

NOTICE OF OPEN MEETING

Posted 5:00 p.m., NOVEMBER 15, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, NOVEMBER 19, 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. November 5, 2024 Open Session Council Minutes
2. November 12, 2024 Special Session Minutes
3. Bill No. 2024-95: Agreement with CSG Forte for Online Payment Processing
4. Bill No. 2024-96: Request for Voluntary Annexation of 12891 Lynn Lane
5. Bill No. 2024-97: Request for Rezoning of 12891 Lynn Lane from R-1, First Dwelling House District, to C-3, Commercial Business District
6. Bill No. 2024-99: Authorizing a Contract with H.W. Lochner for Engineering of T-Hangar at the Neosho Hugh Robinson Airport
7. Amendments to Liberty Utility Contract

VISITOR'S BUSINESS

AWARDS AND PRESENTATION

1. Certification Presentation for Cheyenne Wright
2. Plaque Presentation

BIDS

1. Parks Picnic Tables and Benches
2. Extrication Tools Bid for the Fire Department
3. Surplus Vehicle Sale
4. Clarifier Skirting
5. City Hall Vehicle Bids
6. ARPA bids (Hatchery/Lower School Branch)

November 19, 2024 City Council Meeting

NEW BUSINESS

1. Bill No. 2024-100: Updated User Agency Agreement for Inquiry Access to the Missouri Uniform Law Enforcement System(MULES)
2. Bill No. 2024-101: 2025 Contract with the Newton County Central Dispatch
3. Bill No. 2024-102: Baxter Street Speed Limit
4. City Audit Services Engagement Letter

APPOINTMENTS AND VACANCIES

REPORT OF CITY OFFICERS

1. October Financial Report

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
October 15, 2024 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Carl Cobb, Mayor asked to excuse Carl Cobb from the meeting with no objections.

CITY OFFICERS PRESENT:

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

Mayor asked to excuse Carl Cobb from the meeting.

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilwoman Robinson made a motion to Approve the Consent Agenda; Councilwoman Humphrey seconded.

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Bill No. 2024-83

Bill No. 2024-84

Bill No. 2024-85

Bill No. 2024-86

Bill No. 2024-87

Bill No. 2024-88

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Bill No. 2024-89

Bill No. 2024-90

Roll call vote:

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

There was no one present to speak under Visitor's Business.

MIRMA GRANT AWARDS

Kelly Beets, MIRMA Representative, presented the city with four grants from MIRMA.

PRESENTATION OF AWARD

Krysti Muhic, Human Resources Director, SHRM Certification

Mayor Davidson and City Manager Kennedy presented Human Resources Director, Krysti Muhic, with her certification from SHRM.

CORRESPONDENCE

Thank you from Neosho School District Homecoming 2024

City Clerk Wright read the thank you from the Neosho School District in its entirety.

Thank you from Crowder Roughrider Rodeo

City Clerk Wright read the thank you from Crowder Roughrider Rodeo in its entirety.

BIDS

City Hall Exterior Renovations

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the bid received from Marion Group LLC (Construction Services Group (CSG) for the City Hall Renovations. Staff sent out multiple bids and posted the bids online for the renovation of City Hall. There was one bid received back from Construction Services Group (CSG) in the amount of \$385,000.00 and a voluntary alternate for caulking the joints where the sidewalk meets the building for an additional \$5,690.00.

Councilwoman Robinson made a motion to Approve the bid from Marion Group in the amount of \$390,690.00; Councilwoman Thomas seconded.

Roll call vote:

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

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No: None

Abstain: None Motion Passed.

City Hall HVAC

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the bid received from Satterlee Heating and Air for the replacement of the City Hall HVAC. Staff sent out multiple bids and posted the bids online for the HVAC System Replacement at City Hall. There were two bids received back from Satterlee Heating and Air in the amount of \$39,450.00 and one bid received from ACCI in the amount of \$47,500.00.

Councilwoman Humphrey made a motion to Approve the bid from Satterlee Heating and Air in the amount of \$39,450.00; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Lampo Building Flooring Refinish

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the bid received from Marion Construction Company dba Construction Services Group (CSG) for the Lampo Building Flooring. Staff sent out multiple bids and posted the bids online for the flooring at the Lampo Building. There was one bid received back from Construction Services Group (CSG) in the amount of \$36,928.00 and a voluntary alternate for providing and installing 6-inch cove base for an additional \$1,990.00. The budgeted amount for this project was \$ 20,000.00, staff will bring back a budget amendment for the remaining \$18,918.00 from the fund balance.

Councilman Collinsworth made a motion to Approve the bid from Marion Group LLC in the amount of \$38,918.00; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Aquatic Center Architect

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for moving forward with Water's Edge Aquatic Design to develop design concepts and budget estimates for a proposed recreational center for the City of Neosho. The city staff has been tasked with working to develop concepts and budgets for an aquatic park and recreational area in the City of Neosho and presenting this to the citizens in April 2025 for funding. After sending out a Request for Qualifications (RFQ) to multiple firms and posting the information on the city website, the city received only one response. Water's Edge Aquatic Designs is located in Kansas City, KS, meets the requirements of the RFQ and has been

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involved in many four-state area municipal recreational projects The firm has good references from area governments and builders.

Councilwoman Thomas made a motion to Approve the RFQ from Water's Edge Aquatic Designs for the future Aquatic Center; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Public Works Truck

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the purchase of a new 1-ton service truck for D&M. This purchase will replace a 2015 Ford 1-ton. We received two government concession bids for one (1) four-door diesel 1-ton four-wheel drive truck.

- Jimmy Michel Motors: F350 crew cab 4X4 Diesel \$72,115

- Superior Chevrolet: Chevrolet 3500 crew cab 4X4 \$60,273

Superior Chevrolet currently has the bid truck on their lot ready to be picked up.

Councilwoman Robinson made a motion to Approve the quote from Superior Chevrolet in the amount of \$60,273.00 for a 3500 Crew Cab 4x4; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Emergency Eyewash Stations

Alliance Water Resources Manager, Ken Brady, addressed the city council stating that the this agenda item is to seek council approval for the purchase of (3) Emergency Eyewash Stations/Shower for installation at the Water Filtration and two wells where chlorine is used as required by O.S.H.A. These emergency showers will be installed by staff. This item will be a budget amendment. Three quotes were received from vendors with the lowest quote coming from Core & Main in the amount of \$3,280.00 each for a total of \$9,840.00. Staff recommends approving the quote from Core & Main.

Councilwoman Humphrey made a motion to Approve the purchase of three eyewash stations from Core & Main in the amount of \$9,840.00; Councilwoman Robinson seconded.

Roll call vote:

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

No: None

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Abstain: None
Passed.

Online Payment Processor

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval to switch vendors for online payment processing. Staff sought quotes from vendors who are partners with Civic Plus Pay for a new online payment processor. Staff attempted contact with the three vendors who are partnered with Civic Plus Pay receiving pricing options from two of the vendors. Staff recommends the service fee pricing option with CSG Forte Payment Systems.

Councilman Collinsworth made a motion to Approve the quote from CSG Forte Payment Systems for the online payment processor; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

PUBLIC HEARINGS

Public Hearing for the Annexation of 12891 Lynn Lane

Mayor Davidson opened the public hearing for the annexation of 12891 Lynn Lane at 7:25 p.m.

There was no one present to speak before the council.

Mayor Davidson closed the public hearing for the annexation of 12891 Lynn Lane at 7:25 p.m.

NEW BUSINESS

Bill No. 2024-91: Surplus of Police Vehicles

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

Attorney Snyder read Bill No. 2024-91 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-91; Councilwoman Humphrey seconded.

Police Chief Baird addressed the city council stating that the purpose of this item is to seek approval for surplus the two police vehicles listed below:

2019 Dodge Charger VIN: 2C3CDXKT6KH600901

2014 Dodge Charger VIN: 2C3CDXKT3EH358072

These vehicles will be put up for sealed bid or trade-in, whichever is highest.

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Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-92: Amending Code Section 215.195 Fireworks_School Events

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. 2024-92 in title only.

Mayor Davidson made a motion to Approve and Discuss Bill No. 2024-92; Councilman Collinsworth seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for amending the fireworks code to allow the city manager to approve Neosho School District using fireworks during school events, such as homecoming and graduation.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-93: Amending Code Section 210.240 Exemption for Rabies Vaccination

AN ORDINANCE of the City of Neosho amending Chapter 210 Animals and Fowl, Article III Registration and Licenses by repealing and replacing Section 210.240 Vaccination Certificate to be Presented Prior to License Issuance—Relationship Between Date of Vaccination and Date of License Issuance, of the Code of Ordinances to allow an exemption if medically certified by veterinarian.

Attorney Snyder read Bill No. 2024-93 in title only.

Mayor Davidson made a motion to Approve and Discuss Bill No. 2024-93; Councilman Workman seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for amending the animal tag code to allow for an exemption on rabies vaccinations. A citizen came to us and informed us that their animal had the first rabies vaccination and was found to be allergic to it and their veterinarian gave them an exemption certificate for the rabies vaccination. This will allow the city manager or their designee to approve the pet licensing with the proper paperwork.

Roll call vote:

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

No: None

Abstain: None Motion Passed.

Bill No. 2024-94: Agreement with Water's Edge for Aquatic Design

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement by and between the City of Neosho and Waters Edge Aquatic Design, LLC, a Missouri foreign limited liability company for the purpose of providing planning design and construction engineering for the Neosho Aquatic Project and Park Development; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-94 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-94; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the agreement with Water's Edge for the Neosho aquatic design.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No 2024-57: Golf Course Bank Account Signatories

A RESOLUTION of the City of Neosho, Missouri, designating new signatories on City of Neosho checking accounts held at First Community Bank for use of the Neosho Golf Course.

Attorney Snyder read Resolution Bill No. 2024-57 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Resolution Bill No. 2024-57; Councilman Workman seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval for adding a signature to the golf course bank account.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-58: Destruction of Records

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A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, NOTIFYING THE COUNCIL OF THE DESTRUCTION OF CITY RECORDS.

Attorney Snyder read Resolution Bill No. 2024-58 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Resolution Bill No. 2024-58; Councilman Workman seconded.

City Clerk Wright addressed the city council stating that the purpose of this item is to seek approval for the destruction of records. The records included in this resolution include municipal court records and city records that have met retention requirements per the Missouri Secretary of State's office. Wright stated that she has been cleaning up the record vaults and found many duplicate records. However, one copy of each record has been kept either via Laserfische or a hard copy.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-59: Contract with Marion Company LLC for Renovation of City Hall Exterior

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 renovations at the Neosho City Hall building for the not to exceed price of Three Hundred Ninety Thousand Six Hundred Ninety & 00/100 Dollars (\$390,690.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-59 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2024-59; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the contract with Marion Company LLC for the renovations of City Hall exterior.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-60: Contract with Marion Company LLC for Refinishing Lampo Building Flooring

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 to install epoxy floor

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covering improvements and cove base for the Neosho Lampo Center for the not to exceed price of Thirty-Eight Thousand Nine Hundred Eighteen & 00/100 Dollars (\$38,918.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-60 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Resolution Bill No. 2024-60; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the contract with Marion Company LLC for refinishing the floor at the Lampo Building.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-61: Contract with Satterlee Heating and Air for City Hall HVAC Replacement

A RESOLUTION of the City of Neosho, Missouri, approving an agreement with The Satterlee Plumbing, Heating and Air Conditioning Company, a Missouri Corporation, for the purpose of providing construction services to install a replacement air conditioning system for the not to exceed price of Thirty-Nine Thousand Four Hundred Fifty & 00/100 Dollars (\$39,450.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-61 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Resolution Bill No. 2024-61; Councilwoman Robinson seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the contract with Satterlee Heating and Air for the City Hall HVAC replacement.

Roll call vote:

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

No: None

Abstain: None

Passed.

Maxim Golf Updates and Discussion on Golf Course

Bryan Minnis, Maxim Golf Management Company, was present to speak to the council. Mr. Minnis suggested changing the direction of the Golf Course Board into more of an active role instead of an advisory role. We would like to see this board doing fundraising for a golf tournament and the proceeds would go back to the course for improvements. Mr. Minnis stated that he has seen other cities go in this direction and helped in funding golf improvement projects. This would be to keep the Kermit Lewis Tournament alive.

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Dan Tice, Chairman of the Golf Course Board, addressed the council regarding Kermit Lewis and what this tournament is about. Kermit Lewis was from the Neosho area and played at the golf course and worked at the Neosho YMCA.

By a consensus of council to work with Maxim Golf and the Golf Course Board to reformat the board code to make the necessary changes needed for the changes requested.

APPOINTMENTS AND VACANCIES

Airport Industrial Development Board

1. Elizabeth Franklin Request for Reappointment

Mayor Davidson made a motion to Approve the reappointment of Elizabeth Franklin to the Airport Industrial Development Board; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

September Financial Report

Finance Director Forest presented the September Financials.

Councilman Collinsworth exited the meeting at 7:57 p.m.

Update on Fall Festival

Public Information Officer, Jessica Johnson, addressed the city council and updated them on the fall festival. Johnson also informed council on the Halloween Bash that will be put on by the Police Department along with other First Responders.

Councilman Collinsworth re-entered the meeting at 7:59 p.m.

ADJOURN

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

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

Roll call vote:

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

Mayor Davidson adjourned the October 15, 2024 Council Meeting at 8:00 p.m.

APPROVED

NEOSHO CITY COUNCIL

Mayor

ATTEST

City Clerk

MINUTES
NEOSHO CITY COUNCIL
November 12, 2024 - 10:00 AM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor Pro Tempore Robinson called the meeting to order at 10 a.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

COUNCIL ABSENT:

Charles Collinsworth, Richard Davidson were absent.

CITY OFFICERS PRESENT:

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

UNFINISHED BUSINESS

Bill No. 2024-98: Approving a Real Estate Contract with Neosho School District

AN ORDINANCE of the City of Neosho, Missouri, approving a Real Estate Purchase Contract with the Neosho School District, a Missouri political subdivision, for the purpose to purchase or acquire real property and to sell or transfer real property to be declared surplus.

City Attorney Snyder read Bill No. 2024-98 in title only.

Councilman Workman made a motion to Approve and Discuss Bill No. 2024-98; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

ADJOURN

Mayor Pro Tempore Robinson asked for a motion to adjourn.

Councilman Cobb made a motion to Adjourn; Councilwoman Humphrey seconded.

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Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman

No: None

Abstain: None

Passed.

Mayor Pro Tempore Robinson adjourned the November 12, 2024 Special Session Meeting at 10:02 a.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: November 5, 2024

ITEM: Bill No. 2024-95: Agreement with CSG Forte for Online Payment Processing

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-95 Agreement w-CSG Forte - card payment services
 2. Contract with CSG Forte PPA 1 Year
-

PURPOSE:

To seek council approval of the agreement with CSG Forte Payments, Inc (Forte) as our payment processor for online payments.

BACKGROUND:

This agreement is for a 1-year contract with Forte to provide payment processing and related products and services, including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2024-95 and authorize the Mayor to sign all documents.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into Agreement with CSG Forte Payments, Inc., a Delaware corporation, for the purpose of providing payment processing services to allow for credit card and debit card payment processing; 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 CSG Forte Payments, Inc., a Delaware corporation, for the purpose of providing payment processing services to allow for credit card and debit card payment processing, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of November, 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

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and City of Neosho, a Missouri municipal corporation, with its primary business address at 203 East Main Street, Neosho, MO 64850 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 1 year (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of Missouri without reference to choice of laws rules.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CSG FORTE PAYMENTS, INC.

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B

ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C

ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E

INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1

PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.

REQUESTED COUNCIL MEETING DATE: November 5, 2024

ITEM: Bill No. 2024-96: Request for Voluntary Annexation of 12891 Lynn Lane

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-96 Approving Annexation of 12891 Lynn Lane
 2. 12891 Lynn Lane annexation application
 3. 12891 Lynn Lane Ad
 4. 12891 Lynn Lane city limits
 5. REAL_373_2202_WD (1)
-

PURPOSE:

The purpose of this item is to gain the Council's acceptance of an ordinance annexing 12891 Lynn Lane into the Neosho City Limits.

BACKGROUND:

The owners of the property commonly known as 12891 Lynn Lane has requested annexation into the Neosho City limits for the purpose of connecting to city utilities. The property was posted and advertised as required by ordinance. The Planning and Zoning Committee held a public hearing where no public comment was made and then voted to recommend the voluntary annexation of the property. A public hearing for annexation was held by the City Council on October 15, 2024 where no public comment was made.

RECOMMENDATION:

Staff recommends that the Council authorizes the annexation of 12891 Lynn Lane into the City of Neosho.

AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Tiffanie Bevis and Chris Bevis, 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 October 15, 2024; 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:

Part of Lot 4 in Rudy Land and Investments Company's Sub-Division and being located in part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 32 West, Newton County, Missouri, according to the recorded Plat thereof, described as commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter thereof; thence along the South line of the Northeast Quarter of the Northeast Quarter South 89 degrees 51 minutes 15 seconds West 434.00 feet (m. North 89 degrees 03 minutes 24 seconds West) to the point of beginning; thence continuing South 89 degrees 51 minutes 15 seconds West 156.32 feet (m. North 89 degrees 03 minutes 24 seconds West); thence leaving said South line North 00 degrees 47 minutes 21 seconds East 417.99 feet; thence North 89 degrees 51 minutes 15 seconds East 156.32 feet (m. South 89 degrees 03 minutes 29 seconds East) to the Northwest corner of a tract described in Book 357 at Page 5305; thence South 0 degrees 17 minutes 55 seconds East 418.0 feet (m. South 00 degrees 47 minutes 21

seconds West 417.99 feet) to the point of beginning. Subject to an existing 50 foot wide road and utility easement along the South side 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.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 19th day of November, 2024, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

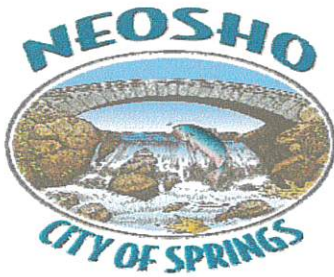
ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



Planning and Zoning Department
City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

ANNEXATION APPLICATION

LEGAL OWNER(s): Chris + Tiffanie Bens
NAME(S): _____
STREET ADDRESS OWNER(s): 12894 Kansas Lane
CITY, STATE, ZIP CODE: Neosho, MO 64850
MAILING ADDRESS: 12894 Kansas Lane
PHONE: 417-529-2825 417-389-3191
OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: _____

PROPERTY INFORMATION:
LOCATION (ADDRESS) OF PROPERTY: 12891 Lynn Lane
ARE ANY RESIDENCES LOCATED ON PROPERTY: NO
NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR BUSINESS(ES) ON PROPERTY: Neon Cove Playground
REQUESTED ZONING: _____
ELECTRIC PROVIDER: _____
NATURAL GAS PROVIDER: _____
TELEPHONE PROVIDER (LANDLINE): _____

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 8-22-24, 2024

OWNER SIGNATURE: Tiffanie Bens **DATE:** 8-22-24
OWNER NAME (print): Tiffanie Bens
CO-OWNER SIGNATURE: Chris Bens **DATE:** 8-22-24
CO-OWNER NAME (print): Chris Bens

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 22 day of August, 2024.

