

NOTICE OF OPEN MEETING

Posted 5:00 p.m., September 30, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, October 1, 2024 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. September 3, 2024 Open Session Council Minutes
2. Bill No. 2024-76: Request for Voluntary Annexation 2830 Bowler Drive
3. Bill No. 2024-78: Contract with Jackson Plumbing for City-wide Plumbing Services
4. Bill No. 2024-79: Agreement with Henson Electric for City-Wide Electrical Services
5. Bill No. 2024-80: MODOT Hazardous Moving Violation Grant_Police Department
6. Bill No. 2024-81: MODOT Driving While Intoxicated Grant_Police Department
7. Bill No. 2024-82: Agreement with Missouri Sugars for Calculation of Sewer Service

VISITOR'S BUSINESS

BIDS

1. Online Payment Processor Bid
2. Fleet Trucks Parks Dept and Wastewater

NEW BUSINESS

1. Bill No 2025-83: Chapter 605 and 615 License and Miscellaneous
2. Bill No. 2024-84: Amending City Code 300.020 and 300.120 for UTVs on City Streets
3. Bill No. 2024-85: Amending City Code 600.050 Drinking in Public
4. Bill No. 2024-86: Surplus City Vehicles_Parks Department and Wastewater Department
5. Bill No. 2024-87: Contract with Encore Pyrotechnics for Celebrate Neosho Fireworks
6. Bill No. 2024-88: Contract with *2MPR, LLC dba* Precision Heating & Air for City HVAC Services
7. Bill No. 2024-89: Surplus City Property/Doniphan Drive

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8. Bill No. 2024-90: Surplus City Property/Howard Bush Drive
9. Resolution Bill No. 2024-52: Authorizing an Application for a Land Water Conservation Fund Grant for Scenic Park
10. Resolution Bill No. 2024-55: Spring Street and Lafayette Street Property_NSD
11. Resolution Bill No. 2024-56: Newton County Public Safety Grant
12. Extension of City Utilities for 13991 Pennell Lane and an Irrevocable Consent
13. Fall Festival Update
14. 215.195 Fireworks Discussion

APPOINTMENTS AND VACANCIES

1. Enhanced Enterprise Zone Board

- *Request for Appointment by Warren Langland*

REPORT OF CITY OFFICERS

1. August Financial Report
2. Scrap Tire Grant for Parks Department Update

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.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
September 3, 2024 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Jeremie Bridges opened with prayer and Mayor Pro Tem Robinson led the pledge of allegiance.

CALL TO ORDER

Mayor Pro Tem Robinson called the meeting to order at 7 p.m.

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Richard Davidson and Angela Thomas were excused after a motion was made by Councilman Collinsworth and seconded by Councilman Workman.

Roll Call Vote: Cobb - Yes, Humphrey - Yes, Workman - Yes, Robinson - Yes, Collinsworth - Yes

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

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

August 20, 2024 Council Minutes

Bill No. 2024-70

Bill No. 2024-71

Bill No. 2024-72

Bill No. 2024-74

Bill No. 2024-75

Councilman Workman seconded.

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Roll call vote:

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

No: None

Abstain: None

Passed.

UNFINISHED BUSINESS

Bill No. 2024-73: Amending Code for UTVs on City Streets

AN ORDINANCE of the City of Neosho amending Chapter 300 General Provisions, Title III Traffic Code, of the Code of Ordinances by amending Section 300.020 Definitions to repeal and replace the definition of Motor Vehicle and add a new definition for Utility Vehicle and amending Chapter 340 Miscellaneous Driving Rules, Title III Traffic Code, of the Code of Ordinances by repealing and replacing Section 340.120 Off Road Vehicles, Allowed—Exceptions, Prohibited Uses for adding exceptions of Utility Vehicles and Golf Carts on City Streets.

Attorney Snyder read Bill No. 2024-73 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2024-73; Councilman Workman seconded.

Discussion was held on UTVs on City Streets.

Councilman Collinsworth made a motion to Amend Bill No. 2024-73 to remove restrictions of driver's licensing on golf carts; Councilwoman Humphrey seconded.

Roll call vote to amend Bill No. 2024-73:

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

No: None

Abstain: None

Passed.

Roll call vote to Approve Amended Bill No. 2024-73:

Yes: Charles Collinsworth, Ashton Robinson, Tom Workman

No: Carl Cobb, Julie Humphrey

Abstain: None

Failed.

VISITOR'S BUSINESS

There was no one present for visitor's business.

BIDS

FY25 Bulk Rock Salt

Public Works Director Siler addressed the city council stating that this agenda item is to seek council approval for the Bulk Rock Salt bid. This is the annual bid for rock salt for 2024/2025 on an as-needed basis. This will

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be used on snow-covered streets by the Public Works Department in the upcoming winter season. On average, we have used 100–190 tons previously, depending on the weather. We sent out 5 bids and received 6 back.

Hutchinson Salt Company, Inc.	\$74.26 per ton delivered
Kunshek Chat & Coal	\$77.00 per ton delivered
Williams Diversified Materials	\$78.00 per ton delivered
Kansas Salt	\$83.00 per ton delivered
Gunther Salt Company	\$142.50 per ton delivered
Central Salt, LLC	\$77.80 per ton delivered

Staff recommends approving Hutchison Salt Company.

Councilman Collinsworth made a motion to Approve the bid from Hutchinson Salt Company; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

FY25 Concrete

Public Works Director Siler addressed the city council stating that this agenda item is to seek council approval for the concrete bid. This is the annual bid for concrete for 2024/2025 on an as-needed basis.

This will be used for repair of streets, curbing, sidewalks, and any other Public Works Department needs. We sent out two bids and received 2 back.

Joplin Concrete 6 bag mix, \$140.00 per yard
 4000# mix \$140.00 per yard
 Flowable Fill \$136.00 per yard
 Calcium \$7.50 per yard
 Fiber \$7.25 per yard
 Black Dye \$135.00 per bag
 Light Load Charge \$95.00 4 yd min

G&H Redi Mix 6 bag mix, \$130.00 per yard
 4000# mix \$130.00 per yard
 Flowable Fill \$115.75 per yard
 Calcium \$8.00 per yard
 Fiber \$5.50 per yard
 Black Dye \$87.00 per bag
 Light Load Charge \$85.00 4 yd min
 Fuel Charge \$20.00 per load
 No fly ash \$4.00 per yard

Staff recommends approving the bid from G&H Redi Mix.

Councilman Collinsworth made a motion to Approve the bid from G&H Redi Mix; Councilwoman Humphrey

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seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

FY25 Bulk Rock

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the FY 2025 bulk rock bid. This is the annual bid for bulk rock for FY 2025 on an as-needed basis. This will be used for street repairs and other needs in the Public Works Department. We sent out three bids and received two back.

Anchor Stone

1" Base \$8.00 per ton

¾" Clean \$12.25 per ton

Screening \$7.00 per ton

¼" Chips \$14.50 per ton

6" Rip Rap \$12.50 per ton

12" Rip Rap \$18.00 per ton

Kemp Stone

1" Base \$7.75 per ton

¾" Clean \$12.50 per ton

Screening \$7.25 per ton

¼" Chips \$12.50 per ton

6" Rip Rap \$14.50 per ton

12" Rip Rap \$16.50 per ton

Staff recommends approving the bid from Kemp Stone.

Councilman Collinsworth made a motion to Approve the bid from Kemp Stone; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

FY25 Asphalt

Public Works Director Siler addressed the city council stating that this agenda item is to seek council approval for the asphalt bid. This is the annual bid for Asphalt for 2024/2025 on an as-needed basis. This will be used for the repair of streets.

ESS Company Cold Mix \$80.00 per ton

ESS Company Hot Mix \$66.00 per ton

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Blevins Asphalt Cold Mix \$80.00 per ton

Blevins Asphalt Hot Mix \$62.00 per ton

APAC Cold Mix \$No Bid

APAC Hot Mix \$71.00 per ton

Staff recommends approving the bid from Belvin's Asphalt.

Councilman Collinsworth made a motion to Approve the bid from Blevin's Asphalt; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Celebrate Neosho Fireworks Display

Human Resources Director Muhic addressed the city council stating that the purpose of this item is to seek approval to select a company to provide a fireworks display for Celebrate Neosho in 2025. Staff set out six bid packets for the fireworks display at Celebrate Neosho and one bid packet was received back from Encore Pyrotechnics. Encore Pyrotechnics has put on the firework show for the City of Neosho since 2019. Encore Pyrotechnics bid the Celebrate Neosho show two ways, as follows:

\$19,950.00 (18-23 minute firework display-723 total shots)

\$24,950.00 (20-25 minute firework display-853 total shots)

Staff budgeted \$20,000.00 in the FY25 budget for Celebrate Neosho Fireworks.

Councilman Collinsworth made a motion to Approve the bid from Encore Pyrotechnics for Option 1 in the amount of \$19,950.00; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Golf Pro Shop Renovations

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval of the bid for the golf course pro shop renovations. There were multiple bids sent out and two received back and one did not meet bid specs. Marion Company LLC bid \$47,205.00 for the renovations of the Neosho Golf Pro Shop.

Councilwoman Robinson made a motion to Approve the bid from Marion Company, LLC for the golf pro shop renovations; Councilman Cobb seconded.

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Roll call vote:

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

No: None

Abstain: None

Passed.

HVAC Bids

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for HVAC services for the City of Neosho. City staff went out for bids for annual services on general maintenance for HVAC services, 5 bids were received with Precision Heat & Air being the most competitive.

Councilman Collinsworth made a motion to Approve the bid from Precision HVAC for city-wide services; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Pest Control Services

City Manager Kennedy stated that he would like to take the pest control of city facilities in-house and have the building maintenance employee trained for these services. This will save the city money in the long run and also allow for a raise for this position.

Councilman Collinsworth made a motion to reject the pesticide bids; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2024-76: Request for Voluntary Annexation 2830 Bowler Drive

AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Gary Don Jones and Teborah T. Jones, husband and wife, 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.

Attorney Snyder read Bill No. 2024-76 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-76; Councilman Workman seconded.

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Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the voluntary annexation of 2830 Bowler Drive. The owners of 2830 Bowler have petitioned for voluntary annexation into the city limits. Proper posting and notification has been completed, and a public hearing was conducted by the Planning and Zoning Committee. No public comment was received. The Planning and Zoning Committee recommended that the City Council accept the request for annexation. A public hearing was conducted at the August 20, 2024, City Council meeting. No public comment was received.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-77: Amending Ordinance 215.195 Fireworks

AN ORDINANCE of the City of Neosho amending Chapter 215 Offenses and Miscellaneous Provisions, Article IV Offenses Concerning Public Safety by repealing and replacing Section 215.195 Fireworks, of the Code of Ordinances for provisions for the sale and use of fireworks pursuant to Section 320.111 RSMo, including year-round firework sales.

Attorney Snyder read Bill No. 2024-77 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-77; Councilman Cobb seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek the council's input and approval of changes in the dates and times approved for discharging fireworks in the city limits. The current ordinance allows for the discharging of fireworks from July 1 through July 10 from 7:00 am to 11:00 pm and on July 4 from 7:00 am to 12:00 midnight. The staff offers several options and comparisons to area jurisdictions' discharge times.

Discussion followed amongst the council and staff.

Roll call vote:

Yes: None

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

Abstain: None

Failed.

Council requested a bill to come to the October 1, 2024 council meeting with a date timeframe, such as July 1st through July 4th or July 1st through July 10th.

Bill No. 2024-78: Contract with Jackson Plumbing for City-wide Plumbing Services

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Craig Jackson d/b/a Jackson Sales & Service, for the purpose of providing plumbing services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-78 in title only.

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Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-78; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the agreement with Jackson Plumbing for city-wide plumbing services. During the August 20, 2024 council meeting, council approved Jackson Plumbing for city-wide plumbing services. This agreement will be a three-year contract for these services.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-79: Agreement with Henson Electric for City-Wide Electrical Services

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Toby Henson, d/b/a Henson Electric for the purpose of providing electrical services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-79 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-79; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for a three-year contract with Henson Electric for city-wide electrical services. During the August 20, 2024 council meeting, the council approved Henson Electric for city-wide electrical services. This will be a three-year contract.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-80: MODOT Hazardous Moving Violation Grant_Police Department

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri Department of Transportation Highway Safety and Traffic Division, for the purpose of applying for a Hazardous Moving Violation (HMV) grant related to the Neosho Police Department; and authorizing the Police Chief to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-80 in title only.

Councilman Workman made a motion to Approve and Discuss Bill No. 2024-80; Councilman Cobb seconded.

Police Chief Baird addressed the city council stating that the purpose of this item is to seek approval for the

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Police Chief and Police Lieutenant to sign the HMV MoDOT contract by DocuSign. At the last meeting, the Neosho City Council approved the police department to apply for the MoDOT HMV grant. Attached is the actual contract that requires the Police Chief's and Police Lieutenant's signature.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-81: MODOT Driving While Intoxicated Grant_Police Department

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri Department of Transportation Highway Safety and Traffic Division, for the purpose of applying for a Driving While Intoxicated (DWI) grant related to the Neosho Police Department; and authorizing the Police Chief to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-81 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-81; Councilman Workman seconded.

Police Chief Baird addressed the city council stating that the purpose of this item is to seek approval for the Police Chief and Police Lieutenant to sign the HMV MoDOT contract by DocuSign. At the last meeting, the Neosho City Council approved the police department to apply for the MoDOT HMV grant. Attached is the actual contract that requires the Police Chief's and Police Lieutenant's signature.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-82: Agreement with Missouri Sugars for Calculation of Sewer Service

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Wastewater Use Agreement for Variance on Measurement with Missouri Sugars, LLC, Missouri Limited Liability Company, for the purpose of issuing a variant method of calculation for wastewater usage and requiring certain water and liquid shipping reports; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-82 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-82; Councilwoman Humphrey seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval for a variance to the code Section 705.440 for Missouri Sugars. Missouri Sugars has a separate account for sewer and at one time had a sewage flow meter installed. Due to the extreme heat and corrosive nature of the liquid sucrose, a sewage flow meter is unable to withstand the conditions of the environment it is placed in. Missouri Sugars has spoken to engineers and designers of sewage flow meters and is unable to locate a replacement for

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the meter that is inoperable. Much of the water used by Missouri Sugars in the manufacturing of liquid sucrose is shipped out of the facility on trucks and never enters the wastewater system. Staff worked with Missouri Sugars on a suitable solution to calculate the amount of water entering the wastewater system. The city attorney has drafted an agreement and Missouri Sugars has agreed to the terms. The agreement will reduce the water consumed on the Missouri Sugar account that feeds the production facility by a calculation of the amount shipped each month. The resulting consumption will be applied to the sewer rates in effect and billed.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-50: Contract with Springfield Striping and Sealing for Airport Runway, Taxiway, and Apron Repairs

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with Springfield Sealing Service, Inc. d/b/a Springfield Striping & Sealing, a Missouri Corporation, for the purpose of providing Contractor services for crack sealing at the Neosho Hugh Robinson Airport for the not to exceed price of One Hundred One Thousand Six Hundred Twenty-Seven & 80/100 dollars (\$101,627.80) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-50 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-50; Councilman Collinsworth seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for a contract with Springfield Striping and Sealing to fill and repair cracks in the runway, taxiway, aprons of the Neosho Municipal Airport. The City Council approved Springfield Striping and Sealing's bid for three pavement repair projects at the municipal airport. This contract will complete the process and allow the projects to move forward.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-51: Contract with Construction Services Group for Golf Pro Shop Improvements

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with Marion Company, LLC, a Missouri Limited Liability Company, for the purpose of providing construction services for the remodel of the Golf Course Club House for the not to exceed price of Forty-Seven Thousand Two Hundred Five & 00/100 Dollars (\$47,205.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-51 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Resolution Bill No. 2024-51; Councilman

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Collinsworth seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the agreement with Marion Company LLC for the renovations at the Neosho Golf Pro Shop in the amount of \$47,205.00.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-53: National Opioid Settlement

A RESOLUTION of the City of Neosho, Missouri, approving of participation in a national opioid settlement a/k/a Kroger Co. Settlement and authorizing the City Manager and/or Mayor to execute documentation for such participation for the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-53 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2024-53; Councilman Workman seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the national opioid settlement agreement between Kroger Company and Settling States. The City of Neosho, Missouri, approving of participation in a national opioid settlement a/k/a Kroger Co. Settlement and authorizing the City Manager and/or Mayor to execute documentation for such participation for the same by and on behalf of the City of Neosho.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-54: Missouri Department of Transportation Aviation Grant

A RESOLUTION of the City of Neosho, Missouri, authorizing an application for a federal block grant to construct T-hangars at the Neosho Hugh Robinson Airport.

Attorney Snyder read Resolution Bill No. 2024-54 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Resolution Bill No. 2024-54; 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 ordinance authorizing staff to apply for a grant to build five new T-hangers at Neosho's Hugh Robinson Airport. This grant would fund the second part of a two-part project to build five new T-hangers and the accompanying aprons and taxiways. The city has completed the first part of this project which was the design and construction of the aprons and taxiways to service these hangers. This part of the

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project would design and construct the five T-hangers. This ordinance authorizes the signatures on the ordinance, application and supporting documents. The total cost of this second part of the project is estimated at \$690,000 including the city match amount of \$69,000.

Roll call vote:

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

No: None

Abstain: None

Passed.

Land Lease Spring and Lafayette Streets

Stephen Wiest was present with the Neosho School District Board. He indicated that the school would like to acquire the piece of property located at Spring and Lafayette Street in exchange for a parking lot with the city in the area of the future public safety center. The school district is aware that the protected blind cavefish would then be the responsibility of the school and not the city.

The school would like to put a playground on this piece of property for the RISE Elementary building. The playground will be available to the public and will not be closed off.

By a consensus of the council to move forward with the property swap between the city and the Neosho school district.

Leak Adjustment Versluis Utility Account

Finance Director Forest addressed the city council stating that the council directed staff to bring this back for a possible leak adjustment. Unfortunately, Mr. Versluis is unable to make the meeting tonight due to being ill. Forest updated council on the bills attached to this agenda item. The remainder of the bill would be \$704.66.

Councilman Collinsworth made a motion to approve a leak adjustment for \$704.66; None seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

FY2025 Form 4379

Finance Director Forest addressed the city council stating that the purpose of this item is to seek to approve the DOR form 4379. DOR form 4379 allows those listed to view the tax information provided by the State of Missouri.

Councilman Collinsworth made a motion to Approve FY2025 Form 4379 as presented by staff; Councilman Workman seconded.

Roll call vote:

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

No: None

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Abstain: None
Passed.

DOR Form 4592

Finance Director Forest addressed the city council stating that the purpose of this item is to approve the DOR form 4592. DOR form 4592 allows those listed to view the cigarette tax information provided by the State of Missouri.

Councilman Collinsworth made a motion to Approve DOR Form 4592 as presented; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Irrevocable Consent to Annexation 1472 Neosho Drive

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to gain the Council's approval of an Irrevocable Consent to Annexation for 1372 Neosho Drive. The owner of the property located at or near 1372 Neosho Drive is requesting to connect to the city water system. The property is not contiguous with the city limits and an Irrevocable Consent to Annexation is required by city ordinance. The proper paperwork has been submitted and, should the Council accept the request, will be filed with the County Recorder's Office. The connection is done at the owner's expense and the water rates will apply at 1.5 times the resident rate.

Councilman Collinsworth made a motion to Approve the irrevocable consent for 1372 Neosho Drive; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Shoal Creek Wastewater Treatment Plant Evaluation

Bob Sell, with Allgeier, Martin and Associates, addressed the council on the evaluation done on the Shoal Creek Wastewater Treatment Plant. AMA looked at the use of the facility and stated that there is not yet a need for another facility to be built, however, there are improvements needed. The facilities are old and aging designs and need updates. The Crowder Plant is not part of this evaluation/improvement.

City Manager Kennedy authorized staff to seek an engineering report from Allgeier, Martin and Associates, INC. (AMA) regarding our wastewater system. The City of Neosho contracted in 2022 to develop and an engineering maintenance plan for our wastewater facilities and equipment. The report is complete and ready to be discussed with the Council. AMA associates will be present to present the report and answer any questions the Council may have.

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REPORT OF CITY OFFICERS

Walking Trails Stencil Project-Newton County Health Dept.

Parks and Rec Director Balls addressed the council stating that the walking trails project will start soon. This is in a partnership with Newton County Health Dept and will promote health. We will have children's games and mileage painted on the Morse Park walking trails.

Fall Festival Update

Public Relations Officer, Jessica Johnson, addressed the council and updated them on the Fall Festival.

ADJOURN

There being no further business to come before council, Mayor Pro Tem Robinson asked for a motion to adjourn.

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tem Robinson adjourned the September 3, 2024 Council Meeting at 8:44 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: September 3, 2024

ITEM: Bill No. 2024-76: Request for Voluntary Annexation 2830 Bowler Drive

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-76 Approving Annexation of 2830 Bowler
 2. 2830 Bowler Drive Application
 3. 2830 Bowler Deed
 4. 2830 Bowler Drive Ad
 5. 2830 Bowler city limit
-

PURPOSE:

The purpose of this item is to gain the Council's approval of the voluntary annexation of 2830 Bowler Drive.

BACKGROUND:

The owners of 2830 Bowler have petitioned for voluntary annexation into the city limits. Proper posting and notification has been completed, and a public hearing was conducted by the Planning and Zoning Committee. No public comment was received. The Planning and Zoning Committee recommended that the City Council accept the request for annexation. A public hearing was conducted at the August 20, 2024, City Council meeting. No public comment was received.

RECOMMENDATION:

Staff recommends that the City Council accepts the voluntary annexation of 2830 Bowler Drive into the city limits.

AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Gary Don Jones and Teborah T. Jones, husband and wife, 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 referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News, a newspaper having general circulation within the City of Neosho Missouri, as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council on August 20, 2024, the Council, by Motion, determined that it wished to proceed with the annexation of said tracts 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:

All of Lot 3 Bowler's Third Subdivision, Newton County, Missouri, According to the recorded Plat thereof.

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 ordinance shall be in effect upon final passage.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 3rd day of September, 2024, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

EXHIBIT A

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 32 West and being more particularly described as follows: Commencing at a Found Aluminum Monument at the Northwest corner of said Northwest Quarter of the Northeast Quarter, thence along the West line of said Northwest Quarter of the Northeast Quarter, S 01°07'01" W, 144.22 feet to the point of beginning, thence S 89°10'02" E, 24.72 feet to a found right of way marker, thence N 50°12'13" E, 118.72 feet to a found right of way marker, thence S 88°53'58" E, 253.29 feet to a set iron pin, thence S 01°14'01" W, 837.92 feet to a set iron pin, thence N 89°03'28" W, 366.02 feet to a point on the West line of said Northwest Quarter of the Northeast Quarter, thence along said West line N 01°07'01" E, 761.07 feet to the point of beginning.

EXCEPT

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

- | | |
|---|---|
| ☐ Preliminary Plat / Site Plan | ☐ Vacation of Right-of-Way |
| ☐ Special Use Permit | ☐ Board of Adjustments |
| ☐ Rezoning | ☐ Vacation of Easement |
| ☐ Final Plat / Site Plan | ☐ Other <u>ANNEXATION</u> |

INFORMATION

APPLICANT		PROJECT	
Name	<u>Gary Teborah Jones</u>	Project Location	<u>2830 Bowler</u>
Address	<u>2830 Bowler Dr</u>	Existing Use	<u>RESIDENTIAL</u>
Phone	<u>785 741 3780</u>	Proposed Use	<u>RESIDENTIAL</u>
Contact Person Name	_____	Existing Zone	<u>N/A</u>
Contact Person Phone	_____	Proposed Zone	<u>Z-1</u>

SIGNATURE OF OWNERS & DATE

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

<u>[Signature]</u>	<u>7-10-24</u>
Signature of Owner	Date
<u>[Signature]</u>	<u>7-10-24</u>
Signature of Co-Owner	Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

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

785 741 3780
JONES0056@HOTMAIL.COM

Recorded in Newton County, Missouri



Recording Date/Time: 06/13/2017 at 02:13:43 PM

Book: 366

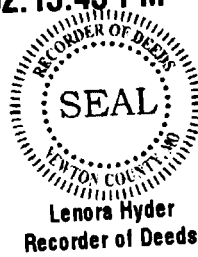
Page: 3935

Instr #: 201703970

Type: WD

Pages: 2

Fee: \$27.00 \$ 20170003475



CHECK # 14907 87⁰⁰
CASH 3.00

GENERAL WARRANTY DEED

33018

THIS DEED, made and entered into by and between Jerry L. Haught and Diane Haught, husband and wife, "Grantors" and Gary Don Jones and Teborah Tay Jones, husband and wife, "Grantee". Grantee's mailing address is: 2830 Bowler Dr. Neosho, MO

64850

WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantors do hereby Grant, Bargain and Sell, convey and confirm, to Grantee, and Grantee's heirs and assigns, the following described real property in Newton County, Missouri, to wit:

All of Lot 3 Bowler's Third Subdivision, Newton County, Missouri, According to the recorded Plat thereof. (physical address is 2830 Bowler Drive, Neosho, MO 64850)

SUBJECT TO any restrictions, covenants, easements, or rights of way of record.

To have and to hold the same, together with all rights, immunities, privileges, and appurtenances, unto Grantee and Grantee's heirs and assigns, forever;

Grantors hereby covenant that these premises are free from all encumbrances except as set forth above, and that Grantors will warrant and defend the title to these premises unto the Grantee, and Grantee's heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Witness the hand of Grantors this 11th day of May, 2016.

Grantors:


Jerry L. Haught


Diane Haught

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 11th day of May, 2016, before me, a Notary Public, personally appeared Jerry L. Haught and Diane Haught, husband and wife, to me 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



STEPHANIE M. BRACKEN
My Commission Expires
December 16, 2018
Jasper County
Commission #14632099

My Commission Expires:

12-16-2019

Stephanie M Bracken
Notary Public

Notice of Public Hearing

Planning and Zoning Public Hearing
August 13, 2024 @ 6:00pm
City Council Chambers
203 East Main Street

City Council Public Hearing
August 20, 2024 @ 7:00pm
City Council Chambers
203 East Main Street

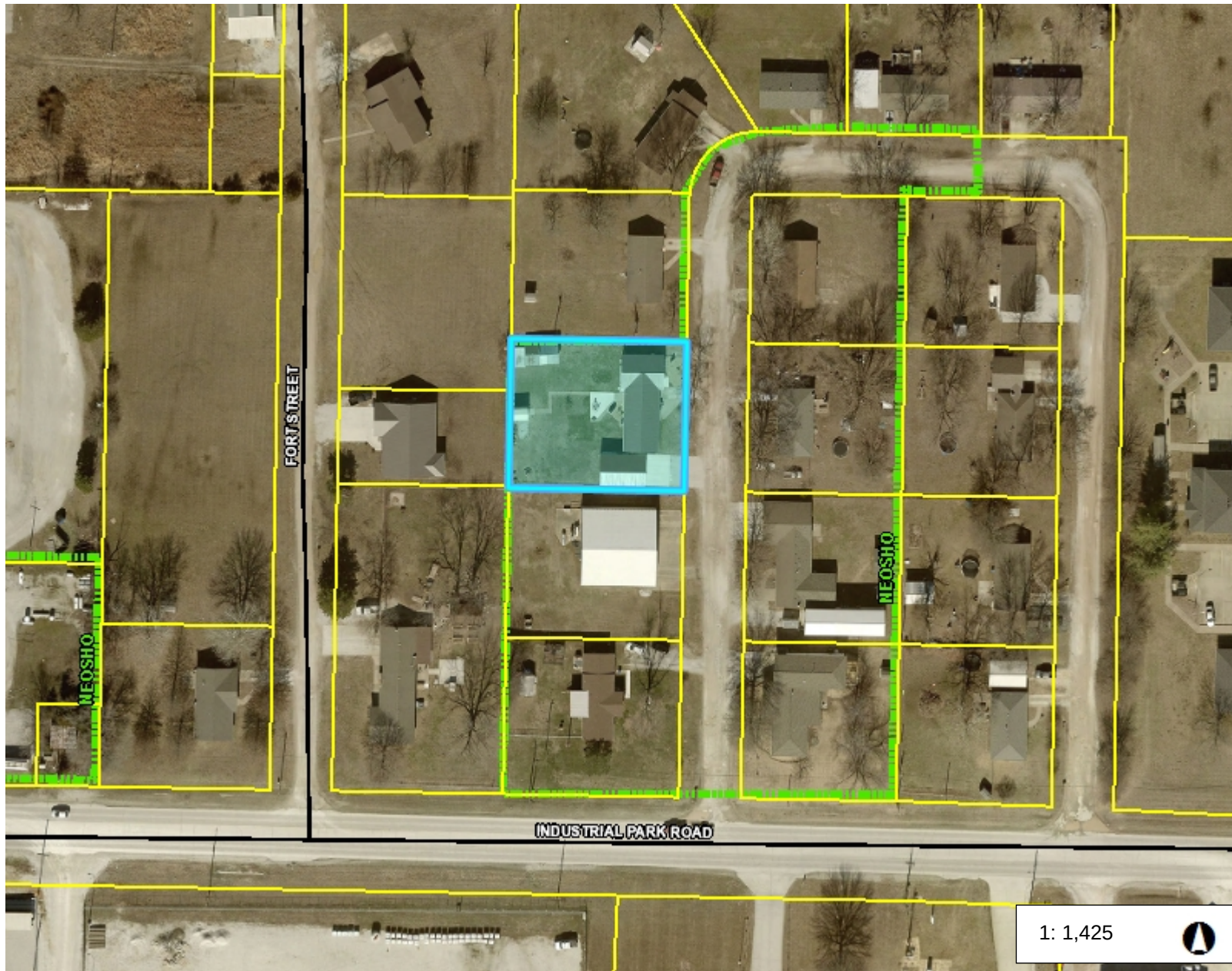
Regarding the voluntary annexation of property in the area of 2830 Bowler Drive described as:

All of Lot 3 Bowler's Third Subdivision, Newton County, Missouri, according to the recorded Plat thereof.

Inquiries please contact:

Richard Leavens
City of Neosho
Development Services Director
(417) 451-8050

Neosho, MO



Legend

Neosho Streets

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

- Parcel
- Corporate Limit Line

Notes

2830 Bowler Drive

237.5 0 118.76 237.5 Feet

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

REQUESTED COUNCIL MEETING DATE: September 3, 2024

ITEM: Bill No. 2024-78: Contract with Jackson Plumbing for City-wide Plumbing Services

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-78 Authorizing Jackson Plumbing Service Contract
 2. Contract with Craig Jackson independent contractor agreement RE city wide plumbing services
 3. Jackson Plumbing Bid
 4. Plumbing Services
-

PURPOSE:

To approve an agreement with Jackson Plumbing for city-wide plumbing services.

BACKGROUND:

During the August 20, 2024 council meeting, council approved Jackson Plumbing for city-wide plumbing services. This agreement will be a three-year contract for these services.

RECOMMENDATION:

Staff recommends approving the contract with Jackson Plumbing.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Craig Jackson d/b/a Jackson Sales & Service, for the purpose of providing plumbing 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 Craig Jackson d/b/a Jackson Sales & Service, for the purpose of providing plumbing 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.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of October, 2024, by and between the City of Neosho, Missouri (hereinafter “City”), and Craig Jackson d/b/a Jackson Sales & Service (hereinafter “Contractor”), and with City and Contractor being referred to collectively as the “parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing plumbing services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing plumbing services.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is from October 1, 2024 through September 30, 2025, unless terminated as provided herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to provide plumbing services for the routine maintenance, repair, and replacement of City property if and when requested by City. Contractor’s response time will be no more than four (4) hours for work during business hours, which means between 8:00 A.M. and 5:00 P.M. Monday through Friday; four (4) hours for work after hours, which means between 5:01 P.M. and 7:59 A.M. Monday through Friday and weekends; and four (4) hours for work on a City-recognized holiday, which means a holiday for which City Hall is closed.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following hourly rates:

	Year 1
Business Hours	\$70.00
After Hours	\$120.00
Holiday	\$120.00

Contractor will not perform work after hours or on a City-recognized holiday without City’s prior written approval. Contractor will submit a monthly invoice for payment. Within thirty (30) days of City’s receipt and approval of an invoice, City will make payment to Contractor. Contractor will not perform work in excess of \$750.00 without City’s prior written approval. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

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

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

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

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

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

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

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

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

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

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

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

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

18. Intellectual Property. Intentionally omitted.

19. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

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

City of Neosho	Jackson Sales & Service
ATTN: David Kennedy	ATTN: Craig Jackson
203 E. Main St.	P.O. Box 327
Neosho, MO 64850	Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full

day after the day of its mailing.

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

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

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

24. Right to Proceed. In the event this contract is terminated pursuant to Paragraph 28, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

27. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall

not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

CITY OF NEOSHO, MISSOURI

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Craig Jackson, Jackson Sales & Service

BID FORM

Description: (To be completed by bidding party)

Bid for labor to maintain & Repair any plumbing systems & devices for all city owned buildings and private homes I am called to Repair a City inflicted problems
8-5 Monday through Friday Rate \$76.00 per hour * p.p.
Response time 1-4 hours. After hours & holidays will be \$140.00 per hour, p.p. Response time 1-4 hrs.

* Second year will increase to \$71.00 Reg hours, \$142.00 per hour for after hours and weekends and holidays ** 3rd

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

Year will increase to \$72.00 per hour, \$144.00 per hour for F.O.B. Neosho, MO after hours, weekends, holidays,
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: Jackson Sales & Service
ADDRESS: P.O. Box 327 Neosho, Mo 64850
PHONE: 417-451-4587
EMAIL: rvforgiven@gmail.com
BY: Craig Jackson

Plumbing Services

Contractor		Hourly Cost of Rep		Hourly Rate for Reg Bus Hrs.		Response Time		Hourly Rate for After Hours/Holidays		Response Time
Jackson Sales & Serv		\$70.00		\$70.00		1 - 4 hours		\$140.00 / \$140.00		1 - 4 hours
						this is for 8 to 5				
				This is for 1 year will go up				This is for 1 year will to up		
				second year to \$71.00				second year to \$142.00		
				third year \$72.00				third year to \$144.00		
Satterlee		\$120		\$120.00		2 hours		\$180.00 / \$220.00		2 hours

REQUESTED COUNCIL MEETING DATE: September 3, 2024

ITEM: Bill No. 2024-79: Agreement with Henson Electric for City-Wide Electrical Services

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-79 Authorizing Henson Electric Service Contract
 2. Contract Henson Electric independent contractor agreement RE city wide electrical services
 3. Electric Services
 4. Electric Services Bid
-

PURPOSE:

To approve a three year contract with Henson Electric for city-wide electrical services.

BACKGROUND:

During the August 20, 2024 council meeting, council approved Henson Electric for city-wide electrical services. This will be a three year contract.

RECOMMENDATION:

Staff recommends approval of the agreement with Henson Electric for electrical services.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Toby Henson, d/b/a Henson Electric for the purpose of providing electrical 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 Toby Henson, d/b/a Henson Electric for the purpose of providing electrical 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.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of October, 2024, by and between the City of Neosho, Missouri (hereinafter “City”), and Toby Henson, d/b/a, Henson Electric (hereinafter “Contractor”), and with City and Contractor being referred to collectively as the “parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing electrical services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing electrical services.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is from October 1, 2024 through September 30, 2025, unless terminated as provided herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to provide electrical services for the routine maintenance, repair, and replacement of City property if and when requested by City. Contractor’s response time will be no more than forty (40) minutes for work during business hours, which means between 7:00 A.M. and 3:30 P.M. Monday through Friday; forty (40) minutes for work after hours, which means between 3:31 P.M. and 6:59 A.M. Monday through Friday and weekends; and forty (40) minutes for work on a City-recognized holiday, which means a holiday for which City Hall is closed.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following hourly rates: \$50.00 per hour for work during business hours; \$68.00 per hour for work after hours; and \$68.00 per hour for work on a City-recognized holiday. Contractor will not perform work after hours or on a City-recognized holiday without City’s prior written approval. Contractor will submit a monthly invoice for payment. Within thirty (30) days of City’s receipt and approval of an invoice, City will make payment to Contractor. Contractor will not perform work in excess of \$750.00 without City’s prior written approval. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker’s compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and

Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

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

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

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

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

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

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

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

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

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

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

employee working solely for Contractor, any fee, commission, gift, or contingent fee.

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

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

18. Intellectual Property. Intentionally omitted.

19. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

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

City of Neosho	Henson Electric
ATTN: David Kennedy	ATTN: Toby Henson
203 E. Main St.	376 Elk View Lane
Neosho, MO 64850	Pineville, MO 64856

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

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

22. Records and Audits. The Contractor shall maintain accounts and records, including

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

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

24. Right to Proceed. In the event this contract is terminated pursuant to Paragraph 28, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

CITY OF NEOSHO, MISSOURI

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Toby Henson, Henson Electric

Electric Services

Contractor		Hourly Cost of Rep		Hourly Rate for Reg Bus Hrs.		Response Time		Hourly Rate for After Hours/Holidays		Response Time
Henson Electric		\$50.00		\$50.00		40 Minutes		\$68.00 / \$68.00		40 Minutes
										Response time will
										probably less but
										no more than 40 min
Premier Contracting		\$65.00 (Per Man)		\$65.00 (Per Man)		1 Hour		\$75.00 / \$100 (per Man)		1 hour
								Weekend: \$80.00 Saturday Per Man		1 hour
								Weekend: \$90.00 Sunday Per Man		1 hour
Bill's Electric		\$75.00 (per man)		\$75.00 (per man)		1 1/2 Hour		\$112.500 / \$200.00 (per man)		1 hour

BID FORM

Description: (To be completed by bidding party)

Hourly cost of Labor for Repairs \$ 50⁰⁰/HR
Hourly Rate For Regular Business hours AND Response Time :
\$ 50⁰⁰/HR 40 minutes
Hourly Rate For After Hours & Response Time \$ 68⁰⁰/HR 40 minutes
Hourly Rate For Holiday Hours & Response Time \$ 68⁰⁰/HR 40 minutes
Response Times will probably be Less But NOT MORE !!

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: HENSON ELECTRIC
ADDRESS: 376 Elk View Lane, Pineville, Mo 64856
PHONE: 785-304-1533 , 417-223-4507
EMAIL: hensonelectric.th@gmail.com
BY: Toby Henson

REQUESTED COUNCIL MEETING DATE: September 3, 2024

ITEM: Bill No. 2024-80: MODOT Hazardous Moving Violation Grant_Police Department

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2024-80 Hazardous Moving Violation Grant_MODOT HMV
 2. MODOT HMV Contract FY25
-

PURPOSE:

Approve the Police Chief and Police Lieutenant to sign the HMV MoDot contract by DocuSign.

BACKGROUND:

At the last meeting, the Neosho City Council approved the police department to apply for the MoDot HMV grant. Attached is the actual contract that requires the Police Chief's and Police Lieutenant's signature.

RECOMMENDATION:

Allow the Police Chief and Police Lieutenant to proceed with signing the contracts via DocuSign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri Department of Transportation Highway Safety and Traffic Division, for the purpose of applying for a Hazardous Moving Violation (HMV) grant related to the Neosho Police Department; and authorizing the Police Chief to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Missouri Department of Transportation Highway Safety and Traffic Division, a political subdivision of the State of Missouri, for the purpose of applying for a Hazardous Moving Violation (HMV) grant related to the Neosho Police Department, 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 Police Chief of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

06/03/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 25-PT*-02-052
Project Category: Traffic Enforcement Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting

State:

Local: _____ \$9,180.00

Total: _____ \$9,180.00

Source of Funds

Federal: _____ \$9,180.00

State:

Local: _____ \$0.00

Total: _____ \$9,180.00

Contract Period

Effective: 10/01/2024

Through: 09/30/2025

Prepared By

Van Loo, Tara

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$9,180.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

- 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
- 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

- X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

Life is very busy and stressful for a lot of people. This is reflected in the way we drive trying to get to our various destinations. Speeding, careless, and aggressive driving are the leading contributors to fatality and serious injury vehicle crashes.

The City of Neosho has a population of 12,687 (according to the 2021 U.S. Census Bureau) and multiple schools, businesses, and state highway systems are located within it. This creates areas with higher traffic congestion especially during rush hour times (7 AM - 9 AM and 4 PM - 6 PM) when more individuals are on the roadway commuting to and from work and school. As previously mentioned, people are often stressed, in a hurry, or distracted by their busy schedules. This is when you see people traveling at faster rates of speed and in a careless or aggressive nature. Many drivers on the roadway don't maintain their focus on their safety or the safety of others around them.

According to the Missouri State Highway Patrol 2022 Crash Statistics, there were a total of 200 crashes reported by the Neosho Police Department. Of the 200 crashes, there were 55 people injured and 3 fatalities. Of the 55 injuries, 7 were speed-related and 46 involved aggressive driving. Of the 3 fatalities, 1 was speed-related and 3 involved aggressive driving.

The 5 year average of fatality crashes have increased over the last 5 years. According to the Missouri Department of Transportation's website the 5 year average of fatalities was 910 in 2019, 934 in 2020, 947 in 2021, 972 in 2022. The rate of fatalities from 2019 to 2020 showed a 2.57% increase, 2020 to 2021 showed a 1.37% increase, and 2021 to 2022 showed a 2.57% increase. The leading common characteristic of fatal crashes is aggressive driving. Of the total fatal accidents in 2019, 462 were attributed to aggressive driving. Of the total fatal crashes in 2020, 562 were attributed to aggressive driving. Of the total fatal accidents in 2021, 548 were attributed to aggressive driving.

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

Core Performance Measure Goals:

The Neosho Police Department ultimately strives to have 0 fatalities and 0 serious injuries as a result of crashes by 2035. This would allow just over 10 years to implement our enforcement goals and make adjustments to aid in reaching 0 fatal and serious injury crashes.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting a five-year average serious injury target of 27.5 based on agency statistics.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting a five-year average fatality target of 1.5 based on agency statistics.

The goal and objective is to decrease aggressive driving related crashes by increasing traffic enforcement and visibility .

PROJECT DESCRIPTION

The Neosho Police Department plans to increase the number of traffic stops for speeding and other aggressive driving during grant-funded enforcement activities to make the roadways safer for the community that we serve. Patrol officers will dedicate additional time to their regularly scheduled shifts to enforce traffic law obedience. This will require overtime compensation for the officers. To execute accurate and resolute traffic stops, some of the department's radars will need to be replaced. Officers will target areas with a high volume of traffic such as state highway systems that cross through various areas within the City of Neosho and school zones during rush hour times. Officers will also benefit from any additional training and legal updates available to assist them in performing at their best.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. The award for the previous year was not used due to major personnel shortages. A majority of our officers were working overtime for shift coverage on a weekly basis and had no way to work any additional overtime.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	91
19	Total number of speeding citations written by your agency.	446
20	Total number of HMV citations written by your agency.	191
21	Total number of child safety/booster seat citations written by your agency.	0
22	Total number of safety belt citations written by your agency.	0
23	Total number of warnings issued.	699

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	258
25	Total number of traffic crashes resulting in a fatality.	0
26	Total number of traffic crashes resulting in a serious injury.	86
27	Total number of speed-related traffic crashes.	13
28	Total number of speed-related traffic crashes resulting in a fatality.	0
29	Total number of speed-related traffic crashes resulting in a serious injury.	7
30	Total number of alcohol-related traffic crashes.	16
31	Total number of alcohol-related traffic crashes resulting in a fatality.	0
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	0
33	Total number of unbuckled fatalities.	0
34	Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	28
36	Total number of commissioned patrol and traffic officers.	28
37	Total number of commissioned law enforcement officers available for overtime enforcement.	20
38	Total number of vehicles available for enforcement.	12
39	Total number of radars/lasers.	16

- 40 Total number of in-car video cameras. 0
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
- 1 -Intox DataMaster DMT
14 - Portable Breath Testers
- 42 Total number of Breath Instruments. 15

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

- 43 Identify primary enforcement locations.
- All streets and highways within the city limits. The primary area of focus will be school zones, heavy traffic near businesses, and highways.
- 44 Enter the number of enforcement periods your agency will conduct each month. 4
- 45 Enter the months in which enforcement will be conducted.
- All months of the year.
- 46 Enter the days of the week in which enforcement will be conducted.
- Any day of the week.
- 47 Enter the time of day in which enforcement will be conducted.
- Any time of the day the extra enforcement is deemed necessary.
- 48 Enter the number of officers assigned during the enforcement period. 1
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.
- New radar units are necessary for the officers during traffic enforcement operations . Some of the radars are extremely dated, harder to use, and in need of repairs or replacement. We compared the cost of a brand new Stalker DSR Radar (\$2,995.00) and a refurbished Stalker DSR Radar (\$1,295.00). This type of radar is preferred among the officers for its quality and ease of use . With such a difference in cost we would be able to replace more of our radar units which is highly needed for our agency. We are requesting 4 refurbished radars instead of 2 new radars.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Neosho Police Department will administratively evaluate this project. Evaluation will be based on the following:

Officers may volunteer for dedicated traffic enforcement assignments . To ensure all grant funding is utilized, officers will be assigned as necessary.

Evaluations will be conducted monthly and at the end of the project to determine if the goals and objectives outlined in this contract have been met. This includes timely equipment purchases, completed officer training, and a lower rate of injuries and fatalities in traffic crashes.

ADDITIONAL FUNDING SOURCES

The only active grant at this time is the FY 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) Program through the Bureau of Justice. The department was awarded \$4,619.93 to outfit 7 officers with new bulletproof vests. The funding started on April 1, 2023, and will come to completion on August 31, 2025.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	RADAR/LIDAR	Stalker Dual DSR Gen-3 radar - Refurbished - Includes antennas, mounts, cables, sun shield, tuning forks, and certification.	4.00	\$1,295.00	\$5,180.00	\$0.00	\$5,180.00
					\$5,180.00	\$0.00	\$5,180.00
Personnel							
	Overtime and/or Fringe	Officer overtime and fringe (appx. 56 hours).	1.00	\$2,800.00	\$2,800.00	\$0.00	\$2,800.00
					\$2,800.00	\$0.00	\$2,800.00
Training							
	Professional Development	LETSAC conference.	2.00	\$600.00	\$1,200.00	\$0.00	\$1,200.00
					\$1,200.00	\$0.00	\$1,200.00
Total Contract					\$9,180.00	\$0.00	\$9,180.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	Radar Quote - Refurbish	02/15/2024
PDF	PDF Document	Radar Quote - New.pdf	02/15/2024
PDF	PDF Document	Neosho Police Departme	02/15/2024

REQUESTED COUNCIL MEETING DATE: September 3, 2024

ITEM: Bill No. 2024-81: MODOT Driving While Intoxicated Grant_Police Department

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2024-81 Driving While Intoxicated Grant_MODOT DWI
 2. MODOT DWI Contract FY25
-

PURPOSE:

Approve the Police Chief and Police Lieutenant to sign the HMV MoDot contract by DocuSign.

BACKGROUND:

At the last meeting, the Neosho City Council approved the police department to apply for the MoDot HMV grant. Attached is the actual contract that requires the Police Chief's and Police Lieutenant's signature.

RECOMMENDATION:

Allow the Police Chief and Police Lieutenant to proceed with signing the contracts via DocuSign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri Department of Transportation Highway Safety and Traffic Division, for the purpose of applying for a Driving While Intoxicated (DWI) grant related to the Neosho Police Department; and authorizing the Police Chief to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Missouri Department of Transportation Highway Safety and Traffic Division, a political subdivision of the State of Missouri, for the purpose of applying for a Driving While Intoxicated (DWI) grant related to the Neosho Police Department, 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 Police Chief of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CONTRACT

Form HS-1

Version: 1

05/24/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Impaired Driving Enforcement
Project Number: 25-ENF-03-051
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Funding Source: 154 AL / 20.607

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$5,000.00
Total:	\$5,000.00

Source of Funds	
Federal:	\$5,000.00
State:	
Local:	\$0.00
Total:	\$5,000.00

Prepared By
Van Loo, Tara

Name of Grantee
Neosho Police Dept.

Grantee County
Newton

Grantee Address
201 N College Street

Neosho, MO 648501469

Telephone
417-451-8012

Fax
417-451-8008

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$5,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G.** That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H.** That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 2. the period during which the Recipient retains ownership or possession of the property.
- I.** The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J.** The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

Impaired driving will not only put you or your passengers in danger but also others sharing the road with you. When alcohol and drugs are consumed, reaction time slows and reflexes diminish. It becomes harder to concentrate and vision is impaired. It is incredibly unsafe for anyone to operate a motor vehicle in this condition.

The City of Neosho has a population of 12,687 (according to the 2021 U.S. Census Bureau) and multiple schools, businesses, restaurants, and state highway systems are located within it. This increases the number of pedestrians our city has crossing streets and also the number of drivers we see on the roadways. Impaired drivers create dangerous circumstances for everyone they encounter on the roadway.

According to the Missouri State Highway Patrol 2022 Crash Statistics, there were a total of 20 alcohol and drug-involved crashes reported by the Neosho Police Department. Of those 20 alcohol and drug-involved crashes, there were 15 people injured and 1 fatality as a result.

The Neosho Police Department made 68 DWI arrests in 2022 and 91 DWI arrests in 2023. The more DWI arrests made prevents impaired driving crashes.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Core Performance Measure Goals:

The Neosho Police Department ultimately strives to have 0 fatalities and 0 serious injuries as a result of crashes by 2035. This would allow just over 10 years to implement our enforcement goals and make adjustments to aid in reaching 0 fatal and serious injury crashes.

According to the Missouri State Highway Patrol 2022 Crash Statistics, there were a total of 20 alcohol and drug involved crashes reported by the Neosho Police Department. Of those 20 alcohol and drug involved crashes, there were 15 people injured and 1 fatality.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting a five-year average serious injury target of 7.5 based on agency statistics.

Based on a goal of 0 fatalities by 2030, Neosho Police Department is setting a five-year average fatality target of .5 based on agency statistics.

The goal and objective is to decrease alcohol and drug related crashes by increasing traffic enforcement and visibility .

PROJECT DESCRIPTION

The Neosho Police Department plans to increase the number of traffic stops for any traffic violations during grant-funded enforcement activities to make the roadways safer for the community that we serve. In making these traffic stops, the department hopes to remove impaired drivers off the roadway for their safety and the safety of others around them. Patrol officers will conduct special details to saturate and prevent drinking and driving. The department plans to assign 3-4 officers to patrol all areas within the city limits of Neosho, especially those with a high volume of traffic such as state highway systems and their intersections. The scheduling of these details will take into account holidays and weekends since a high number of impaired drivers are often out during these times. This will require overtime compensation for the officers.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. The award for the previous year was not used due to major personnel shortages. A majority of our officers were working overtime for shift coverage on a weekly basis and had no way to work any additional overtime.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	91
19	Total number of speeding citations written by your agency.	446
20	Total number of HMV citations written by your agency.	191
21	Total number of child safety/booster seat citations written by your agency.	0
22	Total number of safety belt citations written by your agency.	0
23	Total number of warnings issued.	699

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	258
25	Total number of traffic crashes resulting in a fatality.	0
26	Total number of traffic crashes resulting in a serious injury.	86
27	Total number of speed-related traffic crashes.	13
28	Total number of speed-related traffic crashes resulting in a fatality.	0
29	Total number of speed-related traffic crashes resulting in a serious injury.	7
30	Total number of alcohol-related traffic crashes.	16
31	Total number of alcohol-related traffic crashes resulting in a fatality.	0
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	0
33	Total number of unbuckled fatalities.	0
34	Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	28
36	Total number of commissioned patrol and traffic officers.	28
37	Total number of commissioned law enforcement officers available for overtime enforcement.	20
38	Total number of vehicles available for enforcement.	12
39	Total number of radars/lasers.	16

- 40 Total number of in-car video cameras. 0
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
- 1 - Intox DataMaster DMT
14 - Portable Breath Testers
- 42 Total number of Breath Instruments. 15

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

- 43 Identify primary enforcement locations.
- All streets and highways within the city limits. The primary area of focus will be areas with heavier traffic due to businesses and highway systems.
- 44 Enter the number of enforcement periods your agency will conduct each month. 1
- 45 Enter the months in which enforcement will be conducted.
- All months of the year.
- 46 Enter the days of the week in which enforcement will be conducted.
- They could be conducted all days of the week. Weekends and Holidays will be the primary focus.
- 47 Enter the time of day in which enforcement will be conducted.
- They will be conducted in the evenings into early morning hours.
- 48 Enter the number of officers assigned during the enforcement period. 3
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.
- N/A

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Neosho Police Department will administratively evaluate this project. Evaluation will be based on the following:

Officers may volunteer for dedicated traffic enforcement assignments . To ensure all grant funding is utilized, officers will be assigned as necessary.

Evaluations will be conducted monthly and at the end of the project to determine if the goals and objectives outlined in this contract have been met.

ADDITIONAL FUNDING SOURCES

The only active grant at this time is the FY 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) Program through the Bureau of Justice. The department was awarded \$4,619.93 to outfit 7 officers with new bulletproof vests. The funding started on April 1, 2023, and will come to completion on August 31, 2025.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Overtime and fringe (appx. 100 hours).	100.00	\$50.00	\$5,000.00	\$0.00	\$5,000.00
					\$5,000.00	\$0.00	\$5,000.00
Total Contract					\$5,000.00	\$0.00	\$5,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	Neosho Police Departme	02/15/2024

REQUESTED COUNCIL MEETING DATE: September 3, 2024

ITEM: Bill No 2024-82: Agreement with Missouri Sugars for Calculation of Sewer Service

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-82 Authorizing Wastewater Variance Agreement - Missouri Sugars
 2. Missouri Sugars Sewage Charge Agreement
-

PURPOSE:

To obtain approval of variance to the code Section 705.440 for Missouri Sugars.

BACKGROUND:

Missouri Sugars has a separate account for sewer and at one time had a sewage flow meter installed. Due to the extreme heat and corrosive nature of the liquid sucrose, a sewage flow meter is unable to withstand the conditions of the environment it is placed in. Missouri Sugars has spoken to engineers and designers of sewage flow meters and is unable to locate a replacement for the meter that is inoperable. Much of the water used by Missouri Sugars in the manufacturing of liquid sucrose is shipped out of the facility on trucks and never enters the wastewater system. Staff worked with Missouri Sugars on a suitable solution to calculate the amount of water entering the wastewater system. The city attorney has drafted an agreement and Missouri Sugars has agreed to the terms.

The agreement will reduce the water consumed on the Missouri Sugar account that feeds the production facility by a calculation of the amount shipped each month. The resulting consumption will be applied to the sewer rates in effect and billed.

RECOMMENDATION:

Staff recommends Council approve the variance agreement and authorize the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Wastewater Use Agreement for Variance on Measurement with Missouri Sugars, LLC, Missouri Limited Liability Company, for the purpose of issuing a variant method of calculation for wastewater usage and requiring certain water and liquid shipping reports; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, Missouri Sugars, LLC, owns and/or operates property associated with a water and wastewater/sewer (“sewer” or “sewage”) usage provided by City; and

WHEREAS, the City Code of Ordinances Chapter 705 Sewers and Sewage Disposal, Article VI Service Charges sets out the regulations and methods for service charges related to sewage flow and use; and

WHEREAS, the rates and charges for such city services are set exclusively by the City Council pursuant to Section 705.400 Purpose of Cost-Recovery Charges; and

WHEREAS, for the purpose of equitable calculation on sewage usage by Missouri Sugars, LLC, the City Council has provided an alternative formula for calculating sewage flow of Missouri Sugars.

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 Missouri Sugars, LLC, a Missouri Limited Liability Company, for the purpose of issuing a variant method of calculation for wastewater usage and requiring certain water and liquid shipping reports, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

{Signature on Next Page.}

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

WASTEWATER USE AGREEMENT FOR VARIANCE ON MEASUREMENT

THIS WASTEWATER USE AGREEMENT FOR VARIANCE ON MEASUREMENT “Agreement” by and between the **City of Neosho, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as **“City”**, and **Missouri Sugars, LLC**, a Missouri Limited Liability Company, hereinafter collectively referred to as **“End User”**, is made and entered into this ____ day of _____ 2024.

W I T N E S S E T H:

WHEREAS, End User owns and/or operates property associated with a water and wastewater/sewer (“sewer” or “sewage”) usage provided by City; and

WHEREAS, for the purpose of equitable calculation on sewage usage by End User, City has provided an alternative formula for calculating sewage flow of End User;

NOW, THEREFORE, in exchange for valuable consideration, each received from the others, the parties do hereby agree as follows:

1. Both City and End User agree that the City may adopt charges and fees for sewage use and that such charges can be changed by the City Council, including future councils with each year of appropriations.

2. That the parties mutually agree the volume and flow of sewage from End User is likely less than the volume and flow of water usage by End User.

3. That Section 705.440 Measurement of Sewage Flow sets out the method used by City for calculating the flow of sewage per user, which uses an estimated flow of water usage.

3. End User’s Sewage Account # is 008750-001 and water usage account is Account No. 008751-001. End User’s has an additional account 008751-002 that is not effected by this Agreement.

4. From the effective date of this Agreement until such time as terminated pursuant to this Agreement and/or the laws of the State of Missouri, the sewage use calculation for End User shall be as follows:

- a) The sewage flow on the above account will be calculated with water consumption of the account # 008751-001 less the water that is shipped out of the manufacturing facility in the form of sucrose or other sweetener products in the reports to be provided by End User.
- b) End User will supply a water shipped calculation monthly to the City. The report will include Liquid Load Bulk Liquid Logistics (“BOL”), Date Shipped, Product, Load Size, Brix Adjustment and Pounds of Water Shipped. The report will run from the seventh (7th) day of the preceding month to the sixth (6th) day of the current month to line up with the meter readings dates. The report will be emailed to the Neosho finance office no later than the tenth (10th) day of every month to update the consumption for billing.

- c) This report as well as supporting documentation will be available for audit and inspection at End User's facility periodically, but no less than annually, for inspection by the City. Such time for inspection of reports will be made as reasonably convenient to both parties.
- d) The City will convert pounds of water supplied in the monthly reports to gallons using a factor of 0.1215300 for the density of 130-degree Fahrenheit water. The factor will be multiplied by the monthly total of pounds of water shipped and converted to 1/100 for consistency with the City meter readings. The resulting gallons of water shipped will be deducted from the water usage of the account # 008751-001. The difference will be the sewer consumption for the End User Sewer only account 008750-001 and the bill calculated using the current monthly sewer service charge and rate per thousand (1,000) gallons as outlined in Section 705.450(B) 5 of the City of Neosho Code.
- e) The account 008751-002 is confirmed to be the tank washout area and all water flows into a drain and the city sewer system from this meter. This account will be charged sewer as outlined in Section 705.440 of the City of Neosho Code.

5. If End User fails or omits sending the water shipped calculation or it is not received in time to update the billing prior to printing (no later than the fifteenth (15th) day of each month), the sewer account 008750-001 account will be charged on total water consumed under account 008751-001. If inconsistencies arise in the reports the full amount of water usage will be charged.

6. Any new additional account opened by End User will be reviewed for sewer service and added to this Agreement or calculated using water consumed on that account as determined by inspection and communication between End User and The City of Neosho and approved by Council.

7. Either party may terminate this agreement upon thirty (30) day notice to the other party, with said notice delivered in writing to the business address of the other party.

8. This agreement does not amend any ordinances of the City of Neosho and is subject to annual appropriations and budget approval by the City Council.

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

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

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

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

consideration described herein.

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

14. The terms herein are effective as of the date this Agreement is last executed.

IN WITNESS WHEREOF, the parties have set their hands the day and year stated above.

CITY OF NEOSHO

MISSOURI SUGARS, LLC

By: _____
Richard Davidson, Mayor

By: _____
Jason Giebler

Title:

ATTEST:

Cheyenne Wright, City Clerk

SEAL

“CITY”

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Online Payment Processor Bid

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. BOK Financial RFP Online Payment Proposal
 2. BOK Cost Proposal
 3. City of Neosho_RFP_Online Payment Processing Services_CORE Submission (1)
 4. City of Neosho_COST PROPOSAL_RFP_Payment Processing Services_CORE Submission
 5. City of Neosho - Online Payment Proposal 08.13.24 PAYVOMPASS
 6. Pricing Proposal of Neosho 8.13.24 PAYCOMPASS
 7. Visualgov RFP Online Payment Proposal
 8. Visualgov Cost Proposal
-

PURPOSE:

To update Council on bid packets received for online payment processing.

BACKGROUND:

Staff sought bids to integrate with the CivicPlus Pay feature and for all other online payments processing. Staff submitted bids to 5 vendors and received 4 back from different vendors. The vendors who replied to the Request for Proposal are not able to fully integrate and are not partnered with CivicPlus Pay.

RECOMMENDATION:

Staff recommends rejection of all bids and request a consensus to seek quotes from the vendors who are partnered with CivicPlus Pay.



**BOK Financial RFP Response
Online Payment Processing Services
City of Neosho, Missouri**



Presented by:

Jason Suggitt | VP | Corporate Banking Relationship Manager | 479-973-2613
Mattson Uihlein | SVP | Treasury Sales Manager | 214-987-8863

Presented on:

August 13th, 2024



August 12, 2024

City of Neosho
203 E Main St.
Neosho, MO 64850

Dear Leslie Forest,

Thank you for the opportunity to participate in the City's request for proposal to provide online payment processing services.

At BOK Financial we are committed to providing solutions, products, and services that are best-in-class across multiple lines of business. Most importantly, we want to provide solutions to the City of Neosho that are best suited to meet your needs and objectives. We bring a dedicated relationship team to support the City, along with our white glove approach to customer service, customizable solutions, significant investment in technology, and competitive pricing. BOK Financial is pleased to offer an all-in-one solution for the City's online payment processing needs that are outlined in this request for proposal.

Below are a few highlights from our proposal that set us apart:

1) Exceptional Customer Service

- Dedicated Client Service Support: Client service support serves as your contact for account inquiries. BOK Financial has extended hours and ensures same day resolution or communication with status updates.

2) State of the Art Technology and Platforms

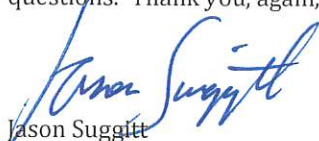
- We are consistently increasing investment in technology and security for our product suites. Our technology roadmap is extensive; ushering in a new phase of next generation technology allowing the City to run its operations in the most streamlined manner.

3) Consultative Approach to Understand the City of Neosho's needs and objectives

- Relationship management and consultative banking is core to BOK Financial's approach. Not only do we complete regular Relationship Reviews, but we engage subject matter experts to explore new products and services as needed on an ongoing basis.

We applaud the City of Neosho for taking a fresh look at your current payment processing providers and exploring ways to improve, consolidate, and create efficiencies. Our proposal will provide transparency around the services proposed while demonstrating BOK Financial's continued focus on a consultative approach.

On behalf of your relationship team, we welcome your feedback and encourage you to reach out with any questions. Thank you, again, for the opportunity to provide this proposal.



Jason Suggitt
VP, Relationship Manager
jsuggitt@bokf.com
T: 479.973.2613 M: 479-367-0124
3500 North College Avenue
Fayetteville, AR 72703



Mattson H. Uihlein
SVP, Treasury Management Officer
muilein@bokf.com
T: 214.987.8863 M: 414.412.9005
3500 North College Avenue
Fayetteville, AR 72703



CITY OF NEOSHO, MISSOURI
REQUEST FOR PROPOSALS FOR ONLINE PAYMENT PROCESSING SERVICES

GENERAL BACKGROUND

The City of Neosho is a southwestern Missouri community of approximately 12,500 residents consisting primarily of single-family residences, with a variety of other developments including commercial, light industrial and multi-family accommodations. The City is a municipal corporation governed by an elected Mayor and six City Council members. The City is a home- rule municipality under the State of Missouri Constitution.

The City of Neosho intends to award a three-year contract for online payment processing services with the option of the City to extend the contract for two additional years. The City encourages all prospective financial services companies representatives to examine this RFP carefully. Qualified financial service companies are requested to submit proposals to provide services as defined in this RFP.

MINIMUM QUALIFICATIONS OF PROPOSING ONLINE PAYMENT PROCESSOR

This section lists the qualifications and criteria to be considered in evaluating the financial service company interested in providing the services specified in order for them to be considered for an award. Specific responses to each must be provided in the accompanying Response Forms. To be considered, a company must:

1. Must facilitate the acceptance of VISA, MasterCard, Discover, American Express, electronic check (ACH) and debit cards through online/e-payment transactions.
2. To fully and seamlessly integrate with its existing systems and processes, specifically CivicPlus and Celero. Be an on-line cash and securities member of the Federal Reserve.
3. To integrate or provide .csv reporting functions within our accounting software Springbrook.
4. Must provide appropriate credit and debit card acceptance software and hardware, as applicable.
5. Be capable of making deposits to a depository designated by the City. The prospective vendor must be able to make deposits next day of the transaction date.
6. Provide detailed monthly statements of credit card transactions reflecting the activity location, transaction date, type of card used for the purchase, and the amount of the purchase.
7. Transmitting transaction batches that include a word description register/merchant locator with the amount (as opposed to a cryptic, alphanumeric merchant locator). For example, City of Neosho Water Department would be an acceptable merchant locator. This locator for each transaction batch will appear on the City's bank statements.
8. Utilize a pass through for convenience fees or service fees to customers.

BOK Financial can comply with these requirements. Specific to #7, batches converted to ACH for deposit will have a unique merchant identifier for ease of recognition. Each merchant identifier will have the ability to support a DBA Name field that is designated by the City.



SCOPE OF SERVICES REQUESTED

Desired system features and technical requirements are in Exhibit B and C. The City of Neosho requests responders to complete Exhibit B and C:

Exhibit B - List of System Features and Technical Requirements –list of system features and indicates level of requirement for each feature. Respondents are to provide answers about the system they are proposing.

Exhibit C - Explain/Describe Details of System Features and Technical Requirements - provides an opportunity to further explain and describe your proposal.

REQUIRED AND OPTIONAL SERVICES

To facilitate review of the information submitted, proposals must contain the following information presented in the order shown. The proposal should not be expensive or extravagant. It should be simple and easily understood. Additional weighting will be given to proposals that provide innovative approaches to satisfy the project needs.

Overall Proposal suitability

Proposals must be submitted in the format provided in this RFP. Supporting material must be provided. Additional weighting will be given to proposals that provide innovative approaches to satisfy the project needs

Cost (To be submitted in a separate file from the rest of the proposal)

Describe the pricing model and list all applicable annual maintenance fees, applicable communication/notification fees, integration fees, contracts and subcontracts required to implement, and/or per transaction fees if applicable. Please indicate recurring and non-recurring fees.

The City request a pass through setup for fees- pricing should indicate what fees are passed to customers and what fees are paid by City.

Neosho requires that any proposal include professional services necessary for implementation. It is the preparer's responsibility to provide all items incidental to implementation even though these items may not be precisely delineated in the proposal packet.

Neosho is looking for a single project manager that would be responsible for implementing the selected solution, including coordinating with any third-party vendors if applicable. Selected vendor should be responsible for any third-party integrations that are needed to implement the solution.

The fees submitted in the proposal shall be effective for a period of three to five years, beginning with successful acceptance of the implementation. Neosho prefers proposals with minimal upfront costs to implement the system.



Please outline the costs that result from integrating with CivicPlus payment processing services as applicable to your solution.

Please provide pricing for the following:

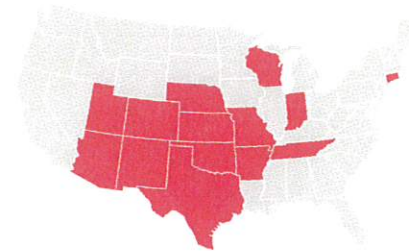
- Set-up and implementation costs, including all necessary integrations and customization as outlined in the "Project Scope" chapter.
- Hosting/annual maintenance or other recurring fees Per transaction fee for ACH
- Per transaction fee for credit/debit cards
- Per transaction fee for non-qualified credit cards
- Per transaction fee for digital wallet payments
- Fees associated with hosting accounts enrolled into the auto-payment model Fees associated with moving exiting auto-payment customers to your platform
- Description of fees and applicable costs that might be charged by third parties that your solution is integrated with
- Specify payment processing options and associated costs if applicable. Include costs of integrating with Celero payment processing services and other payment processors. Specify if credit cards processing costs are included into the projected solution costs
- Per chargeback or ACH reject fee if applicable
- Applicable maintenance costs
- Hardware Costs (for accepting counter payments) and/or for the in-house system if offered
- Any other associated costs not listed above

All costs are included in a separate file, Detail Proforma Analysis and the Merchant Services Proposal.

Previous Work and Organizational Experience

- Brief history of the proposer's organization including time in business, number of customers, size of organization, etc.

BOKF was founded in 1910 as a regional source of capital for the energy industry. Since then, we've grown into one of the Top 25 financial institutions in the country, fueling economic growth across the American Midwest and Southwest.



The company's banking subsidiary, BOKF, NA, operates under the name BOK Financial in Arizona, Arkansas, Colorado, Kansas, and Missouri. Additionally, it manages Bank of Oklahoma, Bank of Texas, and Bank of Albuquerque. BOKF also oversees TransFund (an ATM and merchant processor), Cavanal Hill Investment Management, BOK Financial Securities, BOK Financial Advisors, BOK Financial Insurance, and BOK Financial Asset Management. BOK Financial has over 5000 employees.

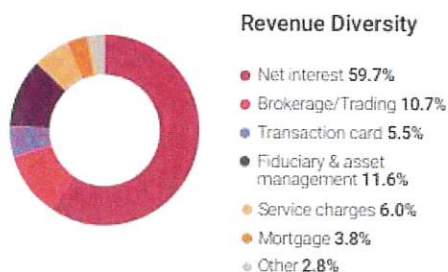
The company is more than 50% owned by George Kaiser, who acquired the bank in 1991 from the FDIC and serves as BOKF's Chairman. The disciplined credit focus of the firm and Mr. Kaiser is best expressed in his own words: "There is no principle more emphasized in our organization than



managing for long-term value rather than short-term results.”

With revenue diversified by source, industry and geography, BOK Financial is uniquely positioned to be a consistent provider of capital and other financial services through all economic cycles.

The numbers below are as of Q2 2024.



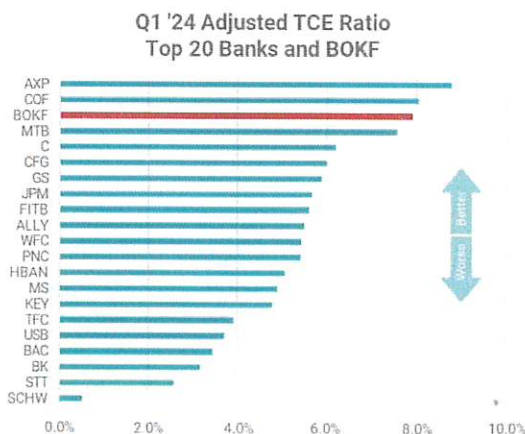
BOK Financial trades on the NASDAQ stock exchange under the trading symbol of BOKF. We maintain strong credit ratings (Baa1/A-/A) and Tier-1 Capitalization at 12.11%. BOK Financial is a strong and stable bank with more than \$50 billion in assets and consistently carries investment grade ratings from Moody's, Fitch, and S&P

Baa1 **A-** **A**
Moody's S&P Fitch

BOKF, NA (Bank) Long-term Issuer Credit Ratings

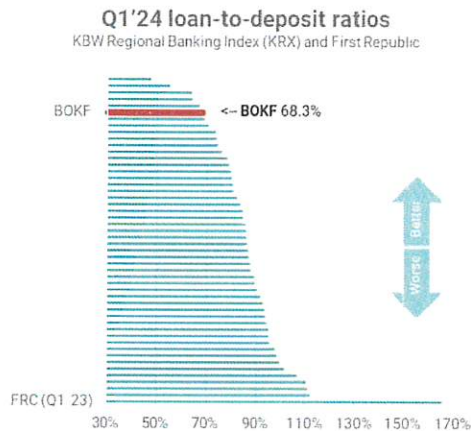
- Evidence of the financial stability of the organization

BOK Financial has no exposure to crypto and no material exposure to venture capital, life sciences or specialized technology.



We are in the top quartile among the top 20 US banks for tangible common equity to total asset ratio including all unrealized securities losses, due to a conservatively managed securities portfolio with significantly less exposure to interest rate risk.

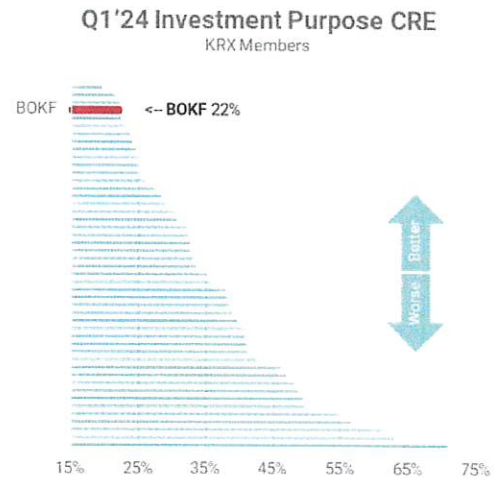
Our robust capital ratios are consistently well above regulatory and internal policy thresholds. Unadjusted TCE/total assets were 8.2%; adjusting for all securities portfolio net losses would reduce this ratio to 7.9%.



Largest traditional bank not to participate in Troubled Asset Relief Program (TARP) during the Great Financial Crisis or the Bank Term Funding Program (BTFP).

We have a strong and diverse liquidity position with a loan-to-deposit ratio of 68.3% and a coverage ratio of uninsured and uncollateralized deposits of ~179%.

Loan balances in investment purpose Commercial Real Estate (held by borrowers for investment purposes) represented a modest 22% of total outstanding loan balances, which is well below our peers.



All data as of Q1 2024.

- Information about the number and customization levels of previous integrations with CivicPlus, Springbrook, Celero and various payment processing merchants.
BOK Financial does not have any integrations with CivicPlus, Springbrook, or Celero.
Files can be manually exported and/or provided via SFTP for automated upload.
- Include three or more references for similarly scaled municipalities and public utilities testimonials from past clients on:
- Quality of the software solution after go-live and implementation process experience
- Quality of ongoing customer support after go-live

References:

Assured Vehicle Protection (AVP)
Cassie Grodzicki, CFO
913-396-5480
cassie@avpadmin.com

Oculoplastic Associates of Texas PLLC
Diane Scalley, Contractor
dscalley@thekleingroupinc.com

- Listing of major software releases for the past two (2) years, including a minimum of three (3) customer references that have received all software upgrades within each release series.



Business Invoicing is SaaS or cloud/web based so there are no upgrades to install.

- Evidence of high levels of customer satisfaction across your current customer base
BOK Financial regularly conducts surveys to gauge both customer and onboarding satisfaction, ensuring high levels of contentment among our clientele. The insights from these surveys are leveraged internally for coaching purposes and to refine our internal procedures.
- Evidence of consistently delivering projects on time
We utilize our outlined project methodology described later in the RFP to guarantee that onboarding processes are finalized within the designated timeframe.

Technical Expertise and Experience

- Narrative summary of client support methodology, including routine technical support process, emergency 24-hour technical support and escalation process

BOK Financial offers a team of local experts who are ready to provide solutions and advice tailored to the City's needs. Our team has decades of banking experience within BOK Financial and substantial training in all of our systems. This team will work together to answer your questions and respond to your needs in a timely manner. We also will schedule regular ongoing relationship reviews to understand your goals and look for ways to assist you through new financial services or by making changes to your existing systems and services.

"Our Treasury Client Services team is the cornerstone of our business; their exceptional dedication and unparalleled expertise are what set us apart. They go above and beyond, not only to meet but to exceed our clients' expectations, embodying our commitment to delivering value and nurturing lasting relationships."
-Paula Barrington, EVP, Executive Director, Treasury Services

Additionally, you will be paired with a local dedicated Treasury Client Services Professional (TCSP) who will offer ongoing support for your day-to-day requirements. With the support of a larger team spanning the region, we ensure that there will always be a client services professional available to assist during our business hours when your dedicated TCSP is unavailable. Our Treasury Client Services team is dedicated to serving the unique needs of our clients. Our TCSP's assist with your treasury products and services, resolve your issues, and liaise with partners to support your depository needs. Based on the request type, our TCSP's are committed to making sure you receive an acknowledgement and/or resolution as quickly as possible.

- A service team dedicated to providing differentiated and responsive support for a "best-in-class" client experience.
- Ensure clients receive timely and accurate information related to their service inquiry.
- Empowered to make decisions and escalate to management as needed.
- Service hours Monday through Friday from 7:30am – 6:00pm CST.

In addition, our internal partners specialize in our product offerings, and our IT resources are readily available during onboarding. They assist our onboarding consultants with file testing, transmission setup, and software connectivity.

The City of Neosho will also be assigned a relationship manager within TransFund® who you will be able to contact for any merchant related issues or escalations as needed.



The City of Neosho will have access to TransFund's internal helpdesk M-F 8am-5pm CST as well as 24/7 access to Clover/Fiserv® support desk.

