, Missouri, a verified Petition of all fee owners seeking annexation of the land described herein; and

WHEREAS, after having held a public hearing upon such request, not sooner than fourteen (14) nor later than sixty (60) days after receipt of said request, after first having given seven (7) days public notice in The _____, a newspaper having general circulation within the City of Neosho, Missouri, of the proposed annexation; and after having a hearing before the City Council of the City of Neosho, Missouri held on March 19, 2024, the Council, by Motion, determined that it wished to proceed with the annexation of said tract of land; and

WHEREAS, fourteen (14) days have elapsed since the holding of such public hearing and no sufficient written objection has been received; and

WHEREAS, it has been determined that said annexation is in the best interests of the City of Neosho, Missouri, and that the City has the ability to furnish normal and customary services to the area to be annexed within a reasonable time.

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

Section 1. That the following described area of land is hereby incorporated within the corporate city limits of Neosho, Missouri, to be embraced and include all that part of said County of Newton lying within the following boundary lines, two-wit:

SEE LEGAL DESCRIPTION AS SHOWN IN THE ATTACHED VOLUNTARY
PETITION FOR ANNEXATION

Section 2. That the City Clerk is hereby authorized and directed to file three (3) certified copies of this Ordinance with the Newton County Clerk.

Section 3. This annexation shall be effective fifteen (15) days after final passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of ____ YES and ____ NO.

{Signatures on Next Page.}

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

File No. 40214

THIS DEED, made and entered into this 15th day of April, 2021, by and between

GRANTOR: GLENDON A. HONEYCUTT and KAREN K. HONEYCUTT, husband and wife and GALE B. ELIS and SHEILA L. ELLIS, husband and wife
of the county of Newton, State of Missouri, party or parties of the first part and

GRANTEE: NEOSHO STORAGE LLC

ADDRESS: P.O. Box 337, Neosho Mo 64850
of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate, situated in the county of Newton, and State of Missouri, to wit:

Tract 1:

All of Lots 1 and 2 of Community Subdivision in Newton County, Missouri.

Tract 2:

All of Lot 3 of Community Subdivision in Newton County, Missouri.

Tract 2a:

TOGETHER and with a non-exclusive easement for ingress and egress over and across the East 35 feet of Lot 2 of Community Subdivision and the West 25 feet of the two tracts described as follows: (a) A part of the West Half of the Northeast Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, described as follows: commencing at the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 0°08'45"East along the West line of said Northeast Quarter of the Northwest Quarter 928.10 feet; thence continuing North 0°08'45"East 132.58 feet to the point of beginning, thence South 89°47'40"East 150 feet; thence North 0°08'45"East 189 feet to the South right of way line of U.S. Highway Route 71; thence North 89°47'40"West along said South line of Highway 150 feet; thence South 0°08'45"West 189 feet to the point of beginning AND (b) A part of the West Half of the Northeast Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, described as follows: commencing at the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 0°08'45"East along the West line of said Northeast Quarter of the Northwest Quarter 928.10 feet to the point of beginning; thence South

89°54'45"East 133.89 feet; thence North 00°11'25"East 132.31 feet; thence North 89°47'40"West 133.89 feet more or less to the West line of the West Half of the Northeast Quarter of the Northwest Quarter of said Section 23; thence South 0°08'45"West 132.58 feet to the point of beginning.

Tract 3:

Part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, commencing at the Northeast corner thereof; thence South along the East line of said Quarter 655.61 feet to the place of beginning; thence West 553.45 feet; thence South 327.80 feet; thence East 552.08 feet; thence North 327.80 feet to the place of beginning.

EXCEPT

Part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, commencing at the Northeast corner thereof, thence South along the East line of said Quarter 655.61 feet; thence South 302.80 feet; thence North 89°55'10"West, 401.09 feet to the point of beginning; thence North 00°02'55"East, 302.93 feet more or less to the north line of the tract described in Book 358 at Page 6138 of the Newton County Land Records; thence West 151.56 feet to the Northwest corner of said tract described in Book 358 at Page 6138; thence South 327.80 feet; thence East 150.99 feet; thence North 25 feet to the place of beginning.

Tract 3a:

ALSO including a non-exclusive easement for purposes of ingress and egress over and across the following tracts: beginning 958.41 feet South and 552.08 feet West of the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 23, the point of beginning; thence West 726.98 feet to the county road; thence South 50 feet; thence East 726.98 feet to a point directly South of the point of beginning; thence North 50 feet to the point of beginning, AND a tract described as commencing 958.41 feet South and 693.08 feet West of the Northeast corner of the said Northwest Quarter of the Northwest Quarter; thence North 302.80 feet; thence West 50 feet; thence South 302.80 feet to a point West of the point of beginning; thence East 50 feet to the point of beginning, AND a non-exclusive easement for purposes of ingress/egress over and across a tract described as commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 23, thence South 61.66 feet to the South right of way line of U.S. Highway 71; thence West along said South right of way 696.93 feet to existing private road, the true point of beginning; thence South to the North line of the South Half of the Northwest Quarter of the Northwest Quarter; thence West 50 feet; thence North to the South right of way line of US Highway 71; thence East along said right of way 50 feet to the point of beginning.

AND A road easement over the South 25 feet of the following: Part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, commencing at the Northeast corner thereof, thence South along the East line of said Quarter 655.61 feet; thence South 302.80 feet; thence North 89°55'10"West, 401.09 feet to the point of beginning; thence North 00°02'55"East, 302.93 feet more or less to the north line of the tract described in Book 358 at Page 6138 of the Newton County Land Records; thence West 151.56 feet to the Northwest corner of said tract described in Book 358 at Page 6138; thence South 327.80 feet; thence East 150.99 feet; thence North 25 feet to the place of beginning.

Tract 4:

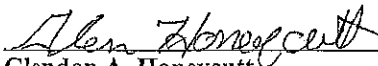
That part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 25, Range 32, in the city of Neosho, Newton County, Missouri, described as: beginning at a point where the East right of way line of New Highway 71 (nka Hwy 175) intersects the South line of said Quarter Quarter Section, thence East along the South line of the Southwest Quarter of the Northwest Quarter 235.10 feet to a point where the West right of way line of Alt Highway 71 (nka Hwy 59) intersects the South line of said Quarter Quarter Section, thence Northerly along the West right of way line of Alt Highway 71 (nka Hwy 59), 213.52 (rec. 218.5) feet to a point agreed upon as a dividing line, thence West at an angle of 114°28' left a distance of 192.8 feet to an iron pin planted approximately 1 foot east of an Oak tree, thence in a Southwesterly direction at an angle of 22°23' left a distance of 94.29 feet to a point on the

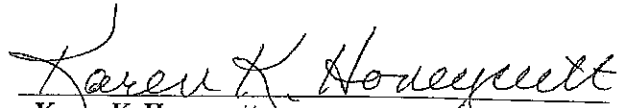
East right of way line of New Missouri Highway 71, (nka Hwy 175), thence Southerly along said East right of way line of said New Highway 192.46 feet to beginning.

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging unto the said party or parties of the second part forever.

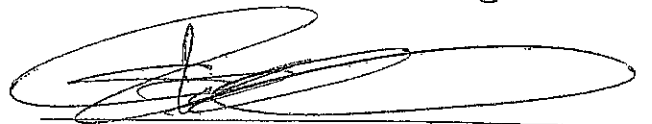
The said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.


Glendon A. Honeycutt


Karen K. Honeycutt


Gale B. Ellis


Sheila L. Ellis

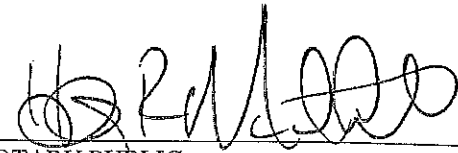
ACKNOWLEDGMENT

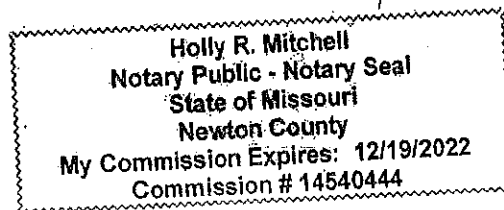
STATE OF MISSOURI)
)SS
COUNTY OF NEWTON)

On this 15th day of April, 2021, before me personally appeared GLENDON A. HONEYCUTT and KAREN K. HONEYCUTT, husband and wife and GALE B. ELIS and SHEILA L. ELLIS, husband and wife to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:


NOTARY PUBLIC



The attached ad was placed run the Neosho Daily News.

Notice of Public Hearing

Tuesday, March 19, 2024, at 7:00pm in the Neosho City Council Chambers during the regular City Council Meeting there will be a public hearing addressing the voluntary annexation of 1420 N Business 49 (Neosho Storage LLC) into the Neosho city limits under C-3 zoning rules.

Inquiries, please contact Richard Leavens, Development Services Director, 417.451.8050.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Bill No. 2024-27: Engineering Services Agreement with Allgeier, Martin and Associates

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2024-27 Contract w Allgeier, Martin and Assoc for Engineering Services
 2. On Call Engr contract March 2024
-

PURPOSE:

To approve of the agreement with Allgeier Martin and Associates for on-call engineering services.

BACKGROUND:

The city accepted the highest rated RFQ from Allgeier Martin and Associates for on-call engineering services related to the City of Neosho's infrastructure.

RECOMMENDATION:

Staff recommends council approve the presented agreement and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing on-call engineering 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 Agreement by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing on-call engineering services as necessary and requested by authorized City personnel, 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 ____ YES and ____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
(Retainer Contract)**

THIS AGREEMENT, made at Neosho, Missouri _____, 2024 between the City of Neosho, Missouri a Missouri municipality, (Owner) and Allgeier, Martin and Associates, Inc., a Missouri corporation, (Engineer);

WITNESSETH:

Whereas, the Owner owns and maintains municipal facilities including potable water, wastewater, stormwater, airport, streets, bridges, buildings and general infrastructure, and Owner desires the Engineer to perform requested engineering services; and

Whereas, the Engineer represents that he has personnel and equipment to perform and agreed engineering services.

Now, therefore, in consideration of the mutual undertakings herein contained, the Owner and the Engineer agree as follows:

ARTICLE I – SERVICES TO BE PERFORMED

Section 1. SERVICES AND WORK STATEMENTS

The Engineer will provide services, including reports, plans, specifications and other documents, as stated in the Work Statements, which may be executed from time to time over the duration of this agreement, and are incorporated herein by reference. Services also include plan reviews, analysis and studies of structures, wastewater systems, water systems, stormwater systems and traffic or other customary Civil Engineering services as requested by the Owner.

Section 2. ADVICE

The Engineer shall advise the Owner by telephone or correspondence at such times and with respect to such engineering problems as the Owner may request, provided advice on such problems can reasonably be given on the basis of the Engineer's knowledge of the Owner's system, studies, maps and other information furnished by the Owner.

Section 3. SITE VISITS

The Engineer shall, at such times as are agreed upon by the Owner and the Engineer, visit the system to inspect construction work and perform such other engineering services in respect of the system as may be requested by the Owner.

Section 4. ADDITIONAL SERVICES

The Engineer shall, upon receipt of reasonable notice from the Owner, promptly furnish such additional engineering services as the Owner may request and the Engineer agrees.

ARTICLE II – COMPENSATION

Section 1. RATES AND CONTRACT TERM

The Owner shall pay the Engineer based on the Engineer's hourly labor and expense rates at the time the service is performed. This agreement shall remain in effect as mutually agreeable by each party. However, this agreement may also be terminated under the terms as indicated in Article IV, Section 13.

The rate schedule attached to the contract covers a time frame from April 1, 2024, through December 31, 2026. If the Engineer's services are needed beyond December 31, 2026, a new rate schedule will be issued for the upcoming

time period. The Owner shall have the option of negotiating the terms of the agreement before renewing the contract containing the new rate schedule. Modification of the agreement shall be made by development of a Supplemental Agreement to this agreement or by execution of a new, revised agreement.

Section 2. INVOICE SUBMITTAL

The Engineer shall submit an invoice monthly, for months in which work was performed, during the term of the Agreement and a final invoice upon completion of Services.

Section 3. PAYMENT

The invoice will be due upon receipt. The Owner agrees to pay the Engineer within 30 days of the invoice date. The Owner agrees to pay the Engineer a late charge of 1.5 percent per month, or the maximum amount allowed by law, if less, on all amounts remaining unpaid, starting on the 30th day following the invoice date. The Owner agrees to assess and pay the late charge without further invoicing from the Engineer.

Section 4. DISPUTES

In the event the Owner questions some element of an invoice, that fact shall be made known to the Engineer immediately. The Engineer will help effect resolution and transmit a revised invoice as necessary. Amounts not questioned by the Owner shall be promptly paid to the Engineer in accordance with the above payment procedures.

Section 5. NONPAYMENT

In the event of nonpayment, the Engineer may discontinue further work and the Owner shall be liable for any collection costs, including reasonable attorney's fees.

ARTICLE III – INSURANCE

Section 1. COVERAGE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- a) Workers' Compensation Insurance in accordance with statutory requirements. Employers' Liability Insurance with a limit of \$100,000 for each occurrence.
- b) Professional Liability Insurance, with a limit of not less than \$2,000,000 annual aggregate.
- c) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- d) Automobile Liability Insurance, with combined single limits of \$1,000,000 for each accident.

Section 2. CERTIFICATES OF INSURANCE

The Engineer shall furnish the Owner certificates of insurance, which shall include a provision that the issuing insurer shall endeavor to give Owner at least 10 days written notice prior to any cancellation thereof.

Section 3. CONSTRUCTION PHASE

If the Services result in a construction phase of the project, Owner will request all Project Contractors to cause Owner and Engineer to be named as additional insureds on their insurance coverage with respect to the Project, and to indemnify and hold harmless Owner and Engineer for said Project Contractors' negligence or fault, or that of their agents, employees or contractors. Owner shall have no liability to the Engineer for the failure of any project contractors or engineers to provide such coverage (waiver).

ARTICLE IV – MISCELLANEOUS

Section 1. STANDARD OF CARE

Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

Section 2. LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations and codes; (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in the referenced documents.

Section 3. OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

Section 4. NON-DISCLOSURE

Engineer agrees not to divulge to third parties, without written consent from OWNER, any confidential or proprietary information obtained from or through OWNER in connection with the performance of the Agreement.

Section 5. REUSE OF DOCUMENTS

All documents, including but not limited to, drawings, specifications and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify and hold harmless Engineer against all claims, losses, damages, injuries and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Section 6. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings and specifications prepared by Engineer as part of the Services shall remain the property of Engineer; provided, however, that Owner shall be provided copies, including electronic copies, for their records and maintenance of the project facilities. Engineer shall also retain its rights in its standard drawing details, specifications, databases, computer software and other proprietary property. Rights to intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Engineer.

Section 7. DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances; strikes, lockouts, work slowdowns and other labor disturbances; sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Section 8. WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Section 9. SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 10. SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all provisions of this Agreement.

Section 11. ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates and subcontractors to assist in the performance of the Services.

Section 12. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

Section 13. TERMINATION

This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

Section 14. NOTICES

Notices given by either party to the other are deemed served if delivered in person at the office of the representative designated below, or such representative subsequently named in writing to act for the respective party, or mailed to the representative, properly stamped with the required postage and addressed to the office of such representative, as follows:

OWNER:

City of Neosho, Missouri
Attn: Mr. David Kennedy
203 East Main
Neosho, MO 64850
Phone : (417) 451-8050
FAX : (417) 451-8065

ENGINEER:

Allgeier, Martin and Associates, Inc.
Attn: Michael Atkinson, P.E.
7231 East 24th Street
Joplin, MO 64804
Phone : (417) 680-7200
FAX: (417) 680-7300

Section 15. CONSEQUENTIAL DAMAGES

Neither party shall not be liable to the other for any special, indirect or consequential damages not reasonably contemplated or foreseeable by both parties at the time of contracting for the particular Services at issue.

Section 16. SURVIVAL

Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, those provisions of this Agreement that naturally would be considered to survive this Agreement shall do so, including but not limited to Article 4, Sections 5 and 6.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

**CITY OF NEOSHO
NEOSHO, MISSOURI**

By: _____

ATTEST:

Name: _____

Date: _____

ALLGEIER, MARTIN and ASSOCIATES, INC.

By: _____

ATTEST:

Name: Michael Atkinson, P.E., Vice President

Date: _____

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE 2024, 2025 and 2026

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2024	01/01/2025	01/01/2026
	thru <u>12/31/2024</u>	thru <u>12/31/2025</u>	thru <u>12/31/2026</u>
Principal/Engineer VI	\$289	\$302	\$316
Principal/Engineer V	\$257	\$269	\$281
Principal/Engineer IV	\$233	\$243	\$254
Principal/Engineer III	\$215	\$224	\$234
Project Manager/Engineer II	\$190	\$199	\$208
Project Manager/Engineer I	\$173	\$181	\$189
Technician IV	\$157	\$164	\$172
Technician III/GIS Specialist	\$157	\$164	\$172
Technician III	\$133	\$139	\$145
Technician II	\$119	\$125	\$130
Technician I	\$112	\$118	\$123
Two-Man GPS Survey Crew	\$220	\$230	\$241
One-Man GPS Survey Crew	\$173	\$181	\$189
Three-Man Survey Crew	\$240	\$251	\$262
Two-Man Survey Crew	\$190	\$199	\$208
Registered Land Surveyor II	\$203	\$212	\$222
Registered Land Surveyor I	\$179	\$187	\$195
Survey Crew Member	\$91	\$95	\$99
Right of Way Specialist	\$139	\$145	\$152
Project Representative III	\$133	\$139	\$145
Project Representative II	\$119	\$125	\$130
Project Representative I	\$110	\$115	\$120
Secretary/Assistant	\$91	\$95	\$99
Print Specialist	\$91	\$95	\$99

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Bill No. 2024-29: Surplus City Vehicles and Heavy Equipment

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2024-29 Surplus Vehicles and Equipment

PURPOSE:

Surplus equipment no longer needed by the City of Neosho.

BACKGROUND:

This equipment has been replaced by newer equipment and is ready for sealed bids or auction to be sold.

RECOMMENDATION:

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

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND

WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS.

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

Section 1: That the City of Neosho, Missouri declares the following items of personal property to be surplus:

2002 Kubota L2950---L2950D-51128 - Parks
Military Crane Truck Serial # 67125 - WW
1995 Kubota M4700---- M470-70197 – Golf
2009 Chevy 1 ton----1GBJC74K69E105582
2007 John Deere backhoe---T0310SJ158462 - PW
1972 Ford 3000 Tractor - WW
2012 Ford 1 ton---- 1FDRF3GT2CEB65551 - WW

Section 2. That the City Manager is hereby authorized to execute the appropriate documents on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2024 by a vote of _____ YES and _____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-19 Skillpath Agreement - PDT

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-19 - Neosho - RE Agreement w SkillPath eLearning
 2. SkillPath SA_SOW for City of Neosho_04052024
-

PURPOSE:

To provide annual on demand training for the five finance staff to assist in personal development and increase their skills.

BACKGROUND:

Skillpath offers a learning experience platform with over 1,400 on-demand, self-paced training assets. The courses range from webinars, articles and courses which can be assigned or of their choice. The agreement is from April 1, 2024 to March 31, 2025 and terminates at the end of the agreement.

The cost for 5 licenses is \$1,160.00.

RECOMMENDATION:

Staff recommends approving the Skillpath agreement and authorizing the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with The Graceland College Center for Professional Development and Lifelong Learning, Inc. a Missouri corporation d/b/a SkillPath for the purpose of providing an annual subscription service for online eLearning; authorizing the Mayor to execute the same by and on behalf of the City of Neosho; and containing an emergency provision.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and The Graceland College Center for Professional Development and Lifelong Learning, Inc. a Missouri corporation d/b/a SkillPath for the purpose of providing an annual subscription service for online eLearning, 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.

Section 3. That this Ordinance shall become effective immediately upon 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

SkillPath Subscription Agreement

This **Subscription Agreement** (this "Agreement") is made and entered into on April 16, 2024, (the "Effective Date"), by and between The Graceland College Center for Professional Development and Lifelong Learning, Inc., a Missouri corporation d/b/a SkillPath ("SkillPath"), and City of Neosho, a Missouri municipal government ("Subscriber"). SkillPath and Subscriber are each a "Party" and collectively the "Parties."

1. Standard Terms and Conditions. The Standard Terms and Conditions attached as Exhibit A and incorporated into this Agreement by this reference (the "Terms") shall apply to this Agreement and shall prevail in the event of a conflict between this Agreement (without the Terms) and the Terms. Defined terms used but not defined in this Agreement shall have the meaning set forth in the Terms.

2. Term. The initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date (the "Initial Term") and shall automatically renew for consecutive one-year periods thereafter (each, a "Renewal Term") (collectively, the "Term"), unless earlier terminated in accordance with this Agreement. The term of an SOW shall be as outlined in such SOW. If the term of any SOW extends beyond the effective date of termination of this Agreement, this Agreement will remain in full force and effect solely with respect to such SOW until the completion of the Services set forth in such SOW.

Where applicable pursuant to the SOW (Exhibit B) issued hereunder, SkillPath grants Subscriber and its Affiliates a non-revocable, non-assignable and non-sublicensable license for Subscriber and its Users to use the Services, during the Term for the purpose of its and its Affiliate's corporate professional development training and education (but not for resale).

3. License of Service. SkillPath develops, markets, and licenses a proprietary eLearning platform that provides online learning courses, accessible through the Internet and consisting of the components listed in Exhibit B, as modified, or enhanced during the Term (the "Service"). During the Term, SkillPath grants to Subscriber, through its Authorized Users as end users, a limited, personal, nonexclusive, nontransferable, nonassignable, revocable license to access and use the Service, by means of the Login, in compliance with this Agreement (the "License"). The License (a) includes the right to access and use future releases or versions of the Service that are made available to Subscriber by SkillPath during the Term and (b) is expressly limited to Subscriber and its Authorized Users. Unless SkillPath agrees in writing, each Authorized User's right of access to use the Service on Subscriber's behalf under this Agreement is limited to online access and use by means of the Internet. The Subscriber is solely responsible for any data conversion that may be required to use the Service. The License, and all rights of Subscriber to access and use the Service through its Authorized Users, shall terminate upon any termination of this Agreement.

4. Fees. The subscription fee, as set forth in Exhibit B, for Subscriber's use of the Service (the "Subscription Fee") is payable via automatic draft withdrawal by Subscriber on an annual basis commencing on the Effective Date. SkillPath will invoice Subscriber for the Subscription Fee at least 15 days prior to the Initial Term and any Renewal Period, and the invoiced amount shall be due in full and payable on the 1st day of the Initial Term and any Renewal Term. All prices are in United States Dollars and are subject to adjustment as provided in this Agreement. After the Initial Term of this Agreement, SkillPath may, on an annual basis and upon 30 days prior written notice, increase the Subscription Fee. All amounts paid to SkillPath are non-refundable except as otherwise specified in the Agreement.

5. Implementation. Upon the commencement of the Term, SkillPath shall provide 2 weeks of implementation support for the Services, consisting of two 1-hour virtual implementation/onboarding calls with Subscriber's Designated Contacts, build of custom site for Subscriber, and a test drive check list of Subscriber to use while exploring the build.

6. Maintenance and Support. SkillPath will provide maintenance and technical support for the Service by telephone or email during SkillPath Business Hours. Technical support provided for the Service by email will typically be answered within one (1) Business Day from SkillPath's receipt of an email from a Designated Contact.

7. Warranty and Disclaimer. SkillPath's entire liability and the Subscriber's exclusive remedy under this Agreement shall be as set forth in this Section and the Terms.

(a) SkillPath warrants that the Service will perform in substantial compliance with the Documentation for the Term (the "Warranty Period") and that SkillPath has all rights necessary to grant the License to Subscriber and its Authorized Users under this Agreement. Notwithstanding the foregoing, SkillPath does not warrant that (i) the functions contained in the Service or any information obtained through the Service will meet Subscriber's or Authorized Users' requirements or (ii) that the operation of the Service will be uninterrupted or error free or (iii) that the Service will operate in the combinations which Subscriber may select for use. Except as expressly set forth in this Section, the Service is provided to Subscriber strictly on an "as-is" basis.

(b) Subscriber's exclusive remedy for the breach of the above warranty, during the Warranty Period, shall be for SkillPath to use commercially reasonable efforts to provide the Service in accordance with the terms of this Agreement. The foregoing warranty does not apply if the Service has been modified, the Subscriber has breached Section 3 of this Agreement, or the Subscriber has failed to pay all sums due to SkillPath.

8. Termination.

(a) Termination by SkillPath. SkillPath may terminate this Agreement, including the License and Subscriber's subscription to the Service as follows:

(i) upon written notice to Subscriber, if Subscriber or any Authorized User breaches any provision of this Agreement other than Section 2, 3, or 15 of the Terms and Subscriber fails to cure such breach within 30 days after receipt of SkillPath's written notice specifying the nature of the breach; or

(ii) immediately upon notice to Subscriber if (A) Subscriber or any Authorized User breaches Section 2, 3 or 15 of the Terms; or (B) Subscriber makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy or insolvency, permits involuntary institution of such proceedings against it, or commits any other act of bankruptcy; permits the appointment of a trustee or receiver of all or a substantial part of its assets; or is generally unable to meet its obligations when due.

(b) Termination by Subscriber. Subscriber may terminate this Agreement upon written notice to SkillPath if SkillPath breaches any provision of this Agreement and fails to cure such breach within 30 days after receipt of Subscriber's written notice specifying the nature of the breach; provided, however, if the breach cannot be cured within 30 days, SkillPath will provide a plan to commence to cure the breach within 30 days and thereafter diligently and continuously pursue to cure the breach.

9. Effect of Termination. A termination of this Agreement automatically terminates the License and Subscriber's and its Authorized Users' right to access and use the Service. The Subscriber's obligation to pay all sums due to SkillPath up to and including the date of termination shall survive termination of this Agreement. Within 10 Business Days after termination of this Agreement for any reason, (i) Subscriber shall return to SkillPath the original and all copies of any Documentation previously delivered or disclosed to Subscriber by SkillPath, in whole or in part, in any form, and (ii) SkillPath shall return all Subscriber Data in a format reasonably able to be utilized by Subscriber, provided Subscriber has made full payment of all outstanding fees. Upon SkillPath's request, Subscriber shall execute and deliver to SkillPath a written certification that Subscriber has complied with this Section and no longer retains any material relating to the Service or the associated Documentation. After the 10 Business Day period, SkillPath shall have the right, without notice to Subscriber, to destroy all or any part of the Subscriber Data in SkillPath's possession.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date first set forth above.

SKILLPATH:

THE GRACELAND COLLEGE CENTER FOR
PROFESSIONAL DEVELOPMENT AND LIFELONG
LEARNING, INC., a Missouri corporation d/b/a SkillPath

By: _____

Name: Micah Rigler
Title: Sales Manager

SUBSCRIBER:

CITY OF NEOSHO

By: _____

Name: Richard Davidson
Title: Mayor

Exhibits

Exhibit A	Standard Terms and Conditions
Exhibit B	Statement of Work

EXHIBIT A
Standard Terms and Conditions

1. Definitions. For purposes of these Terms and the Agreement, the following terms, whether capitalized or not, and unless the context otherwise requires, shall have the meaning set forth below. Capitalized terms used but not defined in these Terms shall have the meaning set forth in the Agreement.

(a) “SOW” means the use of Solutions and/or services to be received by the Subscriber which will be described on individual Statement of Work and attached as Exhibit B hereto (which will be numerically ordered); along with any Change Orders or other amendments that may be made thereto, each of which must be mutually agreed to by the parties in writing. Each SOW is considered a part of this Agreement.

(b) “Authorized User Data” means any Information that is provided by an Authorized User or in connection with an Authorized User's account and retained by SkillPath during the Term, including, but not limited to, any Information transmitted to, loaded into or stored in, the Service or running on or through the Service.

(c) “Business Day” means any day other than Saturday, Sunday, or a legal holiday in the State of Kansas.

(d) “Subscriber Data” means all Information that is provided by Subscriber and retained by SkillPath during the Term, including, but not limited to, any Information transmitted to, loaded into or stored in, the Service or running on or through the Service.

(e) “Documentation” means the technical documentation, specifications, and any end-user instructions, including all updates and versions thereof, associated with the Service, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

(f) “Electronic Media” includes any system, medium, or combination thereof for the direct or indirect distribution, creation, storage or use of electronic products, services, or Information, whether now known or subsequently developed, including the Internet.

(g) “Information” includes all types and forms of information, and includes any record, data, text, image, sound, code, computer system, software, database, and other similar

representations of knowledge, including information created, generated, sent, communicated, received, or stored by electronic means or the use of any Electronic Media.

(h) “Login” refers to each Authorized User's user id, and password, for access to the Service, as in effect at the time.

(i) “Person” means any individual, corporation, partnership, limited liability company, firm, company, trust, estate, unincorporated organization, joint venture, group, association, governmental authority, or other entity having legal capacity.

(j) “Terms of Use” means all rules, policies, procedures, terms, conditions, and any End User License Agreement (“EULA”), relating to, access to, and use of, the Service, as SkillPath establishes from time to time and posts from time to time in the Documentation, within the Service, as in effect at the time. In the event of any conflict between the Terms of Use and the Agreement, the Agreement shall control.

(k) “Usage and Performance Data” means any Information derived from Subscriber Data, Authorized User Data and/or the use of the Services by Subscriber and its Authorized Users, including, but not limited to, performance and statistical Information derived from the Subscriber's and its Authorized Users' use of the Service which is collected, generated, and tracked by SkillPath in an aggregate and anonymized manner. Usage and Performance Data does not include any Subscriber Data or Authorized User Data from which it is derived.

2. License and Usage Restrictions.

(a) Authorized users are limited to the number of individuals, businesses or entities set forth in Exhibit B and who have been authorized by Subscriber to gain access to and use the Service as an end user in compliance with this Agreement (each an “Authorized User”). Each Authorized User shall be identified by a separate Login in the format SkillPath prescribes. If Subscriber or Authorized User suspects that a Login is not secure due to unauthorized access, disclosure or use, Subscriber and/or Authorized User shall promptly notify Subscriber's system administrator and obtain a new Login. By using the Login, each Authorized User shall be bound by this Agreement as an agent of Subscriber.

SkillPath reserves the right from time to time (i) to change an Authorized User's Login upon notice to Subscriber and/or Authorized User, and (ii) to revoke all Logins upon any termination of this Agreement or Subscriber's or any Authorized User's material breach or default of this Agreement. Subscriber represents and warrants that only Authorized Users, as end users, will access and use the Service. Subscriber may not sell, lease, furnish, display, publicly display or otherwise disclose or permit or provide access to the Service to any Person other than an Authorized User. No Authorized User acquires any independent rights under this Agreement and all rights of an Authorized User under this Agreement are derivative of the rights granted to Subscriber. Each Authorized User acts on behalf and for the account of Subscriber, and Subscriber shall be responsible for any wrongful acts and omissions by an Authorized User or any Person who gains access to the Service using a Login assigned to an Authorized User, including any breach or default of this Agreement.

(b) Subscriber, whether directly or through its Authorized Users as end users, if any, shall use the Service for lawful purposes only, solely for Subscriber's internal use in its business in compliance with the Agreement, in accordance with the Terms of Use and all applicable requirements of law, and Subscriber, and its and its Authorized Users, if any, shall not (i) use the Service as a service bureau, time share arrangement, application service provider or other arrangement to process data or other Information for others or to allow Persons to have access to or use the Service, or any functionality provided by the Service; (ii) copy, duplicate, share or use concurrently with another Person, the Service or any portion or component of the Service; (iii) attempt to access or obtain any record or data provided by any other users of the Service, or otherwise attempt to obtain unauthorized access to any portion or content of the Service or SkillPath's computer systems, (iv) disrupt or place unreasonable burdens or excessive loads on the Service; (v) remove any proprietary labels, notices or trademarks contained in or on the Service or Documentation; (vi) except as otherwise proscribed by law, Subscriber shall not translate, reverse engineer, decompile or disassemble the Service or any component thereof or otherwise reduce any object or machine language code to a human-perceivable form or otherwise attempt

to obtain or perceive the source code from which any software component of the Service is compiled or interpreted; (vii) modify the Service or create any derivative product from the Service or any component thereof; (viii) assign, transfer, convey, pledge as security or otherwise encumber, or sublicense, rent, lease, loan, commercially host, distribute or otherwise dispose of any right of Subscriber under the Agreement; or (ix) provide, disclose, divulge, display or make available to, or permit use of, the Service by Persons other than Subscriber's own employees and representatives, or Authorized Users, if any, without SkillPath's prior written consent. Subscriber and each of its Authorized Users shall agree to a EULA before gaining access to the Service.

3. Copyright. The Service, including any Documentation, is protected by copyright laws in the relevant jurisdictions worldwide (including, but not limited to, copyright laws of the United States). SkillPath authorizes Subscriber to make archival copies of the Service and the related Documentation only to the extent necessary to allow use within Subscriber operations for the sole purpose of protecting its investment from loss, provided Subscriber does not modify the Service, the related Documentation, or any portion thereof. Otherwise, Subscriber is strictly prohibited from making copies of any element of the Service or the related Documentation without SkillPath's written permission. Copyright, proprietary notices and SkillPath logos shall not be removed from any Documentation; such notices shall be retained or reproduced in their exact form on all permitted copies and versions, both in machine and human-readable language.

4. Ownership and Retention of Rights.

(a) Except for the limited rights granted by the License under the Agreement, neither Subscriber nor its Authorized Users shall acquire any right, title or interest in or to (a) the Service, the related Documentation or the Usage and Performance Data, (b) any Information comprising the Service, the related Documentation, or any Usage and Performance Data, or (c) any intellectual or industrial property rights arising under or in connection with the Service, the related Documentation, or any Usage and Performance Data. Any access or use of the Service that is not expressly granted by the Agreement is prohibited. The Service, the related Documentation, the Usage and Performance Data, and the content and other

Information available through the Service, and all copyright, marks, designs, layouts, patents, proprietary information, and all other intellectual and industrial property rights subsisting therein or relating thereto are the sole and absolute property of SkillPath and/or its suppliers and is protected by patent, copyright and other intellectual and industrial property rights. If Subscriber obtains any rights in the Service, it shall assign all such rights to SkillPath, including executing all documents or filings necessary to achieve such assignment. The Agreement does not grant to or create in Subscriber any intellectual or industrial property or proprietary rights in the Service, the Documentation, the Usage and Performance Data, or any Information comprising or available on the Service. All rights not expressly granted to Subscriber (and its Authorized Users, if any) by the Agreement are reserved to SkillPath, including, without limitation, the exclusive right to make copies, prepare derivative works, sell and distribute copies, and perform and display the work publicly. Subscriber (and its Authorized Users, if any) shall have no right to copy, modify, enhance (or improve) or create variances or derivative works of the Service, the related Documentation, any Usage and Performance Data, or any component, object or element of the Service or the related Documentation, and Subscriber's use (and that of its Authorized Users, if any) of the Service, related Documentation, and any Usage and Performance Data is limited solely to access and use for Subscriber's internal use in its business in strict compliance with the Agreement. Subscriber shall promptly and in good faith take all action reasonably necessary, advisable, or requested by SkillPath to assure compliance with this Section 4 by all employees, agents, representatives, and Authorized Users of Subscriber. Notwithstanding anything to the contrary in this Agreement, Subscriber acknowledges that SkillPath shall be entitled to collect, compile, and make unrestricted use of all Usage and Performance Data. Subscriber agrees that SkillPath may make unrestricted use of the Usage and Performance Data, including but not limited to the sale and distribution by SkillPath of such data, provided that such data does not identify Subscriber, any Authorized User, or their Confidential Information and that SkillPath continues to abide by all United States data privacy laws and regulations in the use of such data.

(b) All Subscriber Data is and shall remain Subscriber property. Subscriber grants to SkillPath a royalty-free, Term-limited license to use and reproduce Subscriber Data only in connection with providing the Services and License and only for the benefit of Subscriber and its Authorized Users. This limited license shall terminate upon any termination or expiration of this Agreement.

5. Taxes. Subscriber shall pay all sales, use, excise, goods and services, value-added, custom duty, or similar tax or assessment ("Taxes") that may be imposed by any governmental authority anywhere in the world on the fees and charges to be paid by Subscriber to SkillPath under the Agreement, whether for SkillPath's provision of services, any right or license SkillPath grants, or otherwise, exclusive of taxes based on SkillPath's net income. If any charges under the Agreement are exempt from sales or use tax liability, Subscriber shall provide to SkillPath, upon execution of the Agreement, evidence of tax exemption acceptable to SkillPath and the relevant taxing authority.

6. Late Payments. Any charges for which SkillPath has not received payment within fifteen (15) days after the due date shown on the invoice shall accrue interest and be payable from the date of the invoice on the unpaid balance at the rate of eighteen percent (18%) per annum or, if less, the maximum contract rate of interest permitted by applicable law. Subscriber shall pay all reasonable costs and expenses SkillPath incurs in collecting any amounts payable by Subscriber under the Agreement, including reasonable attorneys' fees and costs.

7. Communications Access. Subscriber (and each Authorized User, if any) is responsible for obtaining and maintaining all Internet or other communications access, computer hardware and other equipment, Electronic Media, and web browsing software, needed for Subscriber's (and each Authorized User's) access to and use of the Service, as applicable. Subscriber is responsible for any charges and fees it (or its Authorized Users, if any) incur to access the Service, including any fee or charge imposed by a telephone company, Internet service provider or other third-party provider of any communication or Electronic Media. Such fees include, but are not limited to, fees charged for short message service messaging (also known as "texting" or "SMS" messaging), and fees

charged for messaging over SMTP, TCP/IP and similar messaging. Subscriber assumes full and complete responsibility for the payment of any Taxes that may be imposed by any governmental authority on Subscriber or any Authorized User or in connection with Subscriber's or any Authorized User's access or use of the Service or the Internet, other communications methods, or Electronic Media.

8. Maintenance and Support.

(a) Pre-Condition. When providing support and maintenance under the Agreement, such support and maintenance shall be provided only if all payments from Subscriber to SkillPath under the Agreement are current at the time the support is requested and if Subscriber is not in breach of the Agreement.

(b) Designated Contacts. Subscriber will provide in writing to SkillPath a list of no more than three (3) Subscriber employees that will be designated as support contacts (the "Designated Contacts"). Only these three (3) Designated Contacts may contact SkillPath with support issues. All other Subscriber personnel will direct their support issues through Designated Contacts. Under no circumstances will SkillPath be obligated to communicate directly with any other of Subscriber's Authorized Users, employees, distributors, representatives, or customers, either one-on-one or through conference calls.

(c) Technical Support. SkillPath is not responsible for providing technical support or training to Subscriber on software or hardware systems from third-party companies. Technical support is limited to unmodified, warranted Service.

(d) Subscriber Responsibilities. Subscriber is responsible for all support costs resulting from system changes or customizations Subscriber makes. Subscriber is also responsible for all expenses relating to standard or customized interfaces between the Service and existing and future Subscriber business systems, and all costs of providing appropriate hardware, operating system software, licenses, and expenses related to Subscriber's systems and interfaces.

9. Service Availability. SkillPath will use commercially reasonable efforts to (a) make the Service available to Subscriber twenty-four (24) hours per day, seven (7) days each week, subject, however, to downtime for periodic maintenance, Service modifications and

enhancements, and causes beyond the commercially reasonable control of SkillPath and (b) provide notice to Subscriber of any maintenance downtime at least six (6) hours prior to such downtime. Subscriber understands that the Service may be interrupted due to natural disaster, atmospheric conditions, Internet unavailability or network congestion, interruption or failure of communications links, equipment malfunction, hostile network or computer attack by hackers or cyber terrorists, denial of service attacks, Trojan or virus attacks, and other causes beyond the control of SkillPath. SkillPath shall have the right to restrict or interrupt the Service without notice to Subscriber to maintain or improve the Service or to prevent fraud, a violation of law, or other business reasons. SkillPath will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service due to any circumstance that is commercially reasonably within SkillPath's control.

10. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 9 OF THE AGREEMENT, SKILLPATH MAKES NO OTHER WARRANTIES OF ANY KIND (AND DISCLAIMS ALL IMPLIED WARRANTIES), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, ACCURACY, SATISFACTORY QUALITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, RELATED DOCUMENTATION, TECHNICAL INFORMATION AND TECHNICAL SUPPORT AND MAINTENANCE SKILLPATH PROVIDES UNDER THE APPLICABLE AGREEMENT. FURTHERMORE, SKILLPATH DOES NOT WARRANT THAT THE SERVICE WILL COMPLY WITH ANY APPLICABLE LAWS (INCLUDING BUT NOT LIMITED TO U.S. FEDERAL, STATE, OR LOCAL LAWS AND/OR REGULATIONS, OR THOSE OF OTHER JURISDICTIONS WORLDWIDE).

11. Limitation of Remedies. SkillPath's entire liability and Subscriber's exclusive remedy under the Agreement shall be as set forth in Section 7(b) of the Agreement and this Section 11.

(a) SkillPath's entire liability for damages, losses, and expenses related to any cause whatsoever, and regardless of the form of action, shall be limited in the aggregate to the lesser of: (i) Subscriber's actual direct damages,

or (ii) the amount Subscriber pays to SkillPath under the Agreement during the immediately preceding twelve (12) month period for the specific Service element or service that caused the damage or that is the subject matter of, or is directly related to, the cause of action up to the date of termination; provided however that this limitation is not applicable to claims regarding patent, copyright, trade secret, proprietary rights and other intellectual property rights infringement.

(b) In no event shall SkillPath, its officers, agents and employees be liable under or in connection with the Agreement under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, special, incidental, punitive, indirect or consequential damages. In no event shall SkillPath's aggregate liability under the Agreement exceed the amount of the fees paid to SkillPath under the Agreement.

12. Subscriber Responsible for Use.

Subscriber is responsible for all use of the Service, including all use of the Service by an Authorized User or Persons who gain access using a Login assigned to an Authorized User. Subscriber will ensure that all use of the Service complies with the Agreement and all applicable requirements of law and regulatory authority. All use of the Service, whether authorized by Subscriber, shall constitute Subscriber's use for purposes of the Agreement. Subscriber shall be responsible for and assumes all liability associated with any Information uploaded, posted, transmitted, or otherwise made available to the Service by any Subscriber Authorized Employee, employee, or other Person. Except for access and use by Subscriber (or Authorized Users as end users) for Subscriber's internal use in its business, Subscriber may not assign or otherwise transfer Subscriber's License, Subscription, or other rights under the Agreement to any other Person without SkillPath's prior written consent.