OWNER SIGNATURE: Tiffany Bevis DATE: 8-22-24

OWNER NAME (print): Tiffany Bevis

CO-OWNER SIGNATURE: CB DATE: 8-22-24

CO-OWNER NAME (print): Chris Bevis

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 JOINT OWNERSHIP

Property Owner

Property Owner

STATE OF MISSOURI)

) ss.

COUNTY OF NEWTON)

On this 29 day of August, 2024, before me personally appeared _____ and _____, to me personally known, who being duly sworn, declared that they are the persons who signed the foregoing document as joint owners of the property and that they are husband and wife and, acknowledge said instrument to be their free act and deed as joint owners 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 City of Neosho, the day and year first above written.

Notary Public

My commission expires:



Notice of Public Hearing

Planning and Zoning Public Hearing

October 8, 2024 @ 6:00pm

City Council Chambers

203 East Main Street

City Council Public Hearing

October 15, 2024 @ 7:00pm (annexation hearing)

November 5, 2024 @ 7:00pm (zoning hearing)

City Council Chambers

203 East Main Street

Regarding the annexation and zoning of property in the area of 12891 Lynn Lane as C-3, Commercial Business District described as:

Part of Lot 4 in Rudy Land and Investments Company's Sub-Division and being located in part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 32 West, Newton County, Missouri, according to the recorded Plat thereof, described as commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter thereof; thence along the South line of the Northeast Quarter of the Northeast Quarter South 89 degrees 51 minutes 15 seconds West 434.00 feet (m. North 89 degrees 03 minutes 24 seconds West) to the point of beginning; thence continuing South 89 degrees 51 minutes 15 seconds West 156.32 feet (m. North 89 degrees 03 minutes 24 seconds West); thence leaving said South line North 00 degrees 47 minutes 21 seconds East 417.99 feet; thence North 89 degrees 51 minutes 15 seconds East 156.32 feet (m. South 89 degrees 03 minutes 29 seconds East) to the Northwest corner of a tract described in Book 357 at Page 5305; thence South 0 degrees 17 minutes 55 seconds East 418.0 feet (m. South 00 degrees 47 minutes 21 seconds West 417.99 feet) to the point of beginning. Subject to an existing 50 foot wide road and utility easement along the South side thereof.

Inquiries please contact:

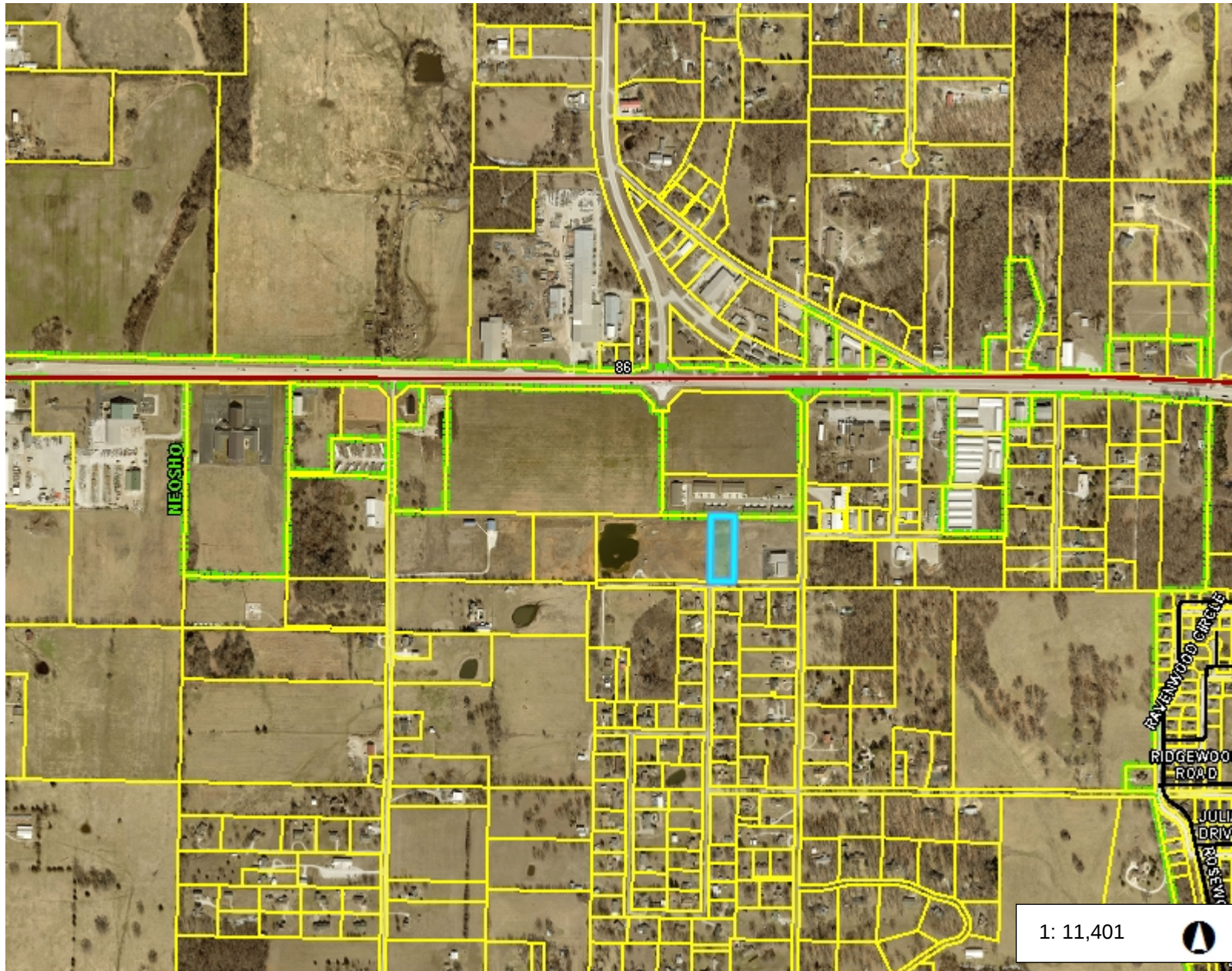
Richard Leavens

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

1: 11,401



1,900.1 0 950.06 1,900.1 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

12891 Lynn Lane Annexation



Recording Date/Time: 04/15/2024 at 12:45:41 PM

Book: 373 Page: 2202

Instr #: 202402227

Type: WD

Pages: 2

Fee: \$27.00 S 20240002018

Jennifer A. Childers
Recorder of Deeds

Liberty
\$21.00

8626 \$18.00

Warranty Deed

THIS DEED, Made and entered into this 15th day of April, 2024, by and between Brent E. Duncan and Darla E. Duncan, husband and wife party or parties of the first part, of Newton County, State of Missouri, **Grantor(s)** and Tiffanie Bevis and Chris Bevis, wife and husband party or parties of the second part, of Newton County, State of Missouri, **Grantee(s)**.

Grantee's mailing address is 12894 Kansas Ln Neosho MO 64850

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:

Part of Lot 4 in Rudy Land and Investments Company's Sub-Division and being located in part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 32 West, Newton County, Missouri, according to the recorded Plat thereof, described as commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter thereof; thence along the South line of the Northeast Quarter of the Northeast Quarter South 89 degrees 51 minutes 15 seconds West 434.00 feet (m. North 89 degrees 03 minutes 24 seconds West) to the point of beginning; thence continuing South 89 degrees 51 minutes 15 seconds West 156.32 feet (m. North 89 degrees 03 minutes 24 seconds West); thence leaving said South line North 00 degrees 47 minutes 21 seconds East 417.99 feet; thence North 89 degrees 51 minutes 15 seconds East 156.32 feet (m. South 89 degrees 03 minutes 29 seconds East) to the Northwest corner of a tract described in Book 357 at Page 5305; thence South 0 degrees 17 minutes 55 seconds East 418.0 feet (m. South 00 degrees 47 minutes 21 seconds West 417.99 feet) to the point of beginning. Subject to an existing 50 foot wide road and utility easement along the South side thereof.

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 2024 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.

Brent E. Duncan
Brent E. Duncan

Darla E. Duncan
Darla E. Duncan

State of Missouri

)
) ss.
)

County of Newton

On this 15th day of April, 2024 before me, the undersigned, a Notary Public in and for said County, personally appeared Brent E. Duncan and Darla E. Duncan, husband and wife to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(Seal)

Lauren E. Davis
Notary Public

My Term Expires: 5/16/2026

Lauren E. Davis
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires: 05/16/2026
Commission # 14886129

REQUESTED COUNCIL MEETING DATE: November 5, 2024

ITEM: Bill No. 2024-97: Request for Rezoning of 12891 Lynn Lane from R-1, First Dwelling House District, to C-3, Commercial Business District

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-97 Approving Rezoning of 12891 Lynn Lane
 2. 12891 Lynn Lane annexation application
 3. 12891 Lynn Lane Ad
 4. REAL_373_2202_WD (1)
 5. 12891 Lynn Lane zoning
-

PURPOSE:

The purpose of this item is to gain the City Council's approval of an ordinance changing the zoning for 12891 Lynn Lane from R-1, First Dwelling House District to C-3, Commercial Business District.

BACKGROUND:

The owners of the property commonly known as 12891 Lynn Lane have requested to change the default initial zoning of R-1, First Dwelling House District, to a C-3, Commercial Business District for the purpose of operating a children's event center at this location. The property was posted and advertised as required by ordinance. The Planning and Zoning Committee held a public hearing where no public comment was made and then voted to recommend the C-3 zoning of the property.

A public hearing for rezoning was held by the City Council on November 5, 2024, where no public comment was made.

RECOMMENDATION:

Staff recommends the City Council authorizes the rezoning ordinance.

AN ORDINANCE of the City of Neosho to amend the zoning District Map for certain property within the limits of the City located 12891 Lynn Lane, Neosho, Missouri, as requested by the owner, Tiffanie Bevis and Chris Bevis, husband and wife, from a District “R-1” First Dwelling House District to a District “C-3” Commercial Business District.

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from Tiffanie Bevis and Chris Bevis, husband and wife, to rezone property located at 12891 Lynn Lane, Neosho, Missouri, from District “R-1” First Dwelling House District to a District “C-3” Commercial Business District for property legally described as:

See the Legal Description in Exhibit “A”

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 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, the application being approved.

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

Section 1. That City of Neosho zoning District Map for the City of Neosho be amended for certain property within the limits of the City located at 12891 Lynn Lane, Neosho, Missouri, as requested by the owner, Tiffanie Bevis and Chris Bevis, husband and wife and same to be amended and changed from a District “R-1” First Dwelling House District to a District “C-3” Commercial Business District for the property legally described as follows:

See the Legal Description in Exhibit “A”

Section 2. That the City Clerk is hereby authorized and directed to file with the City the above referenced and described property within the City District Map for the amended district zone has herein approved.

Section 3. This this ordinance shall be in effect upon final passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 19th day of November, 2024, by a vote of _____.

(This space intentionally left blank.)

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

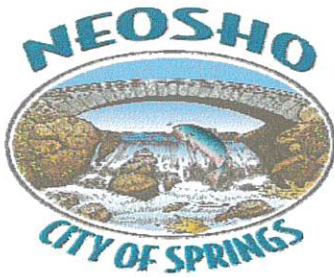
SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

EXHIBIT A

Part of Lot 4 in Rudy Land and Investments Company's Sub-Division and being located in part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 32 West, Newton County, Missouri, according to the recorded Plat thereof, described as commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter thereof; thence along the South line of the Northeast Quarter of the Northeast Quarter South 89 degrees 51 minutes 15 seconds West 434.00 feet (m. North 89 degrees 03 minutes 24 seconds West) to the point of beginning; thence continuing South 89 degrees 51 minutes 15 seconds West 156.32 feet (m. North 89 degrees 03 minutes 24 seconds West); thence leaving said South line North 00 degrees 47 minutes 21 seconds East 417.99 feet; thence North 89 degrees 51 minutes 15 seconds East 156.32 feet (m. South 89 degrees 03 minutes 29 seconds East) to the Northwest corner of a tract described in Book 357 at Page 5305; thence South 0 degrees 17 minutes 55 seconds East 418.0 feet (m. South 00 degrees 47 minutes 21 seconds West 417.99 feet) to the point of beginning. Subject to an existing 50 foot wide road and utility easement along the South side thereof.



Planning and Zoning Department
City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Chris + Tiffanie Bens
STREET ADDRESS OWNER(s): 12894 Kansas Lane
CITY, STATE, ZIP CODE: Neosho, MO 64850
MAILING ADDRESS: 12894 Kansas Lane
PHONE: 417-529-2825 417-389-3191
OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: _____

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 12891 Lynn Lane
ARE ANY RESIDENCES LOCATED ON PROPERTY: NO
NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR
BUSINESS(ES) ON PROPERTY: Neon Cove Playground
REQUESTED ZONING: _____
ELECTRIC PROVIDER: _____
NATURAL GAS PROVIDER: _____
TELEPHONE PROVIDER (LANDLINE): _____

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 8-22-24, 2024

OWNER SIGNATURE: Tiffanie Bens DATE: 8-22-24
OWNER NAME (print): Tiffanie Bens
CO-OWNER SIGNATURE: Chris Bens DATE: 8-22-24
CO-OWNER NAME (print): Chris Bens

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 22 day of August, 2024.

OWNER SIGNATURE: Tiffany Bevis DATE: 8-22-24

OWNER NAME (print): Tiffany Bevis

CO-OWNER SIGNATURE: CB DATE: 8-22-24

CO-OWNER NAME (print): Chris Bevis

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 JOINT OWNERSHIP

Property Owner

Property Owner

STATE OF MISSOURI)

) ss.

COUNTY OF NEWTON)

On this 29 day of August, 2024, before me personally appeared _____ and _____, to me personally known, who being duly sworn, declared that they are the persons who signed the foregoing document as joint owners of the property and that they are husband and wife and, acknowledge said instrument to be their free act and deed as joint owners 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 City of Neosho, the day and year first above written.

Notary Public

My commission expires:



Notice of Public Hearing

Planning and Zoning Public Hearing

October 8, 2024 @ 6:00pm

City Council Chambers

203 East Main Street

City Council Public Hearing

October 15, 2024 @ 7:00pm (annexation hearing)

November 5, 2024 @ 7:00pm (zoning hearing)

City Council Chambers

203 East Main Street

Regarding the annexation and zoning of property in the area of 12891 Lynn Lane as C-3, Commercial Business District described as:

Part of Lot 4 in Rudy Land and Investments Company's Sub-Division and being located in part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 32 West, Newton County, Missouri, according to the recorded Plat thereof, described as commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter thereof; thence along the South line of the Northeast Quarter of the Northeast Quarter South 89 degrees 51 minutes 15 seconds West 434.00 feet (m. North 89 degrees 03 minutes 24 seconds West) to the point of beginning; thence continuing South 89 degrees 51 minutes 15 seconds West 156.32 feet (m. North 89 degrees 03 minutes 24 seconds West); thence leaving said South line North 00 degrees 47 minutes 21 seconds East 417.99 feet; thence North 89 degrees 51 minutes 15 seconds East 156.32 feet (m. South 89 degrees 03 minutes 29 seconds East) to the Northwest corner of a tract described in Book 357 at Page 5305; thence South 0 degrees 17 minutes 55 seconds East 418.0 feet (m. South 00 degrees 47 minutes 21 seconds West 417.99 feet) to the point of beginning. Subject to an existing 50 foot wide road and utility easement along the South side thereof.

Inquiries please contact:

Richard Leavens

City of Neosho

Development Services Director

(417) 451-8050



Recording Date/Time: 04/15/2024 at 12:45:41 PM

Book: 373 Page: 2202

Instr #: 202402227

Type: WD

Pages: 2

Fee: \$27.00 S 20240002018

Jennifer A. Childers
Recorder of Deeds

Liberty
\$21.00

8626 \$18.00

Warranty Deed

THIS DEED, Made and entered into this 15th day of April, 2024, by and between Brent E. Duncan and Darla E. Duncan, husband and wife party or parties of the first part, of Newton County, State of Missouri, **Grantor(s)** and Tiffanie Bevis and Chris Bevis, wife and husband party or parties of the second part, of Newton County, State of Missouri, **Grantee(s)**.

Grantee's mailing address is 12894 Kansas Ln Neosho MO 64850

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:

Part of Lot 4 in Rudy Land and Investments Company's Sub-Division and being located in part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 25 North, Range 32 West, Newton County, Missouri, according to the recorded Plat thereof, described as commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter thereof; thence along the South line of the Northeast Quarter of the Northeast Quarter South 89 degrees 51 minutes 15 seconds West 434.00 feet (m. North 89 degrees 03 minutes 24 seconds West) to the point of beginning; thence continuing South 89 degrees 51 minutes 15 seconds West 156.32 feet (m. North 89 degrees 03 minutes 24 seconds West); thence leaving said South line North 00 degrees 47 minutes 21 seconds East 417.99 feet; thence North 89 degrees 51 minutes 15 seconds East 156.32 feet (m. South 89 degrees 03 minutes 29 seconds East) to the Northwest corner of a tract described in Book 357 at Page 5305; thence South 0 degrees 17 minutes 55 seconds East 418.0 feet (m. South 00 degrees 47 minutes 21 seconds West 417.99 feet) to the point of beginning. Subject to an existing 50 foot wide road and utility easement along the South side thereof.