- Narrative summary of disaster recovery plan and the capability to perform the services requested in this RFP should your primary facility, equipment and/or technology become inoperable

Business Continuity/Disaster Recovery information for Business Invoicing follows:

Business Invoicing has a Disaster Recovery and Back up Contingency Plan for the recovery and resumption of business. This includes all aspects of the environment that are required to provide the services to customers. Business continuity and disaster recovery plans, including restoration of backups, are tested annually. Test results are reviewed, and the plan is adjusted as necessary.

Business Invoicing Support, Network Administration, and Operations staff are located in multiple U.S. regions to permit continuation of operations during any regional disaster.

We maintain a warm backup site for use in the event of a disaster. In the event of a disaster, the systems will be restored in the D.R. datacenter.

The standard solution is available 24x7x365 (excluding maintenance windows) with standard D.R. RTO of 24 hours and RPO of 4 hours (Actual will be less).

Hardware components necessary for availability are all redundant. Virtual Machines (VM) are used for all servers and all servers are redundant.

Availability of the application platform is maintained and ensured by the scalable design and high quality of execution of the Software combined with High-Availability of the underlying Infrastructure components and hardware layout.

Components redundancy, ability to add processing nodes in run-time and extra powerful database systems provide solid foundation for uninterrupted high-performance processing.

Availability of the software systems is monitored by internal heartbeat systems as well as by external 3rd party services accessing the systems from various geographic locations to monitor transactions processing.

Backups are electronically encrypted and stored and copied to the DR data center. Backups are retained according to our internal backup retention schedule. Data is available for recovery in a disaster or for rollbacks.

- Narrative summary of the availability of and policy on providing software upgrades and enhancements in the future and the pricing strategy that will apply

Business Invoicing typically offers 2-3 upgrades per year. Production upgrades are performed outside of normal business hours. During this window, the sites are placed into Maintenance while the upgrade is being performed and certified.

An email notification is sent to the distributor 4 weeks prior to the Production upgrade date. The first notification contains details of the Demo upgrade but also contains the date of the Production upgrade. A second email notification is sent to the distributor 14 days prior to the



Production upgrade with additional details pertaining to that event.

Narrative summary of:

1. Project management methodology
2. High-level project implementation and testing plans
3. Schedule/timeline to complete the project including intended meetings to be held during the implementation
4. Strategy for training indicating if training will be in person and/or virtual with estimated number of training hours
5. Resources to be assigned to implement this project (names, total number, role, title, and experience)
 - Additional services and/or programs recommended to enhance the requested services
 - Methodology for project support for after go-live
 - List of expected Neosho responsibilities
 - Unique benefits of working with your organization

Project methodology/implementation

We recognize that changing banks can be a challenging choice; however, we frequently aid customers with their banking transitions. Our primary objective and steadfast commitment is to facilitate a smooth and seamless transition, minimizing any disruption to your daily operations. During the kickoff call with our team, you will be introduced to our onboarding consultant, Buffie Price, who will work closely with you throughout the onboarding process to ensure a successful transition. She will partner with our business invoicing senior product manager, Tim Mack, to guide you through the entire process, addressing any concerns or questions you may have along the way. With their expertise and support, you can expect a seamless integration into our business invoicing services and minimal impact on your daily operations.

While our solution is designed to support easy configuration our Onboarding Consultants are 100% engaged to ensure a smooth and successful outcome. Typical Implementation tasks performed by this team are outlined below:

- Provide an outline of standard implementations tasks.
- Provide consulting assistance to review City requirements and how to provision those requirements within the Business Invoicing solution.
- Identify requirements not currently supported by the Business Invoicing solution and assist with evaluating alternatives.
- Configure and test credit card setup information with the credit card gateways supported by the Business Invoicing solution.
- Support ACH set up and testing.
- Setup automated billing file ingestion and A/R posting file creation for utilizing file transmission as well as other files where required.
- Upload Privacy Policy, Terms of Service, Contact Us and FAQ documents for the City, if necessary.
- Configure, deploy and test IVR.
- Support configuration and testing for the City if required system functions for Secure Handoff, Single Sign On and API configuration.
- During the implementation process, the City will be tasked with supplying the logo and file specifications, as well as participating in status meetings when necessary. Additionally, the presence of the City Administrator is required for the training sessions pertaining to the



platform.

Timeline

Please note the onboarding timeline will be established upon full discovery of the City's needs and requirements to then be agreed upon by the City and BOK Financial.

Training

Our training strategy blends interactive virtual meetings with practical, hands-on experience. This "in the driver's seat" method is conducted online, enabling your program managers to engage with the system immediately upon its activation. We've discovered that facilitating direct, hands-on learning allows you to operate the system independently, ensuring both ease and assurance.

Resources

The City relationship will be managed and supported by our team of eight banking professionals. Our team has decades of banking experience within BOK Financial and substantial training in all of our systems. This team will work together to answer your questions and respond to your needs in a timely manner. As your Treasury Management Officer, Mattson Uihlein, also will schedule regular ongoing relationship reviews to understand your goals and look for ways to assist you through new financial services or by making changes to your existing systems and services. Please see the team below.

Relationship Team:



Chris Schaechtel, Senior Vice President
Market President
479-973-2678
cschaechtel@bokf.com

Chris has served as Arkansas Market President since August 2022 and has been with BOKF since 2010. He previously held positions as a credit specialist, a credit products underwriter, and a relationship manager before his current role as market president. He resides in Fayetteville.



Jason Suggitt, Vice President
Corporate Banking Relationship Manager
479-973-2613
jsuggitt@bokf.com

As the City's corporate relationship manager, Jason will coordinate the delivery of full-service financial consulting and provide general and specialized lending consultation as needed. He oversees a diverse group of corporate banking clients in NW Arkansas. With over 18 years of experience in the banking industry in both Canada and the UK, Jason provides a unique skill set for his clients. He also consults with clients to improve cash flow cycles, working capital and reduce costs. He relocated to Arkansas in 2022.



Mattson Uihlein, Senior Vice President
Treasury Sales Manager
214-987-8863
muihleim@bankoftexas.com

As your Treasury Management Officer, Mattson will assist in identifying the products and services that will help the City operate at top efficiency. Mattson has been with BOKF in the DFW market since 2010 after completing a four-month commercial credit training program in Tulsa, Oklahoma followed by a year of rotations in all commercial lines of business in Dallas as part of the ACT program. Mattson now manages the DFW Treasury sales team, as well as treasury sales efforts in Arkansas, and will be the Treasury Management Officer for the City.



Tim Mack, Vice President
Treasury Senior Product Manager
720-350-6737
tmack@bokf.com

As the product manager for Business Invoicing he will provide support to Buffie throughout the onboarding process. Tim was previously a Treasury Product Manager with Colorado Business Bank, acquired by BOK Financial in 2019. He has 25 years of experience in cash management, treasury management, and treasury product management solutions.



Tim Brown, Vice President
Manager Merchant Sales Operations
918-271-7202
tbrown@transfund.com

Tim will be the City's dedicated account manager for merchant services. He has extensive experience in merchant services and has been with BOK Financial for over 21 years.



Richard Morris, Assistant Vice President
Treasury Sales Associate
214-987-8855
Richard.morris@bokf.com

Richard will manage the services being implemented as your Treasury Sales Associate and will work closely with the onboarding consultant through the kickoff. Richard has been with BOKF 17 years.



Buffie Price, Assistant Vice President
Treasury Onboarding Consultant
214-932-3091
bprice@bankoftexas.com

Buffie will be the City's onboarding consultant. She will ensure that all banking services are installed and operating correctly and that your employees are fully trained on the system. She has been with BOKF for 5 years, all in Treasury.



Tasha Runyon, Officer
Treasury Client Services Professional
214-987-8845
trunyon@bokf.com

Upon completion of the onboarding process, Buffie will arrange an initial meeting between the City and Tasha, who will be offering daily support to the City moving forward.

Additional Services

Additional services for Business Invoicing include IVR options and call center capabilities. IVR services allow customers to make ACH, Credit and Debit card payment via a phone-based payment system. The Business Invoicing Call Center offers capabilities to field payment-related customer calls through outsourced live agents, with messaging customized to the City and brand to enhance your bill pay solution.

- Agents manage calls on behalf of the City, and our flexible service model offers dynamic staffing based on forecasted call volumes.
- Online portal provides easy access to the activity dashboard, real time reporting, and call recordings.
- Customizable hours to meet biller needs including standard, off-peak, and 24/7/365.
- Customer support end-to-end from resetting log-in information to managing payments. Optimized service delivery driven by post-call surveys and call recordings.
- Dynamic and configurable call center escalation to address payer inquiries.
- Voice-mail available during off hours or for overflow, with promptly representative response.

Why BOK Financial

What makes BOK Financial unique is a personal commitment from our bankers who seek to help clients with their needs. We have a culture of strong collaboration and the benefit of having leadership in every market. No matter how big or unique our client's challenge may be, we commit to surrounding our client with a team of professionals to solve and advise. This means we offer many differing perspectives and incorporate all possible solutions across the bank to tailor a plan for each client.

The bank's core values are:

- Actively advance the communities we serve
- Be known for unwavering integrity
- Engage, empower, and invest in employees
- Help clients make better financial decisions

Our consultative approach to relationship management ensures that new ideas will be presented to your organization and that you have a trusted resource for all of your banking needs.



Exhibit A

Description of Current Environment

A. Current billing system and bill payment portal:

The City of Neosho utilizes Affinipay and Authorize.net for online web based payments.

The City of Neosho accounting and water billing software is Springbrook 7.16. The selected solution is requested to interface or have reporting functionality which can import transactions into Springbrooks general ledger. Primarily the importing of water payments.

The City of Neosho currently uses CivicPlus programs such as Civic Engage, Civic Clerk, CivicGov and CivicPay. The selected solution will integrate with CivicPay.

B. Credit Card Processor:

Celero is the current merchant services and payments processing provider used by the City of Neosho. Celero currently accepts and processes payments from Authorize.net. The City intends to continue using Celero but would be open to review other payment processing options.

Average Transaction Amount, Total Number of Payment Transactions, Amounts Paid by each Payment Transaction, Percentage of Payments per Services

2023

Affinipay			Authorize.net		
Average	Count	Total	Average	Count	Total
\$ 80.17	21,914	\$ 1,756,884.15	\$ 202.69	266	\$ 53,915.23

Service Provided	Percentage of online payments
Water	98.28%
Licenses	0.34%
Permits	0.74%
Venue reservations	0.34%
RVPark	0.23%
Park Pavillon Rental	0.06%



Exhibit B

List of System Features and Technical Requirements

Technical Requirements:

1. Solution ensures that appropriate security measures, features, mechanism, and assurances are in place to safeguard the City of Neosho and its customers' information
 2. Solution is PCI DSS Level 1 compliant
 3. Solution fully complies with NACHA rules and regulations
 4. Solution complies with industry standard data privacy practices
 5. Security patches are applied in a timely manner
 6. Functionality issues/bugs are fixed in a manner that do not affect the ability to accept payments
 7. Requires email collection for both registered and unregistered system users
- [BOK Financial complies with these requirements, further details are in Exhibit C.](#)

User Interface/Customer Experience:

1. Solution is ADA compliant
 2. Multi-lingual support capable (nice to have)
 3. Ability to pay different types of invoices including but not limited to water bills, venue rentals, licenses and permits
- [BOK Financial complies with these requirements, we offer both English and Spanish, further details are in Exhibit C.](#)

Payment Features

1. Payment confirmation should be securely provided to the customer via the customer's preferred communication channel
 2. Proven strategies to mitigate possibility of duplicate payments are in place
 3. Payment types include: credit and debit cards, electronic check (ACH)
 4. Ability for the City to customize payment rules (method, amount, etc.) based on a group of customers or individual customer/account, including blocking certain payment methods for specific customers and accounts.
- [BOK Financial complies with these requirements, further details are in Exhibit C.](#)

CSR Interface and Functionality

1. Permission-based Admin, CSR, cashiers, and other levels of internal staff account groups/roles
 2. Ease of finding payment transactions based on various search criteria
 3. Ease of settling payment batches and reconciling with CivicPay and Springbrook
 4. Must be able to download payment data in a flat file format
 5. Comprehensive reporting on customer engagement
 6. Access to raw data, such as customer contact data or possible alternatives
- [BOK Financial offers end of day files to assist in reconciliation. Our solution offers strategies to help with customer engagement. We do not provide direct access to raw data. Further details are in Exhibit C.](#)



Exhibit C Explain/Describe Details of System Features

Exhibit C provides an opportunity for the proposer to describe and explain their system. Please provide answers to the following questions as a part of your proposal.

A. Technical Requirements:

1. Describe available hosting model (s) (i.e., on premise, Cloud, SaaS, etc.)

We use COLO data centers provided by SunGard and Cyxtera. They provide the physical infrastructure, where Transactis owned and managed infrastructure resides that is used for the Business Invoicing SaaS.

2. Describe PCI compliance level; compliance with the NACHA rules and regulations; provide relevant security certifications

We are PCI-DSS Level 1 compliant and certified. As a client you will have access to our PCI AOC and SOC 2 Type 2 Audit reports. Business Invoicing is Nacha compliant and preferred. We also use Phixius by Nacha for AVS validation.

3. Provide information pertaining to cyber security and data privacy practices

Data transmission is secured through HTTPS/TLS 1.2 or higher protocols, ensuring encryption in transit. For data at rest, particularly Personally Identifiable Information (PII), field-level encryption is applied using the AES-256 standard upon entry into the Business Invoicing system.

Once PII is incorporated into Business Invoicing, it is masked in accordance with industry norms across all displays and reporting interfaces.

We also employ a role-based access control system, restricting entry to a select group of personnel. Monitoring systems are in place to oversee and send alerts for any access attempts. Elevated privileges are strictly reserved for individuals who have a verified need and are granted on the principle of least privilege. The establishment of any new access rights necessitates approval from two members of senior management.

4. Describe the service level agreement (SLA) model that you adhere to

Depending upon the simplicity or complexity of a setup the SLA will vary accordingly. During the requirements gathering phase we will be able to provide an SLA/timeline that is agreeable and attainable to all parties involved.

5. Describe your system's performance – what performance metrics do you track and how do they change with the customer-base size

System uptime is 99.4%. We track a variety of factors including uptime, processing capacity and utilization, file transfers, and more. As average utilization grows as part of normal volume and load growth, additional resources are added/allocated.

6. Describe disaster recovery methodology

While the specifics of our Business Continuity protocols remain confidential, it's important to note that we implement comprehensive data backup strategies. This includes:

- Weekly full-system backups



- Daily incremental backups
- Transaction backups every 15 minutes

These backups are systematically executed through an automated process. Subsequently, the data is securely transferred to our Disaster Recovery (DR) / backup data center according to a set schedule. To ensure security, all backups are encrypted and stored at a protected offsite facility.

Our Business Continuity plan undergoes an annual review to ensure its effectiveness. Additionally, we have established a warm backup site located at Cyxtera in Illinois, which is prepared to operate in the unfortunate event of a disaster. Should such an event occur, system restoration will commence at the DR data center.

7. Describe how your system will handle downtime caused by CivicPay maintenance and upgrade windows
Our solution does not have a relationship with CivicPay.

8. Describe how you communicate and handle system maintenance, upgrades and bug fixes
There is a pre-established "Maintenance Window" each week on Thursday's from 11:00PM ET until Friday at 5:00AM. It is only used when necessary and customers are notified if any downtime is expected.

B. User Interface/Customer Experience:

1. Describe user interface layout on multiple devices and operating systems
BOK Financial's Business Invoicing offering is a separate online processing portal that provides flexible payment solutions and transaction reporting including deposit and balance reporting. It is easily incorporated into the City's website and customized with your logo. It also offers electronic invoicing which is a simple module that gives merchants the ability to upload balance or invoice files. The portal provides City of Neosho an interface to view payment reports, research specific customers to view payment history, option to send a reminder for enrollment, assist payer with enrollment, stop a payer from making payments, resend a payment confirmation or send to a secondary email address.

The WEB portal is mobile responsive and ADA compliant so payments can be made from anywhere at any time on any connected device. The robust and comprehensive reporting portal shows a breakdown of all payments made via each payment channel yet allows for consolidated access to view in a single instance.

Below is a sample of what your customer interface would look like.
Please note the City's logo and name will be in the upper lefthand corner:



2. Describe how your software follows ADA compliance standards

We follow ADA compliance guidance. This is a continual effort to ensure we maintain compliance as rules evolve.

3. Indicate if your system supports multiple languages and specify which ones

English and Spanish language options

4. Provide information about account validation logic

Account validation is supported:

Nacha (National Automated Clearing House Association) has modified their Operating Rules governing risk management starting March 19, 2021, with enforcement a year later, on March 19, 2022.

Beginning March 19, 2021, the Nacha Operating Rules require those initiating consumer ACH debits via the internet or mobile devices accessing the internet (WEB Standard Entry Class Code) to verify the consumers' bank account information for the first payment. The verification will only be done once and only if there has not been a previous payment made from the same bank account.

This will help prevent fraudulent payments as well as incorrect/ unauthorized payments, making this enhanced security measure part of the fraudulent transaction detection system. The use of a commercially reasonable fraudulent transaction detection system, to validate the accounts, is expected to enhance the quality and improve risk management of the ACH Network.

Business Invoicing utilizes Nacha's Phixius Platform to provide a 'commercially available validation service' within Business Invoicing. The Business Invoicing platform is compliant with all Nacha rules – including the Account Validation rule effective March 19, 2021.



Account Validation Rules:

The Account Validation process is run at the Biller level. It is a one-time action, performed on first use of a newly added Bank Account for making a WEB payment.

There is no validation required if the Bank Account has been used previously to make a payment through any payment channels including IVR or TEL, for that Biller.

Once an account has gone through validation, the same account will not require to be validated again, for the same Biller.

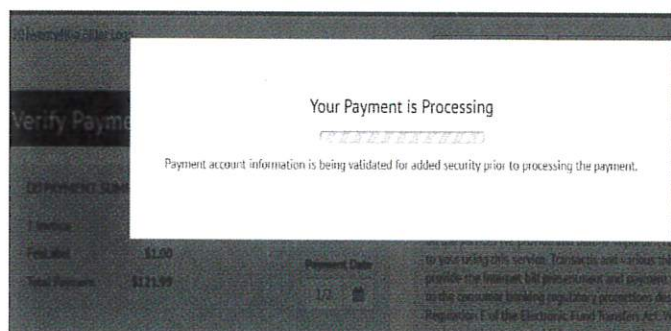
However, if any changes are made to the account information (change to transit number or account number), the account has to go through the validation process.

Account validation of Bank Accounts are performed on the following occasions:

Adding a new Bank Account as a payment account/ modifying a Bank Account previously added as a payment account	Validation is not performed when the account is added/ modified, but on the first use attempt to make a WEB payment, if the account has not been used previously.
Future Dated Payments	Validation is performed when the payment is set up.
Setting up Automated Payments	Validation is performed when the auto pay is set up.

Validation Process:

While the validation process is in progress, the Payer is presented the following message:



The validation process checks whether the account is in a Closed status, and if so will not allow the transaction to continue. The process does not check the credit rating of the account, whether the account is in good standing or if there is sufficient funds to cover the transaction. If the account is not in a Closed status, the transaction will continue, even when the account information is not found.

After the account is validated, the payment process continues to completion. When the account is successfully validated, the payment confirmation screen is displayed.

Verify Payment

EXTRA PAYMENT SUMMARY

Invoice

Fee Label

Total Payment

Confirmation

Thank You! Your payment has been made.

[Print Confirmation Page](#)

Payment Date

1/28/2021

Payment Method

ACH1 CONSUMERS
FEDERAL CREDIT UNION
*****8798

Payment Amount

\$120.99

Fee Label

\$1.00

Total Payment

\$121.99

Elisa Allen

7182 Chrysanthemum Lane
Middletown, NJ 10036

If the validation fails, an error message is displayed.

Customer Search

Customer Overview

Admin Portal

English (US)

Pay My Bills

Due Date

Advanced Search

Recent Bills for Richard Parker

Add

Copy

Expiration

Change Status

Send Reminders

View As Customer

UNPAID AND PARTIALLY PAID

HISTORY

[Hide Account Groupings](#)
[Export](#)
[Print Invoices](#)

Total Balance: \$5,460.44

Statement Date	Invoice Age	Due Date	Bill# Invoice No	Amount Due	Remaining Amount	Payment Amount	View Invc
Account Number 12121							
12/22/20...	37	1/25/2021		1,000.00	700.00	700.00	
10/15/20...	105	11/15/20...	1	2,460.44	1,577.44	1,577.44	

EXTRA PAYMENT SUMMARY

1 Invoice

\$700.00

Fee Label

\$0.00

Total Payment

\$700.00

Remove All

Recalculate

Payment Method

ACH BANK OF CA *****1714

This Bank Account cannot be used for payment, please enter a new bank account number or select another payment method.

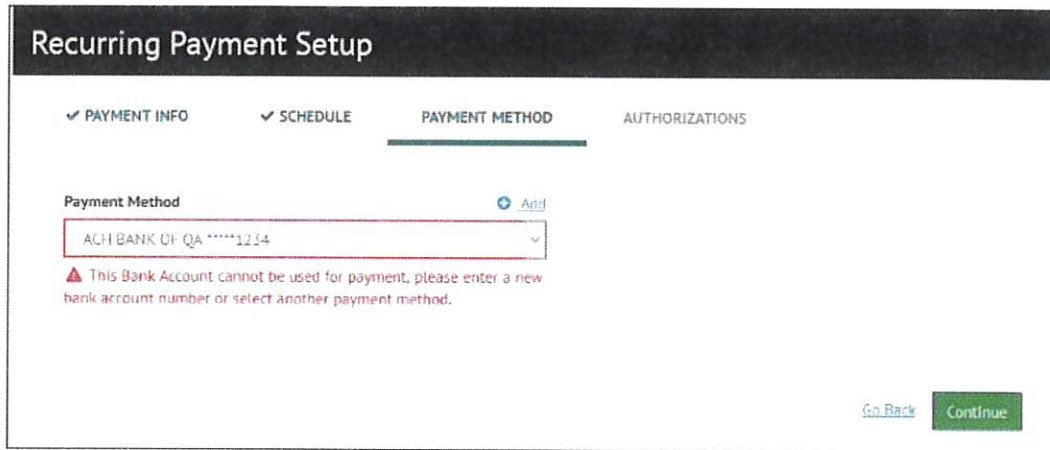
Pay Date

1/28/2021

Payments confirmed before Friday, Jan 29, 2021 12:00 AM EST

Error message

While setting up a Recurring Payment, the payment account is verified for its validation status. If an account that failed validation previously is selected, an error message is displayed.



The process cannot be continued with that payment account.

C. System Integrations

1. Describe how integration with Civic Plus and/or Springbrook are implemented.

Business Invoicing does not have a direct integration with Civic Plus or Springbrook. Files can be manually exported and/or provided via SFTP for automated upload.

2. Describe how customer contact data is collected

The City will provide a bill file that will be used for its customers to validate and pay bills. During the enrollment process, users will be required to provide an email address and potentially address information and a phone number (these fields may be provided by the city, required or optional during enrollment, based on the configuration).

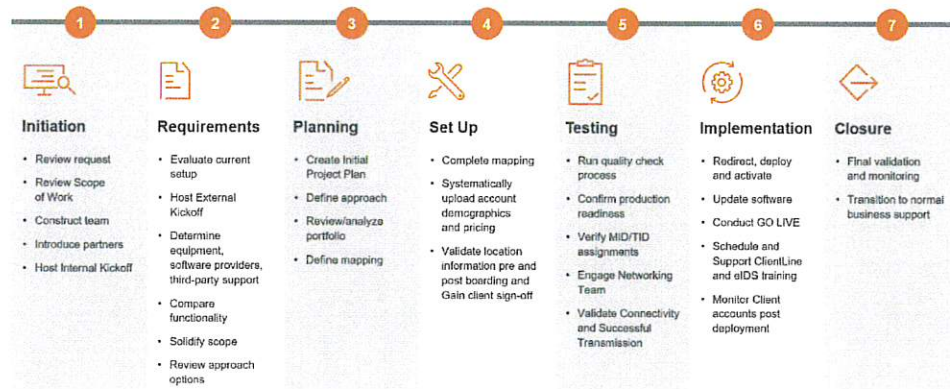
3. Describe the approach used to integrate with a payment processor. Specify which merchant services providers your solution is currently integrated with or had been integrated with in the past. Indicate if your solution has been integrated with Celero. Specify third-party solutions required for integrating with payment processing services. Provide all costs associated with this implementation.

TransFund is operated under BOK Financial and has been one of the leading ATM/EFT networks and debit card processors in the nation for over 45 years. TransFund® partners with Fiserv® to offer our full merchant processing solutions. Fiserv® is a payment processor offering end-to-end solutions to merchants. Transfund® has a well-established proven conversion methodology to create a seamless onboarding experience for City of Neosho, minimizing impact to your operations. We utilize a trusted project management philosophy to ensure all necessary resources are in place to facilitate the implementation and conversion process.

Our methodology focuses on meeting the following objectives:

- Provide a single point of contact for all stakeholders during the implementation lifecycle.
- Manage the implementation project from the initial scope to the final rollout.
- Ensure new clients are properly implemented, fully trained and processing with all elected entitlements.

- We assign an experienced and skilled implementation team to walk through each step in the process and to ensure a smooth and expeditious transition. This includes an implementation coordinator, who will work closely with Fiserv® relationship management team to ensure that all requirements are properly addressed, and the communication flow is steady throughout the project.



This approach allows for a customized, seamless implementation and allows us to meet your stated objectives and share best practices throughout the process.

The City of Neosho will also be assigned a relationship manager within TransFund® who you will be able to contact for any merchant related issues or escalations as needed.

The City of Neosho will have access to TransFund®'s internal helpdesk M-F 8am-5pm CST as well as 24/7 access to Fiserv® support desk.

We do not have direct integration with Celero but files can be manually exported and/or provided via SFTP for automated upload.

- Specify if and what current and historical data can be downloaded into a flat file format
Data is structured to be viewable within the Business Invoicing application as well as exportable into standard Excel, CSV or PDF.
- Describe cost and implementation/configuration required to accept payments for multiple service types
Our Business Invoicing system can be configured to allow a payer to choose multiple invoices in a single transaction. Payer cannot use multiple payment methods for a multi-invoice payment, they would need to complete multiple transactions.
- Describe how additional integrations/configurations will be implemented based on the business needs
Business Invoicing is system agnostic and can connect with any ERP via a file of data, Secure Hand Off, or APIs and send payments back via Real-Time Post Back and a file.

Additionally, our 2024/2025 product roadmap includes quick-connect direct integration capabilities for Tyler Technologies, Oracle Cloud and other ERPs.

D. Payment Features

- Describe available payment types and payment channels and how they are implemented, including stored and schedule payments options.
Payment types included both credit/debit cards and ACH (e-check) payments.



Customers are able to make one-time payments without registering an on-line account. If they want to save payment information or have recurring payments they will be required to enroll.

Payers with a profile (enrolled payers) are able to store one or more payments accounts that can be used on the web, via CSR, via the IVR, or via API or in conjunction with APIs.

Recurring Payments (RP) allow both Consumer and CSR setup of a repeating payment. This feature is very configurable and includes a wide range of options including frequency, amount due or fixed amount, maximum amounts, and duration.

The following rules apply to all RP types:

- All rules apply, regardless of who created the RP (i.e., CSR or consumer setup).
- All RPs are checked against a Payment Stop prior to payment. The RP is deleted if the account is included on the stop file or has an active stop manually added in the system.
- RP amount is verified against the minimum, maximum, and payment amount restrictions setup in the City Profile.
- There must be a valid bill available for a RP to fire against
- Reminder notifications are only sent for certain RP types when selected during the RP setup.
- RP start date is automatically the day after the RP setup date with the exception of Weekly and Bi-Weekly.
- Weekly and Bi-Weekly RPs will start on the specific Start Date selected at the time of setup.
- 'RP Stops' setting is analyzed against:
 - Stop when customer deletes recurring payment
 - Stop after specific number of payments made
 - Stop on specific date
 - Stop when amount due is less than or equal to zero
- Multiple Invoice RPs against unpaid invoices available when enabled in the City Profile.
- Lookback options to decide if 'lookback' period is to consider invoices earlier than the RP start date available in the City Profile.

*All Automatic Payment functionality must be tested carefully and thoroughly within Demo before used in Production.

Payer, if allowed to establish recurring payments, will receive alerts day(s) before the recur will happen and also will receive notice their payment is being processed at end-of-day of the payment date.

2. Describe the ways payment confirmation is delivered to the customers

- Payer will receive confirmation via email after they submit their one-time payment.
- Payer will receive notice their payment is being processed at end-of-day of the payment date.
- Payer, if allowed to future date payments, will receive notice their payment is being processed at end-of-day of the payment date. Payer, if allowed to establish recurring payments, will receive alerts day(s) before the recur will happen and also will receive notice their payment is being processed at end-of-day of the payment date.

3. Describe options to ensure PCI compliance when CSR is accepting a customer payment over the phone

The Business Invoicing' Call Center offers capabilities to field payment-related customer calls through outsourced live agents, with messaging customized to your business and brand to enhance your bill pay solution. Call Center Agents may answer questions in English and Spanish with customizable hours to



meet the business needs including standard, off-peak, and 24/7/365. Voicemail is available during off hours or for overflow, with prompt representative response. Agents can answer questions, perform all call center support options, including but not limited to enrolling payers, resetting their password/security questions, confirming pending invoices and taking payments over the phone or by transferring a caller into IVR should an automated system be requested. This solution is PCI compliant.

4. Describe safeguards in place to handle undelivered communications and failed payments

- IVR one time: There are customizable options to (1) provide the customer service information and end the call or (2) allow a transfer to a CSR or (3) allow another payment method to be used.
- CSR/Web one time: If a payment fails, there is a pop-up message on screen for either the CSR or payer indicating the payment was not successful. The payment can be retried, if desired (by utilizing another payment method, for instance).
- Recurring payments are setup based on accepted card or bank account information that have passed the ACH validation or all the card information was accepted (Name, address, CVV, etc). Recurring payments are processed in the early morning hours, payers are informed via email that their recurring payment was declined and provided the opportunity to resubmit the payment. Recurring failure is an anomalous event.

5. Provide information about the ability to control and customize payment rules (method, amount, etc.) for a group of customers meeting common criteria, and for individual customer/accounts

Business Invoicing supports Payment Instrument controls which allow the City to note which payment methods are accepted for a specific invoice as part of the billing record that is uploaded into the system such as card or ach only.

6. Describe strategies used to mitigate duplicate payments\

There are duplicate prevention options (to warn or to block) that can be selected by the City. If the option to warn is enabled, a 'duplicate payment' warning will pop up, but allow the user to continue. A block will prevent a duplicate payment. The payment method being used will not be considered. The duplicate payment period is within 24-hours.

7. Indicate if all desired payment methods (credit and debit cards, electronic check (ACH)) can be implemented with any payment processing services. Include Celero and other payment processing options

Business Invoicing accepts Mastercard, Visa, American Express and Discover credit and debit cards along with BIN validation, if desired, as well as ACH payment methods.

E. CSR Interface and Functionality

1. Describe functionality available for CSRs, cashiers, accounting, and other internal staff that can aid in settling batches, reviewing user profiles, and other features related to portal administration and handling payments and payment batches

The Business Invoicing portal provides CSRs an interface to view payment reports, research specific customers to view payment history, option to send a reminder for Enrollment, assist payer with enrollment, Stop a payer from making payments, resend a payment confirmation or send to a secondary email address, CSRs can be entitled to submit TEL payments on behalf of payers, payment cancellation if available until the daily cutoff time of 5:00 PM CT and option to issue card refunds in full or partial amounts.

F. System Administration

1. Describe how system administration is organized and the involvement level that will be required from the internal City staff



Business Invoicing provides an admin interface with role-based access via a set of pre-defined user roles. Access to the application can be via SSO where City of Neosho manages user access or users can be setup with a username and password and access directly via browser/URL. Certain user roles have the ability to administrate users. Those roles can add a user (below their role), search for users (their role and below), disable users (their role and below), or unlock users.

2. Describe user roles and permission levels for the internal staff

Business Invoicing provides an admin interface with role-based access via a set of pre-defined user roles. Access to the application can be via SSO where City of Neosho manages user access or users can be setup with a username and password and access directly via browser/URL. Certain user roles have the ability to administrate users. Those roles can add a user (below their role), search for users (their role and below), disable users (their role and below), or unlock users.

Customer Service Representatives can access the Customer service portal where they can manage customers (customer enrollment, password reset, security question resets, stop payers from making payments or un-stop the payer, and unenrolling customers) viewing invoices / bills, viewing payments (pending, processing, paid, refunded, returned, and declined), add, delete, or modify payment accounts, link or unlink accounts, share or un-share accounts, automatic payment administration (setting up, canceling or modifying recurring payments, payment plans, or auto debits) taking payments on behalf of customers, and management of payments (void or refunding of payments).

Users can also access a set of real-time pre-defined reports. Most reports include the ability to choose criteria for the report to be generated with. Each report can also be exported via csv, pdf, and excel. Reports include (based upon role access):

File Management

- Automatic Payments Cancellation File Processed Report
- Billing File Processed Report
- Bill Status Update Report
- Remittance File Download
- FDI Files Processed Report
- Stop Files Processed Report
- Invoices Imported Report

User Reports

- Biller Activity Report
- Biller Enrollment
- Account Updater - Detail Report- Account Updater - Summary Report
- Profile Change Report
- Enrolled Customers Report
- Customer Status
- Customer Un-enrollment Report
- Mobile Wallet Activity Report

Financial Reports

- Add-On Payments Activity Report
- Additional Fields Report
- Credit Card Authorization Report
- CSR Payment Report
- Card Chargeback Research Report



- Deposit Report – Fee Detail
- Deposit Report – Fee Summary
- Deposit Report – Mult Invoice
- Deposit Report – Payment Detail
- Deposit Report – Payment Summary
- Future Payments Report
- Payment Batch - Detail Report
- Payment Batch - Summary Report- Payment Plans Report
- Payment Status Report
- Automatic Payments Report
- Settled Batches
- Credit Card Declines, Failures & Voids

Additionally the users with the correct permission can access file management (including uploading billing data, stop file data and downloading posting information).

G. Cashiering/Accounting Interface and Functionality

1. Describe the process required to search for a specific payment and available search criteria

Payments made through any channel (WEB, IVR or CSR/TEL) are included in the [Payment Status Report](#).

When you click Payment Status in the list of reports on the left panel, you are taken to the Payment Status pop-up screen to select the criteria for generating the report.

Payment Status

Biller
200One4Ria

Name(s) Contains
Name(s) Contains

Account Number
Account Number

Enter Confirmation #
Enter Confirmation #

Biller Invoice Number
Biller Invoice Number

Payment Amount Range
\$ Min to \$ Max

Invoice Amount Range
\$ Min to \$ Max

Payment Creation Range
12/23/2020 to 1/3/2021

[Cancel](#) [Search](#)

The following are the criteria you can use for the report:

- Biller
- Name(s) Contains



- Account Number
- Enter Confirmation #
- Biller Invoice Number
- Payment Amount Range
- \$ to \$
- Invoice Amount Range
- \$ to \$
- Payment Creation Range

After selecting the criteria, click the button Search. The report is generated as per your selected terms and displayed.

Method	Channel	Biller Name	Name	Biller Invoice Number	Report FDI Description	Account Number
ACH CCD	CSF0ncTime	200nc4Ria	Richard Parker	1	200nc4Ria	12121
ACH CCD	CSF0ncTime	200nc4Ria	Richard Parker	1	200nc4Ria	12121
ACH CCD	CSF0ncTime	200nc4Ria	Richard Parker	1	200nc4Ria	12121
ACH CCD	CSF0ncTime	200nc4Ria	Richard Parker	1	200nc4Ria	12121

01/10/2021 08:04 AM ← Time stamp for report generation

The following are the fields included in the report:

- Method
- Channel
- Biller Name
- Name
- Biller Invoice Number
- Report FDI Description
- Account Number
- Confirmation #
- Payment Created
- Payment Date
- Card/Account Type
- Future Payment Date
- Total Payment Amount
- Payment Status

2. Describe how different payments types made through various payment channels are presented to the internal staff and how they are settled. Indicate if there is a variation in payment settlement because of variability of payment channels and types. Indicate if there is any difference in this functionality related to different payment processing merchants.

All payments will settle to the designated BOK bank account as a lump sum total for Card and a separate total for ACH. Business Invoicing reporting will include the individual payments and will carry the payment method indicator to identify card or ACH.



3. Explain if there is an option of consolidating desired payment types in a single interface. Is there a potential to simplify payment processing and reconciliation and reduce City staff manual involvement?

Any payments made via WEB, CSR, or IVR within Business Invoicing are reflected within the portal and reporting. All payments are contained within the end of day AR or deposit reconciliation files to assist with posting by the City.

4. Describe reconciliation processes, specifically as it pertains to reconciling with CivicPay and/or Springbrook

Business Invoicing provides end of day files as well as robust reporting to assist the city in reconciliation.

H. Reporting

1. Describe what canned reports are available and if customization of the canned reports and dashboards is possible. Indicate if reports can be scheduled to be emailed to internal staff, and in what format(s). Indicate if history of communications with the customers is available for reporting

BOK Financial offers a wide array of reporting options. The reporting module is part of the Business Invoicing portal. Files can export in CSV, Excel, or PDF formats. Account receivable (A/R) files are available either by SFTP to City of Neosho or can be accessed by an Admin User through the user interface. The A/R file contains payments and credit memos, which have been processed prior to the daily cut off time. Credit card chargebacks, credits, or voids are not included in this file.

The following list of reports will be available based upon the Business Invoicing configuration that is established for the City; meaning the City may not have access to all of these reports.

Reporting - User Reports

- Biller Activity
- Biller Enrollment
- Account Updater - Detail Report
- Account Updater - Summary Report
- Profile Change Report
- Enrolled Customers Report
- Customer Status
- Customer Un-Enrollment Report

Reporting - Financial Reports

- Card Authorization Report
- CSR Payment Report
- Deposit Report - Fee Detail
- Deposit Report - Fee Summary
- Deposit Report - Multi Invoice
- Deposit Report - Payment Detail
- Deposit Report - Payment Summary
- Future Payments
- Payment Batch - Detail Report
- Payment Batch - Summary Report
- Payment Status
- Automatic Payments
- Settled Batches
- Payment Declines, Failures & Voids



File Management

- Billing Files Processed Report
- Bill Status Update Report
- Download Biller AR Files
- Remittance File Download
- Stop Files Processed Report
- Invoices Imported Report

2. Indicate if direct access to raw data in your solutions is possible. If not, describe how custom data queries can be achieved

No; this is not available. Data queries can be conducted in the Business Invoicing application or queries can be conducted after receiving, via SFTP, a custom AR file.

I. Miscellaneous*

1. Describe other system functionality you can offer that is not listed in this RFP

Additional functionality for Business Invoicing includes IVR and call center capabilities. IVR services allow customers to make ACH, Credit and Debit card payment via a phone-based payment system. The Business Invoicing Call Center offers capabilities to field payment-related customer calls through outsourced live agents, with messaging customized to the City and brand to enhance your bill pay solution.

- Agents manage calls on behalf of the City, and our flexible service model offers dynamic staffing based on forecasted call volumes.
- Online portal provides easy access to the activity dashboard, real time reporting, and call recordings.
- Customizable hours to meet biller needs including standard, off-peak, and 24/7/365.
- Customer support end-to-end from resetting log-in information to managing payments. Optimized service delivery driven by post-call surveys and call recordings.
- Dynamic and configurable call center escalation to address payer inquiries.
- Voice-mail available during off hours or for overflow, with promptly representative response.

2. Describe suggested marketing strategy to increase customer adoption of online payments. If possible, provide information about the rate of success of these strategies as used by your other customers

We leverage our Go to Market team to develop strategies for City of Neosho. We provide marketing materials for City of Neosho deliverable to residents to drive adoption.

* For items described here, include cost to add if applicable.

Additional Costs:

IVR (Interactive Voice Response):

IVR Implementation (English Language - one time) \$1,350.00

IVR – 2nd Language (one time) \$575.00

IVR Monthly fee \$300.00

IVR Minutes \$0.25

Detail Proforma Analysis

BOK Financial

City of Neosho
203 E Main St
Neosho, Missouri 64850

Analysis Date: 07/2024
Bank Officer: Uihlein, Mattson
Telephone Number: 214-987-8863
Email: MUihlein@bankoftexas.com

ACCOUNT SUMMARY

Average Collected Balance				\$0.00
		(less Reserves)	0.00%	\$0.00
Investable Balance				\$0.00
Earnings Credit			0	\$0.00

TREASURY PRODUCTS

Service Description	VOL	UNIT PRICE	TOTAL CHARGE
---------------------	-----	------------	--------------

ACH:			
EXCH ACHR Rpt Accts	1	\$3.000000	\$3.00
			\$3.00

Information Reporting:			
Business I	1	\$11.950000	\$11.95
			\$11.95

Business Invoicing:			
Busines Inv - Custom File Trans	1	\$120.000000	\$120.00
Business Inv invoices	2,000	\$0.050000	\$100.00
Business Inv Mo AR Remit	1	\$125.000000	\$125.00
Business Inv Pro Mo Fee	1	\$450.000000	\$450.00
Business Invoicing ACH	185	\$0.440000	\$81.40
Business Invoicing CC Pay	1663	\$0.220000	\$365.86
			\$1,242.26

ONE-TIME FEES GROUP:			
Business Inv Pro Setup Fee	1	\$2,250.000000	\$2,250.00
EXCH Bus I Setup	1	\$19.950000	\$19.95
			\$2,269.95

FEE SUMMARY

Proposed Service Fees	\$1,257.21
Projected Earnings Credit	\$0.00
Proposed Analysis Charge	\$1,257.21

NOTES AND LEGENDS

Thank you for doing business with BOK Financial. The pricing in this proposal is based on the transaction or activity volumes provided and outlined above. If your actual volumes are materially different than what is reflected in this proposal, we reserve the right to make pricing adjustments.

Discussion may be needed to clarify product descriptions. Pricing is based on current stated volumes and subject to change with addition or deletion of services. Deposit Coverage is calculated per 100 of average ledger balance at the prevailing rate, subject to periodic changes. Collected Overdraft Interest assessed at WSJ Prime 3.00 on the average daily negative collected balance per relationship. Ledger Overdraft fees include a bank administered interest on the overdraft amount per account plus a per-item fee, either of which could change without notice. Credit Multiplier is defined as the total dollars needed to offset 1 in service charges. Rates and annual percentage yields are subject to change without notice and at the discretion of the bank unless otherwise noted. Account fees may reduce earnings. Please see the applicable Product Brochure and/or the Agreements and Disclosures for more information. BOKF, NA, Member FDIC.

Merchant Services – TransFund

Efficient and Cost-Effective solutions for Accepting Card Payments

You don't have to live with high processing fees and confusing statements just because you take credit cards as a form of payment. Merchant Services at BOK Financial offers an efficient and cost-effective suite of payment processing solutions for accepting credit card payments to thousands of businesses throughout the United States.

We do not outsource your business to another vendor – it's all handled by TransFund, a wholly owned subsidiary of BOKF and one of the nation's foremost payment processing providers.

Cards can be processed in many fashions including the following options:

Smart Phone/Mobile	Businesses with this technology like this option for its convenience. Optional accessories include a card reader and printer.
Point-Of-Sales Terminals	Great for retail environment where the card is present. Latest technology includes options for contact, contactless and near-field communication.
Virtual Terminals	Good Option when the card is not present. Supports recurring billing and unlimited users. Merchants access a secure internet gateway to process transactions.
Website Processing	E-Commerce: Merchants can integrate bank card processing into their website.
Software solutions	Industry partnerships allow connectivity to a wide array of custom software solutions.
Clover Solutions	Flexible, future-proof hardware and software options that grow with your business.

BENEFITS:

- Provides convenience and easy reconciliation
- Reduces receivables
- Allows faster availability of funds
- 24/7/365 support
- Most up-to-date payment acceptance technology

Merchant Services – TransFund

Proposal

One of the most effective ways for a business to grow is by having the ability to accept credit card payments. Today more than ever businesses like City of Neosho have a need for efficient, reliable, and cost effective payment processing solutions. As the merchant processing division for BOK Financial, TransFund handles the day-to-day complexities of payment processing by providing businesses the freedom to focus on what is important: **Making Their Business Grow.**

Benefits

- **Increase Cash Flow:** Receive settlement funds within 24 to 48 hours.
- **Facilitate Account Reconciliation:** Gain free access to daily, weekly, and monthly merchant account activity by using TransFund's Online Reporting Site.
- **Personalized Support:** Get answers and support by communicating with a dedicated account representative.
- **Rely on an Experienced Business Partner:** For over 45 years TransFund has proved to be an experienced provider of high quality, cost effective merchant payment processing solutions.

Customized Pricing

Interchange Plus Pricing Structure

- \$0.12 Per Authorization
- \$5.00 Monthly Support Fee
- \$9.95 Compliance/Regulatory Fee

City of Neosho Online Payment Processing Services

Request For Proposal

**August 13, 2024
10:00 P.M. CDT**



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V. Exhibit C – Details of System Features

VI. Additional Materials





August 6th, 2024

Leslie Forest, Director of Finance
City of Neosho/Finance Department
203 E Main St.
Neosho, MO 64850
lforest@neosho.gov
417-451-8050 ext. 106

Dear Ms. Forest:

Thank you for the opportunity to respond to the City of Neosho's request for proposal for Online Payment Processing Services. Wonderware, Inc., d/b/a CORE Business Technologies is pleased to present our proposal to the City's evaluation committee. Our team has conducted a thorough examination of the City's RFP and possesses a comprehensive understanding of its goals, scope, and requirements. We recognize that the City of Neosho's objective is to establish a contract for online payment processing services, with the intent of replacing multiple online payment systems with a single modernized solution capable of streamlining business processes, reducing manual work, and improving data and payment process security. In support of the stated objectives above, we also understand the City's goal of enhancing system integration through seamless connectivity with Springbrook, CivicPay, and Celero.

After reviewing the City's published initiatives and departmental objectives, we have identified a strong alignment between the City's mission and the values upheld by the CORE team. We understand that the City of Neosho exists to serve its citizens, and the quality of life in Neosho depends on the services provided. At CORE, we are committed to building partnerships that bridge the gap between the cities we serve and their residents. Our approach goes beyond delivering technology; we prioritize focus and support for everyone involved in the process. Our primary focus is on the residents and stakeholders, ensuring that the City of Neosho receives not only software but also the necessary resources, support, and collaboration required to effectively and efficiently plan, budget, monitor, control, review, and reconcile the City's financial activities. We are aligned with your mission of enhancing and maintaining the fiscal responsibility entrusted to you by the residents of Neosho.

Regarding the City of Neosho's expectations around implementation project management, as well as service and support, CORE is proud to hold the highest Net Promotor Score (Customer Satisfaction) across all public sector payment services providers, standing 70 points above the industry average score. CORE's ability to provide industry-best customer service is just one reason that many of the largest Cities and Counties across the Country trust us as their payment processing provider, and why our average client tenure is 14 years. For the City of Neosho, this means efficient issue resolution, immediate visibility into the status of issues, best-in-class-technology, and a user-friendly experience for employees and citizens. All of these will prove to the



constituents of the City of Neosho that the decisions made with their public funds will be reliable, compliant, and will provide the highest levels of functionality available.

Additionally, CORE recognizes the importance of fiscal responsibility, specifically in the face of limited resources and budget constraints. Through partnerships with our government clients across the nation, CORE understands the need for fiscal transparency. We are committed to ensuring that the City of Neosho's constituents see their public funds being used to improve their day-to-day experiences. Through our proposed solution, we will provide the City with a robust, transparent, and efficient system that maximizes value and enhances public trust. We look forward to collaborating with the City of Neosho and partnering to achieve these goals and deliver outstanding results for your community.

CORE's deep understanding and alignment with the City's RFP requirements and strategic initiatives are rooted in our 38 years of experience and expertise in supporting the government sector. We currently process payments for approximately 90 million citizens, representing roughly 26% of the U.S. populace, through our extensive network of over 1,600 government clients. In our response, we introduce you to the highly skilled team dedicated to this project and provide a comprehensive overview of our proposed solution and approach. CORE is committed to delivering a system that seamlessly integrates our suite of products, ensuring reliability and efficiency while exceeding all expectations in project delivery and ongoing support. We are excited about the opportunity to partner with the City of Neosho, continue our support of the great state of Missouri, and provide a best-in-class solution that meets the needs of today, tomorrow, and beyond.

Sincerely,

Mike D'Andrea

Mike D'Andrea

Account Executive | CORE

md'andrea@corebt.com

II. Minimum Requirements

1. Must facilitate the acceptance of VISA, MasterCard, Discover, American Express, electronic check (ACH) and debit cards through online/e-payment transactions.

Yes, CORE accepts all above tender types, including all major card brands, ACH/eCheck, digital wallets, PayPal, Venmo, ApplePay, check, and cash.

2. To fully and seamlessly integrate with its existing systems and processes, specifically CivicPlus and Celero. Be an on-line cash and securities member of the Federal Reserve.

Yes, CORE can integrate with all existing systems and processes described in the bid documents, including CivicPlus and Celero, and meets the above stated Federal Reserve requirement.

Regarding merchant services, CORE's payment platform comes equipped with CORE merchant services; however, it can also be integrated into numerous payment gateways and back-end payment processors. This provides the City with front-end compatibility and back-end flexibility, regardless of which Merchant Services program departments are utilizing.



3. To integrate or provide .csv reporting functions within our accounting software Springbrook.

Yes, CORE will integrate with Springbrook as described above.

4. Must provide appropriate credit and debit card acceptance software and hardware, as applicable.

Yes, the CORE Platform includes all required credit and debit acceptance software and hardware.

5. Be capable of making deposits to a depository designated by the City. The prospective vendor must be able to make deposits next day of the transaction date.

Yes, CORE can deposit to a City bank account on the standard funding timeline of the next day. The City can designate any depository account(s) they require



6. Provide detailed monthly statements of credit card transactions reflecting the activity location, transaction date, type of card used for the purchase, and the amount of the purchase.

Yes, CORE provides detailed monthly statements of credit card transactions, which includes location, transaction date, card type, and transaction amount. Additionally, this information is available in real time through the CORE reporting module.

7. Transmitting transaction batches that include a word description register/merchant locator with the amount (as opposed to a cryptic, alphanumeric merchant locator). For example, City of Neosho Water Department would be an acceptable merchant locator. This locator for each transaction batch will appear on the City's bank statements.

The merchant services provider is responsible for configuring the batch descriptor. If CORE is providing merchant services, we will configure this during merchant account onboarding so that the information is clear for the users. If the City decides to remain with Celero, Celero would be entirely responsible for configuring these descriptors.

8. Utilize a pass through for convenience fees or service fees to customers.

Yes, CORE supports both fee structures.



III. CORE Experience

a. Previous Work and Organizational Experience

Brief history of the proposer's organization including time in business, number of customers, size of organization, etc.



CORE Business Technologies

Est. 1986, 109 Employees

Headquarters

950 Warren Ave Suite 400, East Providence, RI 02914

Satellite Offices

101 W Ohio St., Suite 2250, Indianapolis, IN 46204

195 International Parkway, Suite 233, Lake Mary, FL 3274

Government Experience & Expertise

Our suite of front and back-end solutions is tightly integrated to leading management and financial software solutions, and processes billions worth of transactions for over 1,600 city, county, and local government entities. CORE's technology streamlines and optimizes our clients' collection, processing, and reconciliation activities in a manner that ensures the lowest possible interchange qualifications, while remaining restlessly focused on achieving the highest consumer experience (CX).

CORE firmly understands that no client environment or set of requirements are the same. Since 1986, we have successfully customized multiple online and in-person payment solutions,



implemented numerous revenue management systems, and supported our clients with white-glove treatment throughout the relationship lifecycle. CORE supports a diverse range of government clients, ranging from smaller municipalities like Palo Alto, Carlsbad, Tucson, and Santa Clara, to larger Cities and Counties such as San Diego, Miami, and Albuquerque — to the largest U.S. Cities and Counties like The City of New York, Los Angeles, Harris County, and San Francisco. CORE brings a deep understanding of the government landscape and has a pulse on the industry. We are a consultative and collaborative partner that focuses on our clients and constituent expectations, and an industry specialist that has retained and grown over the decades via relentless innovation, ensuring client success.

Philosophy

CORE's business philosophy is centered on providing complete and comprehensive client and citizen support that exceeds expectations consistent with our core values. CORE's processes ensure that our solutions deliver value and measurable results by assigning priority to client outcomes first. As a result, CORE has assembled a talented team of professionals to provide our clients with successful implementations and unparalleled customer support.

Our company has decades of experience in the development of public sector technologies that deliver unmatched ease-of-use, efficiency, innovation, and seamless integration across the government enterprise. CORE has provided an array of comprehensive software solutions for cities, counties, and state agencies – from citizen engagement solutions that empower governments to inform their citizens, to highly redundant, secure back office-integrated payment solutions that streamline the delivery of government services in-person and online. We are well positioned to provide you and your customers with superior solutions, outstanding services, and exceptional support. CORE's support team, through facilitation of our assigned Executive Relationship Manager, ensures the following:

Client Advocacy

Working collaboratively across the CORE organization and with your designated team to ensure that the products and services we deliver assist you in achieving your goals and objectives.



Quality and Communication

Working with the Implementation and Quality Assurance teams to ensure the integrity of the products and services delivered. Ensuring the delivery of timely and transparent communication of pertinent and relevant project information.

Support and Training

Developing a highly customized knowledge base and support model for your staff and overseeing the deployment of a comprehensive training plan. Our experienced payment professionals understand your payment needs and will approach the implementation of all solutions and services in an organized and efficient manner from start to finish. The City will have a dedicated payments support team comprised of seasoned government payment professionals. At CORE, successful implementation projects come from the expertise of our team members, coupled with consistent communication to and from our client in a collaborative effort. Part of our open communication will come during our recommended Pre-Implementation Planning Calls, Touchpoint Sessions, Post-Implementation calls, and Quarterly Business Reviews (QBRs).

Timely Delivery

Our philosophy and approach are geared towards delivering a high-quality work product on a predictable and timely schedule. During your project, CORE will manage scope and resources to meet your deadlines.

Solution Architecture

CORE works diligently with each government client, department, and agency to fully understand their payment processing environment, citizen engagement, management systems, and data requirements. CORE invests the time and resources needed prior to recommending and architecting payment solutions, services, and options that will achieve stated goals and initiatives.

Listed below are some of the major U.S metropolitan municipalities and U.S. counties using our payment processing services:



New York City, NY
San Francisco, CA (City and County)
Los Angeles, CA
Harris County, TX (Houston)
Miami, FL
San Diego, CA
Tucson, AZ
Sarasota, FL

Pima County, AZ
Oakland County, MI (Detroit)
Ramsey County, MN (St. Paul)
Camden County, NJ
Flagler County, FL
Tallahassee, FL
St. Petersburg, FL
Pittsburgh, PA

Recent client projects of similar scope include:

- **Greenwood County, SC**
 - Onboarded CORE's integrated payment processing platform.
- **City of Davenport, Iowa**
 - Onboarded CORE's integrated payment processing platform.
- **Albuquerque, NM**
 - Onboarded CORE's integrated payment processing platform.
- **City of Shafter, CA**
 - Onboarded CORE's integrated payment processing platform.
- **Cheyenne Board of Public Utilities, WY**
 - Onboarded CORE's integrated payment processing platform.
- **City of Bothell, WA**
 - Onboarded CORE's integrated payment processing platform.
- **City of Albany, Oregon**
 - Onboarded CORE's integrated payment processing platform.
- **Harris County, Texas**
 - Onboarded CORE's integrated payment processing platform.

Evidence of the financial stability of the organization

CORE Business Technologies is a privately held company with a proven track record of financial stability and success. While we do not publicly disclose our financial information, we are more than willing to provide audited financial records upon the completion of a Non-disclosure Agreement (NDA). This reflects our commitment to transparency and demonstrates our robust financial position, ensuring we are a reliable partner capable of supporting long-term projects.



Information about the number and customization levels of previous integrations with CivicPlus, Springbrook, Celero and various payment processing merchants.

Over the last four decades, CORE has completed thousands of successful integrations with hundreds of host systems. Although we do not have a specific client with the exact software environment as the City of Neosho, we are prepared and capable of integrating with all the systems required for this project. It is also worth noting that even in the case of proven integrations, no two clients are the same. The CORE project team has an unmatched understanding of the business rules, versioning, and configuration required to make this a successful project.

CORE offers multiple ways to process transactions. We are prepared to support the City of Neosho through one of two approaches, depending on the City's level of satisfaction with your incumbent vendors.

Option 1: CORE Hosted Payment Page

With the CORE Hosted Payment Page, your Springbrook & CivicPlus applications will remain in place. CORE UI comes into play when it comes time to make the payment. Data is transferred from CivicPlus, containing payor information, & CORE becomes the credit card or ACH processor. Once the payment has been completed, CORE will pass the user back to CivicPlus or a directed URL of the City's choosing. In the case of CivicPlus, CORE has extensive experience in implementing our proposed solution for clients who use CivicPlus as their CMS/website provider.

Option 2: CORE Online Payment Portal

CORE also offers an entire front-end experience, replacing CivicPlus & Celero, where CORE becomes your true "one stop shop" for all your payment processing needs. This is done by way of our Online Payment Portal. CORE will integrate billing information from Springbrook and therefore becomes the front end for your citizens' online and your cashier's over-the-counter transaction processing. Transactions processed on the CORE platform are collected through one of four channels: online, over the counter, pay by text, or pay by phone through our integrated IVR solution. Autopay, scheduling future payments, and other business rule modifications are available and will be discussed upon selection. From the back-end perspective, the CORE online



portal looks to bolster staff productivity with tools such as reporting, customer engagement, and configuring your own transactions. Both approaches are market-tested viable solutions. Further guidance from Neosho on what your desired project outcomes will drive the appropriate option.

Include three or more references for similarly scaled municipalities and public utilities testimonials from past clients on:

- Quality of the software solution after go-live and implementation process experience*
- Quality of ongoing customer support after go-live*
- Listing of major software releases for the past two (2) years, including a minimum of three (3) customer references that have received all software upgrades within each release series.*
- Evidence of high levels of customer satisfaction across your current customer base*
- Evidence of consistently delivering projects on time*

City of Davenport, IA	
Name and Title	Jim Odean, Assistant Finance Director
Address	226 W. 4 th St. Davenport, IA 52801
Phone	(563) 326-7763
Email	Jodean@ci.davenport.ia.us

City of Franklin, IN	
Name and Title	Rick Littleton, Superintendent Department of Public Works
Address	70 E. Monroe St. Franklin, IN 46131
Phone	(317) 736-3640 x1270
Email	rlittleton@franklin.in.gov

West Central Conservancy District, IN	
Name and Title	Aaron Riggle, Finance Assistant, Purchasing Agent



Address	243 S County Rd 625 E Avon, IN 46123
Phone	(317) 272-2980
Email	Ariggle@wccdin.org

b. Technical Expertise and Experience

Narrative summary of client support methodology, including routine technical support process, emergency 24-hour technical support and escalation process

The CORE Customer Support team is available 24/7/365.

With regards to the City's Service & Support Resolution requirements, CORE is proud to hold the highest Net Promotor Score (NPS) across all public sector payment services providers, standing 70 points above the industry average score. NPS is the primary metric that vendors use to measure customer satisfaction. Customer satisfaction is the primary reason that our average client tenure of 14 years is roughly 3 times longer than that of our competitors.

CORE's Client Operation Support team consists of 12 full-time employees with over 150 years in combined experience. We provide 24X7 multi-channel Customer Support to our customers. Production support is staffed, Monday through Friday from 8:00 A.M. through 9:00 P.M. Eastern. For non-staffed hours, the response times are listed in the Service Level Table provided.

CORE's support methodology allows the City of Neosho to submit a support ticket to CORE's Customer Support team. Tickets are assessed and responded to based on our Service Level Agreement. CORE will train City staff on how to use the Support tool to report and track issues to full resolution. More details on our Support function is provided below.

Initiation

The call is initiated by an authorized service representative and must be received through CORE's 1-800 support line, which is available 24 hours a day, 7 days a week. Software support is conducted by the CORE Support Team.



Case Logging

The support request is logged and includes time and date received, name of caller, description of problem, and action taken.

Acknowledgement

The case submission call is acknowledged and assigned according to the service level table definitions.

Service and Support

Production support is first provided by the helpdesk personnel. If the resolution cannot be achieved by the Helpdesk, service and support will be performed in accordance with the definitions stated in the Service Level Table.

Escalation

Escalation occurs in accordance with urgency and SLAs.

Callback

Production support is staffed Monday through Friday from 8:00 A.M. through 5:00 P.M. ET. For non-staffed hours, the response times are listed in the Service Level Agreement.

Narrative summary of disaster recovery plan and the capability to perform the services requested in this RFP should your primary facility, equipment and/or technology become inoperable

CORE maintains a disaster recovery plan that ensures the business continuity of our card processing capabilities in the event of service disruption; we do so by maintaining SaaS (Software as a Service) application hosting of our Payment Platform across multiple geographically diverse datacenters. The application's nature is such that multiple instances are maintained in operation, permitting sustained operations in the face of multi-site failure. Key strategies utilized as part of our network infrastructure include:

- For unexpected outages, the infrastructure is designed to sustain multiple component failure within each primary facility, with the failover facility able to resume operations within minutes of a complete failure of the primary infrastructure having been identified.



- For service windows, the services structure is such that operations can be maintained during service windows by means of redundant active/passive infrastructure. Graceful decay of services has been allowed for by ensuring replication continues during primary site failover for maintenance.

The result is that our infrastructure allows for seamless transition of operations between sites, maintaining the highest availability services with the least complexity permissible and facilitating uptime with reduced maintenance and dependence upon proprietary vendor technologies.

Narrative summary of the availability of and policy on providing software upgrades and enhancements in the future and the pricing strategy that will apply

CORE weighs varying factors when determining what fixes, enhancements, and new features to include in system upgrades. These factors include customer feedback, market trends, security and compliance requirements, internal priorities, technical considerations, strategic partnerships, and UI design. Formal processes do exist for requirements gathering. During implementation, requirements are gathered through the business design review processes. Post-implementation, CORE gathers requirements through communication with the Executive Relationship Manager and his team. Customer feedback is a very large determining factor, and we commit to consistently soliciting feedback from the City throughout the lifecycle of our relationship. The City will incur no additional costs for standard upgrades/enhancements delivered as part of CORE's ongoing system maintenance.

Narrative summary of:

1. Project management methodology

CORE's project management methodology incorporates best practices from thousands of government implementations, coupled with a proven collaborative methodology that ensures our solutions are effectively and efficiently tailored to meet clients' requirements and business



objectives. We work closely with you from project initiation to deployment, delivering a strategically aligned solution that maximizes return on investment and provides measurable results.

Our established project management process is grounded in the Project Management Institute's (PMI) Body of Knowledge, offering consistency, predictability, and reliability. The project progresses through gated phases, including Design, Development and Configuration, Testing, Training, Go Live, and Transition to Support. These phases are structured to run in parallel, ensuring efficient delivery of expected outcomes on time and within budget. Each phase is carefully executed, monitored, and controlled by a CORE Project Manager. Recognizing the uniqueness of each project, CORE customizes the plan, tasks, deliverables, and milestones to align with the project's requirements and the City's specific needs. An overview of the project phases is outlined below:

Professional services

CORE will provide professional services for the initial implementation of the solution, as well as support and maintenance after Go Live.

CORE's Professional Services team will deliver the following baseline project level services:

- **Business and Technical Requirements Discovery** – Evaluation of project requirements
- **Design Planning** – Requirements for integration and creation of a requirements document
- **Project Management** – Ongoing oversight of project plan
- **System Configuration** – Putting required elements together
- **Quality Assurance Testing** – Simulating activities in a test environment
- **Ongoing Audits** – Regular reviews with your CORE Customer Success Manager
- **Training** – Train the Trainer format

Initiation and Planning

All projects begin with a kickoff and Discovery meeting to identify key personnel and to understand your business processes to ensure the system will meet your needs now and as you evolve. CORE will gather requirements for system interfaces and develop a Business Requirements Document (BRD). An understanding of existing business rules and transaction types will lay the foundation for a successful project outcome.



Project Confirmation & Design

The objective of this phase is to create the BRDD (Business Requirements Design Document) which will act as a blueprint for a successful implementation of the CORE solution. CORE will obtain customer sign-off for the BRDD in its final version.

Programming & Configuration

In this phase, the goal is to configure the CORE solution and create the Test Environment that will allow the assigned personnel to review the application before it is pushed into an active state. Using the BRDD as a basis of understanding, CORE's team will apply this information and knowledge obtained from the earlier phases to configure and establish the Test Environment.

Training, Knowledge Transfer, Testing & Cutover/Go Live

The goal in this phase is to require testing of the CORE application by designated customer personnel and deliver training to this group before the application goes into production. CORE will make necessary changes in compliance with the BRDD. After successful acceptance testing, the CORE solution will then be transitioned and configured in the customer's Production Environment at a cutover/go live date.

Project Phases

Our approach consists of clear implementation phases with signoffs, along with the project tasks and deliverables that comprise those phases.

- Discovery
- Design
- Development & Configuration
- Test
- Training
- Go Live
- Transition to Support

2. High-level project implementation and testing plans

Discovery

CORE works diligently with each department to fully understand their payment processing environment, citizen engagement, management systems, and data requirements. CORE invests the time and resources needed prior to recommending and architecting payment solutions, services, and options that will achieve stated goals and initiatives.



Design

The Design phase is utilized to identify and solidify the requirements of the project to ensure that the systems meet the needs of the customer and establishes adoption for use.

RESOURCES	TASKS	DELIVERABLES
CORE: Designer, Implementation Specialist, Developer, IT, Project Manager Client: Mgmt. Stakeholders, Lead User(s), Project Manager, IT, Web Services	• Remote Design Discussion • Workflow Analysis • Fit Gap Analysis • Technical Requirements • Peripheral Requirements	• Business requirements design document

Development and Configuration

The Development and Configuration Phase concentrates on creating and delivering the requirements outlined from the Project Design Specification.

RESOURCES	TASKS	DELIVERABLES
CORE: Designer, Implementation Specialist, Developer, IT, Project Manager Client: Mgmt. Stakeholders, Lead User(s), Project Manager, IT, Web Services	• Project Build • Web Services Build • System Configuration • Alpha and Unit Testing • Initial Assessment • Customer Test Environment	• Development Environment • Web Services • Customer Test Environment

Test

The Test phase establishes quality assurance and control.

RESOURCES	TASKS	Deliverable
CORE: Implementation Specialist, QA, Developer, IT, Project Manager Client: Mgmt. Stakeholders, Lead	• Regression Testing • User Acceptance	• User Acceptance



User(s), Project Manager, IT, Web Services		
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Training

The Training phase is used to provide knowledge Transfer to the user through a train-the-trainer approach.

RESOURCES	TASKS	DELIVERABLES
CORE: Implementation Specialist, Project Manager Client: Mgmt. Stakeholders, Lead User(s), Users, Project Manager	• Train-the-Trainer • Cashier • Supervisor • Administration Technical Configuration • End-User training	• User and admin reporting guides • Training

CORE's training options are provided in the following formats at no additional cost to the City:

- **Administrator/Technical Course**

This training is designed for administrators and typically consists of a comprehensive review of the solution's configure program, interfaces, and technical administrative functions.

- **Train the Trainer Course**

This training is provided by the vendor in a "Train-the-Trainer" format to designated administrators. Designated trainers are provided with helpful information about teaching as well as hands-on system instruction. These "trainers" then go on to instruct others at the organization.

Through collaboration with the City's designated representatives, and based on individual project needs, CORE's training is adjusted customized to include the following:

- Comprehensive System Training
- Comprehensive Service Training
- Operational Protocols



- Handling Retrieval Requests
- Handling Chargebacks
- Accessing Reporting
- Additional Misc. Processes
- Utilization of Software and Hardware
- Additional Functionalities
- On-going Comprehensive Training

Go Live

The Go Live phase confirms the system and customers are ready to go live and ensures a smooth transition for all users.

RESOURCES	TASKS	DELIVERABLES
CORE: Implementation Specialist, Developer, IT, Support, Project Manager Client: Mgmt. Stakeholders, Lead User(s), Users, IT, Web Services, Project Manager	• Production Environment Configuration • Go/No-Go Meeting • Establish Support Procedures • Go Live	• Production Environment • Support Procedures

Transition to Support

The transition to support phase is utilized to monitor the transition to the CORE system and provide the level of support required in the timeframe following a live system.

RESOURCES	TASKS	DELIVERABLES
CORE: Implementation Specialist, Developer, Support, Project Manager Client: Mgmt. Stakeholders, Lead User(s), Users, IT, Web Services, Project Manager	• Assessment on use of the system • Support	• Support Transition

3. Schedule/timeline to complete the project including intended meetings to be held during the implementation

Our approach to this project incorporates innovative solutions at every stage, from advanced project management tools to cutting-edge development techniques. This ensures not only the



timely and successful completion of the project, but also the delivery of a highly effective and modern solution tailored to your needs.

We use Planview Project Management software, which will be instrumental in ensuring the success of our project. Planview offers robust tools for project planning, resource management, and real-time tracking, allowing us to efficiently manage project timelines, allocate resources effectively, and maintain clear communication with all stakeholders.

Below is an estimate of the proposed project timeline, which is scheduled to begin on October 1st based on the information contained in this RFP. The CORE team will work with City staff to adjust this schedule in a collaborative manner.

NAME The City of Neosho		DURATION	START DATE	DUE DATE	PI	4	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025
Discover & Solution Neosho Online Payment Processing		49 d	10/01/24	12/11/24			25 01 08 15 22 29 06 13 20 27 03 10 17 24 01 08 15 22 29 05 12 19 26 02 09 16 23 02 09 16 23 30						
Development & Configuration		36 d	12/06/24	01/29/25									
Validate & Test		21.25 d	01/30/25	02/28/25									
Learn & Deploy		2 h	02/06/25	02/06/25									
Operate & Optimize		4 h	02/28/25	02/28/25									
Project Management		106.78 d	10/01/24	03/06/25									

4. Strategy for training indicating if training will be in person and/or virtual with estimated number of training hours

Our training approach is designed to be comprehensive and adaptable to meet the diverse needs of our clients. To reduce cost for our customers without sacrificing quality, we offer virtual training in a “train the trainer” format.

Our virtual training sessions are conducted via secure video conferencing platforms, allowing participants to join from any location. Virtual training includes live demonstrations, interactive hands-on learning, Q&A sessions, and access to recorded materials for later review. We estimate that virtual training will require approximately 12-20 hours (4 hours per super-user), which can be scheduled flexibly over several days or weeks.



The training is supported by comprehensive training materials, including user manuals, quick reference guides, and video tutorials. Additionally, we provide access to our support team to assist with any post-training questions or issues that may arise.

5. Resources to be assigned to implement this project (names, total number, role, title, and experience)

Our project team consists of the following 8 experienced CORE team members:



Hiren Desai, Vice President – Client Operations

With over 25 years of experience, Hiren oversees organization-wide Citizen Support and Professional Services teams across all CORE platforms. Collaborating with various departments, he manages the Professional Services delivery of product solutions to existing and new clients, ensuring overall success during the entire project lifecycle. Hiren is passionate about taking care of citizens and ensuring their satisfaction.



Kevin Martins, Director – Project Management

In addition to bringing 20 plus years of Product Management experience, Kevin is a Ph D. candidate for the study of Theoretical Learning, with a concentration on system improvements. Since joining CORE, Kevin has leveraged the leadership skills he has obtained from his experience, as well as his membership in the 'National Society of Leadership and Success' to improve each project and produce immediate results. Kevin has deployed a dynamic project management software solution that will provide the transparency and efficiency required to optimize the project implementation interactions between CORE and the City.





Kathy Arnett, Project Manager: The PM is responsible for overseeing the entire project's planning, execution, and successful completion. They play a pivotal role in coordinating and communicating with various stakeholders, including team members, clients, and senior management.

Key responsibilities include:

- Creating a project plan, defining project scope, goals, deliverables, and timelines.
- Assigning tasks and responsibilities to team members and ensuring their understanding of project objectives.
- Managing risks and issues, identifying potential roadblocks, and proactively finding solutions.
- Monitoring project progress, tracking milestones, and reporting status updates to stakeholders.
- Adhering to project budget and resource allocation.
- Facilitating effective communication and collaboration among team members.
- Resolving conflicts and addressing challenges that may arise during the project's lifecycle.
- Regularly evaluating project performance and implementing corrective measures if needed.
- Maintaining documentation and ensuring compliance with company policies and industry standards.
- Keeping stakeholders informed about project developments and managing expectations.

Brian Fisher – Solution Engineer: The SE is responsible for designing and developing technical solutions that align with the project's requirements and objectives.

Key responsibilities include:

- Collaborating with the Project Manager and Product Owner to understand project requirements and user needs.
- Designing and architecting the technical solution, considering scalability, performance, and security.
- Conducting feasibility studies to assess the viability of proposed technical solutions.



- Documenting the technical design and implementation process for reference and future maintenance in the Business Requirement Design Document.
- Working closely with the Implementation Specialist to ensure the smooth deployment of the solution.

Eric Clark – Implementation Specialist: The IS is responsible for executing the deployment and integration of the solution into the client's environment.

Key responsibilities include:

- Collaborating with the Project Manager and Solution Engineer to understand the solution's technical requirements.
- Planning and organizing the implementation process, including setting up timelines and milestones with the Project Manager.
- Coordinating with the client's team to ensure the smooth integration of the solution with existing systems.
- Conducting thorough testing to validate the functionality and performance of the implemented solution.
- Training end-users and client personnel on using the solution effectively.
- Providing ongoing support during the implementation phase and addressing any issues that may arise.
- Ensuring compliance with data security and privacy regulations during the implementation.
- Defining user stories and acceptance criteria to ensure clear communication with the development team.
- Participating in sprint planning meetings and providing direction to the development team.
- Being available to answer questions from the development team and providing clarification on requirements.
- Ensuring that the delivered product meets the client's expectations and aligns with the project's goals.



Drake Henninger – Lead Software Engineer: Software Engineers are responsible for designing, developing, testing, and maintaining the software components and modules that constitute the project's solution.

Key responsibilities include:

- Collaborating with the Solution Engineer and Product Owner to understand software requirements and technical specifications.
- Writing efficient, reliable, and maintainable code that aligns with industry best practices and coding standards.
- Participating in design and code reviews to ensure the quality and consistency of the software.
- Conducting unit testing to verify the correctness of code and identifying bugs or issues.
- Integrating individual components into the larger system and ensuring seamless functionality.
- Collaborating with other team members to resolve technical challenges and bottlenecks.
- Continuously improving their technical skills and staying updated with the latest development tools and methodologies.
- Documenting their code, processes, and solutions for future reference and knowledge sharing.
- Assisting the Quality Assurance team in creating and executing test cases.

Quality Assurance: The QA team is responsible for verifying and validating the project's solution to ensure that it meets the required quality standards and user expectations.

Key responsibilities include:

- Collaborating with the Product Owner and stakeholders to understand project requirements and user expectations.
- Creating comprehensive test plans and test cases that cover all aspects of the software.
- Executing various types of testing, including functional testing, regression testing, performance testing, and security testing.
- Identifying and documenting defects or issues, and working with the development team to address them.
- Conducting usability testing to assess the software's user-friendliness and user experience.



- Ensuring compliance with quality standards, industry regulations, and best practices.

Executive Relationship Manager - Geoff Kehrer

Geoff will act as your advocate to provide direct oversight of joint initiatives while working collaboratively across the CORE organization to ensure that the quality assurance testing, implementation, deployment of any software releases, and new or ongoing projects drive the expected outcomes. Geoff will also provide you with timely and transparent communication of new product features and other relevant news and information, facilitate ongoing training, provide training assets to your staff, and be responsible for your overall satisfaction.

Additional services and/or programs recommended to enhance the requested services

The following services are included in CORE's proposed solution at no additional cost to the City. Additional information on these items is provided in the miscellaneous section of CORE's response.

- User interface Matching
- Ebill Presentment
- Text-2-Pay
- Bill Notifications

Methodology for project support for after go-live

Our comprehensive support methodology ensures that our clients receive the assistance they need to operate smoothly and confidently with our solution. We are committed to providing exceptional service and support throughout the lifecycle of our partnership.

Our post-Go-Live support methodology is designed to ensure a seamless transition and provide ongoing assistance to maximize the value of our solution. Our approach includes the following key components:

1. Support Team:

- CORE's software support team consists of technical experts and account managers who are familiar with your specific implementation. This team is the primary point of contact for all support-related inquiries and issues.



2. Support Channels:

- **24/7 Help Desk:** Our help desk is available 24/7 to address urgent issues and provide immediate assistance. You can reach us via phone, email, or a dedicated support portal.
- **Knowledge Base:** We provide access to an extensive online knowledge base, featuring FAQs, troubleshooting guides, and best practices to help users resolve common issues independently.

3. Service Level Agreements (SLAs):

- We provide SLAs to define response times based on the severity of the issue. Our SLAs ensure that critical issues are prioritized and addressed promptly to minimize downtime.

4. Proactive Monitoring and Maintenance:

- Our team continuously monitors system performance and security, identifying potential issues before they impact operations. We also perform regular updates and maintenance to ensure the system remains secure and up-to-date.