13. Indemnification by SkillPath.

(a) SkillPath shall indemnify, defend and hold harmless Subscriber and its officers, directors, employees, agents, licensors, independent contractors, successors and assigns ("Affiliates") from and against all loss, injury, damage, and expense, and claims of whatsoever nature, including reasonable attorneys' fees and costs ("Claims") that Subscriber incurs that arises out of any claim or demand that all or any portion of

the Service, when used by Subscriber in accordance with the Agreement, infringes a United States patent, copyright, proprietary right, or other intellectual property right of a third party (other than an affiliate of Subscriber) existing as of the Effective Date, provided that Subscriber, as a condition of such indemnification and defense, provides: (i) prompt written notice to SkillPath of such claim by the most expeditious reasonable means, immediately upon learning of the claim or demand, and whether or not litigation or other proceeding has been filed or served, (ii) all necessary information SkillPath reasonably requests, (iii) reasonable assistance and cooperation to SkillPath, and (iv) sole authority to SkillPath to defend or settle the claim, in litigation or otherwise, as SkillPath determines necessary. Notwithstanding the foregoing, Subscriber retains the right to participate in any action brought against Subscriber solely at its own expense.

(b) If any such action is brought, or in SkillPath's opinion is likely to be brought, then SkillPath may at its election: (i) obtain for Subscriber the right to continue using the Service or any part of the Service for which infringement is alleged or proven (the "Affected Element"); or (ii) replace or modify the Affected Element such that it becomes non-infringing and performs with substantially the same functionality as the original Affected Element being replaced.

(c) SkillPath shall have no obligation under this Section 13 if: (i) the alleged infringement or violation is based upon the use of the Service in combination with other software not furnished by SkillPath, or (ii) if such claim arises from SkillPath's compliance with Subscriber's designs, specifications, or instructions, or from Subscriber's modification or Subscriber use of the Service in violation of the Agreement. SkillPath will have no duty to investigate or to inform Subscriber of any possible infringement that occurs due to SkillPath's compliance with Subscriber's requests, unless and only to the extent SkillPath has actual knowledge of such possibility.

(d) This Section 13 shall be Subscriber's sole remedy regarding alleged or proven infringement of patent, copyright, proprietary right, or other intellectual property right, and SkillPath shall have no liability for alleged infringement of patents, copyrights, proprietary

rights, or other intellectual property rights except as expressly provided in this [Section 13](#).

14. Indemnification by Subscriber.

Subscriber shall indemnify, defend, and hold harmless SkillPath and its Affiliates from and against all Claims that SkillPath incurs that arises out of, relates to or is in any manner connected with Subscriber's (or any Authorized User's) (i) breach of the Agreement, (ii) negligence or willful misconduct of Subscriber, its employees, subcontractors, or any Authorized User, or (iii) any alleged or actual infringement of applicable law or intellectual property right, arising out of any of the Customer Data, including, in all cases, any claims by a third party. Notwithstanding the foregoing, SkillPath retains the right to participate in any action brought against SkillPath solely at its own expense and discretion.

15. Confidentiality.

(a) SkillPath acknowledges that Information it receives regarding Subscriber's business, including but not limited to financial information, customer information, marketing information, compensation program information, and product information, constitutes Subscriber's confidential, proprietary information, to the extent such information is: (i) not public knowledge, (ii) otherwise known by SkillPath before Subscriber's disclosure, or (iii) received by any third party other than a Subscriber agent.

(b) Subscriber and each Authorized User, by accessing the Service, acknowledges and agrees that the Service and Documentation contains valuable proprietary Information, trade secrets, know-how and confidential information that is the exclusive property of SkillPath and/or its suppliers that is protected by trade secret, patent, copyright or other intellectual, industrial, or other property rights. During the Term of the Agreement, and at all times after the expiration or earlier termination of the Agreement, Subscriber and each Authorized User, by accessing the Service, shall maintain the confidentiality of this Information, and shall not disclose or otherwise make available Information relating to the Service, including Documentation, financial information, customer information, marketing information, compensation program information, and product information, flow charts, logic diagrams, displays, menu screens, storyboarding, graphical elements, design, organization, presentation, layout, user interface, navigation, trade dress, other visual

components and objects of the Service, or stylistic conventions, including the digital implementation, and interaction of these elements, components and objects to any Person who is not an Authorized.

(c) SkillPath and Subscriber agree, during the Term of the Agreement and after the expiration or earlier termination of the Agreement, to (and to cause their directors, officers, employees and agents to) refrain from using, distributing, transferring possession of, or otherwise disclosing or making available (i) the terms and existence of this Agreement and (ii) the confidential Information of the other Party to any person without such other Party's prior written consent; provided, however, that either SkillPath or Subscriber may disclose the confidential Information of the other Party to its attorneys and/or consultants who have a need to know the confidential Information and who agree in writing to be bound to an obligation of confidentiality identical in all material respects to those obligations contained in the Agreement. Subscriber shall ensure that each Authorized User is bound by this [Section 15](#).

(d) Neither Party shall make any oral or written statement or perform any act indicating that the other Party endorses or approves, or has endorsed or approved, such Party or its work products.

16. Internet Transmissions. Subscriber understands that transmission of Information (including communications by e-mail) over the Internet or other publicly accessible networks is not secure, and is subject to possible loss, interception or alteration while in transit. SkillPath does not assume (and disclaims all) any liability or obligation for any loss, damage, expense or injury that Subscriber may incur as a result of any transmissions over the Internet or other publicly accessible networks in connection with Subscriber's access or use of the Service, including but not limited to loss, damage, expense, or injury caused or contributed to by viruses, hackers, Trojan horses and the like.

17. Dispute Resolution.

(a) Internal Dispute Resolution Process. Notwithstanding anything to the contrary in Section 17(b), before commencing any legal action against a Party in court, the Parties shall attempt to settle any dispute or issue between them relating to the Agreement ("[Dispute](#)") through good faith negotiations as set forth in

this Section. A Party shall give the other Party written notice setting forth a description of the Dispute ("Dispute Notice"). Within five (5) Business Days of receipt of a Dispute Notice, designated senior management representatives of the Parties shall meet, as mutually agreed between the Parties, and shall use good faith efforts to seek to resolve the Dispute amicably during or within fifteen (15) Business Days under a written settlement agreement or amendment to the Agreement. If such representatives are unable to resolve the Dispute within such period, the Parties' respective Chief Operating Officer or another designated person with comparable authority shall meet, as mutually agreed between the Parties, to discuss the Dispute and shall act in good faith to resolve the Dispute. Any Dispute between the Parties arising under the Agreement that is not resolved under a written agreement or amendment within thirty (30) Business Days after receipt of the Dispute Notice may be resolved by any means. Any meeting under Section 17(a) may be in person, via telephone, or other means as mutually agreed to by the Parties.

(b) Arbitration. In the event of a dispute between the Parties with respect to a Party's performance of or obligations under this Agreement, any Party may elect to have the dispute determined by binding arbitration; however, arbitration will not be compelled by either Party in instances where an injunction is sought as provided in Section 17(c). Such a proceeding shall be commenced by filing with the American Arbitration Association ("AAA") at such location as the Parties agree, a Demand for Arbitration, to initiate the arbitration process for the aggrieved Party, a copy of such Demand being given to the other Party. If such a demand for arbitration is made by either Party, the Parties agree to execute a submission agreement, providing for arbitration of the dispute. Arbitration will be available only in the event indispensable parties submit to such proceedings. The Parties shall agree on a single arbitrator from the panel of Arbitrators provided by the AAA. If they are unable to agree, AAA will provide a list of three available panel members and each Party may strike one. The remaining panel member will serve as the arbitrator. Unless otherwise agreed in the arbitration agreement, this arbitration shall be conducted consistent with and under the terms of the Commercial Arbitration Rules of the AAA. Judgment on the arbitration award may be entered in any court having jurisdiction. The

Parties hereby waive all defenses as to personal jurisdiction and venue from attachment, execution, and jurisdiction in any proceeding to confirm or enforce the award. Each Party shall bear its own costs of the arbitration with the balance of the costs of the arbitration to be paid pursuant to the award of the arbitrator.

(c) Injunctive Relief/Judgments. Each Party acknowledges that the other Party would suffer irreparable damage in the event of a breach of Sections 2, 3 and 15 of these Terms and that monetary damages or other legal remedies would not be an adequate remedy for such breach and shall be entitled to specific performance of such provisions and further injunctive relief to prevent or restrain such breaches or such threatened breaches of this Agreement,

(d) Continued Performance. The Parties shall continue, without interruption, to honor its ongoing obligations, if any, under the Agreement, including but not limited to the grant of access to the Platform, provision of Services and Deliverables, and payment of amounts that are required to be paid, for the duration of any on-going Dispute. The Parties shall use good faith efforts and due diligence to expedite the final resolution of any Dispute.

18. General.

(a) Notices. Any notice required or permitted to be made or given to either Party must be in writing, and will be deemed sufficiently made or given three (3) days after the date of mailing if sent certified mail with signature required, or one (1) day after the date of sending if sent by overnight delivery service with signature required, to such Party at its address set forth below, or such other address as it shall designate by written notice to the other Party: if to Subscriber, to the address set forth below the signature block below; if to SkillPath, to The Graceland College Center for Professional Development and Lifelong Learning, Inc. d/b/a/ SkillPath, Attention: _____, 6900 Squibb Road, Mission, Kansas 66202 USA. Either Party may provide for a different address to provide notice by providing notice in writing to the other Party.

(b) Binding Effect and Assignment. The Agreement will be binding on the Parties and their respective successors and assigns. Neither Party may assign the Agreement without the prior written consent of the other Party;

provided, however, that a Party may assign this Agreement without the other Party's consent (i) to an affiliate or (ii) in connection with any merger, sale of stock, or sale of all or substantially all of the Party's assets, or other similar or related transaction.

(c) Waiver. The failure of either Party to exercise any of its rights or to enforce any of the provisions of the Agreement on any occasion shall not be a waiver of such right or provision, nor affect the right of such Party thereafter to enforce each provision of the Agreement.

(d) Force Majeure. SkillPath shall not be in breach of the Agreement or be liable to Subscriber or any other person or entity for any delay in or failure of performance under the Agreement that directly or indirectly results from any acts of God, fire, flood, explosion, war, action of governmental authority; or other causes beyond SkillPath's reasonable control, and the time for SkillPath's performance under the Agreement shall be extended for a period equal to the commercially reasonable period of delay resulting from any such cause.

(e) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable statute or rule of law, then that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent; following which, such provision shall be severed from the Agreement and all other terms and provisions of the Agreement will remain in full force and effect.

(f) Relationship of Parties. SkillPath and Subscriber are independent contractors. Neither Party is an agent, employee, partner, or representative of the other and neither Party has the power and authority to act on behalf of or bind the other Party.

(g) No Third-Party Beneficiaries. Nothing contained in the Agreement shall be construed to grant or confer on any Person other than SkillPath, and Subscriber, and their respective successors and permitted assigns, any rights or privileges under the Agreement, and no Person is intended to be a third-party beneficiary of any provision of the Agreement.

(h) Headings. The headings in the Agreement are for purposes of reference only and shall not limit or affect any of the terms thereof.

(i) Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and same agreement. Electronic signatures shall be deemed to be original and effective to bind the Party whose authorized representative signs below.

(j) Entire Agreement and Modification. This Agreement, including the Terms and Exhibits, constitute the entire Agreement between the Parties and supersedes all prior or contemporaneous negotiations, commitments, statements, and writings related to the subject matter of this Agreement. In the event of any conflict between this Agreement and any other written agreement between the Parties, this Agreement will expressly control unless such other Agreement expressly states otherwise.

(k) Exhibits. All Exhibits referenced in these Terms are incorporated into the Agreement by this reference.

(l) Choice of Law and Venue. The Parties acknowledge that the Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. The Parties further agree that any litigation brought arising out of this contract will be brought in federal or state courts in the State of Missouri and not in any other state, county, or country. In the event of any litigation arising out of this contract then the prevailing Party shall be entitled to reasonable attorney fees and costs, including those on appeal.

(m) Waiver of Jury Trial. EACH PARTY, AS A CONDITION OF ITS RIGHT TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THE APPLICABLE AGREEMENT, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THE APPLICABLE AGREEMENT AND AGREES THAT ANY ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(n) Survival. Sections 1, 3, 4, and 7 through 9 of the Agreement and these Terms shall survive the termination or expiration of the Agreement.

EXHIBIT B
Statement of Work # 001

This Statement of Work No. 001 (the "SOW") dated April 16, 2024 ("Effective Date") is between The Graceland College Center for Professional Development and Lifelong Learning Inc., a Missouri corporation d/b/a SkillPath ("SkillPath") and City of Neosho, Missouri ("Subscriber") and once executed, shall become part of and incorporated into the Subscription Agreement between SkillPath and Subscriber dated April 16, 2024 (the "Agreement"). Capitalized terms used but not otherwise defined in this SOW shall have the meanings assigned to them in the Agreement.

1. **Scope of Services.** The Subscriber agrees to purchase, and SkillPath shall perform, the following Services and any other Services as may be requested from time to time via Change Order (defined below), in accordance with the terms and conditions of the Agreement and this SOW. If the Subscriber wishes to propose any change (addition or deviation) which impacts the Statement of Work, the Subscriber must submit to SkillPath a written request for changes.
2. **Term.** Subject to the parties' termination rights in the Agreement, the initial term of this SOW commences on the Effective Date and will continue until April 15, 2025.
3. **Fees**
 - a. **Service Fees.** The Subscriber will pay SkillPath for the Services as set forth in this SOW. All Service Fees are subject to applicable sales tax unless proof of tax exemption is provided.

LICENSE SCOPE

License Start Date	April 16, 2024
# of Subscription Months	12 months , beginning from the License Start Date and ending at midnight on April 15, 2025.
# of Licenses	5
License Limitation	Up to 5 License. During each contract year of this SOW, the number of individual persons registered with a License can be equal to or below the License Limitation. If the Licenses exceed the limit, then Subscriber will be subject to additional charges.

LICENSE SOLUTIONS

LXP Full On Demand Bundle	SkillPath Learning Experience Platform (LXP) provides Subscriber access to the SkillPath online learning management system where the Subscriber Users will access the full on-demand course library to complete self-paced professional development training.
LXP Branded Client Site	SkillPath will apply Subscriber's corporate branding guidelines to customize the LXP site.
LXP functionality	The platform provides Subscriber a learning management system. Subscribers who elect Off-Platform will be granted Administrator only access. Subscribers who elect On-Platform will be granted Administrator and Employee access. LXP functionality will vary based on the Subscriber selected Solution. LXP functions include but are not limited to browsing the library, selecting courses, setting assignments, delivering learning campaigns, messaging employees, tracking completions, badging, generating reports, Bulk Loading and SCORM exporting.

TECHNICAL REQUIREMENTS & HOSTING

Hosting / Learner Management System	Subscriber has selected On-Platform and to be hosted by SkillPath.
LXP Training & Support	SkillPath will deliver support and maintenance as stated in the Subscription Agreement Sections 5 and 6, as well as the Standard Terms and Conditions Sections 8 and 9.
End User Technical Specification	LXP is a cloud-based solution and can be accessed with any device using a current/supported browser. Support: SCORM Export 1.2 and 2004 (v4) player packages

ANNUAL LICENSE FEE

Platform and Content License Fee	\$1,160.00
Discount History	Platform and Content License Fee: • LXP Full was reduced from \$1,275 per year to \$1,160 per year.
Invoicing	License fees will be invoiced at the start of the contract year with the first invoice issued on the License Start Date. Payment is due in full upon receipt of invoice.

PAYMENT CONTACTS

Subscriber Invoicing	Invoicing Contact: Leslie Forest (lforest@neoshomo.gov 417-451-8050 x106) Invoicing Address: City of Neosho 203 E Main Street Neosho, MO 64850
SkillPath Invoicing	Accounts Receivable SkillPath 6900 Squibb Rd. Mission, KS 66202 800-873-7545 esaccounts-receivable@skillpath.com

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

THE GRACELAND COLLEGE CENTER FOR PROFESSIONAL DEVELOPMENT AND LIFELONG LEARNING INC., D/B/A SKILLPATH

By: _____

Name: Micah Rigler
Title: Sales Manager

CITY OF NEOSHO, MISSOURI

By: _____

Name: Richard Davidson
Title: Mayor

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-25: Canvassing the Returns of the Municipal Election held on April 2, 2024, UNDER EMERGENCY MEASURE, 1st, 2nd and 3rd Readings.

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

- 1. Bill No. 2024-25 Canvass of returns of Council Election.4.02.2024
- 2. City of Neosho Certified Results April Election

PURPOSE:

To canvas the election results from the April 2, 2024 election.

BACKGROUND:

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

FOR ONE COUNCIL MEMBER FOR A TERM OF THREE-YEARS FOR WARD 1

All Voting Precincts	TOTAL
Ashton Robinson	66
Write-Ins	4

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

All Voting Precincts	TOTAL
Charles Collinsworth	325
Jacob Evans	169
Write-Ins	2

RECOMMENDATION:

Staff recommends approving Bill No. 2024-25, under emergency measure.

THE SAME BEING AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, CANVASSING THE RETURNS OF THE MUNICIPAL ELECTION HELD TUESDAY, APRIL 2, 2024, SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY, CANDIDATES FOR THE OFFICE OF CITY COUNCIL MEMBER FOR WARD 1 AND AT LARGE AND DECLARING THE RESULTS THEREOF UNDER EMERGENCY MEASURE SO AS TO COMPLY WITH PROVISIONS OF THE CITY CHARTER.

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

Section 1: It is found and determined that on April 2, 2024, the City of Neosho held and conducted a valid and proper Municipal Election for the purpose of electing One (1) at large (general) council member (three (3) year term) and One (1) ward 1 council member (three (3) year term) and that the Election Authority did make return thereof to the City Clerk as to the count and findings.

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

FOR ONE COUNCIL MEMBER FOR A TERM OF THREE-YEARS FOR WARD 1

All Voting Precincts	Total
Ashton Robinson	66
Write-In	4

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

All Voting Precincts	Total
Charles Collinsworth	325
Jacob Evans	169
Write-In	2

Section 3: That Ashton Robinson-Ward 1 (three (3) year term) and Charles Collinsworth-At Large (three (3) year term), having received the highest number of votes cast, are hereby declared to be the duly and properly elected Council Members.

Section 4: This ordinance is passed as an emergency measure due to Charter provisions requiring the council to organize on the 16th day of April 2024.

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

APPROVED after final passage this 16th day of April 2024.

{Signatures on Next Page.}

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

Election Summary Report

General Election
NEWTON COUNTY
April 02, 2024

Summary for: City of Neosho Councilman At-Large, City of Neosho Councilman Ward 1, All Precincts, All Tabulators, All Counting Groups

Official Results as Certified on this 5th day of April 2024 by
Tami Owens, Newton County Clerk

Tami Owens Election Clerk

Voters Cast: 3,139 of 40,791 (7.70%)

City of Neosho Councilman At-Large (Vote for 1)

		Total	
Times Cast		517 / 7,480	6.91%
Candidate	Party	Total	
Charles Collinsworth		325	
Jake Evans		169	
Total Votes		494	
		Total	
Unresolved Write-In		2	

City of Neosho Councilman Ward 1 (Vote for 1)

		Total	
Times Cast		95 / 1,920	4.95%
Candidate	Party	Total	
Ashton Robinson		66	
Total Votes		66	
		Total	
Unresolved Write-In		4	



TAMI OWENS
COUNTY CLERK

COURTHOUSE, NEWTON COUNTY MISSOURI
OFFICE OF NEWTON COUNTY CLERK
P.O. BOX 488
NEOSHO, MO 64850

PHONE (417)-451-8221
FAX (417)-451-7434

April 5, 2024

CITY OF NEOSHO
203 EAST MAIN ST.
NEOSHO, MO 64850

RE: Certification of the April 2, 2024 Municipal Election

Pursuant to Election Law RSMo 115.124.

I, Tami Owens, Election Authority of Newton County, Missouri do hereby certify that the results for the April 2, 2024, Municipal Election are as follows:

CITY OF NEOSHO COUNCILMAN AT-LARGE
(Vote for 1)

CHARLES COLLINSWORTH	325
JAKE EVANS	169

CITY OF NEOSHO COUNCILMAN WARD 1
(Vote for 1)

ASHTON ROBINSON	66
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IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the county at my office in Neosho, Missouri on this 5th day of April 2024.

TAMI OWENS, Election Authority

Newton County, Missouri

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: 2024 Slurry Seal Project

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bids recieved for 2024 Slurry Seal Project

PURPOSE:

Request council approval for the 2024 Slurry Seal project bids.

BACKGROUND:

This bid is for street improvements by slurry seal. City streets that have been crack-sealed in the past 3 years will have the addition of a slurry seal that will preserve and improve the current asphalt. This project includes nearly 5 miles of road.

We sent out four bids and advertised them on the City's website. We received 2 back.

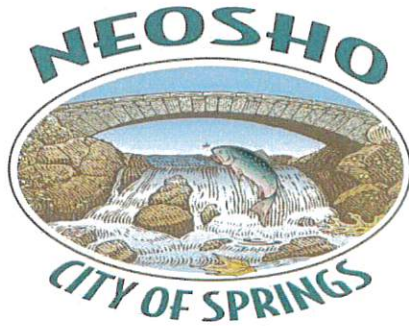
Vance Brothers \$3.40 per sqyd. Total cost \$258,087.20

Pavement Management, LLC \$3.68 per sqyd. Total cost \$279,341.44

We have budgeted \$200,000 for these improvements. 2.34 miles of this project is within the TDD. TDD funds are available to cover the overage.

RECOMMENDATION:

City Staff recommends the council approve the bid from Vance Brothers Inc. for the project amount of \$258,087.20.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, April 10th, 2024, 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: 2024 Slurry Seal Project

Please label the envelope: 2024 Slurry Seal Project

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

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

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

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

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

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

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

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,

Nate Siler
Public Works Director
Neosho, MO

SPECIFICATIONS

Street Specifications

2024 Slurry Seal Project

Materials

Type II Slurry Seal shall be consisting of a mixture of emulsified asphalt, mineral aggregate and water, properly proportioned, mixed, and spread in accordance with the Recommended Performance Guideline for Emulsified Asphalt Slurry Seal published by the International Slurry Surfacing Association.

Traffic Control

Adequate means shall be provided to protect the Slurry Seal from damage by traffic until such time that the mixture has cured sufficiently so that the Slurry Seal will not adhere to or be picked up by the tires of vehicles. The contractor shall provide signs, barricades, and flagmen necessary to control traffic around the area under construction. Application of the slurry seal shall be suspended early enough each day to permit traffic to safely travel over the completed work before dark. Any damage done by traffic to the slurry seal shall be repaired by the contractor at the contractor's expense.

Notification of Residents

The contractor shall be responsible for notification of the residents who will be affected by the application of the slurry seal. Notification shall be by leaflet or door hangers. The notification shall include the date of application, approximate time of application, and restricted traffic time for proper curing. Notice shall be given no later than 5:00 pm on the day preceding the application.

Method of Measurement

The area of the slurry seal shall be measured upon completion of the application.

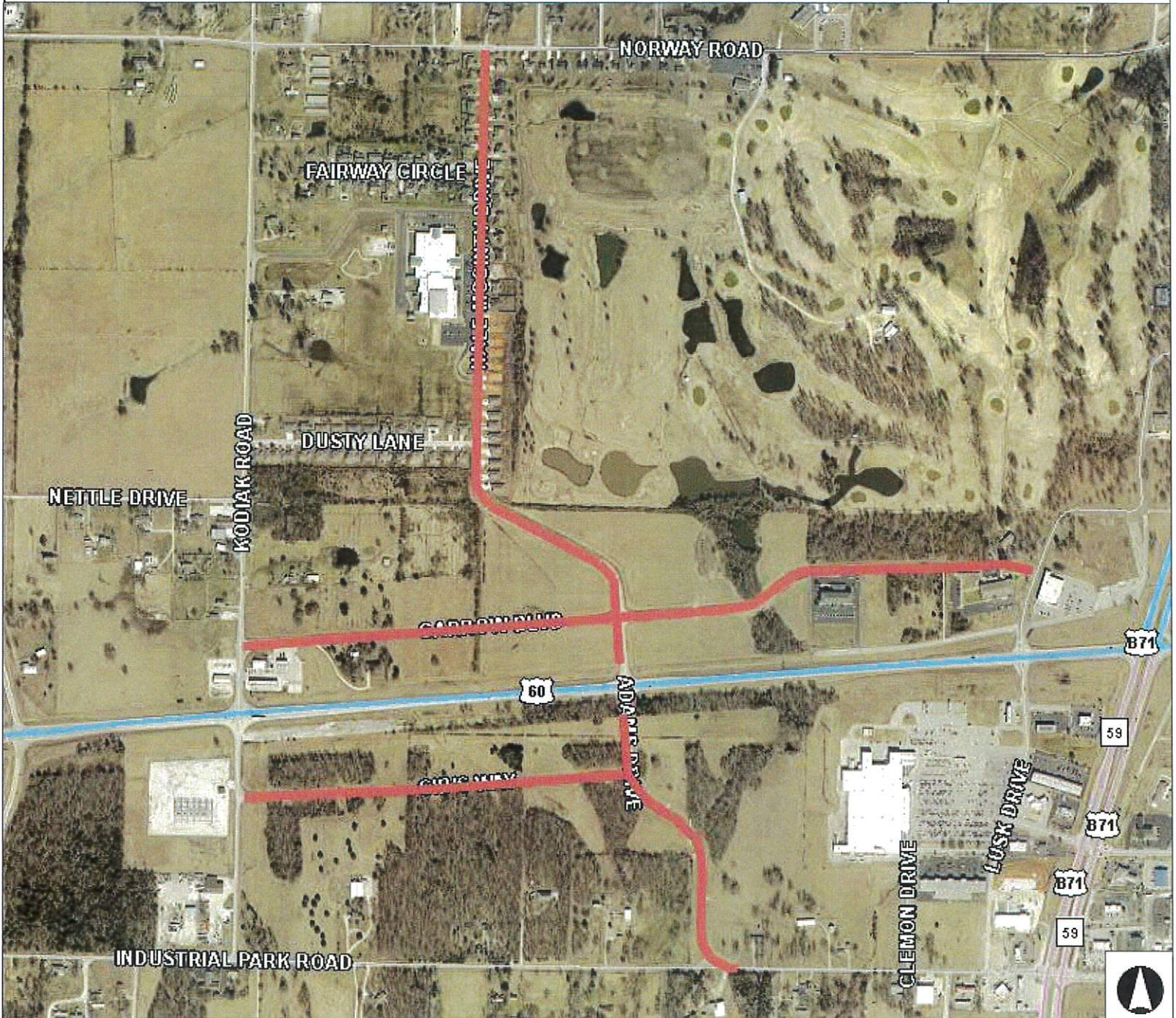
Payment

The amount of complete and accepted work, measured as provided above, shall be paid for at the contract unit price bid per square yard which shall be full compensation for furnishing all materials, for all labor, tools, equipment, and incidentals necessary to complete the work.

SCOPE OF WORK

<u>STREET</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>TOTAL SQ FT</u>	<u>TOTAL SQ YD.</u>
1. Ridgewood Cr	600'	25'	15,000'	1,667
2. Breckenridge	680'	26'	17,680'	1,965
3. Major Ln	860'	26'	22,360'	2,484
4. Malcolm Mosby	5,200'	25'	130,000'	14,445
5. Lazyboy Dr	4,415'	22'	97,130'	10,792
6. Adams Dr	1,755'	35'	61,425'	6,825
7. Adams/Hale McGinty	3,975'	35'	135,150'	15,017
8. Gibs Way	2,280'	30'	68,400'	7,600
9. Garrow Blvd	4,355'	30'	130,650'	14,516
10. S Lincoln St	1,245'	26'	32,370'	3,597
<u>Total Sqyd</u>				<u>75,908</u>

Neosho, MO



Legend

Road

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

— Railroad

1,600.0 0 800.00 1,600.0 Feet

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

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

+

 Railroad

1,600.0 0 800.00 1,600.0 Feet

Notes

Lazyboy Dr.

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Neosho, MO



Legend

Road

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

—+— Railroad

400.0 0 200.00 400.0 Feet

Notes

Major LN and Breckenridge

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
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- County Roads / City Streets

+ Railroad

1,600.0 0 800.00 1,600.0 Feet

Notes

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Neosho, MO



Legend

Road

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

—+— Railroad

400.0 0 200.00 400.0 Feet

Notes

Ridgewood Cr

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

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Neosho, MO



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

Notes



1: 3,751

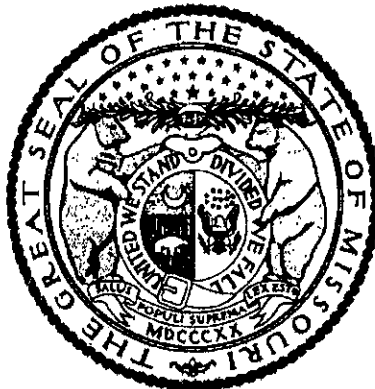


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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 073
NEWTON COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$27.82
Boilermaker	\$28.27*
Bricklayer	\$50.94
Carpenter	\$43.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$34.46
Plasterer	
Communications Technician	\$28.27*
Electrician (Inside Wireman)	\$47.04
Electrician Outside Lineman	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.27*
Glazier	\$28.27*
Ironworker	\$28.27*
Laborer	\$39.33
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.27*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.58
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$28.27*
Plumber	\$49.13
Pipe Fitter	
Roofer	\$41.52
Sheet Metal Worker	\$49.42
Sprinkler Fitter	\$28.27*
Truck Driver	\$28.27*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.27*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.73
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.27*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

BID FORM

Description: (To be completed by bidding party)

Slurry Seal to contract specifications for approximately
75,908 Square Yards.

Price(s) for unit(s) meeting enclosed specifications: \$3.40 per square yard

F.O.B. Neosho, MO

Projected Start Date: July 1st, 2024

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

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

COMPANY: Vance Brothers, Inc.

SIGNED BY:

Shawn Bros

Shawn Bros, Vice President

ADDRESS:

Po Box 300107, 5201 Brighton Ave.

Kansas City, MO 64130

EMAIL:

asewell@vancebrothers.com

PHONE:

816-923-4325

VANCE BROTHERS INC
CORPORATE SEAL
MISSOURI
VANCE BROTHERS INC (816) 923-4325

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Jackson)

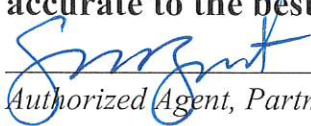
Now this 8th day of April, 2024, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of
Vance Brothers, Inc. (name of Corporation, LLC, sole proprietorship, or partnership)
3. I am authorized to make this affidavit on behalf of
Vance Brothers, Inc.. (Name of business entity, same as above)
4. I state and affirm that Vance Brothers, Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Vance Brothers, Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

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

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

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


Authorized Agent, Partner, Owner or Officer Shawn Brost, Vice President

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

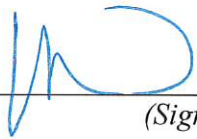
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**


Human Relations Director Julai Kruckow, HR Director

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



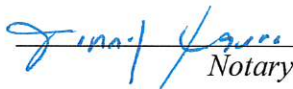
FURTHER THE AFFIANT SAYETH NOT



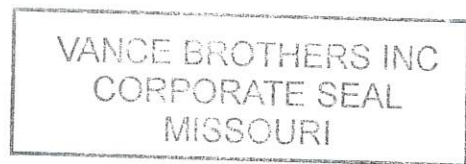
(Signature)

On this 8th day of April in the year 2024, before me, Jennifer Segura
a Notary Public in and for said State, personally appeared Julia Kruckow, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

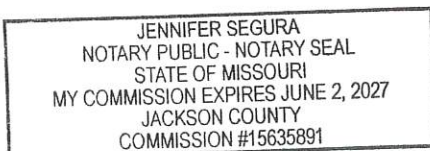


Notary Public



VANCE BROTHERS INC (816) 923-4325

My Commission Expires June 2, 2027



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Vance Brothers, Inc.

5201 Brighton Avenue P O Box 300107, Kansas City, MO 64130-0107

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Neosho MO

203 E. Main Street, Neosho, MO 64850

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Slurry Seal Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of April, MISSOURI, 2024

VANCE BROTHERS INC
CORPORATE SEAL
MISSOURI

VANCE BROTHERS INC (816) 923-4325

Vance Brothers, Inc.

(Principal)

Shawn Brost
Vice President

By:

(Title)

Arthur Sewell
Arthur Sewell
Asst. Secretary
(Witness)



Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

C. LaVonne Engeman
Attorney-in-Fact C. LaVonne Engeman

(Title)

Surety Phone No. 617-357-9500

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint G. LaVonne Engeman all of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Neosho MO

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of April, 2024.



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

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of April, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Mid-America 9200 Ward Pkwy Suite 500 Kansas City MO 64114	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 816-708-4600 FAX (A/C, No): 816-203-4425 E-MAIL ADDRESS: HUB-KC.Certificates@HUBInternational.com												
INSURED Vance Brothers, Inc. 5201 Brighton Kansas City MO 64130	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Travelers Property Casualty Company of America</td><td>NAIC # 25674</td></tr><tr><td>INSURER B: Missouri Employers Mutual Insurance Company</td><td>10191</td></tr><tr><td>INSURER C: Argonaut Insurance Company</td><td>19801</td></tr><tr><td>INSURER D: The Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER E: The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER F: Previsor Insurance</td><td>21776</td></tr></table>	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674	INSURER B: Missouri Employers Mutual Insurance Company	10191	INSURER C: Argonaut Insurance Company	19801	INSURER D: The Travelers Indemnity Company of America	25666	INSURER E: The Travelers Indemnity Company	25658	INSURER F: Previsor Insurance	21776
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INSURER E: The Travelers Indemnity Company	25658												
INSURER F: Previsor Insurance	21776												

COVERAGES**CERTIFICATE NUMBER:** 892861932**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOG OTHER:	Y	DT-CO-9M212947-IND-24	1/1/2024	1/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																			
MED EXP (Any one person)	\$ 10,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	810-9M352747-24-26	1/1/2024	1/1/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	CUP-9M422902-24-26	1/1/2024	1/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																			
AGGREGATE	\$ 10,000,000																			
	\$																			
B F C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	MEG102108616 PRV300004005 WC92906828551	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	<table><tr><td>☒ PER STATUTE</td><td>☐ OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE	☐ OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE	☐ OTHER																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2024 Slurry Seal Project; City of Neosho, Missouri is Additional Insured as respects the General, Auto and Umbrella Liability policies, coverage applies on a Primary, Non-Contributory basis.

CERTIFICATE HOLDER**CANCELLATION**City of Neosho, Missouri
203 E. Main Street
Neosho MO 64850

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THE FOLLOWING MEMORANDUM OF UNDERSTANDING IS HEREBY

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Vance Brothers, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 142617

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Vance Brothers, Inc.

John Yeldell

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date

BID FORM

Description: (To be completed by bidding party)

Slurry Seal STREETS Per 2024 Slurry Seal Project
Documents

75,908 SY @ \$368/SY \$27,931.44

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

\$3.68/SY

F.O.B. Neosho, MO

Projected Start Date: 6-1-24

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

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

COMPANY: PAVEMENT MANAGEMENT L.L.C.

SIGNED BY: Michael J

ADDRESS: PO Box 273

LEE'S Summit, MO 64063

EMAIL: MBENNEZ@PAVEMENT-MANAGEMENT.COM

PHONE: 816-246-5200



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Pavement Management, LLC

120 SW 2nd St

Lees Summit, MO 64063-2345

OWNER:

(Name, legal status and address)

City of Neosho

203 E Main St

Neosho, MO 64850-1812

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company

1900 South 18th Avenue

West Bend, WI 53095

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

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

2024 Slurry Seal Project

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

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

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

Init.

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User Notes:

(1496601206)

Signed and sealed this 10 day of April, 2024

Dawn Taylor
(Witness)

Miranda Welch
(Witness)

Pavement Management, LLC

(Contractor as Principal) (Seal) no seal

Michael Benner
(Title) Michael Benner - President

West Bend Mutual Insurance Company

(Surety) (Seal)

Nicole M Johnson
(Title) Nicole M Johnson, Attorney-In-Fact

Init.

Bond No. 2570761

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Nicole M Johnson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

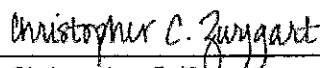
Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

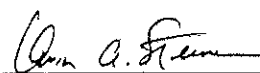
In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest



Christopher C. Zwygart
Secretary



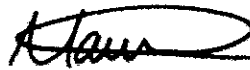


Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



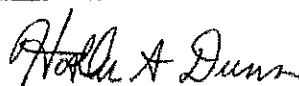


Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of April, 2024.





Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Jackson)

Now this 9th day of April, 2024, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

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

PAVEMENT MANAGEMENT LLC (name of Corporation, LLC, sole
proprietorship, or partnership)

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

PAVEMENT MANAGEMENT LLC. (Name of business entity, same as above)

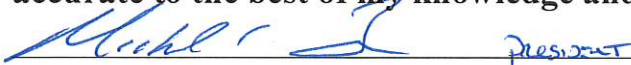
4. I state and affirm that PAVEMENT MANAGEMENT LLC is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department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

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

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

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

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

 President
Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

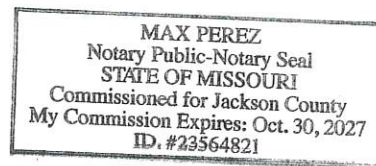
FURTHER THE AFFIANT SAYETH NOT

Michael C
(Signature)

On this 9th day of April in the year 2024, before me, MAX PEREZ
a Notary Public in and for said State, personally appeared Michael C Zamora, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

Max Perez
Notary Public



My Commission Expires 10/30/27



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
120 W. 12th Street, Suite 1000
Kansas City MO 64105-1938

License#: 8015252
PAVEMAN-01

INSURED
Pavement Management LLC
P O Box 273
Lees Summit MO 64063

CONTACT NAME: Jen Pellegrino

PHONE (A/C No. Ext): 816-842-4800

FAX (A/C No.): 816-472-5018

E-MAIL ADDRESS: jpellegrino@thomasmcgee.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Illinois Union Insurance

27960

INSURER B: FCCI INSURANCE GROUP *

10178

INSURER C: Monroe Guaranty Insurance Company

32506

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 933492675

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		CPF 100077579 01	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CA 100077580 01	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE		UMB 100077582 01	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	WC 100077581 01	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Pollution Liability ☐ Equipment Floater		CPY G71808683 004 CPF 100077579 01	6/1/2023 6/1/2023	6/1/2024 6/1/2024	Limit Leased/Rented Limit 1,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Slurry Seal Mix Design ISSA A105 Design Technical Bulletin

Date: June 6, 2022

Project No: VB 060122-102

Mix Type/Specification:
ISSA Type II Slurry Seal

For: Pavement Management



**SUBJECT: Slurry Seal with Vance Brothers' CSS-1H Emulsion and Tightwad
ISSA Type II Aggregate, VB #060122-102**

Samples of asphalt emulsion and aggregate were received in the lab for evaluation for use in a Slurry Seal application. The guideline used in the evaluation was the "ISSA Recommended Performance Guidelines for Emulsified Asphalt Slurry Seal" as given in their A105 Design Technical Bulletin. All test results reported in the attached tables conform to the specifications set forth in these guidelines.

The CSS-1H emulsion and emulsion residue meet the requirements of AASHTO M208 and ASTM D2397. Aggregate analysis consisted of wet sieve, gradation and sand equivalent determination. The aggregate met the ISSA Type II specification. The results of the tests performed on the aggregate are in Table 1. Aggregate test results from the aggregate supplier are in Table 2.

A series of mix time and cohesion tests were performed to achieve mix optimization in the lab. The wet track abrasion, lateral displacement, and classification compatibility tests were performed in order to characterize the system performance. Results from the tests specified in the attached tables met or exceeded the limits given in the A105 guidelines.

The final emulsion formulation and the resulting emulsion properties appear in Tables II and III. The mix formulation appears in Table IV and all required system tests results appear in Table V.

While these results were quite favorable, they were achieved under laboratory conditions. Aggregate and asphalt samples utilized in this evaluation may or may not be representative of the materials used in the field. Variations in those materials, production equipment, and environmental conditions at the time of application sometimes require adjustments in formulations to maintain optimum product performance.

Julie Tracy
Test performed by: Julie Tracy
Lab Mix Technician
Vance Brothers Inc.

Jason Davis
Approved by: Jason Davis
Technical Director
Vance Brothers Inc.

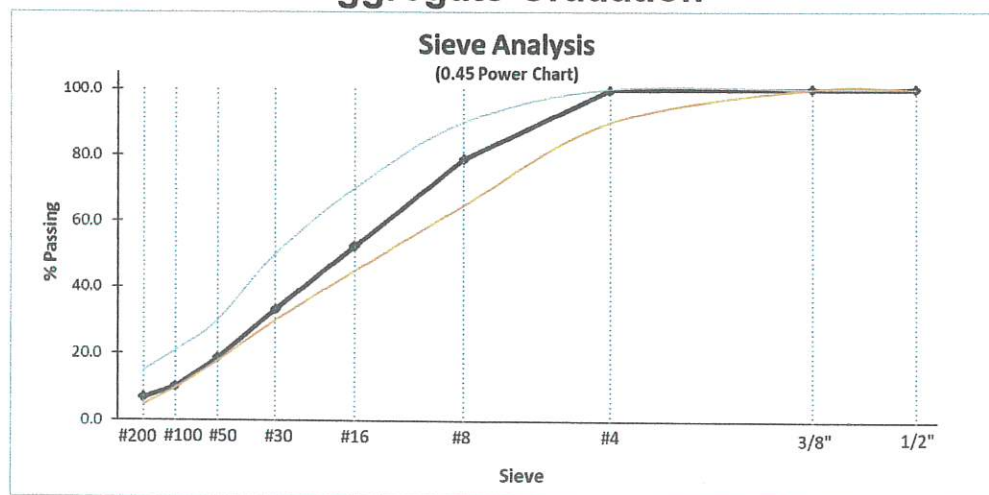
Project VB060122-102 cont'd.

Table 1
Aggregate Analysis

SIEVE #	ISSA TYPE II SPECIFICATIONS	% PASSING
3/8"	100	100
4	90-100	100
8	65-90	79
16	45-70	52
30	30-50	33
50	18-30	19
100	10-21	10
200	5-15	6.9

TEST	ISSA SPECIFICATION	RESULT
Sand Equivalent	45+	75

Chart 1
Aggregate Gradation



Page 2 of 4

Table 2
Aggregate Supplier Test Results

TEST		RESULTS
Sand Equivalency	(AASHTO T-176)	75
LA Abrasion	(AASHTO T-96)	31 (average)
Soundness	(AASHTO T-104)	1.8 (average)

Table 3
Slurry Seal Emulsion Test Results

TEST PROCEDURE	RESULTS
Residue, %	65.5
Sieve, %	.0037

Table 4
Slurry Seal Job Mix Formulation

COMPONENT	PERCENTAGE, ON DRY AGGREGATE BASIS
Type I Portland Cement	1.0 +/- 1.0
Total Water	7.0 +/- 1.0
Emulsion	15.0 +/- 1.0
Aggregate: ISSA Type II (Tightwad)	100.0

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Public Hearing for Road Closure: North Lincoln

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Public Hearing for Road Closure: Adams Street

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-33: Declaring Public Necessity to Acquire 324 Fain Avenue...UNDER EMERGENCY MEASURE...1st, 2nd, and 3rd Readings

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2024-33 Neosho declaring public necessity to acquire property- Fain

PURPOSE:

BACKGROUND:

RECOMMENDATION:

AN ORDINANCE of the City of Neosho declaring a public necessity to acquire, by condemnation, land necessary for the Neosho Stormwater System Improvement Project and authorizing the filing of the appropriate action in the Circuit Court of Newton County, Missouri, to acquire all interest necessary for said project, and containing an emergency provision.