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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.

Brent E. Duncan
Brent E. Duncan

Darla E. Duncan
Darla E. Duncan

State of Missouri

)
) ss.
)

County of Newton

On this 15th day of April, 2024 before me, the undersigned, a Notary Public in and for said County, personally appeared Brent E. Duncan and Darla E. Duncan, husband and wife to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

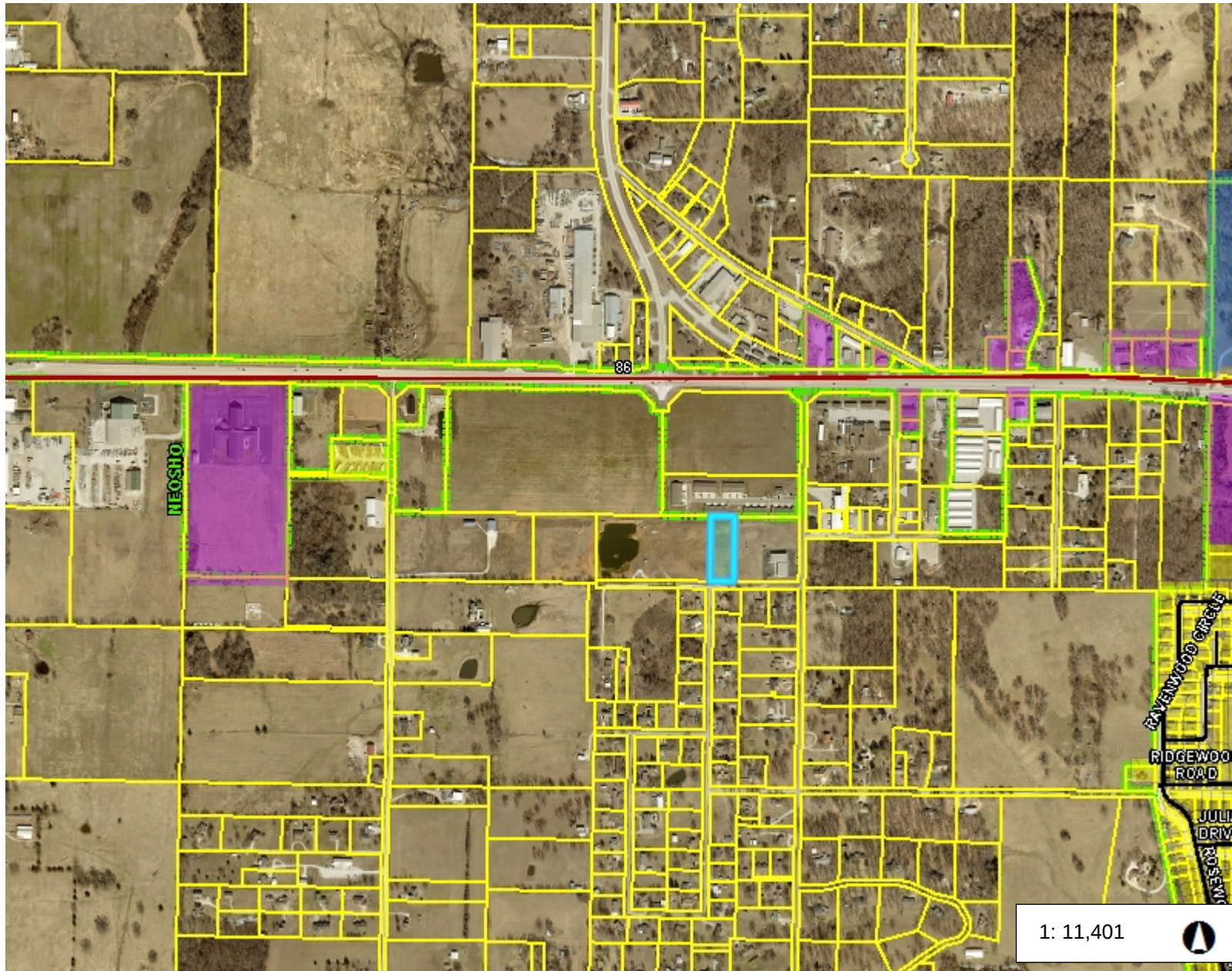
(Seal)

Lauren E. Davis
Notary Public

My Term Expires: 5/16/2026

Lauren E. Davis
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires: 05/16/2026
Commission # 14886129

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

Zoning

- AG
- R-1
- R-2
- R-3
- C-0
- C-1
- C-2
- C-3
- M-1
- M-2
- RD-1

- Parcel
- Corporate Limit Line

Notes

12891 Lynn Lane Zoning

1,900.1 0 950.06 1,900.1 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: November 5, 2024

ITEM: Bill No. 2024-99: Authorizing a Contract with H.W. Lochner for Engineering of T-Hangar at the Neosho Hugh Robinson Airport

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-99 Authorizing Engineering Agreement for T-Hangar Airport

PURPOSE:

The purpose of this item is to gain the Council's approval of a contract with H.W. Lochner Engineering for planning, design, and construction engineering of a 5-unit T-Hangar at the Neosho Hugh Robinson Airport.

BACKGROUND:

The T-hangar project is 90% funded by a grant through the Missouri Department of Transportation Aviation with this construction grant's total cost of \$690,000. This ordinance authorizes the contract between the city and H.W. Lochner for the engineering and construction management services for this project. This project has been budgeted for this fiscal year.

RECOMMENDATION:

Staff recommends that the Council authorizes the ordinance.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement by and between the City of Neosho and H.W. Lochner, Inc., a Missouri foreign corporation for the purpose of providing planning design and construction engineering for a 5-Unit T-Hangar at the Neosho Hugh Robinson Airport; 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 a H.W. Lochner, Inc., a Missouri foreign corporation for the purpose of providing planning design and construction engineering for a 5-Unit T-Hangar at the Neosho Hugh Robinson Airport; 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

Airport: Neosho Hugh Robinson (EOS)
MoDOT Project No.: 24-075A-1

Airport Name:	Neosho Hugh Robinson (EOS)
Project No.:	24-075A-1
County:	Newton

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Neosho, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Neosho Hugh Robinson Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Neosho Hugh Robinson Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of

this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at

meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **0.00%** of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate

on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least **0.00%** of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
N/A	N/A	N/A	N/A	N/A	N/A
TOTAL DBE PARTICIPATION				N/A	N/A

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
GHN Architects + Engineers	300 S. Jefferson Avenue, Suite 301 Springfield, MO 65806	Architectural (Hangar Design)	\$15,000

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for

inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$60,000.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit

V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned

as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor,

justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard

patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with **AutoCAD Civil3D 2020** (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials

and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil

Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the 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);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or

suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants'

compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):

The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1.

above.

3. Withholding for Unpaid Wages and Liquidated Damages:
The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A):
Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of **Newton** County, Missouri. The parties agree that this Agreement is entered into at **Neosho**, Missouri and substantial elements of its performance will take place or be delivered at **Neosho**, Missouri, by reason of which the Consultant consents to venue of any action against it in **Newton** County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Richard Leavens, Development Services Director		
SPONSOR'S NAME	City of Neosho, Missouri		
SPONSOR'S ADDRESS	City Hall 203 E. Main Street Neosho, MO 64850		
PHONE	417-451-8050	FAX	
E-MAIL ADDRESS	rleavens@neoshomo.gov		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ian Wright, Project Manager		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	15717 College Boulevard Lenexa, KS 66219		
PHONE	816-945-5840	FAX	816-945-5841
E-MAIL ADDRESS	iwright@hwlochner.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any 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 Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are

Airport: Neosho Hugh Robinson (EOS)

MoDOT Project No.: 24-075A-1

attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 30th day of October, 2024.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
H.W. Lochner, Inc.

Sponsor:
City of Neosho, Missouri

By:  _____
Signature

By: _____
Signature

Title: Vice President, Aviation

Title: 

ATTEST:

ATTEST:

By:  _____
Signature

By: _____
Signature

Title: Project Manager

Title: _____

Airport: Neosho Hugh Robinson (EOS)
MoDOT Project No.: 24-075A-1

EXHIBIT I

PROJECT DESCRIPTION

Construct 5-Unit T-Hangar

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will solicit the assistance of architectural requirements to produce a Construction Safety and Phasing Plan (CSPP) report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the advertisement for obtaining construction bids, preparation of any addenda during the bidding process, receipt of bids, and award of the construction contract. The services required for construction administration, observation, and materials testing may be added to this Agreement by Supplement upon completion of the Design Phase Services. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA Advisory Circulars (ACs), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordinate with Sponsor and MoDOT to establish scope, schedule, and budget.
- b. Develop preliminary engineer's opinion of probable construction cost and project budget.
- c. Assist Sponsor with preparation and submittal of Grant Application for Federal/State assistance.
- d. Assist Sponsor with preparation of Sponsor Certifications.
- e. Prepare architectural scope of services and subconsultant agreement.

2. Design Phase – Construction Safety and Phasing Plan (CSPP) Report

- a. Prepare preliminary CSPP report bearing the engineer's seal and submit to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request. The CSPP report will be prepared in accordance with the guidelines in Chapter 2, "Construction Safety and Phasing Plans" and Chapter 3, "Guidelines for Writing a CSPP" of Advisory Circular (AC) 150/5370-2, "Operational Safety on Airports During Construction". At a minimum, the CSPP report will include:
 - Introduction, responsibility, project description, and coordination
 - Construction phasing
 - Area and operations affected by construction activity
 - Protection of navigational aids
 - Contractor access
 - Wildlife management
 - Foreign Object Debris (FOD) management
 - Hazardous Materials (HAZMAT) management
 - Notification of construction activities
 - Inspection requirements
 - Underground utilities
 - Penalties
 - Special conditions
 - Runway and taxiway visual aids
 - Markings and signs for access routes
 - Hazard marking, lighting, and signing
 - Work zone lighting for nighttime construction
 - Protection of runway and taxiway safety areas
 - Other limitations on construction
 - Table listing airport operations affected by construction
 - Table listing runway safety dimensions
 - Table listing navigational aid facility impacts
 - Construction safety and phasing plan sheets
- b. Submit Preliminary CSPP Report to the Client and MoDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- c. Finalize CSPP Report with consideration of preliminary review comments and submit Final CSPP Report to the Client and MoDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final CSPP Report will be submitted with final Construction Plans, and final Contract Documents/Technical Specifications.

3. Design Phase – Plans and Specifications

- a. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans and the contract documents/technical specifications will delineate the improvements of the project.

The construction plans will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Airport Layout Drawing
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details
- Summary of Quantities and Pay Item Notes
- T-Hangar Site Plan
- T-Hangar Floor Plan
- T-Hangar Elevations
- T-Hangar Foundation Plan
- T-Hangar Electrical Plan

2) Prepare Contract Documents/Technical Specifications.

T-Hangar specifications will generally include:

- Division 3 – Structural Concrete
- Division 5 – Lightgauge Metal Framing
- Division 7 – Waterproofing, Insulation, Flashing, Sealers
- Division 8 – Doors and Frames, Sectional Overhead Doors, Hardware
- Division 9 – Painting
- Division 13 – Nested T-Hangar
- Division 26 Electrical Specifications (Multiple Sections)

3) Revise plan quantities and preliminary engineer's opinion of probable construction cost and project budget.

4) Submit Preliminary Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.

- b. Submit a final sealed set of Construction Plans and Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT. The Sponsor and MoDOT will be provided with electronic copies in PDF format with hard copies provided upon request.

4. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. A pre-bid meeting will not be conducted for this project.
- d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Attend and conduct the bid opening. If the Sponsor has the option to perform a virtual bid opening, that option will be utilized.
- e. Tabulate and analyze bid results, review contractor's qualifications and DBE subcontractor's list provided by the apparent low bidder, prepare project budget, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in coordination with MoDOT to establish a grant providing funding to complete the project.
- b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.
- c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.
- d. Prepare and submit FAA Form 7460 for project limits identified in the CSPP report.

- e. Prepare and submit FAA Form 7460 for hangar.

2. Architectural Services

- a. Design for a 5-Unit T-Hangar. The T-Hangar shall be designed to accommodate Group I aircraft (aircraft with tail heights <20' and wingspans <49').

C. CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

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150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN

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150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

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150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Air Missions (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see Section (23)(A)).

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

Construct 5-Unit T-Hangar

MoDOT Project No. 24-075A-1

Neosho Hugh Robinson Airport (EOS)

Neosho, Missouri

BASIC AND SPECIAL SERVICES

October 30, 2024

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$105.00	\$ 210.00
Project Manager	14	\$99.00	\$ 1,386.00
Assistant Project Manager	36	\$85.00	\$ 3,060.00
Design Engineer	39	\$66.00	\$ 2,574.00
Design Technician	37	\$50.00	\$ 1,850.00
Admin. Assistant	56	\$49.00	\$ 2,744.00
Engineer Intern	61	\$42.00	\$ 2,562.00
Total Direct Salary Costs			= \$ 14,386.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 169.36% = \$ 24,364.13

3. SUBTOTAL:

Items 1 and 2 = \$ 38,750.13

4. PROFIT:

15% of Item 3 Subtotal = \$ 5,812.51

Subtotal of Items 3 and 4 \$ 44,562.64 *Lump Sum Fee*

5. OUT-OF-POCKET EXPENSES:

a. Mileage 350 miles @ \$0.670/mile = \$ 234.50
b. Aircraft Rental 0 hrs. @ \$400.00/hour = \$ -
c. Meals 1 @ \$68.00/day = \$ 68.00
d. Motel 0 days @ \$110.00/day = \$ -
e. Mailing & Misc. Expenses = \$ 134.86

Total Out-of-Pocket Expenses = \$ 437.36 *Not to Exceed*

6. SUBCONTRACT COST:

a. GHN Architects + Engineers (Hangar Design) \$ 15,000.00

7. TOTAL FEE:

Items 4, 5 and 6 \$ 60,000.00 *Not to Exceed*

**EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

Construct 5-Unit T-Hangar

**Neosho Hugh Robinson Airport (EOS)
Neosho, Missouri**

October 30, 2024

Classification:	Principal	Project Manager	Senior Design Engineer	Assistant Project Manager	Design Engineer	Environ. Scientist	Design Technician	Admin. Assistant	Engineer Intern	Other Costs
Hourly Rate:	\$325.25	\$306.67	\$303.57	\$263.30	\$204.44	\$185.86	\$154.88	\$151.78	\$130.10	
A. BASIC SERVICES										
1. Preliminary:	0	2	0	6	0	0	0	5	0	(2)
Labor Subtotal =	\$ 2,952.05	\$0.00	\$613.33	\$0.00	\$1,579.80	\$0.00	\$0.00	\$758.92	\$0.00	
Expense Subtotal =	\$ 47.95									\$ 47.95
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 3,000.00									
2. CSPP Report:	1	2	0	3	10	0	6	1	21	(2)
Labor Subtotal =	\$ 7,586.12	\$325.25	\$613.33	\$0.00	\$789.90	\$2,044.44	\$0.00	\$929.29	\$151.78	\$2,732.12
Expense Subtotal =	\$ 13.88									\$ 13.88
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 7,600.00									
3. Plans and Specifications:	1	3	0	6	19	0	29	21	30	(2)
Labor Subtotal =	\$ 18,291.56	\$325.25	\$920.00	\$0.00	\$1,579.80	\$3,884.44	\$0.00	\$4,491.58	\$3,187.47	\$3,903.03
Expense Subtotal =	\$ 8.44									\$ 8.44
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 18,300.00									
4. Bidding:	0	3	0	11	4	0	0	10	8	(1,2)
Labor Subtotal =	\$ 7,192.72	\$0.00	\$920.00	\$0.00	\$2,896.29	\$817.78	\$0.00	\$0.00	\$1,517.84	\$1,040.81
Expense Subtotal =	\$ 307.28									\$ 307.28
Subconsultant Subtotal =	\$ -									\$ -
Total Fee =	\$ 7,500.00									
PART A SUBTOTAL =	\$ 36,400.00									

Classification:	Principal	Project Manager	Senior Design Engineer	Assistant Project Manager	Design Engineer	Environ. Scientist	Design Technician	Admin. Assistant	Engineer Intern	Other Costs
Hourly Rate:	\$325.25	\$306.67	\$303.57	\$263.30	\$204.44	\$185.86	\$154.88	\$151.78	\$130.10	

B. SPECIAL SERVICES

1. Administrative Assistance:

		0	2	0	9	2	0	2	17	0	(2)
Labor Subtotal =	\$ 6,282.01	\$0.00	\$613.33	\$0.00	\$2,369.69	\$408.89	\$0.00	\$309.76	\$2,580.33	\$0.00	
Expense Subtotal =	\$ 17.99										\$ 17.99
Subconsultant Subtotal =	\$ -										\$ -
Total Fee =	\$ 6,300.00										

2. Architectural Services:

		0	2	0	1	4	0	0	2	2	(2,3)
Labor Subtotal =	\$ 2,258.18	\$0.00	\$613.33	\$0.00	\$263.30	\$817.78	\$0.00	\$0.00	\$303.57	\$260.20	
Expense Subtotal =	\$ 41.82										\$ 41.82
Subconsultant Subtotal =	\$ 15,000.00										\$ 15,000.00
Total Fee =	\$ 17,300.00										

PART B SUBTOTAL = \$ 23,600.00

GRAND TOTAL = \$ 60,000.00

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

EXHIBIT VI
PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

A. BASIC SERVICES

- | | |
|---|---|
| 1. Preliminary Phase | As Required |
| 2. Design Phase – Construction Safety and Phasing Plan (CSPP) Report | |
| a.-b. Submittal of Preliminary Report | (100) calendar days
after issuance of NTP. |
| c. Submittal of Final Report | (30) calendar days
after receipt of
review comments
for Item A.2.a-b and
Item A.3.a.4) |
| 3. Design Phase – Plans and Specifications | |
| a.4) Submittal of Preliminary Plans and Contract
Documents/Specifications for review | (100) calendar days
after issuance of NTP. |
| b. Submittal of Plans and
Contract Documents/Specifications for bidding | (30) calendar days
after receipt of
review comments
for Item A.2.a-b
and Item A.3.a.4) |
| 4. Bidding Phase | As Required |

B. SPECIAL SERVICES

- | | |
|------------------------------|-------------|
| 1. Administrative Assistance | As Required |
| 2. Architectural Services | As Required |

C. CONSTRUCTION SERVICES

May be Added by Supplemental Agreement

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: Amendments to Liberty Utility Contract

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. 305063 LTG MUNI 3 Locations Baxter St Neosho
 2. 305066 LTG MUNI Ridgewood Radcliff Neosho
-

PURPOSE:

To seek Council approval of the amendment of the contract with Liberty Utilities.