5. Ongoing Training and User Support:

- We offer additional training sessions and user support to help users adapt to new features and functionalities.

6. Client Feedback and Continuous Improvement:

- We actively seek feedback to improve our services and support offerings. Regular review meetings are conducted to discuss performance, gather feedback, and plan for future enhancements.

7. Escalation Procedures:

- In the event of complex or unresolved issues, we have a clear escalation process to involve senior technical specialists and management. This ensures that all issues are addressed with the appropriate level of attention and expertise.

List of expected Neosho responsibilities

Listed below is an itemized breakdown of project tasks and responsibilities.



Project Phases

Phase 1: Discover and Solution	5-15 hours
Phase 2: Development and Configuration	4-8 hours
Phase 3: Validate and Test	20 hours
Phase 4: Learn and Deploy	4 hours per super-user
Phase 5: Operate and optimize:	0 hours, Go Live

Tasks

Project Kickoff

Review RFP requirements	Joint Task
Confirm goals and objectives	Joint Task
Finalize project scope and schedule	Joint Task

Roadmap

Develop payment inventory with complexity	Joint Task
Identify all integration requirements	Joint Task
Identify all payment file requirements	Joint Task
Identify website integration strategies	Joint Task

Online Payment Portal & Merchant Set-up

Install District hosting instance & redundancy	CORE
Configure departments with platform	CORE
Configure payment types	CORE
Online process for merchant application	CORE
Agile Development	CORE
Epics and User stories for new features	CORE
Create sprint schedule for development	CORE
Review sprint plans with departments	Joint Task



Payment Item Deployment

Build payment items within platform	CORE
Configure integrated payment items	CORE
Configure reconciliation process	CORE

Training and Walk-thrus

Walk-thru payment items with departments	Joint Task
Train administrators	Joint Task
Train financial users	Joint Task

Launch

Complete 3-Day payment website launch process	Joint Task
Provide assistance with marketing and promotion	Joint Task

Unique benefits of working with your organization

CORE's Insight

Across the country, local governments and their agencies are losing domain knowledge to (well-earned) retirements. New government employees are hard to hire, it requires years of experience to learn the operational nuances that have been preserved as institutional knowledge.

To resolve this growing knowledge transfer problem, GovTech vendors should be the domain knowledge backstop for local government, becoming not just vendors, but true partners in building and supporting mission-critical infrastructure. However, many have succumbed to short term decision-making at the expense of long-term continuity. How many vendors do you have to tell to avoid deploying on an important budget submission deadline? The answer should be none!

CORE is different. CORE views our government customers as partners in a shared public mission. Our approach is built on the belief that high-touch client and constituent services, combined with unmatched subject matter expertise, will result in government services that work better for everyone. CORE's long tenured teams form deeply consultative client relationships,



which ensure that data and expertise positively impact into how public agencies serve their communities.

CORE seeks to continue to create innovation in a space that desperately needs it. And with an average employee with more than ten years of government experience, our team members are equipped to make quick decisions that save time and money. With this experience, CORE creates value by offering new ideas and solving new problems, not by upselling you on unnecessary and expensive “solutions”.

Within the RFP, the City welcomes a partner that provides innovative approaches to satisfy project needs. CORE is committed to being that partner — a partner that delivers innovative technology tailored to the City's project needs. We leverage the latest technologies and industry best practices to create customized solutions that not only meet but exceed the City's expectations. Our approach includes utilizing advanced cloud-based systems for secure and scalable infrastructure, integrating modern payment options like mobile and contactless payments for enhanced user convenience, and incorporating data analytics tools to provide actionable insights. Additionally, we prioritize user-friendly interfaces and seamless integrations with existing systems to ensure a smooth transition and minimal disruption. By fostering a collaborative partnership, we aim to deliver solutions that are both cutting-edge and aligned with the City's long-term goals, demonstrating our dedication to continuous improvement and innovation.

Technological Advancement Strategies

Today, there are two competing views regarding technological advancement strategies; (1) system interoperability, and (2) single vendor sourcing. If you determine that the preference is towards open connectivity and interoperability between systems, and the flexibility and scalability that comes along with that premise, CORE welcomes the chance to have more in-depth conversations with your team. These conversations include discussions around your specific vision regarding technological advancement priorities, data transmission requirements across systems, preferred workflows, and your ideal resident and staff user experiences. Additionally, we will work with you to identify and understand where there may



be areas in your current resident payment acceptance and reconciliation processes that excessively rely on manual inputs, areas that heighten susceptibility to fraud, or areas that fall short of your preferred levels of visibility and control.

Project Experience

We acknowledge that the City has many options when it comes to payment processing solutions, many of which boast similar features and functionality. Like our competition, we consider our platform to be best-in-class; however, it is also our view that implementation approach and integration ability are the two most important factors relevant to successfully achieving our clients' objectives. Throughout our four decades of experience, we have learned how to simplify the complexity associated with integrating multiple legacy systems across numerous departments, and we are confident that we can exceed your expectations in that regard.



IV. List of System Features and Technical Requirements

Technical Requirements:

1. Solution ensures that appropriate security measures, features, mechanism, and assurances are in place to safeguard the City of Neosho and its customers' information

Yes; CORE provides a secure connection to the card processing network for transmission, authorizations and settlement. The gateway stores credit card data in a PCI-DSS certified environment, which eliminates the City from having to store it locally. Unique tokens are created and stored within the database for credit card voids and refunds. No cardholder data is stored on the City servers or systems. CORE's gateway supports a semi-integrated deployment with EMV and P2PE, which will reduce your overall PCI scope.

2. Solution is PCI DSS Level 1 compliant

Yes; CORE is a PCI DSS Level 1 Compliant firm. CORE utilizes the industry's leading electronic authorization applications, service networks, and processors, all of whom are compliant with both the PCI and PA Data Security Standards and annually validated as mandated by all the card payment networks. Our secure payment processing services use the highest standards of security technology available. CORE has been a registered Payment Facilitator since 2003 and has met all industry compliance mandates since our initial registration. CORE was compliant with PCI v1.0 upon the formation of the Payment Card Industry Data Security Standards Council in 2006 and has maintained compliance with PCI-DSS ever since. Additionally, CORE is a Participating Organization with the PCI Data Security Standards Council.

4. Solution complies with industry standard data privacy practices

Yes, our solution complies with industry standards regarding data privacy practices. Our security and data privacy policies conform to the guidelines of the Payment Application Data Security Standard (PA-DSS). This includes strong encryption, logging and password requirements, and all connections to the public Internet are guarded by a firewall and intrusion detection systems.



3. Solution fully complies with NACHA rules and regulations

Yes, CORE fully complies with NACHA rules and regulations. CORE maintains a direct relationship with each of the major card brands (Visa, Mastercard, Amex, and Discover). We regularly jointly review known changes being released by the various card brands and work proactively with the card brands to influence changes or waivers for our clients as appropriate and necessary.

CORE also performs detailed reviews of the card association and NACHA mandates to remain aware of specific changes, and to also ensure compliance from end-to-end. Any development requirements identified through the ongoing review process are added to CORE's development roadmap and prioritized accordingly. CORE follows the Agile development method which easily allows us to quickly prioritize mandated changes by the card associations and/or NACHA, as we are not always given the same advance notice by the respective entities.

5. Security patches are applied in a timely manner

Yes, CORE's automation tools and networking team regularly review security patches and updates. CORE employs CI/CD to patch, update, and enhance its software continuously. Additionally, CORE conducts regular monthly patching on its infrastructure as part of its PCI compliance program. Patches are tested before being promoted to production to ensure customer site stability. Generally, security patching and maintenance occurs on the last Sunday of every month. Notices are sent the Wednesday prior.

6. Functionality issues/bugs are fixed in a manner that do not affect the ability to accept payments

Yes; as mentioned above, CORE utilizes CI/CD pipelines to automate its software deployment process. This process removes errors, provides feedback loops to engineers, and provides CORE clients with rapid, incremental features and fixes. CORE uses this process to publish updates and fixes continuously. All changes are documented. Major changes affecting core functionality are announced and scheduled ahead of release.

7. Requires email collection for both registered and unregistered system users

Yes; CORE supports requiring email collection for both registered and unregistered system users.



User Interface/Customer Experience:

1. Solution is ADA compliant

Yes; the CORE Payment Platform complies with ADA standards.

2. Multi-lingual support capable (nice to have)

Yes; multilingual support is available. We will work with the City during project scoping to determine which languages and applications will require multilingual support.

3. Ability to pay different types of invoices including but not limited to water bills, venue rentals, licenses and permits

Yes; payors can utilize CORE's solution to make payments toward multiple items and invoices in the same transaction, or each payment can be made at the individual level. CORE will work with the City to configure the platform as desired.

Payment Features:

1. Payment confirmation should be securely provided to the customer via the customer's preferred communication channel

Yes; payment confirmation is displayed immediately upon completion of the payment within the online payment portal. Additionally, payment confirmation and receipt are emailed or sent via SMS to the payor, depending on their preferred payment communication channel.

2. Proven strategies to mitigate possibility of duplicate payments are in place

Yes; the CORE Platform includes advanced duplicate payment protections and methods of detecting potentially duplicate transactions. CORE's system contains logic to prevent resubmission of the same transaction through page reloads or unanticipated user navigation through the payment process using session management and transaction tagging.

In addition, CORE can provide the City with a method of detecting the reuse of a City-generated unique key. This method ensures that the transaction identifier generated by the City can only be used once in a configurable period of time. CORE also continuously monitors transactions through automated validation in the gateway and CORE Administrator to detect actual and



potential duplicate transactions. In the event a transaction is a confirmed duplicate, the system automatically voids one of the transactions. CORE support staff are notified of transactions that are suspected duplicates for human evaluation and action.

3. Payment types include: credit and debit cards, electronic check (ACH)

Yes; accepted tender types on the CORE Platform include:

- Check
- Card (credit/debit)
- ACH/eCheck
- Digital Wallets/Mobile Payments
- PayPal
- Venmo
- Apple Pay
- Cash (in-person)

4. Ability for the City to customize payment rules (method, amount, etc.) based on a group of customers or individual customer/account, including blocking certain payment methods for specific customers and accounts.

Yes; through the CORE administrator, the City can modify and customize payment rules as desired. Additionally, payment methods can be blocked at the City's discretion.

The screenshot displays the CORE Administrator Portal interface. On the left is a navigation sidebar with options: Structure, Content, Services, e-Billing, Accept Payments, Add, Modify, Registered Users, Reports, Send Bills, Autopays, Create, Import, Process, Import, Export, Logs, and Templates. The main content area is titled 'e-Billing Modify e-Bill Item' and includes tabs for General, Financial, Form Fields, Confirmation, Workflow, eBilling, and User Access. The 'General' tab is active, showing a 'General Information' section with various configuration options:

- Model: ☐ Open Fees ☒ Separate Fees (3rd Party Fees)
- Enable Debit Card Tax Rates: ☐ Yes ☒ No
- Allow Custom Fees from API: ☐ Yes ☒ No
- Payment Item Type: General City Payments (dropdown)
- Title: Hill Valley Property Tax
- Status: ☒ Active ☐ Inactive
- Available to Public: ☒ Yes ☐ No
- Available to IVR: ☐ Yes ☒ No
- Allow Text Payments: ☒ Yes ☐ No
- Enable Test Mode: ☐ Yes ☒ No
- Featured: ☐ Yes ☒ No
- Prevent Duplicate User Field 1: ☐ Yes ☒ No
- Enable Capacity Limit: ☐ Yes ☒ No

The top right of the portal shows a user welcome message: 'Welcome Michael D'Andrea', 'Last Login: Mon, Jul 29, 2024 at 01:57PM', and links for Home, Logout, Account Settings, and a Search bar. The date and time 'Thu, Aug. 01, 2024 10:18 AM' are also displayed.

The CORE Platform also contains a powerful form-building user interface that allows City departments to create business logic to collect information for any payment transaction. The



system includes the ability to produce standard HTML fields with business rules attached to the form elements as well as to leverage several pre-built special fields such as addresses, phone numbers, etc.

While CORE generally assists its customers with template management, the CORE Administrator allows access to templates for City departments to make updates to the layout of their pages. The system tracks template versions for rollbacks of changes as some HTML experience is needed to properly use the tool.

CSR Interface and Functionality:

1. Permission-based Admin, CSR, cashiers, and other levels of internal staff account groups/roles

Yes; The CORE Administrator allows for user role-based access by user group, department, and application-specific controls. There are four types of user groups in the CORE Administrator. In descending order of privileges:

- Webmaster
- Project Manager
- Administrator
- User

These levels are used to establish (1) one or more system administrators along with their (2) admin-level delegees, (3) users who have access to items only within their department, and (4) users who have access to items and express application privileges, respectively.

Within each application, users can be granted privileges to conduct certain activities. For online payments, these discreet access controls include to receive notifications such as payment submissions or returns, receive daily transaction summaries, modify a payment form, delete a payment form, accept a payment, issue a void or refund, or view submission details.

2. Ease of finding payment transactions based on various search criteria

Yes; through the reporting module located within the CORE Administrator, City staff can search various criteria to locate payments, including:

- Receipt Number
- First Name
- Last Name
- Payment Amount



- Payment Item
- User Ref ID
- Total Payment Amount
- Merchant Account
- Transaction ID
- Payor Email
- Batch ID

3. Ease of settling payment batches and reconciling with CivicPay and Springbrook

Yes; the Reconciliation Services feature of the CORE Platform will facilitate daily reconciliation of confirmed bank deposits (from BAI file) against expected deposits created from within the CORE payment environment. This process will automatically reconcile over 95% of settled bank deposit activity. This feature also supports transaction-level reconciliation of payment items processed through the CORE payment environment against payment updates to the host system(s) of record, (Springbrook). This is done via hourly comparisons of transaction data vs. records maintained by our payment processor. Any “lost” transactions are auto voided to further enhance reconciliation.

CORE’s automated reconciliation continuously monitors data from the CORE Administrator and the payment gateways to detect any anomalies in transaction reporting. The system utilizes the data from the Duplicate Payment Detection service and reports of logged transactions from the gateways and CORE Administrator to identify, correct, or alert CORE’s support staff if the data in any of the systems does not match. The system also automatically monitors service and convenience fees to ensure that the proper amount has been charged for merchant accounts using a fee-based model. Corrections are made automatically unless ambiguity is detected. In which case, CORE support staff members are alerted for manual reconciliation.

4. Must be able to download payment data in a flat file format

Yes; CORE supports the download of payment data in a flat file format.

5. Comprehensive reporting on customer engagement

Yes; CORE provides comprehensive reporting on information pertaining to customer engagement through the USER Account report. This report details an individual’s interactions with the City regarding payments, subscriptions, preferred payment methods, enrollments in autopay and ebill/paperless statement enrollment, service requests, and notifications sent from



the constituent to the City.

6. Access to raw data, such as customer contact data or possible alternatives

Yes; City staff will not only have control over what data they would like to obtain, they will have user-based access to all raw data acquired.



V. Details of System Features

A. Technical Requirements:

1. Describe available hosting model (s) (i.e., on premise, Cloud, SaaS, etc.)

CORE's software is a cloud-based, SaaS subscription solution hosted on Amazon Web Services (AWS). This model offers several benefits, including scalability, reliability, and security, without the need for on-premise infrastructure. As a fully cloud-based solution, all aspects of the application, including data storage and processing, are managed and maintained on AWS, ensuring high availability and seamless updates.

2. Describe PCI compliance level; compliance with the NACHA rules and regulations; provide relevant security certifications

The CORE Solution fully compliant with the National Automated Clearinghouse Association (NACHA), all Card Associations, and all PCI DSS Level-1 security standards. CORE is currently compliant with PCI-DSS v3.2.1 as a Level 1 Service Provider. Additionally, CORE is a Participating Organization with the PCI Data Security Standards Council. Our security policies conform to the guidelines of the Payment Application Data Security Standard (PA-DSS). This includes strong encryption, logging and password requirements and all connections to the public Internet are guarded by a firewall and intrusion detection systems. CORE's PCI Level-1 Attestation of Compliance is included as an attachment at the end of our proposal.

CORE also performs detailed reviews of the card association and NACHA mandates with our processor partners to be aware of specific changes, and to ensure compliance from end-to-end. Any development requirements identified through the ongoing review process are added to CORE's development roadmap and prioritized accordingly. CORE follows the Agile development method which easily allows us to quickly prioritize mandated changes by the card associations and/or NACHA, as we are not always given the same advance notice by the respective entities.

3. Provide information pertaining to cyber security and data privacy practices

CORE's robust cybersecurity policy exceeds standards set by HIPAA and PCI. CORE is PCI Level 1 compliant, which entails third party audits to ensure security compliance. Our program includes



24/7/365 monitoring, logging, education, and testing of our security programs. CORE's program addresses software, hardware, and networking components as well as process, people, and behavioral components of security.

CORE's coding best practices and system configuration standards ensure that sensitive data is not stored in logs. In addition, CORE periodically scans its logs to verify its practices. Lastly, CORE undergoes third party penetration testing on a semiannual basis whereby the testers attempt to identify sensitive information stored in logs.

4. Describe the service level agreement (SLA) model that you adhere to

Priority Level	Definition	Escalation to next point	Response Time	Coverage
1	Product is down. No workaround is available. Major product functionality is not working according to the specifications. CORE places top priority on the technical issue and all necessary resources are immediately assigned to the issue.	Reviewed by Support Manager on an hourly basis. Escalation to Engineering if necessary. prioritized ahead of all other issues	< 1 coverage hour	24 x 7 x 365
2	Product functionality is affected but suitable workarounds exist and product is not down. CORE places high priority on the issues that are technical and issues are prioritized accordingly and work is performed regular support coverage hours.	Reviewed daily by Support Team. Escalated to management for review as necessary. Issues that affect downtime are escalated immediately.	< 2 coverage hours	M-F In-person 7am–9pm (ET) Online 8am – 5pm (ET) Merchant 9am – 6pm (ET)
3	Minor product functionality is affected, or minor business processes cannot be completed The issue is prioritized among other open issues or similar priority.	Reviewed weekly by Support Analyst. Escalated to support manager for review as needed.	< 4 coverage hours	M-F In-person 7am–9pm (ET) Online 8am – 5pm (ET) Merchant 9am – 6pm (ET)
4	Product and Project specific enhancement request or change orders. Change orders are scheduled upon signed acceptance receipt from Customer. Product enhancement requests are reviewed by Product Manager periodically in conjunction with release schedule.	Reviewed weekly based on delivery or release schedule. Delivery will be quoted with response to each specific request.	Delivery will be quoted by Client Success Manager with response to each specific request	M– F In-person 7am – 9 pm (ET) Online 8am – 5pm (ET) Merchant 9am – 6pm (ET)

5. Describe your system's performance – what performance metrics do you track and how do they change with the customer-base size

CORE's performance metrics include total system uptime and availability. Sites and services are tracked for all customers regardless of customer base size.

6. Describe disaster recovery methodology

CORE ensures its card processing capabilities by maintaining SaaS (Software as a Service) application hosting of CORE's Payment Platform across multiple geographically diverse datacenters. The nature of the application is such that multiple instances are maintained in operation, permitting sustained



operations in the face of multi-site failure. Additionally, CORE performs annual disaster recovery (DR) testing and actively monitors its DR locations while maintaining its environment utilizing active HA locations across multiple US AWS regions.

Key strategies utilized for our network infrastructure include:

- For unexpected outages, the infrastructure is designed to sustain multiple component failure within each primary facility, with the failover facility able to resume operations within minutes of a complete failure condition of the primary infrastructure having been identified.
- For service windows, the services structure is such that operations can be maintained during service windows by means of redundant active/passive infrastructure. Graceful decay of services has been allowed for by ensuring replication continues during primary site failover for maintenance.

The result is that our infrastructure allows for seamless transition of operations between sites, maintaining the highest availability services with the least complexity permissible, facilitating uptime with reduced maintenance and dependence upon proprietary vendor technologies.

7. Describe how your system will handle downtime caused by CivicPay maintenance and upgrade windows

Our system is designed to ensure minimal disruption to the City's operations. We will collaborate with the City to understand desired outcomes and expectations, and we are fully equipped to support various business workflows. Whether it's scheduling updates during low-traffic periods or providing real-time status updates, CORE is prepared to ensure a seamless experience during maintenance and upgrades.

8. Describe how you communicate and handle system maintenance, upgrades and bug fixes

CORE employs CICD to patch, update, and enhance its software continuously. Additionally, CORE conducts regular monthly patching on its infrastructure as part of its PCI compliance program. In the event of a critical issue that requires an intermediate patch, your assigned Executive Relationship Manager will notify you of the need for the patch and then will conduct patching mid-cycle. The process for maintenance and patching is to patch out of service containers/nodes,



test the updates, and then prompt those to production. The production nodes are cycled out of production, patched, and tested. They are then placed back into production if necessary.

In addition to the communication of maintenance, upgrades, and bug fixes, your Executive Relationship Manager (ERM) will act as your advocate to provide direct oversight of joint initiatives while working collaboratively across the CORE organization. This is to ensure the quality assurance testing, implementation, and deployment of any software releases. The ERM will also provide you with timely and transparent communication of new product features and other relevant news and information, facilitate ongoing training, provide training assets to your staff and ultimately be responsible for your overall satisfaction. Your ERM will have a stewardship role during implementation and will facilitate the hand-off from the Implementation Team to the Support Analyst Team when your project is ready for production. Your ERM will establish a cadence of checkpoints that meet your needs. We recommend meeting once monthly in the months following go-live, with more frequent checkpoints as needed or desired. Monthly checkpoint agendas typically include a review of any deliverables or needs and open discussion. Additionally, look for your ERM to schedule annual Executive Business Reviews with you to delve into the prior years' performance metrics and to strategize on how we can deliver more value to you.

B. User Interface/Customer Experience:

1. Describe user interface layout on multiple devices and operating systems

CORE utilizes responsive design to ensure a seamless and consistent user interface across multiple devices and operating systems. Here's a description of our user interface layout:

1. Adaptive Design Across Devices:

- **Desktop and Laptops:** On larger screens, our interface features a full-width layout with a top navigation bar, side panels, and comprehensive dashboards. Users can easily access detailed data and manage multiple tasks simultaneously.
- **Tablets:** Our interface automatically adjusts to a more compact layout, retaining the essential elements while optimizing the touch experience. Navigation elements are resized



and repositioned for easier access, with collapsible side panels to maximize content display.

- **Smartphones:** On mobile devices, the interface switches to a vertical layout, with a simplified navigation menu accessible via a hamburger icon. Key functionalities are prominently displayed for quick access, and the design focuses on readability and ease of use on smaller screens.

2. Operating System Compatibility:

- Our solution is fully compatible with major operating systems, including Windows, macOS, iOS, and Android. This ensures that users can access our platform regardless of their preferred device or operating system.
- We employ standard web technologies like HTML5, CSS3, and JavaScript, which are supported across all modern browsers, ensuring a consistent user experience.

3. Accessibility and Usability:

- Our responsive design also considers accessibility standards, making our platform usable by individuals with disabilities. We support screen readers, keyboard navigation, and other assistive technologies.

Overall, our commitment to responsive design ensures that users have a consistent and intuitive experience, whether they're working from a desktop in the office, a tablet in the field, or a smartphone on the go.

2. Describe how your software follows ADA compliance standards

CORE software is ADA compliant. When deploying a new customer site or checking an existing customer site, CORE leverages ADA compliance validation tools that check the website against ADA compliance standards.

3. Indicate if your system supports multiple languages and specify which ones

Yes; CORE supports multiple languages.



The front-end (resident facing view) of online platform is available in English, however additional languages can be supported via translating software. To fully address the City's specific needs for multilingual support for the online platform, further discussion and scoping with the CORE team will be necessary. We are committed to collaborating with the City to ensure the platform is accessible to all its residents.

Supported languages for IVR include English, UK English, Spanish (various), French, and German. The IVR system can also support different spoken languages as part of ASR (speech to text) which include Canadian French, English, UK English, French, and German.

4. Provide information about account validation logic

For searches and or balance/payment look-ups, CORE recommends requiring two data points, such as 'account number' and 'service address' when performing an account look up.

Other account validation features include:

- Field format checks
- Radio buttons
- Locked fields
- Credential verification
- Role-based controls
- Access rights
- Account activation
- User-friendly messaging
- Data Protection

C. System Integrations:

1. Describe how integration with Civic Plus and/or Springbrook are implemented.

CORE can utilize batch file transmission, APIs, web-service, and/or iFrame integrations. The appropriate integration method will be determined through collaboration with the City's project team.

API Integration

Evaluate Requirements:

During Project kickoff, CORE's team will gain a full understanding of the City's specific needs and requirements for integrating with each host system. Including documentation, transmission timeframes, APIs /Batch file requirements, data field requirements, etc.



Vendor Outreach:

When needed, we will work with you and your host system vendors to obtain a recommended approach regarding plug-ins or connectors.

API Documentation:

For API integrations, we will review API documentation for each host system to ensure a seamless interaction with their system programmatically. This includes confirming information about authentication, endpoints, request/response formats, error handling, etc.

Development Environment:

Within our development environment, we will begin to build integrations (if they are not already built). This environment mimics your production environment, but is used for testing purposes.

Develop Integration Code:

We will write code to integrate into any host system for any code that does not currently exist. This code will send a data transmission from our platform to the host system and receive confirmation and/or transaction details back.

Testing:

We will then thoroughly test the integration in our development environment to verify that data is being sent correctly, payments are being processed, relevant information is being returned to your ERP system.

Security and Compliance:

We will always ensure that the integration complies with PCI DSS level one standards.

Error Handling and Logging:

We have implemented robust error handling mechanisms to deal with any issues that may arise during payment processing and integration. Additionally, we complete logging for monitoring and troubleshooting.

User Training:

We provide training to your staff or users who will be using the integrated system.



Deployment:

After successful testing and any necessary refinements, we deploy the integration to your production environment.

Monitoring and Maintenance:

We continuously monitor the integration to ensure it's functioning as expected. Additionally, we will make updates or adjustments as needed due to changes in the ERP system, software, or any other factors.

Support and Documentation:

We document the integration process thoroughly for future reference.

Compliance and Regulation Updates:

Our team stays informed about changes in payment processing regulations and compliance requirements to ensure that your integration remains compliant.

Batch Integration:

Initial Consultation and Requirement Gathering: We start by understanding the client's needs, including the frequency and format of batch file processing, as well as the specific payment processors involved.

File Format Specification: We work with the client's team to define the batch file format. This typically includes specifying the file type (e.g., CSV, XML), field delimiters, required data fields, and record structure. We ensure that the format complies with the requirements of both the client and the payment processors.

Secure File Transfer: We implement secure methods for file transfer, such as SFTP (Secure File Transfer Protocol) or HTTPS, to protect sensitive data during transmission.

Data Validation and Error Handling: Upon receiving the batch files, we perform data validation to ensure accuracy and completeness. Any errors identified are logged and reported back to the client for correction.



Processing and Reconciliation: Once validated, the batch files are processed by the payment processor. We then reconcile the transactions to ensure that all payments are accurately recorded and any discrepancies are addressed.

Reporting and Monitoring: We provide comprehensive reporting tools to monitor the status of batch file processing, including transaction success rates, errors, and any pending actions.

Batch File Documentation

For batch file integration, we provide detailed documentation that includes:

- File Format Specifications: Detailed information about the required file structure, field definitions, and data types.
- File Transfer Protocols: Instructions on how to securely transfer batch files, including supported protocols and authentication methods.
- Data Validation Rules: Guidelines on the validation rules applied to batch files and how to address common errors.
- Error Handling Procedures: Documentation on how errors are handled during file processing, including notification mechanisms and resolution steps.

2. Describe how customer contact data is collected

Customer contact data is collected at the point of checkout. Once the customer enters the required and optional field information CORE will collect and store that information for the City to use for research and reporting. Data collection includes fields such as name, phone number, address, and email.

3. Describe the approach used to integrate with a payment processor. Specify which merchant services providers your solution is currently integrated with or had been integrated with in the past. Indicate if your solution has been integrated with Celero. Specify third-party solutions required for integrating with payment processing services. Provide all costs associated with this implementation

There is no additional cost associated with the integrations provided in the bid document.



The CORE software employs a comprehensive and secure approach to integrate with payment processors. The integration process involves the following steps:

1. **Initial Consultation and Requirement Gathering:** We begin by understanding the client's specific needs, including the preferred payment processors and desired functionalities.
2. **API Integration:** We use RESTful APIs provided by the payment processors to facilitate secure and seamless transactions. Our software is built to be flexible, allowing easy integration with various payment gateways. We also ensure compliance with industry standards such as PCI-DSS for secure data handling.
3. **Testing and Validation:** After the API integration, we perform testing to ensure that the payment gateway functions correctly, handling various scenarios like successful payments, declines, and refunds.
4. **Deployment and Monitoring:** Upon successful testing, the integration is deployed to the live environment. We continuously monitor the system to ensure smooth operations and address any issues that may arise.

CORE has integrated with numerous merchant services providers, including, but not limited to:

- Fiserv | First Data
- Bank of America
- Heartland
- TSYS
- Chase Paymentech
- Global Payments
- World Pay
- US Bank | Elavon

3rd party solutions might include the City's designated host systems, reconciliation services, hosted payment pages, card terminals, bank systems, etc.

4. Specify if and what current and historical data can be downloaded into a flat file format

Yes; current and historical data can be downloaded, imported, and exported into a flat file format.

5. Describe cost and implementation/configuration required to accept payments for multiple service types

All listed integrations are provided at no cost to the City. Additional payment items can easily be configured (at no cost) by City staff using the CORE Administrator. For additional host system integrations, CORE will work with City staff to determine the development requirements and any associated costs.



6. Describe how additional integrations/configurations will be implemented based on the business needs

Additional integrations and configurations will be implemented based on the specific business needs through a structured process. Initially, we will conduct a thorough assessment to understand the business requirements and identify the necessary integrations. Our approach includes:

1. **Requirements Gathering:** Collaborate with stakeholders to clearly define the integration needs and objectives.
2. **Integration Design:** Develop a detailed design for each integration, including data flow, interface specifications, and system interactions.
3. **Configuration:** Configure the system to support the new integrations, ensuring compatibility with existing workflows and systems.
4. **Testing:** Perform rigorous testing to validate the integrations, including functional, performance, and security tests.
5. **Deployment:** Implement the integrations in a controlled environment, followed by a phased rollout to minimize disruption.
6. **Monitoring and Support:** Continuously monitor the integrations to ensure they operate as expected and provide ongoing support to address any issues that arise.

This approach ensures that additional integrations and configurations are seamlessly incorporated into the system, aligned with business goals, and deliver the desired outcomes.

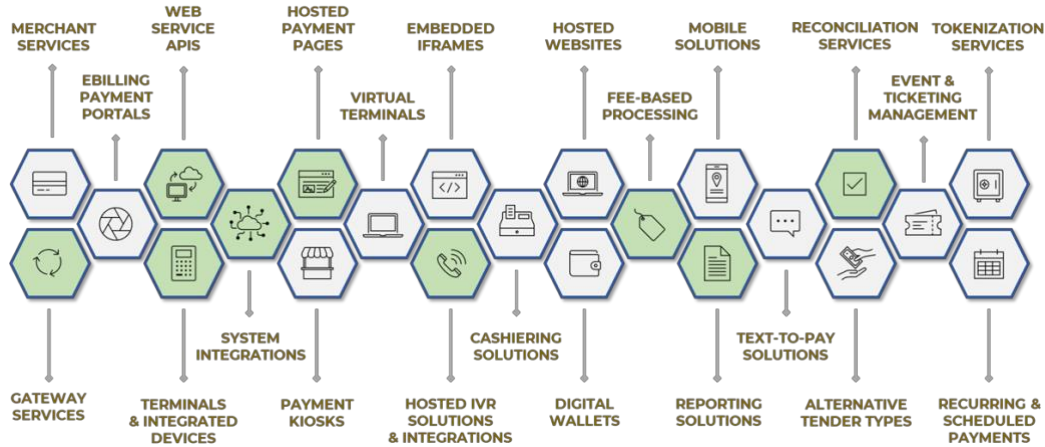
D. Payment Features:

1. Describe available payment types and payment channels and how they are implemented, including stored and schedule payments options.

The CORE platform is an enterprise, end-to-end solution that supports payments from engagement through reconciliation. This includes multiple front-end solutions and technologies to support all of the City's departmental processing requirements, whether in-person, online, or via other channels. City of Neosho departments can leverage CORE's Hosted Payment Pages, Gateway Services, Integrated Devices, System Integrations, Fee-Based Processing, IVR



Integration, Reporting Solutions, Reconciliation Services, and numerous other customizations to manage card and eCheck (ACH) payments, as highlighted in green below:



Merchant Services

CORE currently provides the following payment processing services and solutions:

- Card Processor Integrations
- eCheck (ACH) Processor Integrations
- Customized Front-End Payment Solutions
- Customized Hosted Payment Solutions
- Web Service APIs
- Integrated Card Terminals
- Integrated IVR Processing
- City and Bank System Integrations
- Service/Convenience Fee Processing
- Customized Reporting Solutions
- Customized Reconciliation Services
- Customized Duplicate Payment Prevention and Detection
- City-Generated Unique Key Reuse Detection
- Continuous Reconciliation Automation
- eCheck (ACH) Web Verification Services
- White Glove Support

Scheduled Payments

Scheduled payments can be enabled on individual payment items as desired for use by individuals with a stored payment method. Once enabled, frequency options can be fine-tuned to allow for only those patterns that each City department desires or requires.

Available Options *

- ☒ Once
- ☒ Weekly
- ☒ Monthly
- ☒ Quarterly
- ☒ Annually



Schedule this payment?

☒ Yes, schedule a one-time future payment for \$102.49 or schedule multiple installments.

Period/Frequency*

Once

Payment Date*

05/13/2022

Your payment will be made once on Friday, May 13th, 2022.

After adding an item to the cart and proceeding to the checkout screen, the payer will be prompted with an option to schedule the current cart as a scheduled payment.

If a payer clicks yes, they will be prompted to choose a frequency of payments along with the start of their payment plan.

The payer will be presented with the configured options for their payment frequency. Depending on how the City department has configured the options for the payment item, the payer will have the ability to make one-time, weekly, monthly, quarterly, or annual payments. The amount due for each frequency period is automatically calculated by the system.

If the payer were to choose a payment frequency other than "Once," then they will be prompted to choose the number of payments they would like to split the original amount into.

Schedule this payment?

☒ Yes, schedule a one-time future payment for \$102.49 or schedule multiple installments.

Period/Frequency*

Quarterly

First Payment Date*

05/13/2022

Number of Payments*

10

Your payment will be made every 3 months on the the 13th, starting on Friday, May 13th, 2022 and will be processed 10 times.



Payment Center

Payment Plan Confirmation

Payment Plan ID: 2022-XGEMC2-SP

This message is to confirm your registration for a payment plan. You can manage this plan by visiting <https://ms-ramsey.eGovstaging.com> and logging in to your account. As a reminder, you selected to pay. The details of your plan are as follows:

Total Amount: \$100.00

Number of Payments: 10

Frequency: Monthly

First Payment: 05/13/2022

Payment Method: Card Brand: VISA

Name on card: eGov Strategies

Ends in: 1111

Expires: 5/29

Payment Schedule

Date	Payment Amount	Beginning Balance	Resulting Balance	Fee
05/13/2022	\$10.00	\$100.00	\$90.00	TBD
06/13/2022	\$10.00	\$90.00	\$80.00	TBD
07/13/2022	\$10.00	\$80.00	\$70.00	TBD
08/13/2022	\$10.00	\$70.00	\$60.00	TBD
09/13/2022	\$10.00	\$60.00	\$50.00	TBD
10/13/2022	\$10.00	\$50.00	\$40.00	TBD
11/13/2022	\$10.00	\$40.00	\$30.00	TBD
12/13/2022	\$10.00	\$30.00	\$20.00	TBD
01/13/2023	\$10.00	\$20.00	\$10.00	TBD
02/13/2023	\$10.00	\$10.00	\$0.00	TBD

Displaying Receipt and Email

Following checking out with a created payment plan, the payer will be redirected to the 'Payment Plan Confirmation' page or more simply referred to as the 'Receipt' page. On this page they will be able to see various sorts of information related to their payment(s) such as Plan ID, Total Amount, Number of Payments, Frequency, First Payment Date, Card Brand, Name on Card, Last 4 Digits on Card, and Expiration Date on Card.

Scheduled Payment Reminders

After the Scheduled payment plan is configured and put in place, the payer who created the plan will receive a reminder email informing them of the upcoming scheduled payment fourteen, seven, and one day prior to the payment being processed.

Recurring and Automatic Payments

CORE's eWallet capability allows customers to easily and securely store multiple financial accounts including checking, savings, credit and debit cards on file for future use. This provides your customers with a recurring payment option, which significantly saves time and resources.

Transform and automate the payment process for residents

The easy-to-use payment system helps you capture more payments and increase customer loyalty.



Through a City-branded payment portal, payers can manage their bill payment settings, review billing, payment history, and change their settings for automatic payments and stored payment methods (credit/debit and bank accounts).

Since payers can set, pay, and go with recurring billing, the need to remember due dates is removed from the process. Each City department is then assured of timely payments and increased cash flow. Here's how CORE's recurring billing solution works:

- **Scheduled Payments** – Customers can schedule a single payment for a future date
- **Recurring Scheduled Payments** – Allows scheduling of recurring single payments for a future date
- **Flexible payments** – Customers can create their own 'budget' payment schedule within a billing cycle

2. Describe the ways payment confirmation is delivered to the customers

Email Confirmation:

Customers receive an automated email immediately after a payment is processed. This email includes details such as the payment amount, date, transaction ID, and any relevant order or reference numbers. The email serves as an official receipt and can be customized to include branding elements and additional information as required.

SMS Notification:

For customers who prefer mobile communication, we offer SMS notifications. These messages are sent to the customer's registered mobile number and include a concise summary of the payment details, such as the amount and transaction confirmation.

Downloadable Receipts:

Customers can access and download their payment receipts directly from their account on our platform. This feature is particularly useful for those who need to keep digital records of their transactions.



Customer Portal:

Our customer portal allows users to log in and view their transaction history, including payment confirmations. This centralized location provides a comprehensive overview of all transactions and offers the option to print or save receipts.

Print Confirmation:

For in-person transactions or where physical confirmation is required, we provide the option to print receipts on-site. This is commonly used in retail or service locations where immediate proof of payment is necessary.

3. Describe options to ensure PCI compliance when CSR is accepting a customer payment over the phone

CORE recommends utilizing the IVR functionality included in our proposed solution to facilitate customer payment over the phone. If IVR is not an option, customer service representatives can utilize the CORE Administrator to securely enter card details into the system without storing them locally.

CORE IVR

- Accept payments 24/7/365
- Accept automated secure payments by voice any time of the day, any day of the week.
- CORE's flexible hosted IVR solution adapts to any business process or call flow and connects to your data systems for rapid account updates. The solution works with any phone system and is already integrated with several payment processors and gateways.
- Payment by ACH, credit, debit, and pre-paid card
- Cash receipts integration capability
- Unlimited in-bound volume
- Out-bound calling for payment reminders or alerts
- Inbound calls for balance inquiry and payments
- Support for transferring caller to local CSRs
- Real-time balance and payment information
- Support for multiple languages



4. Describe safeguards in place to handle undelivered communications and failed payments

In the event of an undelivered communication or if failed payments occur, CORE has safeguards to handle exceptions. Depending on what area a breakdown occurs, City staff will be notified through an email. For a failed payment on the checkout screen, CORE will notify the customer of the decline immediately, and will direct the customer back to the shopping cart screen for a different tender type selection. For failed auto-payments, the customer will receive an email indicating that they need to manually pay through the URL in the email.

5. Provide information about the ability to control and customize payment rules (method, amount, etc.) for a group of customers meeting common criteria, and for individual customer/accounts

Payment rules can be configured for each specific payment item in scope for this bid. The City can modify payment rules within the CORE Administrator. This can be done at the individual or group level.

6. Describe strategies used to mitigate duplicate payments

The proposed solution includes advanced duplicate payment protections and methods of detecting potentially duplicate transactions. CORE's system contains logic to prevent resubmission of the same transaction through page reloads or unanticipated user navigation through the payment process using session management and transaction tagging.

In addition, CORE can provide the City of Neosho with a method of detecting the reuse of a City-generated unique key. This method ensures that the transaction identifier generated by the City can only be used once in a configurable period of time. CORE also continuously monitors transactions through automated validation in the gateway and CORE Administrator to detect actual and potential duplicate transactions. In the event a transaction is a confirmed duplicate, the system automatically voids one of the transactions. CORE support staff are notified of transactions that are suspected duplicates for human evaluation and action.

Furthermore, the staff will have access to real-time payment information through the CORE Administrator. The UI is designed so that if a customer is attempting to make a payment that has



already been made, the updated account balance (previous payment) will be noticed prior to the duplicate payment commencing.

7. Indicate if all desired payment methods (credit and debit cards, electronic check (ACH)) can be implemented with any payment processing services. Include Celero and other payment processing options

Yes; if the City desires to implement CORE's proposed solution without utilizing CORE Merchant Services, credit and debit card, and eCheck/ACH transactions can be implemented with the selected merchant provider.

E. CSR Interface and Functionality:

1. Describe functionality available for CSRs, cashiers, accounting, and other internal staff that can aid in settling batches, reviewing user profiles, and other features related to portal administration and handling payments and payment batches

1. Batch Settlement and Payment Handling

- Batch Settlement Automation: Automate the batch settlement process to ensure timely and accurate processing of payments. This includes setting up scheduled settlements, manual batch closure, and review of pending transactions.
- Real-time Batch Monitoring: Allow staff to monitor the status of payment batches in real time, including details on completed, pending, or failed transactions.
- Reconciliation Tools: Provide tools for reconciling batches with bank statements and resolving discrepancies. This may include detailed reports on batch contents and audit trails for transactions.

2. User Profile Management

- Profile Creation and Maintenance: Allow staff to create, update, and manage user profiles, including contact information, payment preferences, and history.
- Access Control: Define roles and permissions to ensure appropriate access levels for different types of users, including CSRs, cashiers, and accounting staff.
- Audit Logs: Maintain comprehensive audit logs of all changes made to user profiles, including the user who made the changes and timestamps.



3. Payment Portal Administration

- CORE Administrator: Offers quick access to key metrics, reports, and notifications. This can include payment volume, batch status, user activity, and more.
- Reporting: Enable the generation of reports based on various criteria, such as transaction types, dates, and user actions, to meet specific needs.
- Notification Management: Manage and configure notifications for important events, such as failed transactions, batch closures, or system alerts.

4. Customer Service and Support Tools

- Payment Lookup and History: Allow CSRs to quickly lookup past payments and transaction history for customer inquiries and issue resolution.
- Refund and Adjustment Capabilities: Provide the ability to issue refunds or adjustments directly through the system, with appropriate approval workflows and documentation.

5. Security and Compliance

- Data Encryption and Security: Ensure all sensitive data is encrypted and secure, following industry standards and compliance regulations.
- Compliance Monitoring: Include tools for monitoring compliance with relevant regulations, such as PCI DSS, and generating reports for audits.

F. System Administration:

1. Describe how system administration is organized and the involvement level that will be required from the internal City staff

During implementation and beyond, City of Neosho staff can easily set up administrative controls using the CORE Administrator. If the City prefers not to handle this internally, CORE is also available to provide this service upon request. The CORE Administrator is designed to be user-friendly and intuitive, requiring minimal technical expertise to navigate.





Administrator Portal

Welcome Michael D'Andrea
Last Login Mon, Jul. 29, 2024 at 01:57PM

Search CORE Administrator Search

Home Logout Account Settings

Thu, Aug. 01, 2024 1:23 PM

- Structure
- Content
- Services
- e-Billing
- Social Media & Alerts
- Users**
- My Account
- My Password
- Add
- Modify
- Connections
- Settings
- Assistance

Users

Modify Users

Search

Name

Email

Department / Division

Usergroup

User Type

☐ Show Inactive ☐ Show Deleted

Users 1-25 of 36 Next >

Edit	Delete	Pwd	Status	ID	User	Email	Type	Usergroup	Last Login	Created On	By	Modified On	By
			Active	53	Arnett, Katherine	karnett123@corebt.com	Staff	Content Provider		05/14/24	CM	06/25/24 16:59	KB
			Active	4	Arnett, Kathleen	karnett@corebt.com	eGov	Webmaster	7/2/24 12:54	10/03/23	CM	05/14/24 21:44	CM
			Active	50	Arnett, Kathy	arnettkathy@gmail.com	Staff	Content Provider	5/15/24 13:03	02/16/24	CM	06/25/24 17:06	KB
			Active	46	Baines-McFly, Lorraine	lmcfly@egovstrategies.com	Staff	No Manager Access		01/25/24	GK	01/25/24 14:15	GK
			Active	48	Baldani, Kelly	kbaldani@corebt.com	eGov	Webmaster	7/30/24 15:38	02/05/24	CM	06/25/24 16:53	KB
			Active	20	Berube, Melissa	mberube@corebt.com	eGov	Webmaster	2/7/24 11:54	01/21/24	CM	01/26/24 08:38	CM

2. Describe user roles and permission levels for the internal staff

The CORE Administrator allows for user role-based access by user group, department, and application-specific controls. There are four types of user groups in the CORE Administrator. In descending order of privileges:

- Webmaster
- Project Manager
- Administrator
- User

These levels are used to establish (1) one or more system administrators along with their (2) admin-level delegees, (3) users who have access to items only within their department, and (4) users who have access to items and express application privileges, respectively.

Within each application, users can be granted privileges to conduct certain activities. For online payments, these discreet access controls include to receive notifications such as payment submissions or returns, receive daily transaction summaries, modify a payment form, delete a payment form, accept a payment, issue a void or refund, or view submission details.



G. Cashiering/Accounting Interface and Functionality:

1. Describe the process required to search for a specific payment and available search criteria

City of Neosho staff will access the CORE Reporting Module located in the CORE Administrator and select the transaction report.

Once selected the user will be prompted search criteria including data range, and the following criteria:

- Receipt Number
- First Name
- Last Name
- Payment Amount
- Payment Item
- User Ref ID
- Total Payment Amount
- Merchant Account
- Transaction ID
- Payor Email
- Batch ID

The screenshot displays the CORE Administrator Portal interface. The top navigation bar includes the CORE logo, user information (Welcome Michael D'Andrea, Last Login: Mon Jul 29, 2024 at 01:57PM), and links for Home, Logout, and Account Settings. The left sidebar contains a 'Structure' menu with options like Departments, Divisions, Topics, Subtopics, Categories, Subcategories, Locations, Facilities, Content, Services, e-Billing, Social Media & Alerts, and Users. The main content area is titled 'e-Billing Transaction Report' and features a 'Search Criteria' section. This section includes a 'Date Range' dropdown (set to 'Today'), a 'Scale' dropdown (set to 'Year'), and a 'Search All Clients' checkbox (checked). Below these are input fields for 'Receipt #', 'First Name', 'Last Name', 'Item Amount', 'Total Amount', 'UserRef', 'Trans ID', 'Email', and 'Batch ID'. There is also a 'Merch Acct' dropdown. A 'CNICC Account No.' field is present. A row of checkboxes allows selection of payment sources (Online, Walkup, Telephone, Mail, Autopay, IVR, SMS) and methods (e-Check, Credit Card, Invoice, Cash, Paper Check, Other, Aft Payment, PayPal, Venmo). A 'Type' row includes checkboxes for Sale, Void, Credit, Return, and Chargeback. At the bottom, there are buttons for 'Return to Report Listing', 'Map Report', 'Graph Report', 'Download Short Report', 'Download Report', and 'Run Report'. The report results section shows 'Transactions 0-0 of 0' and a 'Report Summary: \$ 0.00 Item + \$ 0.00 Fees = \$ 0.00'. A red message states: 'No results found. Consider widening the date range within which you searched.'

2. Describe how different payments types made through various payment channels are presented to the internal staff and how they are settled. Indicate if there is a variation in payment settlement because of variability of payment channels and types. Indicate if there is any difference in this functionality related to different payment processing merchants

Payment types are made through one of our many payment channels: including online, over the counter (OTC), IVR, Autopay, text to pay, kiosk, or mailed in payments. All payment channels



appear within CORE reporting as a Source. Staff can run on demand reports and one of the filtering options includes Source type. Settlement occurs by MID and payment type, and through report filtering, City staff can see the details of the settlement by Type & Source.

Variations in payment settlements will differ between electronic settlement types and in-person collections. Electronic settlements such as credit card & eChecks will settle nightly, usually at midnight. If there are any physical deposits (cash & paper checks), those will be deposited manually to the bank through usual business channels.

CORE recommends customers use CORE Merchant Services as it provides an integrated, one stop shop approach, with no difference in functionality across MIDs. However, if the City wants to absorb one MID and pass the service fee along in another, CORE can support this also.

3. Explain if there is an option of consolidating desired payment types in a single interface. Is there a potential to simplify payment processing and reconciliation and reduce City staff manual involvement?

Yes, per card brand rules, transactions with differing MIDs cannot be processed within the same event. However, if the payment types share a MID, they may be processed within a single interface.

Additionally, customers that create a user account can link all their recurring payment types in a single User Account interface. This allows customers to see their entire recurring payment obligations & take advantage of user account features.

CORE offers our CORE Settlement Summary & Detail reports cross-referenced with our merchant statements which will aid and expedite City reconciliation.

4. Describe reconciliation processes, specifically as it pertains to reconciling with CivicPay and/or Springbrook

CORE offers a comprehensive reconciliation process to ensure accuracy and consistency with CivicPay and/or Springbrook. Our system generates detailed settlement reports, which can be matched against bank deposits to verify alignment with bank records. Additionally, Transaction



Detail reports can be run to compare with data from CivicPay and/or Springbrook, ensuring that all transactions align with the expected totals from the host systems

H. Reporting:

1. Describe what canned reports are available and if customization of the canned reports and dashboards is possible. Indicate if reports can be scheduled to be emailed to internal staff, and in what format(s). Indicate if history of communications with the customers is available for reporting

CORE's reporting functionality contains both standard and customized reports. Real-time reporting within the CORE Administrator provides properly authorized staff members with access to 11 standard reports that can be filtered and sorted to meet each department's needs. CORE reporting also includes trend analysis and geocoded plotting of submitted items. All reports can be downloaded on demand or scheduled for export and retrieval via email or SFTP. Additionally, a history of communications with customers is available.

CORE supports custom reporting for any additional information outside of the standard reports. Admins with the proper security levels and permissions have access to the following reports:

Standard Reports

Transaction Report: View submitted transactions (view entire shopping cart).

Item Report: i.e. transactions by the items in each transaction (view item in shopping cart individually).

Declined Transaction Report: View declined transactions and the detailed reasons for the declines.

Settlement Summary Report: View settlement batches. This report is useful for reconciling bank deposits with individual transactions as it relates to the timing of deposits.

Settlement Detail Report: View transaction details grouped by settlement batch. This report is useful for reconciling bank deposits with individual transactions as it relates to the timing of deposits.

Item Summary Report: View totals on a per item basis. This report is useful for reconciling bank deposits with individual payment items for a given period of time.



ACH Return Report: View any returns, NSF's, etc., for payments made by check

Teller Report: View transactions grouped by the teller who collected the transaction

Workflow Report: View the status of items in their assigned workflow

Deposit Report: View items grouped by deposit account. This report is useful for reconciling bank deposits with individual transactions.

User Account Report: View information about user account subscriptions, recurring payments, etc.

All standard and custom reports can also be tailored to filter by any combination of the following:

- Date Ranges (quick-select options for yesterday, this month, last month, this year, etc.)
- Key Values (Receipt #, Name, Email, Amount, User-selected fields – like an Account Number)
- Payment Type
- Merchant Account (MID)
- Transaction Source
- Transaction Method (e-Check, Credit, Debit, Cash, Paper Check)
- Transaction Type (Sale, Void, Credit, Return)

The following search criteria is available across all reports:

- | | |
|------------------|----------------------------|
| • Date Range | • Item Amount |
| • Receipt Number | • Total Amount |
| • UserRef | • Payment Item Name |
| • Trans ID | • Merchant Account |
| • First Name | • Ch/CC Account Number |
| • Last Name | • Source |
| • Email | • Method (CC, eCheck, et.) |

Settlement Reports

CORE's reporting enables authorized staff members to generate various settlement reports to reconcile payments with deposits made into their bank accounts for any type of transaction. The two reports most used for handling reconciliation by our users are below:

Settlement Summary Report

A break-down, by settlement date, of all deposits made into a specific account (referred to as 'settlement batches'). Note that credit card payments and ACH payments for the same merchant account will have separate deposits. The reconciliation process simply involves comparing the net



amount (Sales less any credits) for the estimated funded date against the bank deposit for that specific account for that day.

Settlement Details Report

A more detailed report of all the transactions that comprise a specific settlement batch is listed within the Settlement Details Report. You can view the Settlement Details Report by clicking the batch number. You could also use the Transaction Report to get more detailed information about a specific batch's transactions.

Month End Reports

Reports containing the summary and details are available for viewing at any time. Two of such reports listed above are the Settlement Summary and Detail Reports which provide the data for tracking receipt to payment to the proper settlement accounts. The Transaction Report provides details of individual payments associated with a user's payment and their billing account. When generating a report, filtering criteria breaking down daily, weekly, and monthly details can be applied to each report when applicable. Reports can be printed for facsimile or regular mail. Reports can be generated in real-time, and downloads are available indefinitely.

2. Indicate if direct access to raw data in your solutions is possible. If not, describe how custom data queries can be achieved

Yes, the City of Neosho's raw data is available. Should any reporting requirements not be met with CORE's standard reports, customized reports can be created at the City's request.

I. Miscellaneous*:

1. Describe other system functionality you can offer that is not listed in this RFP

The following services are included in CORE's proposed solution at no additional cost to the City.

User interface Matching

CORE leverages its content management and design experience to allow the City to match the look and feel of each department. This creates a seamless transition from the City's pages to the CORE application server. The advantage of this capability is that more transactions will be



completed online as self-service transactions due to the confidence and trust the UI matching provides constituents.

Using our client Harris County as an example, when residents go to the Harris County Tax Department's site to complete the same tasks as above, the branding of CORE's landing page matches the look and feel of Harris County's website.

Not only does this provide more seamless navigation for the user, but it also builds trust, increases speed-of-pay and drives online payment adoption.



TEXT-2-PAY

- CORE's text message payment system provides customers with the option to receive e-bills via text or e-mail and allows them to make a payment directly from the e-bill reminder or text message without needing to navigate to a web or mobile page.
- Text-2-Pay does not require a card reader or even the latest phone technology. It's truly mobile because customers can carry out these transactions anywhere, anytime, and on any type of cell phone.
- The process is 100% self-service between the customer and CORE.
- Time to payment – Once a customer is enrolled, notifications are sent directly to their mobile device to initiate a bill payment.
- Personalized messaging – Deliver a personalized experience to your customers based on their communication preferences. Customers can decide when to make their payments and receive instant confirmation.



Why Text2Pay Makes Sense for Your Customers



Bill Notifications

CORE's bill notification feature provides the City of Neosho the ability to notify customers of upcoming payment due dates as well as send past due alerts.

- Timely Reminders: By notifying customers of upcoming payment due dates, the City can help reduce late payments and improve cash flow.
- Customer Awareness: Keeping customers informed about their payment status helps them stay on top of their obligations, reducing the likelihood of missed payments.
- Past Due Alerts: Sending alerts for overdue bills ensures that customers are aware of their outstanding balances, which can prompt quicker action to resolve unpaid bills.
- Improved Collection Efficiency: The ability to send automated notifications can streamline the collections process, reducing the need for manual follow-ups and administrative work.
- Enhanced Customer Service: Providing timely and proactive communication improves the customer experience and helps build trust and satisfaction.
- Reduced Delinquency Rates: By reminding customers of their due dates and notifying them of past-due payments, the City can potentially lower delinquency rates and associated costs

EBILL Presentment

CORE's eBill presentment feature provides the City the option to send invoices and billing statements electronically, rather than through traditional paper methods. Customers can view and manage their bills online, often through a secure portal or email notification.

- Cost Savings: Reduces printing and mailing costs associated with paper bills.
- Real-Time Access: Customers can access their billing information instantly, anytime, and from anywhere.



- Environmentally Friendly: Reduces paper usage and waste, contributing to environmental sustainability.
- Enhanced Security: Provides secure access to billing information, often with encryption and authentication measures.
- Integration with Payment Options: Often integrated with electronic payment methods, enabling customers to pay bills online quickly and easily.
- Tracking and Management: Offers features for tracking payment history and managing multiple accounts.

2. Describe suggested marketing strategy to increase customer adoption of online payments. If possible, provide information about the rate of success of these strategies as used by your other customers

Within the first year, CORE clients realize a 25% increase in online payment adoption. CORE provides multiple levels of support and outreach, both external and internal, to ensure a seamless transition to the new platform. These services are provided at no cost to the City.

The CORE Launch Toolkit provides communication templates, social media content, and other marketing collateral that our customers may choose to use before/during their transition to CORE. We have provided the Launch Toolkit in the pages following our proposal.

These assets were developed with the following goals in mind:

- Create awareness/socialize the CORE transition
- Promote a change in mindset and process
- Strongly encourage internal stakeholders to participate in launch and training events
- Provide clarity and transparency during the transition process for both internal stakeholders and external customers.





SPECIALIZED SECURITY SERVICES

SECURITY PROFESSIONAL SERVICES

*2023 Payment Card Industry Data Security Standard Attestation
of Compliance for Onsite Assessments
Service Providers*

PREPARED FOR:

CORE Business Technologies (dba eGov Strategies, LLC)

PROVIDED BY:

Specialized Security Services, Inc.

Presented By:

*Alex Douds, Senior Director, Compliance and Security Services
June 29, 2023*

Dates of Service:

April 17, 2023 – June 30, 2023

Assessor:

Barry Armstead, Director, Cyber Security Compliance Services



Version 3.2.1

June 2018

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information

Part 1a. Service Provider Organization Information

Company Name:	CORE Business Technologies		DBA (doing business as):	eGov Strategies, LLC		
Contact Name:	Jordan Kelly		Title:	VP of IT, Corporate Services		
Telephone:	866-567-2673 x1329		E-mail:	jkelly@corebt.com		
Business Address:	950 Warren Ave Suite 400		City:	East Providence		
State/Province:	Rhode Island	Country:	USA		Zip:	02914
URL:	https://www.corebt.com/					

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	Specialized Security Services, Inc.				
Lead QSA Contact Name:	Barry Armstead	Title:	Director, Cyber Security Compliance Services		
Telephone:	972-378-5554	E-mail:	bvarmstead@S3security.com		
Business Address:	4975 Preston Park Boulevard, Suite 510	City:	Plano		
State/Province:	Texas	Country:	USA	Zip:	75093
URL:	http://www.s3security.com				

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed: eGov Manager / EBPP

Type of service(s) assessed:

Hosting Provider:

- ☒ Applications / software
- ☐ Hardware
- ☒ Infrastructure / Network
- ☐ Physical space (co-location)
- ☐ Storage
- ☒ Web
- ☐ Security services
- ☐ 3-D Secure Hosting Provider
- ☐ Shared Hosting Provider
- ☐ Other Hosting (specify):

Managed Services (specify):

- ☐ Systems security services
- ☐ IT support
- ☐ Physical security
- ☐ Terminal Management System
- ☐ Other services (specify):

Payment Processing:

- ☐ POS / card present
- ☒ Internet / e-commerce
- ☐ MOTO / Call Center
- ☐ ATM
- ☐ Other processing (specify):

☐ Account Management

☐ Fraud and Chargeback

☐ Payment Gateway/Switch

☐ Back-Office Services

☐ Issuer Processing

☐ Prepaid Services

☐ Billing Management

☐ Loyalty Programs

☐ Records Management

☐ Clearing and Settlement

☐ Merchant Services

☒ Tax/Government Payments

☐ Network Provider

☐ Others (specify):

Note: These categories are provided for assistance only and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.

Part 2a. Scope Verification *(continued)*

Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed: Not Applicable

Type of service(s) not assessed:

Hosting Provider:

- ☐ Applications / software
- ☐ Hardware
- ☐ Infrastructure / Network
- ☐ Physical space (co-location)
- ☐ Storage
- ☐ Web
- ☐ Security services
- ☐ 3-D Secure Hosting Provider
- ☐ Shared Hosting Provider
- ☐ Other Hosting (specify):

Managed Services (specify):

- ☐ Systems security services
- ☐ IT support
- ☐ Physical security
- ☐ Terminal Management System
- ☐ Other services (specify):

Payment Processing:

- ☐ POS / card present
- ☐ Internet / e-commerce
- ☐ MOTO / Call Center
- ☐ ATM
- ☐ Other processing (specify):

☐ Account Management

☐ Fraud and Chargeback

☐ Payment Gateway/Switch

☐ Back-Office Services

☐ Issuer Processing

☐ Prepaid Services

☐ Billing Management

☐ Loyalty Programs

☐ Records Management

☐ Clearing and Settlement

☐ Merchant Services

☐ Tax/Government Payments

☐ Network Provider

☐ Others (specify):

Provide a brief explanation why any checked services were not included in the assessment:

Not Applicable

Part 2b. Description of Payment Card Business

Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.

Core Business Technologies (eGov) provides services to clients that are based in the government space and have a need for managing their online presence. This includes hosting, content management software (CMS), and facilitating payments for client services.

Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.

The Core Business Technologies (eGov) portal collects all payments via their eCommerce platform and forwards them directly to the designated payment processor.

Core Business Technologies (eGov) processes payments to facilitate services needed for local government clients. This could include payments for items such as licensing, fines, or taxes.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country):
Corporate Offices	1	Indianapolis, IN
Data Center	1	Indianapolis, IN

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? ☒ Yes ☐ No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
eGov Manager	6.5	CORE Business Technologies	☐ Yes ☒ No	

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- Connections into and out of the cardholder data environment (CDE).
- Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.

The cardholder data flow is received from the Core Business Technologies CMS customer portal. The request is processed and then transmitted to one of three payment processors. There is no storage of cardholder data. The environment consists of web servers (Windows/Linux) and systems or devices that provide security for the cardholder data environment.

Does your business use network segmentation to affect the scope of your PCI DSS environment?

(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

☒ Yes ☐ No

Part 2f. Third-Party Service Providers

Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated? ☐ Yes ☒ No

If Yes:

Name of QIR Company: Not Applicable

QIR Individual Name: Not Applicable

Description of services provided by QIR: Not Applicable

Does your company have a relationship with one or more third-party service providers (for example, Qualified Integrator Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated? ☒ Yes ☐ No

If Yes:

Name of service provider:	Description of services provided:
Fidelity Information Services (FIS)	Payment Processor
PayPal	Payment Processor
TYSY (Global Payments Direct, Inc.)	Payment Processor
DataBank	Data Center Services / Co-Lo
Amazon Web Services (AWS)	Cloud Hosting Services

Note: Requirement 12.8 applies to all entities in this list.

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as “Not Tested” or “Not Applicable” in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as “Not Tested” or “Not Applicable” in the ROC.
- **None** – All sub-requirements of that requirement were marked as “Not Tested” and/or “Not Applicable” in the ROC.

For all requirements identified as either “Partial” or “None,” provide details in the “Justification for Approach” column, including:

- Details of specific sub-requirements that were marked as either “Not Tested” and/or “Not Applicable” in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:		eGov Manager / EBPP		
PCI DSS Requirement	Details of Requirements Assessed			
	Full	Partial	None	Justification for Approach (Required for all “Partial” and “None” responses. Identify which sub-requirements were not tested and the reason.)
Requirement 1:	☐	☒	☐	1.2.2 – Not Applicable. CORE eGov does not operate routers in the PCI CDE. 1.2.3 – Not Applicable. Wireless is not in scope. 1.3.6 – Not Applicable. Cardholder Data (CHD) is not stored.
Requirement 2:	☐	☒	☐	2.1.1 – Not Applicable. Wireless is not in scope. 2.6 – Not Applicable. Core eGov is not a shared hosting provider.
Requirement 3:	☐	☐	☒	All – Not Applicable. Cardholder Data (CHD) is not stored.
Requirement 4:	☐	☒	☐	4.1.1 – Not Applicable. Wireless is not in scope.
Requirement 5:	☒	☐	☐	
Requirement 6:	☐	☒	☐	6.4.3 – Not Applicable. There are no live PANs in the CORE eGov production and testing environments. 6.4.6 – Not Applicable. No significant changes have occurred.
Requirement 7:	☒	☐	☐	
Requirement 8:	☐	☒	☐	8.5.1 – Not Applicable. CORE eGov does not have access to customer environments. 8.7 – Not Applicable. Cardholder Data (CHD) is not stored.

Requirement 9:	☒	☐	☐	
Requirement 10:	☐	☒	☐	10.2.1 – Not Applicable. Cardholder Data (CHD) is not stored.
Requirement 11:	☒	☐	☐	
Requirement 12:	☒	☐	☐	
Appendix A1:	☐	☐	☒	All – Not Applicable. Core eGov is not a shared hosting provider.
Appendix A2:	☐	☐	☒	All – Not Applicable. Core eGov does not use early TLS or SSL versions.

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	June 16, 2023	
Have compensating controls been used to meet any requirement in the ROC?	☒ Yes	☐ No
Were any requirements in the ROC identified as being not applicable (N/A)?	☒ Yes	☐ No
Were any requirements not tested?	☐ Yes	☒ No
Were any requirements in the ROC unable to be met due to a legal constraint?	☐ Yes	☒ No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated June 16, 2023.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (**check one**):

☒	Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby CORE Business Technologies (dba eGov Strategies, LLC) has demonstrated full compliance with the PCI DSS.				
☐	Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby ____ has not demonstrated full compliance with the PCI DSS. Target Date for Compliance: An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with the payment brand(s) before completing Part 4.</i>				
☐	Compliant but with Legal exception: One or more requirements are marked “Not in Place” due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand. <i>If checked, complete the following:</i> <table border="1"> <thead> <tr> <th>Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>	Affected Requirement	Details of how legal constraint prevents requirement being met	N/A	N/A
Affected Requirement	Details of how legal constraint prevents requirement being met				
N/A	N/A				

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

☒	The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures</i> , Version 3.2.1, and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
☒	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
☒	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
☒	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

- ☒ No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY system reviewed during this assessment.
- ☒ ASV scans are being completed by the PCI SSC Approved Scanning Vendor Tenable (#5049-01-12).

Part 3b. Service Provider Attestation



Signature of Service Provider Executive Officer ↑

Date: 06/29/2023

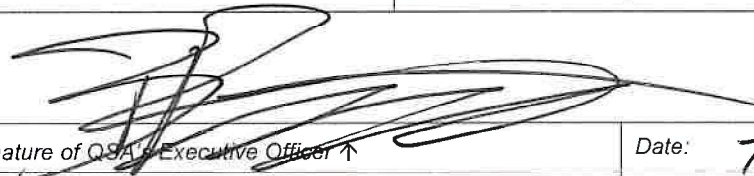
Service Provider Executive Officer Name: Jordan Kelly

Title: VP of IT, Corporate Services

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:

Specialized Security Services, Inc. performed the security assessment and prepared the Report on Compliance in accordance with the PCI DSS 3.2.1 Guidelines.



Signature of QSA's Executive Officer ↑

Date:

7/10/23

QSA's Executive Officer Name: Bill Rutherford

QSA Company: Specialized Security Services, Inc.



Signature of QSA ↑

Date: 6/29/2023

QSA Name: Barry Armstead

QSA Company: Specialized Security Services, Inc.

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel, and describe the role performed:

Not Applicable

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for “Compliant to PCI DSS Requirements” for each requirement. If you answer “No” to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If “NO” selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	☒	☐	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	☒	☐	
3	Protect stored cardholder data	☒	☐	
4	Encrypt transmission of cardholder data across open, public networks	☒	☐	
5	Protect all systems against malware and regularly update anti-virus software or programs	☒	☐	
6	Develop and maintain secure systems and applications	☒	☐	
7	Restrict access to cardholder data by business need to know	☒	☐	
8	Identify and authenticate access to system components	☒	☐	
9	Restrict physical access to cardholder data	☒	☐	
10	Track and monitor all access to network resources and cardholder data	☒	☐	
11	Regularly test security systems and processes	☒	☐	
12	Maintain a policy that addresses information security for all personnel	☒	☐	
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers	☒	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	☒	☐	



CUSTOMER LAUNCH TOOLKIT

v. OCTOBER 2022



866.567.CORE (2673) | [COREBT.COM](https://corebt.com)

INTRODUCTION

The CORE Launch Toolkit provides communication templates, social media content, and other marketing collateral that our customers may choose to use before/during their transition to CORE. These assets were developed with the following goals in mind:

- Create awareness/socialize the CORE transition
- Promote a change in mindset and process
- Strongly encourage internal stakeholders to participate in launch and training events
- Provide clarity and transparency during the transition process for both internal stakeholders and external customers

USING THE TOOLKIT

Below is list of templates that we currently offer:

- [Email Templates – Internal Stakeholders](#)
- [Email Templates – External Customers](#)
- [Social Media](#)
- [Print Assets](#) (bill flyers, table toppers, posters, etc)

PROVIDING FEEDBACK & SHARING

If you have suggestions for additional launch materials that you would like or have feedback on existing assets, please reach out to your CORE Implementation Project Manager or Customer Success Manager (CSM).

EMAIL TEMPLATES

Email templates for **INTERNAL
STAKEHOLDERS** to drive training and
engagement opportunities

COMMUNICATION MATRIX: Internal

EMAIL	TIMEFRAME & PURPOSE	AUDIENCE	SENDER
<u>CORE Announcement</u>	Contract signed - share with internal team that CORE is the new payment & engagement solution	Department-wide	Executive / leader
<u>Join the core launch team</u>	Kickoff - invite key stakeholders to the implementation / launch team who will own and drive all launch activities	Launch team members	Executive / leader
<u>Launch team kickoff event</u>	invite launch team to internal kickoff event	Launch team members	Champion // Launch team leader
<u>Reminder launch team kickoff event</u>	Reminder to launch team re: kickoff event	Launch team members	Champion // Launch team leader
<u>Core training begins</u>	Per launch team schedule - ensure that internal team using CORE has adequate training, driving adoption	Main team using CORE	Champion // Launch team leader
<u>Core launch</u>	Week prior to CORE launch	Users of CORE // Department-wide	Champion // Launch team leader
<u>The key to making core work</u>	Post launch - bookend email from leader thanking team for engaging in training + launch activities and encouraging continued usage	Users of CORE // Department-wide	Executive / leader

CORE ANNOUNCEMENT

internal socialization

post contract signing

- **Sent by** - executive / leader
- **Sent to** – department-wide

Purpose - share with internal team that CORE is the new payment & engagement solution

corebt.com

866-567.CORE (2673)



Hi All,

Great news! After a thorough evaluation process, we have selected CORE as our [solution purchased] solution. The team at **CORE** will partner with us to understand our workflow and processes and will deliver a configured system to help us achieve our goals.

WHO IS CORE?

Check out their [website >](#)

Here is what we will accomplish with **CORE** :

[Business Goal 1] (e.g. better citizen experience)

[Business Goal 2] (e.g. fiscal planning)

[Business Goal 3] (e.g. increased visibility for end-to-end payments)

We are putting together a primary team to ensure that our recently acquired payment and engagement tool will help us achieve our goals. Our champion and main point of contact for everyone internally and externally is [Name, email]. We will provide more details, such as a launch date, in the coming weeks as we engage with the **CORE** Implementation Team. Needless to say, we are excited and eager to get started!

If you have any questions, please let me or [champion] know. The primary team hopes to have your support as we adopt **CORE**.

Thank you,
[insert signature]

JOIN THE CORE LAUNCH TEAM

internal socialization

Invite to join launch team

- **Sent by** - executive / leader
- **Sent to** – select few invited to launch team

Purpose – invite key stakeholders to the implementation / launch team who will own and drive all launch activities

corebt.com

866-567.CORE (2673)



Hi All,

We are excited about a very important initiative that will allow [department, team, or company] to enhance our constituents’ payment experience much more effectively. **CORE** is a leader in payment and engagement experiences for local government agencies and utilities and will enable us to [list main objectives].

LEARN MORE ABOUT CORE

Check out their website >

Here is what we will accomplish with CORE:

[Business Goal 1] (e.g. increased visibility of workload)

[Business Goal 2] (e.g. fiscal planning)

[Business Goal 3] (e.g. single work request/intake method)

I would also like to invite you to join the **CORE** Implementation Team as an instrumental resource in preparing for our launch. Over the next [insert timeframe], we will complete **CORE** training, become familiar with the tools, and configure the system to address our specific objectives. You will receive an invitation to our kickoff meeting shortly and other information regarding your role in the implementation plan.

I look forward to your support of this important initiative and your positive influence as we work together to make **CORE** a success.

Thank you,
[insert signature]

LAUNCH TEAM KICKOFF EVENT

internal socialization

Invite launch team to kickoff event

- **Sent by** - champion
- **Sent to** – launch team members

Purpose – invite launch team
to internal kickoff event

corebt.com

866-567.CORE (2673)



Hi All,

As you already know, [department, team, or company] will begin using **CORE** as our new payments and engagement platform. You are invited to a kick-off event on [date and time] in [location]. This is your best opportunity to learn more about **CORE**, how we will be accepting, processing and reconciling payments.

At this meeting, we will introduce the CORE implementation team, which will consist of [internal key stakeholder names + titles] and [name + title of CORE stakeholders] from the **CORE** Transition Team, as well as colleagues from the ///[District/School/Department] who will assist with the support.

A calendar invite will follow shortly. We look forward to seeing you at the event and working together to transition to **CORE**.

Thank you,
[insert signature]

REMINDER LAUNCH TEAM KICKOFF EVENT

internal socialization

reminder Invite to kickoff event

- **Sent by** - champion
- **Sent to** – launch team members

Purpose – invite launch team to internal kickoff event

corebt.com

866-567.CORE (2673)



Hi All,

As you already know, [department, team, or company] will begin using CORE as our new payments and engagement platform. You are invited to a kick-off event on [date and time] in [location]. This is your best opportunity to learn more about **CORE**, how we will be accepting, processing and reconciling payments.

At this meeting, we will introduce the CORE implementation team, which will consist of [internal key stakeholder names + titles] and [name + title of CORE stakeholders] from the CORE Transition Team, as well as colleagues from the ///[District/School/Department] who will assist with the support.

This is a reminder to join us for our **CORE** transition kick-off event on [XX, from XX in XX.]. We strongly encourage you to attend to learn more about how your courses will be migrated from [CURRENT SYSTEM] to **CORE**, and how to receive support during this migration.

During the kick-off event, we will introduce the support team, which will consist of [internal key stakeholder names + titles] and [name + title of CORE stakeholders] from the CORE Transition Team, as well as colleagues from the ///[District/School/Department] who will assist with the support.

We look forward to seeing you at the event. [mention swag, giveaways, prizes, certification or any other incentive that may be included]

Thank you,
[insert signature]

CORE TRAINING BEGINS

internal socialization

training schedule

- **Sent by** - champion
- **Sent to** – main team using CORE

Purpose – ensure that internal team using CORE has adequate training opportunities, which drives adoption

corebt.com

866-567.CORE (2673)



Hello Team!

CORE will be launched on [go-live date]! Here's how you can be ready!

While **CORE** is intuitive and easy to use, there are a few things you'll want to know before you get started and we've got the training to get you there! Starting TODAY, you can register for one of the upcoming Team Member training options:

TAKE THE TEAM MEMBER TRAINING COURSE

View a [Team Member session](#) online. It will provide useful information on how to personalize your settings and profile as well as navigate through the tool.

SAVE THE DATE!

On [training dates], our in-house trainer, [name], will be walking you through how to use **CORE** to accept, process, and reconcile payments and get more high fives for all you do. You will be receiving a calendar invite for [# of sessions] different sessions. Choose the date and time that works best for you.

Be smart. Be prepared. We go live in just [# of days] days!

Thank you,
[insert signature]

CORE LAUNCH

internal socialization

launch date announced

- **Sent by** - champion
- **Sent to** – users of CORE

Purpose – provide end users with final launch date and scheduled training dates

corebt.com

866-567.CORE (2673)



Hello Team!

I'm excited to announce we've set [\[go-live date\]](#) as the launch date for **CORE**! Our implementation team has been working hard to configure CORE to make your workday better and we are ready to show you what it can do. As a reminder, please plan to attend one of the following training sessions:

[\[Session 1\]](#)

[\[Session 2\]](#)

[\[Session 3\]](#)

I am confident you'll find this tool easy to use and a HUGE improvement on our existing process. Just prior to launch, you'll receive an email with a subject line to the effect of, "[\[Champion/System Admin\]](#) would like to work with you in CORE."

HERE'S HOW TO LOGIN:

When you click on the "Get Started" button in the email, **CORE** will open in a new browser tab

Create a password.

YOU'RE IN!

Once **CORE** launches, our implementation team will be available to answer any questions you might have, but I think you'll find that once you get in and begin clicking around, it is quite intuitive.

Please let me know if you have any questions in advance of the launch. See you in training!