WHEREAS, the City of Neosho, Missouri, has undertaken an engineering study to determine appropriate improvements for the stormwater system within and without the City of Neosho, Missouri, for the benefit of those within and without the City of Neosho, Missouri; and

WHEREAS, the public necessity exists to acquire, by condemnation, the land and rights necessary for the stormwater system project located within and without the City of Neosho, Missouri; and

WHEREAS, the City of Neosho, Missouri, has attempted in good faith to negotiate with the property owners and those who have claimed or do claim an interest in the property described herein, but have been unable to agree on what compensation, if any, should be paid as a result of the acquisition of said land and/or for those property owners to complete performance for sale of the property; and

WHEREAS, the City of Neosho, Missouri, has complied, or will comply, with the provisions of V.A.M.S. §§523.250 and 523.253, as well as 24 CFR § 983.7 relating to the negotiation in good faith to acquire said interest and relocation assistance for displaced person.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Neosho, Missouri, as follows:

Section 1. That the City Council does hereby declare a public necessity for the acquisition of land necessary for the Neosho stormwater system project located within and without the City of Neosho, Missouri.

Section 2. That after good faith negotiations, the City has been unable to acquire appropriate interests in the land owned by Bobbie Bohner, Kelly Gresham, Kerry Hernaiz and Lenny Smith and legally described as:

That part of the South Half of Lot 1 of Northwest Fractional Quarter of Section 30, Township 25, Range 31, beginning at a point on the North line of Fain Street in Neosho, and the East line of Pineville Road, (now known as Lafayette Street), said point being 303 feet 4 inches Southerly from the Southwest Corner of Gibson's Subdivision to Neosho; thence East along the North line of Fain Street 410.8 feet to the point of beginning of tract herein conveyed; thence Northeasterly 132 feet to point 409 feet East of East line of Pineville Road; then East 163 feet to the West line of Kansas City Southern Railroad right of way; thence Southwesterly along said right of way to North line of Fain Street; thence West 135.8 feet to beginning.

Section 3. That the City Council, as the governing body, does hereby instruct the City Attorney, after complying with the appropriate provisions of V.A.M.S. §§523.250 and 523.253

and 24 CFR § 983.7, to acquire said land by condemnation through the filing of the appropriate pleading in the Circuit Court of Newton County, Missouri, seeking to acquire said interest.

Section 4. That the City hereby declares that this Ordinance, being an Ordinance relating to the immediate preservation of the public peace, property, health, safety or morals, is considered an emergency within the meaning of Section 2.18(1) of the Home Rule Charter of the City of Neosho, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-22: Changes to the Fence Requirements City Code 405.225

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-22 Replace Ch 405.225 (C)(D) Fences Abutting Residential
 2. Fence Ordinance 405.225 CURRENT
 3. Fence Ordinance 405.225 (With Amendments Shown)
-

PURPOSE:

The purpose of this item is to gain the council's approval of changes to the city's Fence Requirements ordinance (405.225).

BACKGROUND:

This item is to remove ambiguity in the fencing height required between commercial districts and residential districts. It would require a minimum fence height of six feet between them. This matter had a public hearing before the Planning and Zoning Commission on April 9, 2024, after proper public notice. There were no members of the public in attendance for the fencing ordinance. The proposed changes to the ordinance were accepted by the Planning and Zoning Commission. Proper public notice has been given for the public hearing tonight.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor's signature.

AN ORDINANCE of the City of Neosho repealing and replacing Section 405.225 Fence Requirements, Paragraphs (C) and (D) of the Code of Ordinances for the City of Neosho.

WHEREAS, a public hearing was held on April 6, 2024, by the Planning and Zoning Commission for the City of Neosho concerning changes to part of Section 405.225 (C) and (D); and

WHEREAS, a public hearing was held on April 15, 2024, by the City of Council for the City of Neosho concerning changes to part of Section 405.225 (C) and (D); and

WHEREAS, it has been determined by the City Council for the City of Neosho that said that changes to Section 405.225 (C) and (D) is in the best interest of the City.

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

Section 1. That Chapter 405 Zoning Regulations, Article III Additional Regulations, Section 405.225 Fence Requirements, Paragraphs (C) and (D) are repealed in their entirety and new Paragraphs (C) and (D) of Section 405.225 is hereby adopted to read as follows:

“Section 405.225 Fence Requirements”

“C. Fence Regulations For All "C" (Commercial) Districts.”

- “1. All trash, grease or recyclable containers must be completely screened and said screening shall be a minimum of six (6) feet in height.
2. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
3. Fencing is required when commercial districts abut a residential property.
4. All fencing abutting residential districts must be solid in nature, constructed of masonry, vinyl or wood and a minimum of six (6) feet in height and not to exceed eight (8) feet in height unless sufficient security concerns and standards for neighborhood aesthetics are satisfied as determined by the Director of Development Services.”

“D. Fence Regulations For All "M" (Industrial) Districts.”

- “1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
2. Fencing is required when commercial districts abut a residential property.
3. All fencing abutting residential districts must be solid in nature constructed of masonry, vinyl or wood and a minimum of six (6) feet in height and not to exceed eight (8) feet in height unless sufficient security concerns and standards for neighborhood aesthetics are satisfied as determined by the Director of Development Services.”

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

Section 3. This Ordinance shall be effective , 2024.

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

Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

405.225 Fence Requirements.

[Ord. No. 28-2018, 9-4-2018]

A. General fence provisions shall apply to all Zoning Districts:

1. A building permit shall be required for the construction of any fence within the City of Neosho.
2. No fence or wall shall be constructed or altered to exceed six (6) feet in height.
3. It shall be unlawful for any person to paste, stick or put upon any fence or wall within the City any indecent, obscene, immoral or grossly written words or material.
4. No person shall erect any fence that is made of razor, barbs or strand wire except within an AG, M (Industrial) or Towers Zoning District.
5. No person shall erect any fence or enclosure of which any part is charged with or designed to be charged with an electrical current except within an AG Zoning.
6. In the case of fences constructed over dedicated utility easements, the City shall not be responsible for the replacement of said fence due to its removal. It is required that the property owner contact the Public Works Department or developer for location of above-mentioned easements.
7. In no case shall a fence be erected so as to enclose or block a storm water catch basin, culvert, or other storm water structure in any development.
8. All fencing must be maintained in good condition at all times.

B. Fence Regulations For "R" (Residential) Districts.

1. The owners of residential properties shall be responsible for maintaining said fences and to remove any fence which becomes unsightly or a menace to public safety, health or welfare.
2. In no case shall any front yard be enclosed by a privacy fence making the front yard not visible to the street.
3. Ornamental dividers, plastic chains, posts or like materials erected along driveways or sidewalks shall not be considered a fence.
4. Private swimming pools, hot tubs and spas containing water more than twenty-four (24) inches in depth shall be completely surrounded by a fence or barrier at least forty-eight (48) inches in height.

C. Fence Regulations For All "C" (Commercial) Districts.

1. All trash, grease or recyclable containers must be completely screened and said screening shall be a minimum of six (6) feet in height.
2. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
3. Fencing is required when commercial districts abut a residential property.
4. All fencing abutting residential districts must be solid in nature, constructed of masonry, vinyl or wood.

D. Fence Regulations For All "M" (Industrial) Districts.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
2. Fencing is required when commercial districts abut a residential property.
3. All fencing abutting residential districts must be solid in nature constructed of masonry, vinyl or wood.

E. Fence Regulations For "T-1" Towers District.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.

405.225 Fence Requirements.

[Ord. No. 28-2018, 9-4-2018]

A. General fence provisions shall apply to all Zoning Districts:

1. A building permit shall be required for the construction of any fence within the City of Neosho.
2. No fence or wall shall be constructed or altered to exceed six (6) feet in height.
3. It shall be unlawful for any person to paste, stick or put upon any fence or wall within the City any indecent, obscene, immoral or grossly written words or material.
4. No person shall erect any fence that is made of razor, barbs or strand wire except within an AG, M (Industrial) or Towers Zoning District.
5. No person shall erect any fence or enclosure of which any part is charged with or designed to be charged with an electrical current except within an AG Zoning.
6. In the case of fences constructed over dedicated utility easements, the City shall not be responsible for the replacement of said fence due to its removal. It is required that the property owner contact the Public Works Department or developer for location of above-mentioned easements.
7. In no case shall a fence be erected so as to enclose or block a storm water catch basin, culvert, or other storm water structure in any development.
8. All fencing must be maintained in good condition at all times.

B. Fence Regulations For "R" (Residential) Districts.

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3. Ornamental dividers, plastic chains, posts or like materials erected along driveways or sidewalks shall not be considered a fence.
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1. All trash, grease or recyclable containers must be completely screened and said screening shall be a minimum of six (6) feet in height.
2. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
3. Fencing is required when commercial districts abut a residential property.
4. All fencing abutting residential districts must be solid in nature, constructed of masonry, vinyl or wood and a minimum of six (6) feet in height and not to exceed eight (8) feet in height unless sufficient security concerns and standards for neighborhood aesthetics are satisfied as determined by the Director of Development Services.

D. Fence Regulations For All "M" (Industrial) Districts.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
2. Fencing is required when commercial districts abut a residential property.
3. All fencing abutting residential districts must be solid in nature constructed of masonry, vinyl or wood and a minimum of six (6) feet in height and not to exceed eight (8) feet in height unless sufficient security concerns and standards for neighborhood aesthetics are satisfied as determined by the Director of Development Services.

E. Fence Regulations For "T-1" Towers District.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Access Agreement with The Boeing Company, a Delaware Corporation, for the purpose of allowing access to add location and continue monitoring wells and soil vapor probes; 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 Access Agreement by and between the City of Neosho, Missouri, and The Boeing Company, a Delaware Corporation, for the purpose of adding locations for monitoring wells and soil vapor probes, a true and accurate copy of said Access Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute said First Amendment to Access 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 _____.

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-30: Road Closure at North Lincoln

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-30 Neosho - Authorizing Closure of North Lincoln Street
 2. LOWER SCHOOL BRANCH ROAD CLOSURES
 3. LOWER SCHOOL BRANCH ROAD CLOSURES (far)
-

PURPOSE:

The purpose of this item is to gain council's approval of closure of North Lincoln Street between West Adams Street and Grant Street for the purpose of building a stormwater drainage system.

BACKGROUND:

After proper public notice was made and this item was presented to the Planning and Zoning Committee on April 9, 2024. A public hearing was held, no members of the public voiced any objections during the hearing. The matter was taken up by the Planning and Zoning Committee and the North Lincoln Street closure was approved.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor to sign the ordinance.

AN ORDINANCE of the City of Neosho authorizing the closure of North Lincoln Street between the intersection of North Lincoln Street and West Adams Street to the intersection of North Lincoln Street and Grant Street in the City of Neosho for the purpose of constructing and maintaining improvements to the City stormwater system.

WHEREAS, it is necessary for the public safety, health and welfare to construct and maintain improvements to the stormwater system for the City of Neosho; and

WHEREAS, the area of improvement to the stormwater system is along North Lincoln Street between the intersection of North Lincoln Street and West Adams Street to the intersection of North Lincoln Street and Grant Street in the City of Neosho; and

WHEREAS, a public hearing was held on April 6, 2024, by the Planning and Zoning Commission for the City of Neosho concerning said street closure; and

WHEREAS, it has been determined by the City Council for the City of Neosho that said street closure is in the best interest of the City.

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

Section 1. That the City of Neosho public street of North Lincoln Street between the intersection of North Lincoln Street and West Adams Street to the intersection of North Lincoln Street and Grant Street in the City of Neosho be closed for the purpose of constructing and maintaining improvements to the City stormwater system.

Section 2. That said public street shall remain closed for the purpose of continued used and future maintenance of the City stormwater system to promote public safety, health and welfare in the City.

Section 3. That City of Neosho personnel are authorized to take necessary actions to ensure said public street is closed safely and to remain closed until further action by the City Council.

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Neosho, MO



Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

237.5 0 118.76 237.5 Feet

1: 1,425



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

Neosho, MO



Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

1: 2,850



475.0 0 237.51 475.0 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-31: Road Closure between 505-518 West Adams Street

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-31 Authorizing Closure of West Adams Drive
 2. LOWER SCHOOL BRANCH ROAD CLOSURES
 3. LOWER SCHOOL BRANCH ROAD CLOSURES (far)
-

PURPOSE:

The purpose of this item is to gain council's approval of the closure of West Adams Street between the addresses of 505 and 518 for the purpose of building a stormwater drainage system.

BACKGROUND:

After proper public notice was made, this item was presented to the Planning and Zoning Committee on April 9, 2024. A public hearing was held. No members of the public voiced any objections during the hearing. The matter was taken up by the Planning and Zoning Committee and the West Adams Street closure was approved.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor to sign the ordinance.

AN ORDINANCE of the City of Neosho authorizing the closure of West Adams Street between 505 West Adams Street and 518 West Adams Street in the City of Neosho for the purpose of constructing and maintaining improvements to the City stormwater system.

WHEREAS, it is necessary for the public safety, health, and welfare to construct and maintain improvements to the stormwater system for the City of Neosho; and

WHEREAS, the area of improvement to the stormwater system is along the street of West Adams Street between 505 West Adams Street and 518 West Adams Street in the City of Neosho; and

WHEREAS, a public hearing was held on April 6, 2024, by the Planning and Zoning Commission for the City of Neosho concerning said street closure; and

WHEREAS, it has been determined by the City Council for the City of Neosho that said street closure is in the best interest of the City.

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

Section 1. That the City of Neosho public street of West Adams Street from 505 West Adams Street to 518 West Adams Street be closed for the purpose of constructing and maintaining improvements to the City stormwater system.

Section 2. That said public street shall remain closed for the purpose of continued used and future maintenance of the City stormwater system to promote public safety, health and welfare in the City.

Section 3. That City of Neosho personnel are authorized to take necessary actions to ensure said public street is closed safely and to remain closed until the same can be reopened.

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Neosho, MO



Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

1: 1,425



237.5 0 118.76 237.5 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN



1: 2,850



475.0 0 237.51 475.0 Feet

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REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-32: Annexation Procedure Ordinance Adoption

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-32 Amending Ch 440 - Annexation Procedures

PURPOSE:

The purpose of this item is to gain the council's acceptance of an ordinance for annexation procedure.

BACKGROUND:

The city is stepping up efforts requiring voluntary annexation of property into the city limits as consideration for connecting to city utilities. This item adopts the procedure for voluntary annexations.

RECOMMENDATION:

Staff recommends the council authorizes the mayor to sign the ordinance.

AN ORDINANCE of the City of Neosho amending Title IV Land Use of the Code of Ordinances by adding a new Chapter 440 Annexation Procedures to describe the process for Voluntary Annexations, for review by Planning and Zoning Commission, determination by the City Council and for approving of the land use classification for annexed property into the City of Neosho.

WHEREAS, having reviewed the Code of Ordinances for the City of Neosho, the City Council has determined to set out the procedures for voluntary annexation of unincorporated contiguous and compact areas to be annexed within the corporate limits of the City.

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

Section 1. That Title IV, Land Use of the Code of Ordinances is amended to add a new Chapter 440 Annexation Procedures to describe the process for Voluntary Annexations, for review by Planning and Zoning Commission, determination by the City Council and for approving of the land use classification for annexed property into the City of Neosho is hereby adopted to read as follows:

“Chapter 440 Annexation Procedures”

“Section 440.010 Purpose”

“This Chapter sets out the required review and approval procedures for unincorporated contiguous and compact areas to be annexed into the corporate limits of the City of Neosho.”

“Section 440.020 Voluntary Annexation – Application and Submittal”

“A complete application for the annexation of territory shall be submitted to the Neosho Development Services Director in a form established by the City (Annexation Application) along with a Verified Petition (Voluntary Annexation Petition), along with a non-refundable fee that has been established by the City to defray the cost of processing the application and petition. No application and petition shall be processed until the application and petition are complete and the required fee has been paid. The application and petition shall be made and shall be signed by all owners of all fee interests of record of all tracts of real property located within the area to be annexed. The petition shall include a legal description describing the boundary of the property requested for annexation. The City may enter an appropriate pre-annexation agreement which conditions annexation upon appropriate zoning.”

“Section 440.030 Review and Report – Neosho Development Services Director”

“The Neosho Development Services Director shall prepare a staff report that reviews the proposed annexation application for impact such annexation could have on surrounding areas within the corporate limits, the conforming nature of the area with the Comprehensive Plan and the proposed best land use classification. Such report shall be provided to the applicant at least five (5) days before the public hearing to be held by Planning and Zoning Commission. Public hearings before

Planning and Zoning Commission and the City Council shall be scheduled with such hearing before the City Council to be not sooner than fourteen (14) days nor later than sixty (60) days after the receipt of the annexation application and petition.”

“Section 440.040 Notice of Public Hearing”

- A. *“Newspaper Notice.* Notice of the time and place of the scheduled public hearing before the Planning and Zoning Commission and the City Council shall be published in a newspaper of general circulation at least fourteen (14) days prior to each public hearing, said notice to include the legal description of the property to be Annexed.
- B. *Written Notice.* The City will attempt to notify, by mail, all owners of property abutting the proposed territory to annexed and owners within 185 feet of said property.”

“Section 440.050 Review and Recommendation—Planning and Zoning Commission”

“All territory which may be annexed to the City shall be classified as a District R-1, First Dwelling House District until approval by the City Council for the best land use District. The Planning and Zoning Commission shall consider the annexation petition in light of the Comprehensive Plan, the comments of the public hearing and general needs of the City to include the proposed annexed area’s effect on surrounding land within the City. After such consideration, the Planning and Zoning Commission shall make a recommendation to approve or disapprove the annexation and for the land use classification district if other than District R-1, First Dwelling House District. The Planning and Zoning Commission recommendation shall be provided to the City Council and the applicant at least five (5) days before the meeting at which the City Council considers the annexation and land use classification, if applicable.”

“Section 440.060 Review and Action—City Council”

- A. “The City Council shall consider the annexation request at a public hearing during a regular meeting. After fourteen (14) days have elapsed since the holding of the public hearing, the City Council may approve (said approval to be by ordinance) the application and petition if it determines from the submitted evidence, public comment and testimony that:
 - 1. Due and legal notice has been given by publication and written as required herein;
 - 2. No private rights will be injured or endangered by the annexation and;
 - 3. The City has the ability to furnish normal and customary services to the area to be annexed within a reasonable time.
 - 4. The public will benefit and annexation is in the best interest of the City and thereby the application and petition should be approved and the land use classification that serves the best interest of the City be determined.”

“Section 440.070 Filing of Ordinance”

“After fourteen (14) days have elapsed from the public hearing for annexation the City Council shall take up an Ordinance to approve the annexation and land use classification if applicable. Any ordinance passed annexing territory into the corporate limits shall contain the legal description of the land to be annexed and shall instruct the City Clerk to cause three (3) certified copies of the ordinance to be filed with the County Clerk of Newton County, Missouri, and to cause a certified copy of the ordinance to be recorded in the office of the Newton County Recorder of Deeds. The ordinance shall be effective fifteen (15) days after final passage.”

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

Section 3. This Ordinance shall be effective [REDACTED], 2024.

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Resolution Bill No. 2024-21: Stormwater Grant through DNR-ARPA Funds_Mayor Authorization

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. RES. Bill No. 2024-21 Stormwater Grant through DNR-ARPA Funds

PURPOSE:

The purpose of this resolution is to gain council approval for Richard Leavens to sign required documents for the DNR-ARPA Stormwater Grant (Hatchery / Lower School Branch).

BACKGROUND:

This resolution confirms the designation of Richard Leavens' authority to sign documents for this grant by the new council and mayor. This grant was awarded in 2022 to construct stormwater structures in the areas of Lafayette Street and parts of the Lower School Branch.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor to sign the resolution.

RESOLUTION BILL NO. 2024-21

A RESOLUTION authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L, No, 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

WHEREAS under the terms of Section 602 (c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

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

Section 1. That Richard C. Leavens be and he is hereby authorized to execute and file an application(s) on behalf of the City of Neosho, Missouri with the State of Missouri for grant funding to aid in the completion of a stormwater project located at the lower School Branch and Lafayette Street to reduce flooding in Neosho.

Section 2. That Richard C. Leavens, Development Services Director, is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application, which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 16th day of April, 2024, by a vote of _____ Yes and _____ No.

CITY OF NEOSHO, MISSOURI

Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Resolution Bill No. 2024-22: Contract with Marion Construction Service Group for Auditorium Repairs

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2024-22 Contract with Marion Co. Const Serv Group - Auditorium Repair
 2. Agreement Neosho and Marion Co - Auditorium Repair
 3. Bid Documents for Auditorium Repairs
-

PURPOSE:

To approve the contract by resolution for renovations to the Neosho Municipal Auditorium.

BACKGROUND:

The city has recently replaced the roof on this facility since the roof has leaked for several years. However, it was determined a full replacement was needed. Since these repairs were made, it is time to repair damaged areas inside the facility relating to water damage. This contract addresses all the water-related issues as well as replacement of blinds and painting in certain areas.

RECOMMENDATION:

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

Resolution Bill No. 2024-22

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, approving 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 the repair of the Neosho Municipal Auditorium for the not to exceed price of Ninety-Six Thousand Two Hundred Thirty and 00/100 dollars (\$96,230.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for the repair of the Neosho Municipal Auditorium; and

WHEREAS, Marion Company, LLC, d/b/a Construction Services Group was awarded the bid on April 2, 2024.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

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 repair of the Neosho Municipal Auditorium for the not to exceed price of Ninety Six Thousand Two Hundred Thirty and 00/100 Dollars (\$96,230.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 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 repair on the Neosho Municipal Auditorium.
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 NINETY SIX THOUSAND TWO HUNDRED THIRTY & 00/100 DOLLARS (\$96,230.00), 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:

ATTEST:

City of Neosho, Missouri

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Cheyenne Wright

City Clerk

(SEAL)

ATTEST:

Name (Please Type)

By: _____

Name: Richard Davidson

Title: Mayor

CONTRACTOR:

Marion Company, LLC.

By: _____
Tyler Marion

Title

Address

BID FORM

Description: (To be completed by bidding party)

Base bid per provided specs. - \$96,230.00

Notes: Value Engineering options to decrease price can be discussed if necessary.

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

F.O.B. Neosho, MO

Projected Shipping Date: April 15, 2024

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Marion Company, LLC

ADDRESS: 12451 Highway 59

PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion - VP

AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Newton)

Now this 27th day of March, 2024, the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of Marion Company, LLC (name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of Marion Company, LLC. (name of business entity, same as above)
4. I state and affirm that Marion Company, LLC is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Marion Company, LLC does not knowingly employ any person
(name of business entity, same as above)
who is an unauthorized alien.
6. Further, Marion Company, LLC has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief. _____ Tyler Marion - VP

Authorized Agent, Partner, Owner or Officer

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

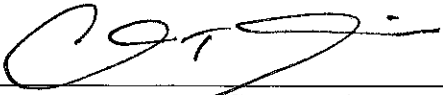
I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Debbie Abuzzo
Human Relations Director

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has

deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008

FURTHER THE AFFIANT SAYETH NOT

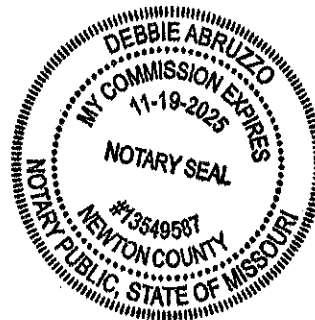

(Signature)

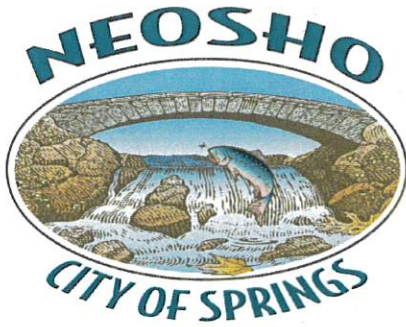
On this 27th day of March in the year 2024, before me, Debbie Abruzzo
a Notary Public in and for said State, personally appeared Tyler Marlon
__, known to me to be the person who executed the within affidavit, and acknowledged to me that he/s
he executed the same for the purposes therein stated.

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

Debbie Abruzzo
Notary Public

My Commission Expires November 19, 2025





City of Neosho

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

Bid packets mailed to the following vendors for BIDS:

Construction Services Group
Tyler Marion
12451 Highway 59
Neosho, MO 64850

Branco Enterprise
P. O. Box 459
Neosho, MO 64850

Burkhart Construction
P. O. Box 1787
Joplin, MO 64802

Mayberry Construction Inc
2024 East 32nd Street
Joplin, MO 64804

R E Smith
1036 West 2nd Street
Joplin, MO 64801

Crossland Construction
833 S East Ave
Columbus, KS 66725

Kenny Singer Construction Inc
P. O. Box 631
Aurora, MO 65605

March 6th
2024

Name	Company		
Colton Mariani	CSG		
Douglas Taylor	Premier Contracting		



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 27, 2024 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: Neosho Municipal Auditorium Repairs

Please label the envelope: Neosho Municipal Auditorium Repairs Bid Opening Wednesday, March 27, 2024 @10:00 a.m.

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

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. **There will be a MANDATORY pre bid meeting on Wednesday, March 6, 2024 at 10 a.m. located at the Neosho Municipal Auditorium at 109 West Main Street, Neosho, MO 64850**

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

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

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

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

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

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

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

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

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Neosho Municipal Auditorium Repairs:

Drywall repairs, as required, at various locations. Please refer to attached marked up drawings for reference only.

Paint defined areas where drywall repairs are to be completed.

Repair window shades at various locations where needed.

Miscellaneous repairs around windows, as required.

Replace the existing Southeast exterior exit door, frame and hardware (stair 111)

NOTES:

1. A mandatory site visit will be held on Wednesday, March 6, 2024 at 10 a.m. at the Neosho Municipal Auditorium located at 109 West Main Street, Neosho, MO
2. Prospective bidders are responsible for verifying exact quantities and footages. The quantities are for reference ONLY
3. Contractors shall be responsible for all costs to complete the defined scope of work.
4. Contractor will be responsible for all clean up and disposal of construction waste and debris.

Equipment Schedule:

Note:

This bid should include the start date for this project.

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

BY: _____

AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

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

1. I am more than 18 years of age.

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

3. I am authorized to make this affidavit on behalf of _____. (name of business entity, same as above)

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

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

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

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

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

Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

(Signature)

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

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

Notary Public

My Commission Expires



GENERAL NOTES

1. EXISTING DIMENSIONS ARE TO THE FACE OF WALLS.
2. CONSTRUCTION SHALL VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. EXISTING ELECTRICAL, MECHANICAL, PLUMBING, AND FIRE PROTECTION SHALL REMAIN UNLESS INDICATED OTHERWISE AND BE RELOCATED AS NECESSARY.
4. PROVIDE THE STAIRWAY AT NEW DECK ABOVE EXISTING STAIRWAY.
5. MAINTAIN MINIMUM OF 36" CLEARANCE ABOVE STAIRS.
6. MAINTAIN MINIMUM OF 36" CLEARANCE ABOVE STAIRS.
7. MAINTAIN MINIMUM OF 36" CLEARANCE ABOVE STAIRS.
8. ALL EXISTING CONCRETE OF LBS SHALL BE DEMOLISHED, EXCEPT AND RECONSTRUCTED CONCRETE AT EXISTING DECK, DECK, AND STAIRWAY AT INTERSECTION OF OFFICE BUILDING.
9. EXISTING CONCRETE SHALL BE RECONSTRUCTED AT EXISTING DECK, DECK, AND STAIRWAY.
10. PROVIDE DOOR STOP AT ALL EXISTING DOORS.
11. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.
12. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.
13. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.
14. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.

KEYED NOTES

1. EXISTING DIMENSIONS ARE TO THE FACE OF WALLS.
2. CONSTRUCTION SHALL VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
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13. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.
14. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.

FIRE PROTECTION LEGEND

1. EXISTING DIMENSIONS ARE TO THE FACE OF WALLS.
2. CONSTRUCTION SHALL VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. EXISTING ELECTRICAL, MECHANICAL, PLUMBING, AND FIRE PROTECTION SHALL REMAIN UNLESS INDICATED OTHERWISE AND BE RELOCATED AS NECESSARY.
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13. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.
14. PROVIDE EXISTING JOINT COVER AT ALL JOINTS IN WALLS.

ADDITION & RENOVATIONS TO OVID CENTER FOR CITY OF NEOSHO

MOOREHEAD
KROMM RIKIMARU AND JOHANSEN INC.
ARCHITECTS
9374 OLIVE BOULEVARD
ST. LOUIS, MISSOURI 63132

MISSOURI 6480-3008

A132

SHEET NUMBER

FIRST & SECOND FLOOR PLANS

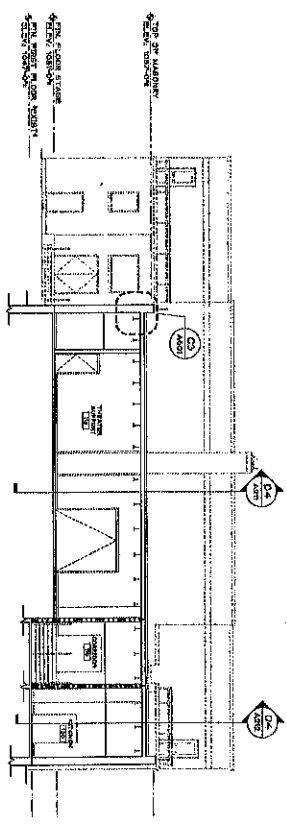
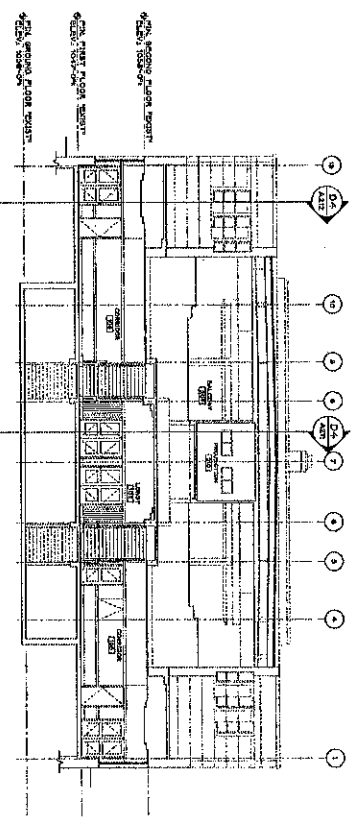
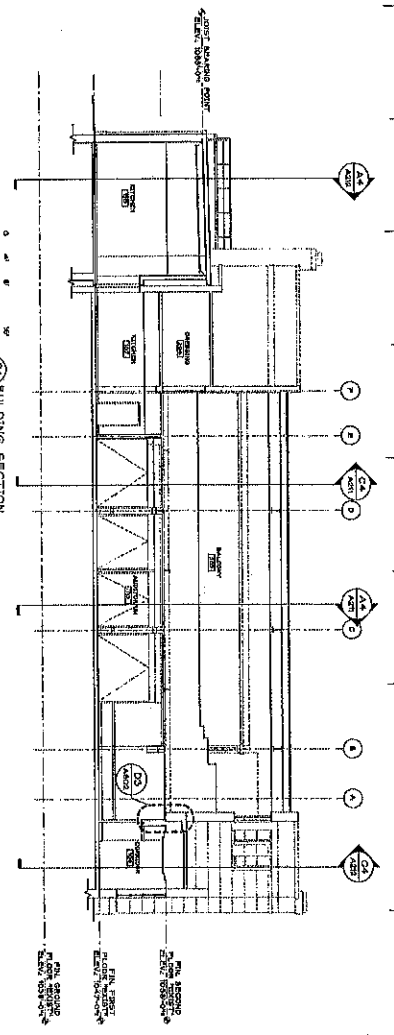
SCALE: AS NOTED
JOB NUMBER: 0508
STRUCTURAL:
MEP:
CIVIL:
SURVEYOR:

PARTIAL LOWER FLOOR PLAN
NORTH

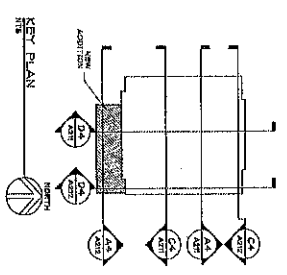
SECOND FLOOR PLAN
NORTH

FIRST FLOOR PLAN
NORTH

GENERAL NOTES
 1. FIELD VIEWS DIMENSIONS SHOWN AS 1/4"
 2. REFER TO ARCHITECTURAL, ELECTRICAL, PLUMBING AND FIRE
 PROTECTION DRAWINGS FOR ADDITIONAL WORK IN THESE
 CATEGORIES



FIRE PROTECTION LEGEND:
 --- ONE HOUR FIRE WALL
 --- TWO HOUR FIRE WALL



MISSOURI 64350-0085
 ADDITION & RENOVATIONS TO CIVIC CENTER FOR
CITY OF NEOSHO
 NEOSHO
 COPYRIGHT 2007
KROMM RIKIMARU AND JOHANSEN INC.
 ARCHITECTS PLANNERS INTERIORS
 9374 OLIVE BOULEVARD ST. LOUIS, MISSOURI 63132

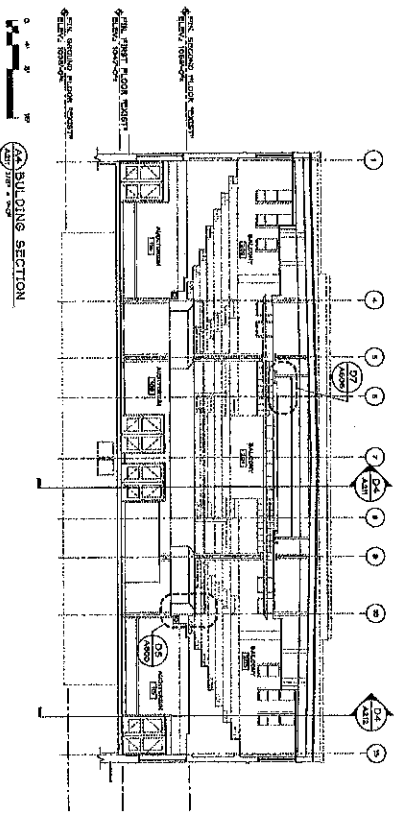
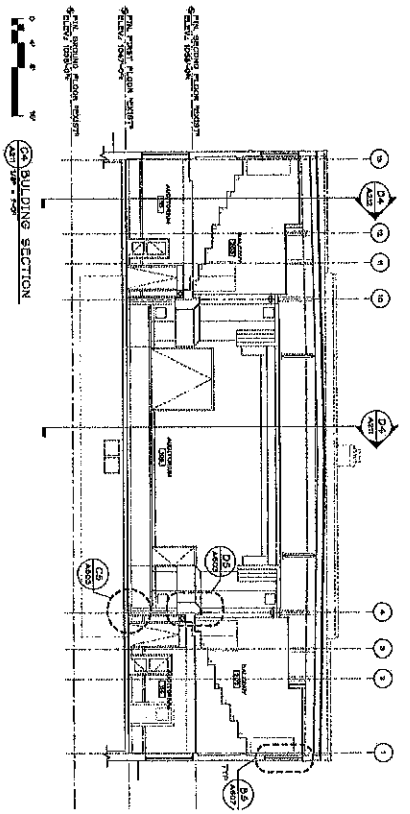
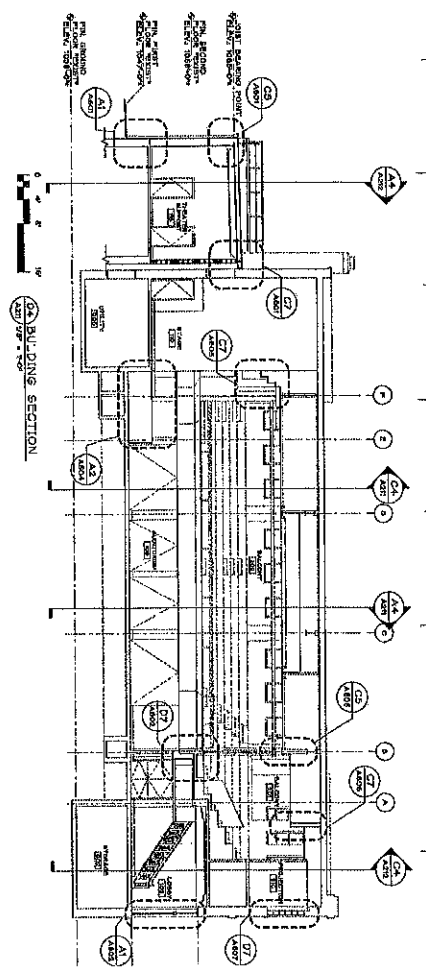
BUILDING SECTIONS
 SCALE: "AS NOTED"
 JOB NUMBER: 0308
 MEPP:
 CIVIL:
 SURVEYOR:

A212

GENERAL NOTES

A. FIELD VERIFY DIMENSIONS SHOWN AS 1/2" PER 1/4" SCALE.

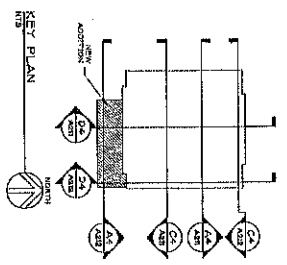
B. REFER TO ARCHITECTURAL, STRUCTURAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR ADDITIONAL WORK TO BE SHOWN ON THIS DRAWING.



FIRE PROTECTION LEGEND

— ONE HOUR FIRE WALL

— TWO HOUR FIRE WALL



MISSOURI 64353-0065

ADDITION & RENOVATIONS TO CIVIC CENTER FOR
CITY OF NEOSHO
 NEOSHO

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KROMM RIKIMARU AND JOHANSEN INC.
 ARCHITECTS PLANNERS INTERIORS
 9374 OLIVE BOULEVARD ST. LOUIS, MISSOURI 63132

BUILDING SECTIONS

SCALE: AS NOTED

JOB NUMBER: 0308

STRUCTURAL: _____

MEPP: _____

CIVIL: _____

SURVEYOR: _____

SHEET NUMBER

A211

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 073
NEWTON COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.84
Boilermaker	\$26.84*
Bricklayer	\$26.84*
Carpenter	\$39.13
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$34.70
Plasterer	
Communications Technician	\$26.84*
Electrician (Inside Wireman)	\$45.97
Electrician Outside Lineman	\$26.84*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$26.84*
Glazier	\$26.84*
Ironworker	\$26.84*
Laborer	\$37.26
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$26.84*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$36.39
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$26.84*
Plumber	\$50.18
Pipe Fitter	
Roofer	\$26.84*
Sheet Metal Worker	\$47.79
Sprinkler Fitter	\$26.84*
Truck Driver	\$26.84*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$49.77
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$26.84*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$42.00
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.78
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$26.84*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

AUGUST 2018 PREVAILING WAGE CHANGES

MORE INFORMATION IS AVAILABLE AT
LABOR.MO.GOV/PREVAILING-WAGE

Legislation (HB 1729) passed by the Missouri General Assembly and signed by the Governor becomes effective August 28, 2018.



This new law makes several changes to Missouri's prevailing wage system.

UNDER \$75,000

<<< \$75,000 >>>
PROJECT COST

ABOVE \$75,000

- Public works projects valued \$75,000 and under are not subject to the prevailing wage law.
- Public works projects valued less than \$10,000 are not subject to a competitive bidding process.

No project may be split up into smaller projects valued at less than \$75,000 to evade the requirement to pay prevailing wage or public works contracting minimum wage.

- Public works projects are subject to either prevailing wage or public works contracting minimum wage depending on whether 1,000 hours are reported (see below).
- Hours worked on holidays will be paid at twice the normal rate (including fringe benefits). Overtime hours will be paid at time and a half of the normal rate (including fringe benefits).
- Contractors may employ one "apprentice" or "entry-level" worker for each journeyman hired and pay them 50% of the pay (including fringe benefits) of a journeyman in their same occupational title.

UNDER 1,000 HOURS

<<< 1,000 HOURS >>>
FOR A SPECIFIC OCCUPATIONAL TITLE
IN EACH COUNTY

ABOVE 1,000 HOURS

- The public works contracting minimum wage of 120% of the average county wage will be used instead of the prevailing wage.

The list of occupational titles has been consolidated to 20. You may continue to use the same occupational titles to input your hours. The system will automatically sort this information into the correct titles set forth by statute.

- The prevailing wage rate shall be a weighted average of the total wage fringe benefit package of all journeyman hours submitted by contractors.
- Only hours reported by contractors on non-residential projects will be used to calculate the annual wage order.

HB 1729 Effective
08/28/18

Last day to report
2018 hours and data
01/31/19

IMPORTANT DATES

Initial wage order released.
30 day objection
period begins
03/10/19

Final wage order
published by
07/01/19

CONTRACTOR'S WAGE SURVEYS MAY BE SUBMITTED BEGINNING SEPTEMBER 17, 2018.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Resolution Bill No. 2024-23: Water Tower Demo Agreement with Isler Demolition

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Res. Bill No. 2024-23 Contract with Isler Demolition - Water Tower
 2. Agreement Neosho and Isler Demolition - Water Tower Demo
 3. Dewey and Finny Tower Demo Bids Recieved
-

PURPOSE:

The purpose of this item is to approve the agreement with Isler Demolition for the demolition of the 50,000-gallon capacity water tower located at Dewey and Finney Street.

BACKGROUND:

During the April 2, 2024 council meeting, council approved the bid from Isler Demolition in the amount of \$49,700.00. This is the agreement to move forward with this project.

RECOMMENDATION:

Staff recommends approving Bill No. 2024-23 and authorizing the Mayor to sign the agreement.

Resolution Bill No. 2024-23

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, approving an agreement for construction services with Isler Demolition, Inc., a Michigan Corporation, for the purpose of providing construction services related to the demolition and removal of the water tower located at 813 Finney Avenue, Neosho, for the not to exceed price of Forty-Nine Thousand Seven Hundred and 00/100 dollars (\$49,700.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for the demolition and removal of the water tower located at 813 Finney Avenue, Neosho, Missouri; and

WHEREAS, Isler Demolition, Inc., was awarded the bid on April 2, 2024.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Isler Demolition, Inc., a Michigan corporation, for the purpose of providing construction services related to demolition and removal of the water tower located at 813 Finney Avenue, Neosho, Missouri for the not to exceed price of Forty-Nine Thousand Seven Hundred and 00/100 Dollars (\$49,700.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 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 Isler Demolition, Inc., hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the demolition and removal of the water tower located at 813 Finney Avenue, Neosho, Missouri .