BACKGROUND:

The first amendment involves the installation of three new LED streetlights along Baxter St. This would give Baxter St a total of 8 streetlights from Hickory Ave to Business 71.

The second amendment is for the installation of a LED streetlight at the intersection of Ridgewood Rd and Radcliff Dr. This was requested by a resident in that area.

- Baxter St: WO#48230 monthly increase \$27.10
- Ridgewood and Radcliff: WO#48199 monthly decrease \$24.54

RECOMMENDATION:

The City Staff recommends the Council approve the contract and authorize the mayor to sign the noted amendments.

The Empire District Electric Company

SA 22A 9/18
Service
Notification #

48230

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **13th** day of **November, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Baxter St. - 3 Locations - Pole #633067, #628310, #603547	7,500L-9,500L 150W eq LED 1 Cobrahead	3	\$222.09		\$ 1,145.52	
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$222.09	\$0.00	\$ 1,145.52	\$ -
A Annual Energy Charge for this Request (Install minus Remove)				\$222.09			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 1,145.52	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$1,145.52
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$103.10
E	Annual Energy Charge for this Request (Total Line A)	\$222.09
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$325.19
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$27.10

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
(SEAL)
ATTEST: _____ By _____
Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	444	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	215
11,000L - 250W	13	16,000L - 150W	165	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 48230	DATE COMPLETED _____	
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$1,145.52	\$60,047.59	\$667,195.45

The Empire District Electric Company

Company Representative Completing Contract: Rick Stockton

Executed at Joplin, Mo this _____ day of _____

By _____
(Authorized Signatory)

The Empire District Electric Company

SA 22A 9/18

Service

Notification # 48199

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **13th** day of **November, 2024** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Ridgewood Rd. & Radcliff Dr. Pole #429518	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 2,449.47	
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$0.00	\$ 2,449.47	\$ -
A Annual Energy Charge for this Request (Install minus Remove)				\$74.03			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 2,449.47	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$2,449.47
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$220.45
E	Annual Energy Charge for this Request (Total Line A)	\$74.03
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$294.48
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$24.54

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	444	6,000L - 70W	8	12,000L - 175W	8	7,500 - 9,500L - 150W	216
11,000L - 250W	13	16,000L - 150W	165	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	8	27,500L - 250W	8	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 48199	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$2,449.47	\$60,268.04
	ACCUMULATIVE INVESTMENT CHARGE
	\$669,644.92

The Empire District Electric Company

Company Representative Completing Contract: Rick Stockton

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

REQUESTED COUNCIL MEETING DATE: November 19, 2024**ITEM:** Parks Picnic Tables and Benches

ORIGINATING DEPARTMENT: Parks and Recreation Department**ATTACHMENT:**

1. City Neosho - Parks 2024
 2. Questions on grant bidding
-

PURPOSE:

The purpose is to seek council's approval to purchase the picnic tables and park benches for the Scrap Recycled Tire Grant that the city of Neosho was awarded, and then receive reimbursement from DNR.

BACKGROUND:

The parks department submitted and was awarded a Recycled scrap tire grant for newly recycled tire picnic tables and park benches. This grant is through the Department of Natural Resources. DNR provided a list of businesses that make this product, and as long as we choose one of the recommended businesses on the list, we are not required to send out a traditional bid. Champlin Tire Recycling, INC is the only business on the list that does scrap tire recycling for picnic tables and park benches.

Champlin Tire Recycling INC. Bid/Quote

6 - Three foot Park Benches @	\$439.00 = \$2,634.00
20 - Six foot Park Benches @	\$539.00 = \$10,780.00
30 - Six foot Picnic Tables @	\$994.00 = \$29,820.00
Fright	\$1,523.00

Total =	\$44,757.00

The amount that the city of Neosho has been awarded is based on this quote for the Scrap Tire Recycling Grant for the picnic tables and park benches. The awarded amount is \$44,757.00.

The city of Neosho purchases these items and then receives reimbursement from DNR.

RECOMMENDATION:

Staff recommends purchasing the picnic tables and benches

CHAMPLIN TIRE RECYCLING, INC.



11/5/2024

Kenny Balls
Parks Director
Neosho, MO 64850

(417)389-0482
kballs@neoshomo.gov

Re: Park Benches & Picnic Tables

Kenny,

The following is our quote for the park benches and picnic tables you requested. Our benches & tables are available in three colors (green/brown/gray) for the boards. The bases of the products are black. Benches and tables are shipped unassembled with all hardware and assembly instructions.

6 - Three foot Park Benches	@	\$439.00	=	\$2,634.00
20 - Six foot Park Benches	@	\$539.00	=	\$10,780.00
30 - Six foot Picnic Tables	@	\$994.00	=	<u>\$29,820.00</u>
		Subtotal		\$43,234.00
*Freight to zip code 64850		Freight		<u>\$1,523.00</u>
		Total		<u><u>\$44,757.00</u></u>

Residential/Lift Gate Services will be additional charges.

Please contact me if you have any questions or need additional information at (785)262-1219 or via email: mdhaist49@gmail.com. I look forward to working with you.

Sincerely,

Mark Haist
Champlin Tire Recycling, Inc.

P.O. BOX 445 ~ 301 CEDAR ~ CONCORDIA, KS 66901-0445

PHONE: 800/295-3345 * FAX:785/243-1551

www.champlintirerecycling.com ~ www.back-atcha.com

Balls Kenny

From: Vernon, Becca <becca.vernon@dnr.mo.gov>
Sent: Monday, November 4, 2024 4:58 PM
To: Balls Kenny
Subject: Quote/bidding question for City of Neosho TNP240008

External email use caution with links & attachments.

Kenny,

Per our phone call today the grant application was approved based on the quote submitted from Champlin Tire Recycling, INC. If you choose not to use that quote, then you will need to get a quote and submit it with documentation showing usage of at least 40% or more Missouri tires. As long as you use Champlin you are not required to get additional quotes.

Please let me know if you have any questions or concerns.

Rebecca "Becca" Vernon
District Grant Unit Chief
Waste Management Program
PO Box 176; Jefferson City, MO 65102-0176
Phone (573) 526-3928
Find us on the web at dnr.mo.gov

We'd like your feedback on the service you received from the Missouri Department of Natural Resources. Please consider taking a few minutes to complete the department's Customer Satisfaction Survey at <https://www.surveymonkey.com/r/MoDNRsurvey>. Thank you.

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: Extrication Tools Bid for the Fire Department

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Extrication Tools Bid

PURPOSE:

The purpose of this agenda item is to approve a bid for a new set of extrication tools.

BACKGROUND:

The Fire Department went out to bid for a new set of extrication tools. We are replacing the old hydraulic tools which had a power unit made up of a motor with a hydraulic pump, and hoses that attached the power to the tools so they could operate. The new upgraded tools will be battery powered, and will not require the power unit and hoses to make the tools work. These tools are safer due to not having to worry about a trip hazard from the hoses, a pin-sized hole that will release fluid at 10,00 PSI through the hole, as well as being more user-friendly, and supplying more power for cutting and prying.

We sent out 3 bids and received 2 bids back. Both met the qualifications.

Jon's Mid-America \$33,140.00

Dixie Rescue Solutions \$34,115.00

RECOMMENDATION:

Staff recommends accepting the bid from Jon's Mid-America for \$33,140.00

Customer Quote



Date/Time: 10/21/2024 11:47

Customer: Neosho Fire

Contact: Aaron Houk

Address: 125 N College Street, Neosho Mo 64850

Phone: 417-451-8021

Email: ahouk@neoshomo.gov

Vendor: Jon's Mid America Fire Apparatus

[illegible]

Authorized By: Justin Keltner

Contact: Justinkeltner@jonsmidamerica.com

417-887-0534

7037 E US Hwy 60, Rogersville MO 65742

Jon's Mid America Fire Apparatus

Sub-Total:	\$32,765.00
Freight:	\$375.00
Total:	\$33,140.00

ESTIMATE

Dixie Rescue Solutions
22660 Interstate 30 lot 34
Bryant, AR 72022

haligan06@gmail.com
+1 (501) 304-2212
Adam Cordell



Bill to

Aaron Houk
125 N College St
Neosho, MO 64850

Estimate details

Estimate no.: 1026
Estimate date: 10/17/2024
Expiration date: 12/31/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Cutter	Milwaukee M18 inch straight blade cutter	1	\$11,185.00	\$11,185.00
2.	Ram	Milwaukee 18v 40 inch Ram	1	\$7,635.00	\$7,635.00
3.	Extension Kit	Storm Surge Base Extension Kit	1	\$1,650.00	\$1,650.00
4.	Spreader 32"	ES-100-32-18v	1	\$12,295.00	\$12,295.00

Subtotal \$32,765.00

Shipping \$1,350.00

Total \$34,115.00

Expiry date 12/31/2024

Note to customer

Thanks for allowing me to bid on your new TNT Rescue tools.
Shipping price also includes me coming up and providing a in
service once the tools arrive.

Accepted date

Accepted by

BID SPECIFICATIONS:

The bid packet is for the purchase of:

TNT Extrication Tools

The bid is for a spreader, cutter, Ram, and RAM Extensions

1 ESLC-29-18V Superlight 29 18V Cutter

1 ES-100-32-18V 32 Inch M18 Spreader

1 ER40 40-inch push pull M18 RAM

1 STRMBSEKIT 6-18 Inch Extension

The bid shall include freight to 125 North College Street Neosho, Mo. 64850

Equipment Schedule:

Note:

This bid should include the approximate delivery date of the tools.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Tuesday, November 12, 2024 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Extrication Tools Bid

Please label the envelope: Extrication Tools Bid Opening November 12, 2024 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Aaron Houk, Fire Chief, at the follow address/phone: 417-451-8021, 125 North College St. Neosho, MO 64850.

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

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

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

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

1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three

hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.
4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
6. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

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

Thank you,
David Kennedy
City Manager

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: Surplus Vehicle Sale

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bid documents and bids recieved

PURPOSE:

To seek the Council's approval for selling surplus vehicles to the highest bidder

BACKGROUND:

The following City of Neosho surplus vehicles were advertised for sale by sealed bid.

2008 Chevrolet Uplander, 2014 Ford F150 XL, 2012 Ford F150 XL, and 2002 Ford F150 XL

We received one bid for each vehicle.

2008 Chevrolet Uplander: Cyndy Hutchings \$4,401.00

2014 Ford F150 XL: City of Seneca \$9,000.00

2012 Ford F150 XL: City of Seneca \$8,500.00

2002 Ford F150 XL: Neil Oxendine \$300.00

All bids except the 2002 Ford F150 exceeded the starting bid. The starting bid for the 2002 Ford was \$1,000.

RECOMMENDATION:

Staff recommends the Council approve the highest bid for each vehicle.

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, November 13th, 2024 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.

The bid will be for the following:

For the purchase of: 2008 Chevrolet Uplander

For the purchase of: 2014 Ford F-150 XL

For the purchase of: 2012 Ford F-150 XL

For the purchase of: 2002 Ford F-150 XL

Please label the sealed envelope: Vehicle Bid

Questions concerning the specifications and bid procedure should be directed to Nate Siler, Public Works Director, at the following address/phone: 417-451-8071, 200 Nelson Ave. Neosho, MO 64850.

Bids on this (these) unit(s) shall be made on the forms furnished.

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

Thank you,
David Kennedy
Neosho City Manager

BID SPECIFICATIONS:

EQUIPMENT: 2012 F-150 V8 4X4. Runs and operates.

Miles: 157,568

STARTING BID: \$3,200



EQUIPMENT: 2014 F-150 V6 4X4 . Runs and operates.

Miles: 130,236

STARTING BID: \$6,350



EQUIPMENT: 2002 F-150 2wd. Runs and operates.

Miles: 219,962

STARTING BID: \$1,000



EQUIPMENT: 2008 Chevrolet Uplander. Runs and operates.

Miles: 96,168

STARTING BID: \$4,200



BID AGREEMENT FORM

(Must be completed and attached to bid sheet)

I _____ agree to purchase the items for which I have entered bid amounts in the “amounts bid” column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an “AS IS WHERE IS” CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of the sale.

INSPECTION OF PROPERTY: The property offered may be inspected by contacting the Public Works Building at 417-451-8071 between the hours of 8:00 AM and 2:00 PM Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than **November 13th** at 10:00 am. to Neosho City Hall, 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier’s check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with Public Works Director Nate Siler or Jeff Barratt at 417-451-8071 during normal business hours.

Signature _____ Date _____

Purchase Bid Price: (To be completed by bidding party)

You can bid on one or multiple items.

2008 Chevrolet Uplander_____ \$

2002 Ford F-150 XL_____ \$

2012 Ford F-150 XL_____ \$

2014 Ford F-150 XL_____ \$

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Public Works Department to ensure that all paperwork is complete and ready.

COMPANY:

SIGNED BY:

ADDRESS:

EMAIL:

PHONE:



\$4401.⁰⁰

EQUIPMENT: 2008 Chevrolet Uplander. Runs and operates.

Miles: 96,168

STARTING BID: \$4,200

Purchase Bid Price: (To be completed by bidding party)

You can bid on one or multiple items.

2008 Chevrolet Uplander \$ 4401.00 \$
2002 Ford F-150 XL _____ \$
2012 Ford F-150 XL _____ \$
2014 Ford F-150 XL _____ \$

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Public Works Department to ensure that all paperwork is complete and ready.

COMPANY: CYNDY HUTCHINGS

SIGNED BY: Cyndy Hutchings

ADDRESS: PO Box 630

EMAIL: CLERK@CITYOFSENECA.ORG

PHONE: 417-476-2723 SENECA CITY HALL

BID AGREEMENT FORM

(Must be completed and attached to bid sheet)

I CYNAY HUTCHINGS agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an "AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of the sale.

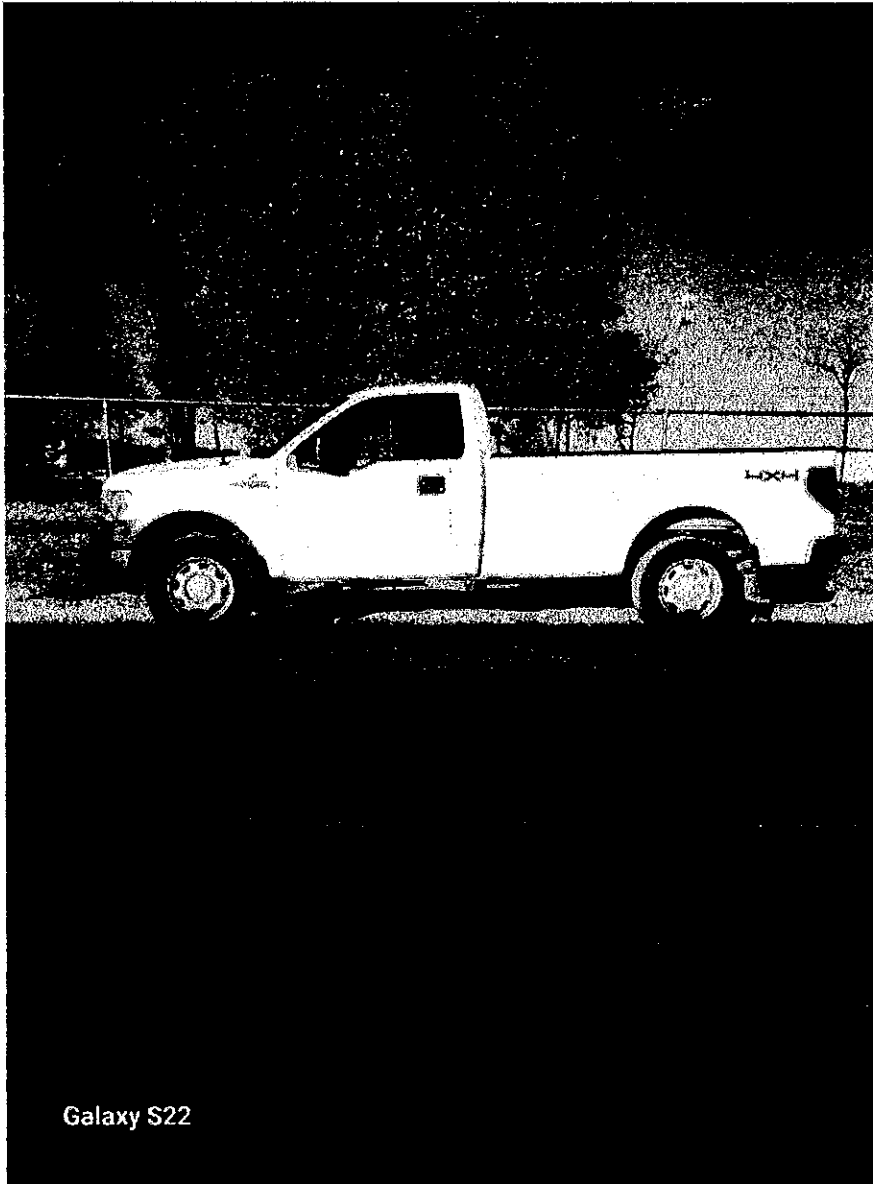
INSPECTION OF PROPERTY: The property offered may be inspected by contacting the Public Works Building at 417-451-8071 between the hours of 8:00 AM and 2:00 PM Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than November 13th at 10:00 am. to Neosho City Hall, 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with Public Works Director Nate Siler or Jeff Barratt at 417-451-8071 during normal business hours.

Signature

Cynay Hutchings Date 11-15-24



#9,000

EQUIPMENT: 2014 F-150 V6 4X4 . Runs and operates.