Thank you,
[insert signature]

THE KEY TO MAKING CORE WORK

internal socialization

post launch

- **Sent by** - executive / leader
- **Sent to** - internal team supporting / using / have access to CORE

Purpose – bookend email from leader thanking team for engaging in training, + launch activities and encouraging continued usage

corebt.com

866-567.CORE (2673)



Hi All,

First, a big THANK YOU to everyone for all your efforts in making the **CORE** launch a success. Collectively, we've put in a lot of time and thought into how to improve the way we work, and I am excited to see the results.

Hats off to [Trainer] for the informative training sessions. If you feel additional training would be helpful, please reach out to [Champion]. The CORE help site is another useful resource. Navigate to [\[insert URL\]](#) and type a topic in the search bar. There are loads of articles and videos to help you.

*The key to making **CORE** work is actively leveraging the automated configurability of the solution that we have designed to securely improve our workflows.*

Remember, our goal with **CORE** is to make your workday better, elevate our citizens' payment experience, and bring granular visibility to all the payment transactions that our agency accepts and processes, and ultimately, automatically reconcile those transactions so we can help our team collaborate on other initiatives that help our constituents. I am confident if we all use this tool as intended, we'll all benefit as a result.

One of the reasons we selected **CORE** is that it is configurable to our business processes. If you come across something you think could be improved, please don't hesitate to share that idea with [Champion].

Thanks again for your efforts in making this initiative a success!

EMAIL TEMPLATES

Email templates for **EXTERNAL CUSTOMERS**
to drive awareness and socialize benefits of
using a new, improved platform

COMMUNICATION MATRIX: External

EMAIL	TIMEFRAME & PURPOSE	AUDIENCE	SENDER
<u>Core is coming</u>	Intro to CORE + launch date	Customers	Agency
<u>Reminder core is coming</u>	Reminder of re: launch date	Customers	Agency
<u>A new channel for payments</u>	Information regarding new channel/option for payment acceptance	Customers	Agency

CORE IS COMING

external socialization

lead up to launch

- **Sent by** - agency
- **Sent to** - customers

***Purpose** – intro to CORE + launch date*

We're pleased to announce that [company name] is bringing in **CORE**, the leader in payment and engagement solutions for utilities and local government. What is **CORE**? Simply put, it is a modern payment platform that that will help us enhance your payment experience by optimizing how we accept, process and reconcile all the payments we receive from you for the different programs and services that [company name] provides to our community. Think: easier payments.

LEARN MORE ABOUT CORE

Check out **CORE**'s website to [learn more about them >](#)

Our goals for implementing **CORE** are:

- [Business Goal 1] (e.g. increased visibility of workload)
- [Business Goal 2] (e.g. fiscal planning)
- [Business Goal 3] (e.g. a single work request or intake method)

As a citizen you'll be able to:

- [e.g. Have greater visibility into your payments]
- [e.g. Eliminate the need to come into the office to pay]

You'll be hearing more about **CORE** in the coming weeks. We appreciate your support and look forward to feedback. For more information about **CORE** please visit [\[insert url\]](#) .

Thank you,
[insert signature]

corebt.com
866-567.CORE (2673)



REMINDER CORE IS COMING

external socialization

reminder of launch + dates

- **Sent by** - agency
- **Sent to** - customers

Purpose – reminder of key dates, launch of CORE, setup account

[company name] is excited to announce the upcoming launch of our new payments platform, **CORE**! As [company name] to modernize how we engage with our community, we

Why is this great news?

- Improved payment options that match your lifestyle, without sacrificing any security
- Consistent payment experience – regardless of how you pay: at the counter, over the phone or online
- Greater security through a trusted partner with over 30 years in the business

What's next?

We have sent an insert with your monthly bill with more information on how to signup for your account at [insert url]. The same information is attached to this email. We encourage you to sign up at [insert url] as soon as possible so you can start receiving (and paying) your bills online. And yes, you can even setup email or text reminders and auto-recurring payments, so you won't have to worry about missing another payment!

Important dates to remember:

- Today: watch short training video to signup for your account
- [add additional reminders]
- [important dates for transitions]

Thank you for UNDERSTANDING the importance and value of this program. Thank you for SUPPORTING the implementation of it.

We look forward to EMPOWERING you to own your own payment options and hope you ENJOY this new tool and all that it offers.

corebt.com

866-567.CORE (2673)



A NEW CHANNEL FOR PAYMENTS

external socialization

informational re: text2pay

- **Sent by** - agency
- **Sent to** - customers

Purpose – information regarding new channel/option for payment acceptance

corebt.com

866-567.CORE (2673)



[company name] is excited to announce that we are introducing a new way to make your [payment use case] payments. You now have the option to pay via [payment type]!

Why is this great news?

- Payment options that match your lifestyle,, on the device you choose
- Easy-to-use option to make your payments when they are due – say goodbye to late or missed payments
- Peace of mind from best-in-class security from a trusted partner with over 30 years in payments

How does it work?

1. We will send you a text requesting payment
2. [insert screenshots + instructions]

We look forward to EMPOWERING you to own your own payment options and hope you ENJOY this new way to make payments.

SOCIAL MEDIA TEMPLATES

*Social media templates for **EXTERNAL CUSTOMERS** to drive awareness and socialize benefits of using a new, improved platform*

CUSTOMER LAUNCH TOOLKIT: Social Media Ads

The artwork for any of these examples are available in psd and jpgs in a variety of social media platform sizes.

How do I use these files/images?

Pick your favorite design(s), add your logo + url (by accessing the editable files linked below) and post them on your social media platform.

How can I get the editable files?

- [Illustrator](#)
- [Photoshop](#)
- [Static images](#)

Facebook, Instagram, Tiktok

- | | |
|----------------------|---------------|
| <i>Regular Post:</i> | <i>Story:</i> |
| • 1080 x 1350 | • 1080 x 1920 |
| • 1200 x 1200 | |

LinkedIn

- Photos:*
- 1200 x 627
 - 1080 x 1080
 - 1080 x 1350

Pinterest

- Photos:*
- 735 x 1102
 - 1000 x 2100

Twitter

- Photos:*
- 1600 x 900
 - 1080 x 1080



PRINT ASSET TEMPLATES

*Print asset templates for **EXTERNAL CUSTOMERS** to drive awareness and socialize benefits of using a new, improved platform*

CUSTOMER LAUNCH TOOLKIT:

Bill Inserts

The artwork for any of these examples are available as Illustrator files and include all bleeds for your print vendor.

How do I use these files/images?

Pick your favorite design(s), add your logo + url (by accessing the editable files linked below) and send the file(s) directly to your printer.

How can I get the editable files?

[Artwork for “Your New Billing System”](#)

[Artwork for “Pay Your Way”](#)

[Artwork for Trio](#)

4/0 Flyer Built In Illustrator

Specs:

- 8.25in x 3.5in with 0.125in bleeds.
- 4/0 CMYK







HOW CORE HELPED WCCD MAKE PAYMENTS EASY AND EFFICIENT FOR CUSTOMERS AND STAFF

AGENCY NAME West Central Conservancy District (WCCD)

LOCATION Avon, Indiana

AGENCY TYPE Special District

DEPARTMENT Finance

SOLUTIONS ONLINE PAYMENTS, PAYMENT PROCESSING, EBILLING



**2X INCREASE
IN ONLINE
PAYMENTS IN
5 YEARS**

**75% IN
SAVINGS FROM
SWITCHING TO
EBILLING**

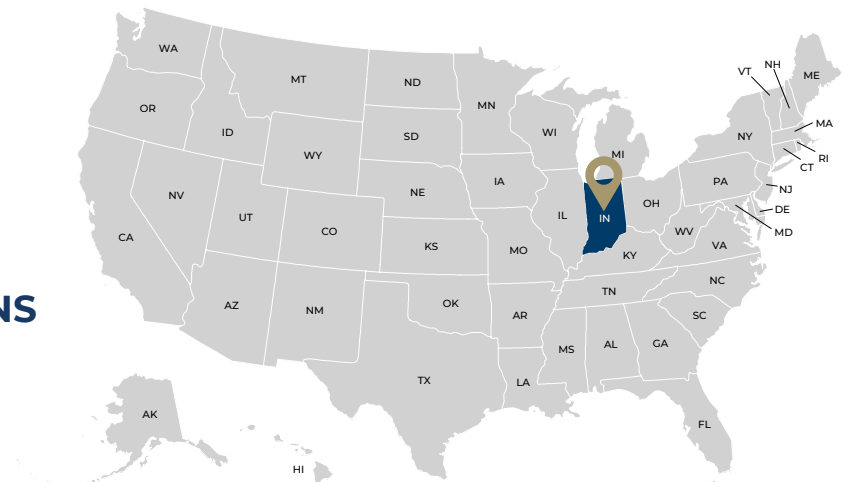
**80% EBILL
ADOPTION**



**50% REDUCTION IN
STAFFING COSTS**



**\$3.7M IN TRANSACTIONS
WITH CORE IN 1 YEAR**



“We’ve been so very highly satisfied with CORE for the 15+ years we’ve been using their solutions. We have no complaints.”

”

AARON RIGGLE
Finance Assistant, WCCD

EXECUTIVE SUMMARY

Before using CORE, the West Central Conservancy District (WCCD)—a wastewater utility company in Avon, Indiana—only accepted payments manually. A team of four in the billing department was responsible for opening mail from nearly 10,000 customers every month, marking payments manually and driving deposits to their local bank. Credit card numbers were stored in a safe at the office, increasing risk for both customers and employees.

After implementing CORE, WCCD modernized the entire customer experience with an updated, user-friendly website, online payment options for ACH, credit cards, and debit cards, paperless billing, and so much more. Today growing to nearly 13,000 customers, the billing team of two can manage the entire process, overseeing \$3.7M in transactions in just one year, a 2x increase in payments in just 5 years, 80% eBill adoption, and 75% of paper billing saved, which helped WCCD prevent a monthly increase in sewage rates for freeholders.



CHALLENGE

From 1992 until 2008, the West Central Conservancy District (WCCD)—a water sewage company in Avon, Indiana—was stuck in an outdated, manual, and time-consuming billing process. Aaron Riggle, the Finance Assistant at WCCD, shared, “Before CORE, we manually posted each check to each account. We did not have a website, so consumers had to manually mail their payments every month.” This process required at least four billing employees to open each piece of mail, record every payment, and drive each check to the bank to make a deposit.

This process presented a few challenges for both WCCD and their customers:

NO EASY OR FAST WAY TO MAKE PAYMENTS

Customers were required to mail in their payments every month. By requiring mailed payments, customers were inevitably late with payments and frustrated with the experience. “We had customers needing more efficient payment options,” said Aaron.

HIGHER RISK FOR FRAUD AND DATA ENTRY ERROR

For customers that wanted to use their credit cards to run a payment every month (an older version of an automatic payment), WCCD stored credit card information on their premises, in accordance with the Red Flag Rule. “We had to manually run the old automatic payment process,” said Aaron. “And due to the Red Flag Rule, we had to retain credit card information locked in a safe in our office.” This process increased the risk for both customers and employees.

TOO MUCH MANUAL WORK TO PROCESS PAYMENTS

After opening the mail to record payments, the billing staff then required to drive those checks to the bank, or rely on a Bank Courier. “We had a lot of customers which meant we had a lot of mail to open every month,” said Aaron. “There was a lot of manual work required to process and deposit each check.”

SOLUTION

After implementing CORE, WCCD saw incredible, immediate results. CORE helped WCCD offer customer-focused payment options with an online payment process, a reduction in resources needed to manage payments, automation, reduced fraud risk, and a redesigned, user-friendly website.

CUSTOMER-FOCUSED PAYMENT OPTIONS

With CORE, WCCD now offers customer-focused payment options including ACH, credit cards, and debit cards. "Customers can make their payments online, a much more efficient option than what we used to offer," said Aaron.



A REDUCTION IN LABOR TO PROCESS PAYMENTS

What once required a department of 4 to manage payments now only requires 2, a 50% reduction in labor for billing. "We weren't trying to get rid of employees, but as things became more efficient, we didn't have to replace them after they left or retired," said Aaron. Saving WCCD the cost of two employees has only helped with resourcing, it's helped with the bottom-line.

“Customers can make their payments online, a much more efficient option than what we used to offer.”

AARON RIGGLE
Finance Assistant, WCCD

REDUCED FRAUD RISK

CORE's online payment system has helped the WCCD reduce their risk of fraud tremendously. Now customers make their payments online, eliminating the need to store credit card information in the safe on-site. "CORE helped us get an automated system that just works through our website. Now the customer maintains all of their information and we don't have to retain payment information anymore," said Aaron. "CORE takes a lot of risk off of us and that's really helpful."

AUTOMATED PROCESSES

With CORE, WCCD doesn't have to rely on manual processes for payments. No more opening up mailed checks every month, driving to the bank to manage deposits, or manually matching up check payments to customer accounts. Instead, the online system helps customers make their own payments, truly automating automatic payments. Aaron shared, "Compared to what we had before CORE, we've been able to automate a lot of processes. Now our online payments and ACH payments all come in together. In the past we had to separate those, even in the reconciling process. We don't have to do that anymore, especially with CORE's reporting."

A REDESIGNED WEBSITE EXPERIENCE

After launching their original online payment option years ago, the WCCD team did a minor redesign. "We changed a few pictures and a few other smaller things, but it wasn't enough of a change," said Aaron. "We wanted something more up-to-date and modern that was crisp and efficient. Our old website wasn't bad, but it just wasn't the most user-friendly option we knew we could have." Working with CORE, they rolled out a completely new website design, built to help customers make payments quickly and easily. "The website redesign went so smoothly that we were amazed," said Aaron. "And after the new website was rolled out, we even got compliments from our customers saying they really liked the new design."

A TRUE PARTNERSHIP WITH CORE

The 15+ years WCCD has worked with CORE have helped build an incredible, true partnership. "I don't feel like there's anything we can ask that CORE wouldn't at least look into doing," said Aaron. "We've always had such a good experience with any project that we've worked on with CORE." And their relationship with their account manager has been built on trust. "I feel like our account rep at CORE has our best interest at heart. They keep us informed about what CORE is working on and suggest things that they know we need or might be interested in. It never feels pushy or salesy," said Aaron.



RESULTS

Today, WCCD uses CORE to see clear, measurable results like:



2X INCREASE IN PAYMENTS IN JUST 5 YEARS

With easier payment options—ACH, credit cards, and debit cards—and a user-friendly website, WCCD has seen an increase from 30% to 60% in online payments in just the last 5 years.

50% REDUCTION IN STAFFING COSTS

CORE has helped WCCD reduce staffing needs to manage the billing process from 4 employees to just 2 employees.



“Our citizens just expect this level of payment modernization because it’s what they see in their daily lives.”

MELANIE COWAN
Juab County Treasurer

\$3.7M IN TRANSACTIONS WITH CORE IN 1 YEAR

In just one year, WCCD has processed \$3.7M in transactions with CORE, equating to more than 65,000 payments.

80% EBILL ADOPTION SAVING 1/3 COST OF PAPER BILLING

By reaching an 80% adoption rate for eBilling, WCCD has saved 75% of the cost of paper billing. This savings has helped WCCD eliminate the need to increase monthly sewage rates for freeholders.

“ I feel like our account rep at CORE has our best interest at heart. They keep us informed about what CORE is working on and suggest things that they know we need or might be interested in. It never feels pushy or salesy, ”

AARON RIGGLE
Finance Assistant, WCCD

“ Anytime there’s something we see that we want to change or upgrade, CORE is very open to the conversation. I don’t think we’ve ever run into a situation where CORE came back to us and said it’s not possible to do it. They always help us find a solution. ”

AARON RIGGLE
Finance Assistant, WCCD

TRANSFORM YOUR PAYMENT EXPERIENCE



PCI-DSS Level-1 Compliant Platform



Anywhere, anytime, any device access



Actionable reporting and insights



corebt.com



866.567.CORE (2673)



950 Warren Avenue, Suite 400,
East Providence, RI 02914





DIGITAL CONVENIENCE

Results in Savings over 20%
in Print Costs Using CORE

Agency Name Davenport

Location Iowa

Agency Type City

Department Finance

Solutions eBilling, IVR, ACH, Online Form

STREAMLINED

20% Annual Savings
For Print / mail Costs

INCREASED

Online Applications
& Payments

IMPROVED

Citizen Experience With
A Focus On Convenience



0% DOWNTIME

With CORE's IVR



FAST CHECKOUT

Experience for customer billing
and application submissions



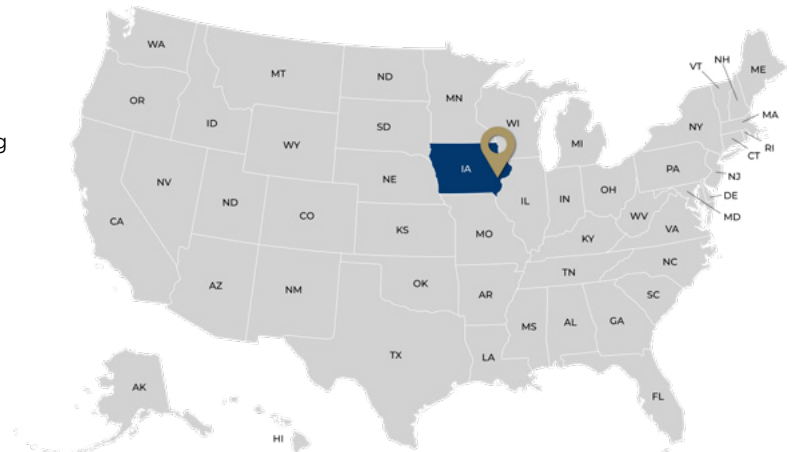
20% SAVING

In costs to print
and mail invoices



24/7

Anytime, anywhere, any
device access



“CORE is user-friendly and convenient for our customers, and provides our staff with a robust solution. It gives our customers and staff convenient and flexible online payments and form experience.”

JIM ODEAN

Assistant Finance Director for the City of Davenport

CHALLENGE

Prior to CORE, the City of Davenport printed and mailed every invoice to its citizens and had only paper business applications. Customers completed and submitted them either in person or mailed them to their offices, which required business owners to drive across town to pick up applications, drop off payments, sign paperwork, and ensure the office was open. The entire process had to be completed either in person or via mail.

WHAT RESIDENTS WANTED

The City received feedback from business owners and residents who wanted a more convenient, accessible, and modern method to make payments to the City. Many residents wanted to manage their transactions online, and they wanted the City to offer that option.

WHAT LOCAL BUSINESS OWNERS WANTED

Local business owners echoed the residents' requests for a better way to manage and pay for licenses. For the City staff, routing paper applications and invoices through different departments required a lot of manual processes.

EFFECTS OF COVID-19 PANDEMIC

With the COVID pandemic, the City accelerated their transition to online payments. As their in-person payment acceptance was no longer an option, they still needed to accept payments from residents. Jim shared, "When COVID-19 started, we put everything we could online. We tried to move everything we could into a process with CORE to offer our residents a safer, more convenient experience."

“

“Everything was on paper. People would have to come into our office and get an application to fill it out and then submit it to us, [...] We had customers providing feedback that wanted to do this online. They didn't want the inconvenience of coming to our office to complete the application or make payments. Customers want to receive their utility bill via email.”

JIM ODEAN

Assistant Finance Director for the City of Davenport

”

SOLUTION

Initially, the City started accepting payments slowly online. But over time, they added different products from CORE. **“When we started using CORE, we accepted online payments, then we added eBilling, followed by IVR and ACH payments,”** said Jim.

The City has also expanded their offerings to citizens by using CORE for online forms. By offering business license forms and the corresponding fee payment options online, the experience for local business owners has increased dramatically. Integration to their billing system has helped the City of Davenport verify new residents when they apply for garbage services. Customers add their account numbers, and the system verifies their eligibility for assistance before the City processes their application. **“It helps when customers submit that information, the system populates a majority of the form for them, and simplifies the process for the customer,”** said Jim. Since the transition to online applications and payments have become available, residents are now more apt to sign up for online payments.

“We have reduced the number of customers coming into the office, which has freed staff to handle other responsibilities. Most people pay bills and fill out business applications online. It's become an expectation for the City to have online services similar to what residents would experience with private businesses. Since we have transitioned these items online, it's been convenient for the customers and us. It simplifies the entire process,” explained Jim.



RESULTS

After implementing CORE, the City of Davenport saw incredible result:

ZERO DOWNTIME WITH CORE'S IVR

The old system that the City of Davenport was using seemed to be down at least weekly and unreliable. We started using CORE's IVR, and downtime has been nonexistent since. Moving to CORE's IVR has sped up the payment process and eliminated downtime. It's been so reliable and great for our team," Jim said.

FASTER CHECKOUT EXPERIENCE WITH MULTIPLE INVOICES

For many Davenport residents, especially landlords, the multi-invoice checkout experience was complicated and took too much time. With CORE, landlords can add multiple invoices into their cart, input their credit card information once and complete the transaction.

“

Before, landlords had to add an invoice and their credit card information for each invoice. Some landlords could have over one hundred licenses and enter this information each time. Now they can enter all the invoices in a cart and add their credit card information once. It's a time saver and incredibly helpful for them”

JIM ODEAN

Assistant Finance Director
for the City of Davenport

”



FAST AND EASY REPORTING AND RECONCILIATION INFORMATION

Real-time reports and easy reconciliation documentation have made it fast and easy for the City staff to find what they need for any transaction. "CORE's system provides excellent settlement reports, and they can be exported to Excel, simplifying the process. You can go to one location and search for what you need with a wide variety of criteria—day of the month, build number, etc. It's easy to find the transactions and get them reconciled. The reports with CORE are incredible."

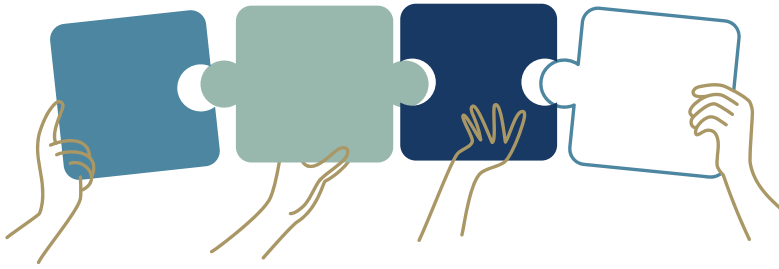
EASY BILLING SET UP FOR NEW RESIDENTS AND RESIDENTS MOVING TO ONLINE PAYMENTS

When new residents want to transition to online billing, the process is easy. The City sends out an easy-to-read document that explains how to get online and sign up for eBilling. "The process for residents is so easy, and people can set it up themselves. They can also look at their bills and sign up for monthly reminders."

20% Reduction in costs to print and mail invoices

"We've been trying to drive more people to eBilling because of the cost savings. Postage and metered mail costs recently increased again. All of those things add up when mailing 180,000 invoices annually," said Jim. The team estimates they've saved between 15 - 20% in costs related to printing and mailing invoices with the implementation of CORE. "And actually, that number is increasing because more and more people want to move to an online billing experience."





CONVENIENT PROCESS FOR BUSINESS OWNERS TO FILL OUT AND SUBMIT BUSINESS LICENSES

"Getting a business license approved is much easier now that we're doing it without paper. Plus, it's easier for contractors. They don't have time to come to the office complete the paperwork. The process saves both the team and the business owner's time. It's easier to do it online, saving everyone time," explained Jim.

INCREDIBLE TIME SAVINGS FOR THE DAVENPORT CITY STAFF

Customers paying online allows City staff more time for other responsibilities since in-person payments occupy a lot of time. Many residents and business owners are taking advantage of the online payment and application process.

“

My staff saves time with fewer face-to-face interactions. Residents pay online, and my staff can import the payments into our ERP system. It's a huge time saver for us. We don't touch every payment anymore.

JIM ODEAN

Assistant Finance Director
for the City of Davenport

”

“

"The biggest advantage of CORE is that it has everything under one umbrella. With other services, we were importing multiple files, and now just importing one. Residents can go online to one location; and complete multiple tasks. They can pay their bills, sign up for services, and even sign up for a business license. It's all in one place."

JIM ODEAN

Assistant Finance Director for the City of Davenport

”



READY TO BUILD A TRANSFORMATIVE PAYMENT EXPERIENCE

Partner with industry experts.

Modernize your payment experience with CORE:

- Secure, PCI-compliant platform
- Connected experiences through revenue automation
- Visibility into every step of revenue and payment activities
- Support anytime, anywhere payments
- Reduce friction and delight consumers
- Control receivables and maximize collections
- Gain actionable insight into experiences and processes



 corebt.com

 866.567.CORE (2673)

 950 Warren Avenue, Suite 400,
East Providence, RI 02914

City of Neoshp Online Payment Processing Services

Request For Proposal – CORE Cost Proposal

August 13, 2024
10:00 P.M. CDT



Cost Sheet for The City of Neosho

CORE is pleased to offer the City a 50% discount on our software subscription fee if the City opts to use CORE Merchant Services.

Alternatively, if the City chooses to use CORE's platform as a software-only solution, the monthly subscription fee would be \$3,350.

All other software-related fees have been waived.

SECTION A – Implementation Costs	One-Time Charge
Professional Services for Online Payment Portal & Electronic Bill Presentment application	\$9,925 Waived
Total	\$0.00

SECTION B – Software Costs CORE Enterprise, Professional Edition Subscription	Monthly Subscription Fee
Payment Portal* - Online Payment Portal (w/ in-person capability) - Digital Bill Presentment with Invoice Rendering - Responsive UX/UI - IVR English language Setup - Administration Center Manager - Advanced Reporting Module - Training 24/7 Client Support - API/Flat File Exchange Integration to Host System(s) - AutoPay and recurring payment functionality - Scheduled Payment functionality - Integrated Devices Optional One-Time - Additional IVR Languages - \$1,000 per language	\$1,650
Additional Services (optional) Ebill Presentment Text-2-Pay Bill Notifications User Interface Matching (site branding)	Included Included Included Included
Total	\$0.00



SECTION C – Transaction Fees (service Fee)	Fees
Fee Rate: V/MC/D/AmEx all card volume, billed to payor in real-time	2.75% + w/ \$1.50 min
Per Transaction Fee: eCheck/ACH all transactions, billed to payor in real time	\$1.50

SECTION D – Integration Costs	One-Time Charge
Integrations - Springbrook 7.16 - CivicPay (if needed) - Celero (if needed)	\$5,500 \$5,500 \$5,500 Waived
Total	\$0.00

Section E: Equipment Purchase Price			Cost Per Terminal
Pax A80 Terminal	All Terminals	Per Pax A80 P2PE Terminal	\$307.00
Total			TBD



City of Neosho Online Payment Proposal



08.13.2024

By: Craig Baslee, Business Advocate

Pay Compass

2115 Albatross Dr

Neosho, MO 64850

By: Brad Withrow, Team Lead

Pay Compass

2201 Mississippi Ave.

Joplin, MO 64804

PayCompass:

Website: paycompass.com

Phone / support: 1-888-807-2889

Email: support@paycompass.com

To:

Leslie Forest, Director of Finance & The Neosho City Council.

Thank you for the opportunity to quote and work on solutions for the City of Neosho's online payment processing. We are happy to submit to you solutions that will work for your current software and grow with the needs as they may arise along the way.

While there is a lot to quote and making sure that we can do what is necessary to provide the best solutions, pricing and service; this is a project that we can complete in a timely manner with minimal effort.

Our team is pleased to provide you with the local service you deserve, with our representatives and our exceptional team of tenured technical professionals. You can reach out to your local team of representatives 24-7 and our office of technical support is always willing to help also. You also email any of our teammates as well with the emails that have been or will be provided to you.

Paycompass is always on the cutting edge of technology and creating relationships with some of the best partners available. With these relationships we gain access to more tools that help us do our jobs better and give our merchants the latest and greatest solutions available. This makes everyone able to complete their tasks with ease. Along with technology being better for the merchant it makes the customer experience more pleasant and can pay their bills nearly effortlessly.

Please see our answers and information

[underlined and in blue.](#)

MINIMUM QUALIFICATIONS OF PROPOSING ONLINE PAYMENT PROCESSOR.

1. Must facilitate the acceptance of VISA, MasterCard, Discover, American Express, electronic check (ACH) and debit cards through online/e-payment transactions.

[Yes, confirmed and will add pricing ACH and Card pricing on separate document as requested.](#)

2. To fully and seamlessly integrate with its existing systems and processes, specifically CivicPlus and Celero. Be an on-line cash and securities member of the Federal Reserve.

[Yes, confirmed](#)

3. To integrate or provide .csv reporting functions within our accounting software Springbrook.

[Yes, confirmed](#)

4. Must provide appropriate credit and debit card acceptance software and hardware, as applicable.

[Yes, confirmed](#)

5. Be capable of making deposits to a depository designated by the City. The prospective vendor must be able to make deposits the next day of the transaction date.

[Yes, confirmed](#)

6. Provide detailed monthly statements of credit card transactions reflecting the activity location, transaction date, type of card used for the purchase, and the amount of the purchase.

[Yes, confirmed](#)

7. Transmitting transaction batches that include a word description register/merchant locator with the amount (as opposed to a cryptic, alphanumeric merchant locator). For example, City of Neosho Water Department would be an acceptable merchant locator. This locator for each transaction batch will appear on the City's bank statements.

[Yes, confirmed](#)

8. Utilize a pass through for convenience fees or service fees to customers.

[Yes, confirmed](#)

Previous Work and Organizational Experience

- Brief history of the proposer's organization including time in business, number of customers, size of organization, etc.

[Founded Jan 2020, utilizing extensive previous industry experience of over 15 years, PayCompass quickly grew from 2 corporate employees and 20 sales agents to 30 corporate employees and 300 sales agents. Sales volume growth also skyrocketed, from \\$3.5M in our first quarter of operations with 50 merchant clients to \\$450M in the most recent quarter with 4000 merchant clients in a span of less than 5 years.](#)

- Evidence of the financial stability of the organization

To be provided at a later date by PayCompass directly when you are ready to review.

- Information about the number and customization levels of previous integrations with CivicPlus, Springbrook, Celero and various payment processing merchants.

Our teams have general familiarity with Springbrook and CivicPlus, but much more extensive knowledge of technology integration generally. We deploy complicated technologies nationwide for thousands of merchant projects very similar to this project, involving gateway deployment and management of online transactions.

- Include three or more references for similarly scaled municipalities and public utilities testimonials from past clients on:

To be provided at a later date.

- Quality of the software solution after go-live and implementation process experience.

We have teams of dedicated 24x7x365 support personnel, all trained in new product deployment as well as ongoing Q&A and break/fix support. Our personnel are from the industry with years of experience.

- Quality of ongoing customer support after go-live.

Our local representatives are the first customer support that can help you on site. We have teams of dedicated 24x7x365 support personnel,

all trained in new product deployment as well as ongoing Q&A and break/fix support. Our personnel are from the industry with years of experience.

- Listing of major software releases for the past two (2) years, including a minimum of three (3)

We partner with and provide many hardware and software solutions frequently involving update releases and new product launches. It's a part of PayCompass day-to-day operations and commonly managed by all Support team members. Examples to be provided at a later date.

- Evidence of high levels of customer satisfaction across your current customer base

Company growth and new sales and support personnel joining PayCompass every month is our biggest testament to quality of customer and employee satisfaction. PayCompass is one of the fastest growing companies in the industry, widely recognized at national Acquirers Conferences and other events.

- Evidence of consistently delivering projects on time

Our teams are constantly pushed to deliver products and solutions on a fast time table. We're often working with business replacing technology solutions with limited hours of operation where new solutions have very limited windows of deployment. Timely project delivery is part of normal day-to-day operations.

Technical Expertise and Experience

- Narrative summary of client support methodology, including routine technical support process, emergency 24-hour technical support and escalation process

Merchants and sales agents are PayCompass' top priority. Every process and procedure is designed to make things as efficient as possible, including multi-department checks and balances, 24x7x365 support and escalation personnel and after hours staffing, not to mention the #AgentFirst company culture where everyone in PayCompassbuilding knows everything we do is focused on supporting sales agents in the field best serve their merchant clients.

- Narrative summary of disaster recovery plan and the capability to perform the services requested in this RFP should your primary facility, equipment and/or technology become inoperable

PayCompass has personnel nationwide, cloud-based technology resources, and the ability to work anywhere, anytime 24x7x365

- Narrative summary of the availability of and policy on providing software upgrades and enhancements in the future and the pricing strategy that will apply

PayCompass will always be evaluating current solutions and providing options to take advantage of product upgrades with specifics of costs (if any) to be supplied at the time of available product upgrade.

Narrative summary of:

1. Project management methodology

Lean, flexible, allowing merchants a role in their implementation project

2. High-level project implementation and testing plans

Gateway Technology provided is straight-forward and commonly deployed by PayCompass personnel. Teams will be immediately available to deploy on your requested timeline.

3. Schedule/timeline to complete the project including intended meetings to be held during the implementation

Auth.net gateway to be used is already familiar to City of Neosho personnel. New gateway introduction to also be used (PayVault) will be accompanied with training documentation, intro prior to deployment, training before, during, and after deployment including 24x7x365 service. Timeline of project kickoff and deployment can be set by City of Neosho personnel.

4. Strategy for training indicating if training will be in person and/or virtual with estimated number of training hours

Both in-person and remote training sessions to be scheduled at City of Neosho discretion and desired timing.

5. Resources to be assigned to implement this project (names, total number, role, title, and experience)

Full PayCompassSupport team will be working together on before, during, after deployment stages and monitored by Director of Support Service (Jathan Bennett), Chief Operating Office (Rob Johnson), and local account managers Craig Baslee and Brad Withrow.

- Additional services and/or programs recommended to enhance the requested services

PCI Compliance, TIN Compliance, Chargeback Maintenance, and general overview of account activity monitoring is a part of PayCompass' package service offering that our personnel will work with the City of Neosho on regularly during day-to-day, month-over-month, operations.

- Methodology for project support for after go-live

24x7x365 Support line access as well as direct access to local account managers

- List of expected Neosho responsibilities

Day-to-day usage of technology and ability to reach out to Support resources for questions and support requests via phone and email

- Unique benefits of working with your organization

[\(1\) Local representatives living in the City of Neosho \(2\) PayCompass personnel with extensive industry and technology experience to be utilized on this project \(3\) PayCompass merchant accounts come with free backup virtual terminal for redundancy purposes](#)

Exhibit B

List of System Features and Technical Requirements

Technical Requirements:

1. Solution ensures that appropriate security measures, features, mechanism, and assurances are in place to safeguard the City of Neosho and its customers' information.

[Yes, confirmed](#)

2. Solution is PCI DSS Level 1 compliant.

[Yes, confirmed](#)

3. Solution fully complies with NACHA rules and regulations.

[Yes, confirmed](#)

4. Solution complies with industry standard data privacy practices.

[Yes, confirmed](#)

5. Security patches are applied in a timely manner.

[Yes, confirmed](#)

6. Functionality issues/bugs are fixed in a manner that do not affect the ability to accept payments

[Yes, confirmed. These will be fixed in the back office in real-time without interfering with day to day operations.](#)

7. Requires email collection for both registered and unregistered system users

[Yes, confirmed](#)

User Interface/Customer Experience:

1. Solution is ADA compliant

[ADA compliance is governed by your website provider/developer](#)

2. Multi-lingual support capable (nice to have)

[At PayCompass we offer English and Spanish support.](#)

3. Ability to pay different types of invoices including but not limited to water bills, venue rentals, licenses and permits.

[At PayCompass we offer English and Spanish support.](#)

Payment Features

1. Payment confirmation should be securely provided to the customer via the customer's preferred communication channel.

[Yes, confirmed email](#)

2. Proven strategies to mitigate possibility of duplicate payments are in place

[There are features in both gateways that will prevent or notify that there is a duplicate payment.](#)

3. Payment types include: credit and debit cards, electronic check (ACH)

[Yes, confirmed](#)

4. Ability for the City to customize payment rules (method, amount, etc.) based on a group of customers or individual customer/account, including blocking certain payment methods for specific customers and accounts.

[Will need more information though our solution offer many flexible opportunities to customize, how the City can send out bills & . For Example: Payment Links "VS" Invoices and also giving more options to certain customers if they request it, but not limited as these options can be set up for everyone.](#)

CSR Interface and Functionality

1. Permission-based Admin, CSR, cashiers, and other levels of internal staff account groups/roles

[Yes, confirmed](#)

2. Ease of finding payment transactions based on various search criteria

[Can search by:](#)

1. [Last 4 on Card](#)
2. [Date](#)
3. [Amount](#)
4. [Customizable](#)

3. Ease of settling payment batches and reconciling with CivicPay and Springbrook

[Authorize.net will reconcile with CivicPay. The staff will need to rectify payments into Springbrook.](#)

4. Must be able to download payment data in a flat file format

[Yes, confirmed](#)

5. Comprehensive reporting on customer engagement

[Yes, confirmed](#)

6. Access to raw data, such as customer contact data or possible alternatives

[Yes, confirmed](#)

Exhibit C

Explain/Describe Details of System Features.

A. Technical Requirements:

1. Describe available hosting model (s) (i.e., on premise, Cloud, SaaS, etc.)

[We have the capability to integrate using current middleware \(Authorize.net\) and provide a payment page on the neosho.org website](#)

2. Describe PCI compliance level; compliance with the NACHA rules and regulations; provide relevant security certifications

[Pay Compass uses Viking Cloud to keep in compliance with NACHA rules and regulations to mitigate risk for merchants and customers.](#)

3. Provide information pertaining to cyber security and data privacy practices

[Viking Cloud delivers automated cybersecurity risk assessments and remediation recommendations based on VikingCloud's unique cybersecurity and PCI DSS compliance dataset.](#)

4. Describe the service level agreement (SLA) model that you adhere to.

In person technical assistance from 7am to 7pm. 24hour service by phone. Also we have a customer service center in Arizona 8AM to 6PM and techs on call 24-7 if you leave messege. We have 7 local representatives in the Joplin Area.

5. describe your system's performance – what performance metrics do you track and how do they change with the customer-base size.

99.9 % uptime and are not affected by customer-base size.

6. Describe disaster recovery methodology

We have back up servers that are in several locations to keep our merchants operable.

7. Describe how your system will handle downtime caused by CivicPay maintenance and upgrade windows.

We are not effected by any third party system's down time.

8. Describe how you communicate and handle system maintenance, upgrades and bug fixes.

Everything is updated in the back offices ,and is stated on the statement in advance and performed at 1am-4am EST.

B. User Interface/Customer Experience:

1. Describe user interface layout on multiple devices and operating systems.

User friendly and will be very similar in layout to most dashboards

2. Describe how your software follows ADA compliance standards

N/A as the ADA compliance is governed by your website provider/developer.

3. Indicate if your system supports multiple languages and specify which ones.

At PayCompass we offer English and Spanish support.

4. Provide information about account validation logic

Validate BIN through card sponsored banks.

C. System Integrations

1. Describe how integration with Civic Plus and/or Springbrook are implemented.

Authorize.net will communicate payments to Civic Plus and Payvault will work as a link on the neosho.org website and will need to be input back into SpringBrook manually until there is a solution such as Express Pay.

2. Describe how customer contact data is collected.

[Website link to Payvault by customer or via swipe on Autorize.net](#)

3. Describe the approach used to integrate with a payment processor. Specify which merchant services providers your solution is currently integrated with or had been integrated with in the past. Indicate if your solution has been integrated with Celero. Specify third-party solutions required for integrating with payment processing services. Provide all costs associated with this implementation

[See separate pricing document as requested.](#)

4. Specify if and what current and historical data can be downloaded into a flat file format.

[Yes, all of the City's transactional history and batches from the time we start processing.](#)

5. Describe cost and implementation/configuration required to accept payments for multiple service types

[See separate pricing document as requested. Using Authorize.net to connect to Civic Pay, and Payvault for online water payments](#)

6. Describe how additional integrations/configurations will be implemented based on the business needs.

[Our local representatives will work to manage all future business needs on site, with support from Director of Support Service \(Jathan Bennett\)](#)

D. Payment Features

1. Describe available payment types and payment. channels and how they are implemented, including stored and scheduled payments options.

[Authorize.net and Payvault are capable of stored and recurring payment.](#)

2. Describe the ways payment confirmation is delivered to the customers.

[Notification and receipts will be delivered Via email](#)

3. Describe options to ensure PCI compliance when CSR is accepting a customer payment over the phone

[CSR will need to ask the following questions.](#)

[1.Name on Card](#)

[2. Zip code](#)

[3.CVV](#)

4. Describe safeguards in place to handle undelivered communications and failed payments

[Safeguards are declined notice by Sponsor banks.](#)

[Call representatives or Paycompass at 1-888-807-2809](#)

5. Provide information about the ability to control and customize payment rules (method, amount, etc.) for a group of customers meeting common criteria, and for individual customer/accounts.

We have the ability to customize payment amounts and method of payment.

6. Describe strategies used to mitigate duplicate payments.

There are features in both gateways that will prevent or notify that there is a duplicate payment.

7. Indicate if all desired payment methods (credit and debit cards, electronic check (ACH)) can be implemented with any payment processing services. Include Celero and other payment processing options.

All payment methods can be implemented with all of our processing services.

E. CSR Interface and Functionality

1. Describe functionality available for CSRs, cashiers, accounting, and other internal staff that can aid in settling batches, reviewing user profiles, and other features related to portal administration and handling payments and payment batches.

We will provide a fully functional back office that has provides real-time batch reporting and the ability to see all transactions. This will also give multiple user profiles at request.

F. System Administration

1. Describe how system administration is organized and the involvement level that will be required from the internal City staff.

The involvement level is customizable according to need. Involvement level is very minimal after installation.

2. Describe user roles and permission levels for the internal staff.

Permission roles is customizable depending on clearance level of employee.

G. Cashiering/Accounting Interface and Functionality

1. Describe the process required to search for a specific payment and available search criteria.

Can search by:

5. Last 4 on Card

6. Date

7. Amount

8. Customizable

2. Describe how different payment types made through various payment channels are presented to the internal staff and how they are settled. Indicate if there is a variation in payment settlement because of variability of payment channels and types. Indicate if there is any

difference in this functionality related to different payment processing merchants.

[Paycompass will set up on all platforms to auto close at the same time to insure all deposits are in the City's bank account as requested.](#)

3. Explain if there is an option of consolidating desired payment types in a single interface. Is there a potential to simplify payment processing and reconciliation and reduce City staff manual involvement?

[The only option is to change to ExpressPay or something similar.](#)

4. Describe reconciliation processes, specifically as it pertains to reconciling with CivicPay and/or Springbrook

[Authorize.net will reconcile with CivicPay. The staff will need to rectify payments into Springbrook.](#)

H. Reporting

1. Describe what canned reports are available and if customization of the canned reports and dashboards is possible. Indicate if reports can be scheduled to be emailed to internal staff, and in what format(s). Indicate if history of communications with the customers is available for reporting.

[All of the reporting is on the back office we are happy to schedule a live demo as well.](#)

2. Indicate if direct access to raw data in your solutions is possible. If not, describe how custom data queries can be achieved

Also in the back office, in which whomever is assigned access to, will have it.

I. Miscellaneous*

1. Describe other system functionality you can offer that is not listed in this RFP

We can give the water department the ability to send a message with payment link via text or email to warn a customer of shutoffs, and to pay the bill before services are suspended. In result it will save in labor cost for shutoff and turning back on services.

2. Describe suggested marketing strategy to increase customer adoption of online payments. If possible, provide information about the rate of success of these strategies as used by your other customers.

Education through social media, City website, and emailing the customer base.

In conclusion, We want to highlight how pleased PayCompass is to introduce a solution to help the community we are vested in. Not only do we expect savings but also time efficiency and better reporting by keeping everything under one roof. We are thankful for you, taking the time to review our proposals.

Signed: _____

Signed: _____



City of Neosho Pricing Proposal



08.13.2024

By: Craig Baslee
PayCompass
2115 Albatross Dr
Neosho, MO 64850

By: Brad Withrow
PayCompass
2201 Mississippi Ave.
Joplin, MO 64804

Pricing & Cost Proposal

Credit & Debit Processing:

- NO other cost to The City of Neosho other than what is outlined in this proposal.
- NO Monthly Fee's
- NO Transaction Fee's
- NO Contracts or term lengths - we expect you to be happy with PayCompass and would not hold you hostage if for some reason you were not happy.

All cost/rate are passed along to customers using Debit or Credit Card, in the amount of 3.0% on all platforms. Per Card Branded rules you will be charged the lesser of 2.91% see example #2 below.

Solutions Provided:

Authorize.net - All in one payment gateway for CivicPlus. Used for rentals, fee, licenses etc .

PAYVault. This will be used to accept card payments on your website, and this platform also allows ACH payments.

Paya: This will be used to accept ACH payments that connects to PAYVault.

(Waived cost are the following - NOT BILLED TO NEOSHO)

- \$20 - Monthly PayCompass Service Fee
- \$0.05 - Transaction Fee
- AUTHORIZE.NET - Use Existing (see note below)
- AUTHORIZE.NET - Use Existing (see note below)
- \$100 (ea) - AUTHORIZE.NET - card readers (limit 2)
- \$75 - Token Transfer process for existing information.
- \$25 - PAYVault - Set up cost
- \$40 - PAYVault - Monthly Service Fee
- \$0.05 - PAYVault - Transaction Fee
- \$7.50 - PAYVault - Hosted payment page

NOTE: If we are not able to use the existing Authorize.net account due to current processor we will provide this. As we recommend if you own the account you continue to keep ownership.

(Non - Waived cost are the following - BILLED TO NEOSHO)

- \$25 - Chargeback /Disputes

Example #1 of provided (5/24 & 6/24) statement and what your cost were “vs” what it would have been through PayCompass.

Your currently rate averages 2.93% we propose to remove your cost completely to 0.00%

Example #2:

An easy way to look at how your money will be deposited.

- Sale amount = \$100
- Added 3.0% applied = \$103

- 2.91% is taken from the \$103 to PayCompass.
 - Deposited amount = \$100 (the original sales amount)
-

FUTURE - INSIDE SALES PROPOSAL:

Consolidate to 1 merchant service account rather than 2.

Current Processor: First Data / White labeled - First Community Bank

Average Rate = 2.0%

Current setup First Data terminals are not permitted nor can they be programmed to pass the fee to the customer properly per Card Brand rules, as the FD 130 & FD 150 are not equipped with the programming to pass the fee.

If you have additional questions please don't hesitate to reach out to us about this.

MEANING: you would have to calculate and add it to the bill manually each time. This also looks like income which your bookkeeper will be frustrated with.

If you have additional questions please don't hesitate to reach out to us about this.

Whereas if you were to use a compliant terminal that your Local representative would supply then the figure would auto populate the 3.0% automatically. This is the true way of offering a Cash Discount or a Non Cash Adjustment the compliant way.

Savings combining this also to PayCompass with Online Account.

Example:

1. Using the statements you submitted to vendors on the proposal a savings of 2.0% averaging around \$900-\$1,300 per month would be completely passed to the customers, as you're wanting to do online. This way everywhere is uniform.

Specifically on your statement for 6/24 submitted to vendors your sale were \$50,104.44, and your fees were \$969.70 with this solution you would no longer be paying the \$969.70. An averaging savings of \$12,000 per year in additional savings from the online side.

All cost/rate are passed along to customers using Debit or Credit Card, in the amount of 3.0% on all platforms. Per Card Branded rules you will be charged the lesser of 2.91%, as described above in example #2 of online proposal.

(Waived cost are the following - NOT BILLED TO NEOSHO)

- \$20 - Monthly PayCompass Service Fee
- \$0.05 - Transaction Fee
- \$20 - MX Merchant - BACK UP
- \$20 - Proper Signage Provided - 1 Time
- \$270/395 - Per Terminal up to (6) terminals (1 of 6) can be mobile using Wi-Fi/ hotspot. Dejavoo, Valor, or PAX products recommended.

(Non - Waived cost are the following - BILLED TO NEOSHO)

- \$25 - Chargeback /Disputes
- \$300 - Adding additional terminal to already offered (3) or Damaged if past warranty

ACH :

This added feature can and will be implemented if and when the City is ready, but is not mandatory and can be opted out of if the City finds it no longer a need.

Solutions Provided:

Authorize.net - All in one payment gateway. We can set this up with an additional cost of \$25 per month and \$0.75 if needed but not part of the proposal at this time.

Cost of Products to Neosho:

- \$25 - AUTHORIZE.NET - Monthly Service Fee (Auth.net ACH need see above note)
- \$0.75 - Transaction Fee
- \$50 - Paya - Setup Cost - 1 time
- \$25 - Paya - Monthly Service Fee
- \$0.30 - Paya - Batch (Daily Closeout Fee) as used only.
- \$100 - Paya - Yearly Subscription Fee

Thank you, for the opportunity to submit this proposal, if you have any additional questions please follow up by email to both: cbasslee@paycompass.com and bwithrow@paycompass.com we look forward to earning your business as you LOCAL support and representative.

08/11/2024

Leslie Forest, Director of Finance City of Neosho
203 E Main St.
Neosho, MO 64850



Dear City of Neosho Recipients,

At VisualGov Solutions LLC, we share your commitment to enhancing public services through innovative, reliable, and secure payment processing solutions. As a trusted provider with over 24 years of experience in the industry, we are proud to support the City of Neosho in offering a seamless and efficient online payment system to your constituents.

With a proven track record of successful integrations and long-standing relationships with over 100 customers across the United States, including many who have been with us for more than 15 years, VisualGov Solutions is uniquely positioned to deliver a solution that meets your specific needs. Our cloud-based platform ensures that all updates and enhancements are automatically applied, eliminating the need for manual installations or disruptions to your service.

We are proud to work exclusively with Chase Paymentech, one of the largest and most respected payment processors in the industry, to ensure secure, cost-effective transactions. Our system is designed to be fully customizable, allowing seamless integration with your existing systems, including Springbrook and other backend platforms.

As you review our proposal, we believe you will find that VisualGov Solutions stands out for our commitment to customer satisfaction, financial stability, and our ability to consistently deliver projects on time. We are confident that our solution will not only meet but exceed your expectations, providing a high level of service that reflects our decades of experience and dedication to excellence.

We appreciate the opportunity to partner with the City of Neosho and look forward to the possibility of working together to enhance your online payment processing capabilities. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,
Keith Kabza
CTO, VisualGov Solutions LLC
keith@visualgov.com

MINIMUM QUALIFICATIONS OF PROPOSING ONLINE PAYMENT PROCESSOR

Must facilitate the acceptance of VISA, MasterCard, Discover, American Express, electronic check (ACH), and debit cards through online/e-payment transactions.	Yes , VisualGov Solutions facilitates the acceptance of these payment methods through online/e-payment transactions.
To fully and seamlessly integrate with its existing systems and processes, specifically CivicPlus and Celero. Be an on-line cash and securities member of the Federal Reserve.	VisualGov Solutions integrates with existing systems like Springbrook. We do not currently integrate with CivicPlus or Celero. However, Chase Paymentech, our payment processor, is an online cash and securities member of the Federal Reserve
To integrate or provide .csv reporting functions within our accounting software Springbrook.	Yes , VisualGov Solutions can integrate or provide .csv reporting functions within Springbrook.
Must provide appropriate credit and debit card acceptance software and hardware, as applicable.	Yes , VisualGov Solutions provides the necessary software and can supply hardware as needed for credit and debit card acceptance.
Be capable of making deposits to a depository designated by the City. The prospective vendor must be able to make deposits next day of the transaction date.	Yes , deposits can be made to a depository designated by the City, with next-day deposit capability.
Provide detailed monthly statements of credit card transactions reflecting the activity location, transaction date, type of card used for the purchase, and the amount of the purchase.	Yes , VisualGov Solutions provides detailed monthly statements reflecting all required transaction details.
Transmitting transaction batches that include a word description register/merchant locator with the amount (as opposed to a cryptic, alphanumeric merchant locator). For example, City of Neosho Water Department would be an acceptable merchant locator. This locator for each transaction batch will appear on the City's bank statements.	Yes , transaction batches can include a descriptive merchant locator such as "City of Neosho Water Department" that will appear on the City's bank statements.
Utilize a pass through for convenience fees or service fees to customers.	Yes , VisualGov Solutions utilizes a pass-through for convenience fees or service fees to customers.

Exhibit B

List of System Features and Technical Requirements

Technical Requirements:

1. Solution ensures that appropriate security measures, features, mechanism, and assurances are in place to safeguard the City of Neosho and its customers' information

Our solution prioritizes the security and privacy of both the City of Neosho and its customers. We implement multiple layers of security to ensure that all sensitive data is protected throughout the payment process.

Key Security Measures:

1. **PCI DSS Compliance:** Our system is fully compliant with the Payment Card Industry Data Security Standard (PCI DSS), ensuring that all cardholder data is processed, stored, and transmitted securely. We undergo regular audits and assessments to maintain this compliance.
2. **Encryption:** All data, including payment information and personal details, is encrypted using industry-standard AES-256 encryption both in transit and at rest. This ensures that even if data is intercepted, it cannot be read or misused.
3. **Tokenization:** We utilize tokenization for card transactions, replacing sensitive card information with a unique identifier (token) that is meaningless if breached. This reduces the risk of data theft and fraud.
4. **Two-Factor Authentication (2FA):** For administrative access, we require two-factor authentication to add an additional layer of security. This ensures that only authorized personnel can access sensitive systems.
5. **Fraud Detection & Prevention:** Our system includes advanced fraud detection and prevention mechanisms that analyze transactions in real-time to identify and block suspicious activity. We employ machine learning algorithms to adapt to new fraud patterns.
6. **Regular Security Audits & Updates:** We conduct regular security audits and apply updates promptly to address any vulnerabilities. This proactive approach ensures that our system remains secure against evolving threats.
7. **Data Privacy:** We adhere to strict data privacy laws and regulations, ensuring that all customer information is handled with the utmost care. We do not share or sell personal data to third parties, and access to sensitive information is strictly controlled.

These measures collectively provide a robust security framework that safeguards both the City of Neosho and its customers, ensuring that all transactions are conducted in a secure and reliable manner

2. Solution is PCI DSS Level 1 compliant

We use a certified payment gateway that is PCI DSS Level 1 compliant and fully integrated with Chase Paymentech, a leading payment processor that supports tokenization. This integration ensures that we never handle or store sensitive card data directly, significantly reducing security risks.

PCI DSS Level 1 Compliance:

Our payment processing solution, through our PCI DSS Level 1 compliant gateway, ensures that all payment processes meet the stringent security requirements necessary to protect cardholder data.

Key Aspects of Compliance:

1. **Tokenization:** By leveraging tokenization through our integrated payment gateway with Chase Paymentech, sensitive card information is replaced with a unique token during transactions. This ensures that no card data is stored or processed directly by our systems, further enhancing security.
2. **Compliance Certification:** Our payment gateway, in conjunction with Chase Paymentech, undergoes regular independent audits to maintain its PCI DSS Level 1 certification. This certification covers all aspects of payment processing, including encryption, data storage, and transmission.
3. **Secure Payment Process:** The integration with our PCI DSS Level 1 compliant gateway and Chase Paymentech ensures that all card transactions are conducted within a secure environment, protecting the City of Neosho and its customers at every step of the payment process.

3. Solution fully complies with NACHA rules and regulations

We utilize a certified payment gateway integrated with Chase Paymentech for eCheck processing, ensuring that our solution fully complies with NACHA (National Automated Clearing House Association) rules and regulations.

NACHA Compliance:

Our payment gateway is specifically designed to meet all NACHA requirements, ensuring that all electronic payments and transactions via eChecks are processed securely and in full compliance with industry standards.

Key Aspects of Compliance:

1. **Adherence to NACHA Rules:** Our eCheck processing solution follows all NACHA guidelines, including authorization, data security, and transaction processing standards. This adherence ensures that every transaction is conducted in a manner that protects both the City of Neosho and its customers.
2. **Data Security:** The gateway we use incorporates strong encryption and security protocols to protect sensitive financial data during the ACH transaction process, aligning with NACHA's rigorous security requirements.
3. **Fraud Prevention:** We implement advanced fraud detection and prevention measures that comply with NACHA's standards, reducing the risk of unauthorized transactions and ensuring the integrity of the payment process.

4. **Regular Audits and Updates:** Our solution is regularly audited to maintain compliance with NACHA regulations, and updates are promptly applied to address any changes in the rules or emerging security threats.

4. Solution complies with industry standard data privacy practices

Our online payment processing offerings and data are securely stored in the Microsoft Azure Cloud, which adheres to the highest industry standards for data privacy. This ensures that our solution fully complies with all relevant data privacy practices, safeguarding the City of Neosho's information.

Data Privacy Compliance:

1. **Azure's Compliance Framework:** Azure Cloud is compliant with a wide range of international, industry-specific, and regional data privacy standards, including GDPR, CCPA, and HIPAA. This ensures that all data stored and processed within our SaaS solution meets rigorous privacy requirements.
2. **Data Encryption:** All data, both at rest and in transit, is encrypted using advanced encryption standards (AES-256). This ensures that sensitive information remains protected from unauthorized access or breaches.
3. **Access Controls:** We implement strict access control policies, ensuring that only authorized personnel have access to sensitive data. Azure provides role-based access controls (RBAC) and multifactor authentication (MFA) to further enhance security.
4. **Data Residency and Sovereignty:** Our use of Azure allows us to specify data residency and sovereignty requirements, ensuring that data is stored within the appropriate geographic regions to comply with local regulations.
5. **Regular Audits and Compliance Checks:** We regularly audit our data practices to ensure ongoing compliance with industry standards. Azure's continuous compliance monitoring and regular third-party audits reinforce our commitment to data privacy.
6. **Incident Response and Data Protection:** In the unlikely event of a data breach, our solution has a robust incident response plan in place, aligned with industry best practices. Azure's security infrastructure also includes real-time threat detection and mitigation to protect against potential risks.

5. Security patches are applied in a timely manner

Our cloud services and virtual machines hosted in Azure are actively maintained and monitored to ensure optimal performance and security. We have robust procedures in place to ensure that security patches are applied promptly.

Timely Security Patch Application:

1. **Automated Patch Management:** We utilize Azure's automated patch management tools to ensure that all virtual machines and cloud services receive security patches as soon as they are released. This automation helps minimize the window of vulnerability and ensures that systems remain protected against known threats.
2. **Regular Monitoring and Maintenance:** Our team continuously monitors the status of all cloud-hosted services and virtual machines. This allows us to quickly identify and address any vulnerabilities that may arise, ensuring that security patches are applied without delay.

3. **Proactive Security Updates:** In addition to automated updates, we conduct regular security assessments to identify any areas that may require manual intervention. Our team proactively applies updates and patches to address emerging threats, ensuring that our environment is always up to date.
4. **Compliance with Best Practices:** We adhere to industry best practices for patch management, ensuring that critical security updates are prioritized and applied in a timely manner. This approach minimizes the risk of security breaches and ensures ongoing compliance with regulatory requirements.

6. Functionality issues/bugs are fixed in a manner that do not affect the ability to accept payments

We understand the critical nature of payment processing for the City of Neosho, and we are committed to ensuring that functionality issues or bugs are resolved without disrupting the ability to accept payments.

Ensuring Continuous Payment Processing:

1. **Zero-Downtime Maintenance:** Our system is designed to support zero-downtime maintenance. This means that any functionality issues or bugs can be addressed and fixed without interrupting the payment processing capabilities. We achieve this through the use of redundant systems and load balancing, ensuring continuous service availability.
2. **Staged Rollouts and Testing:** Before deploying fixes or updates, we conduct thorough testing in a staging environment that mirrors the live system. This approach allows us to identify and resolve any potential issues before they impact the production environment. Fixes are rolled out in phases to minimize any risk of disruption.
3. **24/7 Monitoring and Support:** Our team provides round-the-clock monitoring of the payment processing system. In the event that an issue arises, it is quickly identified and addressed, with minimal impact on the system's ability to process payments.
4. **Redundancy and Failover Mechanisms:** We have implemented redundancy and failover mechanisms within our infrastructure. In the unlikely event that an issue affects one part of the system, traffic is automatically redirected to backup systems, ensuring that payment processing continues without interruption.

7. Requires email collection for both registered and unregistered system users

Our payment system requires the collection of a valid email address from all users, whether they are registered or unregistered. This is essential for providing receipts and any necessary post-payment communications.

Email Collection and Verification:

1. **Mandatory Email Collection:** During the payment process, users are required to provide a valid email address. This applies to both registered users with accounts and unregistered users making a one-time payment. The email address is used to send payment receipts, confirmations, and any other relevant communications.
2. **Email Verification:** To ensure the accuracy and validity of the email addresses provided, we utilize a third-party email verification service. This service helps prevent the use of invalid or fraudulent email addresses, ensuring that all communications are delivered to legitimate recipients.

3. **Post-Payment Communications:** After a payment is processed, users receive an email receipt and any necessary follow-up communications related to their transaction. This ensures that all users, regardless of their registration status, are kept informed and have a record of their payment.

User Interface/Customer Experience:

1. Solution is ADA compliant

Our online payment system, which collects payments on behalf of the City of Neosho, is fully compliant with the Americans with Disabilities Act (ADA). We are committed to ensuring that our platform is accessible to all users, including those with disabilities.

ADA Compliance Features:

1. **Accessible Design:** Our system is designed with accessibility in mind, following the Web Content Accessibility Guidelines (WCAG) 2.1. This ensures that users with various disabilities, including visual, auditory, and motor impairments, can navigate and use the payment system effectively.
2. **Keyboard Navigation:** The system supports full keyboard navigation, allowing users who cannot use a mouse to access all features and complete transactions without any barriers.
3. **Screen Reader Compatibility:** Our payment platform is compatible with popular screen readers, such as JAWS and NVDA, providing clear and concise descriptions of all elements on the page. This ensures that visually impaired users can easily understand and interact with the system.
4. **Text Alternatives:** All non-text content, including images and buttons, includes text alternatives (alt text) that can be read by screen readers, ensuring that no information is lost for users relying on assistive technologies.
5. **Adjustable Text Size and Contrast:** Users have the ability to adjust text size and contrast settings, making it easier for those with visual impairments to read and interact with the content on the site.
6. **Error Identification and Assistance:** Our system provides clear error messages and guidance if users encounter issues during the payment process. This helps ensure that all users can successfully complete their transactions without frustration.

2. Multi-lingual support capable (nice to have)

Our payment system currently supports both English and Spanish, ensuring that users can choose their preferred language for a more comfortable and accessible experience.

Multi-Lingual Support:

1. **Current Language Support:** We provide full support for English and Spanish, the two most commonly used languages among our user base. Users can easily select their language of choice from the top menu of our pages, allowing them to navigate the system and complete transactions in the language they are most comfortable with.
2. **Expandable Language Options:** Our system is designed to be flexible and scalable, allowing us to add additional language support as needed. We can quickly and efficiently integrate new languages into the platform to meet the needs of the City of Neosho's diverse population.

3. **User-Friendly Language Selection:** The language selection feature is prominently located on the top menu of our pages, making it simple for users to switch between languages at any point during their session. This ensures a seamless experience, regardless of the user's language preference.

3. Ability to pay different types of invoices including but not limited to water bills, venue rentals, licenses and permits

Our payment system offers a high degree of flexibility, allowing the City of Neosho to configure and manage a wide variety of payment types. This ensures that citizens can conveniently pay for services such as water bills, venue rentals, licenses, permits, and more.

Configurable Payment Options:

1. **Administrator Control:** Selected administrators within the City of Neosho have the authority to define and manage various payment types. This includes setting up new categories as needs evolve, ensuring that the payment system remains aligned with the city's services.
2. **Detailed Payment Configuration:** Administrators can customize essential details for each payment type, such as fee schedules, applicable discounts, and specific payment windows. For example, they can set different fee structures for water bills compared to venue rentals or define specific time spans during which certain permits can be paid.
3. **User-Friendly Interface:** The administrative interface is designed to be intuitive, allowing city officials to easily add or modify payment options without requiring technical expertise. This facilitates quick updates and ensures that the system remains responsive to the city's needs.
4. **Comprehensive Payment Categories:** While the system readily accommodates common payments like water bills, venue rentals, licenses, and permits, it is also capable of handling specialized or unique payment types. This versatility ensures that all city-related payments can be centralized within a single platform.
5. **Real-Time Updates with Scheduling:** Any changes or additions made by administrators are reflected in real-time, with the added ability to schedule when a payment option appears or is removed from the site. Administrators can select specific dates and times for payment options to go live or be deactivated, providing precise control over when citizens can access particular payment types.

Payment Features

1. Payment confirmation should be securely provided to the customer via the customer's preferred communication channel

Our payment system ensures that payment confirmations are securely delivered to customers through their preferred communication channel, offering both security and convenience.

Secure and Flexible Payment Confirmation:

1. **Preferred Communication Channel:** Customers can select their preferred method of receiving payment confirmations, including email, SMS, or directly within their online account portal. This allows them to choose the most convenient and reliable way to receive confirmation of their transactions.
2. **Secure Transmission:** All payment confirmations are sent using secure methods. Emails are encrypted to protect sensitive information, while SMS messages are transmitted through secure networks. This ensures that the confirmation details are accessible only to the intended recipient.
3. **Verification Process:** During the payment process, customers are asked to verify their contact details and preferred communication channel. This step ensures that payment confirmations are sent to the correct recipient, reducing the risk of misdelivery or unauthorized access.
4. **Detailed Confirmation Content:** The payment confirmation includes comprehensive details such as the transaction ID, payment amount, date, and any applicable fees. This detailed receipt provides customers with a clear and complete record of their transaction.
5. **Easy Access and Record Keeping:** Customers have the ability to access their payment confirmations at any time through their chosen communication channel. They can also save or print the confirmation for future reference, ensuring that their payment records are easily accessible.

2. Proven strategies to mitigate possibility of duplicate payments are in place

Our payment system employs several proven strategies to effectively mitigate the risk of duplicate payments, ensuring a smooth and accurate transaction process for customers.

Strategies to Prevent Duplicate Payments:

1. **Unique Transaction Identifiers:** Each payment transaction is assigned a unique identifier that is tracked throughout the process. This identifier prevents the system from processing the same payment more than once, even if a customer attempts to resubmit the payment.
2. **Real-Time Payment Verification:** Before a payment is processed, the system checks in real-time to verify if a payment for the same invoice or service has already been completed. If a duplicate payment is detected, the system will prevent the second transaction from going through.

3. **Session Control and Timeouts:** The system uses session management techniques, including timeouts, to reduce the chance of duplicate payments. If a payment session is interrupted or a customer attempts to submit payment multiple times, the system will ensure that only one payment is processed.
4. **Confirmation Prompts:** Customers receive immediate confirmation after submitting a payment. Additionally, if they attempt to make another payment for the same service within a short time frame, the system will prompt them to confirm whether they intend to make a duplicate payment, giving them the opportunity to avoid errors.
5. **Automated Reconciliation:** Our system includes automated reconciliation processes that continuously monitor for duplicate payments. Any discrepancies are quickly flagged and addressed, ensuring accurate payment records.
6. **Customer Support for Refunds:** In the rare case that a duplicate payment does occur, our customer support team is available to assist with prompt refunds or corrections, minimizing any inconvenience to the customer.

3. Payment types include: credit and debit cards, electronic check (ACH)

Our payment system supports a variety of payment types, ensuring that customers have flexible and secure options to complete their transactions. The payment types we currently accept include:

- **Credit and Debit Cards:** Our system accepts all major credit and debit cards, providing a fast and convenient way for customers to make payments. This includes Visa, Mastercard, Discover, and American Express.
- **Electronic Check (ACH):** For customers who prefer direct bank transfers, we offer the option to pay via electronic check (ACH). This method allows payments to be securely debited directly from the customer's bank account.

4. Ability for the City to customize payment rules (method, amount, etc.) based on a group of customers or individual customer/account, including blocking certain payment methods for specific customers and accounts.

Our payment system is designed with flexibility and customization in mind, allowing the City of Neosho to tailor payment rules to meet specific needs. This includes the ability to set customized payment rules based on groups of customers or individual customer accounts.

Customization of Payment Rules:

1. **Group-Based Payment Rules:** The City can create and apply payment rules to specific groups of customers. For example, certain groups may be allowed to use only specific payment methods, such as credit cards or ACH, while others may have restrictions based on their payment history or account status. This group-based approach helps manage payments more effectively and aligns with the City's financial policies.
2. **Individual Customer/Account Rules:** The system also supports the customization of payment rules at the individual customer or account level. This includes the ability to set minimum or maximum payment amounts, define specific payment methods allowed or restricted for particular customers, and block certain payment methods for individual accounts as necessary.
3. **Payment Method Blocking:** Administrators can easily block specific payment methods for certain customers or accounts. For instance, if a customer has had issues with a particular payment method in the past, the City can restrict their future payments to alternative methods to reduce the risk of payment failures or disputes.
4. **Dynamic Rule Adjustments:** The system allows for real-time adjustments to payment rules, giving the City the flexibility to respond to changing needs or situations. This ensures that the payment system remains aligned with the City's policies and provides the best possible service to its customers.
5. **Comprehensive Reporting:** The system includes reporting tools that allow administrators to monitor and review the effectiveness of customized payment rules. This data can be used to refine strategies and ensure that payment processes are both efficient and secure.

CSR Interface and Functionality

1. Permission-based Admin, CSR, cashiers, and other levels of internal staff account groups/roles

Our payment system is equipped with a robust permission-based access control feature that allows the City of Neosho to create and manage various account groups and roles tailored to the specific needs of internal staff. This ensures that each user has access only to the features and information relevant to their role, enhancing security and operational efficiency.

Permission-Based Roles and Account Groups:

1. Admin Role:

- **Full Access:** Admins have comprehensive access to all system features and settings. They can create and manage other user accounts, configure system-wide settings, customize payment rules, and view all reports and logs.
- **System Configuration:** Admins are responsible for setting up and maintaining the system, including integrations with external services, managing payment gateways, and overseeing overall system security.

2. Customer Service Representative (CSR) Role:

- **Customer Interaction:** CSRs have access to customer-facing functions, such as viewing and managing customer accounts, processing payments on behalf of customers, and addressing payment inquiries.
- **Limited Configuration Access:** While CSRs can handle customer-related tasks, their access to system settings and configurations is restricted to ensure security.

3. Cashier Role:

- **Payment Processing:** Cashiers are primarily focused on processing payments, whether in-person, over the phone, or online. They have access to payment entry screens and can generate receipts for customers.
- **Transaction Review:** Cashiers can review transaction histories and resolve payment issues but do not have access to higher-level system settings or customer account management.

4. Other Internal Staff Roles:

- **Customizable Roles:** The system allows for the creation of additional roles based on the City's needs. These roles can be tailored with specific permissions, such as report viewing, account creation, or limited administrative functions.
- **Role-Based Access Control:** Each role is assigned a specific set of permissions, ensuring that staff members can only access the features and data necessary for their responsibilities.

5. Audit Trails and Reporting:

- **Tracking and Accountability:** The system keeps detailed audit trails of actions taken by all users, ensuring transparency and accountability. Admins can review these logs to monitor activity and ensure compliance with internal policies.
- **Custom Reports:** Admins can generate reports based on user roles and activities, helping to identify trends and improve operational efficiency.

2. Ease of finding payment transactions based on various search criteria

Our payment system is designed to make it easy for the City of Neosho's staff to quickly find and retrieve payment transactions based on a wide range of search criteria. This functionality is crucial for efficient operations, customer service, and accurate financial reporting.

Advanced Search and Filter Capabilities:

1. Comprehensive Search Functionality:

- **Multiple Criteria:** Users can search for payment transactions using various criteria such as transaction ID, customer name, account number, payment date, amount, payment method (credit card, debit card, ACH), and more. This flexibility allows staff to locate specific transactions quickly and efficiently.
- **Date Range Search:** The system allows users to search transactions within a specific date range, whether for a single day, a week, a month, or custom dates. This is particularly useful for reconciling payments or reviewing transactions over a particular billing cycle.

2. Filters and Sorting Options:

- **Customizable Filters:** Users can apply filters to narrow down search results. For example, transactions can be filtered by status (e.g., completed, pending, refunded), payment type, or customer group.
- **Sorting Capabilities:** Search results can be sorted based on various columns such as date, amount, or customer name. This helps in organizing the data in a way that makes it easy to review and analyze.

3. Quick Access to Recent Transactions:

- **Recent Activity Dashboard:** The system features a dashboard where recent transactions are displayed for quick access. This allows staff to easily review the most recent payment activities without the need for a detailed search.
- **One-Click Search:** Frequently used searches can be saved and accessed with a single click, streamlining the process of retrieving commonly requested information.
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4. Detailed Transaction View:

- **Comprehensive Transaction Details:** Once a transaction is located, users can click to view a detailed summary, including payment method, customer details, transaction status, associated invoices, and any notes or communications related to the payment.
- **Linked Transactions:** The system can display linked or related transactions, such as partial payments, refunds, or chargebacks, providing a complete view of a customer's payment history.

5. Export and Reporting Options:

- **Export Search Results:** Users can export search results into various formats (e.g., CSV, Excel) for further analysis, reporting, or record-keeping. This feature is useful for generating reports or sharing data with other departments.
- **Custom Reports:** In addition to basic search functions, the system supports the creation of custom reports based on specific search criteria, which can be saved and generated on-demand.

3. Ease of settling payment batches and reconciling with CivicPay and Springbrook

Our payment system is designed to simplify the process of settling payment batches and reconciling transactions with CivicPay and Springbrook. The integration with these platforms ensures a seamless experience for financial management and reporting, helping the City of Neosho maintain accurate and efficient payment processing.

Streamlined Batch Settlement and Reconciliation:

1. Automated Batch Settlement:

- **End-of-Day Processing:** At the end of each day, the system automatically compiles all transactions into settlement batches. These batches are then processed to ensure that all payments are accurately accounted for and ready for reconciliation.
- **Customizable Batch Parameters:** Administrators can set parameters for batch processing, such as grouping transactions by payment type, department, or service type. This flexibility allows for tailored settlement processes that align with the City's financial management practices.

2. Seamless Integration with CivicPay and Springbrook:

- **Real-Time Data Sync:** Our system integrates directly with CivicPay and Springbrook, enabling real-time synchronization of payment data. This ensures that all settled transactions are accurately reflected in both systems without the need for manual data entry.
- **Automated Reconciliation:** The integration supports automated reconciliation processes, where the system compares payment batches against the records in CivicPay and Springbrook. Any discrepancies are flagged for review, reducing the time and effort required to manually reconcile accounts.

3. Detailed Reporting and Audit Trails:

- **Batch Reports:** The system generates detailed batch reports that summarize all transactions within each settlement batch. These reports include transaction IDs, payment methods, amounts, and any adjustments, providing a clear and comprehensive view for reconciliation.
- **Audit Trails:** For transparency and accountability, the system maintains audit trails of all settlement and reconciliation activities. These logs can be accessed by administrators to review and verify the integrity of the batch settlement process.

4. User-Friendly Reconciliation Interface:

- **Interactive Reconciliation Dashboard:** The reconciliation interface provides an interactive dashboard where users can easily match transactions between the payment system and CivicPay or Springbrook. This interface is designed to be intuitive, with visual indicators highlighting any discrepancies that need attention.
- **Error Resolution Tools:** If discrepancies are identified during reconciliation, the system provides tools to assist in resolving these issues, such as adjusting entries or reprocessing payments. This helps ensure that all transactions are accurately reconciled.

5. Flexible Reconciliation Cycles:

- **Customizable Reconciliation Schedule:** The City can set reconciliation cycles to align with its financial reporting needs, whether daily, weekly, or monthly. This flexibility ensures that the reconciliation process is both timely and efficient.

- **Support for Partial Batches:** The system also supports the reconciliation of partial batches, allowing users to settle and reconcile specific groups of transactions independently from the full batch, if needed.

4. Must be able to download payment data in a flat file format

Our payment system provides the ability to download payment data in a flat file format, ensuring flexibility and compatibility with various financial systems and reporting tools.

Flat File Download Capabilities:

1. Supported File Formats:

- **CSV and TXT Files:** Payment data can be exported in commonly used flat file formats, such as CSV (Comma-Separated Values) and TXT (Tab-Delimited Text). These formats are widely compatible with spreadsheet applications, database systems, and other financial software, making it easy to import and analyze the data.

2. Customizable Data Export:

- **Field Selection:** Users have the option to select specific data fields for export, including transaction ID, customer information, payment amount, date, payment method, and more. This allows for the creation of customized flat files that contain only the information needed for specific purposes.
- **Filtering Options:** Before exporting, users can apply filters to the payment data, such as date ranges, payment types, or transaction status. This ensures that only the relevant data is included in the flat file, streamlining the process of data analysis and reporting.

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3. Automated and Scheduled Exports:

- **Scheduled Downloads:** The system supports automated scheduling of data exports, allowing payment data to be downloaded at regular intervals (e.g., daily, weekly, or monthly) without manual intervention. This feature is useful for regular reporting and financial reconciliation tasks.
- **Real-Time Export:** Users can also initiate real-time exports of payment data at any time, providing immediate access to the latest transaction information as needed.

4. Ease of Integration:

- **System Compatibility:** The flat file format is designed to be easily integrated with other financial systems used by the City of Neosho, such as CivicPay and Springbrook. This compatibility ensures that the exported payment data can be smoothly imported into these systems for further processing and analysis.

5. Secure File Handling:

- **Encrypted Downloads:** To ensure the security of sensitive payment data, all flat file downloads can be encrypted during the export process. This protects the data from unauthorized access and ensures compliance with data security standards.

5. Comprehensive reporting on customer engagement

Our payment system includes robust reporting capabilities that provide comprehensive insights into customer engagement. These reports are designed to help the City of Neosho better understand customer behavior, track payment trends, and improve service delivery.