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 FORTY-NINE THOUSAND SEVEN HUNDRED & 00/100 DOLLARS (\$49,700.00), 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:

ATTEST:

City of Neosho, Missouri

C:\Users\cwright.NEOSHO.001\AppData\Local\Microsoft\Windows\I\NetCache\Content.Outlook\9HJNLZN\Agreement Neosho and Isler Demolition - Water Tower Demo.docx

Cheyenne Wright

City Clerk

(SEAL)

ATTEST:

Name (Please Type)

By: _____

Name: Richard Davidson

Title: Mayor

CONTRACTOR:

ISLER DEMOLITION, INC.

By: _____
Scotty C. Isler

Title

Address



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 27th, 2024, 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: Dewey and Finney Water Tower Demolition

Please label the envelope: Dewey and Finney Water Tower Demolition

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

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

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

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

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

1. Bodily injury 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).

SPECIFICATIONS

The City of Neosho is seeking bids for the demolition and removal of a unused empty water tower.

I. General Information

A. Introduction: The City of Neosho invites qualified and experienced contractors to submit bids for the demolition and removal of the Dewey and Finny Water Tower located at 813 Dewey Ave., Neosho, MO 64850. This project is part of our ongoing efforts to manage and decommission outdated infrastructure safely and efficiently. Pictures are attached to this document.

B. Project Location: The project site is located at 813 Dewey Ave., Neosho, MO 64850.

C. Description: The Dewey and Finny water tower is a four-legged 50,000-gallon tower approximately 85' in height. These figures are approximate and must be confirmed by the contractor.

II. Scope of Work

A. Pre-Demolition Activities:

1. Obtain a business license from the City of Neosho.
2. Develop and submit a demolition plan, including safety measures and residential precautions.
3. Notify relevant authorities and utility companies about the planned demolition and coordinate utility disconnections, if necessary.

B. Demolition Activities:

1. The City of Neosho staff will confirm disconnection to the distribution system before the demolition.
2. Safely demolish the unused water tower, including the tower structure, support legs, and standpipe.
3. Employ industry best practices and safety measures to minimize risks during the demolition.
4. Remove debris and materials from the demolition site promptly.
5. Implement dust control measures if needed.

C. Site Cleanup and Restoration:

1. Clear and level the demolition site, removing all remnants of the water tower except for the concrete footings.
2. Restore the site to its original or agreed-upon condition, including any landscaping, and grading work, and replace any fencing required to disassemble while work is being done.
3. Properly dispose of all demolition debris materials following local, state, and federal regulations.

III. Technical Requirements

A. Equipment and Safety:

1. The Contractor must have the necessary equipment, experience, and expertise to demolish the water tower safely and efficiently.
2. Ensure that all demolition activities are conducted in compliance with applicable safety regulations and industry best practices.

IV. Submission Requirements

A. Evaluation Criteria: Bids will be evaluated based on criteria including cost, experience, references, safety measures, and compliance with technical specifications.

1. The contractor will need to provide past completed demolitions like the proposed project.
2. Provide at least two references where similar projects have been completed.

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

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

1. I am more than 18 years of age.

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

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

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

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

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

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

FURTHER THE AFFIANT SAYETH NOT

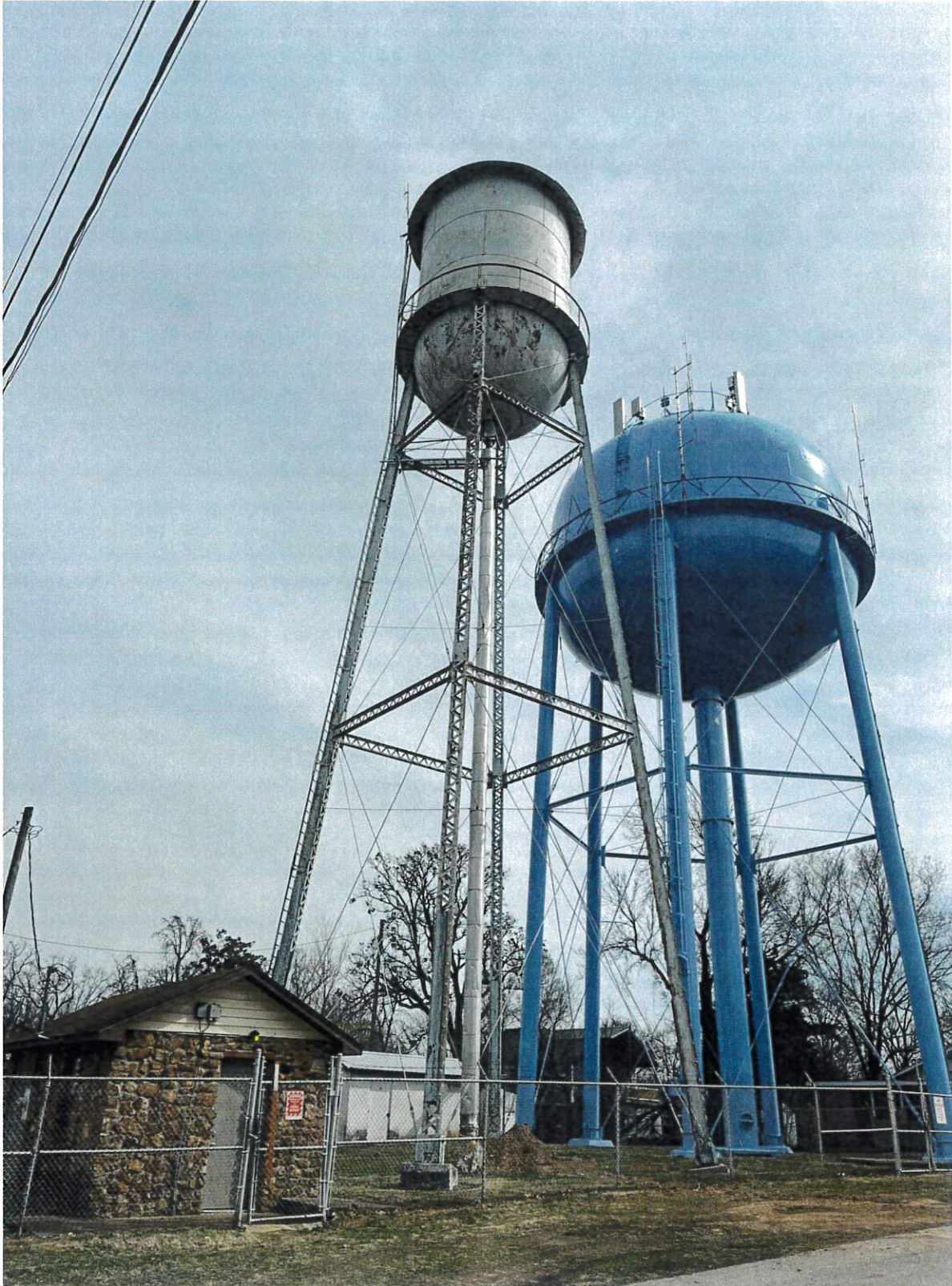
(Signature)

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

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

Notary Public

My Commission Expires



BID FORM

Description: (To be completed by bidding party)

dismantle EWT down to concrete foundation

Price(s) for unit(s) meeting enclosed specifications: \$ 49,700.00

F.O.B. Neosho, MO Contracts will be turned around promptly, demo date will depend
Projected Start Date: on issue of NTP. We request 75 days fr NTP to fit into our
Schedule. We anticipate demo will be much sooner.
After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: Iseler Demolition Inc

SIGNED BY: Scott C. Iseler

ADDRESS: 3800 Stoddard Rd

Kinde MI 48445

EMAIL: iseler@iselerdemolition.com

PHONE: 989 428 4216

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of ~~Missouri~~ Mich) ss

County of Huron)

Now this 25th day of March, 2024, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

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

ISELER DEMOLITION, INC. (name of Corporation, ~~LLC~~, sole
~~proprietorship, or partnership~~)

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

ISELER DEMOLITION, INC.. (Name of business entity, same as above)

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

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

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

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

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



Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

Scott C. Iseler

(Signature)

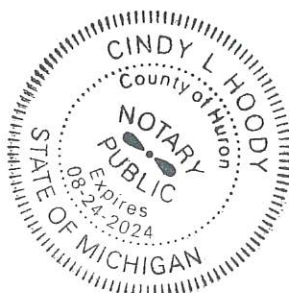
On this 25th day of Mar in the year 2024, before me, Cindy Hoody
a Notary Public in and for said State, personally appeared Scott Iseler, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

Cindy Hoody

Notary Public

My Commission Expires 8.24.24



*Sent to crew

jholdwick@iselerdemolition.com

From: Ernest Kierbach <ekierbach@gmail.com>
Sent: Wednesday, July 20, 2022 8:16 PM
To: jholdwick@iselerdemolition.com
Subject: Re: MT Olive IL

Hi Jodie,

I just wanted to let you know everything went great with the Mt. Olive water tower demo. I really appreciated the communication of the demo team. They were courteous, professional, and respectful of my property. They took the time to explain how they would handle placement of tarps, plastic and sprinkler heads. Specifically, TC did an excellent job explaining and making me comfortable I felt I was in good hands. The team work was impressive and extremely professional and efficient. In my assessment, Iseler has an excellent team in this group of employees. As an engineer and a manager for over 20 years, this is a dream team firing on all cylinders. Hope you can keep them together, they represent Iseler well.

On Mon, Jul 18, 2022 at 7:12 AM <jholdwick@iselerdemolition.com> wrote:

Ernie,

They will be there this week on Wednesday July 20.

Thank you,

Jodie Holdwick

Secretary

Iseler Demolition.com

jholdwick@iselerdemolition.com

800-338-8396 ext 223

From: Ernest Kierbach <ekierbach@gmail.com>
Sent: Friday, July 15, 2022 8:11 PM
To: jholdwick@iselerdemolition.com
Subject: Re: MT Olive IL

siseler@iselerdemolition.com

From: Iseler Demolition <siseler@iselerdemolition.com>
Sent: Wednesday, December 29, 2021 4:37 PM
To: 'Scott'; jphillips@sw@gmail.com; siseler@iselerdemolition.com
Subject: FW: Fisher Tank Co / Revlon. Oxford, N.C.

Flag Status: Flagged

From: Robert Colt <rcolt@FisherTank.com>
Sent: Wednesday, December 29, 2021 4:35 PM
To: Iseler Demolition <siseler@iselerdemolition.com>
Subject: Fisher Tank Co / Revlon. Oxford, N.C.

Lisa, Kyle, Scott,

I want to thank you and your crew for the job they did at Revlon.
Although it was not a super tough customer they can slow you down with a lot of questions.
Iseler did their job quickly effectively and most importantly safely.
Revlon was very impressed and grateful for the way everything was handled from beginning to end.
Once again many thanks for a job well done!!

Robert Colt

Robert Colt, Project Manager/Coatings Manager
Fisher Tank Company
104 Fisher Tank Drive, Leesville, SC 29070
Office: 803-359-4173 x2750 | Cell: 803-767-2843 | Direct: 803-520-2750 | Fax: 803-957-3376
rcolt@FisherTank.com

FISHER TANK COMPANY
Employee Owned
tank experts since 1948



CONFIDENTIALITY NOTICE: This communication and any documents, files or previous e-mail messages attached to it, constitute a confidential communication within the scope of the Electronic Communications Privacy Act, 18 USC § 2510. This communication may contain confidential, confidential or legally privileged information intended for the sole use of the designated addressee(s). The unauthorized interception, use or disclosure of such information is strictly prohibited under 18 USC § 2511. If you are not the intended recipient or have received this communication in error, please notify the sender immediately by e-mail and delete all copies of this e-mail, including any attachments, and do not disseminate or make them available to others.

Iseler Demolition

From: Feuka, Kevin [kevin.feuka@C2AE.COM]
Sent: Friday, October 02, 2020 12:42 PM
To: Iseler Demolition
Subject: Heuvelton NY

I wanted to tell you Mayor Lashua is extremely impressed with your team's work out there and very . Despite a steady, cold rain, she stood in awe watching the "old girl" (as she refers to it) come down. She must have said 4 times she can't believe how quickly it is being done. And she commented on how masterful your team is in the process; she fittingly referred to it twice as a "ballet", so well "orchestrated".

Thanks for your hard work and cooperation to make it happen! It was a very nice change to all be in a celebratory mood today, though a little sad to see the "old girl".

And Buddy Fiacco even bought pizza for everyone!

Have a good weekend.

Kevin

Kevin Feuka, PE
Project Manager, Professional Engineer

C2AE
architecture | engineering
70 Main Street
Canton, NY 13617
O: 315.714.5181
M: 517.749.8949

Infrastructure that enables, Architecture that empowers.
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*Johnna Little
Heuvelton NY
Project Completed
10/2/20*

FW: Job well done - Pinetops NC

2/3/20 8:20 AM

From: "Iseler Demolition" <iseler@iselerdemolition.com>

To: "Scott" <scott@iselerdemolition.com>, <iseler@iselerdemolition.com>

*job Completed
1/30/20*

From: nks [mailto:firechiefnc22@aol.com]

Sent: Friday, January 31, 2020 8:10 PM

To: iseler@iselerdemolition.com

Subject: Job well done

January 1, 2020

Pinetops Fire / Rescue

101 West Burnette Street
Pinetops NC 27864

1.31.2020

Dear Scott,

Enjoyed talking with you today. I just want to put in writing the highlights of our conversation today.

As Fire Chief for the Town of Pinetops, I am tasked with handling and overseeing emergency services operations for our city. That includes preparing for situations such as the demolition of the water tank on Thursday.

I wanted to let you know that your crew did a awesome job in taking down the tank. They worked from start to finish doing their job in an expert manner and with a constant concern for safety. They began by notifying our 911 Communication Center in respect to fire sightings and continued on until the job was complete and the work area cleaned up.

I would highly recommend your company to anyone needing the services your company provides.

Sincerely,

Steve Burress

Chief

Pinetops Fire / Rescue

God Bless

*Referral letter
Pinetops NC*

*Job Completed
1/30/20*

We wanted to drop a note and thank you for your full cooperation during the Water tank dismantles.

We understand there were a lot of questions and concerns with this size of project, we appreciate you working through them with us and coming to an acceptable agreement for both of us.

If you would be so kind as to provide a testimonial expressing your experience with my field crew and the tank dismantles itself, we would very much appreciate it, as we are always looking for letters to place in the reference packet we send to potential clients.

Again, thank you very much. We trust that you were happy with our crew and how the tank dismantles went.

Lisa Pleiness, Office Mgr.
Iseler Demolition, Inc.
7840 Portland Ave.
(P.O. Box 185)
Port Hope, MI 48468
800-338-8396 (989-428-4216 ext 221)
fax - 989-428-4689

FW: Well Done

6/4/19 3:13 PM

From: "Iseler Demolition" <Iseler@Iselerdemolition.com>

To: <Iseler@Iselerdemolition.com>; <scott@Iselerdemolition.com>; "John Phillips" <jphillips@Iselerdemolition.com>

From: Bill Moore [mailto:bmoore@shurtape.com]

Sent: Tuesday, June 04, 2019 3:05 PM

To: Iseler Demolition

Cc: Mark Hawes; Rick Kilpatrick; Jeff Maholic

Subject: Well Done

Iseler Team,

The Shurtape team was in awe of Iseler Demolition's orchestration of the tank removal this morning. Their emphasis on safety is only exceeded by their efficiency. We particularly appreciated the attention to detail at the end of the job as they continued to ask if there was anything else we needed.

We had very high expectations, and Iseler exceeded them. Thank you and well done!

Bill Moore | Engineering Manager, CMRP

Shurtape Technologies, LLC | Stony Point, NC 44011

☎ Office 828.267.8974

☎ Cell 336.267.6283

✉ bmoore@shurtape.com



Printer's Mark

Green

PHOTOGRAPH

Shurtape

Attachments:

- image001.png



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

July 20, 2017

Doug Iseler
Iseler Demolition
71231 Burlison Lane
Romeo, Michigan 48065

Dear Doug,

I would like to thank you and the team assigned to dismantle and remove our 1 million gallon elevated water storage tower. Your crew was efficient, professional, and worked well with our adjacent property owners. I have only heard good feedback from the community as a result of this project's execution.

It was my pleasure to work closely with your staff for the demolition of our elevated water tower.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Fickle", is written over a horizontal line.

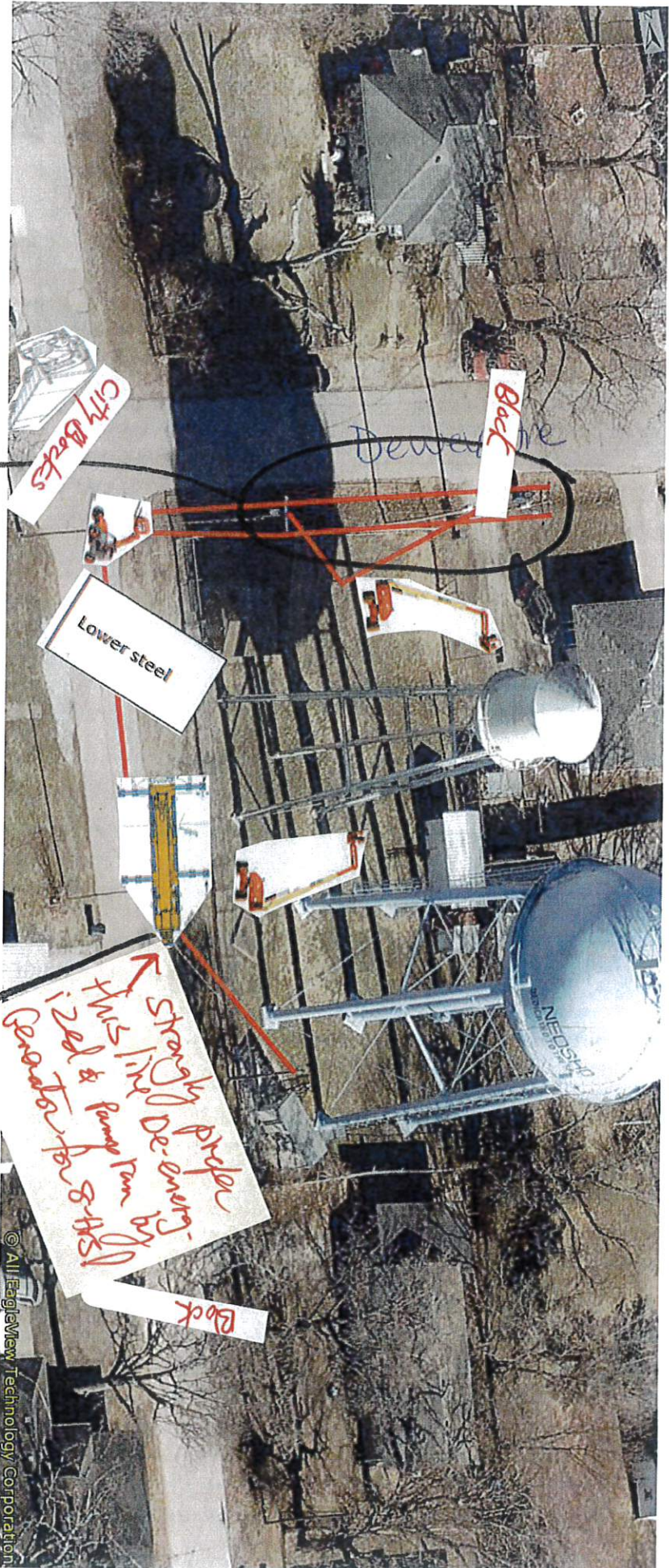
Steve Fickle
City of Fort Wayne

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • www.cityoffortwayne.org
An Equal Opportunity Employer

813 Finney Ave Neosho MO 64850 36.860820, -94.372407



7/2022

can kill / can
+ shield / not
drop

feeds tank can
4 hours kill or
no, drop

BID FORM

Description: (To be completed by bidding party)

Mobilize to site

perform JSA - Report any issues to owner

Deliver cranes & lull to Job site

Pre-cut & Dismantle tank.

Tank to be cut up & placed in construction Gondolas
clean site, Remove cranes/lulls & ~~and~~ De-mobilize crew

"Detailed procedure Attached"

Price(s) for unit(s) meeting enclosed specifications: 86,600.00

F.O.B. Neosho, MO
Projected Start Date:

45 Days From N.T.P.

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

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

COMPANY: Allstate Tower, Inc.

SIGNED BY: K & G

ADDRESS: 232 Heilmann
Henderson Ky 42420

EMAIL: Kroth@PTTG.com

PHONE: 270-830-8512

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of ~~Missouri~~ Ky) ss

County of Henderson)

Now this 21 day of march, 2024, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

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

Allstate Tower, Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

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

Allstate Tower, Inc. (Name of business entity, same as above)

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

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

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

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

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

KR vp sales
Authorized Agent, Partner, Owner or Officer

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

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

Paul Cassidy
Human Relations Director

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

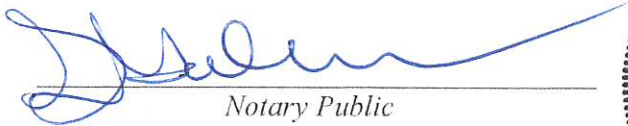
FURTHER THE AFFIANT SAYETH NOT

KR

(Signature)

On this 21 day of march in the year 2024, before me, Gretchen Hallmark
a Notary Public in and for said State, personally appeared Kevin Roth, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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


Notary Public



My Commission Expires

10-2-26



P.O. Box 25 ♦ Henderson, KY, 42420 ♦ Tel. (270) 830-8512 ♦ Fax (270) 830-8475

Manufacturer of Guyed & Self Supporting Towers with a complete line of Tower Accessories including
Sector Mounts ♦ Side-Arm Mounts ♦ Waveguide Ladders ♦ Platforms ♦ Ice Bridges ♦ Etc.

Services include Tower Installation ♦ Tank & Tower Dismantle ♦ Site Civil / Foundation Work ♦
Maintenance ♦ Painting ♦ Inspections ♦ Plumb & Tension ♦ Re-Guy ♦ Lighting ♦ Feedline Repair
/Installation

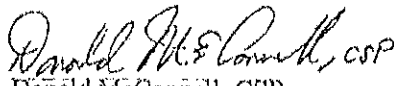
DISMANTLE PROCEDURE

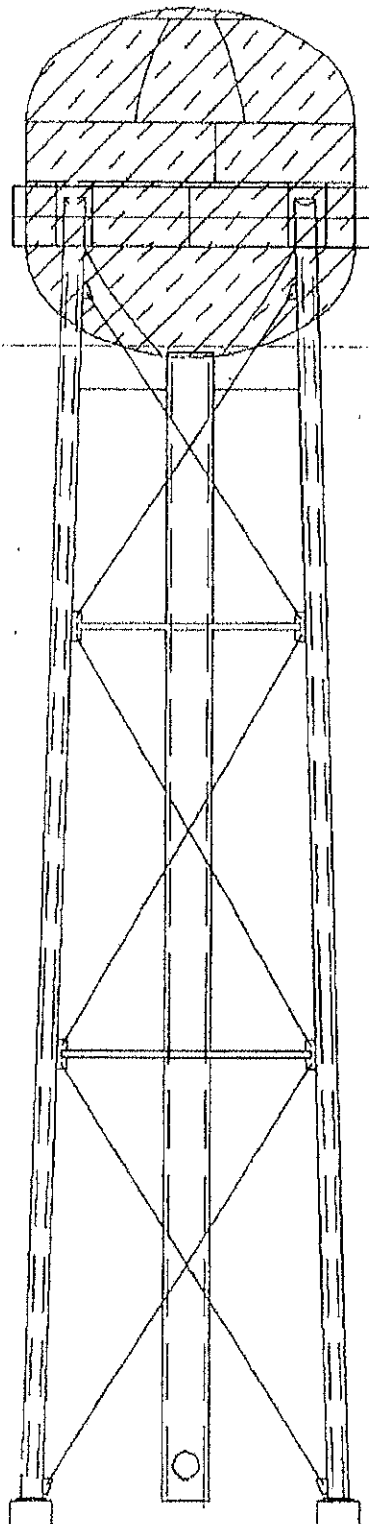
Elevated Tank Dismantle Utilizing a Crane

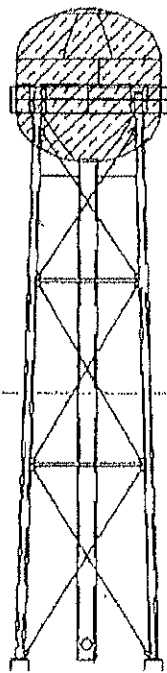
1. Cutting of the tank will be done using oxygen/acetylene torches.
2. The crane size will be pre-determined based on the size and height of the tank and the job site obstacles.
3. Allstate's site supervisor will conduct a Structural Demolition Survey and complete a survey form prior to commencing work. (See attached sample of the demolition survey form.
4. Manholes will be opened or cut into the sidewalls of the tank at points above the catwalk to provide access/egress into the tank and provide additional ventilation (if applicable).
5. The tank and tower will be pre-cut using a stitch-cut method in order to ensure the structural integrity of the tank.
6. Once the tank and tower have been pre-cut, the crane will be brought on site.
7. A pre-lift meeting will be held by the job supervisor with the crane operator and dismantle crew to discuss the safe way to proceed and the sequence of lifts.
8. Prior to making the final cuts to each lift, the pre-cut pieces shall be securely attached to the crane hook. The crane hook shall be positioned directly over the center of each load to prevent pieces from swinging.
9. Once the pieces have been securely attached to the crane hook, the final cuts will be made to release the piece. (See attached drawing showing sequence of tank dismantle)
10. The pieces will be lowered to a designated storage area on the ground.
11. This same procedure will be used on all pieces including the columns, struts, riser stem and base sections.
12. If the tank has columns, the top set of tension rods are cut prior to lifting the bottom bowl sections of the tank. On all other bays of the tower, the tension rods will be cut as each section (bay) of the tower is dismantled.
13. Prior to commencing dismantle of the elevated tank the crew supervisor will contact local fire/rescue personnel () and make them aware of their presence and the demolition process and make sure they can respond and assist in the event an elevated rescue is necessary. Emergency contacts/phone numbers will be available to all crew members and cell phones will be available on the site for emergency request.

14. The tank sections placed on the ground will be cut into appropriate sizes, as required for transportation
15. The final pieces will be placed on trailers or in dumpsters using either a forklift or small crane.
16. Upon completion of the dismantle, load-out and cleanup, the supervisor will meet with the owner/GC to ensure the site is in acceptable condition.

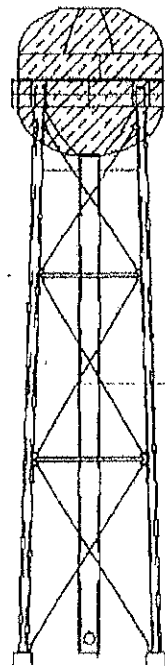
Due to differences in job sites/tanks there will be deviations in this procedure at times. The basic principal for safe and efficient dismantle will be followed.


Donald McConnell, CSP
VP of Loss Prevention

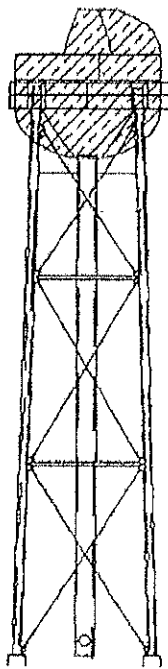




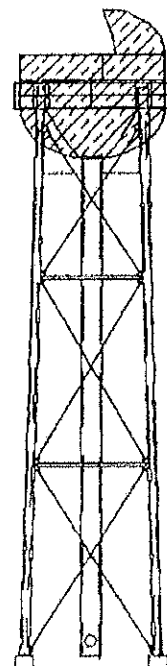
READY TO START



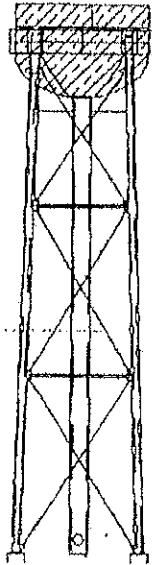
SAUCER REMOVED



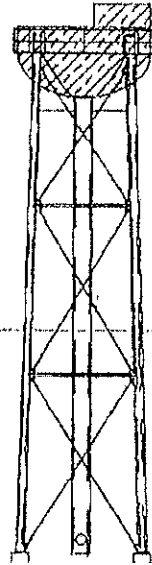
ROOF FINGERS GOING



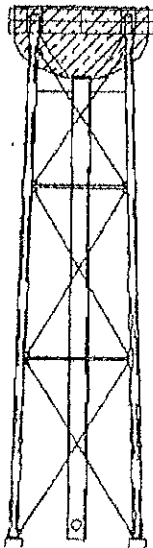
ROOF FINGERS GOING



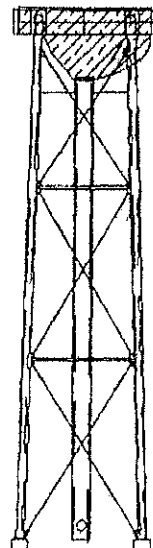
ROOF REMOVED



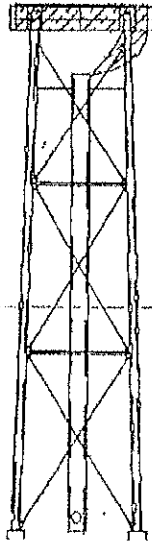
SHELL BEING REMOVED



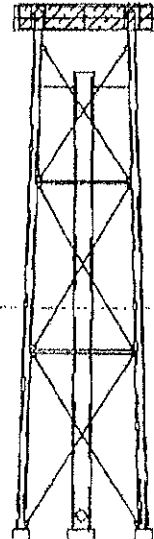
SHELL SHEETS REMOVED



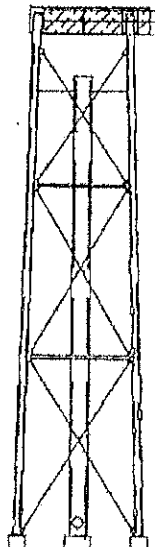
BOWL BEING REMOVED



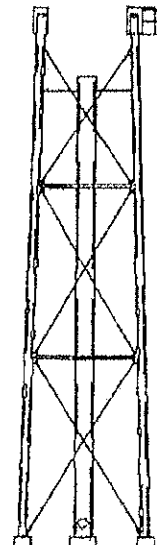
BOWL GOING



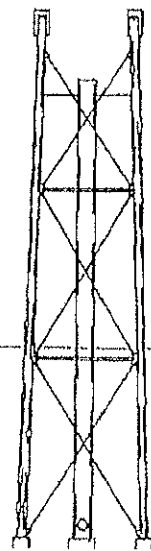
BOWL REMOVED



BALCONY PIECES
BEING REMOVED



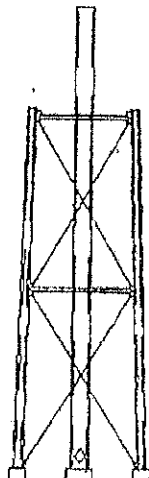
LAST BALCONY
PIECE GOING



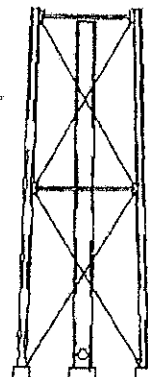
CONTAINER GONE



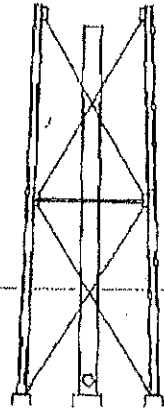
POST-HEADS
BEING REMOVED



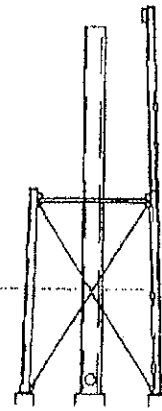
POST-HEADS
GONE



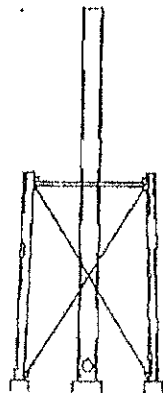
FIRST RISER
SECTION GONE



TOP STRUT
REMOVED



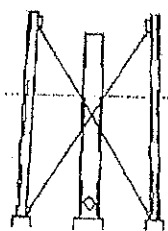
MIDDLE LEG
SECTION REMOVED



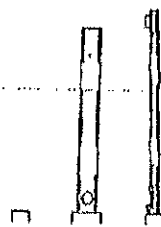
MIDDLE BAY OF
LEGS GONE



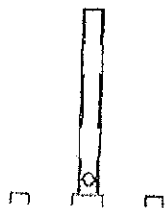
MIDDLE SECTION
OF RISER GONE



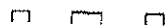
BOTTOM STRUT
REMOVED



BOTTOM BAY OF
LEGS BEING REMOVED



BASE RISER
REMAINING



TANK REMOVED

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Resolution Bill No. 2024-24: Liberty Utilities Easement

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Res. Bill No. 2024-24 Neosho - Empire Easement
 2. Easements
-

PURPOSE:

Request council approval of a utility easement with Liberty Utilities

BACKGROUND:

We have plans to construct a new parking lot on the north side of East Spring St. This easement is needed for the relocation of an electric power line and the poles to support it.

RECOMMENDATION:

City Staff recommends the council approve Bill No. 2024-24 and authorize the Mayor to sign the easement with Liberty Utilities.

Resolution Bill No. 2024-24

A RESOLUTION concerning a Right-Of-Way Easement between the City of Neosho, Missouri, and The Empire District Electric Company for construction and maintenance of electric lines for transmission and distribution of electrical energy and communications.

WHEREAS, the Empire District Electric Company (“Empire”) has proposed to the City of Neosho (the “City”), to construct, repair, replace, inspect, operate and maintain lines for the transmission and distribution of electrical energy and telecommunications along the certain parcels of right-of-way within the City; and

WHEREAS, the City of Neosho desires the safety and maintenance of electric energy and telecommunication lines within the City; and

WHEREAS, the proposed power-line project would be for the benefit of further development and that such use is for a public purpose; and

WHEREAS, Empire has requested the City grant and convey easements to Empire to construct, repair, replace, inspect, operate and maintain lines for the transmission and distribution of electrical energy and telecommunications;

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

Section 1. That there has been presented a by Empire to construct, repair, replace, inspect, operate and maintain lines for the transmission and distribution of electrical energy and telecommunications temporary construction easement and permanent easement for the affected areas has been prepared by Empire for approval by the City, a copy of which an easement is attached hereto and made a part hereof.

Section 2. That the City desires to donate the use of the affected area to construct, repair, replace, inspect, operate and maintain lines for the transmission and distribution of electrical energy and telecommunications for the public use.

Section 3. That the Mayor is authorized and hereby directed to execute said easement and any and all necessary documents to effectuate the completion of the project, including the signing of said easement.

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

{Signatures on Next Page}

Resolution Bill No. 2024-24

Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

EASEMENT

Company File Number: _____

DATE: ____/____/____

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **City of Neosho**, hereinafter **Grantor(s)** hereby grant, bargain and sell unto **The Empire District Electric Company, Grantee**, hereinafter referred to as the Company, its successors, assigns, lessees, licensees and agents, a permanent easement and right-of-way to construct, repair, replace, inspect, relocate, modify, operate and maintain lines for the transmission and distribution of electrical energy and communications, including but not limited to fiber optic communications, telecommunications, data storage and retrieval, and other means of communications, including the necessary poles, crossarms, wires, guy wires, anchors, markers, aerial cables, underground cables, conduits, vaults, equipment foundations, pad mount transformers, fiber optic lines, communications systems, and all appurtenances thereto as may in the opinion of the Company be required from time to time, on, over, under or across the land located within the easement described on Exhibit A attached hereto located in **Newton** County in the State of **Missouri**.

That part of the Grantor's Property lying within 15 feet on both sides of the centerline of the location where the lines are initially installed and constructed, and within 5 feet in all directions of anchors, guy wires, and other facilities as initially built. The location of this easement shall be fixed to the degree occupied by the initial structure(s) upon completion of such structure(s) ("the easement").

The Company assumes the responsibility for the proper installation of the Company's lines and agrees to save the undersigned harmless from any and all damage caused to the undersigned's property due to the negligence of the Company, its agents and employees.

The Company is granted the right to use the easement for its own internal uses and commercial purposes. The Company is further granted the right and permission at any time to: (1) clear, remove and keep the above described easement cleared of trees, limbs, roots, signs, buildings, structures, and other obstructions which in the opinion of the Company might damage, endanger, or interfere with the operation, maintenance, or safety of the lines; and (2) the right of

ingress and egress across Grantor(s) Property to access the easement from nearby public streets; and (3) the right to use any existing means and technologies, and any new means or technologies that may be developed in the future, to accomplish the purposes of this easement.

The Company agrees that the undersigned shall otherwise have full and free use of the easement for farming, grazing and other purposes, subject to the rights herein granted to the Company; provided that no operation or construction shall be performed or permitted by the undersigned on the easement herein granted which might in the opinion of the Company damage, endanger or interfere with the operation, maintenance or safety of the lines or systems.

The undersigned Grantor(s), for themselves, their heirs, successors and assigns, warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment thereof; and covenant that The Empire District Electric Company, its successors and assigns, may quietly enjoy the premises for the uses herein stated; that they waive their right to request vacation of this easement; and that they will not create or permit any obstruction which may endanger or interfere with the construction, operation, and maintenance of the lines or systems.

Grantor(s)

City of Neosho

Signature

Richard Davidson, Mayor

Printed Name

Accepted: **THE EMPIRE DISTRICT ELECTRIC COMPANY**, Grantee

Area 216 Proj ID _____ Work Order _____ Check No _____

Job Name/Location: City of Neosho Spring Street Lot Road Move/Spring Street, Neosho 64850

Affected Property Coordinates (Decimal Degrees) Lat: 36°52'11.60" N Lon: 94°21'59.16" W

Company Name/Agent: Alex Smith/Liberty

Owner Name/Address: City of Neosho/203 E. Main Street, Neosho, MO

Section 19 Township 25 Range 31 County Newton State MO

By: _____ Approved: _____
Alicia Blagg, Manager, Land Administration Tim Wilson, President

State of _____) SS **NOTARY CERTIFICATE** (affix notary seal in space below)
County of _____)

On this _____ day of _____, 20____, before me
Personally appeared _____

to me known to be the person(s) described in and who executed the
foregoing instrument, and acknowledged that he/she executed the
same as his/her free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL

_____ My Commission Expires: _____
Notary Public Printed Name: _____

EXHIBIT A

**DESCRIPTION OF GRANTOR(S) PROPERTY: All of Lots 1, 2 and 3 in Block 2
McCord's Addition to the City of Neosho, Newton County, Missouri, according to the
recorded Plat thereof.**

EASEMENT

Company File Number: _____

DATE: ____/____/____

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **City of Neosho**, hereinafter **Grantor(s)** hereby grant, bargain and sell unto **The Empire District Electric Company, Grantee**, hereinafter referred to as the Company, its successors, assigns, lessees, licensees and agents, a permanent easement and right-of-way to construct, repair, replace, inspect, relocate, modify, operate and maintain lines for the transmission and distribution of electrical energy and communications, including but not limited to fiber optic communications, telecommunications, data storage and retrieval, and other means of communications, including the necessary poles, crossarms, wires, guy wires, anchors, markers, aerial cables, underground cables, conduits, vaults, equipment foundations, pad mount transformers, fiber optic lines, communications systems, and all appurtenances thereto as may in the opinion of the Company be required from time to time, on, over, under or across the land located within the easement described on Exhibit A attached hereto located in **Newton** County in the State of **Missouri**.

That part of the Grantor's Property lying within 15 feet on both sides of the centerline of the location where the lines are initially installed and constructed, and within 5 feet in all directions of anchors, guy wires, and other facilities as initially built. The location of this easement shall be fixed to the degree occupied by the initial structure(s) upon completion of such structure(s) ("the easement").

The Company assumes the responsibility for the proper installation of the Company's lines and agrees to save the undersigned harmless from any and all damage caused to the undersigned's property due to the negligence of the Company, its agents and employees.

The Company is granted the right to use the easement for its own internal uses and commercial purposes. The Company is further granted the right and permission at any time to: (1) clear, remove and keep the above described easement cleared of trees, limbs, roots, signs, buildings, structures, and other obstructions which in the opinion of the Company might damage, endanger, or interfere with the operation, maintenance, or safety of the lines; and (2) the right of

ingress and egress across Grantor(s) Property to access the easement from nearby public streets; and (3) the right to use any existing means and technologies, and any new means or technologies that may be developed in the future, to accomplish the purposes of this easement.

The Company agrees that the undersigned shall otherwise have full and free use of the easement for farming, grazing and other purposes, subject to the rights herein granted to the Company; provided that no operation or construction shall be performed or permitted by the undersigned on the easement herein granted which might in the opinion of the Company damage, endanger or interfere with the operation, maintenance or safety of the lines or systems.

The undersigned Grantor(s), for themselves, their heirs, successors and assigns, warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment thereof; and covenant that The Empire District Electric Company, its successors and assigns, may quietly enjoy the premises for the uses herein stated; that they waive their right to request vacation of this easement; and that they will not create or permit any obstruction which may endanger or interfere with the construction, operation, and maintenance of the lines or systems.

Grantor(s)

City of Neosho

Signature

Richard Davidson, Mayor

Printed Name

Accepted: **THE EMPIRE DISTRICT ELECTRIC COMPANY**, Grantee

Area 216 Proj ID _____ Work Order _____ Check No _____

Job Name/Location: City of Neosho Spring Street Lot Road Move/Spring Street, Neosho 64850

Affected Property Coordinates (Decimal Degrees) Lat: 36°52'11.60" N Lon: 94°21'59.16" W

Company Name/Agent: Alex Smith/Liberty

Owner Name/Address: City of Neosho/203 E. Main Street, Neosho, MO

Section 19 Township 25 Range 31 County Newton State MO

By: _____ Approved: _____
Alicia Blagg, Manager, Land Administration Tim Wilson, President

State of _____) SS **NOTARY CERTIFICATE** (affix notary seal in space below)
County of _____)

On this _____ day of _____, 20____, before me
Personally appeared _____

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL

_____ My Commission Expires: _____
Notary Public Printed Name: _____

Newton County, MO



Legend

- Road
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - County Roads / City Streets
- + Railroad
- Parcel
- County Boundary



1 in. = 116ft.



Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Update language to Title VI Business and Occupation Chapter 605 and 615

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Redline - Business and Occupation Code 600- 3.19.2024
 2. Business and Occupation Code 600- 3.19.2024
-

PURPOSE:

To seek the guidance for new/updated language to the business license and solicitor peddler or canvasser code sections.