Miles: 130,236

STARTING BID: \$6,350

Purchase Bid Price: (To be completed by bidding party)

You can bid on one or multiple items.

2008 Chevrolet Uplander _____ \$

2002 Ford F-150 XL _____ \$

2012 Ford F-150 XL _____ \$

2014 Ford F-150 XL \$ 9,000.00 _____ \$

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Public Works Department to ensure that all paperwork is complete and ready.

COMPANY: CITY OF SENECA

SIGNED BY: Judy Hutchings, City Clerk

ADDRESS: P.O. Box 485

EMAIL: CLERK@CITYOFSENECA.ORG

PHONE: 417-776-2723 City Hall

BID AGREEMENT FORM

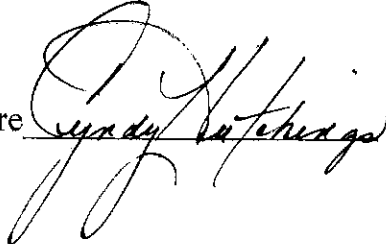
(Must be completed and attached to bid sheet)

I CITY OF SENECA agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an "AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of the sale.

INSPECTION OF PROPERTY: The property offered may be inspected by contacting the Public Works Building at 417-451-8071 between the hours of 8:00 AM and 2:00 PM Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than November 13th at 10:00 am. to Neosho City Hall, 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with Public Works Director Nate Siler or Jeff Barratt at 417-451-8071 during normal business hours.

Signature  Date 11-13-24

BID SPECIFICATIONS:

EQUIPMENT: 2012 F-150 4X4. Runs and operates.

Miles: 157,568

STARTING BID: \$3,200

#8500



Purchase Bid Price: (To be completed by bidding party)

You can bid on one or multiple items.

2008 Chevrolet Uplander _____ \$
2002 Ford F-150 XL _____ \$
2012 Ford F-150 XL \$8,500.00 _____ \$
2014 Ford F-150 XL _____ \$

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Public Works Department to ensure that all paperwork is complete and ready.

COMPANY: CITY OF SENECA

SIGNED BY: Gandy Hutchings, City Clerk

ADDRESS: PO Box 485 SENECA, MO 64865

EMAIL: CLERK@CITYOFSENECA.ORG

PHONE: 417-776-2723 City Hall

BID AGREEMENT FORM

(Must be completed and attached to bid sheet)

I CITY OF SENECA agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an "AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of the sale.

INSPECTION OF PROPERTY: The property offered may be inspected by contacting the Public Works Building at 417-451-8071 between the hours of 8:00 AM and 2:00 PM Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than November 13th at 10:00 am. to Neosho City Hall, 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with Public Works Director Nate Siler or Jeff Barratt at 417-451-8071 during normal business hours.

Signature

[Signature] Date 11-12-24

Purchase Bid Price: (To be completed by bidding party)

You can bid on one or multiple items.

2008 Chevrolet Uplander	_____	\$
2002 Ford F-150 XL	<u>\$ 300.00</u>	\$
2012 Ford F-150 XL	_____	\$
2014 Ford F-150 XL	_____	\$

All bids will have to go to the city council for approval. If you are awarded the bid, equipment or vehicles must be picked up within two weeks of the award. If you are awarded the bid, please make sure to schedule your pick-up with the Public Works Department to ensure that all paperwork is complete and ready.

COMPANY: *Neil Oxendine*

SIGNED BY: *Neil Oxendine*

ADDRESS: *14281 Wallaby Rd Stark City MO*

EMAIL:

PHONE: *417-489-2650*

BID AGREEMENT FORM

(Must be completed and attached to bid sheet)

I Nest Osundine agree to purchase the items for which I have entered bid amounts in the "amounts bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I am agreeing to buy what I bid on in an "AS IS WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of the sale.

INSPECTION OF PROPERTY: The property offered may be inspected by contacting the Public Works Building at 417-451-8071 between the hours of 8:00 AM and 2:00 PM Tuesday through Thursday to arrange an appointment.

BID SUBMITTAL: Bids must be signed by the bidder and be delivered by mail or in person in a sealed envelope no later than **November 13th** at 10:00 am. to Neosho City Hall, 203 E. Main St, Neosho Missouri 64850.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cashier's check, certified check, or money order made payable to the CITY OF NEOSHO MISSOURI, or by credit card (additional fees apply). Full payment must be received, and the property removed within 14 days from acceptance of the bid. Security or building access may apply to the removal of property and the bidder must coordinate with Public Works Director Nate Siler or Jeff Barratt at 417-451-8071 during normal business hours.

Signature Nest Osundine Date 11-13-24

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: Clarifier Skirting

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Clarifier Skirting Bid

PURPOSE:

To approve the bid for D&S Erectors, LLC.

BACKGROUND:

I went out for bids to rebuild the second clarifier at the Shoal Creek Waste Water plant. Bids were sent to several bidders and the following were received.

D&S Erectors, LLC Bid: \$74,285.33

K&B Excavating & Construction Bid: \$82,500.00

417 Concrete & Construction Bid: \$84,675.00

This is a budgeted item in this fiscal year in the amount of \$90,000.00

RECOMMENDATION:

Staff recommends approving the bid with D&S Erectors, LLC in the amount of \$74,285.33.

BID FORM

Description: (To be completed by bidding party)

Labor, materials and equipment to remove, fabricate and replace the clarifier skirting, v-notch weir trough and the weir skim pipe using approximately 51 pieces of 1/16" aluminum sheets 48" x 128", 2" x 2" x 3/16" aluminum angle for the top and bottom of the curtain, aluminum flat and aluminum angle stiffeners, curtain hangers, approx. 298" x 3/16" SQ steel trough, approx. 298" x 1/8" SQ aluminum trough with v-notches, rubber for splices in aluminum trough, trough hangers, 6" x 3/16" round tube, 3/16" plate, assorted nuts, bolts and washers.

Price(s) for unit(s) meeting enclosed specifications: \$74,285.33

F.O.B. Neosho, MO

Projected Shipping Date: 12/15/2024 – start 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: D&S Erectors, LLC

ADDRESS: 9317 Hwy 43, Seneca, MO 64865

PHONE: 417-499-0999

EMAIL: mica@dandserectors.com

BY: Mica Willis

BID FORM

Description: (To be completed by bidding party)

- Labor, material and equipment to remove, fabricate and replace the clarifier skirting
- Labor, material and equipment to remove, fabricate and replace the v-notch weir trough
- Labor, material and equipment to remove, fabricate and replace the weir skim pipe

Price(s) for unit(s) meeting enclosed specifications: \$82,500.00

F.O.B. Neosho, MO

Projected Shipping Date: 1/6/2025

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: K&B Excavating and Construction

ADDRESS: 10501 Apricot, Joplin, MO 64804

PHONE: 417-540-2721

EMAIL: kandbexcavatingandconstruction@gmail.com

BY: Kevin Evans

BID FORM

Description: (To be completed by bidding party)

- Approx. 51 pieces -1/16" Aluminum sheets 48" x 128"
- 2" x 2" x 3/16" aluminum angle for top of curtain
- Aluminum flat and aluminum angle stiffeners
- Curtain hangers
- Approximately 298" x 3/16" SQ steel trough
- Approximately 298" x 1/8" SQ aluminum trough with v notches
- Rubber for splices in aluminum trough
- Trough hangers
- 6" x 3/16" round tube
- 3/16" plate
- Assorted nuts, bolts, washers

Price(s) for unit(s) meeting enclosed specifications: \$84,675.00

F.O.B. Neosho, MO

Projected Shipping Date: 1/8/2025

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).

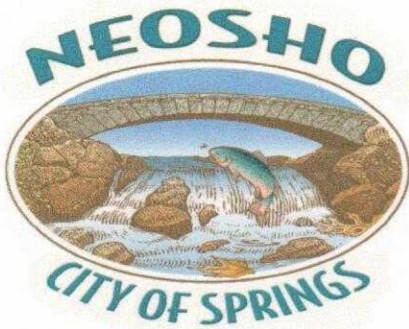
COMPANY: 417 Concrete & Construction

ADDRESS: 1628 Shawnee Ave., Seneca, MO 64865

PHONE: 417-389-3461

EMAIL: 417concreteandconstruction@gmail.com

BY: David Inkanish



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday, November 15, 2024 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: Clarifier skirting, weir replacement, weir skim pipe replacement

Please label the envelope: Clarifier skirting, weir replacement, weir skim pipe replacement -Bid Opening November 15, 2024 @ 10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Ken Brady, Alliance Water Resources Local Manager, 15318 Kentucky Rd. Neosho, Mo. 64850 (417) 451-8080
kbrady@alliancewater.com.

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

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

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

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

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.

1. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of

property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

2. 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.
3. 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.
4. 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.
5. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

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

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Clarifier skirting, weir replacement, weir skim pipe replacement

Project Scope:

- Labor, material and equipment to remove, fabricate and replace the clarifier skirting
- Labor, material and equipment to remove, fabricate and replace the v-notch weir trough
- Labor, material and equipment to remove, fabricate and replace the weir skim pipe

The City of Neosho reserves the right to refuse any bid and/or accept the bid considered most responsible.

Equipment Scope:

- Approx. 51 pieces -1/16" Aluminum sheets 48" x 128"
- 2" x 2" x 3/16" aluminum angle for top of curtain
- Aluminum flat and aluminum angle stiffeners
- Curtain hangers
- Approximately 298" x 3/16" SQ steel trough
- Approximately 298" x 1/8" SQ aluminum trough with v notches
- Rubber for splices in aluminum trough
- Trough hangers
- 6" x 3/16" round tube
- 3/16" plate
- Assorted nuts, bolts, washers

Equipment Schedule:

Note:

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: City Hall Vehicle Bids

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT: None

PURPOSE:

To approve bids from Griffith Motor Company for the purchase of a new city hall vehicle.

BACKGROUND:

The city approved this year's budget to replace the 2007 Dodge van that is utilized by city employees for traveling. The staff obtained a trade in value from Griffith Motors in the amount of \$4,155.00. Under a sealed bid, the vehicle got a private buyer for the amount of \$4,401.00. This bid has been approved and will be added to the current budget for the replacement vehicle.

Griffith Motor Bid:

2024 Chevrolet Trailblazer LT, Sale Price: \$25,400.00

MSRP \$ 26,980.00

2025 Chevrolet Trailblazer LT, Sale Price: \$27,975.00,

MSRP \$ 28,870.00

RECOMMENDATION:

Approve the purchase of the 2024 Chevrolet Trailblazer for the amount of \$25,400.00.

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: ARPA bids (Hatchery/Lower School Branch)

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Asbell recommendation for award 11-14-2024
 2. Stormwater Infrastructure, Neosho, MO 11-12-2024, TOB
-

PURPOSE:

To approve the recommendation of ALLGEIER, MARTIN and ASSOCIATES, INC. (AMA) for storm water projects.

BACKGROUND:

We reviewed the two (2) bids on November 12, 2024, for the construction of the storm water drainage ditches known as the Hatchery Branch and Lower School Branch.

It is the recommendation of AMA that the City award the contract to Jeff Asbell Excavating & Trucking, Inc. from Carl Junction, Missouri.

This recommendation is predicated upon the following:

1. Jeff Asbell Excavating & Trucking, Inc. is the low responsive, responsible bidder with a Base bid plus Additive in the amount of \$2,632,444.98.
2. AMA experience with projects performed by Jeff Asbell Excavating & Trucking, Inc. suggests that they are capable of performing the work as stated in the plans and specifications.
4. The Missouri Department of Transportation recognizes Jeff Asbell Excavating & Trucking, Inc., as an approved highway contractor.

The total of the Base Bid plus Additive Bid is in the amount of \$2,632,444.98. It is the recommendation of AMA to accept the Additive Bid.

RECOMMENDATION:

To approve the bid as submitted and recommended by AMA in the amount of \$ 2,632,444.98.



November 14, 2024

David Kennedy, City Manager
City of Neosho
203 E Main Street
Neosho, MO 64850

RE: Stormwater Infrastructure, DNR-SW-833118D9DC
Recommendation of Award
Neosho, MO

Dear Mr. Kennedy:

We have reviewed the two (2) bids received November 12, 2024 for the construction of the referenced project, and subsequently prepared a tabulation of those bids. The total on the enclosed Tabulation of Bids shows the amounts of the submitted bids.

It is the recommendation of this office that the City award the contract to Jeff Asbell Excavating & Trucking, Inc. from Carl Junction, Missouri. This recommendation is predicated upon the following:

1. Jeff Asbell Excavating & Trucking, Inc. is the low responsive, responsible bidder with a Base bid plus Additive in the amount of \$2,632,444.98.
2. A recent conversation with Rust Snyder Estimator, for Jeff Asbell Excavating & Trucking, Inc. suggests that they are comfortable with the submitted bid.
3. Our experience with projects performed by Jeff Asbell Excavating & Trucking, Inc. suggests that they are capable of performing the work as stated in the plans and specifications.
4. The Missouri Department of Transportation recognizes that Jeff Asbell Excavating & Trucking, Inc., as an approved highway contractor.
5. Jeff Asbell Excavating & Trucking, Inc. has submitted all required documentation.

The project was bid with Base Bid A plus an Additive Bid for road removal & closure, and an Alternate Bid for ductile iron sewer pipe, Base Bid B. An evaluation of the bid tabulation suggests that acceptance of the Alternate Bid for ductile iron sewer pipe will yield a higher cost and will make future maintenance thus providing a undesirable alternative when compared to steel encased PVC sewer pipe.

The total of the Base Bid plus Additive Bid is in the amount of \$2,632,444.98. It is the recommendation of this office to accept the Additive Bid. If the City concurs with this recommendation, please sign each copy of this letter below as indicated and return one copy to this office. Pursuant to our discussions, we will email a copy of the draft construction contract for Jeff Asbell Excavation & Trucking, Inc. for the City's review and consideration.

If you have any questions, please call.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Alec McDonald, E.I.

Accepted,

CITY OF NEOSHO, MISSOURI

David Kennedy,
City Manager

Enclosures: Bid Tabulations



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

Tabulation of Bids
Branch Offices: Kansas City, Rolla, Springfield, Tulsa & Bentonville
Tabulation of Bids

Project: Stormwater Infrastructure
Location: Neosho, MO
Bid Date: 11/12/2024 11:00
Engineers Estimate: \$4,971,788.00
Engineer: Michael Atkinson, P.E., Vice President, Alec McDonald, E.I.

Jeff Asbell Excavating &
Trucking, Inc.
Carl Junction, MO

Emery Sapp & Sons, Inc.
Springfield, MO

Base Bid A: Lower High School Branch

Item No.	Description	Unit	Quantity
1	Removal of Improvements	LS	1
2	Class A Excavation	CY	22,380
3	Class 3 Excavation in Rock	CY	315
4	Class 4 Excavation	CY	3,508
5	Furnishing and Placing Type 2 Rock Blanket	CY	1,030
6	30" Dia. SDR 26 PVC Gravity Sewer Pipe (Trenching, Bedding, Backfill)	LF	572
7	16" Dia. Steel Pressure Sewer Pipe Lowering (Trenching, Bedding, Backfill)	LF	104
8	42" Dia. Steel Encasement	LF	160
9	Pressure Testing and Deflection Testing of 16" Dia. Pressure Sewer Pipe	LF	104
10	Pressure Testing and Deflection Testing of 36" Dia. Gravity Sewer Pipe	LF	572
11	Class 4 Excavation in Rock	CY	10
12	Type 1, 60" Diameter Precast Manholes, Complete & In-Place (7.5 ft Standard Depth)	EA	3
13	Type 1, 60" Dia. Drop Manhole, Comple & In-Place (7.5 ft Standard Depth)	EA	3
14	TYPE I, 60" Diameter Extra Depth, Complete & In Place	LF	40
15	Hydrostatic Testing of Type 1, 60" Dia. Manholes, Complete	EA	6
16	Connection to Existing Manhole	EA	1
17	60" Dia. Manhole with Bolt on Lid with Gasket	EA	2
18	4" AFK Easy Valve	EA	2
19	8" AVK Easy Valve	EA	7
20	Water Line Relocation 4" Dia. Class C900 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	LF	105

Extended	
Unit Price	Total
\$ 18,469.17	\$ 18,469.17
\$ 8.21	\$ 183,739.80
\$ 136.80	\$ 43,092.00
\$ 42.82	\$ 150,212.56
\$ 59.26	\$ 61,037.80
\$ 260.55	\$ 149,034.60
\$ 336.31	\$ 34,976.24
\$ 279.39	\$ 44,702.40
\$ 15.76	\$ 1,639.04
\$ 3.42	\$ 1,956.24
\$ 136.81	\$ 1,368.10
\$ 8,509.37	\$ 25,528.11
\$ 16,267.80	\$ 48,803.40
\$ 319.62	\$ 12,784.80
\$ 907.74	\$ 5,446.44
\$ 2,154.20	\$ 2,154.20
\$ 8,027.26	\$ 16,054.52
\$ 8,960.58	\$ 17,921.16
\$ 11,447.51	\$ 80,132.57
\$ 107.08	\$ 11,243.40

Extended	
Unit Price	Total
\$ 6,665.82	\$ 6,665.82
\$ 18.78	\$ 420,296.40
\$ 230.41	\$ 72,579.15
\$ 23.04	\$ 80,824.32
\$ 85.92	\$ 88,497.60
\$ 405.08	\$ 231,705.76
\$ 604.99	\$ 62,918.96
\$ 663.08	\$ 106,092.80
\$ 8.27	\$ 860.08
\$ 3.01	\$ 1,721.72
\$ 230.41	\$ 2,304.10
\$ 9,710.01	\$ 29,130.03
\$ 32,010.89	\$ 96,032.67
\$ 394.83	\$ 15,793.20
\$ 762.86	\$ 4,577.16
\$ 9,147.91	\$ 9,147.91
\$ 9,710.01	\$ 19,420.02
\$ 12,713.62	\$ 25,427.24
\$ 16,206.39	\$ 113,444.73
\$ 111.85	\$ 11,744.25