Comprehensive Customer Engagement Reporting:

1. Engagement Metrics:

- **Transaction Frequency:** Reports can detail how often customers engage with the payment system, including the frequency of payments, types of payments made, and the average transaction value. This helps identify active users and those who may need additional support or engagement strategies.
- **Payment Method Analysis:** The system tracks which payment methods (credit/debit cards, ACH, etc.) are most frequently used by customers. This data can help the City understand customer preferences and potentially optimize the payment options offered.

2. Customer Behavior Insights:

- **Payment Timeliness:** Reports can analyze how timely customers are in making payments, including patterns of late payments or early settlements. This insight is valuable for managing receivables and improving collection strategies.
- **Service Usage Trends:** The system tracks which services are most frequently paid for by customers (e.g., water bills, permits, venue rentals). Understanding these trends helps the City allocate resources effectively and identify opportunities for promoting less utilized services.

3. Demographic Analysis:

- **Customer Segmentation:** Reports can segment customers based on various demographic factors, such as location, service usage, and payment history. This allows the City to tailor communication and engagement strategies to different customer groups.
- **Targeted Outreach:** Based on engagement data, the City can identify customers who may benefit from targeted outreach, such as those who consistently miss payments or those who are highly engaged and might be receptive to new services.

4. Communication Effectiveness:

- **Response to Notifications:** The system can track how customers respond to different types of notifications, such as payment reminders, confirmations, or promotional messages. This data helps the City refine its communication strategies for better customer engagement.
- **Channel Performance:** Reports can show which communication channels (email, SMS, in-portal notifications) are most effective in reaching and engaging customers. This allows the City to optimize its communication efforts for maximum impact.

5. Interactive Dashboards:

- **Real-Time Reporting:** The system offers interactive dashboards that provide real-time insights into customer engagement metrics. These dashboards allow City administrators to quickly assess current engagement levels and adjust strategies as needed.
- **Customizable Reports:** Users can customize reports to focus on specific aspects of customer engagement that are most relevant to their needs. This includes the ability to create and save custom report templates for ongoing analysis.

6. Historical Data Analysis:

- **Trend Tracking:** The system can generate historical reports that track customer engagement over time. This helps the City identify long-term trends, seasonal variations, and the impact of specific initiatives on customer behavior.
- **Performance Benchmarking:** By comparing historical data with current metrics, the City can benchmark its performance and set realistic goals for improving customer engagement.

6. Access to raw data, such as customer contact data or possible alternatives

Our payment system provides secure and controlled access to raw data, including customer contact information and other critical data points, ensuring that the City of Neosho can effectively manage, analyze, and utilize this data for various purposes.

Access to Raw Data:

1. Customer Contact Data:

- **Direct Access:** Authorized users within the City of Neosho can access raw customer contact data directly through the administrative interface. This includes information such as customer names, email addresses, phone numbers, and mailing addresses. Access is granted based on user roles to ensure that sensitive information is protected and only accessible to those with the appropriate permissions.
- **Export Options:** Customer contact data can be exported in a flat file format (e.g., CSV or Excel), allowing for easy integration with other systems, such as CRM platforms, or for further analysis and reporting. This flexibility ensures that the City can maintain up-to-date contact records and use the data for targeted communication and engagement efforts.

2. Access to Other Raw Data:

- **Transaction Data:** In addition to contact information, the system allows access to raw payment transaction data, including details such as transaction IDs, payment methods, amounts, dates, and service types. This data can be used for reconciliation, auditing, or financial analysis.

- **Service Usage Data:** Raw data on service usage, such as which services are most frequently paid for and by which customer segments, can be accessed and exported for further study. This data can be valuable for identifying trends, optimizing service offerings, and improving customer satisfaction.

3. **Data Security and Compliance:**

- **Role-Based Access Control:** Access to raw data is managed through role-based access control (RBAC), ensuring that only authorized personnel can view or export sensitive information. This approach helps maintain data security and compliance with privacy regulations.
- **Audit Trails:** The system maintains audit trails of all data access and export activities, providing a transparent record of who accessed what data and when. This feature is crucial for monitoring data usage and ensuring that access is being used appropriately.

4. **Possible Alternatives for Data Access:**

- **APIs for Data Integration:** For organizations that prefer to integrate raw data into their own systems, we offer API access that allows for real-time data retrieval. This option provides a seamless way to incorporate customer contact data, transaction details, and other raw data into external applications or databases.
- **Scheduled Data Exports:** If real-time access is not required, the system supports scheduled data exports. This allows the City to receive regular updates of raw data at predetermined intervals, such as daily or weekly, without manual intervention.

5. **Data Anonymization Options:**

- **Privacy Protection:** For scenarios where full access to raw data is not necessary, the system offers the option to anonymize sensitive information, such as customer names or contact details. This allows for analysis and reporting while still protecting customer privacy.
- **Customizable Data Views:** Users can create customized data views that exclude certain sensitive fields or aggregate data to a higher level, depending on the specific needs of the analysis or the privacy requirements.

Exhibit C

Explain/Describe Details of System Features

Exhibit C provides an opportunity for the proposer to describe and explain their system. Please provide answers to the following questions as a part of your proposal.

A. Technical Requirements:

1. Describe available hosting model (s) (i.e., on premise, Cloud, SaaS, etc.)

We provide a **cloud-based payment processing solution** hosted in Microsoft Azure, leveraging our **SaaS infrastructure**.

- **Scalability:** Automatically adapts to transaction demands.
- **Security:** Ensures compliance with industry standards, including encryption and threat protection.
- **Availability:** Delivers 99.9% uptime for consistent, reliable service.
- **Disaster Recovery:** Offers built-in redundancy through Azure's global data centers.
- **Management:** Fully managed by our team, requiring no infrastructure maintenance from the city.

This cloud solution offers secure, scalable, and reliable services tailored to the City of Neosho's needs.

2. Describe PCI compliance level; compliance with the NACHA rules and regulations; provide relevant security certifications

Compliance and Security

- **PCI DSS Level 1:** Our partners and payment gateways, including **Chase Paymentech**, are fully PCI compliant, ensuring the highest level of payment security.
- **Tokenization:** We use tokenization through VisualGov to protect sensitive card data, meaning we never handle or store card information directly.
- **NACHA Compliant:** Adheres to all eCheck processing standards for secure ACH transactions.
- **Security Certifications:** Includes **ISO/IEC 27001** for information security management.

Our commitment to security and compliance guarantees a secure payment processing experience for the City of Neosho.

3. Provide information pertaining to cyber security and data privacy practices

Cybersecurity and Data Privacy

At VisualGov, we prioritize cybersecurity and data privacy by implementing industry best practices and adhering to stringent standards. Our measures include:

- **Encryption:** All sensitive data is encrypted both in transit and at rest.

- **Access Controls:** We enforce strict access controls and multi-factor authentication to protect against unauthorized access.
- **Regular Audits:** We conduct regular security audits and vulnerability assessments to ensure our systems remain secure.
- **Compliance:** We comply with relevant industry standards, including **PCI DSS** and **ISO/IEC 27001**, to safeguard customer information.

These practices ensure that all data handled by VisualGov is protected against cyber threats and privacy breaches.

4. Describe the service level agreement (SLA) model that you adhere to

Service Level Agreement (SLA) Model

Our card processing services have consistently maintained a 99.9% uptime, reflecting our commitment to reliability and efficiency. This uptime is supported by our robust infrastructure and key partnerships, including **Chase Paymentech**, one of the largest bank processors in the industry.

Key Components of Our SLA:

- **Uptime Management:** We closely monitor our systems and work with our partners to ensure consistent availability. Regular maintenance and real-time monitoring help us quickly identify and address potential issues before they impact service.
- **Incident Response:** In the event of an issue, our dedicated support team is available 24/7 to respond promptly. We have established escalation procedures to ensure critical issues are prioritized and resolved as quickly as possible.
- **Performance Monitoring:** We utilize advanced analytics and performance monitoring tools to track transaction times and system performance. This proactive approach helps us maintain service levels and meet the expectations of our clients.
- **Continuous Improvement:** Feedback from our clients and regular audits allow us to refine our processes and enhance service delivery, ensuring that we continue to meet the evolving needs of our clients.

Our SLA model is designed to provide a dependable, secure, and efficient card processing service, with a strong focus on maintaining high availability and prompt response to any service-related issues.

5. describe your system's performance – what performance metrics do you track and how do they change with the customer-base size

System Performance and Monitoring

Our system is designed for high performance and reliability, with a focus on maintaining efficiency as the customer base grows.

Performance Metrics Tracked:

- **Transaction Processing Speed:** We monitor the speed of each transaction in real-time, aiming to complete 99.5% of transactions within 2 seconds. This metric is crucial for maintaining the efficiency of payment processing, especially as the number of users increases.
- **Uptime and Availability:** We track system uptime, striving to maintain 99.9% availability. This includes monitoring server health and system load, ensuring consistent performance regardless of customer-base size.

- **Transaction Volume:** We regularly track the volume of transactions processed, ensuring that our infrastructure scales effectively as customer demand grows. Our cloud-based solution in Microsoft Azure automatically adjusts resources to maintain performance levels.

Proactive Notifications and Customer Communication:

- **Real-Time Alerts:** If transaction processing speeds drop below expected levels, our system generates real-time alerts, allowing our technical team to act quickly. Customers are also notified via email if we detect any delays, ensuring they are aware of the situation immediately.
- **Regular Updates:** In case of any detected performance issues, we provide customers with regular updates until the issue is resolved. This communication keeps customers informed about the status and any potential impacts on their services.

Our proactive monitoring and scalable infrastructure ensure that our system consistently delivers high performance, even as the customer base expands.

6. Describe disaster recovery methodology

Disaster Recovery Methodology

Our disaster recovery strategy is designed for rapid response and resilience, ensuring minimal downtime and data loss in the event of an unexpected incident.

Automated Pipeline Deployment:

- **Infrastructure as Code (IaC):** All virtual machines, databases, containers, and SaaS services are managed through an automated pipeline deployment using Infrastructure as Code (IaC) practices. This allows us to redeploy our entire platform within a few hours if needed, ensuring that services are quickly restored with minimal manual intervention.
- **Regional Load Balancing:** Our core processing services are distributed and balanced across multiple geographic regions. This approach provides redundancy and helps mitigate the impact of regional failures, ensuring continuity of service even if one region is affected.

Data Backup and Retention:

- **Hourly Database Backups:** Our databases are backed up every hour to ensure that data is consistently protected. These backups are crucial for restoring data to the most recent state in the event of a failure.
- **Backup Retention:** We maintain these backups for a period of 2 weeks, allowing us to recover from issues that may not be immediately detected. This retention period strikes a balance between data availability and storage efficiency.

Rapid Redeployment:

- **Full Platform Redeployment:** In a worst-case scenario where a complete system rebuild is required, our automated deployment pipeline allows us to redeploy our entire platform from scratch within a few hours. This capability ensures that we can recover from catastrophic failures with minimal downtime.

Continuous Improvement:

- **Regular Testing:** We regularly test our disaster recovery processes to identify any potential gaps and ensure that our methodologies align with industry best practices. This ongoing refinement helps us maintain a high level of preparedness for any disaster scenario.

Our disaster recovery methodology emphasizes speed, efficiency, and resilience, ensuring that we can quickly restore services and protect data in any situation.

7. Describe how your system will handle downtime caused by CivicPay maintenance and upgrade windows

Handling Downtime During CivicPay Maintenance and Upgrades

Our system is designed to seamlessly integrate with third-party services like CivicPay. However, since CivicPay and other vendors control their own systems, we have processes in place to manage any downtime or disruptions caused by their maintenance or upgrade windows.

Support During Third-Party Downtime:

- **Active Monitoring:** We actively monitor all integrated services, including transaction volumes and system health. If we detect unusual activity, such as a significant drop in transactions, it may indicate an issue with a third-party service.
- **Customer Notifications:** If CivicPay or any other third-party service experiences downtime or fails to perform as expected during maintenance or upgrades, we will immediately notify our customers. This ensures that they are aware of the situation and can take any necessary actions on their end.
- **Continued Support:** While CivicPay is under maintenance, we continue to support all other aspects of our system that remain operational. If the third-party service resumes normal operations, our system is ready to continue processing transactions without delay.

Our proactive approach ensures that customers are informed and supported during any third-party maintenance or upgrades, minimizing disruptions and maintaining transparency.

8. Describe how you communicate and handle system maintenance, upgrades and bug fixes

Communication and Handling of System Maintenance, Upgrades, and Bug Fixes

Our approach to managing system maintenance, upgrades, and bug fixes prioritizes clear communication and minimal disruption to our customers' operations.

Planned Maintenance and Scheduled Outages:

- **Advance Notification:** We notify customers via email 24 hours in advance of any planned maintenance or scheduled outages. This allows customers to prepare for any potential disruptions.

Unexpected Outages:

- **Immediate Communication:** In the event of an unexpected outage, we send email notifications to predefined contacts as soon as the issue is identified. These notifications provide details on the nature of the outage and the steps being taken to resolve it.
- **Alternate Notification Method:** If there is a known email outage, our automated IVR system can be configured to deliver notifications via phone calls, ensuring that customers are informed even if email communication is compromised.

Ongoing Updates:

- **Hourly Status Updates:** During an outage or disruption, we strive to provide hourly updates to keep customers informed of our progress in resolving the issue. These updates include the current status, expected resolution time, and any actions customers may need to take.

Support Availability:

- **Support Contacts:** Customers can reach out for additional assistance via our support number and email, which are always available to address any concerns or provide further clarification during maintenance or outages.

Our communication strategy ensures that customers are kept informed at every stage, reducing uncertainty and helping them manage any disruptions effectively.

B. User Interface/Customer Experience:

1. Describe user interface layout on multiple devices and operating systems

Our payment system is designed with a responsive and intuitive user interface (UI) that adapts seamlessly across multiple devices and operating systems. This ensures that users have a consistent and user-friendly experience, whether they are accessing the system on a desktop, tablet, or smartphone, and regardless of their operating system.

User Interface Layout Across Devices:

1. Responsive Design:

- **Adaptive Layout:** The UI is built with a responsive design framework that automatically adjusts the layout to fit the screen size and resolution of the device being used. This ensures that the system is equally accessible and easy to navigate on desktops, tablets, and smartphones.
- **Scalable Elements:** UI elements such as buttons, menus, forms, and text automatically scale to remain readable and usable on smaller screens. This prevents the need for excessive scrolling or zooming, providing a smooth user experience on all devices.

2. Cross-Platform Compatibility:

- **Operating Systems Supported:** The payment system is fully compatible with major operating systems, including Windows, macOS, iOS, and Android. This cross-platform support ensures that users can access the system using their preferred devices without any loss of functionality or performance.
- **Browser Compatibility:** The UI is designed to work seamlessly across all modern web browsers, including Chrome, Firefox, Safari, Edge, and others. This ensures that users experience consistent performance and design, regardless of their browser choice.

3. Desktop Layout:

- **Comprehensive Dashboard:** On desktops, the UI features a full-width dashboard that displays all key information, such as recent transactions, account balances, and notifications. The layout makes full use of the available screen space, providing an overview of all relevant data at a glance.
- **Multi-Panel Navigation:** The desktop interface utilizes a multi-panel layout with a persistent navigation menu on the left side. This allows users to easily access different sections of the system, such as payment history, account settings, and reporting tools, without losing context.

4. Tablet Layout:

- **Optimized Touch Interface:** On tablets, the UI retains the core layout of the desktop version but is optimized for touch interactions. Buttons and interactive elements are sized appropriately for touch input, ensuring ease of use on touchscreens.

- **Collapsible Menus:** The navigation menu is designed to be collapsible on tablets, allowing users to maximize screen space for content while still providing quick access to navigation options when needed.
- 5. **Smartphone Layout:**
 - **Simplified Navigation:** On smartphones, the UI is streamlined to focus on the most critical tasks. A simplified, top-level navigation menu replaces the desktop's multi-panel layout, with key functions accessible via a hamburger menu or a bottom navigation bar.
 - **Single-Column View:** The interface switches to a single-column layout on smartphones, ensuring that content flows vertically for easy scrolling. This layout makes it simple to review information, complete forms, and process payments on smaller screens.
 - **Quick Access Features:** Features such as quick payment options and recent transaction summaries are prominently displayed on the smartphone interface, allowing users to complete tasks with minimal taps.
- 6. **Consistency and Usability:**
 - **Unified Design Language:** The UI maintains a consistent design language across all devices, with uniform color schemes, typography, and iconography. This consistency helps users feel familiar with the interface, regardless of the device they are using.
 - **Accessibility Features:** The UI includes accessibility features such as adjustable text sizes, high-contrast mode, and screen reader compatibility. These features ensure that the system is usable by individuals with varying abilities and preferences across all devices.

2. Describe how your software follows ADA compliance standards

ADA Compliance Standards

Our payment system is fully compliant with ADA standards, ensuring accessibility for all users, including those with disabilities.

Key Features:

1. **WCAG 2.1 Level AA Compliance:**
 - We follow WCAG 2.1 Level AA guidelines to ensure our software is accessible to users with visual, auditory, motor, and cognitive impairments.
2. **Keyboard Navigation:**
 - The interface is fully navigable using a keyboard, with logical tab order and visible focus indicators.
3. **Screen Reader Compatibility:**
 - Compatible with screen readers using ARIA landmarks, labels, and descriptive alt text for images and non-text content.
4. **Text Resizing and Contrast:**
 - Users can resize text and switch to high-contrast mode to enhance visibility and readability.

5. Accessible Forms and Error Messages:

- Forms are clearly labeled, and error messages are accessible and announced by screen readers.

6. Responsive Design:

- ADA compliance features are maintained across all devices, ensuring accessibility on desktops, tablets, and smartphones.

7. Regular Testing and Audits:

- We conduct regular accessibility audits and testing, including third-party reviews, to ensure continuous compliance.

8. Support and Feedback:

- Dedicated accessibility support is available, and users can provide feedback to help us improve.

3. Indicate if your system supports multiple languages and specify which ones

Our payment system supports multiple languages, ensuring accessibility and usability for a diverse range of users. Currently, the system offers full support for the following languages:

Supported Languages:

1. English:

- The primary language of the system, offering complete functionality and user support in English.

2. Spanish:

- The system is fully localized in Spanish, providing all features and interfaces in a way that is easily understandable for Spanish-speaking users.

Language Selection and Customization:

- **User Interface Language Selection:** Users can easily switch between available languages through a simple selection menu located at the top of the user interface. This allows users to choose their preferred language at any time, ensuring a seamless experience.
- **Expandable Language Support:** While English and Spanish are currently supported, our system is designed to be flexible and scalable, allowing for the addition of more languages based on the City of Neosho's needs. We can integrate additional languages as required, ensuring that the system remains inclusive and accessible to all users.

4. Provide information about account validation logic

Our payment system incorporates robust account validation logic to ensure the accuracy and security of user accounts and transactions. This logic is designed to verify the legitimacy of account details, reduce the risk of fraud, and provide a smooth user experience.

Account Validation Logic:

1. User Registration and Login Validation:

- **Email Verification:** During the registration process, users are required to provide a valid email address. The system sends a verification email containing a unique link that the user must click to confirm their email address. This step ensures that the email address is active and belongs to the user.
- **Password Strength Enforcement:** To enhance security, the system enforces strong password requirements during account creation. Passwords must meet criteria such as a minimum length, inclusion of upper and lower case letters, numbers, and special characters. This reduces the risk of unauthorized access.

2. Real-Time Data Validation:

- **Form Input Validation:** As users enter information into forms (e.g., during registration or payment), the system performs real-time validation to check for errors or inconsistencies. This includes verifying that required fields are completed, ensuring that data formats (e.g., email addresses, phone numbers) are correct, and checking for duplicates.
- **Error Messages and Guidance:** If the system detects an issue during input validation, it provides immediate feedback to the user with clear error messages and guidance on how to correct the problem. This helps prevent submission errors and ensures that data entered into the system is accurate.

3. Payment Method Validation:

- **Credit/Debit Card Validation:** The system validates credit and debit card information in real-time. This includes checking the card number format using the Luhn algorithm, verifying the card expiration date, and requiring the correct entry of the card's CVV (Card Verification Value). This reduces the likelihood of fraudulent transactions.
- **ACH/Electronic Check Validation:** For ACH or electronic check payments, the system validates bank routing and account numbers to ensure they are correctly formatted and valid. The system may also check against known databases of valid bank routing numbers to further ensure accuracy.

4. Duplicate Account and Transaction Checks:

- **Duplicate Account Prevention:** The system includes logic to detect and prevent the creation of duplicate user accounts. This is done by checking unique identifiers such as email addresses, phone numbers, or other key data points during registration.
- **Duplicate Payment Detection:** The system also checks for potential duplicate payments by comparing key transaction details, such as payment amount, date, and account information. If a duplicate payment is detected, the system prompts the user for confirmation before processing.

5. Two-Factor Authentication (2FA):

- **Enhanced Security:** To further secure user accounts, the system supports Two-Factor Authentication (2FA). This requires users to enter a verification code sent to their registered mobile device or email address in addition to their password during login. This adds an extra layer of protection against unauthorized access.

6. **Continuous Validation and Monitoring:**

- **Ongoing Account Monitoring:** After account creation, the system continuously monitors account activity for unusual behavior, such as multiple failed login attempts or unexpected changes to account details. If suspicious activity is detected, the system may temporarily lock the account and prompt the user to verify their identity.
- **Regular Validation Checks:** Periodically, the system may prompt users to revalidate certain account details, such as updating their password or confirming their contact information. This ensures that account information remains accurate and secure over time.

7. **Integration with External Validation Services:**

- **Third-Party Verification:** The system can integrate with external validation services to further enhance the accuracy of account information. For example, it can connect to services that verify phone numbers, postal addresses, or identity information against authoritative databases.

C. **System Integrations**

1. Describe how integration with Civic Plus and/or Springbrook are implemented.

Integration with CivicPlus and Springbrook

As a payment processing provider, we ensure seamless integration with CivicPlus and Springbrook to streamline financial operations and enhance the user experience for the City of Neosho.

Integration Process:

1. **Initial Setup and Configuration:**

- Our team collaborates with the City's IT staff to establish secure connections between our payment processing system and CivicPlus or Springbrook.
- We configure API endpoints or file-based data exchanges to ensure efficient communication between systems.

2. **Data Synchronization:**

- **Scheduled Data Transfers:** We schedule regular data transfers that sync transaction data at specific intervals, ensuring accurate and timely updates in the City's financial records.

3. **Secure Communication:**

- **Encryption:** All data exchanged between our system and CivicPlus/Springbrook is encrypted using SSL/TLS to ensure data security and compliance with industry standards.
- **Authentication:** We implement robust authentication methods to ensure that only authorized systems and users can access or transmit data.

4. **Custom Data Integration:**

- We support custom data integration options, including **.csv file transfers** or **JSON data exchanges** via API, allowing for tailored data flows that meet the City's specific needs.
- Our system is flexible and can adapt to various data formats and transport protocols used by CivicPlus and Springbrook.

5. **Testing and Validation:**

- Before going live, we conduct extensive testing to validate the integration, ensuring that all data is correctly transmitted and processed.
- This includes testing for data accuracy, transaction reconciliation, and system interoperability.

6. **Ongoing Support:**

- After the integration is live, we provide ongoing support to monitor the system, address any issues, and make adjustments as needed to ensure continued seamless operation.

Benefits of Integration:

- **Efficiency:** Integration with CivicPlus and Springbrook streamlines payment processing and financial reporting, reducing manual data entry and minimizing errors.
- **Transparency:** All transactions are tracked and recorded, providing complete transparency and easy reconciliation across systems.
- **Security:** Our integration process prioritizes data security and compliance, ensuring that all financial data is handled with the highest level of protection.

2. Describe how customer contact data is collected

Collection and Management of Customer Contact Data

Our system is designed to collect only the essential customer contact data necessary for transaction processing and communication, ensuring both security and privacy.

Data Collected:

- **Contact Information:** The only customer data we collect includes the customer's name, email, phone number, and potentially an address, depending on the transaction type.
- **Email Verification:** We require valid email for receipts and post-payment communications. To prevent the use of invalid or fraudulent email addresses, we utilize a third-party email verification service.

Data Security and Auditing:

- **No Card Data Collection:** No card data is ever collected or stored on our systems. All payment processing is handled securely through PCI-compliant gateways.
- **Auditing and Logging:** All access to VisualGov data is thoroughly audited and logged. This allows us to monitor for any data misuse or unexpected access to customer information, ensuring that all customer data is handled appropriately and securely.

This approach ensures that only the necessary customer data is collected, and it is managed with the highest level of security and oversight.

3. Describe the approach used to integrate with a payment processor. Specify which merchant services providers your solution is currently integrated with or had been integrated with in the past. Indicate if your solution has been integrated with Celero. Specify third-party solutions required for integrating with payment processing services. Provide all costs associated with this implementation

Integration with Payment Processors

Our approach to integrating with payment processors is designed to ensure secure, efficient, and seamless transaction processing.

Current Integration:

- **Chase Paymentech:** We are currently integrated with Chase Paymentech, one of the leading payment processors. Our system is fully optimized to work with Chase Paymentech, and our costs and fees are structured under our existing contractual relationship.

Potential for Other Integrations:

- **Open to Other Processors:** While we are open to working with other payment processors, it would require an established contractual relationship. Our costs and fees would need to be restructured based on the new processor's requirements and the specific terms of the agreement.

Past Integrations:

- **Previous Integrations:** While our primary integration is with Chase Paymentech, we have experience working with various other merchant services providers in the past. This includes integration with multiple payment gateways and services to accommodate the needs of our clients.

Third-Party Solutions:

- **Required Solutions:** Depending on the payment processor, third-party solutions such as API gateways, security tools, or data exchange services may be required to facilitate integration.

Costs Associated with Implementation:

- **Implementation Costs:** The costs associated with integrating a new payment processor would depend on the complexity of the integration, the need for any third-party solutions, and the terms of the new contractual relationship. This would include setup fees, ongoing transaction fees, and any additional costs related to compliance or security.

In summary, while our solution is currently optimized for Chase Paymentech, we are open to working with other processors, provided that a contractual relationship is established, and costs are adjusted accordingly.

4. Specify if and what current and historical data can be downloaded into a flat file format**Data Download and Availability**

We provide full access to both current and historical data stored in our system, which can be downloaded into a flat file format.

Data Available for Download:

- **Transaction Data:** Includes dates, payment types, and customer information.
- **Technical Data:** Captures IP addresses, geolocation, device types, and browsers used during payments.

This comprehensive access allows you to retrieve and analyze all relevant data in a format that best suits your needs.

5. Describe cost and implementation/configuration required to accept payments for multiple service types**Cost and Implementation for Multiple Service Types**

Our system is designed to easily accommodate payments for multiple service types with minimal cost and effort.

Cost:

- **Initial Setup Fee:** There is a one-time setup fee of \$250 for configuring multiple payment services.

- **No Ongoing Costs:** There are no additional monthly or annual fees. All costs are covered by convenience fees paid by users when they utilize our payment services.

Implementation and Configuration:

- **Flexible Merchant Accounts:** The city can choose to use an existing merchant account or set up a new one for each type of transaction. These accounts can be configured to deposit funds into the same financial institution or an alternate one, depending on the city's preferences.
- **Ease of Expansion:** If the city decides to accept payments for new transaction types in the future, the system can be easily configured to accommodate these changes without additional costs.

This approach ensures a cost-effective and flexible solution for managing payments across multiple service types.

6. Describe how additional integrations/configurations will be implemented based on the business needs

Implementation of Additional Integrations and Configurations

Our system is designed to adapt to your evolving business needs, including the integration of new features or configurations based on legislative changes or specific city requirements.

No-Cost Updates:

- **Legislative and Feature Updates:** We typically provide updates for new features or legislative changes at no additional cost, covering up to 40 hours of implementation work.

City-Specific Changes:

- **Custom Implementations:** If a change specific to the city's business requires more than 40 hours to implement, we will provide a detailed statement of work. This statement will outline the scope, timeline, and costs associated with completing the necessary changes.

This approach ensures that your system remains compliant and fully functional, with flexible options for accommodating more extensive changes as needed.

D. Payment Features

1. Describe available payment types and payment channels and how they are implemented, including stored and schedule payments options.

Our payment system offers a wide range of payment types and channels, providing flexibility and convenience for the City of Neosho's customers. The system also includes options for stored and scheduled payments, making it easier for users to manage their financial obligations efficiently.

Available Payment Types:

1. Credit and Debit Cards:

- **Supported Cards:** We accept all major credit and debit cards, including Visa, Mastercard, Discover, and American Express.
- **Implementation:** Payments are processed securely through an integrated payment gateway that handles real-time authorization, ensuring that funds are available, and transactions are completed promptly. The system supports

tokenization, meaning card details are securely stored as tokens for future use without retaining sensitive card information.

2. Electronic Checks (ACH):

- **ACH Payments:** Customers can make payments directly from their bank accounts using the Automated Clearing House (ACH) network.
- **Implementation:** ACH payments are processed by securely transmitting bank routing and account numbers, with funds typically debited from the customer's account within 1-3 business days. Our system validates bank details during the payment process to ensure accuracy and reduce the risk of errors.

3. Stored Payments:

- **Tokenization for Security:** The system allows customers to securely store their payment information (credit/debit card or bank account details) using tokenization. This means that sensitive data is replaced with a unique token that can only be used within our system, minimizing the risk of data breaches.
- **Convenience for Recurring Use:** Stored payment options enable customers to make future payments quickly without needing to re-enter their payment details. This is particularly useful for users who make frequent payments or prefer a faster checkout process.

4. Scheduled Payments:

- **Recurring Payments:** Customers can set up recurring payments for regular obligations, such as utility bills or permit fees. The system allows users to specify the frequency (e.g., weekly, monthly) and duration of these payments.
- **One-Time Scheduled Payments:** In addition to recurring payments, users can schedule one-time payments for a future date. This flexibility ensures that customers can manage their payments even if they anticipate being unavailable at the time the payment is due.
- **Implementation:** The system provides a user-friendly interface for setting up and managing scheduled payments. Users receive notifications before each scheduled payment is processed, and they have the option to modify or cancel payments up to a specified deadline.

Available Payment Channels:

1. Online Payments:

- **Web Portal:** Customers can access the City of Neosho's payment system through a secure online portal. The portal is accessible via desktop and mobile devices, allowing users to make payments, view account details, and manage stored and scheduled payments from anywhere.
- **User Authentication:** Secure login and user authentication mechanisms ensure that only authorized users can access payment services. Two-Factor Authentication (2FA) is also available for enhanced security.

2. Mobile Payments:

- **Mobile-Friendly Interface:** The payment system is fully optimized for mobile devices, providing a responsive design that adapts to smartphones and tablets. This ensures a seamless experience for users making payments on the go.

- **Mobile App Integration:** For organizations with a dedicated mobile app, our payment system can be integrated to offer in-app payment functionality, allowing users to manage their accounts and make payments directly through the app.

3. In-Person Payments:

- **Point of Sale (POS) Integration:** The system can be integrated with POS terminals, enabling in-person payments at municipal offices or other designated locations. This is ideal for customers who prefer to make payments in cash, by check, or by card in a face-to-face setting.
- **Receipt Issuance:** Receipts can be printed or emailed directly from the POS system, providing immediate confirmation of payment.

4. Phone Payments:

- **IVR System:** The payment system can be integrated with an Interactive Voice Response (IVR) system, allowing customers to make payments over the phone. The IVR system guides users through the payment process, accepting credit/debit card or ACH payments securely.
- **Agent-Assisted Payments:** Customers also have the option to make payments over the phone with assistance from a customer service representative. This channel is particularly useful for those who need help navigating the payment process.

Implementation of Payment Options:

- **Integration and Setup:** All payment types and channels are integrated into a unified system that connects with the City's existing financial infrastructure. Our implementation team works closely with the city to customize the payment system according to specific needs, ensuring a seamless transition and minimal disruption to operations.
- **User Training and Support:** We provide comprehensive training for City staff and ongoing support to ensure smooth operation and efficient management of the payment system. Users are guided through the setup of stored and scheduled payments, helping them take full advantage of the system's features.

2. Describe the ways payment confirmation is delivered to the customers

Our payment system provides multiple secure and convenient methods for delivering payment confirmations to customers, ensuring that they receive timely and accurate records of their transactions. These methods are designed to accommodate different customer preferences and enhance the overall user experience.

Payment Confirmation Delivery Methods:

1. Email Confirmation:

- **Automatic Email Receipt:** After a payment is successfully processed, an automatic email confirmation is sent to the customer's registered email address. This email includes detailed information about the transaction, such as the payment amount, date, transaction ID, and a summary of the services paid for.

- **Customizable Content:** The content of the email confirmation can be customized to include additional information such as contact details for customer support, links to view or download receipts, and any relevant terms and conditions.
- 2. **SMS/Text Message Confirmation:**
 - **Real-Time SMS Alerts:** Customers can opt to receive payment confirmation via SMS. This service sends a real-time text message to the customer's mobile phone immediately after the payment is processed, providing a quick and convenient way to confirm the transaction.
 - **Concise Information:** The SMS confirmation typically includes key transaction details such as the payment amount, transaction ID, and a brief description of the service or bill paid. This is particularly useful for customers who want immediate confirmation while on the go.
- 3. **In-App or Web Portal Notifications:**
 - **Account Portal Notifications:** For customers who manage their payments through an online account portal or a mobile app, payment confirmations can be delivered directly within the platform. After logging in, customers can view their payment history, including recent transactions, and access detailed receipts.
 - **Push Notifications:** If the payment system is integrated with a mobile app, customers can also receive push notifications confirming the successful completion of a payment. These notifications provide instant updates and can be tailored to include transaction details or prompts to view more information within the app.
- 4. **Printed Receipts:**
 - **Point of Sale (POS) Receipts:** For in-person payments made at municipal offices or other physical locations, a printed receipt is provided immediately after the transaction. This receipt includes all relevant payment details and serves as physical proof of payment.
 - **Option to Print from Portal:** Customers who prefer a hard copy of their online payment confirmation can print their receipts directly from the web portal or mobile app. The system allows easy access to past transactions and the ability to print confirmations as needed.
- 5. **Phone Confirmation:**
 - **IVR and Agent-Assisted Payments:** For payments made via an Interactive Voice Response (IVR) system or through a customer service representative, customers receive verbal confirmation of their payment at the end of the call. They can also request to have the confirmation sent via email or SMS for their records.
- 6. **Downloadable PDF Receipts:**
 - **Secure Document Access:** Customers can download their payment confirmations in PDF format from the online portal or mobile app. These PDFs are formatted for easy printing and archiving, providing a secure and official record of the transaction.

Security and Reliability:

- **Data Encryption:** All payment confirmations, whether delivered via email, SMS, or in-app notifications, are transmitted using secure encryption protocols. This ensures that sensitive payment information is protected from unauthorized access.

- **Error Handling:** In the event that a payment confirmation fails to deliver (e.g., due to an incorrect email address), the system automatically retries delivery and logs the issue for customer support follow-up. Customers can also resend confirmations from their account portal.

Customization and User Preferences:

- **User-Defined Preferences:** Customers can set their preferred method of receiving payment confirmations during the payment process or in their account settings. This flexibility ensures that each user receives confirmations in the way that is most convenient for them.
- **Multi-Channel Confirmation:** For added convenience, customers can choose to receive confirmations through multiple channels simultaneously (e.g., both email and SMS), ensuring they never miss an important notification.

3. Describe options to ensure PCI compliance when CSR is accepting a customer payment over the phone

Ensuring PCI compliance when a Customer Service Representative (CSR) accepts a customer payment over the phone is critical to protecting sensitive payment information and maintaining the security of the payment process. Our system offers several options and best practices to ensure that all phone-based payments adhere to PCI DSS (Payment Card Industry Data Security Standard) requirements.

VisualGov offers an AI enabled Interactive Voice Response system that CSRs can direct customers to for payment. This is our preferred approach. Below are requirements for requirements outside of an IVR workflow.

PCI Compliance Options for Phone Payments:

1. Tokenization:

- **Tokenization Process:** When a CSR accepts payment over the phone, the system can immediately tokenize the credit card information. Tokenization replaces sensitive card details with a unique token that is stored and used for processing the payment. The original card data is never stored in the system, significantly reducing the risk of data breaches.
- **Secure Transmission:** Card details are securely transmitted during the call and tokenized before they are stored or processed, ensuring that sensitive data is not exposed to unauthorized access.

2. CSR Training and Certification:

- **Security Awareness Training:** All CSRs handling phone payments undergo comprehensive training on PCI compliance, including best practices for handling sensitive cardholder data. This training covers how to securely process payments, recognize potential security threats, and respond to data breaches.

- **Ongoing Certification:** CSRs are required to maintain up-to-date certification in PCI compliance, ensuring they are aware of the latest security protocols and compliance requirements.
- 3. **Call Recording and Redaction:**
 - **PCI-Compliant Call Recording:** If calls are recorded for quality assurance, the system ensures that no sensitive card data (such as the full credit card number, CVV, or expiration date) is captured in the recording. Recording systems are configured to pause during the part of the call where card information is provided, or sensitive details are automatically redacted from the recording.
 - **Manual Redaction:** In cases where automatic redaction is not possible, CSRs are trained to manually pause recordings or utilize secure input methods to ensure that sensitive information is not stored in the call logs.
- 4. **Dual-Tone Multi-Frequency (DTMF) Masking:**
 - **DTMF Masking Technology:** DTMF masking allows customers to enter their card details directly into the phone keypad, masking the tones so that the CSR and the call recording cannot detect the numbers being entered. The payment information is securely transmitted to the payment gateway without the CSR ever hearing or seeing the card details.
 - **Secure Payment Entry:** This method provides an additional layer of security, as the sensitive card data bypasses the CSR entirely, reducing the risk of data exposure.
- 5. **PCI-Compliant Payment Gateway Integration:**
 - **Secure Payment Processing:** The payment gateway used for processing phone payments is PCI DSS Level 1 compliant, ensuring that all transactions are processed in a secure and compliant manner. The gateway handles the encryption and secure transmission of cardholder data, protecting it from unauthorized access.
 - **CSR Interface:** The CSR interface is designed to facilitate secure payment entry, with features such as masked input fields for card data and automatic logouts after periods of inactivity to prevent unauthorized access.
- 6. **Minimal Data Handling and Storage:**
 - **No Data Storage:** The system is designed to avoid storing any sensitive cardholder data on local systems or within the CSR interface. Card data is transmitted directly to the payment gateway, minimizing the risk of exposure.
 - **PCI-Compliant Workstations:** Workstations used by CSRs are configured to meet PCI compliance standards, including secure login procedures, restricted access to sensitive systems, and regular security audits to ensure ongoing compliance.
- 7. **Customer Communication and Verification:**
 - **Secure Communication:** CSRs are trained to verify the identity of the customer before accepting payment, ensuring that sensitive information is only provided to authorized individuals. This includes asking security questions or verifying account details before proceeding with the payment.
 - **Privacy Assurance:** Customers are informed about the security measures in place, such as DTMF masking or secure payment gateways, to provide assurance that their payment information is being handled securely.

8. **Regular Audits and Compliance Checks:**

- **Internal Audits:** Regular internal audits are conducted to ensure that all phone payment processes remain compliant with PCI DSS standards. These audits include reviewing CSR procedures, checking system configurations, and testing for vulnerabilities.
- **External Compliance Reviews:** The system undergoes periodic external reviews by PCI Qualified Security Assessors (QSAs) to ensure that all aspects of phone payment processing meet the required standards.

4. Describe safeguards in place to handle undelivered communications and failed payments

Safeguards for Undelivered Communications and Failed Payments

Our system has several safeguards to manage undelivered communications and failed payments, ensuring minimal disruption for the City of Neosho and its customers.

Undelivered Communications:

1. **Email Bounce Management:** The system detects, and logs bounced emails. Soft bounces are retried automatically, while hard bounces trigger alerts for administrative follow-up.
2. **SMS Delivery Failures:** If an SMS fails, the system retries sending it and can switch to alternative communication methods like email or portal notifications.
3. **In-App Notifications:** Important messages are also sent via in-app notifications, ensuring they remain visible until acknowledged.
4. **Contact Verification:** Regular prompts for customers to update contact information help reduce undelivered communications.

Failed Payments:

1. **Real-Time Validation:** Payment details are validated in real-time, providing immediate feedback to customers regarding any issues.
2. **Automated Retry:** The system automatically retries failed payments due to temporary issues, with configurable retry attempts.
3. **Customer Notifications:** Customers receive immediate notifications for failed payments with guidance on how to resolve the issue.
4. **Support Escalation:** Repeated payment failures are escalated to a Customer Service Representative (CSR) for direct assistance.
5. **Logging and Reporting:** Detailed logs and reports on failed payments and undelivered communications help identify patterns and improve service.

5. Provide information about the ability to control and customize payment rules (method, amount, etc.) for a group of customers meeting common criteria, and for individual customer/accounts

Customizing Payment Rules

Our payment system allows the City of Neosho to customize payment rules for both groups of customers and individual accounts.

Group Customization:

- **Criteria-Based Rules:** Set payment methods, fee structures, and schedules based on customer groups (e.g., by location, account type).
- **Real-Time Adjustments:** Update rules dynamically, with automatic notifications to affected customers.

Individual Customization:

- **Tailored Payment Options:** Enable or restrict payment methods, set personalized schedules, and apply specific fees or discounts for individual accounts.
- **Account Alerts:** Configure custom alerts and restrictions for specific customers.

Control and Flexibility:

- **Administrative Interface:** Easily configure and adjust rules through a user-friendly interface, with full audit trails for accountability.
- **Support:** Ongoing support and training are provided to ensure effective use of the system.

6. Describe strategies used to mitigate duplicate payments

Strategies to Mitigate Duplicate Payments

Our system employs multiple strategies to prevent duplicate payments, ensuring accurate and reliable processing.

Key Strategies:

1. **Unique Transaction IDs:** Each payment is assigned a unique ID, cross-referenced against existing records to prevent duplicates.
2. **Real-Time Verification:** The system checks if a similar payment has already been processed, alerting the customer if a duplicate is detected.
3. **Retry Logic:** Payment retries are limited, with customer confirmation required to avoid accidental duplicates.
4. **Confirmation Prompts:** Customers are prompted to review payment history and confirm before completing transactions that may be duplicates.

5. **Automated Reconciliation:** The system continuously monitors for potential duplicates and flags them for review.
6. **Manual Review:** Customer Service Representatives (CSRs) are alerted to potential duplicates during manual processing for additional verification.
7. **Audit Logs and Reports:** Detailed logs and regular reports help monitor and improve duplicate payment prevention.

7. Indicate if all desired payment methods (credit and debit cards, electronic check (ACH)) can be implemented with any payment processing services. Include Celero and other payment processing options

Supported Payment Methods and Processors

Our payment system is optimized for processing with **Chase Paymentech**, our single source, for the past 15 years. We've developed a streamlined workflow from authorization through deposit that ensures efficient and cost-effective transactions.

Supported Payment Methods:

- **Credit/Debit Cards:** Supports all major cards with secure tokenization to protect card data.
- **Electronic Checks (ACH):** Fully supports ACH payments with secure transmission and real-time bank validation.

Compatibility with Other Processors:

- **Alternate Processors:** While our system is optimized for Chase Paymentech, we can work with other processors like Celero using payment gateways that support tokenization. However, we currently do not have a relationship with Celero.

Security and Flexibility:

- **Processor-Agnostic Capability:** Although optimized for Chase, we have the flexibility to integrate with other processors if needed, ensuring compliance with PCI DSS and NACHA standards.

E. CSR Interface and Functionality

1. Describe functionality available for CSRs, cashiers, accounting, and other internal staff that can aid in settling batches, reviewing user profiles, and other features related to portal administration and handling payments and payment batches

Automated Batching Workflow and Internal Staff Functionality

Our payment processing system features an automated batching workflow that operates on predefined time schedules, eliminating the need for any manual intervention. The City of Neosho only needs to focus on reconciling funds using the daily reports generated by our system.

Automated Batching Workflow:

- **Scheduled Automation:** Payments are automatically batched and processed according to set schedules, ensuring timely and consistent batch settlements without manual steps.
- **Daily Reports:** The system generates detailed daily reports, providing all the necessary information for the city to reconcile funds efficiently.

Internal Staff Functionality:

- **CSR and Cashier Tools:**
 - **Batch Settlement Review:** CSRs and cashiers can easily access and review batch settlements, ensuring that all transactions are processed correctly.
 - **User Profile Management:** Internal staff can view and update user profiles, including payment history and account status, allowing for efficient customer support.
 - **Transaction Review:** Staff can quickly search and review individual transactions, providing insights into payment details and statuses.
- **Accounting Features:**
 - **Batch Reports:** Accounting staff can access detailed batch reports to aid in the reconciliation process, ensuring that all funds are accounted for.
 - **Audit Trails:** The system maintains comprehensive audit trails for all transactions, allowing accounting staff to track changes and verify data integrity.
- **Portal Administration:**
 - **Role-Based Access:** Administrators can assign role-based access to various internal staff, ensuring that each user has the appropriate level of access to system features.
 - **Customizable Dashboards:** Staff can customize their dashboards to display relevant information, such as batch statuses, pending settlements, and user alerts.

These features ensure that internal staff can efficiently manage payment batches, review user profiles, and perform other essential tasks related to payment processing and portal administration.

F. System Administration

1. Describe how system administration is organized and the level of involvement that will be required from the internal City staff

System Administration and City Staff Involvement

Our payment platform is designed for minimal involvement from City of Neosho staff, focusing mainly on managing user roles and permissions.

System Administration:

- **Role Management:** The primary administrative responsibility for City staff is managing roles within their team. This includes assigning roles (CSR, Supervisor, Admin) and defining what reports and card processing actions each role can perform.
- **User Permissions:** City staff can easily configure permissions, ensuring that each user has the appropriate access level for their duties.

Involvement Level:

- **Minimal Administration Required:** Apart from managing roles and permissions, the system handles most other administrative tasks automatically, reducing the need for day-to-day involvement from City staff.
- **Focused Control:** City staff have control over what actions can be performed by their team, such as processing payments, generating reports, or issuing credits, with Supervisors and Administrators overseeing these functions.

This streamlined approach allows City staff to focus on their core responsibilities while maintaining control over key system functions.

2. Describe user roles and permission levels for the internal staff

System Administration and City Staff Involvement

Our payment platform is designed to be easily managed by the City of Neosho with clearly defined staff roles.

Key Roles:

1. **Customer Service Representative (CSR):**
 - Handles day-to-day tasks such as processing payments, managing customer inquiries, and reviewing transaction details.
 - CSRs have access to basic customer account information and transaction history but do not have the ability to void transactions or issue credits.
2. **Supervisor:**
 - Supervisors have additional privileges, including the ability to void transactions and issue credits.
 - They oversee CSRs, manage more complex customer service issues, and have access to advanced reporting features.

- Supervisors also monitor payment activity and can intervene in cases of disputed transactions.

3. **Administrator:**

- Administrators have full access to all system settings and configurations.
- They manage user profiles and roles, configure payment rules, oversee security settings, and handle integrations with payment processors.
- Administrators are responsible for the initial system setup, ongoing monitoring, and maintenance of the platform.

City Management of Roles:

- The city has the flexibility to manage user profiles and assign roles (CSR, Supervisor, Admin) as needed.
- Role-based access ensures that each staff member has the appropriate level of access and responsibility, maintaining system security and efficiency.

Internal Staff Involvement:

- The system's user-friendly interface allows staff to perform their tasks efficiently, with the minimal technical knowledge required.
- Supervisors and Administrators can generate reports, handle escalated issues, and ensure that the system runs smoothly.

G. Cashiering/Accounting Interface and Functionality

1. Describe the process required to search for a specific payment and available search criteria

Searching for a Specific Payment

In our admin portal, searching for specific payments is straightforward and efficient. Users can search for all transactions using a variety of criteria:

- **Name:** Look up payments by the payer's name.
- **Card Information:** Search by partial or full card numbers associated with the transaction.
- **Dates:** Filter transactions based on the date range when the payment was made.
- **Dollar Amount:** Narrow down search results by the specific payment amount.
- **Card Type:** Filter transactions by the type of card used (e.g., Visa, Mastercard, etc.).
- **Additional Filters:** Apply other relevant filters to refine search results further.

These options allow for quick and precise retrieval of transaction details, ensuring that the necessary information is easily accessible.

2. Describe how different payments types made through various payment channels are presented to the internal staff and how they are settled. Indicate if there is a variation in payment settlement because of variability of payment channels and types. Indicate if there is any difference in this functionality related to different payment processing merchants

Presentation and Settlement of Payment Types

In our system, different payment types made through various channels are clearly presented to internal staff and are settled efficiently, with slight variations depending on the payment type and processing merchant.

Payment Presentation:

- **Unified View:** All payment types—credit/debit cards, eChecks, and others—are displayed in a unified view within the admin portal, categorized by payment type and channel.
- **Detailed Information:** Internal staff can view detailed transaction information, including the payment method, processing channel, and settlement status.

Payment Settlement:

- **Daily Batching:** All transactions are batched daily, ensuring timely processing and settlement.
- **Credit/Debit Cards:** Most card payments, including Visa, Mastercard, and Discover, are processed and settled through Chase Paymentech.
 - **Amex Payments:** American Express payments are handled differently, with deposits coming directly from American Express rather than through Chase Paymentech.

eCheck Payments:

- **Deposit Timing:** eCheck payments are deposited promptly, but full clearance can take up to 5 business days. During this period, checks can be returned if issues arise.
- **Real-Time Verification:** Account and routing numbers are verified in real-time to reduce the risk of errors, and some banks provide assurance of funds to minimize the chances of returned checks.

Variations in Settlement:

- **Amex vs. Other Cards:** The key difference is that Amex payments are settled directly by American Express, while other card payments go through Chase Paymentech.
- **eCheck Processing:** The longer clearance time for eChecks requires additional monitoring, but the system is equipped to handle this variation without impacting overall settlement efficiency.

This structure ensures that all payment types are processed smoothly, with staff able to manage and monitor transactions effectively across different channels.

3. Explain if there is an option of consolidating desired payment types in a single interface. Is there a potential to simplify payment processing and reconciliation and reduce City staff manual involvement?

Consolidation of Payment Types and Simplification of Processes

Our system offers the option to consolidate various payment types into a single interface, streamlining payment processing and reconciliation. By routing all card transactions through Chase Paymentech, VisualGov can provide several key benefits:

Single Interface Consolidation:

- **Unified View:** All payment types, including credit/debit cards and eChecks, can be managed and viewed within a single, consolidated interface.
- **Simplified Management:** This unified approach simplifies the management of transactions, making it easier for City staff to track, report, and reconcile payments.

Reduced Manual Involvement:

- **Streamlined Processes:** With all transactions routed through Chase Paymentech, City staff can reduce manual reconciliation efforts. All deposits and transaction data would be consolidated into one source, minimizing the need to manage multiple payment processors.
- **Comprehensive Reporting:** The system enables the city to generate comprehensive reports across multiple merchant accounts and departments, all from one platform. This centralization allows for easier tracking of funds and quicker reconciliation of accounts.

Simplified Reconciliation:

- **Single Source of Deposits:** By using Chase Paymentech for all card transactions, the City benefits from having a single source for deposits and transaction data, greatly reducing complexity.
- **Efficiency Gains:** With less manual involvement required, staff can focus on higher-level tasks, improving overall operational efficiency.

In summary, consolidating payment types within a single interface and routing transactions through Chase Paymentech not only simplifies payment processing and reconciliation but also reduces the need for extensive manual involvement by City staff.

4. Describe reconciliation processes, specifically as it pertains to reconciling with CivicPay and/or Springbrook

Reconciliation Process with CivicPay and Springbrook

When providing card and check transaction services, our reconciliation process is designed to ensure seamless integration with CivicPay and Springbrook, facilitating accurate and efficient reconciliation for the City of Neosho.

Reconciliation Overview:

- **Daily Batch Reports:** All transactions, including card and check payments, are batched daily. These batches are compiled into detailed reports that can be synced with CivicPay and Springbrook systems.
- **Data Integration:** We offer flexible data integration options to suit your needs. Integration can be done via **.csv files** or **JSON data extraction**, which can be accessed through file transfers or directly via API access. This ensures that transaction data is accurately and efficiently integrated into the city's financial system.
- **Automated Reconciliation:** The system automates the reconciliation process by matching transaction records from the payment gateway (e.g., Chase Paymentech) with those in CivicPay and Springbrook. This reduces the need for manual data entry and minimizes the risk of discrepancies.

Card and Check Transactions:

- **Card Transactions:** Card payments processed through our system are reconciled by comparing the daily batch report from Chase Paymentech with the corresponding entries in CivicPay or Springbrook. This process ensures that all card transactions are accurately accounted for and deposited.
- **Check Transactions:** Check payments (eChecks) are reconciled similarly, with additional attention to the clearing time. The system tracks the status of each check until it is fully cleared, ensuring that the reconciliation reflects the most up-to-date information.

Exception Handling:

- **Discrepancy Resolution:** If any discrepancies are identified during reconciliation, the system flags these for review. City staff can then investigate and resolve the issue, with support available from our team if needed.
- **Reporting and Auditing:** Comprehensive reports are available to track reconciliation status, making it easy for city staff to audit and verify the accuracy of the reconciliation process.

In summary, our reconciliation process integrates seamlessly with CivicPay and Springbrook, supporting data integration via .csv files or JSON data through file transfer or API access, ensuring accurate and efficient handling of card and check transactions.

H. Reporting

1. Describe what canned reports are available and if customization of the canned reports and dashboards is possible. Indicate if reports can be scheduled to be emailed to internal staff, and in what format(s). Indicate if history of communications with the customers is available for reporting

Reporting Capabilities and Customization

Our system offers a variety of canned reports, with the flexibility to customize both reports and dashboards to meet the specific needs of the City of Neosho.

Available Canned Reports:

- **Transaction Reports:** Detailed summaries of all transactions, including payment types, amounts, and statuses.
- **Batch Reports:** Daily batch processing reports that summarize all transactions processed within a specific period.
- **Reconciliation Reports:** Reports that match payment gateway data with internal records for accurate reconciliation.
- **Customer Activity Reports:** Summaries of customer interactions, payment histories, and account statuses.

Customization Options:

- **Custom Reports:** Users can customize canned reports by selecting specific criteria, filters, and data fields to tailor the reports to their needs.
- **Dashboard Customization:** Dashboards can be personalized to display the most relevant data and key performance indicators (KPIs) for different user roles.

Report on Scheduling and Delivery:

- **Scheduled Reports:** Reports can be scheduled to be automatically generated and emailed to internal staff at regular intervals.
- **Email Formats:** Reports can be delivered in various formats, including PDF, Excel, and CSV, depending on the needs of the recipient.

Communication History Reporting:

- **Customer Communication History:** The system maintains a detailed history of all communications with customers, including emails, SMS, and in-app notifications. This history can be accessed and included in reports for tracking and auditing purposes.

In summary, our reporting capabilities are robust and flexible, offering both canned and customizable reports that can be scheduled and delivered in multiple formats, with full access to customer communication history.

2. Indicate if direct access to raw data in your solutions is possible. If not, describe how custom data queries can be achieved

Access to Raw Data and Custom Data Queries

Direct access to raw data on our solution is not provided. However, custom data queries can be solved through our secure API access and data file extraction options.

Custom Data Queries and Access:

- **API Access:** We provide API access that allows you to perform custom data queries securely. All data transmissions are encrypted and transmitted over SSL, ensuring your data remains protected.
- **Data File Extraction:** In addition to API access, we offer data file extraction that can be passed to other vendors using various transport protocols. This flexibility ensures seamless integration with other systems and services.

These options provide secure, flexible, and efficient methods for accessing and managing your data within our system.

I. Miscellaneous*

1. Describe other system functionality you can offer that is not listed in this RFP

In addition to the payment solution and the utility billing system, we are pleased to offer a range of advanced functionalities that leverage the latest in artificial intelligence (AI) technologies. These enhancements are designed to improve system efficiency, user experience, and data management, ensuring that the City's utility billing system remains at the forefront of technological innovation.

1. AI-Based System Enhancements

- **Predictive Analytics:** Our system can incorporate AI-driven predictive analytics to anticipate customer needs, identify patterns in billing and payment behavior, and optimize operational efficiency. This feature can help in forecasting demand, detecting anomalies, and improving decision-making processes.
- **Smart Notifications:** We can implement AI-powered notifications that provide customers with personalized billing reminders, payment confirmations, and updates based on their usage patterns. This can enhance customer satisfaction and reduce late payments.

2. Enhanced Ease of Use

- **Intelligent User Interface (UI):** Our system offers an AI-enhanced user interface that adapts to individual user behavior, making the system more intuitive and user-friendly. This includes features such as smart search, automated form filling, and contextual help.
- **AI-Based Customer Support:** We can integrate AI-driven chatbots and virtual assistants to provide 24/7 customer support, guiding users through the payment process, answering common queries, and troubleshooting issues without the need for human intervention.
-

3. AI-Based Interactive Voice Response (IVR) System

- **Voice-Powered Payment Collection:** Our AI-based IVR system can handle payment collection through voice commands, providing customers with a seamless, hands-free payment experience. The system can recognize natural language, offer personalized payment options, and guide users through the process step-by-step.
- **Real-Time Language Translation:** The IVR system can support multiple languages, offering real-time translation to cater to the City's diverse population. This ensures that non-English-speaking residents can easily access and navigate the payment system.

4. Advanced Data Management and Analytics

- **AI-Driven Data Analytics:** Our system can leverage AI to analyze vast amounts of data in real-time, providing valuable insights into customer behavior, payment trends, and system performance. These analytics can be used to inform policy decisions, optimize revenue collection, and improve service delivery.
- **Automated Data Cleansing:** AI algorithms can be utilized to automatically identify and correct data inconsistencies, ensuring that the utility billing system maintains accurate and up-to-date records.

5. Futureproofing and Scalability

- **AI Integration for Future Enhancements:** Our solution is designed to be scalable, allowing for the integration of new AI-based features as they become available. This ensures that the City's utility billing system remains adaptable and capable of meeting evolving technological standards.

We believe that these AI-based functionalities will not only enhance the efficiency and user experience of the City of Neosho's utility billing system but also position the city as a leader in adopting innovative technologies for public services. We are committed to working closely with the city to tailor these features to meet specific needs and objectives.

2. Describe suggested marketing strategy to increase customer adoption of online payments. If possible, provide information about the rate of success of these strategies as used by your other customers

Suggested Marketing Strategy for Online Payment Adoption

To increase customer adoption of online payments, we recommend a multi-channel marketing strategy that leverages both traditional and digital platforms. Here are some effective strategies:

1. Direct Mail Inserts:

- **Bill Inserts:** Include promotional inserts in monthly utility bills or other city communications, highlighting the convenience and security of online payments.
- **Targeted Mailers:** Send direct mail campaigns to households that have not yet adopted online payments, offering incentives such as discounts on their next bill for signing up.

- Listing of major software releases for the past two (2) years, including a minimum of three (3) customer references that have received all software upgrades within each release series.

As a cloud solution provider, VisualGov Solutions LLC does not require traditional software installations or licenses. Instead, our continuous software improvements and feature enhancements are seamlessly integrated into our platform. All updates undergo thorough testing in a dedicated testing environment before being rolled out to our production environment. This rigorous process ensures that our customers experience a smooth transition with each update, maintaining the stability and reliability of our services. Due to our cloud-based architecture, all customers automatically receive the latest updates without the need for manual installations.

- Evidence of high levels of customer satisfaction across your current customer base

At VisualGov Solutions LLC, customer satisfaction is at the core of our business. The most compelling evidence of this is the fact that many of our customers have been with us for over 15 years. These long-term partnerships reflect the trust and satisfaction our clients have in our services, underscoring our commitment to providing reliable, high-quality solutions. We take pride in fostering strong, enduring relationships with our customers, continually meeting their needs and exceeding their expectations.

- Evidence of consistently delivering projects on time

The references we have provided can attest to our consistent ability to deliver projects on time and within scope. We take pride in our project management processes and our commitment to meeting deadlines. Should you require additional references, we would be happy to provide them to further demonstrate our reliability and track record of successful, timely project completions.

Technical Expertise and Experience

Narrative summary of client support methodology, including routine technical support process, emergency 24-hour technical support and escalation process

Routine Technical Support Process:

VisualGov Solutions provides routine technical support during regular business hours from 7 AM to 7 PM EST. Clients can reach our support team via phone, email, or through our online support portal. All support requests are logged and tracked to ensure timely resolution. Our support team is trained to handle a wide range of issues, from basic troubleshooting to more complex system inquiries.

Emergency 24-Hour Technical Support:

For critical issues that require immediate attention outside of regular business hours, we offer a 24-hour answering service. When an issue is reported, our technicians receive a notification and will acknowledge receipt and provide an update within 4 hours of the initial report. This ensures that any critical issues are addressed promptly to minimize disruption.

Escalation Process:

In the event that an issue cannot be resolved through standard support channels, it is escalated to higher-level technical experts or management, depending on the severity of the issue. Our escalation process is designed to ensure that more complex or urgent matters receive the necessary attention as quickly as possible. The client is kept informed at each stage of the escalation process, and we work diligently to resolve the issue to the client's satisfaction.

Narrative summary of disaster recovery plan and the capability to perform the services requested in this RFP should your primary facility, equipment and/or technology become inoperable

Our disaster recovery plan is designed to ensure the continuity of services even in the event of a significant failure. We leverage Microsoft Azure's robust infrastructure, which includes multiple regions and data centers to provide high availability and redundancy. Our primary SaaS services are balanced across two regions, allowing us to maintain operations seamlessly even if one region experiences an outage.

In the unlikely event that our primary facility, equipment, or technology becomes inoperable, our disaster recovery plan includes the following key elements:

- **Redundancy and Failover:** All critical services are hosted across multiple Azure regions. If a failure occurs in one region, our services can automatically failover to the secondary region without interruption, ensuring minimal or no downtime for our clients.
- **Data Replication and Backup:** Data is continuously replicated across regions to ensure that no data is lost in the event of a disaster. Regular backups are also performed, and these backups are stored securely in multiple locations.
- **Rapid Redeployment:** In the event of a major failure affecting supporting cloud services such as virtual machines or database platforms, these services can be rapidly redeployed in a different region or data center. This flexibility ensures that operations can continue with minimal disruption.
- **Testing and Validation:** Disaster recovery processes are regularly tested and validated to ensure effectiveness and up-to-date procedures. These tests include simulating failures and performing failover procedures to verify that systems can recover quickly and efficiently.

Narrative summary of the availability of and policy on providing software upgrades and enhancements in the future and the pricing strategy that will apply

We maintain both production and testing environments to ensure that all solution updates and enhancements are thoroughly tested prior to rollout. This rigorous process guarantees that any changes to the software are stable and reliable before they are made available to our clients. Regarding future software upgrades and enhancements, our policy is to provide these updates as part of our ongoing commitment to improving our services. Routine updates and minor enhancements are typically included at no additional cost to our clients.

However, if new features or significant changes in the pricing structure are required, these would necessitate a contract amendment. This ensures that both parties are in agreement on the scope and cost of any major upgrades. Our pricing strategy for such changes is transparent and will be clearly outlined in the contract amendment, ensuring that our clients are fully informed of any additional costs before proceeding.

This approach allows us to continually enhance our software offerings while maintaining a clear and fair pricing structure for our clients.

Narrative summary of:

1. Project management methodology
 - a. Our project management methodology follows the Agile framework, which allows for flexibility and iterative progress. This approach ensures that the project can adapt to changing requirements and provides continuous delivery of value. Key stages include project initiation, planning, execution, monitoring, and closure. We use tools such as JIRA or Azure DevOps to track progress and manage tasks, ensuring transparency and accountability throughout the project lifecycle.
2. High-level project implementation and testing plans
 - a. Our project implementation plan begins with a detailed requirements gathering phase, followed by design and development. Implementation involves setting up the necessary infrastructure, integrating with existing systems, and configuring the software to meet specific needs. Testing is conducted in several phases, including unit testing, system testing, and user acceptance testing (UAT), all within our dedicated testing environment. Each phase is thoroughly documented, and any issues are addressed before moving to the next stage.
3. Schedule/timeline to complete the project including intended meetings to be held during the implementation
 - a. The project is typically completed within an 8-10 week timeframe, depending on the scope and complexity. The schedule includes:
 - b. **Week 1-2:** Kickoff meeting and requirements gathering
 - c. **Week 3-5:** Design and development
 - d. **Week 6-7:** System integration
 - e. **Week 7-8:** Testing (Unit, System, UAT)
 - f. **Week 8-9:** User training sessions
 - g. **Week 10:** Go-live and post-implementation review
 - h. During implementation, we will hold regular meetings, including a weekly status meeting, a mid-project review, and a final pre-launch meeting to ensure alignment and address any concerns.

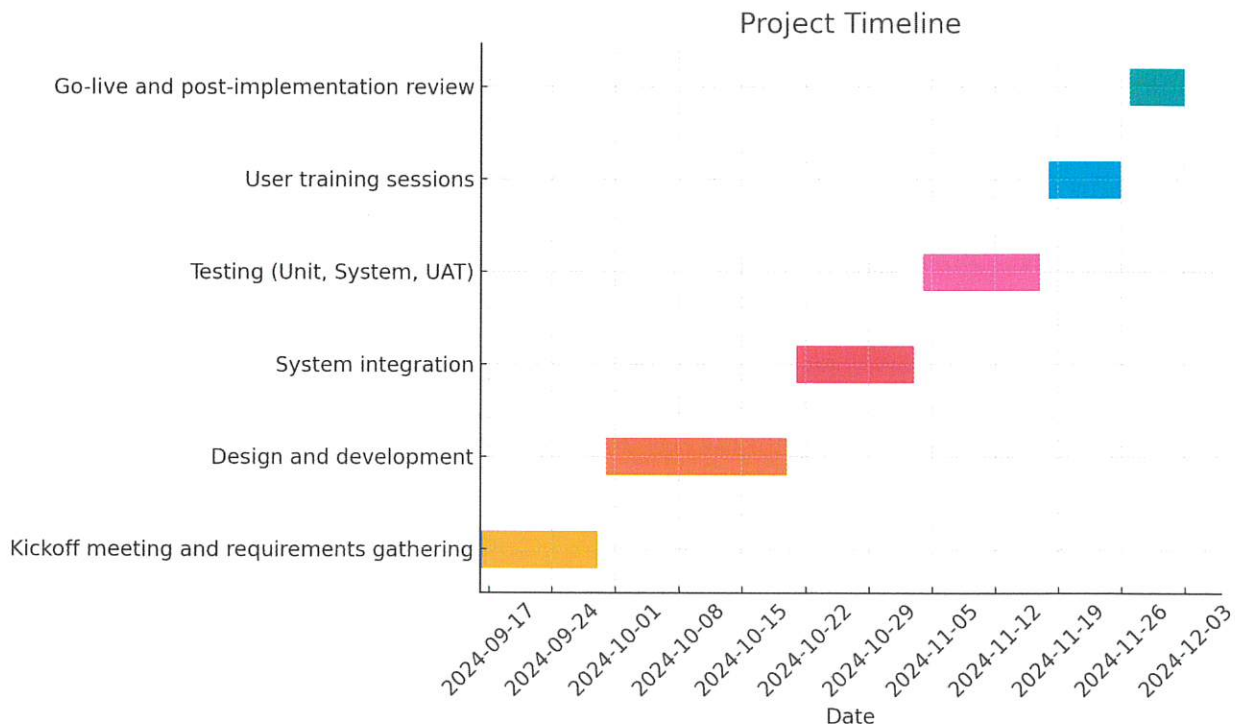


Figure 1 - Project Timeline

4. Strategy for training indicating if training will be in person and/or virtual with estimated number of training hours
 - a. We offer virtual training exclusively through Microsoft Teams. Our training program typically includes 8-12 hours of instruction, divided into sessions that cover system functionality, administrative tasks, and troubleshooting. These sessions are designed to ensure that all users are fully comfortable with the system. We also provide recorded training sessions for future reference and offer refresher courses as needed.
5. Resources to be assigned to implement this project (names, total number, role, title, and experience)
 - a. Our project team will consist of the following key members:

Project Manager: [Keith Frederiksen], 25+ years of experience in managing software implementation projects.

Lead Developer: [Kandan Thiagarajan], 18 years of experience in software development and integration.

QA Specialist: [Kristina Madison], 15 years of experience in quality assurance and testing.

Additional services and/or programs recommended to enhance the requested services

We recommend implementing our AI-Based Interactive Voice Response (IVR) system to further streamline payment processing and improve customer experience. Additionally, our automated reporting tools can be integrated with the City's existing systems to provide real-time insights and analytics

Methodology for project support for after go-live

After go-live, we provide continuous support through our 24-hour answering service, with a commitment to respond within 4 hours of notification. Routine support is available during business hours, and we also offer periodic system health checks and updates to ensure the solution remains robust and up-to-date.

List of expected Neosho responsibilities

- Provide access to existing systems and relevant documentation.
- Assign a point of contact for communication and decision-making.
- Participate in requirements gathering and testing phases.
- Coordinate internal resources for training sessions.
- Review and approve deliverables during each project phase

Unique benefits of working with your organization

- Proven track record: Over 24 years of experience with long-standing client relationships.
- Expertise: Specialized in providing payment solutions to local governments.
- Comprehensive support: From project initiation to post-implementation, we ensure a seamless experience.
- Flexibility: Customizable solutions tailored to meet the City of Neosho's unique needs.
- Strong partnerships: Exclusive relationship with Chase Paymentech ensures reliable and secure payment processing.

In Summary

VisualGov Solutions LLC is dedicated to providing the City of Neosho with a secure and reliable online payment processing solution. With over 24 years of experience and long-term relationships with over 100+ clients, our cloud-based platform ensures seamless integration with your existing systems, including Springbrook.

We prioritize security, using Chase Paymentech as our exclusive payment processor, and offer a fully customizable solution tailored to your needs. We are confident that our system will meet and exceed your expectations, delivering an efficient, user-friendly experience.

We look forward to enhancing the City of Neosho's payment processing capabilities and providing ongoing support.



City of Neosho
203 East Main Street Neosho, MO 64850

(417) 541-8050
watercollections@neoshomo.gov
www.neoshomo.gov

Water Payment

Payment Details

Payment Amount

Account Number

Additional Information

Phone Number

Service Address

Enter Payment Amount

Enter Account Number

Enter Phone Number

Enter Service Address

Payment Details

Card

Name on Card

Card Number

Card Expiry

Enter Card Name

Enter Card Number

CVV

Exp. Date

Billing Address

Address

Address 2

City

State

Zip / Postal Code

County

Email ID

Enter Enter City

Select State

Enter Zip or Postal Code

Select County

Enter Email ID

Payment \$0.00

Pay



City of Neosho
203 East Main Street Neosho, MO 64850

(417) 541-8050
watercollections@neoshomo.gov
www.neoshomo.gov



Payment Successfully Complete

Invoice: 12345 2 August 2024, 03:15 PM

SMS

Mail

Download

Pricing Overview – City of Neosho RFP

Our pricing model is straightforward, utilizing a convenience fee approach that offsets all costs to the City of Neosho. VisualGov Solutions has been providing payment processing services for over 24 years, offering cost-effective solutions to our customers. By signing a three-year contract, the City of Neosho will receive all required integration, development, and configuration services at no additional cost under this agreement.

With extensive experience in providing payment services and integrating with various backend reporting and general ledger (GL) systems for state and local governments, VisualGov is well-equipped to meet your needs. To begin accepting payments from constituents, we will work closely with the city to implement and configure the required systems.

Set-up and implementation costs

If the City of Neosho wishes to have payments for individual departments deposited into separate checking accounts with unique payment descriptors on constituents' credit card statements, it is advisable to set up multiple merchant accounts—one for each department or service offering.

Cost Description	Amount
Initial Onetime Account Setup Fee	\$500.00
Merchant Account Setup Fee	\$250.00

Hosting/annual maintenance

VisualGov Solutions charges a monthly hosting and maintenance fee, which covers the costs of hosting the city's online administration portal and reports. This fee can be invoiced either monthly or annually and includes support for all payment types, unlimited merchant accounts, and any city services offered for payment.

Cost Description	Amount
City of Neosho Monthly Maintenance Fee	\$250.00

Transaction Fees

VisualGov Solutions charges a 2.65% convenience fee for all credit card payments, including Visa, Mastercard, Discover, and Amex, as well as all card-not-present PINless debit transactions. Electronic checks (e-checks) are subject to a \$1.50 convenience fee. These fees are charged in addition to any City of Neosho charges and are processed through a VisualGov merchant account with our payment descriptor, which includes our phone number.

- All credit card convenience fees are deposited to VisualGov Solutions and are not included in the City of Neosho's bank deposits.
- All electronic check fees are deposited into the City of Neosho's bank account, and VisualGov sends a monthly invoice. Detailed reporting is available for all transactions. This consolidation is designed to reduce processing costs for constituents by minimizing duplicate fees, particularly for returned checks. Alternative options are available if this approach does not meet the city's needs.
- There are no additional fees associated with hosting accounts enrolled in the auto-payment model. Additionally, there are no fees for transferring existing auto-payment customers to our platform.
- We do not charge any fees for third-party integration.

VisualGov Solutions has partnered with Chase Paymentech for over 15 years, and we have established contract rates for all our processing costs. We do not currently work with Celero or any other payment processors.

All credit card processing costs are included in the projected solution costs. There are no payment processing fees charged to the City of Neosho. All costs for providing payment processing services are covered by our monthly maintenance fee and the convenience fees paid by constituents.

Cost Description	Amount
Visa, Mastercard, Discover, Amex & card-not-present PINless debit Convenience Fee	2.65% of transaction amount
Electronic Check Convenience Fee	\$1.50 per transaction
Returned check fee (Invoiced to City of Neosho)	\$25.00

Over the Counter Payments

Although over-the-counter payments are not part of the Request for Proposal, you have requested pricing information. VisualGov Solutions provides over-the-counter processing services for several of our existing customers, which can be offered with or without payment terminals. The cost for an advanced payment terminal is \$650 per terminal, with a one-time lane fee of \$250.

PAX A920 Pro (<https://www.paxtechnology.com/a920pro>)

Key features:

- Powered by Android 8.1 or 10
- 5.5" capacitive touchscreen
- 4G + WiFi + Bluetooth
- Contactless + chip & PIN + magstripe
- PIN on glass technology
- 5MP front + 8MP rear camera
- Professional scanner
- 5150mAh / 3.7V long-lasting battery
- Fast-speed printer
- PCI PTS 5.x (Android 8.1) or 6.x (Android 10) SRED

For over-the-counter virtual terminal processing we utilize a USB connected swipe reader. These are provided free of charge.



Miscellaneous Options Costs

Our AI-based IVR system offers a voice-powered payment collection service, allowing customers to make payments through natural language voice commands for a seamless, hands-free experience. The system also includes real-time language translation, supporting multiple languages to ensure accessibility for non-English-speaking residents. This advanced system personalizes payment options and guides users through each step, making it easy and convenient for all customers to use.

Any additional custom features or enhancements outside out core offering would be presented in a statement of work with detailed costs.

IVR Payment Solution	
Initial Setup Fee	\$500.00
Monthly Hosting Fee – Covers all telephony and hosting costs	\$150.00

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Fleet Trucks Parks Dept and Wastewater

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Fleet Truck Bids

PURPOSE:

To purchase fleet vehicles for the Parks and Wastewater Departments.

BACKGROUND:

I, requested and received three government Concession Bids from three Area auto dealerships for three half-ton crewcab 4X4 trucks.

- Chevrolet - Griffith Motors Neosho Mo. In the amount of \$43,800.00 a piece. Lead Time: Griffith has located 3 on the ground in Tulsa, Oklahoma available for purchase
- Ford - Jimmy Michel Motors Aurora Mo. In the amount of \$42,400.00 a piece. Lead Time: 3 to 5 months : no guaranteed build/ship date
- Dodge Ram - Corwin Chrysler Springfield Mo. In the amount of \$42,608.00 a piece. Lead Time: 3 months : no guaranteed build/ship date

I feel purchasing the 3 Chevrolets would be the best at this time. These vehicles are Chevrolet's, which we have a dealership in town to cover warranty, recalls, and maintenance would save the City funds in the long term versus continually taking to Joplin for repairs.

The Parks Department budgeted \$50,000.00 for a new truck. It will be under budget.

The Alliance/Wastewater budgeted \$90,000.00 for two new trucks. It will be under budget.

RECOMMENDATION:

I recommend approving the bid from Griffith Motor Company in the amount of \$131,400.00.



Date: 9/17/2024
 Salesperson: Evan Griffith
 Manager: Evan Griffith

FOR INTERNAL USE ONLY

CUSTOMER CITY OF NEOSHO Home Phone :
203 E MAIN ST
 Address : NEOSHO, MO 64850 Work Phone :
MO
 E-Mail : kballs@neoshomo.gov Cell Phone : (417) 451-8021

VEHICLE

Stock # : CITYDT New / Used : New VIN : 3GCPDAEK4RG234895 Mileage : 0
 Vehicle : 2024 Chevrolet Silverado 1500 Color : SUMMIT WHITE
 Type : Work Truck 4x4 Crew Cab 5.75 ft. bo
 Body Size : Style : Weight : 0 Unit Class :

Market Value Selling Price	47,135.00
Rebate - <u>State Bid, government Concession</u>	2,900.00
Adjusted Price	44,235.00
GRIFFITH MOTOR DISCOUNT	-560.00
Total Purchase	43,675.00
Doc Fee	125.00
Balance	43,800.00

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Lead time - Next day
All ready located
3 trucks

Cherry



Vehicle Locator

Dealer Information

GRIFFITH MOTOR COMPANY

1300 W HARMONY

NEOSHO, MO 64850

Phone: 417-451-2626

Fax: 417-451-3626

\$43,800 Out the Door No other fees or charges!