BACKGROUND:

The city has received requests to modify the current requirement for business licenses for all merchants in the city. The current ordinance is making it difficult for local merchants to bring special events to the city that include retail sales for non-local merchants by requiring visiting merchants to obtain a solicitor peddler and canvasser license for short-term events.

This request prompted a change to review the entire code section under Title VI Business and Occupation.

Chapter 605 has been reviewed for language to both businesses and contractors, as well as fee structure.

Chapter 615 adds a new license and updates language. The new license is for Mobile/Temporary Merchants for visiting merchants. The language update is to include certain statutory requirements and seek clarity, among some of the more ambiguous areas..

RECOMMENDATION:

Staff is requesting Council recommendations and comments to bring back a new ordinance for approval.

Title VI Business and Occupation

Chapter 605

Licenses and Miscellaneous Business Regulations

Charter Reference — Power to license, tax and regulate businesses, occupations, professions, vocations, activities and things §7.01.

Cross References — Permit required for parades and processions, §340.050; soliciting business by standing in roadway, §345.100; license required for trailer camps, §420.070; garbage and trash containers in trailer camps, §420.280; permits and inspections for electrical work, ch. 505, art. III; plumbing licenses, permits and inspections, ch. 510, art. II; permit fees for mechanical work, §515.030; licenses and permit for moving of buildings, ch. 530, art. II; permits for street excavation, ch. 545, art. II; alcoholic beverage licenses, ch. 600, art. III; operators licenses for pool halls, ch. 610, art. III; permit and license for peddlers, ch. 615; pawnbrokers, ch. 620; certificate of public convenience and necessity for taxicabs, ch. 625, art. II; drivers licenses for taxicab drivers, ch. 625, art. III.

Article I

Licenses — Generally

Section 605.010 **Required.**
[CC 1979 §15-16; Ord. No. 87-13, 6-16-1987]

Every person engaged in any business, occupation, pursuit, profession or trade, or in the keeping or maintaining of any institution, establishment, article, utility or commodity as specified by this article shall procure and pay for a license therefor from the City except those excluded ~~by State law~~ statute RSMo 71.620 and/or the provisions for merchants temporary under Chapter 615 of the City Code.

A business is any activity ~~engaged in by any person-~~ as defined by RSMo 144.010

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 605.020 **Form** — ~~Validation~~Reserved.
[CC 1979 §15-17; Ord. No. 87-13, 6-16-1987]

~~The following form shall be used for all regular business licenses. All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.~~

~~APPLICATION FOR BUSINESS LICENSE~~

~~New Application~~

~~Renewal Application~~

~~Name~~

~~Date of Birth~~

~~Address~~

~~SS#~~

~~Home Phone~~

~~Business Phone~~

~~Sales Tax Number~~

~~Zoning Classification~~

~~Business Gross Sales: (check appropriate line)~~

~~_____ from \$0 to \$50,000 gross sales~~

~~_____ over \$50,000 to \$100,000 gross sales~~

~~_____ over \$100,000 to \$500,000 gross sales.~~

~~_____ over \$500,000 gross sales~~

~~Type of bond and amount~~

~~Issuing company for bond~~

~~Name of company representing~~

~~Address~~

~~Kinds of goods or services to be sold~~

~~Relationship with company~~

~~Applicant~~

~~Approved by:~~

~~City Collector or Agent~~

Section 605.030 **Prerequisites to Issuance.**
[CC 1979 §15-18; Ord. No. 87-13, 6-16-1987]

No license provided for or required under any of the provisions of this Code or other ordinances of the City shall be issued by the City Collector or agent or any other department thereof to any person if the business is indebted to the City for nonpayment of any fees for licenses, permits, utility bills, or any other debts of the City.

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

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

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

1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.
3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.
4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

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

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

~~3.—Bonding requirements.~~

- a. ~~If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).~~
- b. ~~Unless otherwise provided, if a contractor performs work for the City of Neosho, a performance bond running to the City, ten thousand dollars (\$10,000.00).~~

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.

Section 605.050 Issuance to Two or More Persons, Etc. — Assignability.

[CC 1979 §15-20; Ord. No. 87-13, 6-16-1987]

A license may be issued to any corporation, association or partnership, or to two (2) or more persons engaged in any joint enterprise, the same as to a single person and for the same charge, except where otherwise specifically provided; provided, that, no license or permit issued shall be assignable unless specifically provided for by the provisions of this Code or other ordinances.

Section 605.060 Separate License Required for Each Place of Business and Each Business at Same Location.

[CC 1979 §15-21; Ord. No. 87-13, 6-16-1987]

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this Article and for each location of the same business, occupation or calling. Every merchant or corporation who is engaged in more than one of the businesses, trades or occupations named in this Article for which a license is required shall be required to obtain a separate license for each business, whether the business be conducted in the same place or not. This provision shall not apply to a business who is licensed under Section 605.010 and in good standing seeking a temporary 3-day relocation from a permanent business address. license in addition to a license issued for a permanent business address.

Section 605.070 Licenses to Be Preserved and Displayed.

[CC 1979 §15-22; Ord. No. 87-13, 6-16-1987]

All licenses granted by the City pursuant to this Article shall be carefully preserved and shall be displayed in a conspicuous place in the places of business authorized to be conducted by such licenses. Failure to display a license in said manner shall be prima facie evidence of doing business without a license, punishable under Section **605.130**.

Section 605.080 Term — Expiration Date — When Licenses Delinquent.

[CC 1979 §15-23; Ord. No. 87-13, 6-16-1987; Ord. No. 283-2022, 3-1-2022]

All licenses pursuant to this Article shall be issued by the City Collector for a period of one (1) year, unless otherwise specified by this Article, and shall expire on the next following thirtieth (30th) day of September and all fees for licenses issued pursuant to this Article shall become delinquent on the next succeeding October first (1st) after issuance.

Section 605.090 Fees — Generally.

[CC 1979 §15-24; Ord. No. 87-13, 6-16-1987; Ord. No. 408-2023, 6-16-2023]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$50,000 100,000 gross sales	\$20.00 25.00
Sales Exceed Over \$50,000 100,001 to \$100,000 gross sales	\$30.00 50.00
Sales Exceed Over \$100,000 300,001 to \$500,000 gross sales	\$40.00 75.00
Over Sales Exceed \$500,00 100,001 gross sales	\$50.00 100.00
<u>For each additional \$1,000,000 in taxable gross sales</u>	<u>\$25.00</u>

All Manufacturers/Wholesale/Banking Institutions

Flat Rate

\$150.00

The fee structure under Chapter 605 for businesses will be effective with licenses renewed with effective date of October 1, 2025.

Section 605.100 Fees — Non-Resident Plumbers, General Contractors, Special Contractors, Subcontractors and Electricians.

[CC 1979 §15-25; Ord. No. 87-13, 6-16-1987]

Every person whose residence or situs is outside the corporate limits of the City, applying for a license as an electrician, general contractor, special contractor, subcontractor or plumber shall be entitled to the issuance of the license applied for at the annual fee of

Resident City limits of Neosho \$25.00

Resident Newton County \$50.00

Outside Newton County \$100.00

~~one dollar (\$1.00) provided, a resident of the City applying for a similar license in the municipality of the applicant's residence or situs would be issued such a license for the one dollar (\$1.00) fee. In the event that the municipality wherein the applicant maintains his/her residence or situs would require a resident of the City to pay a greater fee for the issuance of a similar license, then and in such event the applicant for a license from the City shall pay the same licensing fee which would be charged a resident of the City applying for a similar license in the municipality of the applicant's residence or situs. Determination of the fees charged by another municipality will be done by ordinary mail. If requested by the applicant, telephone or telegraphic confirmation will be made by the City Collector and the applicant will pay an additional five dollars (\$5.00) to offset the cost of the telephone call or telegraphic message.~~

Section 605.110 Fees — Payment Prerequisite to Issuance of License.

[CC 1979 §15-26; Ord. No. 87-13, 6-16-1987]

The City Collector shall not issue any license pursuant to this Article until the party applying for the same shall have paid the City Collector the sum of money charged therefor.

Section 605.120 Fees — Penalty for Delayed Payment.

[CC 1979 §15-27; Ord. No. 87-13, 6-16-1987; Ord. No. 284-2022, 3-1-2022]

For each month or fraction thereof, except the month of October, that any license tax remains unpaid, after the same becomes due and payable, there shall be added to such license a penalty of five percent (5%) per month of the amount of license tax. The penalty herein provided shall be in addition to all other penalties elsewhere provided for the violation of the provisions of this Article.

Section 605.130 Doing Business Without License — Making Certain False Statements.

[CC 1979 §15-28; Ord. No. 87-13, 6-16-1987]

Any person who engages in any business, occupation, pursuit, profession or trade or in keeping or maintaining any institution, establishment, article, utility or commodity, without first procuring and paying for a license to do so, or who knowingly makes a false statement in his/her application for an occupation license as to conditions or factors on which the license fee is or shall be based shall be deemed guilty of a misdemeanor.

Section 605.140 Duties of Chief of Police.
[CC 1979 §15-29; Ord. No. 87-13, 6-16-1987]

It shall be the duty of the Chief of Police to prevent any person commencing, carrying on or conducting any business, trade, calling, amusement, entertainment or other thing for which a license is required without first procuring from the City a license therefor. It is hereby made the duty of the Chief of Police to report to the proper authorities of the City all violations therefore, to make arrests and to cooperate with the City Collector and other officials of the City in a strict enforcement of the provisions of this Chapter and all other license laws and ordinances.

Article II
Miscellaneous Provisions Regulations

Section 605.150 Bed and Breakfast Facilities.
[CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992]

- A. Bed and breakfast facilities are subject to the following minimum standards:
1. A bed and breakfast shall be considered to be a single-family residential structure and shall not be treated as a hotel, except that a special use permit shall be required in any residential area. A bed and breakfast shall not operate as a restaurant unless zoned and licensed to do so.
 2. A bed and breakfast shall be owner occupied. One (1) outside employee will be allowed to operate the business.
 3. The provisions of this Section shall not be interpreted to affect locating zoning, fire safety, or housing regulations, except as set out in this Section.
 4. A bed and breakfast shall serve breakfast at no extra cost to its tenants.
 5. A bed and breakfast shall conform to all Federal, State and local laws and regulations concerning health, safety, licensing, non-discrimination or any other applicable law or regulations.
 6. A bed and breakfast shall have a working smoke detector in every sleeping room and a fire extinguisher in proper working order on every floor. No significant or substantial landscaping or structures shall be removed to provide the required parking.
 7. A site plan of the property and a building floor plan shall be submitted with the application for special use permit showing guest room locations, exits, location of smoke detectors and fire extinguishers.
 8. The Council of the City of Neosho may revoke any special use permit granted under this Section for violation of any condition of said permit or if said facility shall become a nuisance to the community in which it is located.
 9. Bed and breakfast facilities shall also be subject to any other conditions set by the City Council of the City of Neosho.
 10. All bed and breakfast facilities shall contain a minimum of two thousand (2,000) square feet of living

area.

Chapter 615

Peddlers, Solicitors and Canvassers

Charter Reference — Authority to license and regulate businesses and occupations §7.01.

Cross Reference — Licenses and business regulations, ch. 605.

Section 615.010 **Definitions.**

[CC 1979 §21-16; Ord. No. 88-26 §2, 5-17-1988]

As used in this Chapter, the following terms shall have the meanings set out herein:

PEDDLER

Includes any person whether a resident of the City of Neosho or not who travels from place to place, from house to house, or from street to street carrying, conveying or transporting goods, wares, or merchandise of any nature, offering or exposing the same for sale or soliciting the sale of goods, wares, or merchandise from any vehicle, truck, trailer or other mobile unit in the City or anyone who offers for sale merchandise or solicits business by means of a telephone from within the City.

PERSON

Includes the singular and plural and shall also mean and include any person, firm, corporation, association, club, partnership, society or any other organization.

SOLICITOR AND CANVASSER

A person who travels from place to place taking or attempting to take orders for the sale of goods, wares and merchandise or property of any nature for future delivery or for services to be furnished or performed in the future.

MOBILE MERCHANT /Merchant Temporary

Mobile Merchant means any person who is not eligible for a license under Chapter 605 and that sells or offers ~~for sale merchandise or wares~~merchandise or wares for sale on a temporary basis and shall include special events;

Section 615.020 **Permit and License.**

[CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988]

It shall be unlawful for any person to engage in the business of peddler, solicitor, ~~or~~ canvasser, and mobile merchant as defined in this Chapter within the corporate limits of the City of Neosho without first obtaining a permit and license as provided herein and without ~~paving~~ paving the prescribed fee for issuance of the same.

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 615.030 **Excluded Persons.**

[CC 1979 §21-18; Ord. No. 88-26 §2, 5-17-1988]

A. The following persons are excluded from the application of the provisions of this Chapter:

1. Persons engaged in selling personal property at wholesale to dealers in such property;
2. Merchants having regular places of business in the City and their employees in taking orders at the houses of their customers for goods, wares and merchandise held in stock at such places of business and in delivering the goods so ordered. Such exclusion shall not apply to a person who for himself/herself or another person, firm or corporation hires, leases, uses or occupies a building, structure or shelter or any other place for the purpose of exhibiting samples and taking orders for present or future delivery;
3. Persons selling daily or weekly newspapers or selling advertisements for daily or weekly newspaper, or persons selling advertising for radio or television stations;
4. Charitable, nonprofit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying nonprofit corporations and their agents, servants and representatives who solicit funds or sell items without actual or anticipated profit unless all proceeds of such sales over the cost of the items sold are dedicated to the purposes for which the organization is formed;
5. Organizations formed within schools and churches serving Neosho, Missouri, who solicit or sell items for purposes incidental to such school or church; and
6. Special events sponsored by local trade groups or civic organizations; including but not limited to fall festival, sidewalk sale and Christmas parade, which are approved by the City Council.
7. Persons selling at an event held on premises used primarily as an event center and hosted by the owner operated of the event center and by a person also licensed and in good standing pursuant to Chapter 605 of this Code. [Ord. No. 407-2023, 5-2-2023]
8. Those individuals who meet the definition as written in RSMO 144.030 (24).

Section 615.040 **Application.**

[CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988]

An applicant for a permit or license hereunder shall file with the City Collector in duplicate a sworn application in writing, on a form to be furnished by the City Collector, setting forth the information required by this Chapter. ~~Any applicant shall pay a thirty dollar (\$30.00) non-refundable application fee when submitting the completed application to the City Collector.~~

Section 615.050 **Contents of Application, City Collector to Approve Application**

[CC 1979 §21-20; Ord. No. 88-26 §2, 5-17-1988]

All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.

~~All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.~~

~~A.—The application shall provide the following information:~~

- ~~1.—Full name, description, birth date, and social security number of each individual applicant.~~
- ~~2.—Address, both legal and local.~~
- ~~3.—Telephone number of individual, both residential and business.~~
- ~~4.—Driver's license number and issuing State.~~
- ~~5.—Sales tax number.~~
- ~~6.—Nature of business and kinds of goods or services to be sold.~~
- ~~7.—If employed by another, the name and address of the applicant's employer, together with a brief description of the credentials showing the exact relationship.~~
- ~~8.—Length of time for which right to do business is requested.~~
- ~~9.—Description and license number or other identification of any vehicle to be used.~~
- ~~10.—Whether or not the applicant has held a peddler's license before in Missouri.~~

Section 615.060 **Investigation — Issuance of License** **Solicitor, Peddler or Canvasser.**
[CC 1979 §21-21; Ord. No. 88-26 §2, 5-17-1988]

- A. *Police Report.* Upon receipt of an application for permit or license the City Collector shall refer one (1) copy to the Chief of Police, who shall note thereon any record concerning the applicant which may appear from the official records in his/her charge and return the same promptly to the City Collector.
- B. *City Collector's Inquiry.* The City Collector shall cause such other investigation or inquiry to be made concerning the applicant or applicant's employer as he/she may deem necessary to determine the character and business responsibility of the applicant and whether his/her application is in compliance with the terms and conditions of this Chapter. The City Collector shall also check to see if the applicant has paid any license fee from previous years.
- C. *Issuance of Permit or License.* If, as a result of the investigation, the character and business responsibility of the applicant are found to be satisfactory and the application is in compliance with the terms and conditions of this Chapter, the City Collector shall issue the permit or license.
- D. *Disapproval.* If, as a result of the investigation provided for in this Section, the applicant's character or business responsibility or that of his/her employer are found to be unsatisfactory or the facts stated in such application are found to be untrue, the Chief of Police or City Collector shall endorse on such application his/her disapproval thereof and the reasons for the same and the City Collector shall then notify the applicant that his/her application has been disapproved and that no license will be issued.
- E. *Appeal.* Any applicant aggrieved by the action of the Chief of Police or the City Collector in the denial of a permit or license as provided herein shall have the right to appeal therefrom to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the action complained of has been given to the applicant personally or mailed, postage prepaid, to the address stated in his/her application. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the applicant at least five (5) days prior to the date set for hearing. The decision and order of the City Council on such appeal shall be final and

conclusive.

Section 615.070 Revocation of License — Grounds for Revocation.
[CC 1979 §21-22; Ord. No. 88-26 §2, 5-17-1988]

- A. Permits and licenses issued under the provisions of this Chapter may be revoked by the City Collector after notice has been served on the applicant for any of the following causes:
1. Fraud, misrepresentation or false statement contained in the application for license.
 2. Fraud misrepresentation or false statement made in the course of carrying on his/her business as a peddler, solicitor or canvasser.
 3. Any violation of this Chapter.
 4. Conviction of any felony or other crime involving dishonesty.

Section 615.080 Notice of Revocation and Hearing.
[CC 1979 §21-23; Ord. No. 88-26 §2, 5-17-1988]

Notice of the revocation of a license shall be in writing, setting forth with particularity the grounds of complaint. Upon receipt of a complaint, the City Collector shall forthwith revoke the license so issued and shall contemporaneously therewith set a time and place for hearing. The hearing shall be conducted by the City Collector, at which hearing evidence may be presented by the complainant and the licensee or permittee. After receiving and considering such evidence the City Collector shall reinstate the license or shall permanently revoke the same. The hearing before the City Collector must be conducted within five (5) days from the date of the receipt of the complaint. Any person aggrieved by a decision of the City Collector shall have the right to appeal to the City Council of the City of Neosho as set forth in Section **615.060(E)** above.

Section 615.090 Transfer Prohibited.
[CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988]

No license or permit issued under the provisions of this Chapter shall be used or worn at any time by any person other than the one to whom it was issued. Violation of this Section shall constitute a misdemeanor.

Section 615.100 Use of Streets.
[CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988]

No peddler, canvasser or solicitor shall have any exclusive right to any location in the public streets nor shall any be permitted a stationary location nor shall any be permitted to operate in a congested area where operations might impede or inconvenience the public.

Section 615.110 Fees.
[CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988]

- A. *Rate.* For the issuance of a license under Section 615 Solicitor, Canvasser or Peddler the City Collector shall assess and receive a fee of \$ 10.00 plus an additional \$ 30.00 for background screening totaling \$40.00.

B. *Rate.* For the issuance of a license under Section 615 Mobile Merchant the City Collector shall assess and receive a fee of \$10.00.

Merchant

Each Event	5.00	
Per Year	50.00	50.00

BC. *Exemption.* A license but no fee shall be required of one selling products of the farm or orchard actually produced by the seller on land owned or leased by the seller located within the State, nor shall any license be required of one selling firewood.

Section 615.120 Expiration of License.

[CC 1979 §21-27; Ord. No. 88-26 §2, 5-17-1988]

All licenses issued under the provisions of this Chapter shall expire on the date specified on the license.

Section 615.130 Penalty.

[CC 1979 §21-28; Ord. No. 88-26 §2, 5-17-1988]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section **100.130** of this Code.

Title VI Business and Occupation

Chapter 605

Licenses and Miscellaneous Business Regulations

Charter Reference — Power to license, tax and regulate businesses, occupations, professions, vocations, activities and things §7.01.

Cross References — Permit required for parades and processions, §**340.050**; soliciting business by standing in roadway, §**345.100**; license required for trailer camps, §420.070; garbage and trash containers in trailer camps, §420.280; permits and inspections for electrical work, ch. **505**, art. **III**; plumbing licenses, permits and inspections, ch. **510**, art. **II**; permit fees for mechanical work, §**515.030**; licenses and permit for moving of buildings, ch. **530**, art. **II**; permits for street excavation, ch. **545**, art. **II**; alcoholic beverage licenses, ch. **600**, art. **III**; operators licenses for pool halls, ch. **610**, art. **III**; permit and license for peddlers, ch. **615**; pawnbrokers, ch. **620**; certificate of public convenience and necessity for taxicabs, ch. **625**, art. **II**; drivers licenses for taxicab drivers, ch. **625**, art. **III**.

Article I

Licenses — Generally

Section 605.010 **Required.**
[CC 1979 §15-16; Ord. No. 87-13, 6-16-1987]

Every person engaged in any business, occupation, pursuit, profession or trade, or in the keeping or maintaining of any institution, establishment, article, utility or commodity as specified by this article shall procure and pay for a license therefor from the City except those excluded State statute RSMo 71.620 and/or the provisions for merchants temporary under Chapter 615 of the City Code

A business is any activity engaged in by any person as defined by RSMo 144.010

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 605.020 **Form — Reserved.**
[CC 1979 §15-17; Ord. No. 87-13, 6-16-1987]

Section 605.030 Prerequisites to Issuance.
[CC 1979 §15-18; Ord. No. 87-13, 6-16-1987]

No license provided for or required under any of the provisions of this Code or other ordinances of the City shall be issued by the City Collector or agent or any other department thereof to any person if the business is indebted to the City for nonpayment of any fees for licenses, permits, utility bills, or any other debts of the City.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors and Subcontractors.
[CC 1979 §15-19; Ord. No. 87-13, 6-16-1987; Ord. No. 511-2012 §1, 8-7-2012]

- A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section **605.010**, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:
1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
 2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.
 3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.
 4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
 5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
- 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.

Section 605.050 Issuance to Two or More Persons, Etc. — Assignability.
[CC 1979 §15-20; Ord. No. 87-13, 6-16-1987]

A license may be issued to any corporation, association or partnership, or to two (2) or more persons engaged in any joint enterprise, the same as to a single person and for the same charge, except where otherwise specifically provided; provided, that, no license or permit issued shall be assignable unless specifically provided for by the provisions of this Code or other ordinances.

Section 605.060 Separate License Required for Each Place of Business and Each Business at Same Location.

[CC 1979 §15-21; Ord. No. 87-13, 6-16-1987]

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this Article and for each location of the same business, occupation or calling. Every merchant or corporation who is engaged in more than one of the businesses, trades or occupations named in this Article for which a license is required shall be required to obtain a separate license for each business, whether the business be conducted in the same place or not. This provision shall not apply to a business who is licensed under Section 605.010 and in good standing seeking a temporary 3-day relocation from a permanent business address.

Section 605.070 Licenses to Be Preserved and Displayed.

[CC 1979 §15-22; Ord. No. 87-13, 6-16-1987]

All licenses granted by the City pursuant to this Article shall be carefully preserved and shall be displayed in a conspicuous place in the places of business authorized to be conducted by such licenses. Failure to display a license in said manner shall be prima facie evidence of doing business without a license, punishable under Section **605.130**.

Section 605.080 Term — Expiration Date — When Licenses Delinquent.

[CC 1979 §15-23; Ord. No. 87-13, 6-16-1987; Ord. No. 283-2022, 3-1-2022]

All licenses pursuant to this Article shall be issued by the City Collector for a period of one (1) year, unless otherwise specified by this Article, and shall expire on the next following thirtieth (30th) day of September and all fees for licenses issued pursuant to this Article shall become delinquent on the next succeeding October first (1st) after issuance.

Section 605.090 Fees — Generally.

[CC 1979 §15-24; Ord. No. 87-13, 6-16-1987; Ord. No. 408-2023, 6-16-2023]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$100,000 gross sales	\$25.00
Sales Exceed \$100,001	\$50.00
Sales Exceed \$300,001	\$75.00
Sales Exceed \$500,001	\$100.00
For each additional \$1,000,000 in taxable gross sales	\$25.00
All Manufacturers/Wholesale/Banking Institutions	
Flat Rate	\$150.00

The fee structure under Chapter 605 for businesses will be effective with licenses renewed with effective date of October 1, 2025.

Section 605.100 Fees — Non-Resident Plumbers, General Contractors, Special Contractors, Subcontractors and Electricians.

[CC 1979 §15-25; Ord. No. 87-13, 6-16-1987]

Every person whose residence or situs is outside the corporate limits of the City, applying for a license as an electrician, general contractor, special contractor, subcontractor or plumber shall be entitled to the issuance of the license applied for at the annual fee of

Resident City limits of Neosho	\$25.00
Resident Newton County	\$50.00
Outside Newton County	\$100.00

Section 605.110 Fees — Payment Prerequisite to Issuance of License.

[CC 1979 §15-26; Ord. No. 87-13, 6-16-1987]

The City Collector shall not issue any license pursuant to this Article until the party applying for the same shall have paid the City Collector the sum of money charged therefor.

Section 605.120 Fees — Penalty for Delayed Payment.

[CC 1979 §15-27; Ord. No. 87-13, 6-16-1987; Ord. No. 284-2022, 3-1-2022]

For each month or fraction thereof, except the month of October, that any license tax remains unpaid, after the same becomes due and payable, there shall be added to such license a penalty of five percent (5%) per month of the amount of license tax. The penalty herein provided shall be in addition to all other penalties elsewhere provided for the violation of the provisions of this Article.

Section 605.130 Doing Business Without License — Making Certain False Statements.

[CC 1979 §15-28; Ord. No. 87-13, 6-16-1987]

Any person who engages in any business, occupation, pursuit, profession or trade or in keeping or maintaining any institution, establishment, article, utility or commodity, without first procuring and paying for a license to do so, or who knowingly makes a false statement in his/her application for an occupation license as to conditions or factors on which the license fee is or shall be based shall be deemed guilty of a misdemeanor.

Section 605.140 Duties of Chief of Police.

[CC 1979 §15-29; Ord. No. 87-13, 6-16-1987]

It shall be the duty of the Chief of Police to prevent any person commencing, carrying on or conducting any business, trade, calling, amusement, entertainment or other thing for which a license is required without first procuring from the City a license therefor. It is hereby made the duty of the Chief of Police to report to the proper authorities of the City all violations therefore, to make arrests and to cooperate with the City Collector and other officials of the City in a strict enforcement of the provisions of this Chapter and all other license laws and ordinances.

Article II

Miscellaneous Provisions Regulations

Section 605.150 **Bed and Breakfast Facilities.** [CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992]

- A. Bed and breakfast facilities are subject to the following minimum standards:
1. A bed and breakfast shall be considered to be a single-family residential structure and shall not be treated as a hotel, except that a special use permit shall be required in any residential area. A bed and breakfast shall not operate as a restaurant unless zoned and licensed to do so.
 2. A bed and breakfast shall be owner occupied. One (1) outside employee will be allowed to operate the business.
 3. The provisions of this Section shall not be interpreted to affect locating zoning, fire safety, or housing regulations, except as set out in this Section.
 4. A bed and breakfast shall serve breakfast at no extra cost to its tenants.
 5. A bed and breakfast shall conform to all Federal, State and local laws and regulations concerning health, safety, licensing, non-discrimination or any other applicable law or regulations.
 6. A bed and breakfast shall have a working smoke detector in every sleeping room and a fire extinguisher in proper working order on every floor. No significant or substantial landscaping or structures shall be removed to provide the required parking.
 7. A site plan of the property and a building floor plan shall be submitted with the application for special use permit showing guest room locations, exits, location of smoke detectors and fire extinguishers.
 8. The Council of the City of Neosho may revoke any special use permit granted under this Section for violation of any condition of said permit or if said facility shall become a nuisance to the community in which it is located.
 9. Bed and breakfast facilities shall also be subject to any other conditions set by the City Council of the City of Neosho.
 10. All bed and breakfast facilities shall contain a minimum of two thousand (2,000) square feet of living area.

Chapter 615

Peddlers, Solicitors and Canvassers

Charter Reference — Authority to license and regulate businesses and occupations §7.01.

Cross Reference — Licenses and business regulations, ch. 605.

Section 615.010 **Definitions.** [CC 1979 §21-16; Ord. No. 88-26 §2, 5-17-1988]

As used in this Chapter, the following terms shall have the meanings set out herein:

PEDDLER

Includes any person whether a resident of the City of Neosho or not who travels from place to place, from house to house, or from street to street carrying, conveying or transporting goods, wares, or merchandise of any nature, offering or exposing the same for sale or soliciting the sale of goods, wares, or merchandise from any vehicle, truck, trailer or other mobile unit in the City or anyone who offers for sale merchandise or solicits business by means of a telephone from within the City.

PERSON

Includes the singular and plural and shall also mean and include any person, firm, corporation, association, club, partnership, society or any other organization.

SOLICITOR AND CANVASSER

A person who travels from place to place taking or attempting to take orders for the sale of goods, wares and merchandise or property of any nature for future delivery or for services to be furnished or performed in the future.

MOBILE MERCHANT /Merchant Temporary

Mobile Merchant means any person who is not eligible for a license under Chapter 605 and that sells or offers merchandise or wares for sale on a temporary basis and shall include special events

Section 615.020 Permit and License.

[CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988]

It shall be unlawful for any person to engage in the business of peddler, solicitor, canvasser, and mobile merchant as defined in this Chapter within the corporate limits of the City of Neosho without first obtaining a permit and license as provided herein and without paying the prescribed fee for issuance of the same.

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 615.030 Excluded Persons.

[CC 1979 §21-18; Ord. No. 88-26 §2, 5-17-1988]

- A. The following persons are excluded from the application of the provisions of this Chapter:
1. Persons engaged in selling personal property at wholesale to dealers in such property;
 2. Merchants having regular places of business in the City and their employees in taking orders at the houses of their customers for goods, wares and merchandise held in stock at such places of business and in delivering the goods so ordered. Such exclusion shall not apply to a person who for himself/herself or another person, firm or corporation hires, leases, uses or occupies a building, structure or shelter or any other place for the purpose of exhibiting samples and taking orders for present or future delivery;
 3. Persons selling daily or weekly newspapers or selling advertisements for daily or weekly newspaper, or persons selling advertising for radio or television stations;

4. Charitable, nonprofit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying nonprofit corporations and their agents, servants and representatives who solicit funds or sell items without actual or anticipated profit unless all proceeds of such sales over the cost of the items sold are dedicated to the purposes for which the organization is formed;
5. Organizations formed within schools and churches serving Neosho, Missouri, who solicit or sell items for purposes incidental to such school or church; and
6. Special events sponsored by local trade groups or civic organizations; including but not limited to fall festival, sidewalk sale and Christmas parade, which are approved by the City Council.
7. Persons selling at an event held on premises used primarily as an event center and hosted by the owner of the event center and also licensed and in good standing pursuant to Chapter **605** of this Code. **[Ord. No. 407-2023, 5-2-2023]**

8. Those individuals who meet the definition as written in RSMO 144.030 (24). Section 615.040 Application.

[CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988]

An applicant for a permit or license hereunder shall file with the City Collector in duplicate a sworn application in writing, on a form to be furnished by the City Collector, setting forth the information required by this Chapter.

Section 615.050 City Collector to Approve Application
[CC 1979 §21-20; Ord. No. 88-26 §2, 5-17-1988]

All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.

Section 615.060 Investigation — Issuance of License Solicitor, Peddler or Canvasser.
[CC 1979 §21-21; Ord. No. 88-26 §2, 5-17-1988]

- A. *Police Report.* Upon receipt of an application for permit or license the City Collector shall refer one (1) copy to the Chief of Police, who shall note thereon any record concerning the applicant which may appear from the official records in his/her charge and return the same promptly to the City Collector.
- B. *City Collector's Inquiry.* The City Collector shall cause such other investigation or inquiry to be made concerning the applicant or applicant's employer as he/she may deem necessary to determine the character and business responsibility of the applicant and whether his/her application is in compliance with the terms and conditions of this Chapter. The City Collector shall also check to see if the applicant has paid any license fee from previous years.
- C. *Issuance of Permit or License.* If, as a result of the investigation, the character and business responsibility of the applicant are found to be satisfactory and the application is in compliance with the terms and conditions of this Chapter, the City Collector shall issue the permit or license.
- D. *Disapproval.* If, as a result of the investigation provided for in this Section, the applicant's character or business responsibility or that of his/her employer are found to be unsatisfactory or the facts stated in such application are found to be untrue, the Chief of Police or City Collector shall endorse on such application his/her disapproval thereof and the reasons for the same and the City Collector shall then notify the applicant that his/her application has been disapproved and that no license will be issued.

- E. *Appeal.* Any applicant aggrieved by the action of the Chief of Police or the City Collector in the denial of a permit or license as provided herein shall have the right to appeal therefrom to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the action complained of has been given to the applicant personally or mailed, postage prepaid, to the address stated in his/her application. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the applicant at least five (5) days prior to the date set for hearing. The decision and order of the City Council on such appeal shall be final and conclusive.

Section 615.070 Revocation of License — Grounds for Revocation.
[CC 1979 §21-22; Ord. No. 88-26 §2, 5-17-1988]

- A. Permits and licenses issued under the provisions of this Chapter may be revoked by the City Collector after notice has been served on the applicant for any of the following causes:
1. Fraud, misrepresentation or false statement contained in the application for license.
 2. Fraud misrepresentation or false statement made in the course of carrying on his/her business as a peddler, solicitor or canvasser.
 3. Any violation of this Chapter.
 4. Conviction of any felony or other crime involving dishonesty.

Section 615.080 Notice of Revocation and Hearing.
[CC 1979 §21-23; Ord. No. 88-26 §2, 5-17-1988]

Notice of the revocation of a license shall be in writing, setting forth with particularity the grounds of complaint. Upon receipt of a complaint, the City Collector shall forthwith revoke the license so issued and shall contemporaneously therewith set a time and place for hearing. The hearing shall be conducted by the City Collector, at which hearing evidence may be presented by the complainant and the licensee or permittee. After receiving and considering such evidence the City Collector shall reinstate the license or shall permanently revoke the same. The hearing before the City Collector must be conducted within five (5) days from the date of the receipt of the complaint. Any person aggrieved by a decision of the City Collector shall have the right to appeal to the City Council of the City of Neosho as set forth in Section **615.060(E)** above.

Section 615.090 Transfer Prohibited.
[CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988]

No license or permit issued under the provisions of this Chapter shall be used or worn at any time by any person other than the one to whom it was issued. Violation of this Section shall constitute a misdemeanor.

Section 615.100 Use of Streets.
[CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988]

No peddler, canvasser or solicitor shall have any exclusive right to any location in the public streets nor shall any be permitted a stationary location nor shall any be permitted to operate in a congested area where operations might impede or inconvenience the public.

Section 615.110 Fees.
[CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988]

- A. *Rate.* For the issuance of a license under Section 615 Solicitor, Canvasser or Peddler the City Collector

shall assess and receive a fee of \$ 10.00 plus an additional \$ 30.00 for background screening totaling \$40.00.

- B. *Rate.* For the issuance of a license under Section 615 Mobile Merchant the City Collector shall assess and receive a fee of \$10.00.
- C. *Exemption.* A license but no fee shall be required of one selling products of the farm or orchard actually produced by the seller on land owned or leased by the seller located within the State, nor shall any license be required of one selling firewood.

Section 615.120 Expiration of License.

[CC 1979 §21-27; Ord. No. 88-26 §2, 5-17-1988]

All licenses issued under the provisions of this Chapter shall expire on the date specified on the license.

Section 615.130 Penalty.

[CC 1979 §21-28; Ord. No. 88-26 §2, 5-17-1988]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section **100.130** of this Code.

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Board of Adjustments (Zoning)
Name	Jake Evans
Address Line 1	922 Macy Dr
Address Line 2	n/a
City	Neosho
State	MO
Zip Code	64850
Phone	4174385253
Email	jacobevansmedic86@gmail.com
Why do you want to serve on this board?	I have a deep-seated passion for urban development and ensuring that our city grows in a sustainable and equitable manner. Serving on the Board of Adjustments provides a unique opportunity to contribute directly to this goal by interpreting and applying zoning regulations to address the needs and concerns of both residents and businesses. I am committed to fostering transparent and fair decision-making processes that balance the interests of all stakeholders while upholding the integrity of our city's zoning ordinances.
Have you dealt with this specific Board before?	No, I haven't had any prior experience or interactions with this particular Board. However, I am eager to learn and bring a fresh perspective to its proceedings.
Have you attended any Board meetings for this Board?	No, I haven't had the opportunity to attend any meetings of this Board. However, I am enthusiastic about the prospect of actively participating in its proceedings if appointed. I am committed to quickly familiarizing myself with the Board's functions, policies, and ongoing discussions to become a productive and engaged member.
What would you like to accomplish if you are appointed to this Board?	My goal, if appointed, is to ensure fair, transparent, and community-focused decision-making regarding zoning matters. I aim to contribute to responsible urban development that considers the diverse needs of our city's residents while upholding zoning regulations.
Please respond by:	Phone

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Events Board
Name	Justin Carnahan
Address Line 1	
Address Line 2	NA
City	Neosho
State	MO
Zip Code	64850
Phone	
Email	
Why do you want to serve on this board?	As a life long Neosho resident I enjoy being involved in events that help shape and improve the lives of Neosho citizens.
Have you dealt with this specific Board before?	Yes
Have you attended any Board meetings for this Board?	Yes
What would you like to accomplish if you are appointed to this Board?	I would like to help to continue the wonderful events Neosho puts on and improve future events.
Please respond by:	Phone

Master Scott Hall



26 March 2024

Neosho City Council

City of Neosho
203 E Main St
Neosho, MO 64850

Dear Councilmembers,

I am writing to request consideration for a seat on the City's Events Board. As a life-long resident of the Neosho area with an abiding love of our community, a deep desire to see continued growth and improvement in community engagement, events, and opportunities, a strong background in large events and marketing, volunteer coordinating, and a healthy understanding of how effective team efforts function, I feel I would be a great candidate for this position.

I feel that high-quality, fiscally-responsible public events are one of the most important elements that a community has to offer its citizens, as well as one of the most cost-effective ways to showcase the vibrancy and resources of a community to its guests. If chosen, my primary hope as part of this important team would be to help with the continued improvement of Neosho's existing public events through - among other things:

- Expanding community engagement through volunteerism and through new and existing cooperative partnerships with local civic entities, clubs, non-profits, etc.,
- Exploring additional labor-saving opportunities for the City and cost-saving opportunities for its citizens,
- Growing event attendance through maximizing free and low cost methods of promotion within and beyond our community, and more.

I feel that thoughtfully-planned and well-executed family-friendly community events are one of the single most important means of bringing the citizens of a community together, as well as to showcase all that a community has to offer both to our citizens and beyond. I also feel that Neosho has a strong heritage and great "bones" for hosting high-quality community events and that building on that foundation, we have great potential for continuing success and improvement to our current, recurring events, as well as creating a template for equally engaging new events in the future.

Among my qualifications for a seat on the events board are:

- **President and Manager, Neosho Farmers Market, 2009 to present**

As a volunteer since its initial inception, and as a founding member and president of NFM since its reorganization, our team has overseen growth from 6 vendors to over 60, which is in the top 10% of farmers markets in Missouri. During this same period, guest attendance and revenues have averaged 30-plus percent year-over-year. To date, NFM events have generated nearly two million dollars of income for Neosho-area farmers and entrepreneurs, as well as contributing significantly to the renewed growth, vitality, and tax base of downtown Neosho in general.

- **Board Member / Events & Communications Team, Missouri Farmers Market Association, 2023 to present**

An organization that facilitates connectivity between hundreds of farmers markets statewide, including an annual state conference, monthly livestream conferences, grant-writing and administering, and more.

- **Director, Newton County Historical Park & Museum, 2023 to present**

As a director of our downtown historical park, operated by the Newton County Historical Society since 1958, we serve the community through interactive events - including the Neosho Fall Festival's longtime anchor 'History Alley', historical interpretation, educational programs, and more.

- **Event Co-director, Journey to Bethlehem, Racine Christian Church, 2007 to present**

Since joining this annual 3-day event, my team has overseen the growth of the volunteer base from around 100 to nearly 500, and the growth of attendance from around 800 to 8,000 guests to the Neosho area.

- **Chair, Newton County MU Extension Council, University of Missouri, 2021 to present (member since 2019)**
- **Communication and Events Coordinator, City of Neosho, 2019**
- **Member, Historic District Commission, City of Neosho, 2007 to 2010**
- **Event Team Volunteer, Tulsa State Fair, 2001 to 2002**

I appreciate the Council's decision to involve the citizens of Neosho in the planning and development of public events for the community and humbly ask that you grant my request for a seat on this important board. Please feel free to reach out if you have any questions about me, my qualifications, or my intentions.

Sincerely,

Master Scott Hall

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Events Board
Name	Bobbi Lee
Address Line 1	
Address Line 2	-
City	Neosho
State	MO
Zip Code	64850
Phone	
Email	
Why do you want to serve on this board?	It sounds like something I would enjoy. Plus I'm sure I would learn.
Have you dealt with this specific Board before?	Not that I'm aware of.
Have you attended any Board meetings for this Board?	No.
What would you like to accomplish if you are appointed to this Board?	Fun-filled family activities that bring the community together making life-long positive memories.
Please respond by:	Text

I certainly appreciate your hard work at the cemetery. If there is an unfilled opening without new volunteers, I request to be reappointed. Please let me know. Thanks again for your service.

Robert Carter

March 20, 2024

To Whom It May Concern,

Effective immediately, I am resigning my position on the Parks & Recreation Board. It has been a pleasure to serve on this Board, and have much appreciated this opportunity.