21	Water Line Relocation 8" Dia. Class C900 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	LF	509	\$ 80.85	\$ 41,152.65	\$ 151.40	\$ 77,062.60
22	Flushing, Pressure and Leak Testing, and Disinfection of 4" Dia. Water Lines, Complete & In-Place, Per Plans & Specifications	LS	1	\$ 899.11	\$ 899.11	\$ 859.65	\$ 859.65
23	Flushing, Pressure and Leak Testing, and Disinfection of 8" Dia. Water Lines, Complete & In-Place, Per Plans & Specifications	LS	1	\$ 1,639.49	\$ 1,639.49	\$ 2,578.95	\$ 2,578.95
24	Triple 8' Tall x 15' Span RCB (Trenching, Bedding, Backfill, Surface Restoration) (N. High)	EA	1	\$ 699,329.55	\$ 699,329.55	\$ 1,100,812.43	\$ 1,100,812.43
25	Precast Concrete Block Retaining Wall	SY	155	\$ 719.84	\$ 111,575.20	\$ 775.92	\$ 120,267.60
26	4" Thick Asphaltic Pavement	SY	605	\$ 47.62	\$ 28,810.10	\$ 35.50	\$ 21,477.50
27	8" Thick Concrete Pavement	SY	119	\$ 105.82	\$ 12,592.58	\$ 87.99	\$ 10,470.81
28	Geogrid	SY	724	\$ 3.47	\$ 2,512.28	\$ 6.46	\$ 4,677.04
29	Type 1 Aggregate For Base, 6" Thick	SY	724	\$ 8.28	\$ 5,994.72	\$ 14.85	\$ 10,751.40
30	Standard Curb & Gutter	LF	148	\$ 51.11	\$ 7,564.28	\$ 36.22	\$ 5,360.56
31	ADA Ramps	EA	4	\$ 2,191.43	\$ 8,765.72	\$ 2,331.17	\$ 9,324.68
32	Truncated Domes	SF	84	\$ 89.95	\$ 7,555.80	\$ 22.32	\$ 1,874.88
33	Concrete Sidewalk	SY	55	\$ 93.57	\$ 5,146.35	\$ 89.02	\$ 4,896.10
34	6" Thick Concrete Paved Ditch	SY	234	\$ 91.52	\$ 21,415.68	\$ 91.38	\$ 21,382.92
35	4' Tall Black Vinyl Coated Chain Link Fence	LF	350	\$ 97.62	\$ 34,167.00	\$ 112.07	\$ 39,224.50
36	Concrete Washout Basin	EA	1	\$ 1,406.23	\$ 1,406.23	\$ 607.44	\$ 607.44
37	Traffic Control	LS	1	\$ 6,349.26	\$ 6,349.26	\$ 10,326.45	\$ 10,326.45
38	Contractor Furnished Surveying and Staking	LS	1	\$ 8,465.68	\$ 8,465.68	\$ 13,728.09	\$ 13,728.09
39	Furnishing & Placement of Filter Sock Fence	LF	730	\$ 3.25	\$ 2,372.50	\$ 4.25	\$ 3,102.50
40	Construction Entrance	LS	1	\$ 2,453.49	\$ 2,453.49	\$ 3,037.19	\$ 3,037.19
41	Mobilization	LS	1	\$ 95,700.70	\$ 95,700.70	\$ 47,682.20	\$ 47,682.20
42	Finish Grading	LS	1	\$ 27,323.63	\$ 27,323.63	\$ 3,961.35	\$ 3,961.35
43	Topsoil, Seeding, Fertilizing, Liming and Mulching	AC	2.9	\$ 10,572.00	\$ 30,658.80	\$ 17,573.80	\$ 50,964.02
44	Maintain SWPPP, Including Reporting Requirements	LS	1	\$ 9,381.80	\$ 9,381.80	\$ 6,074.38	\$ 6,074.38
45	All Other Miscellaneous Items Necessary for Completion of the Project, Complete and In Place	LS	1	\$ 5,608.51	\$ 5,608.51	\$ 21,145.81	\$ 21,145.81
49	16" Dia. Steel Encasement	LF	173	\$ 297.17	\$ 51,410.41	\$ 284.82	\$ 49,273.86
BASE BID TOTAL				\$ 2,140,548.07		\$ 2,990,834.97	*

Additive Bid A

Item No.	Description	Unit	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
46	Removal and Closure of Lincoln and Adams St.	SY	980	\$ 8.46	\$ 8,290.80	\$ 10.43	\$ 10,221.40
47	Topsoil, Seeding, Fertilizing, Liming and Mulching	AC	0.2	\$ 25,905.40	\$ 5,181.08	\$ 31,261.93	\$ 6,252.39
48	Installation of MODOT Type 4 Object Markers	EA	4	\$ 499.48	\$ 1,997.92	\$ 573.42	\$ 2,293.68
ADDITIVE BID TOTAL				\$ 15,469.80		\$ 18,767.47	

Bid Alternate 1

Item No.	Description	Unit	Quantity
49	30" Dia. Ductile Iron Gravity Sewer Pipe (Trenching, Bedding, Filling)	LF	572
BID ALTERNATE 1 TOTAL			

Unit Price	Extended Total
\$ 379.00	\$ 216,788.00
\$ 216,788.00	

Unit Price	Extended Total
\$ 587.28	\$ 335,924.16
\$ 335,924.16	

Base Bid B: Hatchery Branch

Item No.	Description	Unit	Quantity
1	Removal of Improvements	LS	1
2	Unclassified Excavation	CY	14,480
3	Furnishing and Placing Type 2 Rock Blanket	CY	1,260
4	8" Dia. SDR 35 PVC Gravity Sewer Pipe (Trenching, Bedding, Backfill)	LF	302
5	Pressure Testing and Deflection Testing of 8" Dia. Gravity Sewer Pipe	LF	302
6	Type 1, 48" Diameter Precast Manholes, Complete & In-Place (7.5 ft Standard Depth)	EA	3
7	Hydrostatic Testing of Type 1, 48" Dia. Manholes, Complete	EA	3
8	24" Class III Reinforced Concrete Pipe, Inc. Trenching, Bedding, Backfill	LF	70
9	24" Concrete Flared End Section, Inc. Trenching, Bedding, Backfill	EA	1
10	Remove and Replace 4' Chainlink Fence	LF	175
11	Traffic Control	LS	1
12	Contacto Furnished Surveying and Staking	LS	1
13	Mobilization	LS	1
14	Furnishing and Placing of Filter Sock Fence	LF	780
15	Construction Entrance	EA	1
16	Finish Grading	LS	1
17	Topsoil, Seeding, Fertilizing, Liming and Mulching	LS	1
18	Maintain SWPPP, Including Reporting Requirements	LS	1
19	All Other Miscellaneous Items Necessary for Completion of the Project, Complete and In Place	LS	1
BASE BID TOTAL			

Unit Price	Extended Total
\$ 49,725.55	\$ 49,725.55
\$ 10.74	\$ 155,515.20
\$ 57.73	\$ 72,739.80
\$ 77.36	\$ 23,362.72
\$ 3.68	\$ 1,111.36
\$ 5,870.89	\$ 17,612.67
\$ 669.77	\$ 2,009.31
\$ 65.78	\$ 4,604.60
\$ 1,187.23	\$ 1,187.23
\$ 59.79	\$ 10,463.25
\$ 2,645.52	\$ 2,645.52
\$ 4,232.85	\$ 4,232.85
\$ 85,894.28	\$ 85,894.28
\$ 3.43	\$ 2,675.40
\$ 2,453.49	\$ 2,453.49
\$ 7,352.85	\$ 7,352.85
\$ 25,412.98	\$ 25,412.98
\$ 6,052.37	\$ 6,052.37
\$ 1,375.68	\$ 1,375.68
\$ 476,427.11	

Unit Price	Extended Total
\$ 9,138.84	\$ 9,138.84
\$ 18.39	\$ 266,287.20
\$ 97.00	\$ 122,220.00
\$ 87.86	\$ 26,533.72
\$ 3.47	\$ 1,047.94
\$ 6,064.72	\$ 18,194.16
\$ 762.86	\$ 2,288.58
\$ 154.12	\$ 10,788.40
\$ 1,954.57	\$ 1,954.57
\$ 81.96	\$ 14,343.00
\$ 6,074.38	\$ 6,074.38
\$ 6,183.71	\$ 6,183.71
\$ 18,537.55	\$ 18,537.55
\$ 4.25	\$ 3,315.00
\$ 3,037.19	\$ 3,037.19
\$ 1,527.65	\$ 1,527.65
\$ 73,472.93	\$ 73,472.93
\$ 3,037.19	\$ 3,037.19
\$ 36,156.46	\$ 36,156.46
\$ 624,138.47	

* denotes mathematical error

This is to certify that at 11:00 am on November 12, 2024 at Neosho City Hall, Neosho, MO, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By  
Michael Atkinson, P.E., Vice President, Alec McDonald, E.I.

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: Bill No. 2024-100: Updated User Agency Agreement for Inquiry Access to the Missouri Uniform Law Enforcement System(MULES)

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2024-100 Approving MULES and NCIC
 2. MSHP User Agency Agreement - MULES Inquiry Access
-

PURPOSE:

The new MULES agreement removes all 'entry' abilities, and drops the department back to "Inquiry only"

BACKGROUND:

The new MULES agreement removes all 'entry' abilities, and drops the department back to "Inquiry only". This reduction will allow the clerks to receive training (re-certification) online and will speed up the audit process. The police department has never utilized the entry option with MULES, all entry is done at the dispatch level. This change will have no negative Impacts on the police department.

RECOMMENDATION:

Allow the Police Chief to sign the agreement with the state CJIS division.

AN ORDINANCE of the City of Neosho, authorizing Agreements between the City of Neosho, Missouri, and the Missouri State Highway Patrol for the purpose of establishing standard operating procedures for transactions using the Missouri Uniform Law Enforcement System (“MULES”) and National Crime Information Center (“NCIC”) systems; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Missouri State Highway Patrol, for the purpose of establishing standard operating procedures for terminal agency transactions using the Missouri Uniform Law Enforcement System (“MULES”) and National Crime Information Center (“NCIC”) systems, 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 Agreement by and between the City of Neosho, Missouri, and the Missouri State Highway Patrol, for the purpose of establishing standard operating procedures for non-terminal agency transactions using the Missouri Uniform Law Enforcement System (“MULES”) and National Crime Information Center (“NCIC”) systems, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “B,” be and the same is hereby approved.

Section 3. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

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

USER AGENCY AGREEMENT

FOR INQUIRY ACCESS TO THE MISSOURI UNIFORM LAW ENFORCEMENT SYSTEM (MULES)

This agreement is made and entered into this ____ day of _____, _____, by and between the Missouri State Highway Patrol (hereinafter referred to as MSHP), administrator of the Missouri Statewide Criminal Justice Information Systems (hereinafter referred to as CJIS), and the _____ (hereinafter referred to as USER AGENCY).

The MSHP, as the State CJIS System Agency (CSA), oversees all USER AGENCY computer interfaces to CJIS from the General Headquarters facilities in Jefferson City, Missouri.

1. **PURPOSE OF AGREEMENT:** This agreement provides for the MSHP to serve as the state agency responsible for compliance with appropriate rules and regulations governing the handling, storage, dissemination, and destruction of Criminal Justice Information (CJI) obtained from MULES and all associated systems. This agreement governs the exchange of information between the MSHP Criminal Justice Information Services Division and the USER AGENCY.
2. **DUTIES OF THE MSHP:** The MSHP agrees to furnish the USER AGENCY such information as is available via MULES and authorized for the USER AGENCY. The MSHP further agrees to incorporate the necessary rules, regulations and operating procedures of the State of Missouri, the Federal Government (FBI/NCIC) and other interfaced computer networks (NLETS, DOR, etc.) into the MULES Policy and Standards Manual and to provide specialized training on such rules, regulations, and procedures.
3. **DUTIES OF THE USER AGENCY:** The USER AGENCY will collect, receive, store, use and disseminate all information covered by the terms of this agreement in strict compliance with Federal and State laws and regulations, as well as all rules, policies and procedures as described in the CJIS Security Policy, NCIC Operating Manual, and the MULES Policy and Standards Manual.
4. **NETWORK MANAGEMENT:** The MSHP will be responsible for providing network management coordination and network support from the MSHP CJIS Division to the MSHP network equipment at the USER AGENCY. The USER AGENCY will be responsible for the acquisition, installation, costs, and management of their network. If the USER AGENCY contracts with a third-party vendor for connectivity to MULES, the USER AGENCY is also responsible for all costs associated with that connectivity and required equipment. MSHP will furnish the USER AGENCY with information relating to changes in the MSHP managed network. Any impact this could have on the USER AGENCY network will be the responsibility of the USER AGENCY.
5. **NETWORK EQUIPMENT:** If necessary, state-owned network equipment may be installed at the USER AGENCY to provide the network connectivity and network management from the agency

site to the MSHP. In sites where multiple agencies are located, the state-owned equipment will typically be installed at a 24-hour, 7 day-a-week site. The USER AGENCY site where state owned equipment is installed agrees to provide MSHP technical staff, or technical workers contracted by MSHP, access to the equipment. The USER AGENCY also agrees to refrain from interfering with the state-owned equipment or equipment of other co-located agencies. If a situation occurs that the USER AGENCY deems it is necessary to interact with the state-owned equipment, the USER AGENCY will notify the CJIS Help Desk of the situation and then proceed only with the approval from the CJIS Help Desk. If a situation occurs that the USER AGENCY deems it necessary to interact with network equipment of other co-located agencies, the USER AGENCY will coordinate this with the affected agency. Failure to comply will result in the relocation of the state-owned equipment to a different site. Procurement of and all changes to computer terminals, data sets and circuits between and connecting the terminal stations and CJIS shall be coordinated with MSHP CJIS. The type of electronic equipment used at the terminal station shall be compatible with the standards set forth in the FBI CJIS Security Policy and shall meet with the approval of the state CJIS Information Security Officer (ISO).

6. **COMPUTER SUPPORT:** The MSHP will assist USER AGENCY with connection and computer-related issues via its 24x7 helpdesk. MSHP personnel will be responsible for assisting USER AGENCY information technology (IT) staff, or contracted IT vendors, with the validation of the minimum established computer requirements necessary for connecting to CJIS. With the approval and/or oversight of the USER AGENCY IT resources, the MSHP may utilize remote control software to establish remote sessions to USER AGENCY devices to troubleshoot reported problems. MSHP will not assume responsibility for the installation of software on USER AGENCY devices, including new installations, updates, or software maintenance. If requested, MSHP will work with USER AGENCY IT staff, or contracted IT vendors, to educate them on the IT-related policies, procedures, and installations necessary to successfully access MULES.
7. **FINANCIAL OBLIGATION:** The USER AGENCY, if connecting to MULES directly through the MSHP, will be responsible for the payment of applicable fees associated with the connection. MSHP Costs are based on access, MSHP network infrastructure costs, and the costs for the monthly circuit charges. Failure to pay such applicable fees to MSHP will result in the disconnection of access to MULES and any state-owned network communication equipment will be removed from the agency. If the agency desires to share a connection with another criminal justice agency for any CJIS supported function, the MSHP must be notified, and proper connection paperwork completed to ensure appropriate billing and connection tracking is completed. As indicated in the conditions for "Cancellation" below, the MSHP will provide the USER AGENCY with a written notice of cancellation to the USER AGENCY a minimum of thirty (30) days prior to disconnection. The USER AGENCY will still be responsible for the payment of fees from the date of notification of cancellation through actual disconnection.
8. **TERMINAL AGENCY ADMINISTRATOR:** By definition, the USER AGENCY Head (Chief, Sheriff, Director, Judge, Prosecutor, etc.) is designated as the agency's Terminal Agency Administrator (TAA). The TAA is responsible for oversight of the agency's use of CJIS and ensures agency compliance with all applicable federal and state regulations. The TAA is responsible for policy and personnel decisions and, in turn, must keep the state CJIS Systems Officer (CSO) informed of

the designated agency Terminal Agency Coordinator (TAC) and Local Agency Security Officer (LASO). The TAA must be a full-time employee of the agency. If the USER AGENCY is an independent 911 Communication Center, which is not a law enforcement agency, then the TAA must also be a fully certified MULES operator. The USER AGENCY must inform the MSHP Access Integrity Unit (AIU) each time a new TAA is designated by submitting a SHP-130.

9. **TERMINAL AGENCY COORDINATOR:** The USER AGENCY TAA will designate an agency Terminal Agency Coordinator (TAC) to serve as the point of contact on all matters relating to MULES access. The TAC is responsible for administering local MULES related operations and ensuring proper procedures, training, and documentation are maintained locally. It is preferred that the TAC be a full-time employee of the agency and an experienced operator in a position to make or influence management decisions regarding MULES. The TAC must also attend at least one (1) regional TAC meeting hosted by the MSHP CJIS Division per calendar year. The USER AGENCY TAA must inform the MSHP Access Integrity Unit (AIU) each time a new TAC is designated by submitting a SHP-130.
10. **LOCAL AGENCY SECURITY OFFICER:** The USER AGENCY TAA will designate an agency Local Agency Security Officer (LASO) to serve as the point-of-contact on all matters relating to the technical and physical security of CJIS. The LASO is responsible for identifying which agency personnel are authorized to access MULES, connecting agency equipment to the MSHP network, and ensuring appropriate security measures are in place. It is preferred that the LASO be an employee of the agency that is connected to MULES, but exceptions are allowed on a case-by-case basis. The USER AGENCY TAA must inform the MSHP Access Integrity Unit (AIU) each time a new LASO is designated by submitting a SHP-130.
11. **TRAINING OF PERSONNEL:** All USER AGENCY personnel accessing MULES must complete the appropriate certification training course provided by the MSHP within six (6) months of hire. Users must also maintain access by completing periodic recertification training or testing as set forth in the FBI CJIS Security Policy and MULES Policy and Standards Manual.

The MSHP will provide ongoing training opportunities through classes, conferences, newsletters, and other platforms to ensure users are kept current on changes to MULES operation or policy.