3GCPDAEK4RG234895

Model Year: 2024

Make: Chevrolet

Model: 1500 Silverado

CK10543-4WD, Short Crew

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L3B-Engine: TurboMax

Transmission: MFC-8-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: DFCJ84

MSRP: \$47,135.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options

1SZ-WT VALUE PACKAGE DISCOUNT &
TURBOMAX ENGINE CREDIT

MSRP

-\$1,850.00

PEB-1WT Value Package

\$1,190.00

No Cost Options

C5W-GVW Rating 7000 Lbs

FE9-Federal Emissions

GU6-Rear Axle: 3.42 Ratio

L3B-Engine: TurboMax

MFC-8-Speed Automatic

RD6-Wheels: 17" Steel - Painted Ultra Silver

Other Options

1WT-Work Truck Preferred Equipment Group

AQQ-Keyless Remote Entry

BG9-Floor Covering: Rubberized Vinyl, Black

DLF-Mirrors, O/S: Power, Heated

GAZ-Summit White

IOR-Chevrolet Infotainment, 7" Color Screen

KW5-Alternator, 220 AMP

PRF-3 Years of Onstar Remote Access

QBR-Tire, Spare: 255/70 R17 All Season,
Blackwall

RFQ-Focused Ordering Configuration

TQ5-Headlamps, IntelliBeam

UE4-Following Distance Indicator

UHX-Lane Keep Assist/Departure Warning

UKJ-Sensor, Front Pedestrian Braking

V76-Recovery Hooks

AKO-Glass, Deep Tinted

AZ3-Seats: Front 40/20/40 Split-Bench, Full
Feature

C49-Defogger, Rear Window, Electric

E63-Durabed

H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

K34-Cruise Control

PCV-1WT Convenience 1 Package

QBN-Tires: 255/70 R17 All Season, Blackwall

QK1-Standard Tailgate

SAF-Spare Tire Lock

UE1-OnStar Communication System

UEU-Sensor, Forward Collision Alert

UHY-Automatic Emergency Braking

UQF-Speaker System: Standard Sound
System

Z82-Trailer Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:



Kenny,

Thank you for asking Jimmy Michel Motors to submit a proposal for your department truck.

Feel free to contact me with any adjustments on equipment to fit your needs the best.

Dave Allen Jimmy Michel Motors
417 678 5001 cell 417 693 3467

Preview Order N683 - W1L - 4x4 XL SuperCrew : Order Summary Time of Preview: 09/20/2024
09:53:02 Receipt: 9/20/2024

Dealership Name : Jimmy Michel Motors, Inc.

Sales Code : F53482

Dealer Rep.	Dave Allen	Type	Fleet	Vehicle Line	F-150	Order Code	N683
Customer Name	Neosho	Priority Code	L2	Model Year	2025	Price Level	520

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW XL - 145	\$47780	FRONT LICENSE PLATE BRACKET	\$0
145 INCH WHEELBASE	\$0	BLACK PLATFORM RUNNING BOARDS	\$250
TOTAL BASE VEHICLE	\$47780	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0
CLOTH 40/20/40 FRONT SEAT	\$0	INTEGRATED TRAILER BRAKE CONT	\$275
MEDIUM DARK SLATE	\$0	PRICE CONCESSION INDICATOR	\$0
EQUIPMENT GROUP 101A	\$0	REMARKS TRAILER	\$0
.XL SERIES	\$0	BACKUP ALARM SYSTEM	\$220
.17" SILVER STEEL WHEELS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
2.7L V6 ECOBOOST	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	FUEL CHARGE	\$0
.265/70R 17 BSW ALL-TERRAIN	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
3.55 RATIO REGULAR AXLE	\$0	PRICED DORA	\$0
6650# GVWR PACKAGE	\$0	ADVERTISING ASSESSMENT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	DESTINATION & DELIVERY	\$1995

	City Of Neosho price will be	MSRP
TOTAL BASE AND OPTIONS		\$50520
DISCOUNTS	\$42,400.00 after government concession .	NA
TOTAL	Three unit total will be \$127,200.00 Please allow an estimated delivery time of 3 to 5 months , no exact time frame available at this time	\$50520

ORDERING FIN: QL771 END USER FIN: QL771 PO NUMBER: undefined

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 05-494S Description: undefined Concession Amount: \$-3600.00

This order has not been submitted to the order bank.

This is not an invoice.

CORWIN CHRYSLER DODGE JEEP RAM
3306 E KEARNEY ST
SPRINGFIELD, MO 658035013

Configuration Preview

RAM

Date Printed: 2024-09-24 1:46 PM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00S6L City of Neosho MO
FAN 2:
Client Code:
Bid Number: TB5073
PO Number:

Sold to: CORWIN CHRYSLER DODGE JEEP RAM (45581)
3306 E KEARNEY ST
SPRINGFIELD, MO 658035013
Ship to: CORWIN CHRYSLER DODGE JEEP RAM (45581)
3306 E KEARNEY ST
SPRINGFIELD, MO 658035013

Vehicle: 2025 1500 TRADESMAN CREW CAB 4X4 (144.5 in WB 5 ft 7 in Box) (DT6L98)

	Sales Code	Description	MSRP(USD)
Model:	DT6L98	1500 TRADESMAN CREW CAB 4X4 (144.5 in WB 5 ft 7 in Box)	46,875
Package:	23A	Customer Preferred Package 23A	0
	ERG	3.6L V6 24V VVT eTorque Engine Upg I	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	DMD	3.55 Rear Axle Ratio	145
	CKJ	Black Vinyl Floor Covering	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5073	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,995

Total Price: 49,015.

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

Instructions:

* Price As Equipped Above... \$ 42,183 → IF USE QVL \$42,608.
* Estimated Lead time 3 months (90) days

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No 2025-83: Chapter 605 and 615 License and Miscellaneous

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Ordinance 2024-83- Neosho - Ch 605 Ch 615 Bus. Licenses no WC required
 2. Business and Occupation Ch 605 and Ch 615
 3. Business and Occupation Ch 605 and Ch 615-REDLINE
-

PURPOSE:

To update the license requirements for businesses and solicitor, peddler and canvasser.

BACKGROUND:

Staff has revised the license requirements for businesses and removed the worker compensation requirement for businesses. While a statutory requirement to maintain workers compensation insurance the City is not requiring proof or affidavit unless they are contractors.

RECOMMENDATION:

Staff recommends acceptance of this code update.

AN ORDINANCE of the City of Neosho amending Title VI Business and Occupation, of Chapter 605 Licenses and Miscellaneous Business Regulations by repealing and replacing Section 605.010 Required and amending Chapter 615 Peddlers, Solicitors and Canvassers and Mobile Merchants, to repeal and replace Section 615.020 Permit and License, to remove the requirement for proof of Workers' Compensation insurance for general business and solicitor/peddler/mobile merchant/merchant temporary licenses of the Code of Ordinances.

WHEREAS, having reviewed the Code of Ordinances for the City of Neosho, the City Council has determined that proof of any state required Workers' Compensation insurance, other than for contractors, should not be required to obtain a business license.

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

Section 1. That Title VI Business and Occupation, Chapter 605 Licenses and Miscellaneous Business Regulations of the Code of Ordinances is amended by repealing and to replace Section 605.010 Required to remove the requirement for proof of workers' compensation insurance even if such business is required by State statute to carry said insurance and a new Section 601.010 Required the same is hereby adopted to read as follows:

“Chapter 605 Licenses and Miscellaneous Business Regulations”

“Section 605.010 **Required.**

- A. 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 Section 71.620, RSMo., and/or the provisions for merchants temporary under Chapter 615 of the City Code.
- B. A business is any activity engaged in by any person as defined by Section 144.010, RSMo.
- C. 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, pursuant to Sections 605.160 through 605.170.”

Section 2. That Title VI Business and Occupation, Chapter 615 Peddlers, Solicitors, Canvassers and Mobile Merchant of the Code of Ordinances is amended by repealing and replacing Section 615.020 Permit and License. to remove the requirement for proof of workers' compensation insurance even if such business is required by State statute to carry said insurance and a new Section 615.020 Permit and License is hereby adopted to read as follows:

“Chapter 615 Peddlers, Solicitors, Canvassers and Mobile Merchant”

“Section 615.020 **Permit and License.**

- A. 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.
- B. 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 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 4. This Ordinance shall be effective , 2024.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

NEOSHO CITY CODE

Chapter 605

LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS

ARTICLE I
Licenses — Generally

Section 605.010. Required.

Section 605.020. (Reserved)

Section 605.030. Prerequisites To Issuance.

**Section 605.040. Certain Insurance Policies,
Etc., Required Before Issuance
Of Licenses For Plumbers,
Electricians, Contractors And
Subcontractors.**

**Section 605.050. Issuance To Two Or More
Persons, Etc. — Assignability.**

**Section 605.060. Separate License Required For
Each Place Of Business And
Each Business At Same
Location.**

**Section 605.070. Licenses To Be Preserved And
Displayed.**

**Section 605.080. Term — Expiration Date —
When Licenses Delinquent.**

Section 605.090. Fees — Generally.

**Section 605.100. Fees — Non-Resident
Plumbers, General
Contractors, Special
Contractors, Subcontractors
And Electricians.**

**Section 605.110. Fees — Payment Prerequisite
To Issuance Of License.**

**Section 605.120. Fees — Penalty For Delayed
Payment.**

**Section 605.130. Doing Business Without
License — Making Certain
False Statements.**

Section 605.140. Duties Of Chief Of Police.

ARTICLE II
Miscellaneous Provisions Regulations

Section 605.150. Bed and Breakfast Facilities.

ARTICLE III
Revocation Of Licenses — Chapters , And 615

**Section 605.160. Revocation Of License —
Grounds For Revocation.**

**Section 605.170. Notice Of Revocation And
Hearing.**

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; Ord. No. 519-2024, 6-4-2024]

- A. 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 Section 71.620, RSMo., and/or the provisions for merchants temporary under Chapter 615 of the City Code.
- B. A business is any activity engaged in by any person as defined by Section 144.010, RSMo.
- C. 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, pursuant to Sections 605.160 through 605.170.

Section 605.020. (Reserved)³

Section 605.030. Prerequisites To Issuance. [CC 1979 §15-18; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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 non-payment 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. 358-2022, 12-6-2022; Ord. No. 511-2012 §1, 8-7-2012; Ord. No. 519-2024, 6-4-2024]

- 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
-
3. **Editor's Note:** Former Section 605.020, Form — Validation, was repealed 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 § 15-17; and Ord. No. 87-13.

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.

1. 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.
 2. 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.
 3. 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.
 4. Bonding Requirements. 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. Refer to Section 107.170, RSMo. [Ord. No. 532-2024, 7-2-2024]
- 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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 (1) 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$100,000.00 gross sales	\$25.00
Sales Exceed \$100,001.00	\$50.00
Sales Exceed \$300,001.00	\$75.00
Sales Exceed \$500,001.00	\$100.00
For each additional \$1,000,000.00 in taxable gross sales	\$25.00
All Manufacturers/Wholesale/Banking Institutions	
Flat Rate	\$150.00

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; Ord. No. 519-2024, 6-4-2024]

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:

	Fee
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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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.⁴ [CC 1979 §15-29; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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.

4. Cross Reference — Chief of police, ch. 200, art. III.

ARTICLE II
Miscellaneous Provisions Regulations

Section 605.150. Bed and Breakfast Facilities. [CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992; Ord. No. 519-2024, 6-4-2024]

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.

ARTICLE III

Revocation Of Licenses — Chapters 605, 610 And 615**Section 605.160. Revocation Of License — Grounds For Revocation. [Ord. No. 519-2024, 6-4-2024]**

- A. Permits and licenses issued under the provisions of Chapters 605, 610 and 615 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 the relevant Chapter and/or any other provision of the Code of Ordinances.
 4. Conviction of any felony or other crime involving dishonesty.

Section 605.170. Notice Of Revocation And Hearing. [Ord. No. 519-2024, 6-4-2024]

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. Such appeal shall be filed, in writing, with the City Council within fourteen (14) days after notice of the revocation. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the licensee or permittee 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.

Chapter 615**PEDDLERS, SOLICITORS, CANVASSERS AND MOBILE MERCHANTS****Section 615.010. Definitions.****Section 615.020. Permit And License.****Section 615.030. Excluded Persons.****Section 615.040. Application.****Section 615.050. City Collector To Approve
Application.****Section 615.060. Investigation — Issuance Of
License Solicitor, Peddler Or
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(Reserved)****Section 615.090. Transfer Prohibited.****Section 615.100. Use Of Streets.****Section 615.110. Fees.****Section 615.120. Expiration Of License.****Section 615.130. Penalty.**

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; Ord. No. 519-2024, 6-4-2024]

As used in this Chapter, the following terms shall have the meanings set out herein:

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.

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.

Section 615.020. Permit And License. [CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

- A. 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.
- B. 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; Ord. No. 407-2023, 5-2-2023; Ord. No. 519-2024, 6-4-2024]

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, non-profit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying non-profit 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;
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;
8. Those individuals who meet the definition as written in Section 144.030(24), RSMo.; and
9. Events that promote a purpose that aligns with the City's mission for improving community involvement for the betterment of the overall public and citizens of Neosho, which are approved by the City Council.

Section 615.040. Application. [CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

- 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. through Section 615.080. (Reserved)¹¹**Section 615.090. Transfer Prohibited. [CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]**

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.¹² [CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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.

5. Editor's Note: Former Section 615.070, Revocation of License — Grounds for Revocation and Section 615.080, Notice of Revocation and Hearing, were superseded 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 §§ 21-22 — 21-23; and Ord. No. 88-26.

6. Cross Reference — Obstructing street, sidewalk, §215.530.

Section 615.110. Fees. [CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

- A. Rate. For the issuance of a license under Chapter 615, for Solicitor, Canvasser or Peddler, the City Collector shall assess and receive a fee of ten dollars (\$10.00) plus an additional thirty dollars (\$30.00) for background screening, totaling forty dollars (\$40.00).
- B. Rate. For the issuance of a license under Chapter 615, for Mobile Merchant, the City Collector shall assess and receive a fee of ten dollars (\$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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section 100.130 of this Code.

NEOSHO CITY CODE

Chapter 605

LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS

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ARTICLE I
Licenses — Generally

Section 605.010. Required. [CC 1979 §15-16; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

- A. 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 Section 71.620, RSMo., and/or the provisions for merchants temporary under Chapter 615 of the City Code.
- B. A business is any activity engaged in by any person as defined by Section 144.010, RSMo.
- ~~C. 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.~~
- ~~D.C.~~ 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, pursuant to Sections 605.160 through 605.170.

Section 605.020. (Reserved)³

Section 605.030. Prerequisites To Issuance. [CC 1979 §15-18; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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 non-payment 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. 358-2022, 12-6-2022; Ord. No. 511-2012 §1, 8-7-2012; Ord. No. 519-2024, 6-4-2024]

- 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

3. Editor's Note: Former Section 605.020, Form — Validation, was repealed 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 § 15-17; and Ord. No. 87-13.

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.

1. 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.
 2. 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.
 3. 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.
 4. Bonding Requirements. 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. Refer to Section 107.170, RSMo. [Ord. No. 532-2024, 7-2-2024]
- 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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 (1) 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$100,000.00 gross sales	\$25.00
Sales Exceed \$100,001.00	\$50.00
Sales Exceed \$300,001.00	\$75.00
Sales Exceed \$500,001.00	\$100.00
For each additional \$1,000,000.00 in taxable gross sales	\$25.00
All Manufacturers/Wholesale/Banking Institutions	
Flat Rate	\$150.00

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; Ord. No. 519-2024, 6-4-2024]

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:

	Fee
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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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.⁴ [CC 1979 §15-29; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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.

4. Cross Reference — Chief of police, ch. 200, art. III.

ARTICLE II

Miscellaneous Provisions Regulations**Section 605.150. Bed and Breakfast Facilities. [CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992; Ord. No. 519-2024, 6-4-2024]****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.

ARTICLE III

Revocation Of Licenses — Chapters 605, 610 And 615**Section 605.160. Revocation Of License — Grounds For Revocation. [Ord. No. 519-2024, 6-4-2024]**

- A. Permits and licenses issued under the provisions of Chapters 605, 610 and 615 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 the relevant Chapter and/or any other provision of the Code of Ordinances.
 4. Conviction of any felony or other crime involving dishonesty.

Section 605.170. Notice Of Revocation And Hearing. [Ord. No. 519-2024, 6-4-2024]

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. Such appeal shall be filed, in writing, with the City Council within fourteen (14) days after notice of the revocation. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the licensee or permittee 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.

Chapter 615**PEDDLERS, SOLICITORS, CANVASSERS AND MOBILE MERCHANTS****Section 615.010. Definitions.****Section 615.020. Permit And License.****Section 615.030. Excluded Persons.****Section 615.040. Application.****Section 615.050. City Collector To Approve
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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; Ord. No. 519-2024, 6-4-2024]

As used in this Chapter, the following terms shall have the meanings set out herein:

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.

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.

Section 615.020. Permit And License. [CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

A. 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.

~~B. — 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.~~

~~C.B.~~ 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; Ord. No. 407-2023, 5-2-2023; Ord. No. 519-2024, 6-4-2024]

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, non-profit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying non-profit 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;
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;
8. Those individuals who meet the definition as written in Section 144.030(24), RSMo.; and
9. Events that promote a purpose that aligns with the City's mission for improving community involvement for the betterment of the overall public and citizens of Neosho, which are approved by the City Council.

Section 615.040. Application. [CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

- 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. through Section 615.080. (Reserved)¹¹**Section 615.090. Transfer Prohibited. [CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]**

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.¹² [CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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.

5. Editor's Note: Former Section 615.070, Revocation of License — Grounds for Revocation and Section 615.080, Notice of Revocation and Hearing, were superseded 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 §§ 21-22 — 21-23; and Ord. No. 88-26.

6. Cross Reference — Obstructing street, sidewalk, §215.530.

Section 615.110. Fees. [CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

- A. Rate. For the issuance of a license under Chapter 615, for Solicitor, Canvasser or Peddler, the City Collector shall assess and receive a fee of ten dollars (\$10.00) plus an additional thirty dollars (\$30.00) for background screening, totaling forty dollars (\$40.00).
- B. Rate. For the issuance of a license under Chapter 615, for Mobile Merchant, the City Collector shall assess and receive a fee of ten dollars (\$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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section 100.130 of this Code.

NEOSHO CITY CODE

Chapter 605

LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS

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ARTICLE I
Licenses — Generally

Section 605.010. Required. [CC 1979 §15-16; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

- A. 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 Section 71.620, RSMo., and/or the provisions for merchants temporary under Chapter 615 of the City Code.
- B. A business is any activity engaged in by any person as defined by Section 144.010, RSMo.
- C. 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, pursuant to Sections 605.160 through 605.170.

Section 605.020. (Reserved)³

Section 605.030. Prerequisites To Issuance. [CC 1979 §15-18; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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 non-payment 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. 358-2022, 12-6-2022; Ord. No. 511-2012 §1, 8-7-2012; Ord. No. 519-2024, 6-4-2024]

- 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
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3. **Editor's Note:** Former Section 605.020, Form — Validation, was repealed 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 § 15-17; and Ord. No. 87-13.

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.

1. 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.
 2. 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.
 3. 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.
 4. Bonding Requirements. 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. Refer to Section 107.170, RSMo. [Ord. No. 532-2024, 7-2-2024]
- 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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 (1) 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$100,000.00 gross sales	\$25.00
Sales Exceed \$100,001.00	\$50.00
Sales Exceed \$300,001.00	\$75.00
Sales Exceed \$500,001.00	\$100.00
For each additional \$1,000,000.00 in taxable gross sales	\$25.00
All Manufacturers/Wholesale/Banking Institutions	
Flat Rate	\$150.00

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; Ord. No. 519-2024, 6-4-2024]

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:

	Fee
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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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.⁴ [CC 1979 §15-29; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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.

4. Cross Reference — Chief of police, ch. 200, art. III.

ARTICLE II
Miscellaneous Provisions Regulations

Section 605.150. Bed and Breakfast Facilities. [CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992; Ord. No. 519-2024, 6-4-2024]

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.

ARTICLE III

Revocation Of Licenses — Chapters 605, 610 And 615**Section 605.160. Revocation Of License — Grounds For Revocation. [Ord. No. 519-2024, 6-4-2024]**

- A. Permits and licenses issued under the provisions of Chapters 605, 610 and 615 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 the relevant Chapter and/or any other provision of the Code of Ordinances.
 4. Conviction of any felony or other crime involving dishonesty.

Section 605.170. Notice Of Revocation And Hearing. [Ord. No. 519-2024, 6-4-2024]

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. Such appeal shall be filed, in writing, with the City Council within fourteen (14) days after notice of the revocation. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the licensee or permittee 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.

Chapter 615**PEDDLERS, SOLICITORS, CANVASSERS AND MOBILE MERCHANTS****Section 615.010. Definitions.****Section 615.020. Permit And License.****Section 615.030. Excluded Persons.****Section 615.040. Application.****Section 615.050. City Collector To Approve
Application.****Section 615.060. Investigation — Issuance Of
License Solicitor, Peddler Or
Canvasser.****Section 615.070. through Section 615.080.
(Reserved)****Section 615.090. Transfer Prohibited.****Section 615.100. Use Of Streets.****Section 615.110. Fees.****Section 615.120. Expiration Of License.****Section 615.130. Penalty.**

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; Ord. No. 519-2024, 6-4-2024]

As used in this Chapter, the following terms shall have the meanings set out herein:

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.

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.

Section 615.020. Permit And License. [CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

- A. 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.
- B. 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; Ord. No. 407-2023, 5-2-2023; Ord. No. 519-2024, 6-4-2024]

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, non-profit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying non-profit 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;
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;
8. Those individuals who meet the definition as written in Section 144.030(24), RSMo.; and
9. Events that promote a purpose that aligns with the City's mission for improving community involvement for the betterment of the overall public and citizens of Neosho, which are approved by the City Council.

Section 615.040. Application. [CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

- 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. through Section 615.080. (Reserved)¹¹**Section 615.090. Transfer Prohibited. [CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]**

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.¹² [CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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.

5. Editor's Note: Former Section 615.070, Revocation of License — Grounds for Revocation and Section 615.080, Notice of Revocation and Hearing, were superseded 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 §§ 21-22 — 21-23; and Ord. No. 88-26.

6. Cross Reference — Obstructing street, sidewalk, §215.530.

Section 615.110. Fees. [CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

- A. Rate. For the issuance of a license under Chapter 615, for Solicitor, Canvasser or Peddler, the City Collector shall assess and receive a fee of ten dollars (\$10.00) plus an additional thirty dollars (\$30.00) for background screening, totaling forty dollars (\$40.00).
- B. Rate. For the issuance of a license under Chapter 615, for Mobile Merchant, the City Collector shall assess and receive a fee of ten dollars (\$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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section 100.130 of this Code.

NEOSHO CITY CODE

Chapter 605

LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS

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ARTICLE I
Licenses — Generally

Section 605.010. Required. [CC 1979 §15-16; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

A. 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 Section 71.620, RSMo., and/or the provisions for merchants temporary under Chapter 615 of the City Code.

B. A business is any activity engaged in by any person as defined by Section 144.010, RSMo.

~~C. 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.~~

~~D.C.~~ 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, pursuant to Sections 605.160 through 605.170.

Section 605.020. (Reserved)³

Section 605.030. Prerequisites To Issuance. [CC 1979 §15-18; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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 non-payment 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. 358-2022, 12-6-2022; Ord. No. 511-2012 §1, 8-7-2012; Ord. No. 519-2024, 6-4-2024]

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

3. Editor's Note: Former Section 605.020, Form — Validation, was repealed 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 § 15-17; and Ord. No. 87-13.

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.

1. 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.
 2. 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.
 3. 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.
 4. Bonding Requirements. 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. Refer to Section 107.170, RSMo. [Ord. No. 532-2024, 7-2-2024]
- 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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 (1) 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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$100,000.00 gross sales	\$25.00
Sales Exceed \$100,001.00	\$50.00
Sales Exceed \$300,001.00	\$75.00
Sales Exceed \$500,001.00	\$100.00
For each additional \$1,000,000.00 in taxable gross sales	\$25.00
All Manufacturers/Wholesale/Banking Institutions	
Flat Rate	\$150.00

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; Ord. No. 519-2024, 6-4-2024]

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:

	Fee
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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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.⁴ [CC 1979 §15-29; Ord. No. 87-13, 6-16-1987; Ord. No. 519-2024, 6-4-2024]

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.

4. Cross Reference — Chief of police, ch. 200, art. III.

ARTICLE II

Miscellaneous Provisions Regulations**Section 605.150. Bed and Breakfast Facilities. [CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992; Ord. No. 519-2024, 6-4-2024]****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.

ARTICLE III

Revocation Of Licenses — Chapters 605, 610 And 615**Section 605.160. Revocation Of License — Grounds For Revocation. [Ord. No. 519-2024, 6-4-2024]**

- A. Permits and licenses issued under the provisions of Chapters 605, 610 and 615 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 the relevant Chapter and/or any other provision of the Code of Ordinances.
 4. Conviction of any felony or other crime involving dishonesty.

Section 605.170. Notice Of Revocation And Hearing. [Ord. No. 519-2024, 6-4-2024]

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. Such appeal shall be filed, in writing, with the City Council within fourteen (14) days after notice of the revocation. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the licensee or permittee 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.

Chapter 615**PEDDLERS, SOLICITORS, CANVASSERS AND MOBILE MERCHANTS****Section 615.010. Definitions.****Section 615.020. Permit And License.****Section 615.030. Excluded Persons.****Section 615.040. Application.****Section 615.050. City Collector To Approve
Application.****Section 615.060. Investigation — Issuance Of
License Solicitor, Peddler Or
Canvasser.****Section 615.070. through Section 615.080.
(Reserved)****Section 615.090. Transfer Prohibited.****Section 615.100. Use Of Streets.****Section 615.110. Fees.****Section 615.120. Expiration Of License.****Section 615.130. Penalty.**

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; Ord. No. 519-2024, 6-4-2024]

As used in this Chapter, the following terms shall have the meanings set out herein:

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.

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.

Section 615.020. Permit And License. [CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

A. 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.

~~B. — 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.~~

~~C.B.~~ 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; Ord. No. 407-2023, 5-2-2023; Ord. No. 519-2024, 6-4-2024]

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, non-profit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying non-profit 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;
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;
8. Those individuals who meet the definition as written in Section 144.030(24), RSMo.; and
9. Events that promote a purpose that aligns with the City's mission for improving community involvement for the betterment of the overall public and citizens of Neosho, which are approved by the City Council.

Section 615.040. Application. [CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

- 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. through Section 615.080. (Reserved)¹¹**Section 615.090. Transfer Prohibited. [CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]**

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.¹² [CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

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.

5. Editor's Note: Former Section 615.070, Revocation of License — Grounds for Revocation and Section 615.080, Notice of Revocation and Hearing, were superseded 6-4-2024 by Ord. No. 519-2024. Prior history includes: CC 1979 §§ 21-22 — 21-23; and Ord. No. 88-26.

6. Cross Reference — Obstructing street, sidewalk, §215.530.

Section 615.110. Fees. [CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988; Ord. No. 519-2024, 6-4-2024]

- A. Rate. For the issuance of a license under Chapter 615, for Solicitor, Canvasser or Peddler, the City Collector shall assess and receive a fee of ten dollars (\$10.00) plus an additional thirty dollars (\$30.00) for background screening, totaling forty dollars (\$40.00).
- B. Rate. For the issuance of a license under Chapter 615, for Mobile Merchant, the City Collector shall assess and receive a fee of ten dollars (\$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; Ord. No. 519-2024, 6-4-2024]

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; Ord. No. 519-2024, 6-4-2024]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section 100.130 of this Code.

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No. 2024-84: Amending City Code 300.020 and 300.120 for UTVs on City Streets

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2024-84 Amending 300.020 Def. Motor Veh and UTV and 340.120 exceptions UTV Golf Carts_Amended
 2. City Code 304.001 (9) Off Road Vehicle
 3. 340.120 City Code
 4. Definition of Motor Vehicle in City Code
-

PURPOSE:

Seek council guidance regarding amending Section 300.020 and 340.120 or city code allowing UTV and Golf carts on city streets.

BACKGROUND:

At the request of several citizens, we developed an ordinance allowing a Utility Task Vehicle (UTV) and golf carts on city streets. This has been brought before the Council and concerns regarding what was submitted were discussed. This ordinance has been updated in an attempt to address concerns.

RECOMMENDATION:

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

AN ORDINANCE of the City of Neosho amending Chapter 300 General Provisions, Title III Traffic Code, of the Code of Ordinances by amending Section 300.020 Definitions to repeal and replace the definition of Motor Vehicle and add a new definition for Utility Vehicle and amending Chapter 340 Miscellaneous Driving Rules, Title III Traffic Code, of the Code of Ordinances by repealing and replacing Section 340.120 Off Road Vehicles, Allowed—Exceptions, Prohibited Uses for adding exceptions of Utility Vehicles and Golf Carts on City Streets.

WHEREAS, citizens and members of the public have presented support for permitting travel between properties, including for farm purposes, within neighborhood subdivisions or other localized transportation purposes, by use of Utility Vehicles and Golf Carts; and

WHEREAS, the City of Neosho currently allows use of Golf Carts on city streets; and

WHEREAS, during such time that Golf Carts have been permitted on city streets there has not been any recognizable increase in dangerous events that would constitute a decrease in public safety and welfare; and

WHEREAS, based on said support for the same and the history of use by Golf Carts the City Council has determined that Utility Vehicles will not cause a danger to the public or a decrease in public safety or welfare.

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

Section 1. That Chapter 300 General Provisions, Title III Traffic Code, Section 300.020 Definitions be amended by repealing and replacing the definition of Motor Vehicle and adding a new definition for Utility Vehicle and same be hereby adopted to read as follows:

“Chapter 300 General Provisions”

“Section 300.020 Definitions”

“Motor Vehicle - Any self-propelled vehicle not operated exclusively upon tracks, except farm tractors and motorized bicycles.”

“Utility Vehicle - Any motorized vehicle manufactured for off-road use which is not greater than two thousand pounds and not greater than 67 inches in width, with a steering wheel and non-straddle seat, commonly known as a UTV or side by side, not to include all terrain vehicle.”

(Each definition to be incorporated alphabetically into this Section).

Section 2. That Chapter 340 Miscellaneous Driving Rules, Title III Traffic Code be amended by repealing and replacing Section 340.120 Off Road Vehicles, Allowed—Exceptions, Prohibited Uses for adding exceptions of Utility Vehicles and Golf Carts on City Streets and same be hereby adopted to read as follows:

“Chapter 340 Miscellaneous Driving Rules”

“Section 340.120 Utility Vehicles/Golf Carts and Off-road Vehicles, Allowed — Exceptions, Prohibited Uses.”

“A. The operation of Utility Vehicles and Golf Carts shall be allowed on city streets subject to the same traffic regulations relating to motor vehicles, with the exception that operation of a Golf Cart shall not require a valid driver’s license or driver’s permit.

B. No person shall operate an Off -road Vehicle, as defined in Section 304.001, RSMo., within any stream or river in this City, except that Off-road Vehicles may be operated within waterways which flow within the boundaries of land which an Off-road Vehicle operator owns, or for agricultural purposes within the boundaries of land which an off-road vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. All Law Enforcement Officials or Peace Officers of this State and its political subdivisions shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.

C. A person operating a UTV and/or Golf Cart on a City Street pursuant to an exception covered in this Section shall have a valid operator's or chauffeur's license, but shall not be required to have passed an examination for the operation of a motorcycle.

D. No person shall operate a UTV and/or Golf Cart:

1. At a speed in excess of 30 miles per hour;
2. In any careless way so as to endanger the person or property of another;
3. While under the influence of alcohol or any controlled substance;
4. In violation of any ordinance relating to the operation of a vehicle or Motor Vehicle, unless otherwise exempted above; or
5. On any Missouri State Highway or Interstate.”

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 4. This Ordinance shall be effective _____, 2024.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Title XIX MOTOR VEHICLES, WATERCRAFT AND AVIATION

Chapter 304

< > • Effective - 28 Aug 2021, 2 histories ↓

304.001. Definitions for chapter 304 and chapter 307. — As used in this chapter and chapter 307, the following terms shall mean:

(9) "**Off-road vehicle**", any vehicle designed for or capable of cross-country travel on or immediately over land, water, ice, snow, marsh, swampland, or other natural terrain

<https://revisor.mo.gov/main/OneSection.aspx?section=304.001&bid=49751&hl=>

1/4

without benefit of a road or trail:

(a) Including, without limitation, the following:

- a. Jeeps;
- b. All-terrain vehicles;
- c. Dune buggies;
- d. Multiwheel drive or low-pressure tire vehicles;
- e. Vehicle using an endless belt, or tread or treads, or a combination of tread and low-pressure tires;
- f. Motorcycles, trail bikes, minibikes and related vehicles;
- g. Any other means of transportation deriving power from any source other than muscle or wind; and

(b) Excluding the following:

- a. Registered motorboats;
- b. Aircraft;
- c. Any military, fire or law enforcement vehicle;
- d. Farm-type tractors and other self-propelled equipment for harvesting and transporting farm or forest products;
- e. Any vehicle being used for farm purposes, earth moving, or construction while being used for such purposes on the work site;
- f. Self-propelled lawnmowers, or lawn or garden tractors, or golf carts, while being used exclusively for their designed purpose;
- g. Any vehicle being used for the purpose of transporting a handicapped person;
- h. Electric bicycles, as defined in section 301.010;

Section 340.120. All-Terrain Vehicles, Prohibited — Exceptions, Operation of Under an Exception — Prohibited Uses.

- A. No person shall operate an all-terrain vehicle, as defined in Section 300.020, upon the streets and highways of this City, except as follows:
 - 1. All-terrain vehicles owned and operated by a governmental entity for official use;
 - 2. All-terrain vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation;
 - 3. All-terrain vehicles whose operators carry a special permit issued by this City pursuant to Section 304.013, RSMo.
- B. No person shall operate an off-road vehicle, as defined in Section 304.001, RSMo., within any stream or river in this City, except that off-road vehicles may be operated within waterways which flow within the boundaries of land which an off-road vehicle operator owns, or for agricultural purposes within the boundaries of land which an off-road vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. All Law Enforcement Officials or Peace Officers of this State and its political subdivisions shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.
- C. A person operating an all-terrain vehicle on a street or highway pursuant to an exception covered in this Section shall have a valid operator's or chauffeur's license, but shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than thirty (30) miles per hour. When operated on a street or highway, an all-terrain vehicle shall have a bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be day-glow in color.
- D. No person shall operate an all-terrain vehicle:
 - 1. In any careless way so as to endanger the person or property of another;
 - 2. While under the influence of alcohol or any controlled substance; or
 - 3. Without a securely fastened safety helmet on the head of an individual who operates an all-terrain vehicle or who is being towed or otherwise propelled by an all-terrain vehicle, unless the individual is at least eighteen (18) years of age.
- E. No operator of an all-terrain vehicle shall carry a passenger, except for agricultural purposes.

Section 300.020. Definitions.¹ [Code 1962 §18-2; CC 1979 §16-2; Ord. No. 973 §1, 10-4-1977; Ord. No. 1095, 11-4-1980; Ord. No. 88-30 §1, 6-21-1988]

Except as may otherwise be provided, whenever the following words and phrases are used in this Title, they shall have the meanings respectively ascribed to them in this Section:

MOTOR VEHICLE — Any self-propelled vehicle not operated exclusively upon tracks, except farm tractors, motorized bicycles, and golf carts. See also the definition of "GOLF CART" in this Section.[Ord. No. 305-2022, 5-17-2022; Ord. No. 338-2022, 9-20-2022]

creates or constitutes a traffic hazard.

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No. 2024-85: Amending City Code 600.050 Drinking in Public

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2024-85 Authorizing Waiving Enforcement of 600.050 Drinking in Public for Downtown Square Events - Add March October
-

PURPOSE:

To amend chapter 600.050 for Downtown Business Association.

BACKGROUND:

Recently, the City Council amended the city code to allow the downtown businesses to host special events throughout the year. This change will allow two more events, one being in March and the other in October. These two months were originally going to be larger events. However, due to proper oversight and logistics, they are now just requesting these to be added to the existing ordinance.

RECOMMENDATION:

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

AN ORDINANCE of the City of Neosho to authorize waiving enforcement of Section 600.050, Drinking in Public—Intoxicating Liquor; of Chapter 600, Alcoholic Beverages; Article I, Generally; under Title VI Business and Occupation to the Neosho Code of Ordinances for approved dates limited to the mapped area of the downtown square for the purpose of promoting local businesses and community events.

WHEREAS, for the purpose of promoting local businesses and community events, without causing concerns for the health, safety and welfare of the public, the City Council has determined it is in the best interest of the general public to allow limited waiver of enforcement of Section 600.050 Drinking in Public—Intoxicating Liquor for approved dates limited to the mapped area of the downtown square.

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

Section 1. That the enforcement of Section 600.050 Drinking in Public—Intoxicating Liquor of Chapter 600, Alcoholic Beverages; Article I, Generally; under Title VI Business and Occupation of the Neosho Code of Ordinances shall be waived for the area of the downtown square as depicted on the map, a true and accurate copy of said Map is attached hereto and incorporated as Exhibit “A” and limited to the following approximate dates:

- Third Friday or Saturday of March as designated in advance for “Spring Fling”
- Third Friday or Saturday of July as designated in advance for “Summer Block Party”
- Third Friday or Saturday of August as designated in advance for “Dog Days of Summer”
- Third Friday or Saturday of September as designated in advance for “Tailgate on the Square”
- Halloween if on a Friday or Saturday, or in the alternative the Friday or Saturday before Halloween or if the 13th falls on a Friday in October as designated in advance for “Creep and Crawl” or “Witch Walk.”
- Second Friday or Saturday of December as designated in advance for “Sip & Shop”

If weather makes any of these events unfeasible or unsafe then the City Manager is authorized to designate a different date for such event and the new date shall be in effect for the purpose of this ordinance for that single deviated occurrence.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent the same conflict only during the limited times as listed above and in the area described in Exhibit “A” but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective , 2024 until otherwise repealed.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No. 2024-86: Surplus City Vehicles_Parks Department and Wastewater Department

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2024-86 Surplus City Vehicles_Parks and Wastewater

PURPOSE:

To seek Council approval to surplus three vehicles; one from the Parks Department and two from Wastewater.

BACKGROUND:

These vehicles are in need of replacement. Vehicles have been found to replace these aged vehicles.

2002 Ford F-150 XL Vin # 1FTRF17W22NB85471
2012 Ford F-150 XL Vin # 1FTNF1WF0CKD75001
2014 Ford F-150 XL Vin # 1FTMF1EM3EKD69626
2008 Chevrolet Uplander Vin # 1GNDV23178D162481

RECOMMENDATION:

Staff requests approval of Bill No. 2024-86 and authorize the Mayor to sign after final reading.

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.

NOW, THEREFORE, 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 Ford F-150 XL Vin # 1FTRF17W22NB85471
2012 Ford F-150 XL Vin # 1FTNF1WF0CKD75001
2014 Ford F-150 XL Vin # 1FTMF1EM3EKD69626
2008 Chevrolet Uplander Vin # 1GNDV23178D162481

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

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No. 2024-87: Contract with Encore Pyrotechnics for Celebrate Neosho Fireworks

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

- 1. Bill No. 2024-87 Authorizing Pyrotechnics by Encore Ag_Celebrate Neosho**
 - 2. CONTRACT - Encore Pyrotechnics independent contractor K RE 2025 fireworks**
-

PURPOSE:

The purpose of this item is to authorize the Mayor to sign the agreement between the City of Neosho and Encore Pyrotechnics to provide the fireworks display at the 2025 Celebrate Neosho.

BACKGROUND:

The City of Neosho proudly hosts the annual Celebrate Neosho event, a community celebration that concludes with a grand fireworks display. To ensure the success and safety of this annual event, the City engages a professional fireworks contractor each year. This partnership ensures that the fireworks display is executed with the highest standards of safety, quality, and entertainment for all attendees.

RECOMMENDATION:

Staff recommends that City Council approve the contract and authorize the execution of the agreement between the City of Neosho and Encore Pyrotechnics.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement by and between the City of Neosho and Pyrotechnics by Encore, LLC, a Missouri limited liability company for the purpose of providing a fireworks display for the Annual Celebrate Neosho, Independence Day Event; 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 Pyrotechnics by Encore, LLC, a Missouri limited liability company for the purpose of providing a fireworks display for the Annual Celebrate Neosho, Independence Day Event; a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Pyrotechnics by Encore LLC, a Missouri Limited Liability Company, d/b/a Encore Pyrotechnics, hereinafter referred to as “Contractor,” and with City and Contractor being referred to collectively as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of providing display fireworks for Annual Celebrate Neosho, Independence Day Event, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of providing display fireworks for Annual Celebrate Neosho, Independence Day Event, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best offeror based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the independent contractor services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to provide display fireworks for Independence Day as follows:

 a. Contractor will conduct an outdoor fireworks display on **June 28, 2025**. The display will occur at such time so as to be plainly visible to the ordinary person and will consist of a professional 723 total shot fireworks display of 18-23 minutes in duration.

 b. Contractor will complete a site plan and secure a discharge site, display site, and fallout area, referred to collectively as “the Premises.” City and Contractor may, at no cost to Contractor, jointly select City property to be used as the Premises.

 c. Contractor will secure adequate police and fire protection to ensure the safety of the display and premises. City will not unreasonably withhold police and fire protection. Any police and fire protection provided by City will be at no cost to Contractor.

d. Contractor will secure adequate private security to ensure the safety of the display and the Premises, to include the prevention of unauthorized entry to the Premises.

e. Contractor will clean the Premises, to include the disposal of any trash, waste, etc. within 24 hours of the display.

f. Contractor will have the sole discretion to postpone the display in the event of inclement weather, fire bans, or other dangerous conditions. If Contractor postpones the display, the parties will work in good faith to reschedule the display.

g. Contractor will comply with the codes and standards of the National Fire Protection Association (NFPA).

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Nineteen Thousand Nine Hundred Fifty and 00/100 Dollars (\$19,950.00) – the full amount of this contract – no later than July 16, 2024. However, if the display is postponed and not rescheduled, Contractor's compensation will be limited to actual expenses incurred and services rendered and, in any event, will not exceed the price of \$2,500. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

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

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

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

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

Missouri.

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

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

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

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

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

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

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

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder

specified or which may arise out of the performance of this Agreement. Specifically, Contractor shall carry general liability and automobile insurance policies with coverage limits of no less than \$1 million per policy.

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

City of Neosho, Missouri
ATTN: City Manager
203 E. Main St.
Neosho, MO 64850

Encore Pyrotechnics
ATTN: Joey Taylor
5200 State Hwy W
Ozark, MO 65721

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

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

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

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

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

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

24. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the

associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

CITY OF NEOSHO, MISSOURI

ENCORE PYROTECHNICS

Richard Davidson, Mayor

Joey Taylor, Owner/Member

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No. 2024-88: Contract with 2MPR, LLC dba Precision Heating & Air for City HVAC Services

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2024-88 Contract with 2MPR, LLC dba Precision Heating and Air City HVAC Service
 2. Contract with 2MPR, LLC for Citywide HVAC Services
-

PURPOSE:

To seek Council approval of the contract with 2MPR, LLC dba Precision Heating & Air for city-wide HVAC services.

BACKGROUND:

Staff sent bids out for city-wide HVAC services and council awarded the bid to Precision Heating and Air during the September 3, 2024 Council Meeting.

RECOMMENDATION:

Staff recommends approving Bill No. 2024-88.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement by and between the City of Neosho and 2MPR, LLC, a Missouri limited liability company for the purpose of providing general heating, ventilation, and air conditioning services (“HVAC”) for City HVAC equipment maintenance and repair; 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 2MPR, LLC, a Missouri limited liability company for the purpose of providing general heating, ventilation, and air conditioning (“HVAC”) services for City HVAC equipment maintenance and repair; a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of October, 2024, by and between the City of Neosho, Missouri (hereinafter “City”), and 2MPR, LLC, a Missouri limited liability company (hereinafter “Contractor”), and with City and Contractor being referred to collectively as the “parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing general heating, ventilation and air conditioning (“HVAC”) services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing general HVAC services.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is from October ____, 2024 through _____, 2025, unless terminated as provided herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to provide general HVAC services for the routine maintenance, repair, and replacement of City HVAC equipment/appliance if and when requested by City. Contractor’s response time will be no more than twelve (12) hours for work during business hours, which means between 7:00 A.M. and 5:00 P.M. Monday through Friday; twelve (12) hours for work after hours, which means between 5:01 P.M. and 6:59 A.M. Monday through Friday and weekends; and twelve (12) hours for work on a City-recognized holiday, which means a holiday for which City Hall is closed.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following hourly rates: \$75.00 per hour for work during business hours; \$95.00 per hour for work after hours; and \$95.00 per hour for work on a City-recognized holiday. Contractor will not perform work after hours or on a City-recognized holiday without City’s prior written approval. Contractor will submit a monthly invoice for payment. Within thirty (30) days of City’s receipt and approval of an invoice, City will make payment to Contractor. Contractor will not perform work in excess of \$750.00 without City’s prior written approval. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker’s compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and

Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

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

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

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

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

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

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

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

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

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

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

employee working solely for Contractor, any fee, commission, gift, or contingent fee.

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

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

18. Intellectual Property. Intentionally omitted.

19. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

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

City of Neosho	2MPR, LLC
ATTN: David Kennedy	ATTN: Rudy Moritz
203 E. Main St.	422 Ravenwood Circle
Neosho, MO 64850	Neosho, MO 64850

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

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

22. Records and Audits. The Contractor shall maintain accounts and records, including

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

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

24. Right to Proceed. In the event this contract is terminated pursuant to Paragraph 28, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

CITY OF NEOSHO, MISSOURI

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

2MPR, LLC

By:_____

Name: Rudy Moritz

Address:422 Ravenwood Circle

Neosho, MO 64850

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No. 2024-89: Surplus City Property/Doniphan Drive

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2024-89 Neosho declaring surplus Doniphan Drive Property- Sealed Bids then Realtor
-

PURPOSE:

To authorize the sale of real estate property.

BACKGROUND:

The city owns a large parcel of property in the Industrial Park on Doniphan Drive. This property has been surveyed, and an appraisal has been completed for the value. I am requesting this property to be listed by sealed bid. If no bids are received, we will then list the property with a real estate company.

RECOMMENDATION:

To authorize the surplus of the property.

AN ORDINANCE of the City of Neosho declaring a certain tract of real property containing approximately one hundred fifty-seven acres along Doniphan Drive as surplus and authorizing the same to be sold pursuant to Section 120.235 Purchases and Sales of Real Estate.

WHEREAS, the City Council has determined that a tract of property as legally described below serves no public purpose and the same should be declared surplus; and

WHEREAS, Section 120.235 Purchases and Sales of Real Estate, Paragraph A. provides real estate shall be sold by sealed bids, through a real estate broker or at public auction by formal written contract to the highest bidder.

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

Section 1. That certain property owned by the City of Neosho, serving no current public purpose, shall be declared surplus and this property being legally described as:

See the Legal Description on Attached Exhibit "A"

Section 2. That pursuant to Section 120.235 of the City Code of Ordinances, the City Manager is authorized to publish notice inviting proposals for offers to purchase the surplus property by sealed bids; or if no bids are received or accepted by the City Council then to sell by use of a Real Estate Broker.

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 _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk
SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Bill No. 2024-90: Surplus City Property/Howard Bush Drive

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2024-90 Neosho declaring surplus Airport Property- Sealed Bids then Realtor
 2. Airport Property Surplus Survey
-

PURPOSE:

To authorize the sale of real estate property.

BACKGROUND:

The city owns a property on Howard Bush Drive. This property has been surveyed, and an appraisal has been completed for the value. I am requesting this property to be listed by sealed bid. If no bids are received, we will then list the property with a real estate company.

RECOMMENDATION:

To authorize the surplus of this property.

AN ORDINANCE of the City of Neosho declaring two (2) certain tracts of real property containing approximately sixteen and seven-tenths acres and thirty-five acres along Daniel Boone Drive and Austin Avenue as surplus and authorizing the same to be sold pursuant to Section 120.235 Purchases and Sales of Real Estate.

WHEREAS, the City Council has determined that two (2) tracts of property as legally described below serve no public purpose and the same should be declared surplus; and

WHEREAS, Section 120.235 Purchases and Sales of Real Estate, Paragraph A. provides real estate shall be sold by sealed bids, through a real estate broker or at public auction by formal written contract to the highest bidder.

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

Section 1. That certain property owned by the City of Neosho, serving no current public purpose, shall be declared surplus and this property being legally described as:

See the Legal Description on Attached Exhibit "A"

Section 2. That pursuant to Section 120.235 of the City Code of Ordinances, the City Manager is authorized to publish notice inviting proposals for offers to purchase the surplus properties by sealed bids; or if no bids are received or accepted by the City Council then to sell by use of a Real Estate Broker.

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 _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

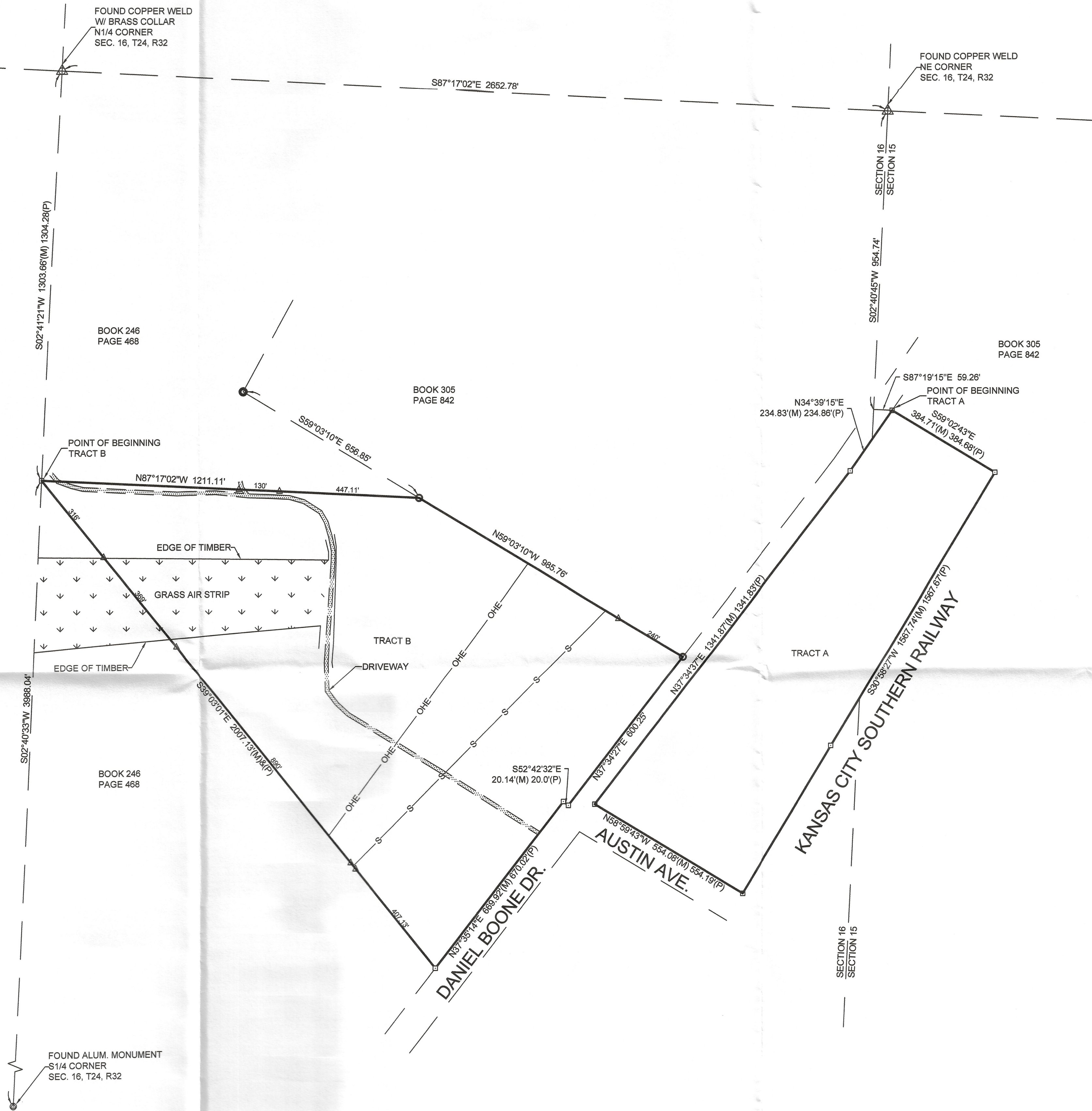
Cheyenne Wright, City Clerk
SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

LEGEND

- FOUND IRON PIN
● FOUND ALUM MON
△ FOUND COPPER WELD
○ FOUND PIPE
△ SET 60d NAIL
○ SET IRON PIN
(M) MEASURED
(P) PLAT



TRACT A:

ALL THAT PART OF THE EAST ONE-HALF (E1/2) OF SECTION 16 AND PART OF THE WEST ONE-HALF (W1/2) OF SECTION 15, IN TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTHEAST CORNER OF SAID SECTION 16;
THENCE S02°40'45"W ALONG EAST LINE A DISTANCE OF 954.74 FEET;
THENCE S87°19'15"E A DISTANCE OF 59.26 FEET TO THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE THE POINT OF BEGINNING;
THENCE S59°02'43"E A DISTANCE OF 384.68 FEET TO THE WEST RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILWAY;
THENCE S30°58'27"W ALONG SAID LINE A DISTANCE OF 1567.67 FEET TO THE NORTH RIGHT OF WAY LINE OF AUSTIN AVENUE;
THENCE N58°59'43"W ALONG SAID LINE A DISTANCE OF 554.19 FEET TO THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;
THENCE ALONG SAID LINE THE FOLLOWING CALLS N37°34'37"E A DISTANCE OF 1341.83 FEET;
THENCE N34°39'15"E A DISTANCE OF 234.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.7 ACRES MORE OR LESS.

TRACT B:

ALL THAT PART OF THE EAST ONE-HALF (E1/2) OF SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTH QUARTER CORNER OF SAID SECTION 16;
THENCE S02°41'21"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 1304.28 FEET TO THE POINT OF BEGINNING;
THENCE S39°03'01"E A DISTANCE OF 2007.13 FEET TO THE WEST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;
THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS N37°35'14"E A DISTANCE OF 670.02 FEET;
THENCE S52°42'32"E A DISTANCE OF 20.00 FEET;
THENCE N37°34'27"E A DISTANCE OF 600.25 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE N59°03'10"W A DISTANCE OF 985.76 FEET;
THENCE N87°17'02"W A DISTANCE OF 1211.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.0 ACRES MORE OR LESS.

BASIS OF BEARINGS

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

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

ORIGINAL

SOURCE DOCUMENTS

DEED BOOK 246 PAGE 468
DEED BOOK 305 PAGE 842
SURVEY BY L.S. 2163 DATED 8/26/1996
SURVEY BY L.S. 2000161240 DATED 3/27/2013

FENCE NOTE

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

NOTES

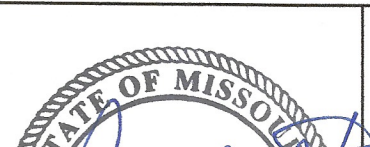
NO UTILITIES SHOWN AS A PART OF THIS SURVEY.

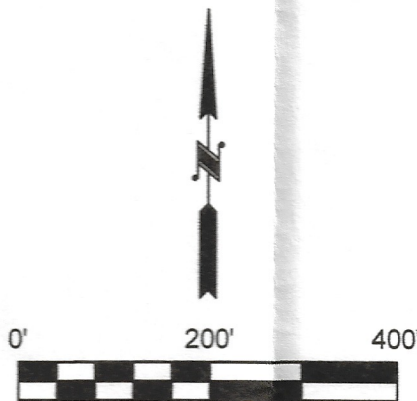
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

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

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

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

	 PH 417.623.2525 2224 S. MAIN ST. JOPLIN, MO 64804 www.MJSurveyingLLC.com		
	DRAWN RLP	DATE 6/20/2024	CITY OF NEOSHO PART OF SEC. 15 & 16 T 24, R32, IN THE OF NEOSHO, NEWTON COUNTY, MISSOURI. PROJECT # 24309
	APPROVED BAA	DATE 6/20/2024	
	SCALE 1"=200'	SHEET 1 OF 1	



SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Resolution Bill No. 2024-52: Authorizing an Application for a Land Water Conservation Fund Grant for Scenic Park

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Resolution Bill No. 2024-52 Authorizing an Application for a Land Water Conservation Fund for Scenic Park

PURPOSE:

The purpose of this item is to gain the Council's approval of a resolution authorizing the city manager to sign an application and associated documents for a grant request from the Land Water Conservation Fund.

BACKGROUND:

The city continues to improve the public parks and make them more accessible to all citizens. If authorized, this application would request matching funds to install an ADA parking lot, ADA sidewalk, ADA bathrooms and a new covered pavilion in the northern half of Scenic Park. The total project cost is estimated at \$225,000 with a budgeted cash or match value amount of \$112,500 placed in the 2024-2025 Parks Department budget.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager's signature.

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Resolution Bill No. 2024-52: Authorizing an Application for a Land Water Conservation Fund Grant for Scenic Park

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Resolution Bill No. 2024-52 Land-Water Conservation Fund Program.Scenic Park
 2. Maps for Res. Bill No. 2024-52
-

PURPOSE:

The purpose of this item is to gain the Council's approval of a resolution authorizing the city manager to sign an application and associated documents for a grant request from the Land Water Conservation Fund.

BACKGROUND:

The city continues to improve the public parks and make them more accessible to all citizens. If authorized, this application would request matching funds to install an ADA parking lot, ADA sidewalk, ADA bathrooms and a new covered pavilion in the northern half of Scenic Park. The total project cost is estimated at \$225,000 with a budgeted cash or match value amount of \$112,500 placed in the 2024-2025 Parks Department budget.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager's signature.

Resolution Bill No. 2024-52

A RESOLUTION of the City of Neosho, Missouri, stating intent to seek funding through the Land and Water Conservation Fund Program and authorizing the City Manager to sign all grant application documents in an attempt to secure funding.

WHEREAS, the City of Neosho is applying for federal assistance from the Land & Water Conservation Fund program for the purpose of constructing Scenic Park Inclusive Playground Facilities

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

1. The City Manager of the City of Neosho is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the U.S. Department of the Interior, National Park Service.
2. The City of Neosho currently has the written commitment for 50% matching share for the project elements that are identified in the application and the City will allocate the necessary funds to complete the project, not to exceed \$225,000.00 in total funds with \$112,500.00 appropriated from the City.
3. In the event a grant is awarded, the City of Neosho will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access in perpetuity.
4. In the event a grant is awarded, the City of Neosho is prepared to complete the project within the time period identified on the signed project agreement.
5. In the event a grant is awarded, the City of Neosho will comply with all rules and regulations of the Land & Water Conservation Fund program, applicable Executive Orders, all federal and state laws that govern the grant applicant during the performance of the project, and stewardship requirements when the project is complete.

PASSED AND RESOLVED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 1st day of October, 2024, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED AS TO FORM:

ATTEST:

Cheyenne Wright, City Clerk

Derek A. Snyder, City Attorney

SEAL

Neosho, MO



Legend

Neosho Streets

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

**Pavillion w/ concrete floor
20' x 24'**

**Two ADA compliant restrooms
Each 10' x 12'**

1: 89

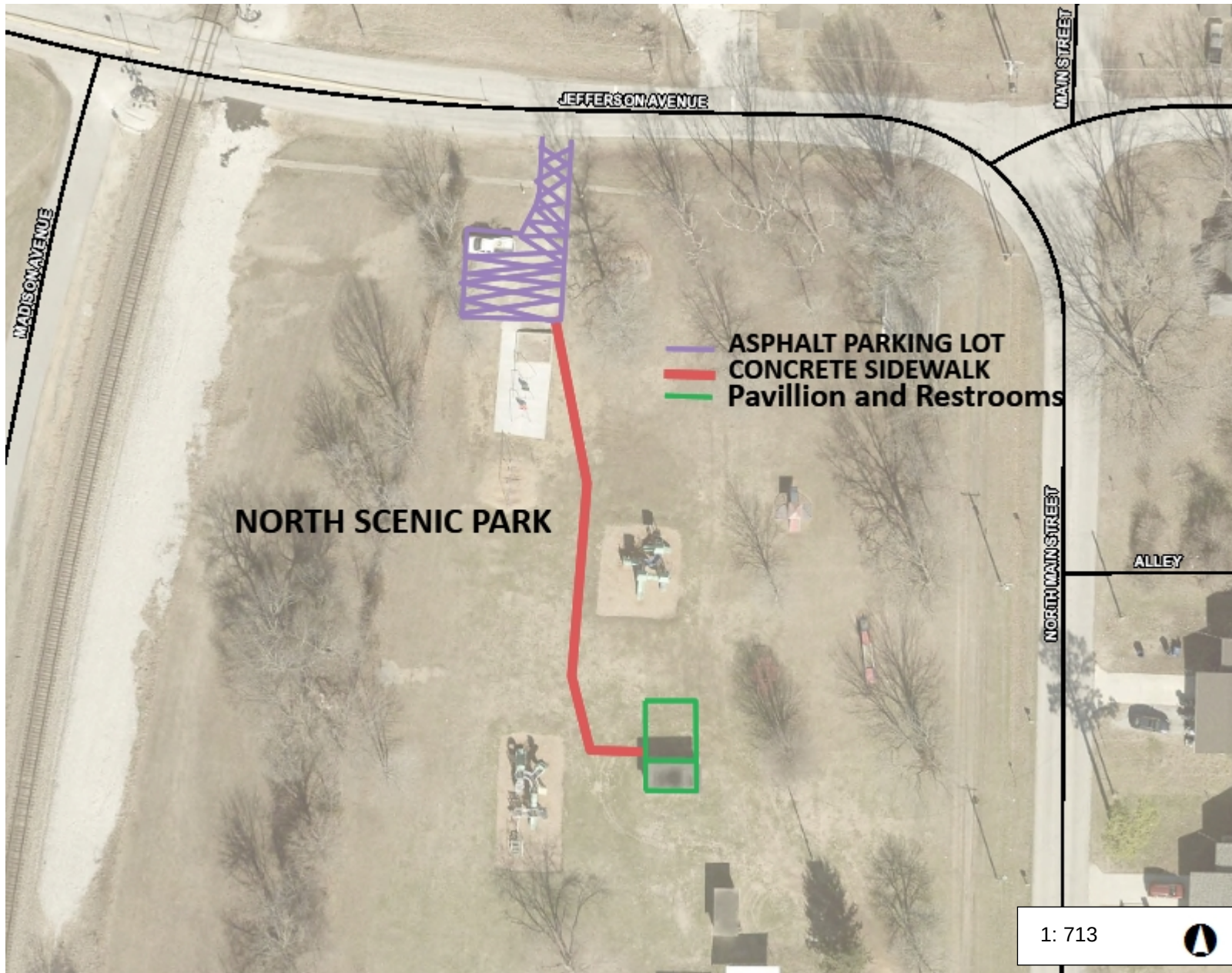


14.8 0 7.42 14.8 Feet

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

Notes

Neosho, MO



Legend

Neosho Streets

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

Notes

118.8 0 59.38 118.8 Feet

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

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Resolution Bill No. 2024-55: Spring Street and Lafayette Street Property_NSD

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Res. Bill No. 2024-55 MOU w School for Future RE AG
 2. MOU 220 E. Spring St Swap for Wood St. Parking Lot from School
-

PURPOSE:

To enter into an agreement with the Neosho School District for real estate.

BACKGROUND:

The district has requested a parcel of property currently owned by the city. In turn, the city wishes to acquire a parking lot off of Wood Street. This agreement is for a property exchange between the two entities.

RECOMMENDATION:

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

Resolution Bill No. 2024-55

A RESOLUTION of the City of Neosho, Missouri, approving a Memorandum of Understanding and Agreement with the Neosho School District, a Missouri political subdivision, for the purpose of entering into a future real estate agreement to purchase or acquire real property and to sell or transfer real property to be declared surplus.

WHEREAS, the City of Neosho owns property located at 220 E. Spring Street, a portion of said property provides no current public purpose the same being desired by the School District, to which a particular legal description shall be prepared; and

WHEREAS, the Neosho School District owns property desired by the City.

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

That the Memorandum of Understanding and Agreement with the Neosho School District, a Missouri political subdivision, for the purpose of entering into a future real estate agreement to purchase or acquire real property and to sell or transfer real property to be declared surplus, 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 1st day of October, 2024, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This memorandum of understanding and agreement (herein “MOU”) is made on this _____ day of _____, 2024, by and between the City of Neosho, a Missouri Municipal Corporation (hereinafter referred to as “City”), and the Neosho School District, formally known as Neosho R-5 School District, a Missouri political subdivision (hereinafter referred to as “School”), collectively referred to as the “Parties.”

WHEREAS, City owns a certain tract of property located in part at 220 E. Spring Street in Neosho, Missouri, being more particularly described below (hereinafter referred to as “Park”); and

WHEREAS, School owns a certain tract of property located on Wood Street in Neosho, Missouri, being more particularly described below (hereinafter referred to as “Parking Lot”); and

WHEREAS, the City desires to transfer, convey and deed a portion of the Park to the School in exchange for the Parking Lot to be transferred, conveyed and deeded by the School to the City; and

WHEREAS, the School desires to transfer, convey and deed the Parking Lot to the City in exchange for a portion of the Park to be transferred, conveyed and deeded by the City to the School; and

WHEREAS, the Park property to be transferred, conveyed and deeded has not yet been described; and

WHEREAS, for the reasons set forth herein, the Parties desire to set forth the material terms of their collaboration to transfer, convey and deed to each respective party the Park and Parking Lot in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and School agree as follows:

1. Responsibilities of City.

a. City shall have prepared a legal survey to describe the existing Park property located at 220 E. Spring Street that shall substantively consist of the property described as follows:

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; EXCEPT the existing parking lot improvement on said property.

b. City shall adopt a Resolution authorizing this Memorandum of Understanding, and upon a legal description for said Park shall enter into a Real Estate Agreement with the School to deed the same to the School in exchange for the Parking Lot property from the School, with costs to be split equally between the parties.

c. City shall permit School reasonable access to the property to appraisers, surveyors, vendors, contractors and inspectors.

2. Responsibilities of School.

a. School shall adopt a Resolution authorizing this Memorandum of Understanding, and upon a legal description for said Park provided by City, shall enter into a Real Estate Agreement with the City to deed the Parking Lot to the City in exchange for the Park property to be legal described, with costs to be split equally between the parties. Parking Lot property is more legally described as follows:

*Lot 8 in Block 9 in McCord's Addition to the City of Neosho, Missouri,
according to the recorded Plat thereof*

b. If the School desires access to the Park property prior to closing of the sale for appraisal, inspection or improvements it shall hold City harmless from all costs and shall indemnify City and hold City harmless from all liability, claims, injuries, losses, damages, costs and expenses.

c. Any improvements to be made prior to closing shall be made after approval by the City with such request made in writing and no approval for the same shall be unreasonably withheld by City.

3. Environmental Notice. The parties acknowledge that the presence of an environmentally protected species known as the Ozark Cavefish, registered as "endangered" and/or "threatened" may exist on or within the Park and that adherence to State and/or Federal law must be applied to any activity on said property.

4. Termination. School may terminate this Agreement if City fails to provide the Park legal description within 120 days or fails to approve a Real Estate Agreement pursuant to the terms herein described within 120 days or if City unreasonably withholds access or approval for improvements. City may terminate this Agreement if School fails to provide and approve a Real Estate Agreement pursuant to the terms herein described within 120 days.

5. Notices. All notices, requests, and demands to or upon the parties of the MOU shall be deemed to have been given or made when delivered by hand or via certified mail addressed as follows or to other such addresses as may be hereafter designated in writing:

City: City of Neosho
ATTN: City Manager
203 E. Main St.
Neosho, MO 64850

Neosho School District
ATTN: Superintendent
418 Fairground Rd
Neosho, MO 64850

6. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

7. Severability. The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF NEOSHO, MISSOURI

By: _____
Richard Davidson, Mayor

ATTEST:

By: _____
Cheyenne Wright, City Clerk

NEOSHO SCHOOL DISTRICT

By: _____
Jim Davis, Superintendent

ATTEST:

By: _____
, Secretary

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Resolution Bill No. 2024-56: Newton County Public Safety Grant

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Res. Bill No. 2024-56 Newton Cnty Public Safety Fire Dept Grant
 2. NFD - Grant Letter
-

PURPOSE:

The purpose of the resolution is to accept the Newton County Public Safety Grant

BACKGROUND:

I applied for the Newton County Public Safety Grant in August for the purchase of a bunker gear extractor washer and dryer for Fire Station 2. The extractor washer and dryer are just one more recommended step to help cut down on the exposure to carcinogens that contaminate our bunker gear while fighting a fire. With station 2 having this equipment, it will eliminate the need to transport contaminated gear from one station to another to be washed. This equipment will help us continue to meet the requirement to be in the Missouri Firefighters Critical Illness Pool, a pool funded by the Missouri Department of Public Safety to help care for emergency service members who get cancer in the environments they work in. We have made it through the process and have been selected for approval of \$10,626.11 for the purchase of the extractor washer and dryer. The City Attorney has looked over the award letter. This was a budgeted item.

RECOMMENDATION:

Staff recommends council approval and allowing the Fire Chief to sign.

Resolution Bill No. 2024-56

A RESOLUTION of the City of Neosho, Missouri, authorizing acceptance of a Public Safety Grant Award from the Newton County Public Safety Board in the amount of Ten Thousand Six Hundred Twenty-Six and 11/100 Dollars (\$10,626.11) and authorizing the Neosho Fire Department Chief to execute documents to effectuate the same.

WHEREAS, the Newton County Public Safety Board approved a Public Safety Grant to the Neosho Fire Department in the amount of Ten Thousand Six Hundred Twenty-Six and 11/100 Dollars (\$10,626.11); and

WHEREAS, the City Council desires to accept the grant award and authorize the Fire Chief for the Neosho Fire Department to execute necessary documents for said acceptance.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri, that the attached Public Safety Grant Award from the Newton County Public Safety Board in the amount of Ten Thousand Six Hundred Twenty-Six and 11/100 Dollars (\$10,626.11) be approved and accepted.

THEREFORE, BE IT FURTHER RESOLVED, that the Fire Chief of the Neosho Fire Department or other designated Department Official is authorized to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2024, by a vote of ____ yes, ____ no.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

CITY SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

 Newton County Missouri 101 S. Wood Street Neosho MO 64850 Phone: (417) 451-8223		PUBLIC SAFETY GRANT AWARD	
		DATE	
		Award Number	Amendment No.
RECIPIENT NAME Neosho Fire Department		RECIPIENT VENDOR NUMBER	
RECIPIENT ADDRESS 125 N. College St Neosho,MO 64850		ISSUING AGENCY Newton County Missouri	
GRANT AWARD INFORMATION			
PROJECT TITLE NFD - Extractor Washer & Dryer		PERFORMANCE PERIOD FROM: November 1, 2024 TO: August 31, 2025	
LOCAL COST SHARE		\$	
TOTAL AWARD AMOUNT		\$ 10,626.11	
CONTACT INFORMATION			
NEWTON COUNTY CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME Tom Oliphant		NAME Aaron Houk	
E-MAIL ADDRESS toliphant@nc-cdc.org		E-MAIL ADDRESS ahouk@neoshomo.gov	
TELEPHONE 417-451-8291 (leave a message)		TELEPHONE 417-451-8021	
SUMMARY DESCRIPTION OF PROJECT: Extractor Washer & Dryer Grant awards are to be used to purchase equipment supporting public safety within the county. Grant funds must be expended by August 31st of the following year. Recipient understands that they must provide copies of invoices, and canceled checks supporting the uses of grant funding by August 31st in order to be eligible for future grants. Any grant funding not expended must be returned to Newton County by August 31st the year following receipt of grant funds. If within five (5) years your agency is no longer utilizing the equipment, equipment shall be returned to Newton County. Once the five (5) year window is over, equipment may be sold or disposed of using your normal process. Newton County will not be liable to any subcontractor or vendor for any expenses or liabilities incurred under the award. The recipient shall be solely responsible for the equipment provided in connection with this Agreement and solely liable to any subcontractor or vendor for all expenses and liabilities incurred under this sub-award. The recipient shall be responsible for the acts, omissions to acts or negligence of the recipient, its agents, employees and assigns. To the extent allowed by law, and subject to any applicable sovereign immunity, the recipient shall hold harmless and indemnify Newton County including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the recipient in connection with or in any way relating to this Agreement. Newton County its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.			
NEWTON COUNTY OFFICIAL: Daniel Swem, Presiding Commissioner		RECIPIENT AUTHORIZED OFFICIAL, NAME AND TITLE Aaron Houk, Chief	
SIGNATURE - NEWTON COUNTY COMMISSIONER	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE
THIS GRANT AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH. BY SIGNING THIS GRANT AWARD AGREEMENT, RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL CONDITIONS.			

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Extension of City Utilities for 13991 Pennell Lane and an Irrevocable Consent

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Pennell (Moser) Irrevocable Consent
 2. Pennell (Moser) Voluntary Annexation Application
 3. Pennell Map
-

PURPOSE:

The purpose of this item is to gain the council's approval of an Irrevocable Consent to Annexation of property west of 13991 Pennell Lane.

BACKGROUND:

The property owner has agreed to an Irrevocable Consent to Annexation of the property described in the documents in consideration for connecting to city water and sewer. The property is not contiguous with the city and not eligible for immediate annexation. The owner will connect at his own expense and be charged at 1.5 time the resident rate. The correct paperwork has been completed.

RECOMMENDATION:

Staff recommends that the City Council accept the Irrevocable Consent to Annexation.

IRREVOCABLE CONSENT TO ANNEXATION AND AGREEMENT RELATING THERETO

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this 4 day of September, 2024.

WITNESSETH:

WHEREAS, Moser Endeavors LLC, (hereinafter "Owners") are the record Owners a fee simple interest in the following described real property:

(See Attachment A for legal description)

WHEREAS, the above-described realty lies outside of the city limits of the City of Neosho, Missouri, (hereinafter the "City"); and

WHEREAS, it is the policy of the City and the Council not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, Owners have asked the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City's water and/or sewer system; and

WHEREAS, the City, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City's water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City determines such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors and assigns, to any future annexation of the above-described realty by the City irrespective of who initiated the annexation process. If in the event the Owner connects to the City's water system at a time when not City sewer service is unavailable, the Owner agrees to connect to City

sewer services at the Owner's expense whenever City sewer services come within the footage regulations as defined in the Water and Sewer Extension Plan.

2. The City shall charge, and Owners shall pay, such fees as the City determines necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.

3. At such time the City declares that annexation of hereinbefore described realty is in the best interests of the City; the City shall present the attached Voluntary Petition for Annexation to the Council as provided by Section 71.012 RSMo.

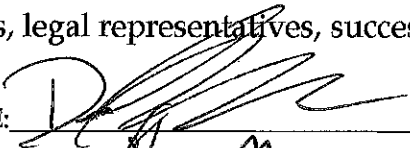
4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Council in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.

5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Council in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water and/or sewer system.

6. This agreement, including the Irrevocable Consent to Annexation contained herein, and the Voluntary Petition for Annexation shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties agree that venue shall be proper only in the Circuit Court of Newton County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

7. This agreement, the Irrevocable Consent to Annexation, and the Voluntary Petition for Annexation contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

8. This agreement, the Irrevocable Consent to Annexation contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.

OWNER SIGNATURE: 

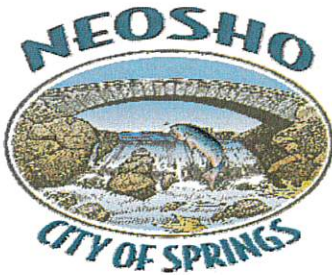
DATE: Sept/4/2024

CO-OWNER SIGNATURE: 

DATE: Sept/4/2024

OWNER NAME (print): Daniel Moser

CO-OWNER NAME (print): Shyanne Moser



Planning and Zoning Department

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

AFFIDAVIT FOR A CORPORATION

Daniel Moser

President

Moser Endeavors LLC

Corporation

STATE OF MISSOURI)

) ss.

COUNTY OF NEWTON)

On this 4 day of SEPTEMBER, 2024, before me personally appeared DANIEL MOSER, to me personally known, who being duly sworn, did declare that he/she is President of Moser Endeavors LLC, that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Newton Neosho MO, the day and year first above written.