Best Regards,

Anna Turney

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Parks and Recreation Board
Name	Bobbi Lee
Address Line 1	
Address Line 2	-
City	Neosho
State	MO
Zip Code	64850
Phone	
Email	
Why do you want to serve on this board?	Recreation is vital to everyone physically, emotionally, socially, and sometimes spiritually. Recreation is very important to me.
Have you dealt with this specific Board before?	Not that I am aware of.
Have you attended any Board meetings for this Board?	No.
What would you like to accomplish if you are appointed to this Board?	Making sure there are safe places and opportunities for our community to experience recreational activities regardless of age, sex, experience, ability, and or disabilities as often as they want.
Please respond by:	Text

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Parks and Recreation Board
Name	Jim Lowans
Address Line 1	
Address Line 2	
City	Neosho
State	MO
Zip Code	64850
Phone	
Email	
Why do you want to serve on this board?	I've always felt it important to be involved in the local community . Particularly regarding areas that involve our youth and seniors.
Have you dealt with this specific Board before?	No
Have you attended any Board meetings for this Board?	No
What would you like to accomplish if you are appointed to this Board?	Continue the progress of making Neosho's parks and recreation activities second to no surrounding community.
Please respond by:	Phone

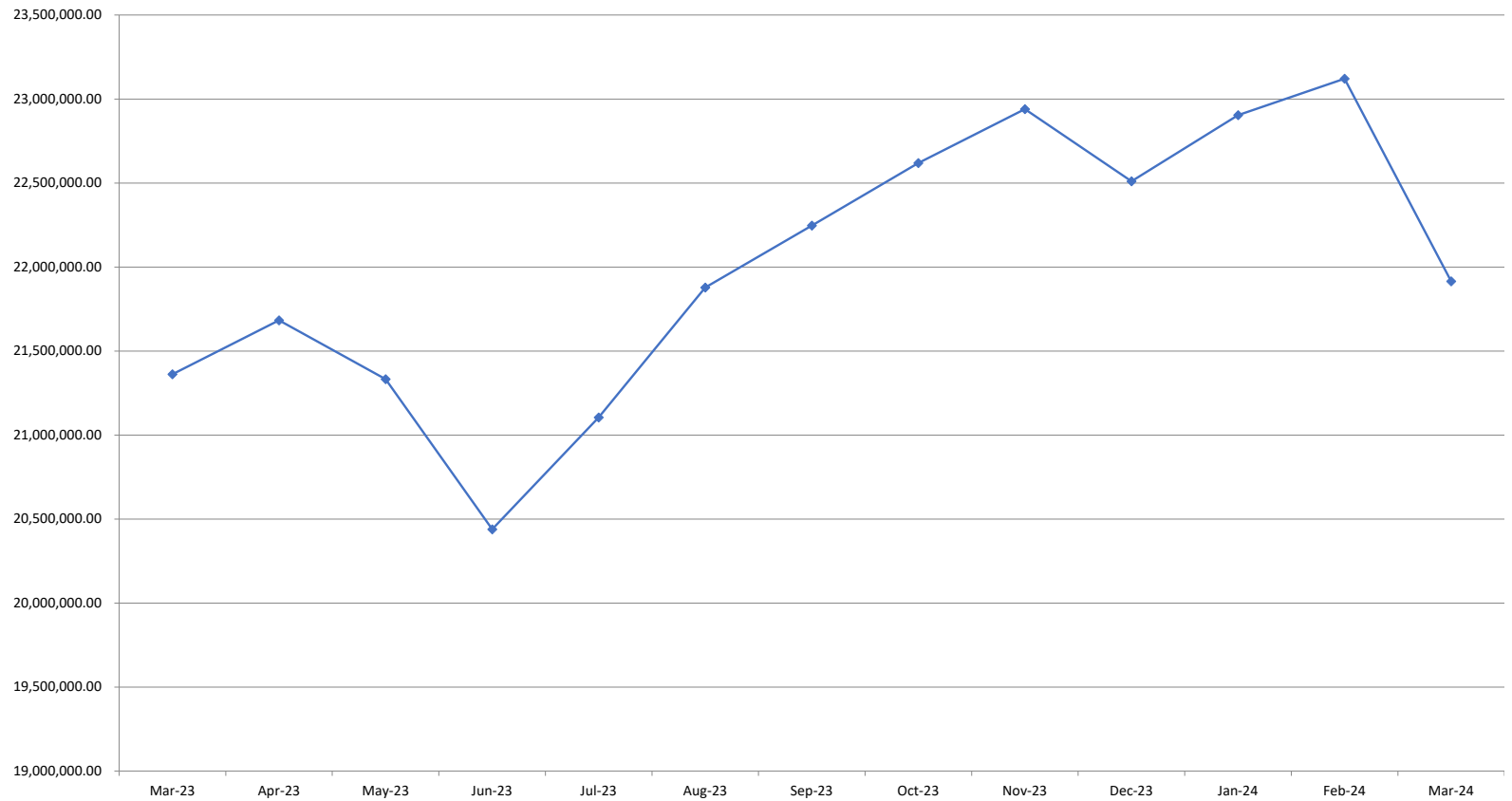
CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
March 31, 2024

					General															
Description of Account		Availability	Account Type at Bank	TOTAL	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	14,506,219.09	6,086,400.88	470,232.00	355,568.63	210,232.21	506,061.98	936,726.04	586,382.22	2,318,797.72	842,027.72	217,678.16	1,974,625.74					
Public Safety				1,775,448.74	1,775,448.74															
Restricted				1,790,574.50	1,695,013.88			-						95,560.62						
Reward Donations				-	-															
I.O.O.F. Cemetery				(291,874.27)	(291,874.27)															
Cleaning Deposits				2,362.98	2,362.98															
Water Meter Deposits				60,601.54											60,601.54					
Cash in Bank - PD	Commerce	Not Available for use - unless	Checking - Interest Bearing	10,338.47	10,338.47															
Shop With A Cop				1,340.38																
D.A.R.E Program				-																
Hotel/Motel Tax				291,417.20																
Replacement reserves				960,914.75											960,914.75					
Meter Replacement Reserv				470,059.45											470,059.45					
W/WW Replacement Reserves				2,279,874.97											2,279,874.97					
Sewer District 17 - Debt & Mtce															-					
City Held Debt Service Reserves				1,710.16																
FEMA DR				55,601.24																
		Total cash balances	Total cash on hand	21,914,589.20	9,277,690.68	470,232.00	355,568.63	210,232.21	506,061.98	936,726.04	586,382.22	2,318,797.72	842,027.72	313,238.78	5,746,076.45					
				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								(48,179.09)	-	(1,875.00)	51,539.88					
				City Held Debt Service Reserves										1,710.16						
				D.A.R.E Program																
				Shop With A Cop		1,340.38														
				Police Grants																
				Hotel/Motel Tax				291,417.20												
				FEMA DR4250	25,573.84															
				FEMA DR4317	30,027.40															
					55,601.24	1,340.38	-	291,417.20	-	-	-	(48,179.09)	-	(164.84)	51,539.88					
		Negative Funds	Negative Funds	Negative Funds	Negative Funds	(48,179.09)														
		Net General Fund	Net General Fund	Net General Fund	Net General Fund	\$ 9,229,511.59														

*Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconciliations.

	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Total Cash	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	22,903,617.02	23,120,876.37	21,914,589.20
Days Cash on hand	318.59	323.38	318.15	304.83	314.77	326.30	331.79	337.34	342.13	335.72	341.59	344.83	326.84

Total Cash



General Ledger

Budget Status

User: lforest
Printed: 4/10/2024 - 9:44 AM
Period: 6, 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	10,002.00	9,998.00	0.00	9,998.00	49.99
100-000-3305-111	Trns fm Public Safety Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3305-120	Trns from Public Safety Fund	1,022,441.00	85,201.00	511,206.00	511,235.00	0.00	511,235.00	50.00
100-000-3305-144	Trns from Public Safety Fund	20,047.00	1,671.00	10,026.00	10,021.00	0.00	10,021.00	49.99
100-000-3306-000	Transfer fm ARPA Investment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3310-000	Transfer fm Hotel/Motel Admin	2,860.00	239.00	1,434.00	1,426.00	0.00	1,426.00	49.86
100-000-3316-000	Transfer fm Street >Land	5,660.00	471.67	2,830.02	2,829.98	0.00	2,829.98	50.00
100-000-3325-115	Transfer fm Police Dept	50,000.00	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	548,498.02	605,009.98	0.00	605,009.98	52.45
	Revenue Sub Totals:	1,153,508.00	89,249.67	548,498.02	605,009.98	0.00	605,009.98	52.45
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	376,878.00	376,870.00	0.00	376,870.00	50.00
100-000-3205-110	Trns to General	20,000.00	1,667.00	10,002.00	9,998.00	0.00	9,998.00	49.99
100-000-3205-120	Trns to Police Department	1,022,411.00	85,201.00	511,206.00	511,205.00	0.00	511,205.00	50.00
100-000-3205-144	Trns to Emergency Mgmt	20,047.00	1,671.00	10,026.00	10,021.00	0.00	10,021.00	49.99
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	357,378.00	357,373.00	0.00	357,373.00	50.00
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	25,002.00	24,998.00	0.00	24,998.00	50.00
100-000-3285-111	Trns to Capital Impr/Purch	52,233.00	52,257.54	52,257.54	-24.54	0.00	-24.54	0.00
100-000-3285-112	Trns to Capital Improvement	209,630.00	197,630.00	197,630.00	12,000.00	0.00	12,000.00	5.72
100-000-3285-115	Trns to Capital Impr/Purch	12,434.00	4,503.19	8,253.19	4,180.81	0.00	4,180.81	33.62
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	158,146.48	-7,146.48	0.00	-7,146.48	0.00
100-000-3285-160	Trns to Capital Improvement	727,538.00	1,704.96	481,713.09	245,824.91	0.00	245,824.91	33.79
100-000-3285-204	Trns to Capital Impr/Purch	91,107.00	0.00	41,106.52	50,000.48	0.00	50,000.48	54.88
100-000-3285-680	Transfer to CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	5,501,630.00	471,177.69	2,241,795.60	3,259,834.40	0.00	3,259,834.40	59.25
	Expense Sub Totals:	5,501,630.00	471,177.69	2,241,795.60	3,259,834.40	0.00	3,259,834.40	59.25
	Dept 000 Sub Totals:	4,348,122.00	381,928.02	1,693,297.58	2,654,824.42	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	475,000.00	3,191.71	544,758.19	-69,758.19	0.00	-69,758.19	0.00
100-110-4020-110	Financial Institution Tax	300.00	0.00	245.55	54.45	0.00	54.45	18.15
100-110-4030-110	1-Cent City Sales Tax	3,092,449.00	262,177.71	1,721,169.83	1,371,279.17	0.00	1,371,279.17	44.34
100-110-4031-110	3-Cent Recreational Sales Tax	200,000.00	0.00	96,507.55	103,492.45	0.00	103,492.45	51.75
100-110-4050-110	Cigarette Tax	54,200.00	3,324.32	22,342.84	31,857.16	0.00	31,857.16	58.78
100-110-4130-110	Franchises	775,000.00	104,771.16	450,133.20	324,866.80	0.00	324,866.80	41.92
	R01 Sub Totals:	4,596,949.00	373,464.90	2,835,157.16	1,761,791.84	0.00	1,761,791.84	38.33
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	54,794.00	3,208.10	28,153.19	26,640.81	0.00	26,640.81	48.62
	R02 Sub Totals:	54,794.00	3,208.10	28,153.19	26,640.81	0.00	26,640.81	48.62
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	23,750.38	110,441.90	-97,941.90	0.00	-97,941.90	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	23,750.38	110,441.90	-97,941.90	0.00	-97,941.90	0.00
R07	OTHER INCOME							
100-110-4790-110	Judgments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4800-110	General Admin Miscellaneous	238,206.00	0.00	238,206.07	-0.07	0.00	-0.07	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	238,206.00	0.00	238,206.07	-0.07	0.00	-0.07	0.00
	Revenue Sub Totals:	4,902,449.00	400,423.38	3,211,958.32	1,690,490.68	0.00	1,690,490.68	34.48
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	267,428.00	22,069.74	131,142.67	136,285.33	0.00	136,285.33	50.96
100-110-5020-110	General Admin Overtime	2,000.00	148.43	782.88	1,217.12	0.00	1,217.12	60.86
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	1,545.62	9,330.50	11,625.50	0.00	11,625.50	55.48
100-110-5180-110	General Admin Retirement	13,697.00	1,092.97	6,236.16	7,460.84	0.00	7,460.84	54.47
100-110-5190-110	General Admin Health Insurance	39,199.00	3,568.04	17,011.44	22,187.56	0.00	22,187.56	56.60
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	223.29	348.29	2,556.71	0.00	2,556.71	88.01
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	28,648.09	164,851.94	197,832.06	0.00	197,832.06	54.55
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	115,712.00	2,953.44	32,004.15	83,707.85	1,500.00	82,207.85	71.05
100-110-5290-110	County Collector Fees	19,000.00	127.67	19,005.12	-5.12	0.00	-5.12	0.00
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	0.00	89.98	7,485.02	0.00	7,485.02	98.81
100-110-5450-110	General Admin Claims & Judgmnt	350,516.00	-350,460.62	54.84	350,461.16	0.00	350,461.16	99.98
100-110-5530-110	General Admin Fuels/Lubricants	525.00	87.94	444.53	80.47	0.00	80.47	15.33
100-110-5590-110	General Admin Gen. Supplies	15,340.00	1,540.94	7,453.98	7,886.02	0.00	7,886.02	51.41
100-110-5700-110	General Admin Comp., Software	1,873.00	208.27	208.27	1,664.73	0.00	1,664.73	88.88
	E20 Sub Totals:	526,888.00	-345,542.36	59,435.87	467,452.13	1,500.00	465,952.13	88.43
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:	891,772.00	-316,894.27	224,287.81	667,484.19	1,500.00	665,984.19	74.68
	Dept 110 Sub Totals:	-4,010,677.00	-717,317.65	-2,987,670.51	-1,023,006.49	1,500.00		
Dept 100-111								
R01	TAXES							
100-111-4031-110	3-Cent Recreational Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-111-4800-111	City Clerk Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
100-111-5010-111	Clerk Salaries	54,387.00	4,160.34	26,894.40	27,492.60	0.00	27,492.60	50.55
100-111-5030-111	Clerk Part Time	2,100.00	130.00	840.00	1,260.00	0.00	1,260.00	60.00
100-111-5170-111	Clerk Social Security	4,322.00	303.31	1,913.10	2,408.90	0.00	2,408.90	55.74
100-111-5180-111	Clerk Retirement	2,720.00	208.02	1,344.73	1,375.27	0.00	1,375.27	50.56
100-111-5190-111	Clerk Health Insurance	6,043.00	564.62	3,502.74	2,540.26	0.00	2,540.26	42.04
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	663.00	4,126.94	6,408.06	0.00	6,408.06	60.83
	E10 Sub Totals:	82,582.00	6,029.29	38,621.91	43,960.09	0.00	43,960.09	53.23
E20	OPERATING COSTS							
100-111-5260-111	Clerk Professional Services	17,360.00	577.22	11,226.55	6,133.45	0.00	6,133.45	35.33
100-111-5300-111	Clerk Insurance & Bonds	650.00	0.00	100.00	550.00	0.00	550.00	84.62
100-111-5430-111	Clerk Elections	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
100-111-5590-111	Clerk General Supplies	966.00	23.82	326.34	639.66	0.00	639.66	66.22
100-111-5700-111	Clerk Comp., Software	819.00	208.27	496.15	322.85	0.00	322.85	39.42
	E20 Sub Totals:	29,795.00	809.31	12,149.04	17,645.96	0.00	17,645.96	59.22
	Expense Sub Totals:	112,377.00	6,838.60	50,770.95	61,606.05	0.00	61,606.05	54.82
	Dept 111 Sub Totals:	112,377.00	6,838.60	50,770.95	61,606.05	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	800.00	3,120.00	4,880.00	0.00	4,880.00	61.00
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	800.00	3,120.00	4,880.00	0.00	4,880.00	61.00
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	1,725.00	4,625.00	3,375.00	0.00	3,375.00	42.19
100-113-4990-756	Fall Festival Sponsorships	8,000.00	1,275.00	4,175.00	3,825.00	0.00	3,825.00	47.81
	R87 Sub Totals:	16,000.00	3,000.00	8,800.00	7,200.00	0.00	7,200.00	45.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	24,000.00	3,800.00	11,995.00	12,005.00	0.00	12,005.00	50.02
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	27,500.00	29.98	10,004.98	17,495.02	0.00	17,495.02	63.62
100-113-6530-756	Fall Festival Expenses	29,000.00	24.93	11,417.97	17,582.03	0.00	17,582.03	60.63
	E20 Sub Totals:	56,500.00	54.91	21,422.95	35,077.05	0.00	35,077.05	62.08
	Expense Sub Totals:	56,500.00	54.91	21,422.95	35,077.05	0.00	35,077.05	62.08
	Dept 113 Sub Totals:	32,500.00	-3,745.09	9,427.95	23,072.05	0.00		
Dept 100-115								
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	102,152.00	5,885.25	78,715.50	23,436.50	0.00	23,436.50	22.94
100-115-4770-115	Planning & Zoning Fees	1,735.00	250.00	743.40	991.60	0.00	991.60	57.15
	R02 Sub Totals:	103,887.00	6,135.25	79,458.90	24,428.10	0.00	24,428.10	23.51
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG Grant Revenue	50,132.00	0.00	11,795.63	38,336.37	0.00	38,336.37	76.47
	R03 Sub Totals:	50,132.00	0.00	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	6,135.25	91,254.53	62,764.47	0.00	62,764.47	40.75
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	184,126.00	13,926.39	64,199.48	119,926.52	0.00	119,926.52	65.13
100-115-5020-115	Bldg/Inspection Overtime	1,750.00	0.00	631.21	1,118.79	0.00	1,118.79	63.93
100-115-5070-115	Availability Allowance	1,440.00	60.00	360.00	1,080.00	0.00	1,080.00	75.00
100-115-5170-115	Bldg/Inspection Social Sec.	14,220.00	1,058.80	4,936.91	9,283.09	0.00	9,283.09	65.28
100-115-5180-115	Bldg/Inspection Retirement	9,294.00	699.33	3,418.43	5,875.57	0.00	5,875.57	63.22
100-115-5190-115	Bldg/Inspection Health Ins.	30,211.00	2,382.88	10,127.24	20,083.76	0.00	20,083.76	66.48

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	797.91	-62.91	0.00	-62.91	0.00
	E10 Sub Totals:	254,918.00	18,127.40	84,471.18	170,446.82	0.00	170,446.82	66.86
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	132,980.00	8,053.38	27,070.76	105,909.24	30,860.65	75,048.59	56.44
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	0.00	419.91	1,155.09	0.00	1,155.09	73.34
100-115-5530-115	Bldg/Inspection Fuels	3,675.00	120.88	553.64	3,121.36	0.00	3,121.36	84.93
100-115-5590-115	Bldg/Inspection Gen. Supplies	7,350.00	305.67	3,649.09	3,700.91	0.00	3,700.91	50.35
100-115-5700-115	Development Computer/Software	2,054.00	248.25	729.15	1,324.85	0.00	1,324.85	64.50
	E20 Sub Totals:	148,833.00	8,728.18	32,666.68	116,166.32	30,860.65	85,305.67	57.32
	Expense Sub Totals:	403,751.00	26,855.58	117,137.86	286,613.14	30,860.65	255,752.49	63.34
	Dept 115 Sub Totals:	249,732.00	20,720.33	25,883.33	223,848.67	30,860.65		
Dept 100-118								
R03	INTER-GOVERNMENTAL							
100-118-4200-118	Region M Grant	71,491.00	0.00	45,491.79	25,999.21	0.00	25,999.21	36.37
	R03 Sub Totals:	71,491.00	0.00	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	5,323.90	47,152.10	-21,498.10	0.00	-21,498.10	0.00
	R08 Sub Totals:	25,654.00	5,323.90	47,152.10	-21,498.10	0.00	-21,498.10	0.00
	Revenue Sub Totals:	97,145.00	5,323.90	92,643.89	4,501.11	0.00	4,501.11	4.63
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	97,114.00	7,470.28	48,192.01	48,921.99	0.00	48,921.99	50.38
100-118-5020-118	Recycle Center Overtime	1,500.00	0.00	17.27	1,482.73	0.00	1,482.73	98.85
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	3,676.94	3,867.06	0.00	3,867.06	51.26
100-118-5180-118	Recycle Center Retirement	4,931.00	373.51	2,410.43	2,520.57	0.00	2,520.57	51.12
100-118-5190-118	Recycle Center Health Ins.	22,659.00	1,787.16	10,722.96	11,936.04	0.00	11,936.04	52.68
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	299.95	780.37	1,019.63	0.00	1,019.63	56.65
	E10 Sub Totals:	139,868.00	10,500.53	65,799.98	74,068.02	0.00	74,068.02	52.96
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	188.74	1,429.84	-145.84	0.00	-145.84	0.00
100-118-5265-118	Shipping/Disposal	5,250.00	69.63	4,886.43	363.57	0.00	363.57	6.93
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	202.08	2,347.92	0.00	2,347.92	92.08
100-118-5330-118	Recycle Center Equipment Maint	2,100.00	500.00	1,023.74	1,076.26	0.00	1,076.26	51.25
100-118-5530-118	Recycle Center Fuels	1,890.00	1,394.67	1,765.55	124.45	0.00	124.45	6.58
100-118-5590-118	Recycle Center Gen. Supplies	1,575.00	131.97	166.21	1,408.79	245.80	1,162.99	73.84
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	249.32	954.18	919.82	0.00	919.82	49.08
100-118-6310-118	Recycle Center Heating Fuels	2,077.00	172.10	1,092.68	984.32	0.00	984.32	47.39
100-118-6350-118	Recycle Center Phones	5,154.00	410.36	2,404.24	2,749.76	0.00	2,749.76	53.35
	E20 Sub Totals:	25,930.00	3,116.79	13,924.95	12,005.05	245.80	11,759.25	45.35
	Expense Sub Totals:	165,798.00	13,617.32	79,724.93	86,073.07	245.80	85,827.27	51.77
	Dept 118 Sub Totals:	68,653.00	8,293.42	-12,918.96	81,571.96	245.80		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	100,000.00	0.00	61,211.05	38,788.95	0.00	38,788.95	38.79
	R01 Sub Totals:	100,000.00	0.00	61,211.05	38,788.95	0.00	38,788.95	38.79
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	-10,888.69	103,435.03	146,564.97	0.00	146,564.97	58.63
100-120-4610-120	Police Training Fees	2,000.00	414.00	1,756.00	244.00	0.00	244.00	12.20
100-120-4620-120	C. Victim's Compensation	400.00	77.17	324.78	75.22	0.00	75.22	18.81
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	695.00	2,699.15	800.85	0.00	800.85	22.88
	R05 Sub Totals:	255,900.00	-9,702.52	108,214.96	147,685.04	0.00	147,685.04	57.71
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	27.30	2,442.82	-282.82	0.00	-282.82	0.00
	R07 Sub Totals:	2,160.00	27.30	2,442.82	-282.82	0.00	-282.82	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	-9,675.22	172,306.83	194,563.17	0.00	194,563.17	53.03
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,288,823.00	98,191.82	612,234.26	676,588.74	0.00	676,588.74	52.50
100-120-5020-120	Police Dept Overtime	93,000.00	7,356.84	52,599.53	40,400.47	0.00	40,400.47	43.44
100-120-5030-120	Police Dept Part Time	10,224.00	1,669.38	8,063.39	2,160.61	0.00	2,160.61	21.13
100-120-5070-120	Availability Allowance	2,520.00	180.00	982.50	1,537.50	0.00	1,537.50	61.01
100-120-5170-120	Police Dept Social Security	106,492.00	7,763.87	48,864.46	57,627.54	0.00	57,627.54	54.11
100-120-5180-120	Police Dept Retirement	105,019.00	6,459.36	43,037.63	61,981.37	0.00	61,981.37	59.02
100-120-5190-120	Police Dept Health Insurance	188,817.00	15,683.06	90,243.04	98,573.96	0.00	98,573.96	52.21
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	1,330.00	5,844.55	15,510.45	0.00	15,510.45	72.63
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	547.92	7,670.12	12,279.88	0.00	12,279.88	61.55
	E10 Sub Totals:	1,914,172.00	139,182.25	864,589.48	1,049,582.52	0.00	1,049,582.52	54.83
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	562,675.00	4,271.80	34,890.57	527,784.43	1,173.01	526,611.42	93.59

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	0.00	200.73	7,149.27	0.00	7,149.27	97.27
100-120-5330-120	Police Dept Equipment Maint	31,500.00	959.34	12,970.47	18,529.53	0.00	18,529.53	58.82
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	1,800.00	15,900.00	24,100.00	0.00	24,100.00	60.25
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	2,840.55	23,719.11	46,280.89	0.00	46,280.89	66.12
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	495.08	3,993.22	7,556.78	0.00	7,556.78	65.43
100-120-5590-122	ACO General Supplies	15,750.00	514.20	4,128.70	11,621.30	0.00	11,621.30	73.79
100-120-5700-120	Police Dept Comp., Software	17,766.00	208.27	843.99	16,922.01	0.00	16,922.01	95.25
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	1,413.06	5,441.42	9,571.58	0.00	9,571.58	63.76
100-120-6350-120	Police Dept Phones	15,120.00	1,205.42	6,731.86	8,388.14	0.00	8,388.14	55.48
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	13,707.72	148,341.02	711,491.98	9,481.50	702,010.48	81.64
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	152,889.97	1,012,930.50	1,761,074.50	9,481.50	1,751,593.00	63.14
	Dept 120 Sub Totals:	2,407,135.00	162,565.19	840,623.67	1,566,511.33	9,481.50		
Dept 100-125								
R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	2,302.91	9,654.99	6,345.01	0.00	6,345.01	39.66
100-125-4611-125	Court Clerk Training Fees	1,400.00	149.35	799.34	600.66	0.00	600.66	42.90
	R05 Sub Totals:	17,400.00	2,452.26	10,454.33	6,945.67	0.00	6,945.67	39.92
	Revenue Sub Totals:	17,400.00	2,452.26	10,454.33	6,945.67	0.00	6,945.67	39.92
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	106,746.00	8,116.05	52,544.04	54,201.96	0.00	54,201.96	50.78
100-125-5020-125	Municipal Court Overtime	1,800.00	105.93	668.55	1,131.45	0.00	1,131.45	62.86
100-125-5170-125	Municipal Court Social Secur.	8,304.00	558.43	3,492.17	4,811.83	0.00	4,811.83	57.95
100-125-5180-125	Municipal Court Retirement	5,428.00	411.10	2,660.63	2,767.37	0.00	2,767.37	50.98
100-125-5190-125	Municipal Court Health Ins.	22,659.00	1,889.10	11,742.36	10,916.64	0.00	10,916.64	48.18
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	226.60	376.60	2,123.40	0.00	2,123.40	84.94
	E10 Sub Totals:	152,192.00	11,307.21	71,484.35	80,707.65	0.00	80,707.65	53.03

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	256.24	3,037.44	812.56	0.00	812.56	21.11
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	300.00	1,345.00	2,255.00	0.00	2,255.00	62.64
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	70.27	1,269.69	1,460.31	0.00	1,460.31	53.49
100-125-5700-125	Municipal Court Comp., Softwre	1,454.00	208.27	292.24	1,161.76	0.00	1,161.76	79.90
100-125-6350-125	Municipal Court Phones	1,260.00	100.00	600.00	660.00	0.00	660.00	52.38
	E20 Sub Totals:	14,394.00	934.78	6,544.37	7,849.63	0.00	7,849.63	54.53
	Expense Sub Totals:	166,586.00	12,241.99	78,028.72	88,557.28	0.00	88,557.28	53.16
	Dept 125 Sub Totals:	149,186.00	9,789.73	67,574.39	81,611.61	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	2,507.65	16,141.20	16,612.80	0.00	16,612.80	50.72
100-141-5020-141	IT Overtime	200.00	11.81	230.06	-30.06	0.00	-30.06	0.00
100-141-5070-141	Availability Allowance	360.00	30.00	180.00	180.00	0.00	180.00	50.00
100-141-5170-141	IT Social Security	2,521.00	192.92	1,253.49	1,267.51	0.00	1,267.51	50.28
100-141-5180-141	IT Retirement	1,648.00	127.48	828.97	819.03	0.00	819.03	49.70
100-141-5190-141	IT Health Insurance	7,553.00	595.72	3,574.32	3,978.68	0.00	3,978.68	52.68
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	3,465.58	22,208.04	25,771.96	0.00	25,771.96	53.71
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	53,058.00	598.24	8,256.28	44,801.72	0.00	44,801.72	84.44
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	208.27	591.15	2,248.85	0.00	2,248.85	79.18
	E20 Sub Totals:	56,158.00	806.51	8,847.43	47,310.57	0.00	47,310.57	84.25
	Expense Sub Totals:	104,138.00	4,272.09	31,055.47	73,082.53	0.00	73,082.53	70.18
	Dept 141 Sub Totals:	104,138.00	4,272.09	31,055.47	73,082.53	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	191.70	392.30	2,757.70	0.00	2,757.70	87.55
100-143-5590-143		Fleet Maint. General Supplies	2,100.00	0.00	204.94	1,895.06	0.00	1,895.06	90.24
100-143-6390-143		Fleet Mtce Minor Equipment	3,150.00	46.75	2,798.11	351.89	0.00	351.89	11.17
E20 Sub Totals:			8,400.00	238.45	3,395.35	5,004.65	0.00	5,004.65	59.58
Expense Sub Totals:			8,400.00	238.45	3,395.35	5,004.65	0.00	5,004.65	59.58
Dept 143 Sub Totals:			8,400.00	238.45	3,395.35	5,004.65	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	254.25	1,244.29	1,981.71	0.00	1,981.71	61.43
E20 Sub Totals:			20,047.00	254.25	14,765.29	5,281.71	0.00	5,281.71	26.35
Expense Sub Totals:			20,047.00	254.25	14,765.29	5,281.71	0.00	5,281.71	26.35
Dept 144 Sub Totals:			20,047.00	254.25	14,765.29	5,281.71	0.00		
Dept 100-145									
E10		PERSONNEL							
100-145-5010-145		Human Resources Salaries	62,368.00	4,566.76	29,617.41	32,750.59	0.00	32,750.59	52.51
100-145-5170-145		Human Resources Social Secur.	4,542.00	313.16	2,048.55	2,493.45	0.00	2,493.45	54.90
100-145-5180-145		Human Resources Retirement	2,969.00	228.34	1,480.88	1,488.12	0.00	1,488.12	50.12
100-145-5190-145		Human Resources Health Ins.	7,553.00	672.18	4,033.08	3,519.92	0.00	3,519.92	46.60
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	105.74	1,366.92	2,883.08	0.00	2,883.08	67.84
E10 Sub Totals:			84,283.00	5,886.18	38,546.84	45,736.16	0.00	45,736.16	54.26
E20		OPERATING COSTS							
100-145-5260-145		Human Resources Prof. Services	3,935.00	169.50	1,257.30	2,677.70	0.00	2,677.70	68.05
100-145-5590-145		Human Resources GenSupplies	5,800.00	403.83	2,042.88	3,757.12	0.00	3,757.12	64.78
100-145-5700-145		HR Computer/Software	6,400.00	508.27	796.15	5,603.85	0.00	5,603.85	87.56
E20 Sub Totals:			16,135.00	1,081.60	4,096.33	12,038.67	0.00	12,038.67	74.61
Expense Sub Totals:			100,418.00	6,967.78	42,643.17	57,774.83	0.00	57,774.83	57.53
Dept 145 Sub Totals:			100,418.00	6,967.78	42,643.17	57,774.83	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	572,946.00	0.00	32,000.00	540,946.00	0.00	540,946.00	94.41
100-160-4201-160	Grant Revenue -CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	572,946.00	0.00	32,000.00	540,946.00	0.00	540,946.00	94.41
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	3,200.00	13,471.54	8,528.46	0.00	8,528.46	38.77
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	4,850.04	4,849.96	0.00	4,849.96	50.00
100-160-4500-160	Airport Hangar Rentals	60,120.00	4,785.00	31,168.41	28,951.59	0.00	28,951.59	48.16
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	8,793.34	49,489.99	42,330.01	0.00	42,330.01	46.10
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	938.85	10,335.35	59,664.65	0.00	59,664.65	85.24
100-160-4550-160	Sale of Aviation Gas	85,000.00	3,829.47	36,110.16	48,889.84	0.00	48,889.84	57.52
100-160-4560-160	Sale of Pilot Supplies	500.00	54.27	374.75	125.25	0.00	125.25	25.05
	R08 Sub Totals:	155,500.00	4,822.59	46,820.26	108,679.74	0.00	108,679.74	69.89
	Revenue Sub Totals:	820,266.00	13,615.93	128,310.25	691,955.75	0.00	691,955.75	84.36
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	39,772.00	3,083.25	19,795.80	19,976.20	0.00	19,976.20	50.23
100-160-5020-160	Airport Overtime	900.00	0.00	200.77	699.23	0.00	699.23	77.69
100-160-5030-160	Airport Part Time	28,704.00	1,980.69	12,809.16	15,894.84	0.00	15,894.84	55.38
100-160-5070-160	Availability Allowance	360.00	30.00	180.00	180.00	0.00	180.00	50.00
100-160-5170-160	Airport Social Security	5,308.00	389.68	2,523.36	2,784.64	0.00	2,784.64	52.46
100-160-5180-160	Airport Retirement	2,034.00	155.66	1,010.01	1,023.99	0.00	1,023.99	50.34
100-160-5190-160	Airport Health Insurance	7,553.00	585.05	3,563.65	3,989.35	0.00	3,989.35	52.82
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	109.97	718.03	0.00	718.03	86.72
	E10 Sub Totals:	89,023.00	6,224.33	40,192.72	48,830.28	0.00	48,830.28	54.85
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	10,410.00	218.74	5,748.37	4,661.63	0.00	4,661.63	44.78
100-160-5300-160	Airport Insurance & Bonds	19,467.00	0.00	200.00	19,267.00	0.00	19,267.00	98.97
100-160-5320-160	Airport Facility Maintenance	5,250.00	1,802.66	13,711.27	-8,461.27	0.00	-8,461.27	0.00
100-160-5330-160	Airport Equipment Maintenance	9,410.00	9,642.30	17,664.25	-8,254.25	0.00	-8,254.25	0.00
100-160-5460-160	Cost of Av Gas Sold	74,550.00	2,940.52	39,330.97	35,219.03	0.00	35,219.03	47.24

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	2,477.89	11,126.88	49,773.12	0.00	49,773.12	81.73
100-160-5480-160	Cost of Pilot Supplies	735.00	0.00	549.86	185.14	0.00	185.14	25.19
100-160-5530-160	Airport Fuels/Lubricants	2,100.00	105.99	476.13	1,623.87	0.00	1,623.87	77.33
100-160-5590-160	Airport General Supplies	4,200.00	82.99	664.30	3,535.70	0.00	3,535.70	84.18
100-160-5700-160	Airport Computer/Software	615.00	208.27	208.27	406.73	0.00	406.73	66.13
100-160-6300-160	Airport Electricity	14,231.00	1,600.30	6,353.32	7,877.68	0.00	7,877.68	55.36
100-160-6350-160	Airport Phones	5,544.00	439.30	2,548.94	2,995.06	0.00	2,995.06	54.02
	E20 Sub Totals:	207,412.00	19,518.96	98,582.56	108,829.44	0.00	108,829.44	52.47
	Expense Sub Totals:	296,435.00	25,743.29	138,775.28	157,659.72	0.00	157,659.72	53.19
	Dept 160 Sub Totals:	-523,831.00	12,127.36	10,465.03	-534,296.03	0.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,546,225.00	127,754.42	821,988.80	724,236.20	0.00	724,236.20	46.84
	R01 Sub Totals:	1,546,225.00	127,754.42	821,988.80	724,236.20	0.00	724,236.20	46.84
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	1,000.00	5,299.40	25,921.95	-24,921.95	0.00	-24,921.95	0.00
	R06 Sub Totals:	1,000.00	5,299.40	25,921.95	-24,921.95	0.00	-24,921.95	0.00
	Revenue Sub Totals:	1,547,225.00	133,053.82	847,910.75	699,314.25	0.00	699,314.25	45.20
	Dept 199 Sub Totals:	-1,547,225.00	-133,053.82	-847,910.75	-699,314.25	0.00		
Dept 100-204								
R04	I.O.O.F. Cemetery							
	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	20,000.00	1,850.00	3,150.00	16,850.00	0.00	16,850.00	84.25
100-204-4524-204	Burial Fees	28,000.00	4,950.00	13,500.00	14,500.00	0.00	14,500.00	51.79
	R04 Sub Totals:	48,000.00	6,800.00	16,650.00	31,350.00	0.00	31,350.00	65.31
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	550.00	677.00	-677.00	0.00	-677.00	0.00
	R07 Sub Totals:	0.00	550.00	677.00	-677.00	0.00	-677.00	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	7,350.00	17,427.00	34,073.00	0.00	34,073.00	66.16
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,000.00	792.44	5,237.73	4,762.27	0.00	4,762.27	47.62
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	55.88	360.30	404.70	0.00	404.70	52.90
100-204-5180-204	IOOF Retirement	500.00	39.62	261.88	238.12	0.00	238.12	47.62
100-204-5190-204	IOOF HEalth Insurance	1,511.00	107.56	683.25	827.75	0.00	827.75	54.78
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	995.50	6,543.16	6,670.84	0.00	6,670.84	50.48
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	110,035.00	10,003.38	36,432.20	73,602.80	63,000.00	10,602.80	9.64
100-204-5262-204	I.O.O.F. Burial Costs	21,000.00	3,000.00	9,680.00	11,320.00	0.00	11,320.00	53.90
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	114.00	-8.64	4,534.64	0.00	4,534.64	100.19
100-204-5325-204	Grounds Maintenance	10,600.00	64.66	188.53	10,411.47	0.00	10,411.47	98.22
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	25.99	51.98	673.02	0.00	673.02	92.83
100-204-6300-204	I.O.O.F. Electricity Costs	571.00	41.48	165.96	405.04	0.00	405.04	70.94
	E20 Sub Totals:	150,144.00	13,249.51	46,510.03	103,633.97	63,000.00	40,633.97	27.06
	Expense Sub Totals:	163,358.00	14,245.01	53,053.19	110,304.81	63,000.00	47,304.81	28.96
Dept 100-999	Dept 204 Sub Totals:	111,858.00	6,895.01	35,626.19	76,231.81	63,000.00		
E10	City Hall PERSONNEL							
100-999-5200-112	Unemployment Compensation	8,000.00	0.00	5,898.00	2,102.00	0.00	2,102.00	26.28
	E10 Sub Totals:	8,000.00	0.00	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	1,965.15	2,971.01	12,028.99	0.00	12,028.99	80.19
100-999-6300-112	City Hall Electricity	18,156.01	850.49	4,759.11	13,396.90	0.00	13,396.90	73.79
100-999-6310-112	City Hall Heating Fuels	4,699.00	948.30	5,342.05	-643.05	0.00	-643.05	0.00
100-999-6350-112	City Hall Phones	23,310.00	1,832.45	10,424.33	12,885.67	0.00	12,885.67	55.28
	E20 Sub Totals:	61,165.01	5,596.39	23,496.50	37,668.51	0.00	37,668.51	61.59