12. **SCREENING OF PERSONNEL:** The USER AGENCY must conduct both a fingerprint-based background check and NCIC/MULES name-based background check on all personnel (operators, IT contractors, IT vendors, etc.) who have direct access to MULES prior to granting access. The USER AGENCY must also track any arrests of MULES users either by enrolling in State and Federal Rap Back, or by conducting a name-based background check on all direct access personnel via MULES at least every two (2) years following the date of hire. Additionally, the USER AGENCY must conduct a fingerprint-based background check on all custodial or support personnel who have unescorted physical access to any areas where CJIS is accessed or stored. The results of these background checks must be kept on file and made available for inspection during any MSHP CJIS Division or FBI CJIS Division Policy Compliance Review or Technical Security Audits. All employment eligibility determinations based on the results of the required background check(s), specifically the hiring or termination of any agency employee, are at the sole discretion of the USER AGENCY. However, any direct access operator, IT contractor, or IT

vendor with a felony conviction or felony arrest awaiting final disposition cannot be granted access to CJIS or be assigned to work in a location where CJ is accessed or stored. If a background check reveals any other arrest pertaining to an operator, IT contractor, or IT vendor, the USER AGENCY TAA must submit an SHP-132 to the MSHP identifying the criminal activity and requesting permission to grant that specific operator, IT contractor, or IT vendor access to MULES.

13. **DISSEMINATION:** The USER AGENCY must assure that Criminal History Information (CHRI) received from MULES will only be used for those purposes for which it was requested. Any CHRI released or disseminated to any other criminal justice agency must be noted in a dissemination log maintained by the USER AGENCY for a period of at least thirteen (13) months from the date of release.

CJI obtained from MULES that is not CHRI, such as warrant information, Missouri Department of Revenue information, etc. may be shared with other criminal justice agencies for purposes related to the administration of criminal justice as defined in by 28 CFR, Part 20.

If the USER AGENCY intends to regularly share or exchange CHRI or CJI with another criminal justice agency, agreements such as Terminal and Non-Terminal User Agreements or Information Exchange Agreements between the servicing and serviced agencies are recommended.

14. **AUDIT:** The USER AGENCY understands that their local policies and procedures are subject to MULES/NCIC Policy Compliance Reviews (PCRs) and Technical Security Audits (TSAs) by the MSHP CJIS Division and/or the FBI CJIS Division.
15. **SECURITY:** The USER AGENCY agrees to limit access to information furnished by the MSHP via MULES to its own employees and other criminal justice/law enforcement agencies who have entered into Terminal Agency Agreements, Non-Terminal Agency Agreements, or Information Exchange Agreements with the USER AGENCY itself, or have an authorized right to this information as established by state or federal laws or regulations. Each individual operator will be required to use their own unique username and password, as well as log off of MULES at the end of each session and secure their computer when leaving it unattended. Furthermore, the USER AGENCY agrees that they will not attempt in any way to modify the Internet Protocol (IP) Address of the specific terminal device assigned by the MSHP. This will ensure that NCIC requirements are adhered to for technical security audit purposes.
16. **ENCRYPTION:** All CJIS Criminal Justice Information (CJI) transmitted over a common carrier must be encrypted pursuant to the provisions of the FBI CJIS Security Policy.
17. **NETWORK DIAGRAM:** The USER AGENCY is responsible, based on FBI CJIS Security Policy, for providing a network diagram depicting the agency's network configuration including the location of all computer equipment, connectivity to CJIS, and data flow within the local network. This network diagram must be updated every three (3) years and submitted to the state ISO for review and approval.
18. **MISUSE:** The USER AGENCY agrees that use of MULES or the associated systems for purposes other than the administration of criminal justice as defined in 28 CFR, Part 20 is a Class A

Misdemeanor pursuant to Section 576.050 Revised Statutes of Missouri (RSMo) as well as a potential violation of several federal laws, depending on the nature of the information accessed or disseminated.

Any misuse of MULES or the associated systems must be reported immediately to the MSHP Security Audit Unit.

19. **SUSPENSION OF SERVICE**: The MSHP reserves the right to immediately suspend MULES access and services covered by the terms of this agreement to the USER AGENCY when any terms of this agreement or documents incorporated herein are violated or reasonably appear to be violated. The MSHP shall restore access and resume all services upon receipt of satisfactory proof that such violations did not occur or that such violations have been fully corrected or eliminated.
20. **RE-EXECUTION**: This agreement should be reviewed and re-executed upon the assignment of a new USER AGENCY TAA. Failure to do so will not result in termination of services, however agreements will be reviewed as part of the audit process and re-executed as necessary.
21. **CANCELLATION**: The MSHP or the USER AGENCY may cancel this agreement upon thirty (30) days-notice in writing to the other party.
22. **INCORPORATION**: The following documents and legislation are incorporated into this User Agency Agreement:
 - 1) NCIC Operating Manual and related Technical and Operational Updates (TOUs)
 - 2) NCIC Code Manual
 - 3) Interstate Identification Index (III)/National Fingerprint File (NFF) Operational and Technical Manual
 - 4) FBI CJIS Security Policy
 - 5) FBI CJIS Security Addendum
 - 6) NLETS User and Technical Guide
 - 7) MULES Policy and Standards Manual
 - 8) MULES Terminal Agency Coordinator (TAC) Guide
 - 9) MULES On the Job Training (OJT) Workbook
 - 10) MSHP CJIS Purpose Code X Manual
 - 11) MSHP CJIS Policy Compliance Review Reference Manual: Fingerprint-Based Identification for Non-Criminal Justice Purposes
 - 12) All MSHP CJIS Newsletters
 - 13) Minutes of FBI CJIS Advisory Policy Board meetings

- 14) Bylaws for the FBI CJIS Advisory Policy Board and FBI CJIS Working Groups
- 15) Title 28, Code of Federal Regulations, Parts 16; 20; 25; 50; 901; 906
- 16) Title 5, United States Code, Chapter 91
- 17) Title 5, United States Code, Sections 552; 552a; 534
- 18) Title 18, United States Code, Section 2721
- 19) Title 42, United States Code, Chapter 72
- 20) Title 42, United States Code, Sections 14611 - 14616
- 21) Public Law 92-544
- 22) RSMo Sections 43.010; 43.120; 43.401; 43.500; 43.509; 43.515; 43.532; 43.535; 43.543; 210.482; 221.510; 301.230; 302.225; 304.155; 304.158; 313.220; 388.625; 455.010; 455.050; 455.085; 559.107; 571.101; 571.104; 576.050; 577.001; 577.005; 577.023; 577.051; 589.410; 590.010; 610.120

ACKNOWLEDGEMENT:

WE, THE UNDERSIGNED, AGREE TO COMPLY WITH THE DUTIES AND RESPONSIBILITIES NAMED IN THIS USER AGENCY AGREEMENT. WE UNDERSTAND THAT FAILURE TO COMPLY WITH THESE DUTIES AND RESPONSIBILITIES MAY SUBJECT MY AGENCY TO SANCTIONS BY THE MISSOURI CJIS SYSTEMS OFFICER AND/OR THE FBI CRIMINAL JUSTICE INFORMATION SERVICES ADVISORY POLICY BOARD, UP TO AND INCLUDING TERMINATION OF ACCESS TO CJIS.

IT IS UNDERSTOOD THAT THE MSHP IS OBLIGATED TO PROVIDE THE SERVICES OUTLINED IN THIS AGREEMENT TO USER AGENCY ONLY TO THE EXTENT THAT PUBLIC FUNDS ARE MADE AVAILABLE TO THE MSHP FOR THAT PURPOSE. THE MSHP SHALL INCUR NO LIABILITY BEYOND THE FUNDS MADE AVAILABLE FOR THESE SERVICES.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth below.

CJIS Administrator:

Missouri State Highway Patrol

User Agency:

Agency Name: _____

Agency ORI: _____

Agency Head:

(Please print legibly) _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: Bill No. 2024-101: 2025 Contract with the Newton County Central Dispatch

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2024-101 Newton County RE dispatch services 2025
 2. CDC - Dispatch Contract 2 Hard Copies
-

PURPOSE:

2025 Contract with the Newton County Central Dispatch.

BACKGROUND:

This is an updated 2025 agreement with the Newton County Central Dispatch. The agreement covers police, fire, and public works divisions. This agreement is good until December 31, 2029.

RECOMMENDATION:

Allow the mayor to sign the attached 2025 agreement.

AN ORDINANCE of the City of Neosho, Missouri, authorizing an Agreement between the City of Neosho and the County of Newton, Missouri, for the purpose of providing dispatch 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 the County of Newton, Missouri, for the purpose of providing dispatch 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

CENTRAL DISPATCH CENTER

NEWTON COUNTY

308 N. JEFFERSON STREET NEOSHO, MO 64850
417-451-8333 ♦ 9-1-1 ♦ FAX 417-451-8275

October 1, 2024

City of Neosho
Attn: Chief Jason Baird, Neosho Police Dept.
201 N. College
Neosho, MO 64850

Ref: 2025-2029 Dispatch Service Agreement

To Whom It May Concern:

Attached please find the new Dispatch Services Agreement (two copies).

Note that this Agreement has been modified to run for a 5-year term, rather than year to year. Since dispatch fees are no longer collected from our partner agencies, there will be no changes to this agreement each year, as had been the case prior to 2021.

Please sign both copies. Keep one for your file and return the other to Central Dispatch in the envelope provided. If you have any questions, please feel free to contact me.

Sincerely,



Tom Oliphant, Director
Newton County Central Dispatch Center

cc: Newton County Commission
Aaron Houk - Fire Chief
Nate Siler - Public Works Director
file

**DISPATCH CONTRACT
COUNTY OF NEWTON
CITY OF NEOSHO**

This agreement made and entered into this first day of January, 2025, by and between the County of Newton, State of Missouri, hereinafter referred to as “Newton County”, and the City of Neosho, Missouri, a Municipal Corporation, hereinafter referred to as “Neosho”.

WHEREAS, Newton County has available a twenty-four (24) hour dispatching service, and,

WHEREAS, Neosho has need of an available twenty-four (24) hour dispatching service, **NOW, THEREFORE**, be it agreed by and between the parties hereto as follows:

1. That Newton County hereby contracts with Neosho to provide twenty-four (24) hour dispatching service, subject to the covenants and conditions hereinafter set forth.

2. That Neosho hereby contracts with Newton County to provide the following at Neosho’s expense:

A. A list of all Neosho business emergency telephone numbers as well as City telephone numbers. All telephone numbers shall be kept current.

B. The use of base stations and antenna system currently is use for Neosho Police and Fire, as long as Neosho participates in this agreement. (Neosho to retain full ownership to property and will provide maintenance required.)

3. That Newton County will provide the following services:

A. The answering of all police calls, fire department calls, and local government calls.

B. Dispatching all police calls, fire department calls, and local government calls.

C. Logging all calls into Newton County’s in-house computer system

D. Twenty-four (24) hour access to MULES/NCIC.

4. That the term of this contract shall commence upon valid execution and continue until December 31, 2029. Renewal will be automatic unless canceled by either party.

5. That this contract may be canceled and terminated by either party by giving sixty (60) days written notice to the other or by the parties entering into another written agreement concerning the same.

6. Any notice provided for herein may be mailed to either party by ordinary mail or

personally delivered to the County Commission of Newton County or the Mayor of Neosho.

7. That this agreement shall not be assigned by either party without the express written consent of the other.

IN WITNESS WHEREOF, the parties have caused this Dispatch Services Contract to be executed by authority of the County Commission of Newton County, Missouri and the City Council of the City of Neosho.

COUNTY OF NEWTON

Presiding Commissioner

Commissioner, District I

Commissioner, District II

ATTEST:

COUNTY CLERK

CITY OF NEOSHO

Print Name _____

Title _____

ATTEST:

CITY CLERK

REQUESTED COUNCIL MEETING DATE: November 19, 2024

ITEM: Bill No. 2024-102: Baxter Street Speed Limit

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2024-102 Amending Speed Limit - Baxter Street

PURPOSE:

A request for an increase to the speed limit on Baxter Street was made by citizens.

BACKGROUND:

The Traffic Commission met on Monday, October 28, 2024, regarding the request to increase the speed limit on Baxter Street from Summit to Business 49. The request was made to increase the posted speed limit from 25 mph to 30 mph or higher. A discussion by the board was had, and they decided to propose an increase of the posted speed limit to 35 mph since there was no longer semi-traffic using Baxter Street. The board voted in favor of the change. We were asked by the council to draft an ordinance reflecting this change.

RECOMMENDATION:

Approve bill 2024-102, increasing the speed limit on Baxter Street to 35 MPH, the speed limit would drop back to 25 MPH east of Hickory Ave.

AN ORDINANCE of the City of Neosho, Missouri, amending the posted speed limit on Baxter Street to thirty-five miles per hour (35 mph) for east and west bound traffic from the intersection of Hickory Street to the junction of Business Interstate 49 within the limits 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 posted speed limit on Baxter Street be amended and changed to thirty-five miles per hour (35 mph) for east and west bound traffic from the intersection of Hickory Street to the junction of Business Interstate 49 within the limits of the City of Neosho.

Section 2. That authorized City of Neosho personnel are directed to post said amended speed on the affected street or roadway in the appropriate areas to effectuate notice of the same.

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: November 19, 2024

ITEM: City Audit Services Engagement Letter

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. KOM Engagement Letter audit service for FY 2024

PURPOSE:

This agenda item is for the approval of the City's annual auditing services contract with KPM.

BACKGROUND:

On July 18, 2023 the City Council awarded the bid for the City's annual auditing services to KPM. The contract is to be renewed and approved on an annual basis. This engagement letter for the second year in the five year bid will be for independent auditing services for the City's fiscal year ending September 30, 2024.

RECOMMENDATION:

The City Staff recommends the City Council approve the contract for the City's annual independent auditing services with KPM, and authorize the Mayor to execute.



November 12, 2023

Honorable Mayor, City Council, and Management
City of Neosho
203 East Main
Neosho, MO 64850

We are pleased to confirm our understanding of the services we are to provide for the City of Neosho, Missouri, for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of City of Neosho, Missouri, as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Neosho's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Neosho's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Neosho's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- Combining Nonmajor Fund Statements

www.kpmcpa.com

1445 E. Republic Road Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343
500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Neosho and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that comes to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that

emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override
- Revenue Recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional

omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Neosho's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America (GAAP), with the oversight of those charged with governance. You are also responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the basis of accounting noted above; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the basis of accounting noted above; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website; you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes, and capital asset listing and depreciation of the City of Neosho in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our

assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City of Neosho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KPM CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KPM CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Matt Wallace is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately January 2025.

Our fee for these services will be \$28,000. If expenditures of federal awards for the year ended September 30, 2024, exceed \$750,000, a single audit in accordance with the Uniform Guidance will be required and, a substitute engagement letter will be issued, and an additional fee of \$5,000 will be applicable. This estimate is based on anticipated time necessary to complete the audit at our standard billing rates. If the City's records are not ready for audit or require material adjustments that create additional time in the audit beyond what is estimated, our fees will be adjusted in accordance

with our standard hourly rates. There will be an additional fee of \$115 per year per lease or SBITA that is required to be recorded in the financial statements in accordance with GASB 87 or 96, unless you provide the appropriate journal entries and footnote disclosures required. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator, we will share the mediator's fees and expenses equally, but otherwise will bear our own attorney's fee and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

Reporting

We will issue a written report upon completion of our audit of the City of Neosho's financial statements. Our report will be addressed to management and City Council of the City of Neosho. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Neosho is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate

to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Neosho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Very truly yours,

KPM CPAs, PC

KPM CPAs, PC

RESPONSE:

This letter correctly sets forth the understanding of City of Neosho.

Management/Governance signature: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

June 11, 2024

To the Members of KPM, CPA's, PC and the Peer Review
Committee of the Missouri Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of KPM, CPA's, PC (the firm) in effect for the year ended November 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Audit Standards, including compliance audits under the Single Audit Act, audits of employee benefit plans and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KPM, CPA's, PC in effect for the year ended November 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. KPM, CPA's, PC has received a peer review rating of pass.

A handwritten signature in blue ink that reads "Anders Minkler Huber & Helm LLP". The signature is written in a cursive, flowing style.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

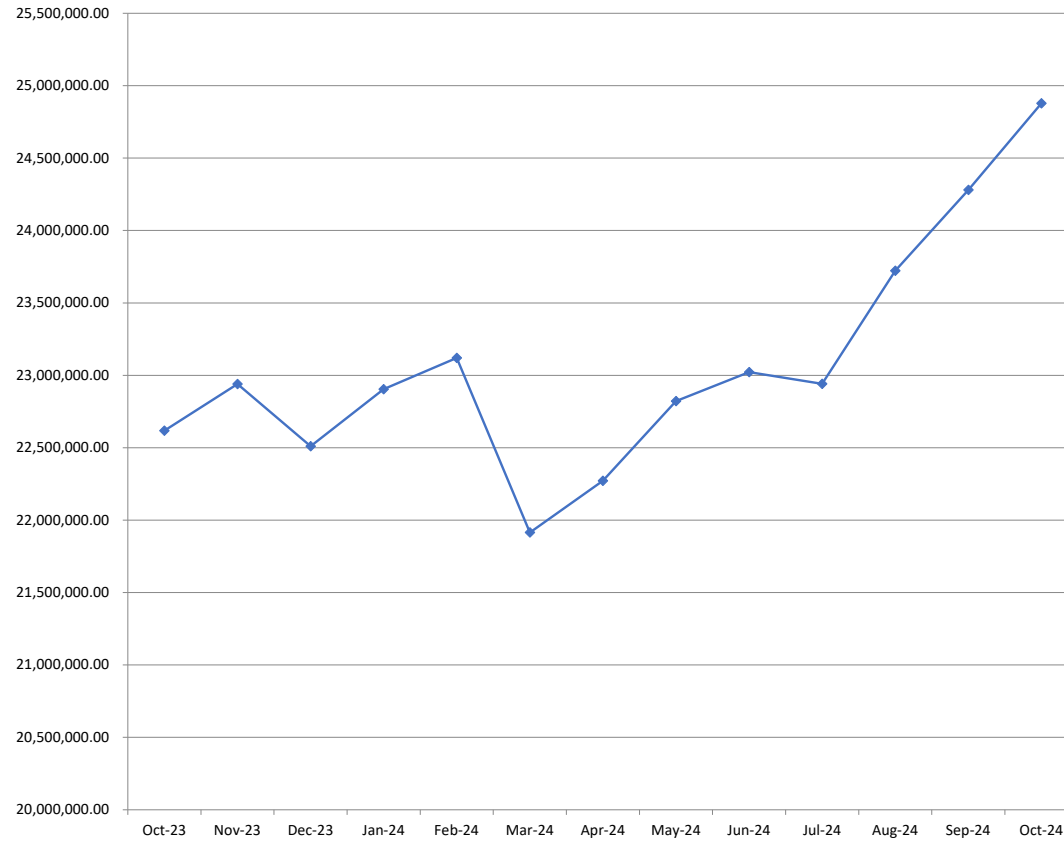
CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
October 31, 2024

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	17,135,247.70	7,461,183.72	698,563.93	2,333,202.57	293,922.89	606,918.43	1,108,830.91	246,418.23	2,022,799.76	1,077,869.18	290,557.04	943,817.63		
Public Safety				1,669,816.09	1,669,816.09												
Restricted				622,948.56	525,294.32											97,654.24	
Reward Donations				-	-												
I.O.O.F. Cemetery				(332,391.71)	(332,391.71)												
Cleaning Deposits				2,362.98	2,362.98												
Water Meter Deposits				70,536.54											70,536.54		
Cash in Bank - PD	Commerce	Not Available for use - unless	Checking - Interest Bearing	8,028.51	8,028.51												
Shop With A Cop				3,688.40													
D.A.R.E Program				-													
Hotel/Motel Tax				341,621.08													
Replacement reserves				1,194,245.75												1,194,245.75	
Meter Replacement Reserv				507,411.35												507,411.35	
W/WW Replacement Reserves				3,597,604.44												3,597,604.44	
Sewer District 17 - Debt & Mtce																	-
City Held Debt Service Reserves				1,747.62													
FEMA DR				55,601.24													
				24,878,468.55	9,334,293.91	698,563.93	2,333,202.57	293,922.89	606,918.43	1,108,830.91	246,418.23	2,022,799.76	1,077,869.18	388,211.28	6,313,615.71		
			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								(3,825.21)	-	-	-	54,988.62		
			City Held Debt Service Reserves											1,747.62			
			D.A.R.E Program		-												
			Shop With A Cop		3,688.40												
			Police Grants														
			Hotel/Motel Tax				341,621.08										
			FEMA DR4250	25,573.84													
			FEMA DR4317	30,027.40													
				55,601.24	3,688.40	-	341,621.08	-	-	-	(3,825.21)	-	1,747.62	54,988.62			
		Negative Funds	Negative Funds	Negative Funds	Negative Funds	(3,825.21)											
Net General Fund		Net General Fund	Net General Fund	Net General Fund	Net General Fund	\$ 9,330,468.70											

*Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconciliations.