[Signature]
Notary Public

My commission expires:



Recording Date/Time: 03/04/2022 at 02:14:44 PM

Book: 371 Page: 1784

Instr #: 202201808

Type: TRD

Pages: 3

Fee: \$30.00 S 20220001476



Jennifer A. Childers
Recorder of Deeds

30⁰⁰

CHK# 123363 69⁰⁰

RETURN

Trustee's Deed

THIS DEED, Made and entered into this 4th day of MARCH, 2022, by and between Gary Cohu, Trustee of the Gary Cohu Revocable Trust dated April 15, 2002 party or parties of the first part, of Newton County, State of Missouri, **Grantor(s)** and Moser Endeavors, LLC party or parties of the second part, of Newton County, State of Missouri, **Grantee(s)**.

Grantee's mailing address is 17752 ELDER RD., RICHMOND, MO. 64840

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:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet to the point of beginning; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 191.13 feet; thence South 0 degrees 00 minutes 55 seconds West 162.45 feet; thence South 89 degrees 37 minutes 50 seconds West 191.70 feet to the point of beginning; Subject to an ingress-egress and utility easement over and across a portion of the South 25 feet thereof; together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination.

Tract 2:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 191.70 feet to the point of beginning; thence North 0 degrees 00 minutes 55 seconds East 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 191.13 feet; thence South 0 degrees 00 minutes 35 seconds East 162.45 feet; thence South 89 degrees 37 minutes 50 seconds West 191.70 feet to the point of beginning; Subject to an ingress-egress and utility easement over and across the South 25 feet thereof; together with non-exclusive rights of ingress and egress over

and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination.

Tract 3:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 383.40 feet to the point of beginning; thence North 0 degrees 11 minutes 35 seconds West 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 185.0 feet to the Southeast corner of a tract described in Deed Book 346 at Page 9739; thence South 0 degrees 11 minutes 35 seconds East 162.45 feet; thence South 89 degrees 37 minutes 50 seconds West 185.0 feet to the point of beginning; Subject to an Ingress-egress and utility easement over and across the South 25 feet thereof; together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination

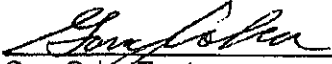
Tract 4:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 568.40 feet to the point of beginning; thence North 0 degrees 11 minutes 35 seconds West 162.45 feet to the Southeast corner of a tract described in Deed Book 346 at Page 9739; thence North 0 degrees 06 minutes 40 seconds West 163.3 feet; thence North 89 degrees 48 minutes 10 seconds East 216.44 feet to the Northwest corner of a tract described in Deed Book 344 at Page 7924; thence South 0 degrees 09 minutes 25 seconds East 325.10 feet to the Southwest corner of said tract; thence South 89 degrees 37 minutes 50 seconds West 216.47 feet to the point of beginning; Subject to an ingress-egress and utility easement over and across the South and North 25 feet thereof; together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination; Also together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1482.42 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1311.30 feet to the point of termination.

The following restrictions shall run with the land: There shall be no commercial poultry operations, no commercial hog operations, no commercial dog operations. Said property shall not be used as a junkyard or as a mobile home park.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2022 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.



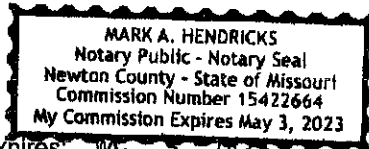
Gary Cohu, Trustee

State of Missouri)
) ss.
County of Newton)

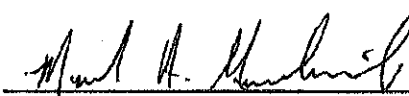
On this 4th day of March, 2022 before me, the undersigned, a Notary Public in and for said County, personally appeared Gary Cohu, known to me to be the person who executed the within instrument as Trustee in behalf of the Gary Cohu Revocable Trust dated April 15, 2002, and acknowledged to me that he executed the same for the purposes therein stated.

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

(Seal)



My Term Expires: May 3, 2023



Notary Public



Planning and Zoning Department

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

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Moser Endeavors LLC

STREET ADDRESS OWNER(s): 17752 Elder Rd

CITY, STATE, ZIP CODE: Diamond Mo 64840

MAILING ADDRESS: 17752 Elder Rd Diamond Mo 64840

PHONE: 417529 7804

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: Daniel Moser
Address same as above.

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: N/A

ARE ANY RESIDENCES LOCATED ON PROPERTY: NO

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR

BUSINESS(ES) ON PROPERTY: _____

REQUESTED ZONING: C3

ELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER: N/A

TELEPHONE PROVIDER (LANDLINE): N/A

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of \$100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER HAS GRANTED AUTHORITY TO THE CITY OF NEOSHO FOR FILING PURSUANT TO AN IRREVOCABLE CONSENT AGREEMENT DATED _____, 20____

OWNER SIGNATURE: [Signature] DATE: 9/4/2024

OWNER NAME (print): Daniel Moser

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use Only

Application Accepted. By: _____

Date: _____

Time: _____

☐ Parcel Map Received

☐ Application Fee Received ☐

Deed Received

☐ Publication Fee Received



Planning and Zoning Department

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

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this 4 day of Sept, 2024.

OWNER SIGNATURE: *Daniel Maser* DATE: 9/4/2024

OWNER NAME (print): Daniel Maser

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use Only

Received By: _____

Date: _____

Time: _____



Planning and Zoning Department

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

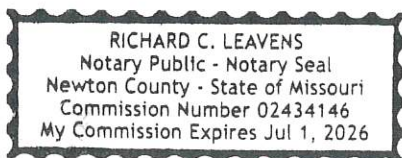
AFFIDAVIT FOR A CORPORATION

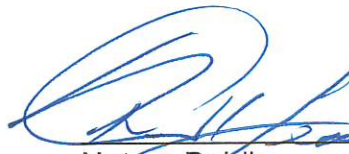

Daniel Moser
President
Moser Endeavors LLC
Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 4 day of SEPTEMBER, 2021, before me personally appeared DANIEL MOSER, to me personally known, who being duly sworn, did declare that he/she is President of MOSEZ ENDEAVORS, LLC, that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in NEOSHO, NEWTON CO. MISSOURI, the day and year first above written.




Notary Public

My commission expires:



Recording Date/Time: 03/04/2022 at 02:14:44 PM

Book: 371 Page: 1784

Instr #: 202201808

Type: TRD

Pages: 3

Fee: \$30.00 S 20220001476



Jennifer A. Childers
Recorder of Deeds

30⁰⁰

CHK # 123363 69⁰⁰

RETURN

Trustee's Deed

THIS DEED, Made and entered into this 4th day of MARCH, 2022, by and between Gary Cohu, Trustee of the Gary Cohu Revocable Trust dated April 15, 2002 party or parties of the first part, of Newton County, State of Missouri, **Grantor(s)** and Moser Endeavors, LLC party or parties of the second part, of Newton County, State of Missouri, **Grantee(s)**.

Grantee's mailing address is 17752 EIDER RD., RICHMOND, MO. 64840

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:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet to the point of beginning; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 191.13 feet; thence South 0 degrees 00 minutes 55 seconds West 162.45 feet; thence South 89 degrees 37 minutes 50 seconds West 191.70 feet to the point of beginning; Subject to an ingress-egress and utility easement over and across a portion of the South 25 feet thereof; together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination.

Tract 2:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 191.70 feet to the point of beginning; thence North 0 degrees 00 minutes 55 seconds East 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 191.13 feet; thence South 0 degrees 00 minutes 35 seconds East 162.45 feet; thence South 89 degrees 37 minutes 50 seconds West 191.70 feet to the point of beginning; Subject to an ingress-egress and utility easement over and across the South 25 feet thereof; together with non-exclusive rights of ingress and egress over

and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination.

Tract 3:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 383.40 feet to the point of beginning; thence North 0 degrees 11 minutes 35 seconds West 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 185.0 feet to the Southeast corner of a tract described in Deed Book 346 at Page 9739; thence South 0 degrees 11 minutes 35 seconds East 162.45 feet; thence South 89 degrees 37 minutes 50 seconds West 185.0 feet to the point of beginning; Subject to an Ingress-egress and utility easement over and across the South 25 feet thereof; together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination

Tract 4:

Part of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at a point on the East line of said Section 17, said point lying 994.22 feet North of the Southeast corner of Section 17; thence South 89 degrees 37 minutes 50 seconds West 1341.43 feet to the West line of the East Half of the Southeast Quarter of Section 17; thence North 0 degrees 14 minutes 43 seconds East (M. North 0 degrees 13 minutes East) 162.45 feet; thence North 89 degrees 37 minutes 50 seconds East 568.40 feet to the point of beginning; thence North 0 degrees 11 minutes 35 seconds West 162.45 feet to the Southeast corner of a tract described in Deed Book 346 at Page 9739; thence North 0 degrees 06 minutes 40 seconds West 163.3 feet; thence North 89 degrees 48 minutes 10 seconds East 216.44 feet to the Northwest corner of a tract described in Deed Book 344 at Page 7924; thence South 0 degrees 09 minutes 25 seconds East 325.10 feet to the Southwest corner of said tract; thence South 89 degrees 37 minutes 50 seconds West 216.47 feet to the point of beginning; Subject to an ingress-egress and utility easement over and across the South and North 25 feet thereof; together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1156.67 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1314.73 feet to the point of termination; Also together with non-exclusive rights of ingress and egress over and across a 50 foot strip of land being 25 feet on each side of the following described centerline, beginning at a point on the East line of said Section 17, lying 1482.42 feet North of the Southeast corner thereof; thence South 89 degrees 37 minutes 50 seconds West 1311.30 feet to the point of termination.

The following restrictions shall run with the land: There shall be no commercial poultry operations, no commercial hog operations, no commercial dog operations. Said property shall not be used as a junkyard or as a mobile home park.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2022 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.



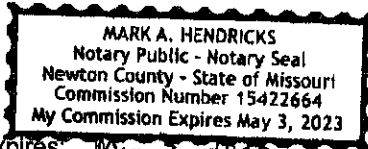
Gary Cohu, Trustee

State of Missouri)
) ss.
County of Newton)

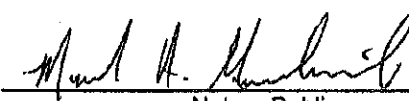
On this 4th day of March, 2022 before me, the undersigned, a Notary Public in and for said County, personally appeared Gary Cohu, known to me to be the person who executed the within instrument as Trustee in behalf of the Gary Cohu Revocable Trust dated April 15, 2002, and acknowledged to me that he executed the same for the purposes therein stated.

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

(Seal)



My Term Expires: May 3, 2023



Notary Public

Neosho, MO



Legend

Neosho Streets

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

Corporate Limit Line

1: 5,700



950.1 0 475.03 950.1 Feet

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

Notes

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: Fall Festival Update

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: October 1, 2024

ITEM: 215.195 Fireworks Discussion

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT: None

PURPOSE:

The purpose of this item is to gain the Council's input and approval of changes in the dates and times approved for discharging fireworks in the city limits.

BACKGROUND:

The current ordinance allows for the discharging of fireworks from July 1 through July 10 from 7:00am to 11:00pm and on July 4 from 7:00am to 12:00 midnight. Recommendations have been presented to the Council and staff feels more discussion is needed prior to being able to draft an ordinance.

RECOMMENDATION:

The staff is looking for direction from the City Council.

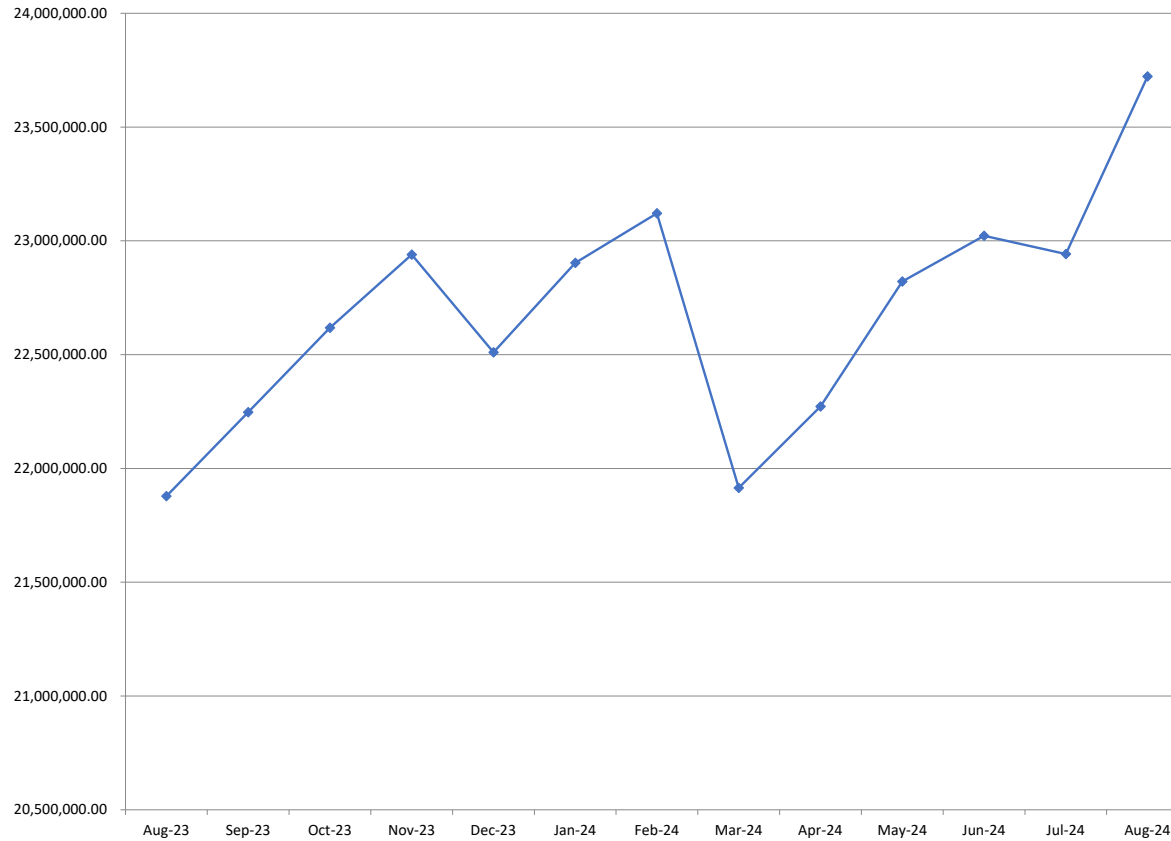
CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
August 31, 2024

Description of Account			Availability	Account Type at Bank	TOTAL	General Fund	Fire	Drainage	Senior Center	Parks	Auditorium	Economic Development	Streets	Street Bridge	Golf	Water/Wastewater	
General Operations	Commerce	Use as needed - Operating & C	Checking - Interest Bearing		16,451,775.32	7,087,298.24	661,311.04	1,435,017.30	266,786.48	541,742.95	1,008,935.54	1,024,457.34	2,182,480.59	1,016,876.92	67,111.97	1,153,452.41	
Public Safety					1,709,525.71	1,709,525.71											
Restricted					619,056.32	522,012.24									97,044.08		
Reward Donations					-	-											
I.O.O.F. Cemetery					(322,630.37)	(322,630.37)											
Cleaning Deposits					2,362.98	2,362.98											
Water Meter Deposits					68,051.54											68,051.54	
Cash in Bank - PD	Commerce	Not Available for use - unless	Checking - Interest Bearing		8,028.51	8,028.51											
Shop With A Cop					1,361.18												
D.A.R.E Program					-												
Hotel/Motel Tax					320,368.73												
Replacement reserves					1,127,579.75											1,127,579.75	
Meter Replacement Reserv					482,124.03											482,124.03	
W/WW Replacement Reserves					3,197,585.96											3,197,585.96	
Sewer District 17 - Debt & Mtce					-											-	
City Held Debt Service Reserves					1,736.70												
FEMA DR					55,601.24												
Total cash balances					Total cash on hand	23,722,527.60	9,006,597.31	661,311.04	1,435,017.30	266,786.48	541,742.95	1,008,935.54	1,024,457.34	2,182,480.59	1,016,876.92	164,156.05	6,028,793.69
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												(45,840.51)	-	(2,500.00)	54,645.05		
City Held Debt Service Reserves									-					1,736.70			
D.A.R.E Program																	
Shop With A Cop						1,361.18											
Police Grants																	
Hotel/Motel Tax								320,368.73									
FEMA DR4250						25,573.84											
FEMA DR4317						30,027.40											
						55,601.24	1,361.18	-	320,368.73	-	-	(45,840.51)	-	(763.30)	54,645.05		
Negative Funds					Negative Funds	Negative Funds	Negative Funds	(45,840.51)									
Net General Fund					Net General Fund	Net General Fund	Net General Fund	\$ 8,960,756.80									

*Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconciliations.

	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
Total Cash	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	22,272,375.83	22,821,452.56	23,022,642.95	22,941,949.37	23,722,527.60
Days Cash on hand	326.30	331.79	337.34	342.13	335.72	341.59	344.83	326.84	332.18	340.37	343.37	342.16	353.80

Total Cash



General Ledger

Budget Status

User: lforest
Printed: 9/25/2024 - 8:09 PM
Period: 11, 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	18,337.00	1,663.00	0.00	1,663.00	8.32
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	937,211.00	85,230.00	0.00	85,230.00	8.34
100-000-3305-144		Trns from Public Safety Fund	20,047.00	1,671.00	18,381.00	1,666.00	0.00	1,666.00	8.31
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	2,629.00	231.00	0.00	231.00	8.08
100-000-3316-000		Transfer fm Street >Land	5,660.00	471.67	5,188.37	471.63	0.00	471.63	8.33
100-000-3325-115		Transfer fm Police Dept	50,000.00	4,166.67	45,833.34	4,166.66	0.00	4,166.66	8.33
100-000-3355-000		Transfer to Gen Celebrate	19,500.00	0.00	19,500.00	0.00	0.00	0.00	0.00
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	93,416.34	1,060,079.71	93,428.29	0.00	93,428.29	8.10
		Revenue Sub Totals:	1,153,508.00	93,416.34	1,060,079.71	93,428.29	0.00	93,428.29	8.10
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	690,943.00	62,805.00	0.00	62,805.00	8.33
100-000-3205-110		Trns to General	20,000.00	1,667.00	18,337.00	1,663.00	0.00	1,663.00	8.32
100-000-3205-120		Trns to Police Department	1,022,411.00	85,201.00	937,211.00	85,200.00	0.00	85,200.00	8.33
100-000-3205-144		Trns to Emergency Mgmt	20,047.00	1,671.00	18,381.00	1,666.00	0.00	1,666.00	8.31
100-000-3206-000		Transfer to ARPA	307,307.00	0.00	62,222.67	245,084.33	0.00	245,084.33	79.75
100-000-3206-170		Transfer to Drainage	1,129,114.00	0.00	1,129,114.00	0.00	0.00	0.00	0.00
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	4,166.67	45,833.34	4,166.66	0.00	4,166.66	8.33
100-000-3230-000		Transfer to Fire fm General	714,751.00	59,563.00	655,193.00	59,558.00	0.00	59,558.00	8.33
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	45,837.00	4,163.00	0.00	4,163.00	8.33
100-000-3285-111	Trns to Capital Impr/Purch	52,233.00	0.00	52,331.42	-98.42	0.00	-98.42	0.00
100-000-3285-112	Trns to Capital Improvement	209,630.00	0.00	197,630.00	12,000.00	0.00	12,000.00	5.72
100-000-3285-115	Trns to Capital Impr/Purch	15,359.00	3,880.87	15,058.38	300.62	0.00	300.62	1.96
100-000-3285-118	Trns to Capital Improvement	68,000.00	0.00	42,166.78	25,833.22	0.00	25,833.22	37.99
100-000-3285-120	Trns to Capital Improvement	355,000.00	146,107.00	405,826.57	-50,826.57	0.00	-50,826.57	0.00
100-000-3285-160	Trns to Capital Improvement	727,538.00	0.00	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	15,837.88	57,238.18	33,868.82	0.00	33,868.82	37.17
100-000-3285-680	Transfer to CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	5,708,555.00	385,074.42	4,855,036.43	853,518.57	0.00	853,518.57	14.95
	Expense Sub Totals:	5,708,555.00	385,074.42	4,855,036.43	853,518.57	0.00	853,518.57	14.95
	Dept 000 Sub Totals:	4,555,047.00	291,658.08	3,794,956.72	760,090.28	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	555,000.00	1,781.42	557,721.02	-2,721.02	0.00	-2,721.02	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	276,751.20	3,118,556.20	-26,107.20	0.00	-26,107.20	0.00
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	4,011.20	40,635.68	13,564.32	0.00	13,564.32	25.03
100-110-4130-110	Franchises	775,000.00	64,252.37	737,340.48	37,659.52	0.00	37,659.52	4.86
	R01 Sub Totals:	4,676,949.00	346,796.19	4,551,006.48	125,942.52	0.00	125,942.52	2.69
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	54,794.00	21,133.50	57,799.44	-3,005.44	0.00	-3,005.44	0.00
	R02 Sub Totals:	54,794.00	21,133.50	57,799.44	-3,005.44	0.00	-3,005.44	0.00
R03	INTER-GOVERNMENTAL							
100-110-4200-110	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	162,500.00	24,418.81	232,065.29	-69,565.29	0.00	-69,565.29	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:	162,500.00	24,418.81	232,065.29	-69,565.29	0.00	-69,565.29	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	30.00	238,236.07	-30.07	0.00	-30.07	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	238,206.00	30.00	238,236.07	-30.07	0.00	-30.07	0.00
	Revenue Sub Totals:	5,132,449.00	392,378.50	5,079,107.28	53,341.72	0.00	53,341.72	1.04
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	267,428.00	20,571.37	239,566.66	27,861.34	0.00	27,861.34	10.42
100-110-5020-110	General Admin Overtime	2,000.00	0.00	1,278.14	721.86	0.00	721.86	36.09
100-110-5040-110	Acting City Mgr Per Diem	4,500.00	0.00	300.00	4,200.00	0.00	4,200.00	93.33
100-110-5070-110	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5170-110	General Admin Social Security	20,956.00	1,421.89	16,930.93	4,025.07	0.00	4,025.07	19.21
100-110-5180-110	General Admin Retirement	13,697.00	1,028.49	11,010.67	2,686.33	0.00	2,686.33	19.61
100-110-5190-110	General Admin Health Insurance	39,199.00	3,270.18	32,794.62	6,404.38	0.00	6,404.38	16.34
100-110-5210-110	General Admin Workers Comp.	11,999.00	0.00	11,074.98	924.02	0.00	924.02	7.70
100-110-5360-110	General Admin Memb/Train/Trvl	2,905.00	295.71	1,504.56	1,400.44	0.00	1,400.44	48.21
100-110-5380-110	Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	362,684.00	26,587.64	314,460.56	48,223.44	0.00	48,223.44	13.30
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	115,712.00	5,744.62	57,734.39	57,977.61	1,500.00	56,477.61	48.81
100-110-5290-110	County Collector Fees	19,000.00	71.26	19,523.64	-523.64	0.00	-523.64	0.00
100-110-5300-110	General Admin Ins. & Bonds	16,347.00	0.00	15,002.32	1,344.68	0.00	1,344.68	8.23
100-110-5330-110	General Admin Equipment Maint.	7,575.00	4.59	246.35	7,328.65	0.00	7,328.65	96.75
100-110-5450-110	General Admin Claims & Judgmnt	350,516.00	0.00	54.84	350,461.16	0.00	350,461.16	99.98
100-110-5530-110	General Admin Fuels/Lubricants	525.00	112.43	902.20	-377.20	0.00	-377.20	0.00
100-110-5590-110	General Admin Gen. Supplies	15,340.00	873.71	12,684.98	2,655.02	0.00	2,655.02	17.31
100-110-5700-110	General Admin Comp., Software	1,873.00	0.00	1,108.60	764.40	0.00	764.40	40.81
	E20 Sub Totals:	526,888.00	6,806.61	107,257.32	419,630.68	1,500.00	418,130.68	79.36
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	33,394.25	421,717.88	470,054.12	1,500.00	468,554.12	52.54
	Dept 110 Sub Totals:	-4,240,677.00	-358,984.25	-4,657,389.40	416,712.40	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	49,776.25	4,610.75	0.00	4,610.75	8.48
100-111-5030-111	Clerk Part Time	2,100.00	140.00	1,535.00	565.00	0.00	565.00	26.90
100-111-5170-111	Clerk Social Security	4,322.00	304.06	3,592.22	729.78	0.00	729.78	16.89
100-111-5180-111	Clerk Retirement	2,720.00	208.02	2,488.86	231.14	0.00	231.14	8.50
100-111-5190-111	Clerk Health Insurance	6,043.00	564.63	6,325.85	-282.85	0.00	-282.85	0.00
100-111-5210-111	Clerk Workers Compensation	2,475.00	0.00	2,743.69	-268.69	0.00	-268.69	0.00
100-111-5360-111	Clerk Member/Train/Trvl	10,535.00	355.00	6,764.74	3,770.26	0.00	3,770.26	35.79
	E10 Sub Totals:	82,582.00	5,732.05	73,226.61	9,355.39	0.00	9,355.39	11.33
E20	OPERATING COSTS							
100-111-5260-111	Clerk Professional Services	17,360.00	316.82	14,843.35	2,516.65	0.00	2,516.65	14.50
100-111-5300-111	Clerk Insurance & Bonds	680.00	0.00	680.00	0.00	0.00	0.00	0.00
100-111-5430-111	Clerk Elections	10,000.00	0.00	6,709.28	3,290.72	0.00	3,290.72	32.91
100-111-5590-111	Clerk General Supplies	966.00	0.00	394.11	571.89	0.00	571.89	59.20
100-111-5700-111	Clerk Comp., Software	819.00	0.00	617.86	201.14	0.00	201.14	24.56
	E20 Sub Totals:	29,825.00	316.82	23,244.60	6,580.40	0.00	6,580.40	22.06
	Expense Sub Totals:	112,407.00	6,048.87	96,471.21	15,935.79	0.00	15,935.79	14.18
	Dept 111 Sub Totals:	112,407.00	6,048.87	96,471.21	15,935.79	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	5,660.00	12,740.00	-4,740.00	0.00	-4,740.00	0.00
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	5,660.00	12,740.00	-4,740.00	0.00	-4,740.00	0.00
R08	SALES REVENUE							
100-113-4480-755	Celebrate Neosho Shirt Sales	0.00	0.00	105.00	-105.00	0.00	-105.00	0.00
	R08 Sub Totals:	0.00	0.00	105.00	-105.00	0.00	-105.00	0.00
R87	DONATIONS							
100-113-4990-755	Celebrate Neosho Sponsors	10,322.00	0.00	9,822.00	500.00	0.00	500.00	4.84
100-113-4990-756	Fall Festival Sponsorships	8,000.00	0.00	9,300.00	-1,300.00	0.00	-1,300.00	0.00
	R87 Sub Totals:	18,322.00	0.00	19,122.00	-800.00	0.00	-800.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	26,322.00	5,660.00	31,967.00	-5,645.00	0.00	-5,645.00	0.00
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	27,500.00	238.00	28,936.90	-1,436.90	0.00	-1,436.90	0.00
100-113-6530-756	Fall Festival Expenses	29,000.00	383.81	12,599.21	16,400.79	0.00	16,400.79	56.55
	E20 Sub Totals:	56,500.00	621.81	41,536.11	14,963.89	0.00	14,963.89	26.48
	Expense Sub Totals:	56,500.00	621.81	41,536.11	14,963.89	0.00	14,963.89	26.48
	Dept 113 Sub Totals:	30,178.00	-5,038.19	9,569.11	20,608.89	0.00		
Dept 100-115								
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	102,152.00	16,466.78	123,434.15	-21,282.15	0.00	-21,282.15	0.00
100-115-4770-115	Planning & Zoning Fees	1,735.00	50.00	3,193.40	-1,458.40	0.00	-1,458.40	0.00
	R02 Sub Totals:	103,887.00	16,516.78	126,627.55	-22,740.55	0.00	-22,740.55	0.00
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG Grant Revenue	50,132.00	0.00	22,573.04	27,558.96	0.00	27,558.96	54.97
	R03 Sub Totals:	50,132.00	0.00	22,573.04	27,558.96	0.00	27,558.96	54.97
R04	CHARGES FOR SERVICES							
100-115-4791-115	Code Enforcement Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
100-115-4760-115	Development Insurance Proceeds	0.00	0.00	20,000.00	-20,000.00	0.00	-20,000.00	0.00
100-115-4820-115	Sale of Dev. Service Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	20,000.00	-20,000.00	0.00	-20,000.00	0.00
R07	OTHER INCOME							
100-115-4800-115	Code Enforcement Miscellaneous	4,500.00	0.00	4,500.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	4,500.00	0.00	4,500.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	158,519.00	16,516.78	173,700.59	-15,181.59	0.00	-15,181.59	0.00
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	184,126.00	14,163.10	139,726.15	44,399.85	0.00	44,399.85	24.11
100-115-5020-115	Bldg/Inspection Overtime	1,750.00	0.00	2,054.69	-304.69	0.00	-304.69	0.00
100-115-5070-115	Availability Allowance	1,440.00	60.00	660.00	780.00	0.00	780.00	54.17
100-115-5170-115	Bldg/Inspection Social Sec.	14,220.00	1,076.90	10,790.73	3,429.27	0.00	3,429.27	24.12
100-115-5180-115	Bldg/Inspection Retirement	9,294.00	711.16	7,282.87	2,011.13	0.00	2,011.13	21.64

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-115-5190-115	Bldg/Inspection Health Ins.	30,211.00	2,382.88	22,041.64	8,169.36	0.00	8,169.36	27.04
100-115-5210-115	Bldg/Inspection Workers Comp.	8,142.00	0.00	6,510.08	1,631.92	0.00	1,631.92	20.04
100-115-5360-115	Bldg/Inspection Mem/Train/Trvl	5,000.00	0.00	108.00	4,892.00	0.00	4,892.00	97.84
100-115-5380-115	Bldg/Inspection Uniforms	735.00	0.00	946.63	-211.63	0.00	-211.63	0.00
	E10 Sub Totals:	254,918.00	18,394.04	190,120.79	64,797.21	0.00	64,797.21	25.42
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	132,980.00	2,637.62	46,421.51	86,558.49	0.00	86,558.49	65.09
100-115-5270-115	Credit Card Fees	1,000.00	0.00	270.12	729.88	0.00	729.88	72.99
100-115-5300-115	Bldg/Inspection Ins. & Bonds	199.00	0.00	187.26	11.74	0.00	11.74	5.90
100-115-5330-115	Bldg/Inspection Equip Maint.	1,575.00	0.00	1,108.05	466.95	0.00	466.95	29.65
100-115-5530-115	Bldg/Inspection Fuels	3,675.00	186.49	1,242.00	2,433.00	0.00	2,433.00	66.20
100-115-5590-115	Bldg/Inspection Gen. Supplies	7,350.00	41.24	4,934.62	2,415.38	0.00	2,415.38	32.86
100-115-5700-115	Development Computer/Software	2,054.00	0.00	1,257.18	796.82	0.00	796.82	38.79
100-115-6350-115	Bldg/Inspection Phones	0.00	0.00	527.86	-527.86	0.00	-527.86	0.00
	E20 Sub Totals:	148,833.00	2,865.35	55,948.60	92,884.40	0.00	92,884.40	62.41
	Expense Sub Totals:	403,751.00	21,259.39	246,069.39	157,681.61	0.00	157,681.61	39.05
	Dept 115 Sub Totals:	245,232.00	4,742.61	72,368.80	172,863.20	0.00		
Dept 100-118								
R03	INTER-GOVERNMENTAL							
100-118-4200-118	Region M Grant	71,491.00	0.00	60,949.51	10,541.49	0.00	10,541.49	14.75
	R03 Sub Totals:	71,491.00	0.00	60,949.51	10,541.49	0.00	10,541.49	14.75
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	6,234.32	91,137.43	-65,483.43	0.00	-65,483.43	0.00
	R08 Sub Totals:	25,654.00	6,234.32	91,137.43	-65,483.43	0.00	-65,483.43	0.00
	Revenue Sub Totals:	97,145.00	6,234.32	152,086.94	-54,941.94	0.00	-54,941.94	0.00
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	97,114.00	7,332.14	87,478.14	9,635.86	0.00	9,635.86	9.92

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-118-5020-118	Recycle Center Overtime	1,500.00	138.13	205.12	1,294.88	0.00	1,294.88	86.33
100-118-5030-118	Recycle Center Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5170-118	Recycle Center Social Sec.	7,544.00	569.62	6,687.22	856.78	0.00	856.78	11.36
100-118-5180-118	Recycle Center Retirement	4,931.00	373.50	4,384.08	546.92	0.00	546.92	11.09
100-118-5190-118	Recycle Center Health Ins.	22,659.00	1,787.16	19,956.62	2,702.38	0.00	2,702.38	11.93
100-118-5210-118	Recycle Center Workers Comp	4,320.00	0.00	4,067.42	252.58	0.00	252.58	5.85
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	301.99	1,231.36	568.64	0.00	568.64	31.59
	E10 Sub Totals:	139,868.00	10,502.54	124,009.96	15,858.04	0.00	15,858.04	11.34
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	175.62	2,307.94	-1,023.94	0.00	-1,023.94	0.00
100-118-5265-118	Shipping/Disposal	5,250.00	21.85	5,809.28	-559.28	0.00	-559.28	0.00
100-118-5300-118	Recycle Center Ins. & Bonds	2,176.00	0.00	2,050.04	125.96	0.00	125.96	5.79
100-118-5320-118	Recycle Center Facility Maint.	2,550.00	423.97	626.05	1,923.95	0.00	1,923.95	75.45
100-118-5330-118	Recycle Center Equipment Maint	2,100.00	0.00	1,813.60	286.40	0.00	286.40	13.64
100-118-5530-118	Recycle Center Fuels	1,890.00	332.54	2,002.27	-112.27	0.00	-112.27	0.00
100-118-5590-118	Recycle Center Gen. Supplies	1,575.00	310.73	1,098.41	476.59	0.00	476.59	30.26
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	229.54	2,029.56	-155.56	0.00	-155.56	0.00
100-118-6310-118	Recycle Center Heating Fuels	2,077.00	50.74	1,427.01	649.99	0.00	649.99	31.29
100-118-6350-118	Recycle Center Phones	5,154.00	27.44	3,501.38	1,652.62	0.00	1,652.62	32.06
	E20 Sub Totals:	25,930.00	1,572.43	22,665.54	3,264.46	0.00	3,264.46	12.59
	Expense Sub Totals:	165,798.00	12,074.97	146,675.50	19,122.50	0.00	19,122.50	11.53
	Dept 118 Sub Totals:	68,653.00	5,840.65	-5,411.44	74,064.44	0.00		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	100,000.00	32,427.79	121,517.39	-21,517.39	0.00	-21,517.39	0.00
	R01 Sub Totals:	100,000.00	32,427.79	121,517.39	-21,517.39	0.00	-21,517.39	0.00
R02	LICENSES AND PERMITS							
100-120-4080-122	Animal Licenses	500.00	20.00	481.00	19.00	0.00	19.00	3.80
	R02 Sub Totals:	500.00	20.00	481.00	19.00	0.00	19.00	3.80
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R03 Sub Totals:	4,310.00	0.00	0.00	4,310.00	0.00	4,310.00	100.00
R04	CHARGES FOR SERVICES							
100-120-4840-120	Security Detail Reimburse	4,000.00	0.00	525.00	3,475.00	0.00	3,475.00	86.88
	R04 Sub Totals:	4,000.00	0.00	525.00	3,475.00	0.00	3,475.00	86.88
R05	FINES AND FORFEITURES							
100-120-4600-120	Court Fines	250,000.00	6,384.62	198,102.96	51,897.04	0.00	51,897.04	20.76
100-120-4610-120	Police Training Fees	2,000.00	492.00	3,784.00	-1,784.00	0.00	-1,784.00	0.00
100-120-4620-120	C. Victim's Compensation	400.00	90.68	699.30	-299.30	0.00	-299.30	0.00
100-120-4630-120	Recoupment Jail Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4640-120	Recoupment Arrest Fees	3,500.00	855.50	4,346.15	-846.15	0.00	-846.15	0.00
	R05 Sub Totals:	255,900.00	7,822.80	206,932.41	48,967.59	0.00	48,967.59	19.14
R06	REVENUE FROM USE OF ASSET							
100-120-4760-120	Insurance Proceeds	1,094.00	0.00	1,094.30	-0.30	0.00	-0.30	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:	1,094.00	0.00	1,094.30	-0.30	0.00	-0.30	0.00
R07	OTHER INCOME							
100-120-4800-120	Law Enforcement Miscellaneous	2,160.00	21.50	2,615.22	-455.22	0.00	-455.22	0.00
	R07 Sub Totals:	2,160.00	21.50	2,615.22	-455.22	0.00	-455.22	0.00
R87	DONATIONS							
100-120-4990-120	Police Donations	0.00	200.00	301.85	-301.85	0.00	-301.85	0.00
100-120-4992-120	Donated Rewards	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	200.00	301.85	-301.85	0.00	-301.85	0.00
	Revenue Sub Totals:	367,964.00	40,492.09	333,467.17	34,496.83	0.00	34,496.83	9.38
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,288,823.00	91,811.49	1,135,926.60	152,896.40	0.00	152,896.40	11.86
100-120-5020-120	Police Dept Overtime	93,000.00	3,835.69	72,558.69	20,441.31	0.00	20,441.31	21.98
100-120-5030-120	Police Dept Part Time	10,224.00	497.63	10,774.15	-550.15	0.00	-550.15	0.00
100-120-5070-120	Availability Allowance	2,520.00	180.00	1,882.50	637.50	0.00	637.50	25.30
100-120-5170-120	Police Dept Social Security	106,492.00	6,978.23	88,606.63	17,885.37	0.00	17,885.37	16.80
100-120-5180-120	Police Dept Retirement	105,019.00	6,642.01	78,602.17	26,416.83	0.00	26,416.83	25.15
100-120-5190-120	Police Dept Health Insurance	188,817.00	13,506.92	165,109.90	23,707.10	0.00	23,707.10	12.56
100-120-5210-120	Police Dept Workers Comp.	60,972.00	0.00	62,613.27	-1,641.27	0.00	-1,641.27	0.00
100-120-5360-120	Police Dept Member/Train/Trvl	21,355.00	1,095.00	14,615.79	6,739.21	0.00	6,739.21	31.56
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	759.87	9,639.69	10,310.31	0.00	10,310.31	51.68

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E10 Sub Totals:	1,914,172.00	125,306.84	1,635,379.39	278,792.61	0.00	278,792.61	14.56
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	562,675.00	4,174.27	54,574.57	508,100.43	0.00	508,100.43	90.30
100-120-5300-120	Police Dept Insurance & Bonds	13,748.00	0.00	11,663.81	2,084.19	0.00	2,084.19	15.16
100-120-5320-120	Police Dept Facility Maint.	7,350.00	0.00	825.57	6,524.43	0.00	6,524.43	88.77
100-120-5330-120	Police Dept Equipment Maint	31,500.00	6,187.20	29,603.75	1,896.25	0.00	1,896.25	6.02
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	5,220.00	27,395.00	12,605.00	0.00	12,605.00	31.51
100-120-5500-120	Investigation Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-5530-120	Police Dept Fuels/Lubricants	70,000.00	4,451.78	47,686.05	22,313.95	0.00	22,313.95	31.88
100-120-5540-120	Police Dept Chemicals	263.00	0.00	244.75	18.25	0.00	18.25	6.94
100-120-5590-120	Police Dept General Supplies	11,550.00	933.97	8,480.78	3,069.22	0.00	3,069.22	26.57
100-120-5590-122	ACO General Supplies	15,750.00	0.00	5,348.20	10,401.80	0.00	10,401.80	66.04
100-120-5700-120	Police Dept Comp., Software	17,766.00	0.00	4,373.30	13,392.70	0.00	13,392.70	75.38
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	1,022.45	9,663.93	5,349.07	0.00	5,349.07	35.63
100-120-6350-120	Police Dept Phones	15,120.00	431.29	11,518.23	3,601.77	0.00	3,601.77	23.82
100-120-6390-120	Police Dept Minor Equipment	57,098.00	0.00	47,829.44	9,268.56	0.00	9,268.56	16.23
	E20 Sub Totals:	859,833.00	22,420.96	259,207.38	600,625.62	0.00	600,625.62	69.85
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	147,727.80	1,894,586.77	879,418.23	0.00	879,418.23	31.70
	Dept 120 Sub Totals:	2,406,041.00	107,235.71	1,561,119.60	844,921.40	0.00		
Dept 100-125								
R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	2,705.43	20,765.34	-4,765.34	0.00	-4,765.34	0.00
100-125-4611-125	Court Clerk Training Fees	1,400.00	211.65	1,772.76	-372.76	0.00	-372.76	0.00
	R05 Sub Totals:	17,400.00	2,917.08	22,538.10	-5,138.10	0.00	-5,138.10	0.00
	Revenue Sub Totals:	17,400.00	2,917.08	22,538.10	-5,138.10	0.00	-5,138.10	0.00
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	106,746.00	8,194.94	96,808.30	9,937.70	0.00	9,937.70	9.31
100-125-5020-125	Municipal Court Overtime	1,800.00	16.22	1,565.68	234.32	0.00	234.32	13.02
100-125-5170-125	Municipal Court Social Secur.	8,304.00	557.58	6,594.15	1,709.85	0.00	1,709.85	20.59
100-125-5180-125	Municipal Court Retirement	5,428.00	410.56	4,918.71	509.29	0.00	509.29	9.38
100-125-5190-125	Municipal Court Health Ins.	22,659.00	1,889.10	21,187.86	1,471.14	0.00	1,471.14	6.49

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-125-5210-125	Municipal Court Workers Comp.	4,755.00	0.00	4,624.95	130.05	0.00	130.05	2.74
100-125-5360-125	Municipal Court Mem/Train/Trvl	2,500.00	0.00	1,416.50	1,083.50	0.00	1,083.50	43.34
	E10 Sub Totals:	152,192.00	11,068.40	137,116.15	15,075.85	0.00	15,075.85	9.91
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	4,450.00	493.12	5,453.04	-1,003.04	0.00	-1,003.04	0.00
100-125-5261-125	Court Appointed Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-125-5263-125	Domestic Violence Expense	3,600.00	423.25	3,291.00	309.00	0.00	309.00	8.58
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	60.76	2,167.07	562.93	0.00	562.93	20.62
100-125-5700-125	Municipal Court Comp., Softwre	1,454.00	0.00	657.35	796.65	0.00	796.65	54.79
100-125-6350-125	Municipal Court Phones	1,260.00	9.95	1,306.61	-46.61	0.00	-46.61	0.00
	E20 Sub Totals:	14,994.00	987.08	12,875.07	2,118.93	0.00	2,118.93	14.13
	Expense Sub Totals:	167,186.00	12,055.48	149,991.22	17,194.78	0.00	17,194.78	10.28
	Dept 125 Sub Totals:	149,786.00	9,138.40	127,453.12	22,332.88	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	2,519.46	29,643.96	3,110.04	0.00	3,110.04	9.50
100-141-5020-141	IT Overtime	200.00	0.00	674.83	-474.83	0.00	-474.83	0.00
100-141-5070-141	Availability Allowance	360.00	30.00	330.00	30.00	0.00	30.00	8.33
100-141-5170-141	IT Social Security	2,521.00	192.92	2,321.46	199.54	0.00	199.54	7.92
100-141-5180-141	IT Retirement	1,648.00	127.48	1,535.60	112.40	0.00	112.40	6.82
100-141-5190-141	IT Health Insurance	7,553.00	595.72	6,529.99	1,023.01	0.00	1,023.01	13.54
100-141-5210-141	IT Workers Compensation	1,444.00	0.00	1,436.94	7.06	0.00	7.06	0.49
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	42,472.78	5,507.22	0.00	5,507.22	11.48
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	53,058.00	4,871.34	15,252.94	37,805.06	0.00	37,805.06	71.25
100-141-5590-141	IT General Supplies	260.00	0.00	27.48	232.52	0.00	232.52	89.43
100-141-5700-141	IT Computers, Software, Etc.	2,840.00	0.00	810.81	2,029.19	0.00	2,029.19	71.45
	E20 Sub Totals:	56,158.00	4,871.34	16,091.23	40,066.77	0.00	40,066.77	71.35

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	104,138.00	8,336.92	58,564.01	45,573.99	0.00	45,573.99	43.76
Dept 100-143	Dept 141 Sub Totals:	104,138.00	8,336.92	58,564.01	45,573.99	0.00		
E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	3,150.00	256.68	1,945.97	1,204.03	0.00	1,204.03	38.22
100-143-5590-143	Fleet Maint. General Supplies	2,100.00	0.00	226.89	1,873.11	0.00	1,873.11	89.20
100-143-6390-143	Fleet Mtce Minor Equipment	3,150.00	46.75	3,289.83	-139.83	0.00	-139.83	0.00
	E20 Sub Totals:	8,400.00	303.43	5,462.69	2,937.31	0.00	2,937.31	34.97
	Expense Sub Totals:	8,400.00	303.43	5,462.69	2,937.31	0.00	2,937.31	34.97
Dept 100-144	Dept 143 Sub Totals:	8,400.00	303.43	5,462.69	2,937.31	0.00		
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	285.80	2,487.18	738.82	0.00	738.82	22.90
	E20 Sub Totals:	20,047.00	285.80	16,008.18	4,038.82	0.00	4,038.82	20.15
	Expense Sub Totals:	20,047.00	285.80	16,008.18	4,038.82	0.00	4,038.82	20.15
Dept 100-145	Dept 144 Sub Totals:	20,047.00	285.80	16,008.18	4,038.82	0.00		
E10	PERSONNEL							
100-145-5010-145	Human Resources Salaries	62,368.00	4,797.54	54,965.37	7,402.63	0.00	7,402.63	11.87
100-145-5170-145	Human Resources Social Secur.	4,542.00	330.82	3,806.69	735.31	0.00	735.31	16.19
100-145-5180-145	Human Resources Retirement	2,969.00	239.88	2,748.29	220.71	0.00	220.71	7.43
100-145-5190-145	Human Resources Health Ins.	7,553.00	672.18	7,393.98	159.02	0.00	159.02	2.11
100-145-5210-145	Human Resources Workers Comp.	2,601.00	0.00	2,600.48	0.52	0.00	0.52	0.02
100-145-5360-145	Human Resources Mem/Train/Trvl	4,250.00	400.00	2,480.48	1,769.52	0.00	1,769.52	41.64
	E10 Sub Totals:	84,283.00	6,440.42	73,995.29	10,287.71	0.00	10,287.71	12.21
E20	OPERATING COSTS							
100-145-5260-145	Human Resources Prof. Services	3,935.00	442.25	3,841.71	93.29	0.00	93.29	2.37
100-145-5590-145	Human Resources GenSupplies	5,800.00	199.98	2,350.88	3,449.12	0.00	3,449.12	59.47
100-145-5700-145	HR Computer/Software	6,400.00	2,316.29	3,234.15	3,165.85	0.00	3,165.85	49.47
	E20 Sub Totals:	16,135.00	2,958.52	9,426.74	6,708.26	0.00	6,708.26	41.58

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	100,418.00	9,398.94	83,422.03	16,995.97	0.00	16,995.97	16.93
	Dept 145 Sub Totals:	100,418.00	9,398.94	83,422.03	16,995.97	0.00		
Dept 100-160	INTER-GOVERNMENTAL							
R03	Grant Revenue	572,946.00	0.00	484,947.00	87,999.00	0.00	87,999.00	15.36
100-160-4200-160	Grant Revenue -CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-160-4201-160								
	R03 Sub Totals:	572,946.00	0.00	484,947.00	87,999.00	0.00	87,999.00	15.36
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	1,000.00	20,567.04	1,432.96	0.00	1,432.96	6.51
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	8,891.74	808.26	0.00	808.26	8.33
100-160-4500-160	Airport Hangar Rentals	60,120.00	5,375.00	50,459.98	9,660.02	0.00	9,660.02	16.07
100-160-4505-160	Airport Room Rental	0.00	0.00	641.67	-641.67	0.00	-641.67	0.00
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	7,183.34	80,560.43	11,259.57	0.00	11,259.57	12.26
R07	OTHER INCOME							
100-160-4800-160	Miscellaneous Income	0.00	0.00	2.00	-2.00	0.00	-2.00	0.00
	R07 Sub Totals:	0.00	0.00	2.00	-2.00	0.00	-2.00	0.00
R08	SALES REVENUE							
100-160-4540-160	Sale of Jet Fuel	70,000.00	4,209.54	25,678.61	44,321.39	0.00	44,321.39	63.32
100-160-4550-160	Sale of Aviation Gas	85,000.00	11,414.24	74,208.08	10,791.92	0.00	10,791.92	12.70
100-160-4560-160	Sale of Pilot Supplies	500.00	73.81	541.02	-41.02	0.00	-41.02	0.00
	R08 Sub Totals:	155,500.00	15,697.59	100,427.71	55,072.29	0.00	55,072.29	35.42
	Revenue Sub Totals:	820,266.00	22,880.93	665,937.14	154,328.86	0.00	154,328.86	18.81
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	39,772.00	3,059.35	36,684.33	3,087.67	0.00	3,087.67	7.76
100-160-5020-160	Airport Overtime	900.00	108.35	592.96	307.04	0.00	307.04	34.12
100-160-5030-160	Airport Part Time	28,704.00	2,129.01	23,917.71	4,786.29	0.00	4,786.29	16.67
100-160-5070-160	Availability Allowance	360.00	30.00	330.00	30.00	0.00	30.00	8.33
100-160-5170-160	Airport Social Security	5,308.00	407.49	4,706.62	601.38	0.00	601.38	11.33
100-160-5180-160	Airport Retirement	2,034.00	157.33	1,878.88	155.12	0.00	155.12	7.63
100-160-5190-160	Airport Health Insurance	7,553.00	595.72	6,542.25	1,010.75	0.00	1,010.75	13.38
100-160-5210-160	Airport Workers Compensation	3,039.00	0.00	3,037.46	1.54	0.00	1.54	0.05
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	6,487.25	77,800.18	11,222.82	0.00	11,222.82	12.61

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	10,410.00	1,109.72	9,456.54	953.46	0.00	953.46	9.16
100-160-5300-160	Airport Insurance & Bonds	19,467.00	0.00	18,203.09	1,263.91	0.00	1,263.91	6.49
100-160-5320-160	Airport Facility Maintenance	5,250.00	-9,419.45	6,675.37	-1,425.37	0.00	-1,425.37	0.00
100-160-5330-160	Airport Equipment Maintenance	9,410.00	-12,218.22	8,931.85	478.15	0.00	478.15	5.08
100-160-5460-160	Cost of Av Gas Sold	74,550.00	10,103.43	72,956.04	1,593.96	0.00	1,593.96	2.14
100-160-5470-160	Cost of Jet Fuel Sold	60,900.00	2,787.44	23,510.03	37,389.97	0.00	37,389.97	61.40
100-160-5480-160	Cost of Pilot Supplies	735.00	381.62	931.48	-196.48	0.00	-196.48	0.00
100-160-5530-160	Airport Fuels/Lubricants	2,100.00	121.89	1,490.85	609.15	0.00	609.15	29.01
100-160-5590-160	Airport General Supplies	4,200.00	121.02	1,125.13	3,074.87	0.00	3,074.87	73.21
100-160-5700-160	Airport Computer/Software	615.00	0.00	329.98	285.02	0.00	285.02	46.34
100-160-6300-160	Airport Electricity	14,231.00	1,534.02	11,685.63	2,545.37	0.00	2,545.37	17.89
100-160-6350-160	Airport Phones	5,544.00	27.44	3,748.73	1,795.27	0.00	1,795.27	32.38
	E20 Sub Totals:	207,412.00	-5,451.09	159,044.72	48,367.28	0.00	48,367.28	23.32
	Expense Sub Totals:	296,435.00	1,036.16	236,844.90	59,590.10	0.00	59,590.10	20.10
	Dept 160 Sub Totals:	-523,831.00	-21,844.77	-429,092.24	-94,738.76	0.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,546,225.00	130,894.40	1,486,226.89	59,998.11	0.00	59,998.11	3.88
	R01 Sub Totals:	1,546,225.00	130,894.40	1,486,226.89	59,998.11	0.00	59,998.11	3.88
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	1,000.00	5,504.06	52,520.83	-51,520.83	0.00	-51,520.83	0.00
	R06 Sub Totals:	1,000.00	5,504.06	52,520.83	-51,520.83	0.00	-51,520.83	0.00
	Revenue Sub Totals:	1,547,225.00	136,398.46	1,538,747.72	8,477.28	0.00	8,477.28	0.55
	Dept 199 Sub Totals:	-1,547,225.00	-136,398.46	-1,538,747.72	-8,477.28	0.00		
Dept 100-204	I.O.O.F. Cemetery							
R04	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	20,000.00	3,900.00	14,300.00	5,700.00	0.00	5,700.00	28.50
100-204-4524-204	Burial Fees	28,000.00	1,800.00	25,500.00	2,500.00	0.00	2,500.00	8.93
	R04 Sub Totals:	48,000.00	5,700.00	39,800.00	8,200.00	0.00	8,200.00	17.08
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							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-204-4800-204	Cemetery Miscellaneous Revenue	0.00	54.00	866.00	-866.00	0.00	-866.00	0.00
	R07 Sub Totals:	0.00	54.00	866.00	-866.00	0.00	-866.00	0.00
R87	DONATIONS							
100-204-4990-204	Cemetery Donations	3,500.00	0.00	2,825.00	675.00	0.00	675.00	19.29
	R87 Sub Totals:	3,500.00	0.00	2,825.00	675.00	0.00	675.00	19.29
	Revenue Sub Totals:	51,500.00	5,754.00	43,491.00	8,009.00	0.00	8,009.00	15.55
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,000.00	792.44	9,596.17	403.83	0.00	403.83	4.04
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	55.89	670.00	95.00	0.00	95.00	12.42
100-204-5180-204	IOOF Retirement	500.00	39.62	479.77	20.23	0.00	20.23	4.05
100-204-5190-204	IOOF Health Insurance	1,511.00	107.55	1,221.04	289.96	0.00	289.96	19.19
100-204-5210-204	IOOF Workers Compensation	438.00	0.00	438.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	13,214.00	995.50	12,404.98	809.02	0.00	809.02	6.12
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	110,035.00	9,081.00	99,710.20	10,324.80	0.00	10,324.80	9.38
100-204-5262-204	I.O.O.F. Burial Costs	21,000.00	1,300.00	19,480.00	1,520.00	0.00	1,520.00	7.24
100-204-5300-204	Cemetery Insurance & Bonds	1,017.00	0.00	991.92	25.08	0.00	25.08	2.47
100-204-5320-204	Cemetery Facility Maintenance	4,526.00	0.00	-8.64	4,534.64	0.00	4,534.64	100.19
100-204-5325-204	Grounds Maintenance	10,600.00	6.82	515.91	10,084.09	0.00	10,084.09	95.13
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	44.94	260.41	464.59	0.00	464.59	64.08
100-204-6300-204	I.O.O.F. Electricity Costs	571.00	89.12	417.59	153.41	0.00	153.41	26.87
	E20 Sub Totals:	150,144.00	10,521.88	121,367.39	28,776.61	0.00	28,776.61	19.17
	Expense Sub Totals:	163,358.00	11,517.38	133,772.37	29,585.63	0.00	29,585.63	18.11
	Dept 204 Sub Totals:	111,858.00	5,763.38	90,281.37	21,576.63	0.00		
Dept 100-999	City Hall							
E10	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	502.75	5,793.47	9,206.53	750.00	8,456.53	56.38

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-999-6300-112	City Hall Electricity	18,156.01	1,846.03	10,541.82	7,614.19	0.00	7,614.19	41.94
100-999-6310-112	City Hall Heating Fuels	4,699.00	72.03	6,469.94	-1,770.94	0.00	-1,770.94	0.00
100-999-6350-112	City Hall Phones	23,310.00	310.80	16,944.34	6,365.66	0.00	6,365.66	27.31
	E20 Sub Totals:	61,165.01	2,731.61	39,749.57	21,415.44	750.00	20,665.44	33.79
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	2,731.61	45,647.57	23,517.44	750.00	22,767.44	32.92
	Dept 999 Sub Totals:	69,165.01	2,731.61	45,647.57	23,517.44	750.00		
	Fund Revenue Sub Totals:	9,372,298.00	722,648.50	9,101,122.65	271,175.35	0.00	271,175.35	2.89
	Fund Expense Sub Totals:	11,041,935.01	651,867.23	8,431,806.26	2,610,128.75	2,250.00	2,607,878.75	23.62
	Fund 100 Sub Totals:	1,669,637.01	-70,781.27	-669,316.39	2,338,953.40	2,250.00		
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							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
120-128-5590-120		DWI Grant General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 128 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-129		HMV Grant							
R03		INTER-GOVERNMENTAL							
120-129-4230-120		HMV Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10		PERSONNEL							
120-129-5020-120		HMV Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120-129-5360-120		HMV Grant Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		OPERATING COSTS							
E20		HMV Grant General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120-129-5590-120									
		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 129 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
		DOJ Grant							
		INTER-GOVERNMENTAL							
120-131-4220-120		Justice Dept Vest Grant	2,310.00	0.00	2,309.97	0.03	0.00	0.03	0.00
120-131-4250-120		LLEBG Grant Revenue	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
		R03 Sub Totals:	12,310.00	0.00	2,309.97	10,000.03	0.00	10,000.03	81.24
		Revenue Sub Totals:	12,310.00	0.00	2,309.97	10,000.03	0.00	10,000.03	81.24
E10		PERSONNEL							
120-131-5380-120		Police Dept Uniforms-Vests	4,620.00	0.00	4,619.93	0.07	0.00	0.07	0.00
		E10 Sub Totals:	4,620.00	0.00	4,619.93	0.07	0.00	0.07	0.00
		CAPITAL OUTLAY							
E30		LLEBG-Law Enf Safety Prog	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	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	4,619.93	10,000.07	0.00	10,000.07	68.40
	Dept 131 Sub Totals:	2,310.00	0.00	2,309.96	0.04	0.00		
	Fund Revenue Sub Totals:	14,620.00	0.00	2,309.97	12,310.03	0.00	12,310.03	84.20
	Fund Expense Sub Totals:	14,620.00	0.00	4,619.93	10,000.07	0.00	10,000.07	68.40
	Fund 120 Sub Totals:	0.00	0.00	2,309.96	-2,309.96	0.00		
Fund 124 Dept 124-120 R87 124-120-4990-126	Shop With a Cop DONATIONS Halloween Bash	 0.00	 400.00	 1,037.07	 -1,037.07	 0.00	 -1,037.07	 0.00
	R87 Sub Totals:	0.00	400.00	1,037.07	-1,037.07	0.00	-1,037.07	0.00
	Revenue Sub Totals:	0.00	400.00	1,037.07	-1,037.07	0.00	-1,037.07	0.00
E20 124-120-6430-126	OPERATING COSTS 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	-400.00	-1,037.07	1,037.07	0.00		
Dept 124-124 R06 124-124-4700-124	REVENUE FROM USE OF ASSET Interest Earned-Shop w/a Cop	 10.00	 4.38	 79.80	 -69.80	 0.00	 -69.80	 0.00
	R06 Sub Totals:	10.00	4.38	79.80	-69.80	0.00	-69.80	0.00
R87 124-124-4830-124	DONATIONS 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	4.38	14,577.42	2,512.58	0.00	2,512.58	14.70
E20 124-124-6440-124	OPERATING COSTS Shop With A Cop Expenses	 17,068.00	 0.00	 17,067.09	 0.91	 0.00	 0.91	 0.01

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		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	-4.38	2,489.67	-2,511.67	0.00		
		Fund Revenue Sub Totals:	17,090.00	404.38	15,614.49	1,475.51	0.00	1,475.51	8.63
		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	-404.38	1,452.60	-1,474.60	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							
		D.A.R.E Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87 126-126-4990-126		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
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		OPERATING COSTS							
E20 126-126-6430-126		D.A.R.E Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund Revenue Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund Expense Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 126 Sub Totals:			0.00	0.00	0.00	0.00	0.00		
Fund 130		Fire Sales Tax							
Dept 130-000		Non-Departmental							
R90		TRANSFERS IN							
130-000-3305-000		Transfer fm Public Safety Fund	753,748.00	62,813.00	690,943.00	62,805.00	0.00	62,805.00	8.33
130-000-3330-000		Transfer fm General	714,751.00	59,563.00	655,193.00	59,558.00	0.00	59,558.00	8.33
R90 Sub Totals:			1,468,499.00	122,376.00	1,346,136.00	122,363.00	0.00	122,363.00	8.33
Revenue Sub Totals:			1,468,499.00	122,376.00	1,346,136.00	122,363.00	0.00	122,363.00	8.33
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	0.00	289,000.84	351,344.16	0.00	351,344.16	54.87
E90 Sub Totals:			640,345.00	0.00	289,000.84	351,344.16	0.00	351,344.16	54.87
Expense Sub Totals:			640,345.00	0.00	289,000.84	351,344.16	0.00	351,344.16	54.87
Dept 000 Sub Totals:			-828,154.00	-122,376.00	-1,057,135.16	228,981.16	0.00		
Dept 130-130		TAXES							
R01		Fire Department Sales Tax	678,809.00	66,024.25	745,827.45	-67,018.45	0.00	-67,018.45	0.00
130-130-4030-130									
R01 Sub Totals:			678,809.00	66,024.25	745,827.45	-67,018.45	0.00	-67,018.45	0.00
R02		LICENSES AND PERMITS							
130-130-4150-130		Fire Department Fees	300.00	0.00	370.00	-70.00	0.00	-70.00	0.00
R02 Sub Totals:			300.00	0.00	370.00	-70.00	0.00	-70.00	0.00
R03		INTER-GOVERNMENTAL							
130-130-4200-130		Grant Revenues	105,000.00	0.00	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	130,000.00	-4,136.00	0.00	-4,136.00	0.00
R03 Sub Totals:			230,864.00	0.00	224,884.86	5,979.14	0.00	5,979.14	2.59
R06		REVENUE FROM USE OF ASSET							
130-130-4700-130		Fire Dept Interest Earned	0.00	2,128.84	16,499.74	-16,499.74	0.00	-16,499.74	0.00
130-130-4760-130		Insurance Proceeds	10,456.00	0.00	10,456.11	-0.11	0.00	-0.11	0.00
130-130-4820-130		Fire Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R06 Sub Totals:	10,456.00	2,128.84	26,955.85	-16,499.85	0.00	-16,499.85	0.00
R07	OTHER INCOME							
130-130-4800-130	Fire Department Miscellaneous	0.00	0.00	645.00	-645.00	0.00	-645.00	0.00
	R07 Sub Totals:	0.00	0.00	645.00	-645.00	0.00	-645.00	0.00
R87	DONATIONS							
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:	920,429.00	68,153.09	998,753.16	-78,324.16	0.00	-78,324.16	0.00
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,229,372.00	92,931.64	1,097,354.74	132,017.26	0.00	132,017.26	10.74
130-130-5020-130	Fire Dept Overtime	134,000.00	277.58	137,662.15	-3,662.15	0.00	-3,662.15	0.00
130-130-5030-130	Fire Dept Part Time	3,500.00	37.70	470.30	3,029.70	0.00	3,029.70	86.56
130-130-5070-130	Availability Allowance	1,800.00	300.00	1,575.00	225.00	0.00	225.00	12.50
130-130-5170-130	Fire Dept Social Security	104,528.00	7,099.81	91,694.93	12,833.07	0.00	12,833.07	12.28
130-130-5180-130	Fire Dept Retirement	111,797.00	7,093.43	95,078.62	16,718.38	0.00	16,718.38	14.95
130-130-5190-130	Fire Dept Health Insurance	203,923.00	15,900.96	165,223.48	38,699.52	0.00	38,699.52	18.98
130-130-5210-130	Fire Dept Workers Compensation	59,848.00	0.00	56,973.16	2,874.84	0.00	2,874.84	4.80
130-130-5230-130	Physicals	1,500.00	0.00	341.10	1,158.90	0.00	1,158.90	77.26
130-130-5360-130	Fire Dept Member/Train/Trvl	7,990.00	746.74	2,803.38	5,186.62	0.00	5,186.62	64.91
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	627.26	627.26	472.74	0.00	472.74	42.98
	E10 Sub Totals:	1,861,758.00	125,015.12	1,649,804.12	211,953.88	0.00	211,953.88	11.38
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	52,336.00	2,076.83	37,503.99	14,832.01	0.00	14,832.01	28.34
130-130-5300-130	Fire Dept Insurance and Bonds	35,112.00	0.00	36,906.77	-1,794.77	0.00	-1,794.77	0.00
130-130-5320-130	Fire Dept Facility Maintenance	15,500.00	3,889.99	9,676.07	5,823.93	0.00	5,823.93	37.57
130-130-5330-130	Fire Dept Equipment Maint.	52,642.00	405.06	53,028.22	-386.22	809.00	-1,195.22	0.00
130-130-5530-130	Fire Dept Fuels/Lubricants	15,750.00	1,411.82	16,559.79	-809.79	0.00	-809.79	0.00
130-130-5540-130	Fire Dept Chemicals	525.00	-33.98	385.32	139.68	0.00	139.68	26.61
130-130-5590-130	Fire Dept General Supplies	9,500.00	674.93	6,733.36	2,766.64	0.00	2,766.64	29.12
130-130-5700-130	Fire Dept Comp., Software	11,724.00	0.00	3,782.10	7,941.90	0.00	7,941.90	67.74
130-130-6300-130	Fire Dept Electricity	15,430.00	2,884.20	14,292.69	1,137.31	0.00	1,137.31	7.37
130-130-6310-130	Fire Dept Heating Fuels	8,400.00	-117.91	6,542.79	1,857.21	0.00	1,857.21	22.11
130-130-6350-130	Fire Dept Phones	18,900.00	655.27	15,728.68	3,171.32	0.00	3,171.32	16.78
130-130-6390-130	Fire Dept. Minor Equipment	33,895.00	4,396.51	9,267.56	24,627.44	0.00	24,627.44	72.66
	E20 Sub Totals:	269,714.00	16,242.72	210,407.34	59,306.66	809.00	58,497.66	21.69
E30	CAPITAL OUTLAY							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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:	2,131,472.00	141,257.84	1,860,211.46	271,260.54	809.00	270,451.54	12.69
		Dept 130 Sub Totals:	1,211,043.00	73,104.75	861,458.30	349,584.70	809.00		
		Fund Revenue Sub Totals:	2,388,928.00	190,529.09	2,344,889.16	44,038.84	0.00	44,038.84	1.84
		Fund Expense Sub Totals:	2,771,817.00	141,257.84	2,149,212.30	622,604.70	809.00	621,795.70	22.43
		Fund 130 Sub Totals:	382,889.00	-49,271.25	-195,676.86	578,565.86	809.00		
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	1,129,114.00	0.00	0.00	0.00	0.00
		R90 Sub Totals:	1,129,114.00	0.00	1,129,114.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	1,129,114.00	0.00	1,129,114.00	0.00	0.00	0.00	0.00
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	650,411.17	2,064,459.01	7,219,654.99	0.00	7,219,654.99	77.76
		E90 Sub Totals:	9,284,114.00	650,411.17	2,064,459.01	7,219,654.99	0.00	7,219,654.99	77.76
		Expense Sub Totals:	9,284,114.00	650,411.17	2,064,459.01	7,219,654.99	0.00	7,219,654.99	77.76
		Dept 000 Sub Totals:	8,155,000.00	650,411.17	935,345.01	7,219,654.99	0.00		
Dept 170-990		TAXES							
R01		Sales Tax Drainage	407,468.00	39,614.39	447,496.59	-40,028.59	0.00	-40,028.59	0.00
170-990-4030-990		R01 Sub Totals:	407,468.00	39,614.39	447,496.59	-40,028.59	0.00	-40,028.59	0.00
R03		INTER-GOVERNMENTAL							
170-990-4200-990		Grant Revenue	7,500,000.00	503,419.67	764,090.45	6,735,909.55	0.00	6,735,909.55	89.81
		R03 Sub Totals:	7,500,000.00	503,419.67	764,090.45	6,735,909.55	0.00	6,735,909.55	89.81
R06		REVENUE FROM USE OF ASSET							
170-990-4700-990		Interest Earned-Drainage Fund	2,500.00	4,620.24	23,146.13	-20,646.13	0.00	-20,646.13	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	4,620.24	23,146.13	-20,646.13	0.00	-20,646.13	0.00
R07	OTHER INCOME							
170-990-4800-990	Drainage Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	7,909,968.00	547,654.30	1,234,733.17	6,675,234.83	0.00	6,675,234.83	84.39
E10	PERSONNEL							
170-990-5010-990	Drainage Salaries	50,079.00	3,719.80	45,597.54	4,481.46	0.00	4,481.46	8.95
170-990-5020-990	Drainage Overtime	4,667.00	132.42	2,623.82	2,043.18	0.00	2,043.18	43.78
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	330.00	30.00	0.00	30.00	8.33
170-990-5170-990	Drainage Social Security	5,107.00	293.96	3,680.85	1,426.15	0.00	1,426.15	27.93
170-990-5180-990	Drainage Retirement	2,738.00	194.12	2,427.65	310.35	0.00	310.35	11.33
170-990-5190-990	Drainage Health Insurance	7,553.00	595.72	6,552.92	1,000.08	0.00	1,000.08	13.24
170-990-5210-990	Drainage Workers Compensation	2,924.00	0.00	3,960.85	-1,036.85	0.00	-1,036.85	0.00
170-990-5380-990	Drainage Uniforms	1,310.00	0.00	601.09	708.91	0.00	708.91	54.12
	E10 Sub Totals:	86,738.00	4,966.02	65,774.72	20,963.28	0.00	20,963.28	24.17
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	10,250.00	165.62	2,195.86	8,054.14	0.00	8,054.14	78.58
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	480.97	5,987.53	9,762.47	0.00	9,762.47	61.98
170-990-5530-990	Drainage Fuels/Lubricants	8,000.00	1,204.58	5,096.59	2,903.41	0.00	2,903.41	36.29
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	29.60	3,948.17	17,051.83	0.00	17,051.83	81.20
170-990-5700-990	Drainage Computer/Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-990-6350-990	Drainage Phones	0.00	0.00	452.98	-452.98	0.00	-452.98	0.00
	E20 Sub Totals:	55,400.00	1,880.77	17,681.13	37,718.87	0.00	37,718.87	68.08
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	6,846.79	83,455.85	58,682.15	0.00	58,682.15	41.29
	Dept 990 Sub Totals:	-7,767,830.00	-540,807.51	-1,151,277.32	-6,616,552.68	0.00		
	Fund Revenue Sub Totals:	9,039,082.00	547,654.30	2,363,847.17	6,675,234.83	0.00	6,675,234.83	73.85

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund Expense Sub Totals:			9,426,252.00	657,257.96	2,147,914.86	7,278,337.14	0.00	7,278,337.14	77.21
Fund 170 Sub Totals:			387,170.00	109,603.66	-215,932.31	603,102.31	0.00		
Fund 175		Senior Center Sales Tax							
Dept 175-000		Non-Departmental							
R90		TRANSFERS IN							
175-000-3303-000		Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3364-000		Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90		TRANSFERS OUT							
175-000-3214-000		Transfer to 2014 Series COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3221-000		Transfer to 2021 Series DS	53,680.00	1,225.00	49,920.00	3,760.00	0.00	3,760.00	7.00
175-000-3264-000		Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3285-000		Trns to Capital Improvement	43,000.00	0.00	24,345.00	18,655.00	0.00	18,655.00	43.38
E90 Sub Totals:			96,680.00	1,225.00	74,265.00	22,415.00	0.00	22,415.00	23.18
Expense Sub Totals:			96,680.00	1,225.00	74,265.00	22,415.00	0.00	22,415.00	23.18
Dept 000 Sub Totals:			96,680.00	1,225.00	74,265.00	22,415.00	0.00		
Dept 175-175									
R01		TAXES							
175-175-4030-175		Sales Tax - 1/16-Cent	169,780.00	16,506.05	186,456.87	-16,676.87	0.00	-16,676.87	0.00
R01 Sub Totals:			169,780.00	16,506.05	186,456.87	-16,676.87	0.00	-16,676.87	0.00
R06		REVENUE FROM USE OF ASSET							
175-175-4700-175		Interest Earned-Senior Center	400.00	858.96	7,082.90	-6,682.90	0.00	-6,682.90	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	858.96	7,082.90	-6,682.90	0.00	-6,682.90	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	17,365.01	193,539.77	-23,359.77	0.00	-23,359.77	0.00
E10		PERSONNEL							
175-175-5010-175		Senior Center Salaries	5,743.00	441.66	5,250.41	492.59	0.00	492.59	8.58

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
175-175-5020-175		Senior Center Overtime	500.00	0.00	44.16	455.84	0.00	455.84	91.17
175-175-5170-175		Senior Center Social Security	478.00	33.30	399.69	78.31	0.00	78.31	16.38
175-175-5180-175		Senior Center Retirement	313.00	22.08	264.70	48.30	0.00	48.30	15.43
175-175-5190-175		Senior Center Health Insurance	1,209.00	95.33	1,048.52	160.48	0.00	160.48	13.27
175-175-5210-175		Senior Center Workers Comp.	274.00	0.00	249.37	24.63	0.00	24.63	8.99
175-175-5360-175		Senior Center Memb/Train/Trvl	300.00	0.00	300.00	0.00	0.00	0.00	0.00
		E10 Sub Totals:	8,817.00	592.37	7,556.85	1,260.15	0.00	1,260.15	14.29
E20		OPERATING COSTS							
175-175-5260-175		Senior Center Prof. Services	7,430.00	625.00	7,532.99	-102.99	0.00	-102.99	0.00
175-175-5300-175		Senior Center Ins. & Bonds	5,581.00	0.00	5,290.75	290.25	0.00	290.25	5.20
175-175-5320-175		Senior Center Facility Maint.	12,348.00	0.00	1,991.14	10,356.86	0.00	10,356.86	83.87
175-175-5330-175		Senior Center Equipment Maint.	500.00	0.00	6.98	493.02	0.00	493.02	98.60
175-175-5590-175		Senior Center General Supplies	1,050.00	0.00	210.41	839.59	0.00	839.59	79.96
175-175-5610-175		Senior Center Activity/Event	3,150.00	155.42	1,403.80	1,746.20	0.00	1,746.20	55.43
175-175-5700-175		Senior Center Comp., Software	525.00	0.00	0.00	525.00	0.00	525.00	100.00
175-175-6300-175		Senior Center Electricity	27,000.00	2,177.79	21,743.22	5,256.78	0.00	5,256.78	19.47
175-175-6350-175		Senior Center Phones	4,473.00	41.16	3,173.63	1,299.37	0.00	1,299.37	29.05
		E20 Sub Totals:	62,057.00	2,999.37	41,352.92	20,704.08	0.00	20,704.08	33.36
		Expense Sub Totals:	70,874.00	3,591.74	48,909.77	21,964.23	0.00	21,964.23	30.99
		Dept 175 Sub Totals:	-99,306.00	-13,773.27	-144,630.00	45,324.00	0.00		
		Fund Revenue Sub Totals:	170,180.00	17,365.01	193,539.77	-23,359.77	0.00	-23,359.77	0.00
		Fund Expense Sub Totals:	167,554.00	4,816.74	123,174.77	44,379.23	0.00	44,379.23	26.49
		Fund 175 Sub Totals:	-2,626.00	-12,548.27	-70,365.00	67,739.00	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	45,837.00	4,163.00	0.00	4,163.00	8.33
180-000-3390-000		Transfer from Parks Sales Tax	65,180.00	5,432.00	59,752.00	5,428.00	0.00	5,428.00	8.33
		R90 Sub Totals:	115,180.00	9,599.00	105,589.00	9,591.00	0.00	9,591.00	8.33
		Revenue Sub Totals:	115,180.00	9,599.00	105,589.00	9,591.00	0.00	9,591.00	8.33
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	0.00	277,055.10	151,972.90	0.00	151,972.90	35.42