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	5,596.39	29,394.50	39,770.51	0.00	39,770.51	57.50
	Dept 999 Sub Totals:	69,165.01	5,596.39	29,394.50	39,770.51	0.00		
	Fund Revenue Sub Totals:	9,134,382.00	651,728.99	5,132,758.92	4,001,623.08	0.00	4,001,623.08	43.81
	Fund Expense Sub Totals:	10,834,380.01	424,099.05	4,139,181.57	6,695,198.44	105,087.95	6,590,110.49	60.83
	Fund 100 Sub Totals:	1,699,998.01	-227,629.94	-993,577.35	2,693,575.36	105,087.95		
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		
	HMV Grant								
	INTER-GOVERNMENTAL								
	HMV Grant Revenue		0.00	0.00	0.00	0.00	0.00	0.00	0.00
R03 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
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								
	HMV Overtime		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	HMV Grant Training		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20 120-129-5590-120	OPERATING COSTS								
	HMV Grant General Supplies		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	4,619.93	0.07	0.00
E10 Sub Totals:			4,620.00	0.00	0.00	4,620.00	4,619.93	0.07	0.00
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	4,619.93	10,000.07	68.40
Dept 131 Sub Totals:			2,310.00	0.00	0.00	2,310.00	4,619.93		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	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	4,619.93	10,000.07	68.40
	Fund 120 Sub Totals:	0.00	0.00	0.00	0.00	4,619.93		
Fund 124	Shop With a Cop							
Dept 124-120	DONATIONS							
R87	Halloween Bash	0.00	0.00	136.07	-136.07	0.00	-136.07	0.00
124-120-4990-126	R87 Sub Totals:	0.00	0.00	136.07	-136.07	0.00	-136.07	0.00
	Revenue Sub Totals:	0.00	0.00	136.07	-136.07	0.00	-136.07	0.00
E20	OPERATING COSTS							
124-120-6430-126	Halloween Bash 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 120 Sub Totals:	0.00	0.00	-136.07	136.07	0.00		
Dept 124-124	REVENUE FROM USE OF ASSET							
R06	Interest Earned-Shop w/a Cop	10.00	4.00	59.00	-49.00	0.00	-49.00	0.00
124-124-4700-124	R06 Sub Totals:	10.00	4.00	59.00	-49.00	0.00	-49.00	0.00
R87	DONATIONS							
124-124-4830-124	Shop With A Cop	17,080.00	0.00	14,497.62	2,582.38	0.00	2,582.38	15.12
	R87 Sub Totals:	17,080.00	0.00	14,497.62	2,582.38	0.00	2,582.38	15.12
	Revenue Sub Totals:	17,090.00	4.00	14,556.62	2,533.38	0.00	2,533.38	14.82
E20	OPERATING COSTS							
124-124-6440-124	Shop With A Cop Expenses	17,068.00	0.00	17,067.09	0.91	0.00	0.91	0.01
	E20 Sub Totals:	17,068.00	0.00	17,067.09	0.91	0.00	0.91	0.01
	Expense Sub Totals:	17,068.00	0.00	17,067.09	0.91	0.00	0.91	0.01
	Dept 124 Sub Totals:	-22.00	-4.00	2,510.47	-2,532.47	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:	17,090.00	4.00	14,692.69	2,397.31	0.00	2,397.31	14.03
		Fund Expense Sub Totals:	17,068.00	0.00	17,067.09	0.91	0.00	0.91	0.01
		Fund 124 Sub Totals:	-22.00	-4.00	2,374.40	-2,396.40	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	376,878.00	376,870.00	0.00	376,870.00	50.00
130-000-3330-000		Transfer fm General	714,751.00	59,563.00	357,378.00	357,373.00	0.00	357,373.00	50.00
		R90 Sub Totals:	1,468,499.00	122,376.00	734,256.00	734,243.00	0.00	734,243.00	50.00
		Revenue Sub Totals:	1,468,499.00	122,376.00	734,256.00	734,243.00	0.00	734,243.00	50.00
E90		TRANSFERS OUT							
130-000-3200-000		Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-000-3285-000		Trns to Capital Improvement	640,345.00	52,642.00	272,747.37	367,597.63	0.00	367,597.63	57.41
		E90 Sub Totals:	640,345.00	52,642.00	272,747.37	367,597.63	0.00	367,597.63	57.41
		Expense Sub Totals:	640,345.00	52,642.00	272,747.37	367,597.63	0.00	367,597.63	57.41
		Dept 000 Sub Totals:	-828,154.00	-69,734.00	-461,508.63	-366,645.37	0.00		
Dept 130-130									
R01		TAXES							
130-130-4030-130		Fire Department Sales Tax	678,809.00	63,897.03	413,102.02	265,706.98	0.00	265,706.98	39.14
		R01 Sub Totals:	678,809.00	63,897.03	413,102.02	265,706.98	0.00	265,706.98	39.14
R02		LICENSES AND PERMITS							
130-130-4150-130		Fire Department Fees	300.00	20.00	160.00	140.00	0.00	140.00	46.67
		R02 Sub Totals:	300.00	20.00	160.00	140.00	0.00	140.00	46.67
R03		INTER-GOVERNMENTAL							
130-130-4200-130		Grant Revenues	105,000.00	93,099.00	94,884.86	10,115.14	0.00	10,115.14	9.63
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	93,099.00	94,884.86	135,979.14	0.00	135,979.14	58.90
R06		REVENUE FROM USE OF ASSET							
130-130-4700-130		Fire Dept Interest Earned	0.00	1,402.81	7,003.03	-7,003.03	0.00	-7,003.03	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	1,402.81	17,459.14	-17,459.14	0.00	-17,459.14	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	158,418.84	525,676.02	384,296.98	0.00	384,296.98	42.23
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,229,372.00	92,724.12	592,120.80	637,251.20	0.00	637,251.20	51.84
130-130-5020-130	Fire Dept Overtime	134,000.00	18,219.75	100,117.29	33,882.71	0.00	33,882.71	25.29
130-130-5030-130	Fire Dept Part Time	3,500.00	200.30	238.10	3,261.90	0.00	3,261.90	93.20
130-130-5070-130	Availability Allowance	1,800.00	120.00	795.00	1,005.00	0.00	1,005.00	55.83
130-130-5170-130	Fire Dept Social Security	104,528.00	8,234.46	51,485.98	53,042.02	0.00	53,042.02	50.74
130-130-5180-130	Fire Dept Retirement	111,797.00	8,864.91	53,456.72	58,340.28	0.00	58,340.28	52.18
130-130-5190-130	Fire Dept Health Insurance	203,923.00	15,271.47	88,392.73	115,530.27	0.00	115,530.27	56.65
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	36.90	147.60	1,352.40	0.00	1,352.40	90.16
130-130-5360-130	Fire Dept Member/Train/Trvl	7,990.00	90.00	274.35	7,715.65	0.00	7,715.65	96.57
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	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00	100.00
	E10 Sub Totals:	1,861,758.00	143,761.91	887,028.57	974,729.43	0.00	974,729.43	52.36
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	52,336.00	3,350.78	25,383.26	26,952.74	0.00	26,952.74	51.50
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	649.79	2,152.78	13,347.22	0.00	13,347.22	86.11
130-130-5330-130	Fire Dept Equipment Maint.	39,242.00	11,123.74	29,659.92	9,582.08	0.00	9,582.08	24.42
130-130-5530-130	Fire Dept Fuels/Lubricants	15,750.00	1,216.57	8,563.66	7,186.34	0.00	7,186.34	45.63
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	521.32	4,387.35	5,112.65	0.00	5,112.65	53.82
130-130-5700-130	Fire Dept Comp., Software	11,724.00	208.27	496.15	11,227.85	0.00	11,227.85	95.77
130-130-6300-130	Fire Dept Electricity	15,430.00	1,155.73	5,964.53	9,465.47	0.00	9,465.47	61.34
130-130-6310-130	Fire Dept Heating Fuels	8,400.00	931.87	5,465.43	2,934.57	0.00	2,934.57	34.94
130-130-6350-130	Fire Dept Phones	18,900.00	2,043.29	9,436.54	9,463.46	0.00	9,463.46	50.07
130-130-6390-130	Fire Dept. Minor Equipment	33,895.00	362.50	1,554.81	32,340.19	0.00	32,340.19	95.41
	E20 Sub Totals:	256,314.00	21,563.86	96,002.43	160,311.57	0.00	160,311.57	62.54
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:	2,118,072.00	165,325.77	983,031.00	1,135,041.00	0.00	1,135,041.00	53.59
	Dept 130 Sub Totals:	1,208,099.00	6,906.93	457,354.98	750,744.02	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	2,378,472.00	280,794.84	1,259,932.02	1,118,539.98	0.00	1,118,539.98	47.03
	Fund Expense Sub Totals:	2,758,417.00	217,967.77	1,255,778.37	1,502,638.63	0.00	1,502,638.63	54.47
	Fund 130 Sub Totals:	379,945.00	-62,827.07	-4,153.65	384,098.65	0.00		
Fund 170	Drainage Sales Tax							
Dept 170-000	Non-Departmental							
R90	TRANSFERS IN							
170-000-3306-000	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
E90	TRANSFERS OUT							
170-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-000-3243-000	Transfer to Parks Capital Imp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-000-3285-000	Trns to Capital Improvement	9,284,114.00	297,839.87	1,196,758.14	8,087,355.86	0.00	8,087,355.86	87.11
	E90 Sub Totals:	9,284,114.00	297,839.87	1,196,758.14	8,087,355.86	0.00	8,087,355.86	87.11
	Expense Sub Totals:	9,284,114.00	297,839.87	1,196,758.14	8,087,355.86	0.00	8,087,355.86	87.11
	Dept 000 Sub Totals:	8,155,000.00	297,839.87	1,196,758.14	6,958,241.86	0.00		
Dept 170-990	TAXES							
R01	Sales Tax Drainage	407,468.00	38,338.34	247,861.46	159,606.54	0.00	159,606.54	39.17
170-990-4030-990								
	R01 Sub Totals:	407,468.00	38,338.34	247,861.46	159,606.54	0.00	159,606.54	39.17
R03	INTER-GOVERNMENTAL							
170-990-4200-990	Grant Revenue	7,500,000.00	0.00	134,849.56	7,365,150.44	0.00	7,365,150.44	98.20
	R03 Sub Totals:	7,500,000.00	0.00	134,849.56	7,365,150.44	0.00	7,365,150.44	98.20
R06	REVENUE FROM USE OF ASSET							
170-990-4700-990	Interest Earned-Drainage Fund	2,500.00	1,061.30	10,536.06	-8,036.06	0.00	-8,036.06	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	1,061.30	10,536.06	-8,036.06	0.00	-8,036.06	0.00
R07	OTHER INCOME							
170-990-4800-990	Drainage Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	7,909,968.00	39,399.64	393,247.08	7,516,720.92	0.00	7,516,720.92	95.03
E10	PERSONNEL							
170-990-5010-990	Drainage Salaries	50,079.00	6,513.57	41,931.58	8,147.42	0.00	8,147.42	16.27
170-990-5020-990	Drainage Overtime	4,667.00	0.00	1,332.99	3,334.01	0.00	3,334.01	71.44
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	180.00	180.00	0.00	180.00	50.00
170-990-5170-990	Drainage Social Security	5,107.00	496.68	3,300.09	1,806.91	0.00	1,806.91	35.38
170-990-5180-990	Drainage Retirement	2,738.00	327.18	1,568.49	1,169.51	0.00	1,169.51	42.71
170-990-5190-990	Drainage Health Insurance	7,553.00	1,191.44	7,148.64	404.36	0.00	404.36	5.35
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	8,558.87	55,947.98	30,790.02	0.00	30,790.02	35.50
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	10,250.00	188.74	1,218.76	9,031.24	0.00	9,031.24	88.11
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	1,196.98	1,602.18	14,147.82	0.00	14,147.82	89.83
170-990-5530-990	Drainage Fuels/Lubricants	8,000.00	38.21	744.08	7,255.92	0.00	7,255.92	90.70
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	1,423.93	4,190.38	51,209.62	0.00	51,209.62	92.44
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	9,982.80	60,138.36	81,999.64	0.00	81,999.64	57.69
	Dept 990 Sub Totals:	-7,767,830.00	-29,416.84	-333,108.72	-7,434,721.28	0.00		
	Fund Revenue Sub Totals:	9,039,082.00	39,399.64	393,247.08	8,645,834.92	0.00	8,645,834.92	95.65
	Fund Expense Sub Totals:	9,426,252.00	307,822.67	1,256,896.50	8,169,355.50	0.00	8,169,355.50	86.67
	Fund 170 Sub Totals:	387,170.00	268,423.03	863,649.42	-476,479.42	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	48,695.00	48,695.00	4,985.00	0.00	4,985.00	9.29
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	48,695.00	68,500.00	28,180.00	0.00	28,180.00	29.15
	Expense Sub Totals:	96,680.00	48,695.00	68,500.00	28,180.00	0.00	28,180.00	29.15
	Dept 000 Sub Totals:	96,680.00	48,695.00	68,500.00	28,180.00	0.00		
Dept 175-175	TAXES							
R01	Sales Tax - 1/16-Cent	169,780.00	15,974.27	103,275.52	66,504.48	0.00	66,504.48	39.17
175-175-4030-175	R01 Sub Totals:	169,780.00	15,974.27	103,275.52	66,504.48	0.00	66,504.48	39.17
R06	REVENUE FROM USE OF ASSET							
175-175-4700-175	Interest Earned-Senior Center	400.00	627.51	3,358.26	-2,958.26	0.00	-2,958.26	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	627.51	3,358.26	-2,958.26	0.00	-2,958.26	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	16,601.78	106,633.78	63,546.22	0.00	63,546.22	37.34
E10	PERSONNEL							
175-175-5010-175	Senior Center Salaries	5,743.00	441.67	2,834.37	2,908.63	0.00	2,908.63	50.65
175-175-5020-175	Senior Center Overtime	500.00	0.00	27.60	472.40	0.00	472.40	94.48
175-175-5170-175	Senior Center Social Security	478.00	33.31	216.07	261.93	0.00	261.93	54.80
175-175-5180-175	Senior Center Retirement	313.00	22.08	143.08	169.92	0.00	169.92	54.29
175-175-5190-175	Senior Center Health Insurance	1,209.00	95.32	571.95	637.05	0.00	637.05	52.69
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	3,793.07	5,023.93	0.00	5,023.93	56.98
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	3,150.00	5,346.16	2,083.84	0.00	2,083.84	28.05
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	27.48	847.11	11,500.89	0.00	11,500.89	93.14
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	76.47	206.63	843.37	0.00	843.37	80.32
175-175-5610-175		Senior Center Activity/Event	3,150.00	69.74	736.93	2,413.07	0.00	2,413.07	76.61
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	3,557.35	11,278.33	15,721.67	0.00	15,721.67	58.23
175-175-6350-175		Senior Center Phones	4,473.00	352.47	2,114.82	2,358.18	0.00	2,358.18	52.72
E20 Sub Totals:			62,057.00	7,233.51	20,529.98	41,527.02	0.00	41,527.02	66.92
Expense Sub Totals:			70,874.00	7,825.89	24,323.05	46,550.95	0.00	46,550.95	65.68
Dept 175 Sub Totals:			-99,306.00	-8,775.89	-82,310.73	-16,995.27	0.00		
Fund Revenue Sub Totals:			170,180.00	16,601.78	106,633.78	63,546.22	0.00	63,546.22	37.34
Fund Expense Sub Totals:			167,554.00	56,520.89	92,823.05	74,730.95	0.00	74,730.95	44.60
Fund 175 Sub Totals:			-2,626.00	39,919.11	-13,810.73	11,184.73	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	25,002.00	24,998.00	0.00	24,998.00	50.00
180-000-3390-000		Transfer from Parks Sales Tax	65,180.00	5,432.00	32,592.00	32,588.00	0.00	32,588.00	50.00
R90 Sub Totals:			115,180.00	9,599.00	57,594.00	57,586.00	0.00	57,586.00	50.00
Revenue Sub Totals:			115,180.00	9,599.00	57,594.00	57,586.00	0.00	57,586.00	50.00
E90		TRANSFERS OUT							
180-000-3200-000		Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3241-000		Transfer to GC fm Parks -Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3285-000		Trns to Capital Improvement	429,028.00	51,790.00	247,555.10	181,472.90	0.00	181,472.90	42.30
180-000-3290-000		Transfer to Parks Recreation	65,180.00	5,432.00	32,592.00	32,588.00	0.00	32,588.00	50.00
E90 Sub Totals:			494,208.00	57,222.00	280,147.10	214,060.90	0.00	214,060.90	43.31
Expense Sub Totals:			494,208.00	57,222.00	280,147.10	214,060.90	0.00	214,060.90	43.31
Dept 000 Sub Totals:			379,028.00	47,623.00	222,553.10	156,474.90	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	57,507.51	371,792.20	239,409.80	0.00	239,409.80	39.17
	R01 Sub Totals:	611,202.00	57,507.51	371,792.20	239,409.80	0.00	239,409.80	39.17
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	774.75	2,837.20	662.80	0.00	662.80	18.94
	R04 Sub Totals:	3,500.00	774.75	2,837.20	662.80	0.00	662.80	18.94
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,000.00	365.00	901.00	1,099.00	0.00	1,099.00	54.95
180-750-4500-752	RV Pad Rental	3,000.00	150.00	987.00	2,013.00	0.00	2,013.00	67.10
180-750-4700-750	Interest Earned-Parks Fund	1,400.00	1,600.13	9,648.85	-8,248.85	0.00	-8,248.85	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	2,115.13	13,690.85	-7,290.85	0.00	-7,290.85	0.00
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	161.00	381.50	-381.50	0.00	-381.50	0.00
	R07 Sub Totals:	0.00	161.00	381.50	-381.50	0.00	-381.50	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	60,558.39	388,701.75	325,052.25	0.00	325,052.25	45.54
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	232,051.00	17,465.42	107,659.69	124,391.31	0.00	124,391.31	53.61
180-750-5020-750	Parks Overtime	8,000.00	0.00	2,227.52	5,772.48	0.00	5,772.48	72.16
180-750-5070-750	Availability Allowance	720.00	60.00	360.00	360.00	0.00	360.00	50.00
180-750-5170-750	Parks Social Security	18,364.00	1,320.82	8,321.56	10,042.44	0.00	10,042.44	54.69
180-750-5180-750	Parks Retirement	12,003.00	760.88	3,780.14	8,222.86	0.00	8,222.86	68.51
180-750-5190-750	Parks Health Insurance	45,317.00	3,574.32	21,142.25	24,174.75	0.00	24,174.75	53.35
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	0.00	40.00	1,000.00	0.00	1,000.00	96.15
180-750-5380-750	Parks Uniforms	3,500.00	582.00	2,623.04	876.96	0.00	876.96	25.06
	E10 Sub Totals:	331,510.00	23,763.44	146,154.20	185,355.80	0.00	185,355.80	55.91
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	256.24	3,209.01	-814.01	0.00	-814.01	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	10,987.80	17,761.24	10,238.76	0.00	10,238.76	36.57
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	22.92	22.92	977.08	0.00	977.08	97.71
180-750-5330-750	Parks Equipment Maintenance	18,000.00	988.21	12,381.46	5,618.54	0.00	5,618.54	31.21
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	891.78	5,454.08	8,045.92	0.00	8,045.92	59.60
180-750-5590-750	Parks General Supplies	10,000.00	1,593.64	3,535.51	6,464.49	0.00	6,464.49	64.64
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	0.00	3,978.79	221.21	0.00	221.21	5.27
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	308.27	389.24	2,742.76	0.00	2,742.76	87.57
180-750-6300-750	Parks Electricity	17,000.00	1,231.25	7,591.81	9,408.19	0.00	9,408.19	55.34
180-750-6310-750	Parks Heating Fuels	2,900.00	197.14	1,226.88	1,673.12	0.00	1,673.12	57.69
180-750-6350-750	Parks Phones	4,814.00	381.41	2,259.52	2,554.48	0.00	2,554.48	53.06
180-750-6390-750	Parks Minor Equipment	10,500.00	412.36	3,023.10	7,476.90	0.00	7,476.90	71.21
180-750-6410-750	Flowers & Plants	4,725.00	705.00	1,583.00	3,142.00	0.00	3,142.00	66.50
	E20 Sub Totals:	154,414.00	17,976.02	62,821.12	91,592.88	0.00	91,592.88	59.32
	Expense Sub Totals:	485,924.00	41,739.46	208,975.32	276,948.68	0.00	276,948.68	56.99
	Dept 750 Sub Totals:	-227,830.00	-18,818.93	-179,726.43	-48,103.57	0.00		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	45,000.00	20.00	150.00	44,850.00	0.00	44,850.00	99.67
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	632.12	950.52	5,049.48	0.00	5,049.48	84.16
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	1,790.90	1,790.90	3,209.10	0.00	3,209.10	64.18
180-940-6300-940	Parks - Pool Electricity	4,000.00	38.75	-277.98	4,277.98	0.00	4,277.98	106.95
	E20 Sub Totals:	72,796.00	2,481.77	2,613.44	70,182.56	0.00	70,182.56	96.41
	Expense Sub Totals:	72,796.00	2,481.77	2,613.44	70,182.56	0.00	70,182.56	96.41
	Dept 940 Sub Totals:	72,796.00	2,481.77	2,613.44	70,182.56	0.00		
	Fund Revenue Sub Totals:	828,934.00	70,157.39	446,295.75	382,638.25	0.00	382,638.25	46.16
	Fund Expense Sub Totals:	1,052,928.00	101,443.23	491,735.86	561,192.14	0.00	561,192.14	53.30
	Fund 180 Sub Totals:	223,994.00	31,285.84	45,440.11	178,553.89	0.00		

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	194,780.00	194,780.00	18,939.00	0.00	18,939.00	8.86
195-000-3285-000		Trns to Capital Improvement	318,410.00	168,410.00	168,410.00	150,000.00	0.00	150,000.00	47.11
		E90 Sub Totals:	532,129.00	363,190.00	363,190.00	168,939.00	0.00	168,939.00	31.75
		Expense Sub Totals:	532,129.00	363,190.00	363,190.00	168,939.00	0.00	168,939.00	31.75
		Dept 000 Sub Totals:	532,129.00	363,190.00	363,190.00	168,939.00	0.00		
Dept	195-114								
R06		REVENUE FROM USE OF ASSET							
195-114-4500-114		Lampo Rental Fees	13,000.00	600.00	9,304.27	3,695.73	0.00	3,695.73	28.43
		R06 Sub Totals:	13,000.00	600.00	9,304.27	3,695.73	0.00	3,695.73	28.43
		Revenue Sub Totals:	13,000.00	600.00	9,304.27	3,695.73	0.00	3,695.73	28.43
E20		OPERATING COSTS							
195-114-5260-114		Lampo Professional Services	2,200.00	75.00	732.60	1,467.40	0.00	1,467.40	66.70
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	752.96	6,959.72	540.28	0.00	540.28	7.20
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	99.44	570.93	479.07	0.00	479.07	45.63
195-114-6300-114		Lampo Electricity	10,000.00	194.99	829.43	9,170.57	0.00	9,170.57	91.71
195-114-6310-114		Lampo Heating Fuels	4,933.00	562.75	3,867.57	1,065.43	0.00	1,065.43	21.60
		E20 Sub Totals:	29,304.00	1,685.14	13,002.26	16,301.74	0.00	16,301.74	55.63
		Expense Sub Totals:	29,304.00	1,685.14	13,002.26	16,301.74	0.00	16,301.74	55.63
		Dept 114 Sub Totals:	16,304.00	1,085.14	3,697.99	12,606.01	0.00		
Dept	195-195								
R01		TAXES							
195-195-4030-195		Auditorium Sales Tax	509,334.00	47,922.80	309,826.53	199,507.47	0.00	199,507.47	39.17
		R01 Sub Totals:	509,334.00	47,922.80	309,826.53	199,507.47	0.00	199,507.47	39.17
R06		REVENUE FROM USE OF ASSET							
195-195-4500-195		Auditorium Rental Fees	18,500.00	1,312.50	8,117.50	10,382.50	0.00	10,382.50	56.12
195-195-4520-195		Auditorium Sound Fees	3,000.00	290.00	1,475.00	1,525.00	0.00	1,525.00	50.83
195-195-4700-195		Interest Earned-Auditorium Fd	1,500.00	2,795.96	16,427.98	-14,927.98	0.00	-14,927.98	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	4,398.46	26,020.48	-3,020.48	0.00	-3,020.48	0.00
Revenue Sub Totals:			532,334.00	52,321.26	335,847.01	196,486.99	0.00	196,486.99	36.91
E10		PERSONNEL							
195-195-5010-195		Auditorium Salaries	43,926.00	1,794.26	11,599.67	32,326.33	0.00	32,326.33	73.59
195-195-5020-195		Auditorium Overtime	6,000.00	162.63	938.95	5,061.05	0.00	5,061.05	84.35
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	146.95	951.65	3,021.35	0.00	3,021.35	76.05
195-195-5180-195		Auditorium Retirement	2,497.00	97.85	606.69	1,890.31	0.00	1,890.31	75.70
195-195-5190-195		Auditorium Health Insurance	8,686.00	415.79	2,427.82	6,258.18	0.00	6,258.18	72.05
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	2,617.48	16,622.28	52,734.72	0.00	52,734.72	76.03
E20		OPERATING COSTS							
195-195-5260-195		Auditorium Prof. Services	7,110.00	1,792.95	4,571.75	2,538.25	0.00	2,538.25	35.70
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	1,538.10	7,365.42	17,154.58	0.00	17,154.58	69.96
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	158.36	1,204.46	1,420.54	0.00	1,420.54	54.12
195-195-6300-195		Auditorium Electricity	38,000.00	2,736.48	15,458.48	22,541.52	0.00	22,541.52	59.32
195-195-6310-195		Auditorium Heating Fuels	13,000.00	1,600.97	8,591.04	4,408.96	0.00	4,408.96	33.92
195-195-6350-195		Auditorium Phones	4,448.00	352.47	2,114.82	2,333.18	0.00	2,333.18	52.45
E20 Sub Totals:			116,252.00	8,179.33	39,305.97	76,946.03	0.00	76,946.03	66.19
Expense Sub Totals:			185,609.00	10,796.81	55,928.25	129,680.75	0.00	129,680.75	69.87
Dept 195 Sub Totals:			-346,725.00	-41,524.45	-279,918.76	-66,806.24	0.00		
Fund Revenue Sub Totals:			545,334.00	52,921.26	345,151.28	200,182.72	0.00	200,182.72	36.71
Fund Expense Sub Totals:			747,042.00	375,671.95	432,120.51	314,921.49	0.00	314,921.49	42.16
Fund 195 Sub Totals:			201,708.00	322,750.69	86,969.23	114,738.77	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
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	625.00	4,125.00	0.00	4,125.00	86.84
	E50 Sub Totals:	61,950.00	0.00	25,556.17	36,393.83	0.00	36,393.83	58.75
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	25,556.17	226,393.83	0.00	226,393.83	89.86
	Dept 216 Sub Totals:	251,950.00	0.00	25,556.17	226,393.83	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	25,556.17	226,393.83	0.00	226,393.83	89.86
	Fund 216 Sub Totals:	0.00	0.00	625.00	-625.00	0.00		
Fund 221	2021 Special Obligation Bonds							
Dept 221-000	Non-Departmental							
R90	TRANSFERS IN							
221-000-3320-000	Transfer to 2021 Series DS	0.00	486,950.00	486,950.00	-486,950.00	0.00	-486,950.00	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	486,950.00	486,950.00	14,352.00	0.00	14,352.00	2.86
	Revenue Sub Totals:	501,302.00	486,950.00	486,950.00	14,352.00	0.00	14,352.00	2.86
	Dept 000 Sub Totals:	-501,302.00	-486,950.00	-486,950.00	-14,352.00	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	5.10	30.14	-30.14	0.00	-30.14	0.00
	R06 Sub Totals:	0.00	5.10	30.14	-30.14	0.00	-30.14	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
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	5.10	30.14	-30.14	0.00	-30.14	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	43,001.00	16,950.00	16,950.00	26,051.00	0.00	26,051.00	60.58
221-221-5940-221	2021 Series Admin Fees	2,500.00	0.00	636.00	1,864.00	0.00	1,864.00	74.56
221-221-5950-221	2021 Series Cost of Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	45,501.00	16,950.00	17,586.00	27,915.00	0.00	27,915.00	61.35
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	455,000.00	470,000.00	470,000.00	-15,000.00	0.00	-15,000.00	0.00
	E55 Sub Totals:	455,000.00	470,000.00	470,000.00	-15,000.00	0.00	-15,000.00	0.00
	Expense Sub Totals:	500,501.00	486,950.00	487,586.00	12,915.00	0.00	12,915.00	2.58
	Dept 221 Sub Totals:	500,501.00	486,944.90	487,555.86	12,945.14	0.00		
	Fund Revenue Sub Totals:	501,302.00	486,955.10	486,980.14	14,321.86	0.00	14,321.86	2.86
	Fund Expense Sub Totals:	500,501.00	486,950.00	487,586.00	12,915.00	0.00	12,915.00	2.58
	Fund 221 Sub Totals:	-801.00	-5.10	605.86	-1,406.86	0.00		
Fund 290	Employee Insurance							
Dept 290-000	Non-Departmental							
R90	TRANSFERS IN							
290-000-3390-000	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 290-290	REVENUE FROM USE OF ASSET							
R06	Interest Earned-Employee Ins.	100.00	0.00	12.03	87.97	0.00	87.97	87.97
290-290-4700-290	R06 Sub Totals:	100.00	0.00	12.03	87.97	0.00	87.97	87.97
R10	NON-OPERATING REVENUES							
290-290-4951-290	City Portion for Ins Shortage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-290-4960-290	Employee Portion-Insurance	158,000.00	20,102.55	88,115.12	69,884.88	0.00	69,884.88	44.23

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	20,102.55	88,115.12	69,884.88	0.00	69,884.88	44.23
	TRANSFERS IN							
	City's Portion - Insur.	836,848.00	63,790.51	363,077.14	473,770.86	0.00	473,770.86	56.61
	R90 Sub Totals:	836,848.00	63,790.51	363,077.14	473,770.86	0.00	473,770.86	56.61
E25 290-290-6140-290 290-290-6150-290	Revenue Sub Totals:	994,948.00	83,893.06	451,204.29	543,743.71	0.00	543,743.71	54.65
	NON-OPERATING EXPENSE							
	Health Insurance Fees Employee	861,017.00	133,019.78	418,306.24	442,710.76	0.00	442,710.76	51.42
	Health Insurance Fees Dependnt	158,000.00	21,330.45	75,827.88	82,172.12	0.00	82,172.12	52.01
	E25 Sub Totals:	1,019,017.00	154,350.23	494,134.12	524,882.88	0.00	524,882.88	51.51
	Expense Sub Totals:	1,019,017.00	154,350.23	494,134.12	524,882.88	0.00	524,882.88	51.51
Dept 290-291 E25 290-291-6120-290 290-291-6130-290 290-291-6130-291 290-291-6130-292 290-291-6135-290	Dept 290 Sub Totals:	24,069.00	70,457.17	42,929.83	-18,860.83	0.00		
	NON-OPERATING EXPENSE							
	Dental Insurance -Employee	0.00	5,195.74	15,110.60	-15,110.60	0.00	-15,110.60	0.00
	Dental Insurance Dependent	0.00	2,406.12	7,172.46	-7,172.46	0.00	-7,172.46	0.00
	Life Insurance Employee	0.00	965.65	965.65	-965.65	0.00	-965.65	0.00
	Life Insurance Dependent	0.00	8,541.32	8,541.32	-8,541.32	0.00	-8,541.32	0.00
	Vision Insurance	0.00	1,131.89	3,759.30	-3,759.30	0.00	-3,759.30	0.00
	E25 Sub Totals:	0.00	18,240.72	35,549.33	-35,549.33	0.00	-35,549.33	0.00
	Expense Sub Totals:	0.00	18,240.72	35,549.33	-35,549.33	0.00	-35,549.33	0.00
	Dept 291 Sub Totals:	0.00	18,240.72	35,549.33	-35,549.33	0.00		
	Fund Revenue Sub Totals:	994,948.00	83,893.06	451,204.29	543,743.71	0.00	543,743.71	54.65
	Fund Expense Sub Totals:	1,019,017.00	172,590.95	529,683.45	489,333.55	0.00	489,333.55	48.02
Fund 300 Dept 300-000 R90 300-000-3303-000 300-000-3385-000 300-000-3385-111	Fund 290 Sub Totals:	24,069.00	88,697.89	78,479.16	-54,410.16	0.00		
	Capital Improvement Sales Tax							
	Non-Departmental							
	TRANSFERS IN							
	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	52,233.00	52,257.54	52,257.54	-24.54	0.00	-24.54	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
300-000-3385-112	Transfer fm General Admin	209,630.00	197,630.00	197,630.00	12,000.00	0.00	12,000.00	5.72
300-000-3385-115	Transfer from Development	12,434.00	4,503.19	8,253.19	4,180.81	0.00	4,180.81	33.62
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	158,146.48	-7,146.48	0.00	-7,146.48	0.00
300-000-3385-130	Transfer fm Fire Department	640,345.00	52,642.00	272,747.37	367,597.63	0.00	367,597.63	57.41
300-000-3385-160	Transfer fm Airport	727,538.00	1,704.96	481,713.09	245,824.91	0.00	245,824.91	33.79
300-000-3385-170	Transfer fm Drainage	9,284,114.00	297,839.87	1,196,758.14	8,087,355.86	0.00	8,087,355.86	87.11
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	429,028.00	51,790.00	247,555.10	181,472.90	0.00	181,472.90	42.30
300-000-3385-195	Transfer fm Auditorium	318,410.00	168,410.00	168,410.00	150,000.00	0.00	150,000.00	47.11
300-000-3385-204	Transfer fm Cemetery	91,107.00	0.00	41,106.52	50,000.48	0.00	50,000.48	54.88
300-000-3385-450	Transfer fm Golf Course	275,367.00	52,796.00	167,573.80	107,793.20	0.00	107,793.20	39.15
300-000-3385-800	Transfer fm Streets Dept	596,036.00	13,509.57	261,955.54	334,080.46	0.00	334,080.46	56.05
	R90 Sub Totals:	12,898,242.00	893,083.13	3,286,108.55	9,612,133.45	0.00	9,612,133.45	74.52
	Revenue Sub Totals:	12,898,242.00	893,083.13	3,286,108.55	9,612,133.45	0.00	9,612,133.45	74.52
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	125,976.00	125,974.00	0.00	125,974.00	50.00
300-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	251,950.00	20,996.00	125,976.00	125,974.00	0.00	125,974.00	50.00
	Expense Sub Totals:	251,950.00	20,996.00	125,976.00	125,974.00	0.00	125,974.00	50.00
	Dept 000 Sub Totals:	-12,646,292.00	-872,087.13	-3,160,132.55	-9,486,159.45	0.00		
Dept 300-300	Capital Improvement							
R01	TAXES							
300-300-4030-300	Capital Improvement Sales Tax	336,204.00	31,948.55	206,551.04	129,652.96	0.00	129,652.96	38.56
	R01 Sub Totals:	336,204.00	31,948.55	206,551.04	129,652.96	0.00	129,652.96	38.56
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	1,200.00	1,750.25	5,635.19	-4,435.19	0.00	-4,435.19	0.00
	R06 Sub Totals:	1,200.00	1,750.25	5,635.19	-4,435.19	0.00	-4,435.19	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	33,698.80	212,186.23	125,217.77	0.00	125,217.77	37.11

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30		CAPITAL OUTLAY							
300-300-5790-111		Capital Impr./Purchase Clerk	52,233.00	52,257.54	52,257.54	-24.54	0.00	-24.54	0.00
300-300-5790-112		Capital Impr./Purchase GenAdm	209,630.00	197,630.00	197,630.00	12,000.00	0.00	12,000.00	5.72
300-300-5790-115		Capital Impr/Purch Development	12,434.00	4,503.19	8,253.19	4,180.81	3,750.00	430.81	3.46
300-300-5790-130		Capital Impr/Purch Fire Dept	640,345.00	52,642.00	272,747.37	367,597.63	3,000.00	364,597.63	56.94
300-300-5790-175		Capital Impr/Purch Senior Cent	43,000.00	0.00	19,805.00	23,195.00	4,540.00	18,655.00	43.38
300-300-5790-195		Capital Impr/Purch Auditorium	318,410.00	168,410.00	168,410.00	150,000.00	0.00	150,000.00	47.11
300-300-5790-204		Capital Impr/Purch IOOF	91,107.00	0.00	41,106.52	50,000.48	0.00	50,000.48	54.88
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	52,796.00	155,573.80	119,793.20	0.00	119,793.20	43.50
300-300-5790-750		Capital Impr/Purch Parks & Rec	429,028.00	51,790.00	247,555.10	181,472.90	29,500.00	151,972.90	35.42
300-300-5790-800		Capital Impr/Purch Street Dept	596,036.00	13,509.57	273,955.54	322,080.46	109,098.00	212,982.46	35.73
300-300-5790-990		Capital Impr/Purch Drainage	9,284,114.00	297,839.87	1,196,704.14	8,087,409.86	3,014,361.30	5,073,048.56	54.64
		E30 Sub Totals:	11,951,704.00	891,378.17	2,633,998.20	9,317,705.80	3,164,249.30	6,153,456.50	51.49
E90		TRANSFERS OUT							
300-300-5790-118		Capital Impr/Purch Recycle Ctr	68,000.00	29,970.00	42,166.78	25,833.22	0.00	25,833.22	37.99
300-300-5790-120		Capital Impr/Purch Police Dept	151,000.00	0.00	158,146.48	-7,146.48	0.00	-7,146.48	0.00
300-300-5790-160		Capital Impr/Purch Airport	727,538.00	1,704.96	481,713.09	245,824.91	103,373.31	142,451.60	19.58
		E90 Sub Totals:	946,538.00	31,674.96	682,026.35	264,511.65	103,373.31	161,138.34	17.02
		Expense Sub Totals:	12,898,242.00	923,053.13	3,316,024.55	9,582,217.45	3,267,622.61	6,314,594.84	48.96
		Dept 300 Sub Totals:	12,560,838.00	889,354.33	3,103,838.32	9,456,999.68	3,267,622.61		
		Fund Revenue Sub Totals:	13,235,646.00	926,781.93	3,498,294.78	9,737,351.22	0.00	9,737,351.22	73.57
		Fund Expense Sub Totals:	13,150,192.00	944,049.13	3,442,000.55	9,708,191.45	3,267,622.61	6,440,568.84	48.98
		Fund 300 Sub Totals:	-85,454.00	17,267.20	-56,294.23	-29,159.77	3,267,622.61		
Fund	310	Hotel/Motel Tax							
Dept	310-000	Non-Departmental							
E90		TRANSFERS OUT							
310-000-3210-000		Tran to General Adm 3% Adm Cst	2,860.00	239.00	1,434.00	1,426.00	0.00	1,426.00	49.86
310-000-3211-000		Transfer to Gen. PR Coord	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-000-3255-000		Transfer to -Celebrate	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	14,434.00	20,926.00	0.00	20,926.00	59.18
		Expense Sub Totals:	35,360.00	239.00	14,434.00	20,926.00	0.00	20,926.00	59.18

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 000 Sub Totals:	35,360.00	239.00	14,434.00	20,926.00	0.00		
Dept 310-310								
R01	TAXES							
310-310-4040-330	Motel Tax Revenue	95,317.00	5,830.54	48,098.95	47,218.05	0.00	47,218.05	49.54
	R01 Sub Totals:	95,317.00	5,830.54	48,098.95	47,218.05	0.00	47,218.05	49.54
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	1,000.00	869.83	4,212.06	-3,212.06	0.00	-3,212.06	0.00
	R06 Sub Totals:	1,000.00	869.83	4,212.06	-3,212.06	0.00	-3,212.06	0.00
	Revenue Sub Totals:	96,317.00	6,700.37	52,311.01	44,005.99	0.00	44,005.99	45.69
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	102,738.00	9,677.41	76,896.01	25,841.99	2,019.39	23,822.60	23.19
310-310-6300-310	Hotel Motel Electricity	600.00	54.10	231.29	368.71	0.00	368.71	61.45
310-310-6520-330	Easter Event	305.00	0.00	0.00	305.00	0.00	305.00	100.00
	E20 Sub Totals:	103,643.00	9,731.51	77,127.30	26,515.70	2,019.39	24,496.31	23.64
	Expense Sub Totals:	103,643.00	9,731.51	77,127.30	26,515.70	2,019.39	24,496.31	23.64
	Dept 310 Sub Totals:	7,326.00	3,031.14	24,816.29	-17,490.29	2,019.39		
	Fund Revenue Sub Totals:	96,317.00	6,700.37	52,311.01	44,005.99	0.00	44,005.99	45.69
	Fund Expense Sub Totals:	139,003.00	9,970.51	91,561.30	47,441.70	2,019.39	45,422.31	32.68
	Fund 310 Sub Totals:	42,686.00	3,270.14	39,250.29	3,435.71	2,019.39		
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

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
360-360-4910-360		Sales Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06		REVENUE FROM USE OF ASSET							
360-360-4700-360		Interest Earned-TIF Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R10		NON-OPERATING REVENUES							
360-360-4900-000		CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E25		NON-OPERATING EXPENSE							
360-360-5590-360		TIF Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E25 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90		TRANSFERS OUT							
360-360-6980-360		TIF Reim. W/WW 2012A&B	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 360 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
		Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Fund 360 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund	450	Golf Course							
Dept	450-000	Non-Departmental							
R90		TRANSFERS IN							
450-000-3340-000		Transfer fm General	120,000.00	0.00	0.00	120,000.00	0.00	120,000.00	100.00
450-000-3341-000		Transfer fm Parks -Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-000-3342-000		Transfer fm Capital Imp	251,950.00	20,996.00	125,976.00	125,974.00	0.00	125,974.00	50.00
		R90 Sub Totals:	371,950.00	20,996.00	125,976.00	245,974.00	0.00	245,974.00	66.13
		Revenue Sub Totals:	371,950.00	20,996.00	125,976.00	245,974.00	0.00	245,974.00	66.13
E90		TRANSFERS OUT							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-000-3276-000	Transfer to 2016 DS	251,950.00	0.00	24,931.17	227,018.83	0.00	227,018.83	90.10
450-000-3285-000	Trns to Capital Improvement	275,367.00	52,796.00	167,573.80	107,793.20	0.00	107,793.20	39.15
	E90 Sub Totals:	527,317.00	52,796.00	192,504.97	334,812.03	0.00	334,812.03	63.49
	Expense Sub Totals:	527,317.00	52,796.00	192,504.97	334,812.03	0.00	334,812.03	63.49
	Dept 000 Sub Totals:	155,367.00	31,800.00	66,528.97	88,838.03	0.00		
Dept 450-150 R04	CHARGES FOR SERVICES							
450-150-4350-430	Golf Course Fees	145,000.00	3,413.00	45,495.00	99,505.00	0.00	99,505.00	68.62
450-150-4352-430	City Tournament Fees	14,400.00	0.00	5,600.00	8,800.00	0.00	8,800.00	61.11
450-150-4370-430	Passes for Fees	80,000.00	0.00	3,972.00	76,028.00	0.00	76,028.00	95.04
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	3,413.00	55,067.00	184,833.00	0.00	184,833.00	77.05
R06	REVENUE FROM USE OF ASSET							
450-150-4360-430	Golf Cart Rentals	130,000.00	3,143.00	44,408.00	85,592.00	0.00	85,592.00	65.84
450-150-4390-430	Driving Range Revenue	5,000.00	0.00	2,199.00	2,801.00	0.00	2,801.00	56.02
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	279.44	1,329.15	-1,329.15	0.00	-1,329.15	0.00
450-150-4760-430	Insurance Proceeds	0.00	0.00	19,000.00	-19,000.00	0.00	-19,000.00	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	3,422.44	66,936.15	68,063.85	0.00	68,063.85	50.42
R07	OTHER INCOME							
450-150-4800-430	Golf Course Miscellaneous	0.00	30.50	3,255.48	-3,255.48	0.00	-3,255.48	0.00
	R07 Sub Totals:	0.00	30.50	3,255.48	-3,255.48	0.00	-3,255.48	0.00
R08	SALES REVENUE							
450-150-4380-430	Pro Shop Revenue	30,000.00	865.50	10,991.75	19,008.25	0.00	19,008.25	63.36
450-150-4420-430	Golf Concessions Revenue	35,000.00	877.00	12,202.25	22,797.75	0.00	22,797.75	65.14
	R08 Sub Totals:	65,000.00	1,742.50	23,194.00	41,806.00	0.00	41,806.00	64.32
	Revenue Sub Totals:	439,900.00	8,608.44	148,452.63	291,447.37	0.00	291,447.37	66.25
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	161,397.00	2,965.56	40,095.23	121,301.77	0.00	121,301.77	75.16
450-150-5020-430	Golf Course Overtime	5,000.00	186.24	1,877.91	3,122.09	0.00	3,122.09	62.44
450-150-5030-430	Golf Course Part Time	87,128.00	2,674.25	33,420.26	53,707.74	0.00	53,707.74	61.64
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	439.68	5,741.26	13,653.74	0.00	13,653.74	70.40
450-150-5180-430	Golf Course Retirement	8,320.00	0.00	335.22	7,984.78	0.00	7,984.78	95.97