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-000-3290-000	Transfer to Parks Recreation	65,180.00	5,432.00	59,752.00	5,428.00	0.00	5,428.00	8.33
	E90 Sub Totals:	494,208.00	5,432.00	336,807.10	157,400.90	0.00	157,400.90	31.85
	Expense Sub Totals:	494,208.00	5,432.00	336,807.10	157,400.90	0.00	157,400.90	31.85
	Dept 000 Sub Totals:	379,028.00	-4,167.00	231,218.10	147,809.90	0.00		
Dept 180-750	TAXES							
R01	Sales Tax Parks	611,202.00	59,421.58	671,244.90	-60,042.90	0.00	-60,042.90	0.00
180-750-4030-750	R01 Sub Totals:	611,202.00	59,421.58	671,244.90	-60,042.90	0.00	-60,042.90	0.00
R03	INTER-GOVERNMENTAL							
180-750-4200-750	Grant Revenue	92,652.00	0.00	4,296.24	88,355.76	0.00	88,355.76	95.36
	R03 Sub Totals:	92,652.00	0.00	4,296.24	88,355.76	0.00	88,355.76	95.36
R04	CHARGES FOR SERVICES							
180-750-4530-750	Fish Food Monies	3,500.00	776.74	6,978.53	-3,478.53	0.00	-3,478.53	0.00
	R04 Sub Totals:	3,500.00	776.74	6,978.53	-3,478.53	0.00	-3,478.53	0.00
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,000.00	635.00	4,301.00	-2,301.00	0.00	-2,301.00	0.00
180-750-4500-752	RV Pad Rental	3,000.00	385.00	3,779.00	-779.00	0.00	-779.00	0.00
180-750-4700-750	Interest Earned-Parks Fund	1,400.00	1,840.90	18,054.58	-16,654.58	0.00	-16,654.58	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	5,670.00	-5,670.00	0.00	-5,670.00	0.00
	R06 Sub Totals:	6,400.00	2,860.90	31,804.58	-25,404.58	0.00	-25,404.58	0.00
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	7.00	388.50	-388.50	0.00	-388.50	0.00
	R07 Sub Totals:	0.00	7.00	388.50	-388.50	0.00	-388.50	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	63,066.22	714,712.75	-958.75	0.00	-958.75	0.00
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	232,051.00	17,610.57	203,688.68	28,362.32	0.00	28,362.32	12.22
180-750-5020-750	Parks Overtime	8,000.00	54.16	3,721.35	4,278.65	0.00	4,278.65	53.48

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-750-5070-750	Availability Allowance	720.00	60.00	660.00	60.00	0.00	60.00	8.33
180-750-5170-750	Parks Social Security	18,364.00	1,336.31	15,706.64	2,657.36	0.00	2,657.36	14.47
180-750-5180-750	Parks Retirement	12,003.00	886.23	8,590.64	3,412.36	0.00	3,412.36	28.43
180-750-5190-750	Parks Health Insurance	45,317.00	3,535.47	38,855.56	6,461.44	0.00	6,461.44	14.26
180-750-5210-750	Parks Workers Compensation	10,515.00	0.00	10,316.29	198.71	0.00	198.71	1.89
180-750-5360-750	Parks Member/Training/Travel	1,040.00	0.00	110.00	930.00	0.00	930.00	89.42
180-750-5380-750	Parks Uniforms	3,500.00	0.00	2,746.50	753.50	0.00	753.50	21.53
	E10 Sub Totals:	331,510.00	23,482.74	284,395.66	47,114.34	0.00	47,114.34	14.21
E20	OPERATING COSTS							
180-750-5260-750	Parks Professional Services	2,395.00	504.12	4,737.61	-2,342.61	0.00	-2,342.61	0.00
180-750-5300-750	Parks Insurance and Bonds	27,198.00	0.00	25,859.39	1,338.61	0.00	1,338.61	4.92
180-750-5320-750	Parks Facility Maintenance	28,000.00	767.59	26,057.39	1,942.61	9,358.00	-7,415.39	0.00
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	0.00	71.29	928.71	0.00	928.71	92.87
180-750-5330-750	Parks Equipment Maintenance	18,000.00	680.43	16,942.40	1,057.60	0.00	1,057.60	5.88
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	1,759.84	14,869.66	-1,369.66	0.00	-1,369.66	0.00
180-750-5590-750	Parks General Supplies	10,000.00	708.94	9,139.46	860.54	0.00	860.54	8.61
180-750-5590-752	RV Park Expenses	1,000.00	0.00	259.64	740.36	0.00	740.36	74.04
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	191.33	1,822.38	-772.38	0.00	-772.38	0.00
180-750-5700-750	Parks Computer/Software	3,132.00	0.00	1,436.92	1,695.08	0.00	1,695.08	54.12
180-750-6300-750	Parks Electricity	17,000.00	3,421.15	19,016.07	-2,016.07	0.00	-2,016.07	0.00
180-750-6310-750	Parks Heating Fuels	2,900.00	104.94	1,803.40	1,096.60	0.00	1,096.60	37.81
180-750-6350-750	Parks Phones	4,814.00	13.72	3,210.82	1,603.18	0.00	1,603.18	33.30
180-750-6390-750	Parks Minor Equipment	10,500.00	0.00	5,136.98	5,363.02	0.00	5,363.02	51.08
180-750-6410-750	Flowers & Plants	4,725.00	237.50	4,505.33	219.67	0.00	219.67	4.65
	E20 Sub Totals:	154,414.00	8,389.56	139,132.10	15,281.90	9,358.00	5,923.90	3.84
	Expense Sub Totals:	485,924.00	31,872.30	423,527.76	62,396.24	9,358.00	53,038.24	10.91
	Dept 750 Sub Totals:	-227,830.00	-31,193.92	-291,184.99	63,354.99	9,358.00		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	45,000.00	11,090.00	45,070.00	-70.00	0.00	-70.00	0.00
180-940-5300-940	Parks - Swim Insurance & Bonds	12,796.00	0.00	12,130.26	665.74	0.00	665.74	5.20
180-940-5320-940	Parks - Swim Facility Maint.	6,000.00	0.00	6,691.26	-691.26	0.00	-691.26	0.00
180-940-5330-940	Swim Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-940-5590-940	Parks - Swim General Supplies	5,000.00	0.00	3,604.17	1,395.83	0.00	1,395.83	27.92
180-940-6300-940	Parks - Pool Electricity	4,000.00	2,393.78	2,355.69	1,644.31	0.00	1,644.31	41.11
	E20 Sub Totals:	72,796.00	13,483.78	69,851.38	2,944.62	0.00	2,944.62	4.05

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	72,796.00	13,483.78	69,851.38	2,944.62	0.00	2,944.62	4.05
	Dept 940 Sub Totals:	72,796.00	13,483.78	69,851.38	2,944.62	0.00		
	Fund Revenue Sub Totals:	828,934.00	72,665.22	820,301.75	8,632.25	0.00	8,632.25	1.04
	Fund Expense Sub Totals:	1,052,928.00	50,788.08	830,186.24	222,741.76	9,358.00	213,383.76	20.27
	Fund 180 Sub Totals:	223,994.00	-21,877.14	9,884.49	214,109.51	9,358.00		
Fund 195	Auditorium Sales Tax							
Dept 195-000	Non-Departmental							
E90	TRANSFERS OUT							
195-000-3214-000	Transfer to 2014 COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195-000-3221-000	Transfer to 2021 Series DS	213,719.00	4,900.00	199,680.00	14,039.00	0.00	14,039.00	6.57
195-000-3285-000	Trns to Capital Improvement	318,410.00	17,700.00	287,945.00	30,465.00	0.00	30,465.00	9.57
	E90 Sub Totals:	532,129.00	22,600.00	487,625.00	44,504.00	0.00	44,504.00	8.36
	Expense Sub Totals:	532,129.00	22,600.00	487,625.00	44,504.00	0.00	44,504.00	8.36
	Dept 000 Sub Totals:	532,129.00	22,600.00	487,625.00	44,504.00	0.00		
Dept 195-114	REVENUE FROM USE OF ASSET							
R06	Lampo Rental Fees	13,000.00	2,000.00	19,964.27	-6,964.27	0.00	-6,964.27	0.00
195-114-4500-114								
	R06 Sub Totals:	13,000.00	2,000.00	19,964.27	-6,964.27	0.00	-6,964.27	0.00
	Revenue Sub Totals:	13,000.00	2,000.00	19,964.27	-6,964.27	0.00	-6,964.27	0.00
E20	OPERATING COSTS							
195-114-5260-114	Lampo Professional Services	2,200.00	75.00	1,866.27	333.73	0.00	333.73	15.17
195-114-5300-114	Lampo Insurance and Bonds	2,571.00	0.00	2,436.54	134.46	0.00	134.46	5.23
195-114-5320-114	Lampo Facility Maintenance	8,477.00	0.00	9,382.43	-905.43	0.00	-905.43	0.00
195-114-5330-114	Lampo Equipment Mtce	1,050.00	210.95	252.96	797.04	0.00	797.04	75.91
195-114-5590-114	Lampo General Supplies	1,050.00	97.26	1,189.57	-139.57	0.00	-139.57	0.00
195-114-6300-114	Lampo Electricity	10,000.00	657.55	2,102.30	7,897.70	0.00	7,897.70	78.98
195-114-6310-114	Lampo Heating Fuels	4,933.00	99.98	4,798.43	134.57	0.00	134.57	2.73
	E20 Sub Totals:	30,281.00	1,140.74	22,028.50	8,252.50	0.00	8,252.50	27.25
	Expense Sub Totals:	30,281.00	1,140.74	22,028.50	8,252.50	0.00	8,252.50	27.25

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 195-195							
R01	TAXES							
195-195-4030-195	Auditorium Sales Tax	509,334.00	49,518.15	559,370.61	-50,036.61	0.00	-50,036.61	0.00
	R01 Sub Totals:	509,334.00	49,518.15	559,370.61	-50,036.61	0.00	-50,036.61	0.00
R06	REVENUE FROM USE OF ASSET							
195-195-4500-195	Auditorium Rental Fees	18,500.00	0.00	11,912.50	6,587.50	0.00	6,587.50	35.61
195-195-4520-195	Auditorium Sound Fees	3,000.00	360.00	3,095.00	-95.00	0.00	-95.00	0.00
195-195-4700-195	Interest Earned-Auditorium Fd	1,500.00	3,248.41	31,664.11	-30,164.11	0.00	-30,164.11	0.00
195-195-4820-195	Auditorium Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	23,000.00	3,608.41	46,671.61	-23,671.61	0.00	-23,671.61	0.00
	Revenue Sub Totals:	532,334.00	53,126.56	606,042.22	-73,708.22	0.00	-73,708.22	0.00
E10	PERSONNEL							
195-195-5010-195	Auditorium Salaries	43,926.00	3,378.86	34,017.44	9,908.56	0.00	9,908.56	22.56
195-195-5020-195	Auditorium Overtime	6,000.00	190.38	2,541.61	3,458.39	0.00	3,458.39	57.64
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	268.57	2,761.27	1,211.73	0.00	1,211.73	30.50
195-195-5180-195	Auditorium Retirement	2,497.00	178.46	1,808.77	688.23	0.00	688.23	27.56
195-195-5190-195	Auditorium Health Insurance	8,686.00	723.92	6,681.48	2,004.52	0.00	2,004.52	23.08
195-195-5210-195	Auditorium Workers Comp.	2,275.00	0.00	1,303.99	971.01	0.00	971.01	42.68
	E10 Sub Totals:	69,357.00	4,740.19	49,212.06	20,144.94	0.00	20,144.94	29.05
E20	OPERATING COSTS							
195-195-5260-195	Auditorium Prof. Services	7,110.00	280.00	8,235.65	-1,125.65	0.00	-1,125.65	0.00
195-195-5300-195	Auditorium Insurance & Bonds	21,549.00	0.00	20,428.17	1,120.83	0.00	1,120.83	5.20
195-195-5320-195	Auditorium Facility Maint.	24,520.00	2,172.99	13,950.70	10,569.30	0.00	10,569.30	43.10
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	194.52	1,785.56	839.44	0.00	839.44	31.98
195-195-6300-195	Auditorium Electricity	38,000.00	0.00	23,405.53	14,594.47	0.00	14,594.47	38.41
195-195-6310-195	Auditorium Heating Fuels	13,000.00	113.94	9,892.89	3,107.11	0.00	3,107.11	23.90
195-195-6350-195	Auditorium Phones	4,448.00	0.00	2,920.27	1,527.73	0.00	1,527.73	34.35
	E20 Sub Totals:	116,252.00	2,761.45	80,618.77	35,633.23	0.00	35,633.23	30.65
	Expense Sub Totals:	185,609.00	7,501.64	129,830.83	55,778.17	0.00	55,778.17	30.05
	Dept 195 Sub Totals:	-346,725.00	-45,624.92	-476,211.39	129,486.39	0.00		
	Fund Revenue Sub Totals:	545,334.00	55,126.56	626,006.49	-80,672.49	0.00	-80,672.49	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	748,019.00	31,242.38	639,484.33	108,534.67	0.00	108,534.67	14.51
	Fund 195 Sub Totals:	202,685.00	-23,884.18	13,477.84	189,207.16	0.00		
Fund 212	2012 A&B							
Dept 212-000	Non-Departmental							
R90	TRANSFERS IN							
212-000-3314-000	Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-000-3320-000	Transfer fm Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 212-212	2012 A&B COPs							
R06	REVENUE FROM USE OF ASSET							
212-212-4700-212	Interest Income-2012 COPs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
212-212-5920-212	2012 A & B Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-212-5930-212	2012 Paying Agent Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
212-212-5910-212	2012 B Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 213	2013 Series Spc Obl Bond							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 213-000		Non-Departmental							
R90		TRANSFERS IN							
213-000-3373-000		Transfer from Street Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-200									
R90		TRANSFERS IN							
213-200-0331-400		Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 200 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-213									
R06		REVENUE FROM USE OF ASSET							
213-213-4700-213		Interest Earned	0.00	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

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 213 Sub Totals:			0.00	0.00	0.00	0.00	0.00		
Fund 214		2014 A&B Series							
Dept 214-000		Non-Departmental							
R90		TRANSFERS IN							
214-000-3314-000		Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-000-3320-000		Transfer to	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 000 Sub Totals:			0.00	0.00	0.00	0.00	0.00		
Dept 214-214		REVENUE FROM USE OF ASSET							
R06		Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-214-4700-214		R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50		DEBT SERVICE - INTEREST & FI							
214-214-5920-214		2014 Series Interest Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-214-5940-214		2014 Series Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55		DEBT SERVICE - PRINCIPLE							
214-214-5910-214		2014 Series Principal Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 214 Sub Totals:			0.00	0.00	0.00	0.00	0.00		
Fund Revenue Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund Expense Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 214 Sub Totals:			0.00	0.00	0.00	0.00	0.00		
Fund 216		2016 Series COPs							
Dept 216-000		TRANSFERS IN							
R90									

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
216-000-3376-000	Transfer in from Other Funds	251,950.00	0.00	233,075.55	18,874.45	0.00	18,874.45	7.49
	R90 Sub Totals:	251,950.00	0.00	233,075.55	18,874.45	0.00	18,874.45	7.49
	Revenue Sub Totals:	251,950.00	0.00	233,075.55	18,874.45	0.00	18,874.45	7.49
	Dept 000 Sub Totals:	-251,950.00	0.00	-233,075.55	-18,874.45	0.00		
Dept 216-216 R06	REVENUE FROM USE OF ASSET							
216-216-4700-216	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
216-216-5920-216	Interest Expense 2016 Series	57,200.00	0.00	43,075.55	14,124.45	0.00	14,124.45	24.69
216-216-5940-216	2016 Series Admin Fees	4,750.00	625.00	1,250.00	3,500.00	0.00	3,500.00	73.68
	E50 Sub Totals:	61,950.00	625.00	44,325.55	17,624.45	0.00	17,624.45	28.45
E55	DEBT SERVICE - PRINCIPLE							
216-216-5910-216	Principal Paid 2016 COP	190,000.00	0.00	190,000.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	190,000.00	0.00	190,000.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	251,950.00	625.00	234,325.55	17,624.45	0.00	17,624.45	7.00
	Dept 216 Sub Totals:	251,950.00	625.00	234,325.55	17,624.45	0.00		
	Fund Revenue Sub Totals:	251,950.00	0.00	233,075.55	18,874.45	0.00	18,874.45	7.49
	Fund Expense Sub Totals:	251,950.00	625.00	234,325.55	17,624.45	0.00	17,624.45	7.00
	Fund 216 Sub Totals:	0.00	625.00	1,250.00	-1,250.00	0.00		
Fund 221 Dept 221-000 R90	2021 Special Obligation Bonds Non-Departmental TRANSFERS IN							
221-000-3320-000	Transfer to 2021 Series DS	0.00	12,250.00	499,200.00	-499,200.00	0.00	-499,200.00	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	12,250.00	499,200.00	2,102.00	0.00	2,102.00	0.42
	Revenue Sub Totals:	501,302.00	12,250.00	499,200.00	2,102.00	0.00	2,102.00	0.42

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 000 Sub Totals:	-501,302.00	-12,250.00	-499,200.00	-2,102.00	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	5.59	56.68	-56.68	0.00	-56.68	0.00
	R06 Sub Totals:	0.00	5.59	56.68	-56.68	0.00	-56.68	0.00
R10	NON-OPERATING REVENUES							
221-221-4750-221	Bond Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	5.59	56.68	-56.68	0.00	-56.68	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	43,001.00	12,250.00	29,200.00	13,801.00	0.00	13,801.00	32.09
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	12,250.00	29,836.00	15,665.00	0.00	15,665.00	34.43
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	455,000.00	0.00	470,000.00	-15,000.00	0.00	-15,000.00	0.00
	E55 Sub Totals:	455,000.00	0.00	470,000.00	-15,000.00	0.00	-15,000.00	0.00
	Expense Sub Totals:	500,501.00	12,250.00	499,836.00	665.00	0.00	665.00	0.13
	Dept 221 Sub Totals:	500,501.00	12,244.41	499,779.32	721.68	0.00		
	Fund Revenue Sub Totals:	501,302.00	12,255.59	499,256.68	2,045.32	0.00	2,045.32	0.41
	Fund Expense Sub Totals:	500,501.00	12,250.00	499,836.00	665.00	0.00	665.00	0.13
	Fund 221 Sub Totals:	-801.00	-5.59	579.32	-1,380.32	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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 290-290							
R06	REVENUE FROM USE OF ASSET							
290-290-4700-290	Interest Earned-Employee Ins.	100.00	0.00	12.03	87.97	0.00	87.97	87.97
	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	18,667.80	187,507.42	-29,507.42	0.00	-29,507.42	0.00
	R10 Sub Totals:	158,000.00	18,667.80	187,507.42	-29,507.42	0.00	-29,507.42	0.00
R90	TRANSFERS IN							
290-290-4950-290	City's Portion - Insur.	836,848.00	61,567.22	675,193.54	161,654.46	0.00	161,654.46	19.32
	R90 Sub Totals:	836,848.00	61,567.22	675,193.54	161,654.46	0.00	161,654.46	19.32
	Revenue Sub Totals:	994,948.00	80,235.02	862,712.99	132,235.01	0.00	132,235.01	13.29
E25	NON-OPERATING EXPENSE							
290-290-6140-290	Health Insurance Fees Employee	861,017.00	58,728.47	727,689.53	133,327.47	0.00	133,327.47	15.48
290-290-6150-290	Health Insurance Fees Dependnt	158,000.00	9,796.49	130,813.47	27,186.53	0.00	27,186.53	17.21
	E25 Sub Totals:	1,019,017.00	68,524.96	858,503.00	160,514.00	0.00	160,514.00	15.75
	Expense Sub Totals:	1,019,017.00	68,524.96	858,503.00	160,514.00	0.00	160,514.00	15.75
	Dept 290 Sub Totals:	24,069.00	-11,710.06	-4,209.99	28,278.99	0.00		
Dept 290-291								
E25	NON-OPERATING EXPENSE							
290-291-6120-290	Dental Insurance -Employee	0.00	2,436.28	27,739.48	-27,739.48	0.00	-27,739.48	0.00
290-291-6130-290	Dental Insurance Dependent	0.00	1,087.82	13,193.05	-13,193.05	0.00	-13,193.05	0.00
290-291-6130-291	Life Insurance Employee	0.00	881.10	3,697.95	-3,697.95	0.00	-3,697.95	0.00
290-291-6130-292	Life Insurance Dependent	0.00	7,453.74	29,234.36	-29,234.36	0.00	-29,234.36	0.00
290-291-6135-290	Vision Insurance	0.00	508.66	6,485.73	-6,485.73	0.00	-6,485.73	0.00
	E25 Sub Totals:	0.00	12,367.60	80,350.57	-80,350.57	0.00	-80,350.57	0.00
	Expense Sub Totals:	0.00	12,367.60	80,350.57	-80,350.57	0.00	-80,350.57	0.00
	Dept 291 Sub Totals:	0.00	12,367.60	80,350.57	-80,350.57	0.00		
	Fund Revenue Sub Totals:	994,948.00	80,235.02	862,712.99	132,235.01	0.00	132,235.01	13.29

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund Expense Sub Totals:			1,019,017.00	80,892.56	938,853.57	80,163.43	0.00	80,163.43	7.87
Fund 290 Sub Totals:			24,069.00	657.54	76,140.58	-52,071.58	0.00		
Fund 300		Capital Improvement Sales Tax							
Dept 300-000		Non-Departmental							
R90		TRANSFERS IN							
300-000-3303-000		Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-000		Transfer From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-111		Transfer fm City Clerk	52,233.00	0.00	52,331.42	-98.42	0.00	-98.42	0.00
300-000-3385-112		Transfer fm General Admin	209,630.00	0.00	197,630.00	12,000.00	0.00	12,000.00	5.72
300-000-3385-115		Transfer from Development	15,359.00	3,880.87	15,058.38	300.62	0.00	300.62	1.96
300-000-3385-118		Transfer fm Recycle Center	68,000.00	0.00	42,166.78	25,833.22	0.00	25,833.22	37.99
300-000-3385-120		Transfer fm Police Dept	355,000.00	146,107.00	405,826.57	-50,826.57	0.00	-50,826.57	0.00
300-000-3385-130		Transfer fm Fire Department	640,345.00	0.00	289,000.84	351,344.16	0.00	351,344.16	54.87
300-000-3385-160		Transfer fm Airport	727,538.00	0.00	481,713.09	245,824.91	0.00	245,824.91	33.79
300-000-3385-170		Transfer fm Drainage	9,284,114.00	650,411.17	2,039,264.01	7,244,849.99	0.00	7,244,849.99	78.03
300-000-3385-175		Transfer fm Senior Center	43,000.00	0.00	24,345.00	18,655.00	0.00	18,655.00	43.38
300-000-3385-180		Transfer fm Parks & Rec	429,028.00	0.00	277,055.10	151,972.90	0.00	151,972.90	35.42
300-000-3385-195		Transfer fm Auditorium	318,410.00	17,700.00	313,140.00	5,270.00	0.00	5,270.00	1.66
300-000-3385-204		Transfer fm Cemetery	91,107.00	15,837.88	57,238.18	33,868.82	0.00	33,868.82	37.17
300-000-3385-450		Transfer fm Golf Course	242,837.00	0.00	178,073.80	64,763.20	0.00	64,763.20	26.67
300-000-3385-800		Transfer fm Streets Dept	596,036.00	3,973.87	265,929.41	330,106.59	0.00	330,106.59	55.38
R90 Sub Totals:			13,072,637.00	837,910.79	4,638,772.58	8,433,864.42	0.00	8,433,864.42	64.52
Revenue Sub Totals:			13,072,637.00	837,910.79	4,638,772.58	8,433,864.42	0.00	8,433,864.42	64.52
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	230,956.00	20,994.00	0.00	20,994.00	8.33
300-000-3243-000		Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90 Sub Totals:			251,950.00	20,996.00	230,956.00	20,994.00	0.00	20,994.00	8.33
Expense Sub Totals:			251,950.00	20,996.00	230,956.00	20,994.00	0.00	20,994.00	8.33
Dept 000 Sub Totals:			-12,820,687.00	-816,914.79	-4,407,816.58	-8,412,870.42	0.00		
Dept 300-300		Capital Improvement							
R01		TAXES							
300-300-4030-300		Capital Improvement Sales Tax	336,204.00	33,012.08	372,913.34	-36,709.34	0.00	-36,709.34	0.00
R01 Sub Totals:			336,204.00	33,012.08	372,913.34	-36,709.34	0.00	-36,709.34	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	1,200.00	3,298.39	16,472.26	-15,272.26	0.00	-15,272.26	0.00
	R06 Sub Totals:	1,200.00	3,298.39	16,472.26	-15,272.26	0.00	-15,272.26	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	36,310.47	389,385.60	-51,981.60	0.00	-51,981.60	0.00
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	52,233.00	0.00	52,331.42	-98.42	0.00	-98.42	0.00
300-300-5790-112	Capital Impr./Purchase GenAdm	209,630.00	0.00	197,630.00	12,000.00	0.00	12,000.00	5.72
300-300-5790-115	Capital Impr/Purch Development	15,359.00	130.87	15,058.38	300.62	0.00	300.62	1.96
300-300-5790-130	Capital Impr/Purch Fire Dept	640,345.00	0.00	289,000.84	351,344.16	0.00	351,344.16	54.87
300-300-5790-175	Capital Impr/Purch Senior Cent	43,000.00	0.00	24,345.00	18,655.00	0.00	18,655.00	43.38
300-300-5790-195	Capital Impr/Purch Auditorium	318,410.00	17,700.00	313,140.00	5,270.00	0.00	5,270.00	1.66
300-300-5790-204	Capital Impr/Purch IOOF	91,107.00	0.00	57,238.18	33,868.82	0.00	33,868.82	37.17
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	242,837.00	0.00	166,073.80	76,763.20	0.00	76,763.20	31.61
300-300-5790-750	Capital Impr/Purch Parks & Rec	429,028.00	0.00	277,055.10	151,972.90	0.00	151,972.90	35.42
300-300-5790-800	Capital Impr/Purch Street Dept	596,036.00	3,973.87	277,929.41	318,106.59	254,998.00	63,108.59	10.59
300-300-5790-990	Capital Impr/Purch Drainage	9,284,114.00	219,927.72	1,703,324.26	7,580,789.74	2,884,126.88	4,696,662.86	50.59
	E30 Sub Totals:	11,922,099.00	241,732.46	3,373,126.39	8,548,972.61	3,139,124.88	5,409,847.73	45.38
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	68,000.00	0.00	42,166.78	25,833.22	0.00	25,833.22	37.99
300-300-5790-120	Capital Impr/Purch Police Dept	355,000.00	146,107.00	405,826.57	-50,826.57	0.00	-50,826.57	0.00
300-300-5790-160	Capital Impr/Purch Airport	727,538.00	0.00	481,713.09	245,824.91	19,395.59	226,429.32	31.12
	E90 Sub Totals:	1,150,538.00	146,107.00	929,706.44	220,831.56	19,395.59	201,435.97	17.51
	Expense Sub Totals:	13,072,637.00	387,839.46	4,302,832.83	8,769,804.17	3,158,520.47	5,611,283.70	42.92
	Dept 300 Sub Totals:	12,735,233.00	351,528.99	3,913,447.23	8,821,785.77	3,158,520.47		
	Fund Revenue Sub Totals:	13,410,041.00	874,221.26	5,028,158.18	8,381,882.82	0.00	8,381,882.82	62.50
	Fund Expense Sub Totals:	13,324,587.00	408,835.46	4,533,788.83	8,790,798.17	3,158,520.47	5,632,277.70	42.27
	Fund 300 Sub Totals:	-85,454.00	-465,385.80	-494,369.35	408,915.35	3,158,520.47		
Fund 310	Hotel/Motel Tax							
Dept 310-000	Non-Departmental							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E90		TRANSFERS OUT							
310-000-3210-000		Tran to General Adm 3% Adm Cst	2,860.00	239.00	2,629.00	231.00	0.00	231.00	8.08
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	19,500.00	0.00	0.00	0.00	0.00
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	35,129.00	231.00	0.00	231.00	0.65
Expense Sub Totals:			35,360.00	239.00	35,129.00	231.00	0.00	231.00	0.65
Dept 000 Sub Totals:			35,360.00	239.00	35,129.00	231.00	0.00		
Dept 310-310									
R01		TAXES							
310-310-4040-330		Motel Tax Revenue	95,317.00	10,072.51	102,019.14	-6,702.14	0.00	-6,702.14	0.00
R01 Sub Totals:			95,317.00	10,072.51	102,019.14	-6,702.14	0.00	-6,702.14	0.00
R06		REVENUE FROM USE OF ASSET							
310-310-4700-330		Interest Earned-Hotel/Motel	1,000.00	1,031.47	8,984.17	-7,984.17	0.00	-7,984.17	0.00
R06 Sub Totals:			1,000.00	1,031.47	8,984.17	-7,984.17	0.00	-7,984.17	0.00
Revenue Sub Totals:			96,317.00	11,103.98	111,003.31	-14,686.31	0.00	-14,686.31	0.00
E20		OPERATING COSTS							
310-310-5240-330		Motel Promotions	106,578.00	2,019.39	85,243.40	21,334.60	0.00	21,334.60	20.02
310-310-6300-310		Hotel Motel Electricity	600.00	87.19	609.67	-9.67	0.00	-9.67	0.00
310-310-6520-330		Easter Event	320.00	0.00	320.00	0.00	0.00	0.00	0.00
E20 Sub Totals:			107,498.00	2,106.58	86,173.07	21,324.93	0.00	21,324.93	19.84
Expense Sub Totals:			107,498.00	2,106.58	86,173.07	21,324.93	0.00	21,324.93	19.84
Dept 310 Sub Totals:			11,181.00	-8,997.40	-24,830.24	36,011.24	0.00		
Fund Revenue Sub Totals:			96,317.00	11,103.98	111,003.31	-14,686.31	0.00	-14,686.31	0.00
Fund Expense Sub Totals:			142,858.00	2,345.58	121,302.07	21,555.93	0.00	21,555.93	15.09
Fund 310 Sub Totals:			46,541.00	-8,758.40	10,298.76	36,242.24	0.00		
Fund 360		Tax Incremental Financing							
Dept 360-000		Non-Departmental							
R01		TAXES							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
360-000-3300-000	Sales Tax TIF City	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 360-360	TAXES							
R01	Real Est. Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-360-4900-360	Sales Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-360-4910-360	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							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	230,956.00	20,994.00	0.00	20,994.00	8.33
		R90 Sub Totals:	371,950.00	20,996.00	230,956.00	140,994.00	0.00	140,994.00	37.91
		Revenue Sub Totals:	371,950.00	20,996.00	230,956.00	140,994.00	0.00	140,994.00	37.91
E90		TRANSFERS OUT							
450-000-3276-000		Transfer to 2016 DS	251,950.00	0.00	233,075.55	18,874.45	0.00	18,874.45	7.49
450-000-3285-000		Trns to Capital Improvement	242,837.00	0.00	178,073.80	64,763.20	0.00	64,763.20	26.67
		E90 Sub Totals:	494,787.00	0.00	411,149.35	83,637.65	0.00	83,637.65	16.90
		Expense Sub Totals:	494,787.00	0.00	411,149.35	83,637.65	0.00	83,637.65	16.90
		Dept 000 Sub Totals:	122,837.00	-20,996.00	180,193.35	-57,356.35	0.00		
Dept 450-150									
R04		CHARGES FOR SERVICES							
450-150-4350-430		Golf Course Fees	145,000.00	0.00	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	3,897.00	76,103.00	0.00	76,103.00	95.13
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	0.00	54,992.00	184,908.00	0.00	184,908.00	77.08
R06		REVENUE FROM USE OF ASSET							
450-150-4360-430		Golf Cart Rentals	130,000.00	0.00	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		Communtity 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	312.44	2,812.61	-2,812.61	0.00	-2,812.61	0.00
450-150-4760-430		Insurance Proceeds	0.00	0.00	26,121.22	-26,121.22	0.00	-26,121.22	0.00
450-150-4820-430		Sale of Property	0.00	0.00	8,175.00	-8,175.00	0.00	-8,175.00	0.00
		R06 Sub Totals:	135,000.00	312.44	83,715.83	51,284.17	0.00	51,284.17	37.99
R07		OTHER INCOME							
450-150-4800-430		Golf Course Miscellaneous	0.00	168,145.00	335,105.28	-335,105.28	0.00	-335,105.28	0.00
		R07 Sub Totals:	0.00	168,145.00	335,105.28	-335,105.28	0.00	-335,105.28	0.00
R08		SALES REVENUE							
450-150-4380-430		Pro Shop Revenue	30,000.00	0.00	10,991.75	19,008.25	0.00	19,008.25	63.36
450-150-4420-430		Golf Concessions Revenue	35,000.00	0.00	12,202.25	22,797.75	0.00	22,797.75	65.14

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R08 Sub Totals:	65,000.00	0.00	23,194.00	41,806.00	0.00	41,806.00	64.32
	Revenue Sub Totals:	439,900.00	168,457.44	497,007.11	-57,107.11	0.00	-57,107.11	0.00
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	161,397.00	0.00	40,095.23	121,301.77	0.00	121,301.77	75.16
450-150-5020-430	Golf Course Overtime	5,000.00	0.00	1,877.91	3,122.09	0.00	3,122.09	62.44
450-150-5030-430	Golf Course Part Time	87,128.00	0.00	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	0.00	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
450-150-5190-430	Golf Course Health Insurance	30,211.00	0.00	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	3,185.76	7,919.24	0.00	7,919.24	71.31
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	0.00	88,533.52	239,107.48	0.00	239,107.48	72.98
E20	OPERATING COSTS							
450-150-5260-430	Golf Course Prof. Services	10,511.00	94,418.62	195,393.40	-184,882.40	0.00	-184,882.40	0.00
450-150-5265-430	Golf Mngmt Contracted Services	32,530.00	3,667.00	28,862.64	3,667.36	0.00	3,667.36	11.27
450-150-5270-430	Golf Course Credit Card Fees	9,450.00	2.00	3,963.22	5,486.78	0.00	5,486.78	58.06
450-150-5300-430	Golf Insurance & Bonds	15,241.00	0.00	14,427.82	813.18	0.00	813.18	5.34
450-150-5310-430	Golf Course Concession Cost	31,500.00	0.00	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	0.00	7,418.71	2,581.29	0.00	2,581.29	25.81
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	0.00	14,932.62	67.38	0.00	67.38	0.45
450-150-5335-430	Golf Cart Maintenance	3,675.00	0.00	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	0.00	7,017.22	13,982.78	0.00	13,982.78	66.58
450-150-5540-430	Golf Course Chemicals	60,000.00	0.00	45,695.44	14,304.56	0.00	14,304.56	23.84
450-150-5590-430	Golf Course General Supplies	6,300.00	0.00	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	0.00	573.38	880.62	0.00	880.62	60.57
450-150-6300-430	Golf Course Electricity	27,000.00	3,193.66	14,623.39	12,376.61	0.00	12,376.61	45.84
450-150-6350-430	Golf Course Phones	5,670.00	27.44	3,501.38	2,168.62	0.00	2,168.62	38.25
	E20 Sub Totals:	321,156.00	101,308.72	349,985.12	-28,829.12	0.00	-28,829.12	0.00
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-212-5930-212	Admin. Fee 2012 A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-500 E02	DEPRECIATION EXPENSE							
500-500-5990-500	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 500 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-510 R03	INTER-GOVERNMENTAL							
500-510-4201-510	CARES Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-510-3510-510	Penalties/Utility Bills	107,000.00	12,364.10	113,908.37	-6,908.37	0.00	-6,908.37	0.00
500-510-3530-510	Residential Trash Billing	574,560.00	58,129.22	603,703.09	-29,143.09	0.00	-29,143.09	0.00
500-510-3540-510	Service Application Fee	8,300.00	735.00	6,225.00	2,075.00	0.00	2,075.00	25.00
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	272,054.18	2,672,265.67	525,915.33	0.00	525,915.33	16.44
500-510-4792-510	Online Surcharge Fees	11,000.00	1,048.19	8,200.63	2,799.37	0.00	2,799.37	25.45
	R04 Sub Totals:	3,899,041.00	344,330.69	3,404,302.76	494,738.24	0.00	494,738.24	12.69
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	1,000.00	53,141.83	-2,361.83	0.00	-2,361.83	0.00
500-510-4700-510	Interest Earned-Water/WW	125,000.00	19,410.64	180,175.48	-55,175.48	0.00	-55,175.48	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:	175,780.00	20,410.64	233,317.31	-57,537.31	0.00	-57,537.31	0.00
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	210.65	1,968.56	-1,968.56	0.00	-1,968.56	0.00
	R07 Sub Totals:	0.00	210.65	1,968.56	-1,968.56	0.00	-1,968.56	0.00
	Revenue Sub Totals:	4,074,821.00	364,951.98	3,639,588.63	435,232.37	0.00	435,232.37	10.68

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	315,399.00	21,012.83	280,859.10	34,539.90	0.00	34,539.90	10.95
500-510-5020-510	Water Admin Overtime	3,000.00	76.03	1,808.92	1,191.08	0.00	1,191.08	39.70
500-510-5170-510	Water Admin Social Security	24,128.00	1,534.80	20,434.57	3,693.43	0.00	3,693.43	15.31
500-510-5180-510	Water Admin Retirement	15,770.00	1,054.46	14,087.00	1,683.00	0.00	1,683.00	10.67
500-510-5185-510	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-5190-510	Water Admin Health Insurance	49,093.00	3,352.92	42,372.45	6,720.55	0.00	6,720.55	13.69
500-510-5210-510	Water Admin Workers Comp.	13,815.00	0.00	13,295.30	519.70	0.00	519.70	3.76
500-510-5360-510	Water Admin Member/Train/Trvl	8,284.00	0.00	5,816.28	2,467.72	0.00	2,467.72	29.79
	E10 Sub Totals:	429,489.00	27,031.04	378,673.62	50,815.38	0.00	50,815.38	11.83
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	97,407.00	590.62	72,499.07	24,907.93	1,500.00	23,407.93	24.03
500-510-5270-510	Water Admin Credit Card Fees	41,000.00	6,312.25	59,971.95	-18,971.95	0.00	-18,971.95	0.00
500-510-5273-510	Collection Agency Charges	2,000.00	95.42	594.71	1,405.29	0.00	1,405.29	70.26
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	457.13	542.87	0.00	542.87	54.29
500-510-5590-510	Water Admin General Supplies	58,140.00	794.98	49,030.46	9,109.54	0.00	9,109.54	15.67
500-510-5700-510	Water Admin Comp., Software	2,916.00	0.00	1,226.36	1,689.64	0.00	1,689.64	57.94
500-510-6260-510	Trash Service Paid	545,832.00	54,273.91	513,425.53	32,406.47	0.00	32,406.47	5.94
500-510-6350-510	Water Admin Phones	5,040.00	0.00	3,705.46	1,334.54	0.00	1,334.54	26.48
	E20 Sub Totals:	753,935.00	62,067.18	701,010.67	52,924.33	1,500.00	51,424.33	6.82
E30	CAPITAL OUTLAY							
500-510-5790-510	Water Admin Capital Purchase	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E30 Sub Totals:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	Expense Sub Totals:	1,188,424.00	89,098.22	1,079,684.29	108,739.71	1,500.00	107,239.71	9.02
	Dept 510 Sub Totals:	-2,886,397.00	-275,853.76	-2,559,904.34	-326,492.66	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	11,420.47	123,991.45	6,008.55	0.00	6,008.55	4.62
500-530-3610-531	Water Taps	58,000.00	1,790.00	61,629.86	-3,629.86	0.00	-3,629.86	0.00
	R04 Sub Totals:	188,000.00	13,210.47	185,621.31	2,378.69	0.00	2,378.69	1.27
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-4820-530	Sale of Property	0.00	0.00	24,262.00	-24,262.00	0.00	-24,262.00	0.00
	R06 Sub Totals:	0.00	0.00	24,262.00	-24,262.00	0.00	-24,262.00	0.00
R07	OTHER INCOME							
500-530-4800-530	D&M Miscellaneous	4,576.00	0.00	4,576.84	-0.84	0.00	-0.84	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:	4,576.00	0.00	4,576.84	-0.84	0.00	-0.84	0.00
	Revenue Sub Totals:	192,576.00	13,210.47	214,460.15	-21,884.15	0.00	-21,884.15	0.00
E02	DEPRECIATION EXPENSE							
500-530-5990-530	Depreciation	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
	E02 Sub Totals:	220,000.00	0.00	0.00	220,000.00	0.00	220,000.00	100.00
E10	PERSONNEL							
500-530-5010-530	Water Distribution Salaries	380,656.00	27,906.80	314,604.95	66,051.05	0.00	66,051.05	17.35
500-530-5010-531	Meter Read/Mtnce. Salaries	120,757.00	6,802.94	98,513.19	22,243.81	0.00	22,243.81	18.42
500-530-5020-530	Water Distribution Overtime	25,000.00	1,659.06	21,488.54	3,511.46	0.00	3,511.46	14.05
500-530-5020-531	Meter Reading Overtime	8,000.00	51.11	5,730.52	2,269.48	0.00	2,269.48	28.37
500-530-5030-531	Meter Program Part Time	22,620.00	0.00	7,016.25	15,603.75	0.00	15,603.75	68.98
500-530-5070-530	Availability Allowance	1,800.00	120.00	1,395.00	405.00	0.00	405.00	22.50
500-530-5070-531	Availability Allowance	1,080.00	60.00	660.00	420.00	0.00	420.00	38.89
500-530-5170-530	Water Distribution Soc'l Sec.	30,804.00	2,255.07	25,630.97	5,173.03	0.00	5,173.03	16.79
500-530-5170-531	Meter Program Social Security	11,504.00	523.62	8,492.48	3,011.52	0.00	3,011.52	26.18
500-530-5180-530	Water Distribution Retirement	20,133.00	1,219.01	13,204.24	6,928.76	0.00	6,928.76	34.41
500-530-5180-531	Meter Program Retirement	6,388.00	345.70	4,312.18	2,075.82	0.00	2,075.82	32.50
500-530-5185-530	Pension Expense	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
500-530-5190-530	Water Distribution Health Ins.	67,975.00	5,361.48	53,019.08	14,955.92	0.00	14,955.92	22.00
500-530-5190-531	Meter Prog Health Insurance	22,659.00	1,191.44	17,871.60	4,787.40	0.00	4,787.40	21.13
500-530-5210-530	Water Distribution Work Comp	17,637.00	0.00	16,152.30	1,484.70	0.00	1,484.70	8.42
500-530-5210-531	Meter Program Workers Comp.	6,587.00	0.00	5,335.50	1,251.50	0.00	1,251.50	19.00
500-530-5360-530	Water Distrib. Mem/Train/Trvl	5,000.00	0.00	2,792.15	2,207.85	0.00	2,207.85	44.16
500-530-5380-530	Water Distribution Uniforms	5,895.00	0.00	4,096.52	1,798.48	0.00	1,798.48	30.51
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	47,496.23	601,649.35	194,720.65	0.00	194,720.65	24.45
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	34,620.00	423.70	12,493.65	22,126.35	0.00	22,126.35	63.91
500-530-5300-530	Water Distribution Ins & Bonds	13,225.00	0.00	13,048.37	176.63	0.00	176.63	1.34
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	137,393.00	0.00	101,565.43	35,827.57	29,393.00	6,434.57	4.68
500-530-5330-530	Water Distribution Equip Maint	42,000.00	5,139.68	36,919.65	5,080.35	4,749.36	330.99	0.79
500-530-5330-531	Meter Program Equipment Maint.	26,250.00	0.72	12,145.16	14,104.84	0.00	14,104.84	53.73
500-530-5530-530	Water Distribution Fuels	36,750.00	1,897.36	24,307.77	12,442.23	0.00	12,442.23	33.86

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-5530-531	Meter Program Fuels/Lubricants	7,350.00	460.27	3,447.16	3,902.84	0.00	3,902.84	53.10
500-530-5590-530	Water Distrib. Gen Supplies	4,200.00	199.95	2,158.79	2,041.21	0.00	2,041.21	48.60
500-530-5590-531	Meter Program General Supplies	1,575.00	213.12	2,971.96	-1,396.96	0.00	-1,396.96	0.00
500-530-5620-530	Water Distribution Line Repair	115,236.00	6,191.49	68,350.60	46,885.40	12,069.18	34,816.22	30.21
500-530-5650-531	Meter Program Meter Sets	34,285.00	0.00	42,862.20	-8,577.20	20,715.00	-29,292.20	0.00
500-530-5700-530	Water Distrib. Comp., Software	2,954.00	0.00	643.43	2,310.57	0.00	2,310.57	78.22
500-530-5700-531	Meter Reading Comp/Software	2,146.00	0.00	248.25	1,897.75	0.00	1,897.75	88.43
500-530-6300-530	Water Distribution Electricity	6,372.00	1,247.23	3,920.77	2,451.23	0.00	2,451.23	38.47
500-530-6310-530	Water Distrib. Heating Fuels	2,106.00	53.18	2,810.29	-704.29	0.00	-704.29	0.00
500-530-6350-530	Water Dist Telephones	5,670.00	261.12	5,005.73	664.27	0.00	664.27	11.72
500-530-6390-530	Water Distribution Minor Equip	6,300.00	147.87	2,605.38	3,694.62	0.00	3,694.62	58.64
	E20 Sub Totals:	478,432.00	16,235.69	335,504.59	142,927.41	66,926.54	76,000.87	15.89
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	227,424.00	130.87	173,841.90	53,582.10	11,339.16	42,242.94	18.57
500-530-5790-531	Meter Program Capital Equip	52,221.00	266.74	50,669.32	1,551.68	0.00	1,551.68	2.97
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:	279,645.00	397.61	224,511.22	55,133.78	11,339.16	43,794.62	15.66
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:	1,774,447.00	64,129.53	1,161,665.16	612,781.84	78,265.70	534,516.14	30.12
	Dept 530 Sub Totals:	1,581,871.00	50,919.06	947,205.01	634,665.99	78,265.70		
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	8,644.47	92,595.33	-10,595.33	0.00	-10,595.33	0.00
500-610-3590-610	Billings to Customers WW	3,102,194.00	223,430.73	2,311,063.75	791,130.25	0.00	791,130.25	25.50
500-610-3610-610	Sewer Saddle Charges	3,000.00	100.00	725.00	2,275.00	0.00	2,275.00	75.83
	R04 Sub Totals:	3,187,194.00	232,175.20	2,404,384.08	782,809.92	0.00	782,809.92	24.56
R06	REVENUE FROM USE OF ASSET							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	11,885.00	-11,885.00	0.00	-11,885.00	0.00
	R06 Sub Totals:	0.00	0.00	17,282.61	-17,282.61	0.00	-17,282.61	0.00
R07	OTHER INCOME							
500-610-4800-520	Filtration Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4800-610	Wastewater Misc. Revenue	0.00	0.00	163.20	-163.20	0.00	-163.20	0.00
	R07 Sub Totals:	0.00	0.00	163.20	-163.20	0.00	-163.20	0.00
	Revenue Sub Totals:	3,187,194.00	232,175.20	2,421,829.89	765,364.11	0.00	765,364.11	24.01
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	8,891.74	808.26	0.00	808.26	8.33
500-610-5260-520	Water Plant Prof. Services	19,650.00	40.00	6,285.53	13,364.47	9,918.00	3,446.47	17.54
500-610-5260-610	Wastewater Prof. Services	33,766.00	4,415.59	32,368.61	1,397.39	378.30	1,019.09	3.02
500-610-5300-520	Water Plant Insurance & Bonds	84,786.00	0.00	77,193.83	7,592.17	0.00	7,592.17	8.95
500-610-5300-610	Wastewater Insurance & Bonds	51,960.00	0.00	52,567.55	-607.55	0.00	-607.55	0.00
500-610-5320-520	Water Plant Facility Maint.	15,000.00	0.00	8,305.50	6,694.50	0.00	6,694.50	44.63
500-610-5320-610	Wastewater Facility Maint.	20,000.00	6,350.00	9,798.00	10,202.00	9,750.00	452.00	2.26
500-610-5330-520	Water Plant Equipment Maint.	11,242.00	0.00	12,546.68	-1,304.68	0.00	-1,304.68	0.00
500-610-5330-610	Wastewater Equipment Maint.	82,500.00	8,885.11	72,260.16	10,239.84	1,214.64	9,025.20	10.94
500-610-5530-520	Water Plant Fuels/Lubricants	1,200.00	111.23	1,425.44	-225.44	0.00	-225.44	0.00
500-610-5530-610	Wastewater Fuels/Lubricants	23,352.00	1,657.71	17,116.79	6,235.21	0.00	6,235.21	26.70
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	0.00	96.90	428.10	0.00	428.10	81.54
500-610-5620-610	Wastewater Line Repair	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
500-610-5700-520	Filtration Comp., Software	196.00	0.00	0.00	196.00	0.00	196.00	100.00
500-610-5700-610	Wastewater Comp., Software	196.00	0.00	208.27	-12.27	0.00	-12.27	0.00
500-610-5800-520	Alliance Contract	282,852.00	22,263.31	257,517.20	25,334.80	0.00	25,334.80	8.96
500-610-5800-610	Alliance Contract	930,768.00	74,533.69	862,122.80	68,645.20	0.00	68,645.20	7.38
500-610-6300-520	Filtration Electricity	346,578.00	32,001.14	269,371.72	77,206.28	0.00	77,206.28	22.28
500-610-6300-610	Wastewater Electricity	259,109.00	25,331.74	177,743.67	81,365.33	0.00	81,365.33	31.40
500-610-6310-520	Filtration Heating Fuels	9,905.00	132.97	10,207.08	-302.08	0.00	-302.08	0.00
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-6350-520	Filtration Phones	10,521.00	628.59	8,696.11	1,824.89	0.00	1,824.89	17.35
500-610-6350-610	Wastewater Phones	9,765.00	27.44	6,741.56	3,023.44	0.00	3,023.44	30.96
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,214,121.00	177,186.86	1,893,569.53	320,551.47	21,260.94	299,290.53	13.52
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	-2.00	158,929.70	173,632.30	5,997.00	167,635.30	50.41
500-610-5790-610	WW Capital Equipment	537,437.00	0.00	359,592.25	177,844.75	74,128.73	103,716.02	19.30
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	-2.00	537,886.00	1,473,367.00	232,803.67	1,240,563.33	61.68
	Expense Sub Totals:	4,825,374.00	177,184.86	2,431,455.53	2,393,918.47	254,064.61	2,139,853.86	44.35
	Dept 610 Sub Totals:	1,638,180.00	-54,990.34	9,625.64	1,628,554.36	254,064.61		
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	6,406.60	28,084.51	4,162.49	0.00	4,162.49	12.91
500-640-5920-648	2011 Water Imprp Interest Exp.	74,376.00	15,717.48	66,867.30	7,508.70	0.00	7,508.70	10.10
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	11,774.76	-1,096.76	0.00	-1,096.76	0.00
500-640-5930-648	2011 Water Impr. Adm Fees	24,628.00	0.00	25,975.04	-1,347.04	0.00	-1,347.04	0.00
	E50 Sub Totals:	141,929.00	22,124.08	132,701.61	9,227.39	0.00	9,227.39	6.50
	Expense Sub Totals:	141,929.00	22,124.08	132,701.61	9,227.39	0.00	9,227.39	6.50
	Dept 640 Sub Totals:	141,929.00	22,124.08	132,701.61	9,227.39	0.00		
	Fund Revenue Sub Totals:	10,430,669.00	832,734.65	8,455,308.34	1,975,360.66	0.00	1,975,360.66	18.94

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 680		CDBG Public Service Pass Through							
Dept 680-000		Non-Departmental							
R03		INTER-GOVERNMENTAL							
680-000-2099-000		CDBG transfer fm	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 680-610									
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	2,924.11	-224.11	0.00	-224.11	0.00
700-700-4700-700		Int. Earned-Abbott Brothers Fd	75.00	163.78	1,445.20	-1,370.20	0.00	-1,370.20	0.00
		R06 Sub Totals:	2,775.00	163.78	4,369.31	-1,594.31	0.00	-1,594.31	0.00
R07		OTHER INCOME							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
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	163.78	6,683.31	-3,908.31	0.00	-3,908.31	0.00
E20	OPERATING COSTS							
700-700-5300-700	Insurance and Bonds	200.00	0.00	634.00	-434.00	0.00	-434.00	0.00
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	787.00	-429.00	0.00	-429.00	0.00
	Expense Sub Totals:	358.00	0.00	787.00	-429.00	0.00	-429.00	0.00
	Dept 700 Sub Totals:	-2,417.00	-163.78	-5,896.31	3,479.31	0.00		
	Fund Revenue Sub Totals:	2,775.00	163.78	6,683.31	-3,908.31	0.00	-3,908.31	0.00
	Fund Expense Sub Totals:	358.00	0.00	787.00	-429.00	0.00	-429.00	0.00
	Fund 700 Sub Totals:	-2,417.00	-163.78	-5,896.31	3,479.31	0.00		
Fund 710	Morse Park Trust							
Dept 710-710	REVENUE FROM USE OF ASSET							
R06	Interest Earned-Morse Park Fd	13.00	12.16	111.26	-98.26	0.00	-98.26	0.00
710-710-4700-710	R06 Sub Totals:	13.00	12.16	111.26	-98.26	0.00	-98.26	0.00
	Revenue Sub Totals:	13.00	12.16	111.26	-98.26	0.00	-98.26	0.00
	Dept 710 Sub Totals:	-13.00	-12.16	-111.26	98.26	0.00		
	Fund Revenue Sub Totals:	13.00	12.16	111.26	-98.26	0.00	-98.26	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	-12.16	-111.26	98.26	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	5,188.37	471.63	0.00	471.63	8.33
800-000-3220-000	Transfer to 2012A&B Fund	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
800-000-3285-000	Trns to Capital Improvement	596,036.00	3,973.87	265,929.41	330,106.59	0.00	330,106.59	55.38
	E90 Sub Totals:	601,696.00	4,445.54	271,117.78	330,578.22	0.00	330,578.22	54.94
	Expense Sub Totals:	601,696.00	4,445.54	271,117.78	330,578.22	0.00	330,578.22	54.94
	Dept 000 Sub Totals:	601,696.00	4,445.54	271,117.78	330,578.22	0.00		
Dept 800-800	Street Dept							
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	1,018,758.00	99,036.02	1,118,986.98	-100,228.98	0.00	-100,228.98	0.00
800-800-4090-800	Vehicle Sales Tax	85,000.00	15,057.23	127,362.16	-42,362.16	0.00	-42,362.16	0.00
800-800-4130-800	Sanitation Enforcement	15,800.00	3,206.98	11,895.06	3,904.94	0.00	3,904.94	24.71
800-800-4280-800	Gasoline Tax	318,150.00	39,960.34	425,296.37	-107,146.37	0.00	-107,146.37	0.00
	R01 Sub Totals:	1,437,708.00	157,260.57	1,683,540.57	-245,832.57	0.00	-245,832.57	0.00
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	54,540.00	5,539.86	51,276.04	3,263.96	0.00	3,263.96	5.98
	R02 Sub Totals:	54,540.00	5,539.86	51,276.04	3,263.96	0.00	3,263.96	5.98
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	7,025.32	68,166.39	-64,166.39	0.00	-64,166.39	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	7,025.32	80,826.39	-76,826.39	0.00	-76,826.39	0.00
R07	OTHER INCOME							
800-800-4800-800	Street Department Misc.	349,425.00	0.00	350,775.25	-1,350.25	0.00	-1,350.25	0.00
	R07 Sub Totals:	349,425.00	0.00	350,775.25	-1,350.25	0.00	-1,350.25	0.00
	Revenue Sub Totals:	1,845,673.00	169,825.75	2,166,418.25	-320,745.25	0.00	-320,745.25	0.00
E10	PERSONNEL							
800-800-5010-800	Street Salaries	394,769.00	29,562.12	353,395.57	41,373.43	0.00	41,373.43	10.48
800-800-5020-800	Street Overtime	18,000.00	731.24	14,679.26	3,320.74	0.00	3,320.74	18.45
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	1,320.00	120.00	0.00	120.00	8.33
800-800-5170-800	Street Social Security	32,342.00	2,298.87	27,735.82	4,606.18	0.00	4,606.18	14.24
800-800-5180-800	Street Retirement	20,539.00	1,403.96	17,310.88	3,228.12	0.00	3,228.12	15.72
800-800-5190-800	Street Health Insurance	67,975.00	5,437.94	53,890.42	14,084.58	0.00	14,084.58	20.72
800-800-5210-800	Street Workers Compensation	18,518.00	0.00	15,891.71	2,626.29	0.00	2,626.29	14.18

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-5360-800	Street Member/Training/Travel	1,540.00	0.00	884.64	655.36	0.00	655.36	42.56
800-800-5380-800	Street Uniforms	5,240.00	0.00	3,514.65	1,725.35	0.00	1,725.35	32.93
	E10 Sub Totals:	572,363.00	39,554.13	488,622.95	83,740.05	0.00	83,740.05	14.63
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	2,743.02	21,774.47	-407.47	0.00	-407.47	0.00
800-800-5300-800	Street Insurance & Bonds	8,691.00	0.00	8,007.18	683.82	0.00	683.82	7.87
800-800-5320-800	Street Facility Maintenance	10,000.00	20.70	4,776.82	5,223.18	0.00	5,223.18	52.23
800-800-5330-800	Street Equipment Maintenance	52,500.00	3,072.56	58,262.49	-5,762.49	0.00	-5,762.49	0.00
800-800-5530-800	Street Fuels/Lubricants	42,000.00	1,694.24	33,960.39	8,039.61	0.00	8,039.61	19.14
800-800-5580-800	Street Maintenance Materials	80,000.00	2,084.99	36,281.64	43,718.36	0.00	43,718.36	54.65
800-800-5590-800	Street General Supplies	3,675.00	130.04	2,091.41	1,583.59	0.00	1,583.59	43.09
800-800-5600-800	Street Signs and Markings	31,500.00	1,646.98	12,290.31	19,209.69	0.00	19,209.69	60.98
800-800-5700-800	Street Computers, Software	3,755.00	0.00	1,633.77	2,121.23	0.00	2,121.23	56.49
800-800-6300-800	Street Electricity	6,372.00	1,247.24	16,728.31	-10,356.31	0.00	-10,356.31	0.00
800-800-6310-800	Street Heating Fuels	2,782.00	53.18	2,810.26	-28.26	0.00	-28.26	0.00
800-800-6340-800	Street Lights	164,877.00	13,708.75	150,133.59	14,743.41	0.00	14,743.41	8.94
800-800-6350-800	Street Phones	5,103.00	232.50	4,949.17	153.83	0.00	153.83	3.01
800-800-6390-800	Street Minor Equipment	4,725.00	18.01	926.69	3,798.31	0.00	3,798.31	80.39
	E20 Sub Totals:	537,347.00	26,652.21	379,765.14	157,581.86	0.00	157,581.86	29.33
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	1,167,864.00	0.00	942,499.29	225,364.71	0.00	225,364.71	19.30
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	942,499.29	225,364.71	0.00	225,364.71	19.30
	Expense Sub Totals:	2,277,574.00	66,206.34	1,810,887.38	466,686.62	0.00	466,686.62	20.49
	Dept 800 Sub Totals:	431,901.00	-103,619.41	-355,530.87	787,431.87	0.00		
	Fund Revenue Sub Totals:	1,845,673.00	169,825.75	2,166,418.25	-320,745.25	0.00	-320,745.25	0.00
	Fund Expense Sub Totals:	2,879,270.00	70,651.88	2,082,005.16	797,264.84	0.00	797,264.84	27.69
	Fund 800 Sub Totals:	1,033,597.00	-99,173.87	-84,413.09	1,118,010.09	0.00		
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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
833-833-4700-833	Interest Earned-TDD Mtce	0.00	1.49	3,285.08	-3,285.08	0.00	-3,285.08	0.00
	R06 Sub Totals:	0.00	1.49	3,285.08	-3,285.08	0.00	-3,285.08	0.00
	Revenue Sub Totals:	24,025.00	1.49	32,277.06	-8,252.06	0.00	-8,252.06	0.00
E20	OPERATING COSTS							
833-833-5320-833	TDD Street Maintenance	0.00	0.00	148,750.67	-148,750.67	0.00	-148,750.67	0.00
	E20 Sub Totals:	0.00	0.00	148,750.67	-148,750.67	0.00	-148,750.67	0.00
	Expense Sub Totals:	0.00	0.00	148,750.67	-148,750.67	0.00	-148,750.67	0.00
	Dept 833 Sub Totals:	-24,025.00	-1.49	116,473.61	-140,498.61	0.00		
	Fund Revenue Sub Totals:	24,025.00	1.49	32,277.06	-8,252.06	0.00	-8,252.06	0.00
	Fund Expense Sub Totals:	0.00	0.00	148,750.67	-148,750.67	0.00	-148,750.67	0.00
	Fund 833 Sub Totals:	-24,025.00	-1.49	116,473.61	-140,498.61	0.00		
Fund 900	Street/Bridge Sales Tax							
Dept 900-000	Non-Departmental							
E55	DEBT SERVICE - PRINCIPLE							
900-000-3273-000	Transfer to 2013 SpObl Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
900-000-3221-000	Transfer to 2021 Series DS	233,903.00	6,125.00	249,600.00	-15,697.00	0.00	-15,697.00	0.00
	E90 Sub Totals:	233,903.00	6,125.00	249,600.00	-15,697.00	0.00	-15,697.00	0.00
	Expense Sub Totals:	233,903.00	6,125.00	249,600.00	-15,697.00	0.00	-15,697.00	0.00
	Dept 000 Sub Totals:	233,903.00	6,125.00	249,600.00	-15,697.00	0.00		
Dept 900-900								
R01	TAXES							
900-900-4030-900	Street/Bridge Sales Tax	339,502.00	33,012.08	372,913.23	-33,411.23	0.00	-33,411.23	0.00
	R01 Sub Totals:	339,502.00	33,012.08	372,913.23	-33,411.23	0.00	-33,411.23	0.00
R06	REVENUE FROM USE OF ASSET							
900-900-4700-900	Interest Earned-Street Bridge	0.00	3,273.98	28,511.56	-28,511.56	0.00	-28,511.56	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30 900-900-5800-900	R06 Sub Totals:	0.00	3,273.98	28,511.56	-28,511.56	0.00	-28,511.56	0.00
	Revenue Sub Totals:	339,502.00	36,286.06	401,424.79	-61,922.79	0.00	-61,922.79	0.00
	CAPITAL OUTLAY Street/Bridge Contract	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:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 900 Sub Totals:	-339,502.00	-36,286.06	-401,424.79	61,922.79	0.00		
	Fund Revenue Sub Totals:	339,502.00	36,286.06	401,424.79	-61,922.79	0.00	-61,922.79	0.00
	Fund Expense Sub Totals:	233,903.00	6,125.00	249,600.00	-15,697.00	0.00	-15,697.00	0.00
	Fund 900 Sub Totals:	-105,599.00	-30,161.06	-151,824.79	46,225.79	0.00		
	Revenue Totals:	51,085,531.00	3,812,686.24	33,992,024.28	17,093,506.72	0.00	17,093,506.72	33.46
Expense Totals:		55,353,973.01	2,795,198.12	30,925,096.21	24,428,876.80	3,504,767.78	20,924,109.02	37.80
Report Totals:		4,268,442.01	-1,017,488.12	-3,066,928.07	7,335,370.08	3,504,767.78		

General Ledger

Fund Balance

31-Aug-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	\$ 9,101,122.65	\$ 8,431,806.26	\$ 10,574,597.24
120	Police Grants	10,338.47	\$ 2,309.97	\$ 4,619.93	\$ 8,028.51
124	Shop With a Cop	3,850.85	\$ 15,614.49	\$ 17,067.09	\$ 2,398.25
130	Fire Sales Tax	603,538.11	\$ 2,344,889.16	\$ 2,149,212.30	\$ 799,214.97
170	Drainage Sales Tax	1,399,634.46	\$ 2,363,847.17	\$ 2,147,914.86	\$ 1,615,566.77
175	Senior Center Sales Tax	234,238.89	\$ 193,539.77	\$ 123,174.77	\$ 304,603.89
180	Parks Sales Tax	690,071.29	\$ 820,301.75	\$ 830,186.24	\$ 680,186.80
195	Auditorium Sales Tax	1,132,454.26	\$ 626,006.49	\$ 639,484.33	\$ 1,118,976.42
212	2012 A&B	-	\$ -	\$ -	\$ -
213	2013 Series Spc Obl Bond	-	\$ -	\$ -	\$ -
214	2014 A&B Series	-	\$ -	\$ -	\$ -
216	2016 Series COPs	314,375.99	\$ 233,075.55	\$ 234,325.55	\$ 313,125.99
221	2021 Special Obligation Bonds	2,316.02	\$ 499,256.68	\$ 499,836.00	\$ 1,736.70
290	Employee Insurance	26,646.66	\$ 862,712.99	\$ 938,853.57	\$ (49,493.92)
300	Economic Development Sales Tax	154,516.19	\$ 5,028,158.18	\$ 4,533,788.83	\$ 648,885.54
310	Hotel/Motel Tax	293,042.49	\$ 111,003.31	\$ 121,302.07	\$ 282,743.73
450	Golf Course	573,079.82	\$ 727,963.11	\$ 849,667.99	\$ 451,374.94
500	Water/Wastewater	19,125,194.35	\$ 8,455,308.34	\$ 6,922,713.59	\$ 20,657,789.10
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	\$ 6,683.31	\$ 787.00	\$ 50,867.67
710	Morse Park Trust	3,666.12	\$ 111.26	\$ -	\$ 3,777.38
800	Street Department Sales Tax	2,291,569.81	\$ 2,166,418.25	\$ 2,082,005.16	\$ 2,375,982.90
833	TDD Maintenance	116,936.43	\$ 32,277.06	\$ 148,750.67	\$ 462.82
900	Street/Bridge Sales Tax	929,399.98	\$ 401,424.79	\$ 249,600.00	\$ 1,081,224.77
Grand Total		\$ 37,910,823.64	\$ 33,992,024.28	\$ (30,925,096.21)	\$ 40,977,751.71

City of Neosho
Bank Reconciliation - Investment Account
August 31, 2024

Bank:

Bank Balance	\$ 23,642,566.05
Credit Cards Online Deposit outstanding	2,284.30
Credit Cards Deposit outstanding	4,923.81
Deposit Outstanding	15,111.89
Reconciled Bank Balance	<u>\$ 23,664,886.05</u>

Book:

100-000-1200-000	General Fund Investment Acct	\$ 6,838,848.97
100-000-1202-000	Public Safety Sales Tax	\$ 1,709,525.71
100-000-1203-000	Cleaning Deposit Investmt Acct	\$ 2,362.98
100-000-1204-000	I.O.O.F. Trust	\$ 174,984.91
100-000-1215-000	ARPA Investment Account	\$ 522,012.24
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	\$ (322,630.37)
120-000-1200-000	Law Enforcement Investmnt Acct	\$ 8,028.51
124-000-1200-000	Shop With a Cop Investmnt Acct	\$ 1,361.18
124-000-1202-000	Halloween Bash Investment Acct	\$ 1,037.07
126-000-1200-000	D.A.R.E. Investment Account	\$ -
130-000-1200-000	Fire Dept Investment Account	\$ 661,203.04
170-000-1200-000	Drainage Investment Account	\$ 1,406,746.24
170-000-1204-000	Project Grant - Lime Kiln Dam	\$ 28,271.06
175-000-1200-000	Senior Center Investment Acct	\$ 266,786.48
175-000-1208-000	Senior Center Maintenance Reserve	\$ -
180-000-1200-000	Parks Investment Account	\$ 541,742.95
180-000-1205-000	SkatePark Donations	\$ -
180-000-1206-000	Park Fund Investmnt Acct	\$ -
195-000-1200-000	Auditorium Investment Account	\$ 1,008,935.54
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	\$ (2,500.00)
221-000-1200-000	2021 Series Investment Account	\$ 1,736.70
260-000-1200-000	2006 Bond Investment Account	\$ -
270-000-1200-000	2007 Bond Investment Account	\$ -
275-000-1200-000	STAR LOAN Investment Account	\$ -
280-000-1200-000	2010 Investment Account	\$ -
290-000-1200-000	Employee Ins. Investment Acct	\$ (45,840.51)
300-000-1200-000	Economic Devel Investment Acct	\$ 1,024,457.34
310-000-1200-000	Hotel/Motel Investment Account	\$ 320,368.73
310-000-1233-000	Investment Acct Motel Tax	\$ -
360-000-1200-000	TIF Sales Tax Investment Acct	\$ -
360-000-1201-000	TIF Real Estate Investmnt Acct	\$ -
450-000-1200-000	Golf Course Investment Account	\$ 67,111.97
450-000-1205-000	Golf Course Advertising	\$ 12,630.27
450-000-1209-000	Golf Course Replacement Reserve	\$ 84,413.81
500-000-1200-000	Water/WW Investment Acct	\$ 1,153,452.41
500-000-1206-000	Slip Lining Reserve	\$ 148,424.75
500-000-1207-000	Invest Acct Meter Deposit	\$ 68,051.54
500-000-1208-000	Main Replacement	\$ 979,155.00
500-000-1209-000	Meter Replacement Reserve	\$ 482,124.03
500-000-1210-000	Wastewater Rplcmt Reserve	\$ 1,263,680.97
500-000-1214-000	Water Replacement Reserve	\$ 1,933,904.99
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	\$ 50,867.67
710-000-1200-000	Morse Park Fund Investmnt Acct	\$ 3,777.38
800-000-1200-000	Street Fund Investment Account	\$ 2,182,017.77
833-000-1200-000	TDD Maintenance	\$ 462.82
900-000-1200-000	Street/Bridge Fd Investmt Acct	\$ 1,016,876.92
		<u>23,664,430.92</u>

Reconciling Items to be JE'd:

Interest Earned	
Interest transferred from Sweep to Investment July	(4.87)
License fee received August posted GL Sept	460.00

\$ 23,664,886.05
\$ -

City of Neosho
Bank Reconciliation - Master Account
August 31, 2024

Bank:

Bank Balance	\$	206,646.15
O/S Springbrook Checks		(147,412.40)

Reconciled Bank Balance	\$	59,233.75
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Book:

Description		\$	
100-000-1000-000	General Fund Master Account	\$	59,125.75
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 Srvce Pass Through	\$	-
700-000-1000-000	Abbott Brothers Master Account	\$	-
710-000-1000-000	Morse Park Fund Master Account	\$	-
800-000-1000-000	Street Fund Master Account	\$	-
900-000-1000-000	Street /Bridge Fd Master Acct	\$	-
		\$	59,233.75

Reconciling Items to be JE'd:

Reconciled Book Balance	\$	59,233.75
	\$	-

City of Neosho
Bank Reconciliation - Sweep Account
August 31, 2024

Bank:

Bank Balance	\$	1,504.87
O/S Springbrook Checks		-

Reconciled Bank Balance	\$	1,504.87
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Book:

Description		\$	
100-000-1006-000	General Fund Master Account	\$	1,500.00
120-000-1006-000	Law Enforcement Master Account	\$	-
124-000-1006-000	Shop With a Cop Master Account	\$	-
126-000-1006-000	D.A.R.E Master Account	\$	-
130-000-1006-000	Fire Dept Master Account	\$	-
170-000-1006-000	Drainage Master Account	\$	-
175-000-1006-000	Senior Center Master Account	\$	-
180-000-1006-000	Parks Master Account	\$	-
195-000-1006-000	Auditorium Master Account	\$	-
205-000-1006-000	Payroll Master Account	\$	-
212-000-1006-000	2012 A&B Master Account	\$	-
213-000-1006-000	2013 SERIES MASTER ACCOUNT	\$	-
214-000-1006-000	2014 Series Master Account	\$	-
216-000-1006-000	2016 Series Master Account	\$	-
230-000-1006-000	2003 COP Master Account	\$	-
260-000-1006-000	2006 A&B Master Account	\$	-
270-000-1006-000	2007 A&B Master Account	\$	-
275-000-1006-000	STAR LOAN Master Account	\$	-
280-000-1006-000	2010 Master Account	\$	-
290-000-1006-000	Employee Insurance Master Acct	\$	-
300-000-1006-000	Economic Develop. Master Acct	\$	-
310-000-1006-000	Hotel/Motel Master Account	\$	-
360-000-1006-000	TIF Master Account	\$	-
450-000-1006-000	Golf Course Master Account	\$	-
500-000-1006-000	Water/Wastewater Master Acct	\$	-
620-000-1006-000	Community Develop. Master Acct	\$	-
650-000-1006-000	FEMA DR-1961 Master Account	\$	-
651-000-1006-000	FEMA DR-1980 Master Account	\$	-
652-000-1006-000	Cash in Bank/Joplin Disaster	\$	-
653-000-1006-000	FEMA DR4250	\$	-
680-000-1006-000	CDBG Public Srvc Pass Through	\$	-
700-000-1006-000	Abbott Brothers Master Account	\$	-
710-000-1006-000	Morse Park Fund Master Account	\$	-
800-000-1006-000	Street Fund Master Account	\$	-
900-000-1006-000	Street /Bridge Fd Master Acct	\$	-
		\$	1,500.00

Reconciling Items to be JE'd:

Interest transferred to Investment		4.87
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Reconciled Book Balance	\$	1,504.87
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**Neosho Missouri
FY2024
1% Sales Tax**

	Actual Receipts								Monthly				
	2018	2019	2020	2021	2022	2023	5-year average	% of total by month	2024	Prior Year Variance	2024 Budget spread by monthly %	2024 Over Budget spread by month	% over budget
October	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	41,061.33	16.53%
November	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	49,192.65	24.72%
December	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	26,747.42	8.89%
January	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	56,022.90	24.38%
February	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	68,173.03	28.42%
March	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	(4,828.09)	-1.81%
April	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	(6,166.55)	-2.46%
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	206,853.87	0.0714	294,328.49	16.48%	\$ 220,813.09	73,515.40	33.29%
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	275,465.75	0.0951	284,673.29	-10.24%	\$ 294,055.15	(9,381.86)	-3.19%
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	274,761.81	0.0948	297,454.40	-2.85%	\$ 293,303.69	4,150.71	1.42%
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	232,598.27	0.0803	276,751.20	-7.80%	\$ 248,294.82	28,456.38	11.46%
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	281,818.06	0.0973	305,515.30	-1.60%	\$ 300,836.13	4,679.17	1.56%
	\$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%	\$ 3,424,071.50		\$ 3,092,449.00		
YTD Variance	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%			-3.31%		\$ 3,092,449.00 Budget YTD ↑ 10.72% YTD Budg Var ↑	10.72%	

Neosho Missouri
FY2024
1% Sales Tax

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	% Over/(Under) Prior Year	2024 Budget/12 Mo.	% Over/(Under) 2024 Budget
October	167,921.51	176,135.13	162,863.92	161,260.68	194,293.24	184,975.71	176,150.18	220,560.21	211,527.76	219,958.85	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	289,445.33	-11.87%	257,704.08	12.32%
November	82,773.36	133,442.89	140,440.19	128,397.72	156,247.12	160,775.59	158,380.23	176,674.54	165,362.92	150,258.73	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	-6.66%	257,704.08	-3.70%
December	254,373.23	200,481.99	184,955.01	194,424.10	237,447.30	199,491.51	187,161.58	195,370.78	231,689.54	204,307.40	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	8.09%	257,704.08	27.08%
January	151,509.57	191,573.98	172,799.96	154,478.98	185,954.27	163,624.43	157,995.53	225,965.01	184,266.19	237,579.81	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	-0.68%	257,704.08	10.91%
February	158,976.25	145,887.05	133,521.35	168,221.26	150,912.22	162,880.68	188,046.45	163,238.48	180,457.81	192,833.92	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90	6.06%	257,704.08	19.54%
March	198,640.60	200,787.51	178,854.88	141,137.17	209,903.08	206,310.88	175,722.20	212,134.80	253,960.93	202,291.40	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71	-11.99%	257,704.08	1.74%
April	195,597.47	169,349.48	180,807.24	195,733.98	205,182.31	200,282.11	187,452.19	210,118.21	216,941.00	220,818.46	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99	-13.22%	257,704.08	-5.25%
May	127,678.70	131,991.43	125,674.64	144,258.31	134,360.96	141,913.97	217,217.11	166,588.77	167,233.82	175,407.44	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49	16.48%	257,704.08	14.21%
June	208,407.14	216,997.72	207,086.42	209,842.16	241,016.68	216,929.95	183,002.38	225,204.65	266,237.00	206,337.97	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29	-10.24%	257,704.08	10.47%
July	203,814.86	164,245.75	198,392.33	222,624.83	198,047.75	210,907.15	240,874.42	261,163.17	219,443.69	282,704.20	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40	-2.85%	257,704.08	15.42%
August	132,154.50	107,627.08	126,970.44	151,415.55	121,394.12	128,487.20	144,321.00	147,130.97	168,229.06	186,845.06	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20	-7.80%	257,704.08	7.39%
September	251,021.67	224,580.39	219,163.08	281,842.92	237,599.31	249,227.41	219,375.57	270,281.92	261,057.85	202,776.77	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30	-1.60%	257,704.08	18.55%
	\$2,132,868.66	\$2,063,100.40	\$2,031,529.46	\$2,153,637.66	\$2,272,358.36	\$2,225,806.59	\$2,235,698.84	\$2,474,431.50	\$2,524,407.56	\$2,482,120.01	\$2,690,834.66	\$2,645,088.63	\$ 2,779,128.24	\$ 3,025,429.43	\$ 3,344,281.57	\$ 3,541,462.38	\$ 3,424,071.50		\$ 3,092,449.00	10.72%
YTD Variance	8.94%	-3.27%	-1.53%	6.01%	5.51%	-2.05%	0.44%	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%			

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	137,650.78	17.06%	128,852.08	6.83%
June	146,068.03	159,824.52	152,586.80	139,505.99	-8.57%	128,852.08	8.27%
July	136,400.20	141,861.49	146,668.42	138,845.19	-5.33%	128,852.08	7.76%
August	116,259.78	143,452.74	145,399.16	130,894.40	-9.98%	128,852.08	1.59%
September	138,586.81	151,978.14	150,701.09	144,128.44	-4.36%	128,852.08	11.86%
	\$ 1,214,622.53	\$ 1,604,786.60	\$ 1,694,442.55	\$1,630,355.33		\$ 1,546,225.00	
YTD Variance	100.00%	32.12%	5.59%	-3.78%			