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-5190-430		Golf Course Health Insurance	30,211.00	595.72	3,735.58	26,475.42	0.00	26,475.42	87.64
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	0.00	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	6,861.45	85,347.76	242,293.24	0.00	242,293.24	73.95
E20		OPERATING COSTS							
450-150-5260-430		Golf Course Prof. Services	10,511.00	7,245.17	14,069.94	-3,558.94	0.00	-3,558.94	0.00
450-150-5270-430		Golf Course Credit Card Fees	9,450.00	493.85	3,092.58	6,357.42	0.00	6,357.42	67.27
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	2,405.92	6,124.80	25,375.20	0.00	25,375.20	80.56
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	1,637.53	7,335.60	2,664.40	0.00	2,664.40	26.64
450-150-5325-430		Grounds Maintenance	40,000.00	0.00	162.46	39,837.54	0.00	39,837.54	99.59
450-150-5330-430		Golf Equipment Maintenance	15,000.00	7,169.76	14,825.41	174.59	0.00	174.59	1.16
450-150-5335-430		Golf Cart Maintenance	3,675.00	145.41	980.39	2,694.61	0.00	2,694.61	73.32
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	3,801.46	6,966.10	14,033.90	0.00	14,033.90	66.83
450-150-5540-430		Golf Course Chemicals	60,000.00	2,014.00	45,695.44	14,304.56	0.00	14,304.56	23.84
450-150-5590-430		Golf Course General Supplies	6,300.00	673.11	1,375.69	4,924.31	0.00	4,924.31	78.16
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	208.27	208.27	1,245.73	0.00	1,245.73	85.68
450-150-6300-430		Golf Course Electricity	27,000.00	1,239.45	5,761.57	21,238.43	0.00	21,238.43	78.66
450-150-6350-430		Golf Course Phones	5,670.00	410.36	2,404.24	3,265.76	0.00	3,265.76	57.60
		E20 Sub Totals:	288,626.00	27,444.29	113,935.05	174,690.95	0.00	174,690.95	60.53
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	34,305.74	199,282.81	435,791.19	0.00	435,791.19	68.62
		Dept 150 Sub Totals:	195,174.00	25,697.30	50,830.18	144,343.82	0.00		
		Fund Revenue Sub Totals:	811,850.00	29,604.44	274,428.63	537,421.37	0.00	537,421.37	66.20
		Fund Expense Sub Totals:	1,162,391.00	87,101.74	391,787.78	770,603.22	0.00	770,603.22	66.29
		Fund 450 Sub Totals:	350,541.00	57,497.30	117,359.15	233,181.85	0.00		
Fund 500		Water/Wastewater							
Dept 500-000		Non-Departmental							
R10		NON-OPERATING REVENUES							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-000-2590-000	Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
500-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3306-000	Transfer fm ARPA	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	412,458.00	723,522.00	0.00	723,522.00	63.69
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	1,132,791.00	94,399.00	392,766.00	740,025.00	0.00	740,025.00	65.33
500-000-3362-000	Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	75,000.00	75,000.00	0.00	75,000.00	50.00
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	124,998.00	125,002.00	0.00	125,002.00	50.00
	R90 Sub Totals:	2,976,078.00	222,397.00	1,005,222.00	1,970,856.00	0.00	1,970,856.00	66.22
	Revenue Sub Totals:	2,976,078.00	222,397.00	1,005,222.00	1,970,856.00	0.00	1,970,856.00	66.22
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Resrv	1,135,980.00	94,665.00	412,458.00	723,522.00	0.00	723,522.00	63.69
500-000-3261-000	Transfer to WW Rplcmt Reserve	1,132,791.00	94,399.00	392,766.00	740,025.00	0.00	740,025.00	65.33
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	75,000.00	75,000.00	0.00	75,000.00	50.00
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	124,998.00	125,002.00	0.00	125,002.00	50.00
500-000-3292-000	Transfer to other funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	2,668,771.00	222,397.00	1,005,222.00	1,663,549.00	0.00	1,663,549.00	62.33
	Expense Sub Totals:	2,668,771.00	222,397.00	1,005,222.00	1,663,549.00	0.00	1,663,549.00	62.33
	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 500-510	Dept 500 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
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	8,235.91	54,418.91	52,581.09	0.00	52,581.09	49.14
500-510-3530-510	Residential Trash Billing	574,560.00	54,042.62	323,538.53	251,021.47	0.00	251,021.47	43.69
500-510-3540-510	Service Application Fee	8,300.00	480.00	3,045.00	5,255.00	0.00	5,255.00	63.31
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	225,351.16	1,388,686.26	1,809,494.74	0.00	1,809,494.74	56.58
500-510-4792-510	Online Surcharge Fees	11,000.00	822.11	3,908.02	7,091.98	0.00	7,091.98	64.47
	R04 Sub Totals:	3,899,041.00	288,931.80	1,773,596.72	2,125,444.28	0.00	2,125,444.28	54.51
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	7,018.80	32,066.63	18,713.37	0.00	18,713.37	36.85
500-510-4700-510	Interest Earned-Water/WW	15,000.00	17,148.56	88,270.08	-73,270.08	0.00	-73,270.08	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	24,167.36	120,336.71	-54,556.71	0.00	-54,556.71	0.00
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	189.57	945.20	-945.20	0.00	-945.20	0.00
	R07 Sub Totals:	0.00	189.57	945.20	-945.20	0.00	-945.20	0.00
	Revenue Sub Totals:	3,964,821.00	313,288.73	1,894,878.63	2,069,942.37	0.00	2,069,942.37	52.21
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	315,399.00	24,243.95	154,821.27	160,577.73	0.00	160,577.73	50.91
500-510-5020-510	Water Admin Overtime	3,000.00	25.21	1,009.31	1,990.69	0.00	1,990.69	66.36
500-510-5170-510	Water Admin Social Security	24,128.00	1,738.97	11,216.84	12,911.16	0.00	12,911.16	53.51
500-510-5180-510	Water Admin Retirement	15,770.00	1,213.45	7,794.61	7,975.39	0.00	7,975.39	50.57
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	4,007.20	23,967.88	25,125.12	0.00	25,125.12	51.18
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	494.25	2,609.22	5,674.78	0.00	5,674.78	68.50
	E10 Sub Totals:	429,489.00	31,723.03	201,419.13	228,069.87	0.00	228,069.87	53.10
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	97,407.00	616.24	54,403.25	43,003.75	1,500.00	41,503.75	42.61

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-510-5270-510	Water Admin Credit Card Fees	41,000.00	5,413.20	30,491.77	10,508.23	0.00	10,508.23	25.63
500-510-5273-510	Collection Agency Charges	2,000.00	197.80	231.33	1,768.67	0.00	1,768.67	88.43
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	9,524.74	28,896.23	29,243.77	0.00	29,243.77	50.30
500-510-5700-510	Water Admin Comp., Software	2,916.00	208.27	496.15	2,419.85	0.00	2,419.85	82.99
500-510-6260-510	Trash Service Paid	545,832.00	51,245.60	254,170.75	291,661.25	0.00	291,661.25	53.43
500-510-6350-510	Water Admin Phones	5,040.00	400.00	2,400.00	2,640.00	0.00	2,640.00	52.38
	E20 Sub Totals:	753,935.00	67,605.85	371,621.87	382,313.13	1,500.00	380,813.13	50.51
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	99,328.88	573,041.00	615,383.00	1,500.00	613,883.00	51.66
	Dept 510 Sub Totals:	-2,776,397.00	-213,959.85	-1,321,837.63	-1,454,559.37	1,500.00		
Dept 500-530								
R03	INTER-GOVERNMENTAL							
500-530-4200-530	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-530-3500-531	Meter Fee	130,000.00	11,142.22	66,781.36	63,218.64	0.00	63,218.64	48.63
500-530-3610-531	Water Taps	58,000.00	7,810.00	20,089.72	37,910.28	0.00	37,910.28	65.36
	R04 Sub Totals:	188,000.00	18,952.22	86,871.08	101,128.92	0.00	101,128.92	53.79
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	18,952.22	94,083.02	93,916.98	0.00	93,916.98	49.96
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E02 Sub Totals:	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
E10	PERSONNEL							
500-530-5010-530	Water Distribution Salaries	380,656.00	22,681.10	151,629.81	229,026.19	0.00	229,026.19	60.17
500-530-5010-531	Meter Read/Mtnce. Salaries	120,757.00	9,154.47	52,060.54	68,696.46	0.00	68,696.46	56.89
500-530-5020-530	Water Distribution Overtime	25,000.00	2,145.96	14,364.51	10,635.49	0.00	10,635.49	42.54
500-530-5020-531	Meter Reading Overtime	8,000.00	146.97	3,362.27	4,637.73	0.00	4,637.73	57.97
500-530-5030-531	Meter Program Part Time	22,620.00	0.00	5,550.00	17,070.00	0.00	17,070.00	75.46
500-530-5070-530	Availability Allowance	1,800.00	120.00	795.00	1,005.00	0.00	1,005.00	55.83
500-530-5070-531	Availability Allowance	1,080.00	60.00	360.00	720.00	0.00	720.00	66.67
500-530-5170-530	Water Distribution Soc'l Sec.	30,804.00	1,891.37	12,648.81	18,155.19	0.00	18,155.19	58.94
500-530-5170-531	Meter Program Social Security	11,504.00	709.46	4,654.58	6,849.42	0.00	6,849.42	59.54
500-530-5180-530	Water Distribution Retirement	20,133.00	1,114.66	6,902.51	13,230.49	0.00	13,230.49	65.72
500-530-5180-531	Meter Program Retirement	6,388.00	330.08	2,196.22	4,191.78	0.00	4,191.78	65.62
500-530-5185-530	Pension Expense	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
500-530-5190-530	Water Distribution Health Ins.	67,975.00	4,170.04	25,020.24	42,954.76	0.00	42,954.76	63.19
500-530-5190-531	Meter Prog Health Insurance	22,659.00	1,787.16	9,531.52	13,127.48	0.00	13,127.48	57.93
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	1,057.45	2,248.45	2,751.55	0.00	2,751.55	55.03
500-530-5380-530	Water Distribution Uniforms	5,895.00	0.00	3,909.02	1,985.98	0.00	1,985.98	33.69
500-530-5380-531	Meter Program Uniforms	1,875.00	0.00	1,333.88	541.12	0.00	541.12	28.86
	E10 Sub Totals:	796,370.00	45,368.72	296,567.36	499,802.64	0.00	499,802.64	62.76
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	34,620.00	1,530.57	8,067.52	26,552.48	0.00	26,552.48	76.70
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	238.38	49,964.39	58,035.61	32,147.00	25,888.61	23.97
500-530-5330-530	Water Distribution Equip Maint	42,000.00	6,335.75	21,005.89	20,994.11	0.00	20,994.11	49.99
500-530-5330-531	Meter Program Equipment Maint.	26,250.00	825.95	999.20	25,250.80	7,894.50	17,356.30	66.12
500-530-5530-530	Water Distribution Fuels	36,750.00	1,852.80	13,804.86	22,945.14	0.00	22,945.14	62.44
500-530-5530-531	Meter Program Fuels/Lubricants	7,350.00	105.28	1,513.80	5,836.20	0.00	5,836.20	79.40
500-530-5590-530	Water Distrib. Gen Supplies	4,200.00	107.85	1,143.62	3,056.38	0.00	3,056.38	72.77
500-530-5590-531	Meter Program General Supplies	1,575.00	465.28	1,931.36	-356.36	0.00	-356.36	0.00
500-530-5620-530	Water Distribution Line Repair	115,236.00	4,619.86	30,098.98	85,137.02	7,985.09	77,151.93	66.95
500-530-5650-531	Meter Program Meter Sets	55,000.00	6,898.16	28,046.02	26,953.98	12,940.41	14,013.57	25.48
500-530-5700-530	Water Distrib. Comp., Software	2,954.00	278.32	278.32	2,675.68	0.00	2,675.68	90.58
500-530-5700-531	Meter Reading Comp/Software	2,146.00	248.25	248.25	1,897.75	0.00	1,897.75	88.43
500-530-6300-530	Water Distribution Electricity	6,372.00	356.14	1,649.14	4,722.86	0.00	4,722.86	74.12
500-530-6310-530	Water Distrib. Heating Fuels	2,106.00	362.16	2,296.47	-190.47	0.00	-190.47	0.00
500-530-6350-530	Water Dist Telephones	5,670.00	488.54	2,618.90	3,051.10	0.00	3,051.10	53.81
500-530-6390-530	Water Distribution Minor Equip	6,300.00	0.00	1,270.65	5,029.35	0.00	5,029.35	79.83

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	469,754.00	24,713.29	164,937.37	304,816.63	60,967.00	243,849.63	51.91
E30	CAPITAL OUTLAY							
500-530-5660-531	Meter Replacement Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5780-530	D&M Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5790-530	Water Dist Capital Purchases	181,000.00	13,022.09	44,750.42	136,249.58	0.00	136,249.58	75.28
500-530-5790-531	Meter Program Capital Equip	52,221.00	13,022.09	22,953.73	29,267.27	27,448.85	1,818.42	3.48
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:	233,221.00	26,044.18	67,704.15	165,516.85	27,448.85	138,068.00	59.20
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:	1,719,345.00	96,126.19	529,208.88	1,190,136.12	88,415.85	1,101,720.27	64.08
	Dept 530 Sub Totals:	1,531,345.00	77,173.97	435,125.86	1,096,219.14	88,415.85		
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	12,185.35	56,428.66	25,571.34	0.00	25,571.34	31.18
500-610-3590-610	Billings to Customers WW	3,102,194.00	195,950.26	1,228,621.75	1,873,572.25	0.00	1,873,572.25	60.40
500-610-3610-610	Sewer Saddle Charges	3,000.00	0.00	225.00	2,775.00	0.00	2,775.00	92.50
	R04 Sub Totals:	3,187,194.00	208,135.61	1,285,275.41	1,901,918.59	0.00	1,901,918.59	59.67
R06	REVENUE FROM USE OF ASSET							
500-610-4760-520	Filtration Insurance Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4760-610	Insurance Claims	0.00	0.00	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	0.00	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	3,187,194.00	208,135.61	1,293,546.22	1,893,647.78	0.00	1,893,647.78	59.41
E02	DEPRECIATION EXPENSE							
500-610-5990-610	Depreciation	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
	E02 Sub Totals:	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
E10	PERSONNEL							
500-610-5185-520	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-5185-610	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
500-610-5250-610	Wastewater Rent Expense	9,700.00	808.34	4,850.04	4,849.96	0.00	4,849.96	50.00
500-610-5260-520	Water Plant Prof. Services	19,650.00	40.00	5,635.53	14,014.47	9,918.00	4,096.47	20.85
500-610-5260-610	Wastewater Prof. Services	33,766.00	4,730.34	18,354.57	15,411.43	378.30	15,033.13	44.52
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	2,311.55	12,688.45	0.00	12,688.45	84.59
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	0.00	95.98	9,904.02	0.00	9,904.02	99.04
500-610-5330-610	Wastewater Equipment Maint.	82,500.00	3,131.98	19,667.42	62,832.58	0.00	62,832.58	76.16
500-610-5530-520	Water Plant Fuels/Lubricants	1,200.00	49.24	866.19	333.81	0.00	333.81	27.82
500-610-5530-610	Wastewater Fuels/Lubricants	23,352.00	992.94	8,833.07	14,518.93	0.00	14,518.93	62.17
500-610-5590-520	Water Plant General Supplies	200.00	0.00	88.38	111.62	0.00	111.62	55.81
500-610-5590-610	Wastewater General Supplies	525.00	4.41	39.30	485.70	0.00	485.70	92.51
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	208.27	208.27	-12.27	0.00	-12.27	0.00
500-610-5800-520	Alliance Contract	282,852.00	44,526.62	146,200.65	136,651.35	0.00	136,651.35	48.31
500-610-5800-610	Alliance Contract	930,768.00	149,067.38	489,454.35	441,313.65	0.00	441,313.65	47.41
500-610-6300-520	Filtration Electricity	346,578.00	30,367.38	131,046.15	215,531.85	0.00	215,531.85	62.19
500-610-6300-610	Wastewater Electricity	259,109.00	17,763.64	86,766.88	172,342.12	0.00	172,342.12	66.51
500-610-6310-520	Filtration Heating Fuels	9,905.00	1,773.25	8,707.40	1,197.60	0.00	1,197.60	12.09
500-610-6310-610	Wastewater Heating Fuels	7,350.00	0.00	2,016.01	5,333.99	0.00	5,333.99	72.57
500-610-6350-520	Filtration Phones	10,521.00	1,230.60	4,006.66	6,514.34	0.00	6,514.34	61.92
500-610-6350-610	Wastewater Phones	9,765.00	762.83	4,519.06	5,245.94	0.00	5,245.94	53.72
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,212,879.00	255,457.22	933,667.46	1,279,211.54	10,296.30	1,268,915.24	57.34
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	84,763.00	0.00	0.00	84,763.00	0.00	84,763.00	100.00
500-610-5790-520	Filtration Capital- Other	332,562.00	0.00	34,866.70	297,695.30	127,265.00	170,430.30	51.25
500-610-5790-610	WW Capital Equipment	537,437.00	0.00	330,364.00	207,073.00	8,290.29	198,782.71	36.99

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-5810-619	WW Line Capital Improvemt	1,056,491.00	0.00	19,364.05	1,037,126.95	152,677.94	884,449.01	83.72
	E30 Sub Totals:	2,011,253.00	0.00	384,594.75	1,626,658.25	288,233.23	1,338,425.02	66.55
	Expense Sub Totals:	4,824,132.00	255,457.22	1,318,262.21	3,505,869.79	298,529.53	3,207,340.26	66.49
	Dept 610 Sub Totals:	1,636,938.00	47,321.61	24,715.99	1,612,222.01	298,529.53		
Dept 500-640 R90	TRANSFERS IN							
500-640-3990-641	Transfer for TIF 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E02	DEPRECIATION EXPENSE							
500-640-5980-640	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
500-640-5920-646	Interest on 2009B	32,247.00	7,033.33	14,644.58	17,602.42	0.00	17,602.42	54.59
500-640-5920-648	2011 Water Impr Interest Exp.	74,376.00	16,735.52	34,414.30	39,961.70	0.00	39,961.70	53.73
500-640-5930-645	Other Debt Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-640-5930-646	Paying Agent Fee - 2009B	10,678.00	0.00	6,072.88	4,605.12	0.00	4,605.12	43.13
500-640-5930-648	2011 Water Impr. Adm Fees	24,628.00	0.00	13,307.66	11,320.34	0.00	11,320.34	45.97
	E50 Sub Totals:	141,929.00	23,768.85	68,439.42	73,489.58	0.00	73,489.58	51.78
	Expense Sub Totals:	141,929.00	23,768.85	68,439.42	73,489.58	0.00	73,489.58	51.78
	Dept 640 Sub Totals:	141,929.00	23,768.85	68,439.42	73,489.58	0.00		
	Fund Revenue Sub Totals:	10,316,093.00	762,773.56	4,287,729.87	6,028,363.13	0.00	6,028,363.13	58.44
	Fund Expense Sub Totals:	10,542,601.00	697,078.14	3,494,173.51	7,048,427.49	388,445.38	6,659,982.11	63.17
	Fund 500 Sub Totals:	226,508.00	-65,695.42	-793,556.36	1,020,064.36	388,445.38		
Fund 653	FEMA DR 4250 Flooding							
Dept 653-653	FEMA DR 4250 Flooding							
R03	INTER-GOVERNMENTAL							
653-653-4660-653	FEMA Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20 653-653-5590-653		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		OPERATING COSTS							
		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		
		FEMA DR Flooding							
Fund 654	Dept 654-654	INTER-GOVERNMENTAL							
R03	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	Dept 680-000	CDBG Public Service Pass Through							
R03	680-000-2099-000	Non-Departmental							
		INTER-GOVERNMENTAL							
		CDBG transfer fm	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 680-610									
R03		INTER-GOVERNMENTAL							
680-610-4450-000		CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 610 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
		Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Fund 680 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 700		Abbott Brothers Trust							
Dept 700-000		Non-Departmental							
E90		TRANSFERS OUT							
700-000-3243-000		Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 700-700									
R06		REVENUE FROM USE OF ASSET							
700-700-4570-700		Farm Proceeds	2,700.00	0.00	0.00	2,700.00	0.00	2,700.00	100.00
700-700-4700-700		Int. Earned-Abbott Brothers Fd	75.00	142.73	687.88	-612.88	0.00	-612.88	0.00
		R06 Sub Totals:	2,775.00	142.73	687.88	2,087.12	0.00	2,087.12	75.21
R07		OTHER INCOME							
700-700-4760-700		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
		Revenue Sub Totals:	2,775.00	142.73	3,001.88	-226.88	0.00	-226.88	0.00
E20		OPERATING COSTS							
700-700-5300-700		Insurance and Bonds	200.00	0.00	0.00	200.00	0.00	200.00	100.00
700-700-5440-700		Real Estate Taxes	158.00	0.00	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	358.00	0.00	153.00	205.00	0.00	205.00	57.26
	Dept 700 Sub Totals:	-2,417.00	-142.73	-2,848.88	431.88	0.00		
	Fund Revenue Sub Totals:	2,775.00	142.73	3,001.88	-226.88	0.00	-226.88	0.00
	Fund Expense Sub Totals:	358.00	0.00	153.00	205.00	0.00	205.00	57.26
	Fund 700 Sub Totals:	-2,417.00	-142.73	-2,848.88	431.88	0.00		
Fund 710	Morse Park Trust							
Dept 710-710	REVENUE FROM USE OF ASSET							
R06	Interest Earned-Morse Park Fd	13.00	11.10	53.52	-40.52	0.00	-40.52	0.00
710-710-4700-710	R06 Sub Totals:	13.00	11.10	53.52	-40.52	0.00	-40.52	0.00
	Revenue Sub Totals:	13.00	11.10	53.52	-40.52	0.00	-40.52	0.00
	Dept 710 Sub Totals:	-13.00	-11.10	-53.52	40.52	0.00		
	Fund Revenue Sub Totals:	13.00	11.10	53.52	-40.52	0.00	-40.52	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 710 Sub Totals:	-13.00	-11.10	-53.52	40.52	0.00		
Fund 800	Street Department Sales Tax							
Dept 800-000	Non-Departmental							
E90	TRANSFERS OUT							
800-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-000-3216-000	Transfer to Airport -Land	5,660.00	471.67	2,830.02	2,829.98	0.00	2,829.98	50.00
800-000-3220-000	Transfer to 2012A&B Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-000-3285-000	Trns to Capital Improvement	596,036.00	13,509.57	261,955.54	334,080.46	0.00	334,080.46	56.05
	E90 Sub Totals:	601,696.00	13,981.24	264,785.56	336,910.44	0.00	336,910.44	55.99
	Expense Sub Totals:	601,696.00	13,981.24	264,785.56	336,910.44	0.00	336,910.44	55.99
	Dept 000 Sub Totals:	601,696.00	13,981.24	264,785.56	336,910.44	0.00		
Dept 800-800	Street Dept							
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	1,018,758.00	95,845.86	619,821.12	398,936.88	0.00	398,936.88	39.16

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-4090-800	Vehicle Sales Tax	85,000.00	9,508.20	65,889.04	19,110.96	0.00	19,110.96	22.48
800-800-4130-800	Sanitation Enforcement	15,800.00	0.00	3,131.46	12,668.54	0.00	12,668.54	80.18
800-800-4280-800	Gasoline Tax	318,150.00	35,182.91	230,860.52	87,289.48	0.00	87,289.48	27.44
	R01 Sub Totals:	1,437,708.00	140,536.97	919,702.14	518,005.86	0.00	518,005.86	36.03
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	54,540.00	4,316.42	26,392.66	28,147.34	0.00	28,147.34	51.61
	R02 Sub Totals:	54,540.00	4,316.42	26,392.66	28,147.34	0.00	28,147.34	51.61
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	6,479.77	33,556.15	-29,556.15	0.00	-29,556.15	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	6,479.77	46,216.15	-42,216.15	0.00	-42,216.15	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	151,333.16	1,342,186.20	503,486.80	0.00	503,486.80	27.28
E10	PERSONNEL							
800-800-5010-800	Street Salaries	394,769.00	29,869.36	192,630.11	202,138.89	0.00	202,138.89	51.20
800-800-5020-800	Street Overtime	18,000.00	1,408.09	8,785.48	9,214.52	0.00	9,214.52	51.19
800-800-5030-800	Street Part Time	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
800-800-5070-800	Availability Allowance	1,440.00	120.00	720.00	720.00	0.00	720.00	50.00
800-800-5170-800	Street Social Security	32,342.00	2,352.26	15,166.72	17,175.28	0.00	17,175.28	53.11
800-800-5180-800	Street Retirement	20,539.00	1,436.77	9,098.08	11,440.92	0.00	11,440.92	55.70
800-800-5190-800	Street Health Insurance	67,975.00	4,846.68	29,095.75	38,879.25	0.00	38,879.25	57.20
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	0.00	814.64	725.36	0.00	725.36	47.10
800-800-5380-800	Street Uniforms	5,240.00	0.00	3,324.65	1,915.35	0.00	1,915.35	36.55
	E10 Sub Totals:	572,363.00	40,033.16	259,635.43	312,727.57	0.00	312,727.57	54.64
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	7,370.06	14,843.82	6,523.18	0.00	6,523.18	30.53
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	607.79	1,746.33	8,253.67	2,754.00	5,499.67	55.00
800-800-5330-800	Street Equipment Maintenance	52,500.00	8,504.32	46,007.55	6,492.45	0.00	6,492.45	12.37

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-5530-800	Street Fuels/Lubricants	42,000.00	1,772.07	16,666.30	25,333.70	0.00	25,333.70	60.32
800-800-5580-800	Street Maintenance Materials	80,000.00	11,121.09	25,965.33	54,034.67	0.00	54,034.67	67.54
800-800-5590-800	Street General Supplies	3,675.00	188.26	1,234.35	2,440.65	0.00	2,440.65	66.41
800-800-5600-800	Street Signs and Markings	31,500.00	5,141.81	8,586.25	22,913.75	0.00	22,913.75	72.74
800-800-5700-800	Street Computers, Software	3,755.00	366.10	653.98	3,101.02	0.00	3,101.02	82.58
800-800-6300-800	Street Electricity	6,372.00	13,180.44	14,473.47	-8,101.47	0.00	-8,101.47	0.00
800-800-6310-800	Street Heating Fuels	2,782.00	362.15	2,296.46	485.54	0.00	485.54	17.45
800-800-6340-800	Street Lights	164,877.00	356.15	81,564.67	83,312.33	0.00	83,312.33	50.53
800-800-6350-800	Street Phones	5,103.00	650.29	2,603.09	2,499.91	0.00	2,499.91	48.99
800-800-6390-800	Street Minor Equipment	4,725.00	0.00	620.01	4,104.99	0.00	4,104.99	86.88
	E20 Sub Totals:	537,347.00	49,620.53	242,400.25	294,946.75	2,754.00	292,192.75	54.38
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	1,167,864.00	0.00	502,094.41	665,769.59	0.00	665,769.59	57.01
800-800-6380-800	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	1,167,864.00	0.00	502,094.41	665,769.59	0.00	665,769.59	57.01
	Expense Sub Totals:	2,277,574.00	89,653.69	1,004,130.09	1,273,443.91	2,754.00	1,270,689.91	55.79
	Dept 800 Sub Totals:	431,901.00	-61,679.47	-338,056.11	769,957.11	2,754.00		
	Fund Revenue Sub Totals:	1,845,673.00	151,333.16	1,342,186.20	503,486.80	0.00	503,486.80	27.28
	Fund Expense Sub Totals:	2,879,270.00	103,634.93	1,268,915.65	1,610,354.35	2,754.00	1,607,600.35	55.83
	Fund 800 Sub Totals:	1,033,597.00	-47,698.23	-73,270.55	1,106,867.55	2,754.00		
Fund 833	Transportation Development							
Dept 833-833								
R03	INTER-GOVERNMENTAL							
833-833-4851-833	TDD Road Mtce Agreement	24,025.00	0.00	28,991.98	-4,966.98	0.00	-4,966.98	0.00
	R03 Sub Totals:	24,025.00	0.00	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	441.42	1,961.27	-1,961.27	0.00	-1,961.27	0.00
	R06 Sub Totals:	0.00	441.42	1,961.27	-1,961.27	0.00	-1,961.27	0.00
	Revenue Sub Totals:	24,025.00	441.42	30,953.25	-6,928.25	0.00	-6,928.25	0.00
	Dept 833 Sub Totals:	-24,025.00	-441.42	-30,953.25	6,928.25	0.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 900 Dept 900-000 E55 900-000-3273-000		Fund Revenue Sub Totals:	24,025.00	441.42	30,953.25	-6,928.25	0.00	-6,928.25	0.00
		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	-441.42	-30,953.25	6,928.25	0.00		
		Street/Bridge Sales Tax							
		Non-Departmental							
		DEBT SERVICE - PRINCIPLE							
		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
		TRANSFERS OUT							
		Transfer to 2021 Series DS	233,903.00	243,475.00	243,475.00	-9,572.00	0.00	-9,572.00	0.00
E90 900-000-3221-000		E90 Sub Totals:	233,903.00	243,475.00	243,475.00	-9,572.00	0.00	-9,572.00	0.00
Dept 900-900 R01 900-900-4030-900		Expense Sub Totals:	233,903.00	243,475.00	243,475.00	-9,572.00	0.00	-9,572.00	0.00
		Dept 000 Sub Totals:	233,903.00	243,475.00	243,475.00	-9,572.00	0.00		
		TAXES							
		Street/Bridge Sales Tax	339,502.00	31,948.54	206,550.94	132,951.06	0.00	132,951.06	39.16
		R01 Sub Totals:	339,502.00	31,948.54	206,550.94	132,951.06	0.00	132,951.06	39.16
		REVENUE FROM USE OF ASSET							
		Interest Earned-Street Bridge	0.00	2,513.30	13,899.65	-13,899.65	0.00	-13,899.65	0.00
		R06 Sub Totals:	0.00	2,513.30	13,899.65	-13,899.65	0.00	-13,899.65	0.00
		Revenue Sub Totals:	339,502.00	34,461.84	220,450.59	119,051.41	0.00	119,051.41	35.07
		Dept 900 Sub Totals:	-339,502.00	-34,461.84	-220,450.59	-119,051.41	0.00		
R06 900-900-4700-900		Fund Revenue Sub Totals:	339,502.00	34,461.84	220,450.59	119,051.41	0.00	119,051.41	35.07
		Fund Expense Sub Totals:	233,903.00	243,475.00	243,475.00	-9,572.00	0.00	-9,572.00	0.00
		Fund 900 Sub Totals:	-105,599.00	209,013.16	23,024.41	-128,623.41	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	50,548,188.00	3,594,706.61	18,371,236.85	32,176,951.15	0.00	32,176,951.15	63.66
	Expense Totals:	54,897,447.01	4,228,375.96	17,660,495.36	37,236,951.65	3,770,549.26	33,466,402.39	60.96
	Report Totals:	4,349,259.01	633,669.35	-710,741.49	5,060,000.50	3,770,549.26		

General Ledger

Fund Balance

31-Mar-24

Sort Level	Description	FY2024			
		Fund Balance Beg Bal	Revenue End Bal	Expense End Bal	Total End Bal
100	General Fund	9,905,280.85	\$ 5,132,758.92	\$ 4,139,181.57	\$ 10,898,858.20
120	Police Grants	10,338.47	\$ -	\$ -	\$ 10,338.47
124	Shop With a Cop	3,850.85	\$ 14,692.69	\$ 17,067.09	\$ 1,476.45
130	Fire Sales Tax	603,538.11	\$ 1,259,932.02	\$ 1,255,778.37	\$ 607,691.76
170	Drainage Sales Tax	1,399,634.46	\$ 393,247.08	\$ 1,256,896.50	\$ 535,985.04
175	Senior Center Sales Tax	234,238.89	\$ 106,633.78	\$ 92,823.05	\$ 248,049.62
180	Parks Sales Tax	690,071.29	\$ 446,295.75	\$ 491,735.86	\$ 644,631.18
195	Auditorium Sales Tax	1,132,454.26	\$ 345,151.28	\$ 432,120.51	\$ 1,045,485.03
212	2012 A&B	-	\$ -	\$ -	\$ -
213	2013 Series Spc Obl Bond	-	\$ -	\$ -	\$ -
214	2014 A&B Series	-	\$ -	\$ -	\$ -
216	2016 Series COPs	314,375.99	\$ 24,931.17	\$ 25,556.17	\$ 313,750.99
221	2021 Special Obligation Bonds	2,316.02	\$ 486,980.14	\$ 487,586.00	\$ 1,710.16
290	Employee Insurance	26,646.66	\$ 451,204.29	\$ 529,683.45	\$ (51,832.50)
300	Economic Development Sales Tax	154,516.19	\$ 3,498,294.78	\$ 3,442,000.55	\$ 210,810.42
310	Hotel/Motel Tax	293,042.49	\$ 52,311.01	\$ 91,561.30	\$ 253,792.20
450	Golf Course	573,079.82	\$ 274,428.63	\$ 391,787.78	\$ 455,720.67
500	Water/Wastewater	19,125,194.35	\$ 4,287,729.87	\$ 3,494,173.51	\$ 19,918,750.71
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	\$ 3,001.88	\$ 153.00	\$ 47,820.24
710	Morse Park Trust	3,666.12	\$ 53.52	\$ -	\$ 3,719.64
800	Street Department Sales Tax	2,291,569.81	\$ 1,342,186.20	\$ 1,268,915.65	\$ 2,364,840.36
833	TDD Maintenance	116,936.43	\$ 30,953.25	\$ -	\$ 147,889.68
900	Street/Bridge Sales Tax	929,399.98	\$ 220,450.59	\$ 243,475.00	\$ 906,375.57
Grand Total		\$ 37,910,823.64	\$ 18,371,236.85	\$ (17,660,495.36)	\$ 38,621,565.13

City of Neosho
Bank Reconciliation - Investment Account
March 31, 2024

Bank:

Bank Balance	\$ 21,844,603.61
Credit Cards Online Deposit outstanding	1,525.05
Credit Cards Deposit outstanding	1,436.60
Deposit Outstanding	9,000.44
Reconciled Bank Balance	<u>\$ 21,856,565.70</u>

Book:

100-000-1200-000	General Fund Investment Acct	\$ 5,850,924.87
100-000-1202-000	Public Safety Sales Tax	\$ 1,775,448.74
100-000-1203-000	Cleaning Deposit Investmnt Acct	\$ 2,362.98
100-000-1204-000	I.O.O.F. Trust	\$ 167,098.83
100-000-1215-000	ARPA Investment Account	\$ 1,695,013.88
100-000-1218-000	City Hall Donated Funds	\$ 287.19
100-000-1219-000	Donated Rewards	\$ -
100-000-1220-000	Confiscated Cash	\$ 14,051.42
100-000-1224-000	I.O.O.F. Cemetery	\$ (291,874.27)
120-000-1200-000	Law Enforcement Investmnt Acct	\$ 10,338.47
124-000-1200-000	Shop With a Cop Investmnt Acct	\$ 1,340.38
124-000-1202-000	Halloween Bash Investment Acct	\$ 136.07
126-000-1200-000	D.A.R.E. Investment Account	\$ -
130-000-1200-000	Fire Dept Investment Account	\$ 470,124.00
170-000-1200-000	Drainage Investment Account	\$ 327,729.75
170-000-1204-000	Project Grant - Lime Kiln Dam	\$ 27,838.88
175-000-1200-000	Senior Center Investment Acct	\$ 210,232.21
175-000-1208-000	Senior Center Maintenance Reserve	\$ -
180-000-1200-000	Parks Investment Account	\$ 506,061.98
180-000-1205-000	SkatePark Donations	\$ -
180-000-1206-000	Park Fund Investmnt Acct	\$ -
195-000-1200-000	Auditorium Investment Account	\$ 936,726.04
212-000-1200-000	2012 A&B Investment Account	\$ -
213-000-1200-000	2013 INVESTMENT ACCOUNT	\$ -
213-000-1234-000	2013 Reserved Cash	\$ -
214-000-1200-000	2014 Series Investment Account	\$ -
216-000-1200-000	2016 Series Investment Account	\$ (1,875.00)
221-000-1200-000	2021 Series Investment Account	\$ 1,710.16
260-000-1200-000	2006 Bond Investment Account	\$ -
270-000-1200-000	2007 Bond Investment Account	\$ -
275-000-1200-000	STAR LOAN Investment Account	\$ -
280-000-1200-000	2010 Investment Account	\$ -
290-000-1200-000	Employee Ins. Investment Acct	\$ (48,179.09)
300-000-1200-000	Economic Devel Investment Acct	\$ 586,382.22
310-000-1200-000	Hotel/Motel Investment Account	\$ 291,417.20
310-000-1233-000	Investment Acct Motel Tax	\$ -
360-000-1200-000	TIF Sales Tax Investment Acct	\$ -
360-000-1201-000	TIF Real Estate Investment Acct	\$ -
450-000-1200-000	Golf Course Investment Account	\$ 217,678.16
450-000-1205-000	Golf Course Advertising	\$ 12,437.21
450-000-1209-000	Golf Course Replacement Reserve	\$ 83,123.41
500-000-1200-000	Water/WW Investment Acct	\$ 1,974,625.74
500-000-1206-000	Slip Lining Reserve	\$ 85,924.75
500-000-1207-000	Invest Acct Meter Deposit	\$ 60,601.54
500-000-1208-000	Main Replacement	\$ 874,990.00
500-000-1209-000	Meter Replacement Reserve	\$ 470,059.45
500-000-1210-000	Wastewater Rplcmt Reserve	\$ 803,019.39
500-000-1214-000	Water Replacement Reserve	\$ 1,476,855.58
500-000-1269-000	Inv Acct Sewer Dist.#17	\$ -
600-000-1200-000	Pedestrian Trail Investmt Acct	\$ -
620-000-1200-000	Community Devel. Investmt Acct	\$ -
650-000-1200-000	FEMA DR-1961 Investment Acct	\$ -
651-000-1200-000	FEMA DR-1980 Investment Acct	\$ -
652-000-1200-000	Inv Acct Joplin Disaster	\$ -
653-000-1200-000	FEMA DR 4250 Investment	\$ 25,573.84
654-000-1200-000	FEMA DR 4317 Investment	\$ 30,027.40
680-000-1200-000	CDBG Public Srvc Pass Through	\$ 100.00
700-000-1200-000	Abbott Brothers Investmnt Acct	\$ 47,820.24
710-000-1200-000	Morse Park Fund Investmnt Acct	\$ 3,719.64
800-000-1200-000	Street Fund Investment Account	\$ 2,170,908.04
833-000-1200-000	TDD Maintenance	\$ 147,889.68
900-000-1200-000	Street/Bridge Fd Investmt Acct	\$ 842,027.72
		<u>21,860,678.70</u>

Reconciling Items to be JE'd:

Delta Dental-Bank 3/29 - manual ck 4/1	-3706.5
Missouri Eagle bank 3/28 - manual ck 4/2	-556.5
License fee 3/18 online processed 4/4	150

\$ 21,856,565.70
\$ -

City of Neosho
Bank Reconciliation - Master Account
March 31, 2024

Bank:

Bank Balance	\$	105,810.88
O/S Springbrook Checks		(51,664.31)

Reconciled Bank Balance	\$	54,146.57
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Book:

Description

100-000-1000-000	General Fund Master Account	\$	54,038.57
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	\$	108.00
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	\$	-
		\$	54,146.57

Reconciling Items to be JE'd:

Reconciled Book Balance	\$	54,146.57
	\$	-



Bank Reconcile and Adjustments

Newton County - 40th Judicial Circuit

NEOSHO MUNICIPAL

Bank Account [REDACTED] Neosho Muni Checking

Reconciled on 03/29/2024

Printed On: 04/09/2024 08:06:25 AM

Printed By: [REDACTED]

Reconciliation Information

Field	-/+	Amount	
Bank Statement Ending Balance		\$42,782.41	
Interest Earned	-		
Bank Charges	+		
Deposits in Transit	+	\$256.50	
Outstanding Checks	-	\$1,658.89	
Statement Adjustments (Negative)	-	\$2,721.91	
Statement Adjustments (Positive)	+	\$7,276.50	
Adjusted Statement Balance	=	\$45,934.61	
General Ledger Account Balance	-	\$45,934.61	GL Discrepancy = \$0.00
Open Items List Total	=		OI Discrepancy =

Statement Adjustments

Negative Adjustment Description	Amount	Cutoff Date
2024 03 29 Bank receipt for PBW CC received at bank but not posted to SMC.	\$1,015.00	03/29/2024
2024 03 28 Bank receipt for PBW CC received at bank but not posted to SMC.	\$518.00	03/29/2024
2024 03 27 Bank receipt for PBW CC received at bank but not posted to SMC.	\$596.00	03/29/2024
Net Deposit Error	\$0.70	03/29/2024
Disputed credit card not charged back at bank (see December 2021 bank reconciliation)	\$269.00	03/29/2024
E-Statement Rewards	\$10.00	03/29/2024
May 2012 [REDACTED] needs received	\$40.00	03/29/2024
[REDACTED] Account needs received (Cut off 10/31/2021)	\$173.21	03/29/2024
Receipt [REDACTED] voided Receipt [REDACTED] (Cashier Session [REDACTED] for insufficient funds but not debited from bank.	\$50.00	03/29/2024
[REDACTED] Stolen Credit Card - awaiting dispute	\$50.00	03/29/2024

Total Negative Adjustment: \$2,721.91

Positive Adjustment Description	Amount	Cutoff Date
2019 03 28 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$788.00	03/29/2024
2019 03 29 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$1,011.00	03/29/2024

Positive Adjustment Description	Amount	Cutoff Date
2019 03 29 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$1,519.00	03/29/2024
2019 03 28 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$950.50	03/29/2024
2019 03 27 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$554.00	03/29/2024
2019 03 26 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$1,015.00	03/29/2024
2019 03 25 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$518.00	03/29/2024
2019 03 22 Cashier Session [REDACTED] posted to the March GL/Receipt Listing but included in the April Accounting Deposit report. Receipt in transit.	\$596.00	03/29/2024
2024 03 12 Check return debited at bank but not posted to SMC.	\$225.00	03/29/2024
Receipt No. [REDACTED] /cashier session [REDACTED] - processed in old NCR system. Not receipted by bank.	\$50.00	03/29/2024
Receipt # [REDACTED] /cashier session [REDACTED] processed in old NCR system. Not receipted at bank.	\$50.00	03/29/2024

Total Positive Adjustment: \$7,276.50

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	262,177.71	-11.99%	\$ 267,005.80	-1.81%
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	244,178.99	-13.22%	\$ 250,345.54	-2.46%
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%	\$ 1,965,348.82		\$ 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%			-4.35%		\$ 3,092,449.00 Budget YTD ↑ -36.45% YTD Budg Var ↑	13.27%

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	262,177.71	-11.99%	257,704.08	1.74%
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	244,178.99	-13.22%	257,704.08	-5.25%
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	
	\$ 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	\$ 1,965,348.82		\$ 3,092,449.00	8.95%
YTD Variance	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-4.35%			

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	127,754.42	-6.87%	128,852.08	-0.85%
April	104,230.71	134,424.40	136,240.22	117,341.73	-13.87%	128,852.08	-8.93%
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	\$ 939,330.53		\$ 1,546,225.00	
YTD Variance	100.00%	32.12%	5.59%	-4.30%			

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>	Water Loss %	Public Works
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
February	94,021,662	4,433,720	36,170,600	8,703,757	(44,713,585)	47.56%	0.47
March	95,206,367	773,755	30,998,900	4,214,206	(59,219,506)	62.20%	0.59
	<u>556,462,442</u>	<u>19,953,969</u>	<u>200,885,600</u>	<u>32,353,385</u>	<u>(303,269,488)</u>		
Billed	(200,885,600)						
Flushed/leaks	(32,353,385)						
City Usage	<u>(19,953,969)</u>						
Unaccounted for Gallons	303,269,488						
FY24 Unaccounted for Wate	<u>54.50%</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

Utility Billing

Aging Report

User: lforest
 Printed: 04/10/2024 - 10:07 AM
 Service List: WTR, SEW, PFEE, SEWCON, MWTRFee, TRSH, TAX, PEN, Misc



Aging Date: 04/10/2024
 Billing Cycle: 001, 004, 999
 Balance Limits: Accounts with a balance over 30 days
 Date Type: JE
 Account Status: Active, Delete, Final
 Minimum Balance: 0.00
 Minimum Aged Bal: 0.00
 Sort Order: Customer Number

Account	Acct Status	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
	Totals	740,008.63					
Report Totals:	Aged Grand Totals	740,008.63					
	Credit Grand Totals	0.00					
	Grand Totals	740,008.63	24,552.97	18,265.79	5,647.97	3,358.91	688,182.99