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Total Cash	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	24,280,312.44	24,878,468.55
Days Cash on hand	337.34	342.13	335.72	341.59	344.83	326.84	332.18	340.37	343.37	342.16	353.80	362.12	371.04

Total Cash



General Ledger

Budget Status

User: lforest
Printed: 11/10/2024 - 12:14 PM
Period: 1, 2025



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	1,667.00	18,333.00	0.00	18,333.00	91.67
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	1,237,547.00	103,128.92	103,128.92	1,134,418.08	0.00	1,134,418.08	91.67
100-000-3305-144		Trns from Public Safety Fund	20,144.00	1,678.67	1,678.67	18,465.33	0.00	18,465.33	91.67
100-000-3306-000		Transfer fm ARPA Investment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3310-000		Transfer fm Hotel/Motel Admin	2,860.00	239.00	239.00	2,621.00	0.00	2,621.00	91.64
100-000-3316-000		Transfer fm Street >Land	5,660.00	471.67	471.67	5,188.33	0.00	5,188.33	91.67
100-000-3325-115		Transfer fm Police Dept	50,000.00	4,166.67	4,166.67	45,833.33	0.00	45,833.33	91.67
100-000-3355-000		Transfer to Gen Celebrate	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	100.00
100-000-3356-000		Transfer to Gen Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
		R90 Sub Totals:	1,358,711.00	111,351.93	111,351.93	1,247,359.07	0.00	1,247,359.07	91.80
		Revenue Sub Totals:	1,358,711.00	111,351.93	111,351.93	1,247,359.07	0.00	1,247,359.07	91.80
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	866,763.00	72,230.25	72,230.25	794,532.75	0.00	794,532.75	91.67
100-000-3205-110		Trns to General	20,000.00	1,667.00	1,667.00	18,333.00	0.00	18,333.00	91.67
100-000-3205-120		Trns to Police Department	1,237,547.00	103,128.92	103,128.92	1,134,418.08	0.00	1,134,418.08	91.67
100-000-3205-144		Trns to Emergency Mgmt	20,144.00	1,678.67	1,678.67	18,465.33	0.00	18,465.33	91.67
100-000-3206-000		Transfer to ARPA	222,635.00	0.00	0.00	222,635.00	0.00	222,635.00	100.00
100-000-3206-170		Transfer to Drainage	0.00	0.00	0.00	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	4,166.67	45,833.33	0.00	45,833.33	91.67
100-000-3230-000		Transfer to Fire fm General	654,927.00	54,577.25	54,577.25	600,349.75	0.00	600,349.75	91.67
100-000-3240-000		Transfer to GC fm General	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	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	676,850.00	56,404.17	56,404.17	620,445.83	0.00	620,445.83	91.67
100-000-3285-111	Trns to Capital Impr/Purch	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	100.00
100-000-3285-112	Trns to Capital Improvement	470,000.00	0.00	0.00	470,000.00	0.00	470,000.00	100.00
100-000-3285-115	Trns to Capital Impr/Purch	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3285-118	Trns to Capital Improvement	65,261.00	0.00	0.00	65,261.00	0.00	65,261.00	100.00
100-000-3285-120	Trns to Capital Improvement	80,000.00	18,680.00	18,680.00	61,320.00	0.00	61,320.00	76.65
100-000-3285-160	Trns to Capital Improvement	754,000.00	0.00	0.00	754,000.00	0.00	754,000.00	100.00
100-000-3285-204	Trns to Capital Impr/Purch	39,000.00	0.00	0.00	39,000.00	0.00	39,000.00	100.00
100-000-3285-680	Transfer to CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	5,265,937.00	312,532.93	312,532.93	4,953,404.07	0.00	4,953,404.07	94.07
	Expense Sub Totals:	5,265,937.00	312,532.93	312,532.93	4,953,404.07	0.00	4,953,404.07	94.07
	Dept 000 Sub Totals:	3,907,226.00	201,181.00	201,181.00	3,706,045.00	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	479,750.00	443.38	443.38	479,306.62	0.00	479,306.62	99.91
100-110-4020-110	Financial Institution Tax	300.00	0.00	0.00	300.00	0.00	300.00	100.00
100-110-4030-110	1-Cent City Sales Tax	3,092,449.00	282,249.34	282,249.34	2,810,199.66	0.00	2,810,199.66	90.87
100-110-4031-110	3-Cent Recreational Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4050-110	Cigarette Tax	48,535.00	3,430.28	3,430.28	45,104.72	0.00	45,104.72	92.93
100-110-4130-110	Franchises	798,250.00	68,165.52	68,165.52	730,084.48	0.00	730,084.48	91.46
	R01 Sub Totals:	4,419,284.00	354,288.52	354,288.52	4,064,995.48	0.00	4,064,995.48	91.98
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	40,342.00	13,996.25	13,996.25	26,345.75	0.00	26,345.75	65.31
	R02 Sub Totals:	40,342.00	13,996.25	13,996.25	26,345.75	0.00	26,345.75	65.31
R03	INTER-GOVERNMENTAL							
100-110-4200-110	Grant Revenue	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00
100-110-4201-110	CARES/ARPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00
R06	REVENUE FROM USE OF ASSET							
100-110-4700-110	Interest Earned-General Fund	725,000.00	27,013.76	27,013.76	697,986.24	0.00	697,986.24	96.27
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:	725,000.00	27,013.76	27,013.76	697,986.24	0.00	697,986.24	96.27
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	5,316,626.00	395,298.53	395,298.53	4,921,327.47	0.00	4,921,327.47	92.56
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	274,640.00	21,018.32	21,018.32	253,621.68	0.00	253,621.68	92.35
100-110-5020-110	General Admin Overtime	2,000.00	633.22	633.22	1,366.78	0.00	1,366.78	68.34
100-110-5040-110	Acting City Mgr Per Diem	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
100-110-5070-110	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5170-110	General Admin Social Security	21,508.00	1,493.82	1,493.82	20,014.18	0.00	20,014.18	93.05
100-110-5180-110	General Admin Retirement	16,869.00	1,308.24	1,308.24	15,560.76	0.00	15,560.76	92.24
100-110-5190-110	General Admin Health Insurance	40,455.00	3,688.65	3,688.65	36,766.35	0.00	36,766.35	90.88
100-110-5210-110	General Admin Workers Comp.	12,314.00	0.00	0.00	12,314.00	0.00	12,314.00	100.00
100-110-5360-110	General Admin Memb/Train/Trvl	7,405.00	0.00	0.00	7,405.00	0.00	7,405.00	100.00
100-110-5380-110	Uniforms	235.00	0.00	0.00	235.00	0.00	235.00	100.00
	E10 Sub Totals:	379,926.00	28,142.25	28,142.25	351,783.75	0.00	351,783.75	92.59
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	117,154.00	17,577.51	17,577.51	99,576.49	1,500.00	98,076.49	83.72
100-110-5290-110	County Collector Fees	19,190.00	0.00	0.00	19,190.00	0.00	19,190.00	100.00
100-110-5300-110	General Admin Ins. & Bonds	16,748.00	100.00	100.00	16,648.00	0.00	16,648.00	99.40
100-110-5330-110	General Admin Equipment Maint.	7,575.00	170.38	170.38	7,404.62	0.00	7,404.62	97.75
100-110-5450-110	General Admin Claims & Judgmnt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5530-110	General Admin Fuels/Lubricants	525.00	102.14	102.14	422.86	0.00	422.86	80.54
100-110-5590-110	General Admin Gen. Supplies	15,600.00	684.46	684.46	14,915.54	0.00	14,915.54	95.61
100-110-5700-110	General Admin Comp., Software	2,383.00	0.00	0.00	2,383.00	0.00	2,383.00	100.00
	E20 Sub Totals:	179,175.00	18,634.49	18,634.49	160,540.51	1,500.00	159,040.51	88.76
E25	NON-OPERATING EXPENSE							
100-110-5271-110	Master Bank Acct Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5272-110	Investement Acct. Bank Fees	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
	Expense Sub Totals:	559,101.00	46,776.74	46,776.74	512,324.26	1,500.00	510,824.26	91.37
	Dept 110 Sub Totals:	-4,757,525.00	-348,521.79	-348,521.79	-4,409,003.21	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	56,318.00	4,222.75	4,222.75	52,095.25	0.00	52,095.25	92.50
100-111-5030-111	Clerk Part Time	2,100.00	50.00	50.00	2,050.00	0.00	2,050.00	97.62
100-111-5170-111	Clerk Social Security	4,469.00	300.24	300.24	4,168.76	0.00	4,168.76	93.28
100-111-5180-111	Clerk Retirement	3,380.00	253.37	253.37	3,126.63	0.00	3,126.63	92.50
100-111-5190-111	Clerk Health Insurance	6,585.00	616.56	616.56	5,968.44	0.00	5,968.44	90.64
100-111-5210-111	Clerk Workers Compensation	2,559.00	0.00	0.00	2,559.00	0.00	2,559.00	100.00
100-111-5360-111	Clerk Member/Train/Trvl	11,285.00	0.00	0.00	11,285.00	0.00	11,285.00	100.00
	E10 Sub Totals:	86,696.00	5,442.92	5,442.92	81,253.08	0.00	81,253.08	93.72
E20	OPERATING COSTS							
100-111-5260-111	Clerk Professional Services	24,051.00	19,162.96	19,162.96	4,888.04	0.00	4,888.04	20.32
100-111-5300-111	Clerk Insurance & Bonds	650.00	0.00	0.00	650.00	0.00	650.00	100.00
100-111-5430-111	Clerk Elections	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
100-111-5590-111	Clerk General Supplies	1,020.00	0.00	0.00	1,020.00	0.00	1,020.00	100.00
100-111-5700-111	Clerk Comp., Software	1,128.00	0.00	0.00	1,128.00	0.00	1,128.00	100.00
	E20 Sub Totals:	36,849.00	19,162.96	19,162.96	17,686.04	0.00	17,686.04	48.00
	Expense Sub Totals:	123,545.00	24,605.88	24,605.88	98,939.12	0.00	98,939.12	80.08
	Dept 111 Sub Totals:	123,545.00	24,605.88	24,605.88	98,939.12	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	0.00	0.00	8,000.00	0.00	8,000.00	100.00
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	0.00	0.00	8,000.00	0.00	8,000.00	100.00
R08	SALES REVENUE							
100-113-4480-755	Celebrate Neosho Shirt Sales	0.00	154.00	154.00	-154.00	0.00	-154.00	0.00
	R08 Sub Totals:	0.00	154.00	154.00	-154.00	0.00	-154.00	0.00
R87	DONATIONS							
100-113-4990-755	Celebrate Neosho Sponsors	8,000.00	25.00	25.00	7,975.00	0.00	7,975.00	99.69
100-113-4990-756	Fall Festival Sponsorships	8,000.00	25.00	25.00	7,975.00	0.00	7,975.00	99.69
	R87 Sub Totals:	16,000.00	50.00	50.00	15,950.00	0.00	15,950.00	99.69

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	24,000.00	204.00	204.00	23,796.00	0.00	23,796.00	99.15
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	100.00
100-113-6530-756	Fall Festival Expenses	29,000.00	13,258.67	13,258.67	15,741.33	0.00	15,741.33	54.28
	E20 Sub Totals:	36,500.00	13,258.67	13,258.67	23,241.33	0.00	23,241.33	63.67
	Expense Sub Totals:	36,500.00	13,258.67	13,258.67	23,241.33	0.00	23,241.33	63.67
	Dept 113 Sub Totals:	12,500.00	13,054.67	13,054.67	-554.67	0.00		
Dept 100-115								
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	115,432.00	11,897.95	11,897.95	103,534.05	0.00	103,534.05	89.69
100-115-4770-115	Planning & Zoning Fees	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
	R02 Sub Totals:	116,932.00	11,897.95	11,897.95	105,034.05	0.00	105,034.05	89.82
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG 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							
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	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-115-4800-115	Code Enforcement Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	116,932.00	11,897.95	11,897.95	105,034.05	0.00	105,034.05	89.82
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	194,794.00	13,647.87	13,647.87	181,146.13	0.00	181,146.13	92.99
100-115-5020-115	Bldg/Inspection Overtime	1,750.00	925.75	925.75	824.25	0.00	824.25	47.10
100-115-5070-115	Availability Allowance	1,440.00	90.00	90.00	1,350.00	0.00	1,350.00	93.75
100-115-5170-115	Bldg/Inspection Social Sec.	15,036.00	1,110.63	1,110.63	13,925.37	0.00	13,925.37	92.61
100-115-5180-115	Bldg/Inspection Retirement	11,793.00	891.42	891.42	10,901.58	0.00	10,901.58	92.44

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-115-5190-115	Bldg/Inspection Health Ins.	31,179.00	2,601.04	2,601.04	28,577.96	0.00	28,577.96	91.66
100-115-5210-115	Bldg/Inspection Workers Comp.	8,609.00	0.00	0.00	8,609.00	0.00	8,609.00	100.00
100-115-5360-115	Bldg/Inspection Mem/Train/Trvl	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	100.00
100-115-5380-115	Bldg/Inspection Uniforms	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
	E10 Sub Totals:	273,101.00	19,266.71	19,266.71	253,834.29	0.00	253,834.29	92.95
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	66,580.00	455.62	455.62	66,124.38	0.00	66,124.38	99.32
100-115-5270-115	Credit Card Fees	1,000.00	18.62	18.62	981.38	0.00	981.38	98.14
100-115-5300-115	Bldg/Inspection Ins. & Bonds	209.00	0.00	0.00	209.00	0.00	209.00	100.00
100-115-5330-115	Bldg/Inspection Equip Maint.	1,575.00	34.48	34.48	1,540.52	0.00	1,540.52	97.81
100-115-5530-115	Bldg/Inspection Fuels	3,675.00	137.40	137.40	3,537.60	0.00	3,537.60	96.26
100-115-5590-115	Bldg/Inspection Gen. Supplies	15,500.00	0.00	0.00	15,500.00	5,594.00	9,906.00	63.91
100-115-5700-115	Development Computer/Software	1,717.00	0.00	0.00	1,717.00	0.00	1,717.00	100.00
100-115-6350-115	Bldg/Inspection Phones	3,221.00	0.00	0.00	3,221.00	0.00	3,221.00	100.00
	E20 Sub Totals:	93,477.00	646.12	646.12	92,830.88	5,594.00	87,236.88	93.32
	Expense Sub Totals:	366,578.00	19,912.83	19,912.83	346,665.17	5,594.00	341,071.17	93.04
	Dept 115 Sub Totals:	249,646.00	8,014.88	8,014.88	241,631.12	5,594.00		
Dept 100-118								
R03	INTER-GOVERNMENTAL							
100-118-4200-118	Region M Grant	97,261.00	12,930.45	12,930.45	84,330.55	0.00	84,330.55	86.71
	R03 Sub Totals:	97,261.00	12,930.45	12,930.45	84,330.55	0.00	84,330.55	86.71
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	45,000.00	12,113.90	12,113.90	32,886.10	0.00	32,886.10	73.08
	R08 Sub Totals:	45,000.00	12,113.90	12,113.90	32,886.10	0.00	32,886.10	73.08
	Revenue Sub Totals:	142,261.00	25,044.35	25,044.35	117,216.65	0.00	117,216.65	82.40
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	100,710.00	7,470.47	7,470.47	93,239.53	0.00	93,239.53	92.58

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	138.13	1,361.87	0.00	1,361.87	90.79
100-118-5030-118	Recycle Center Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5070-118	Availability Allowance	360.00	15.00	15.00	345.00	0.00	345.00	95.83
100-118-5170-118	Recycle Center Social Sec.	7,820.00	581.83	581.83	7,238.17	0.00	7,238.17	92.56
100-118-5180-118	Recycle Center Retirement	6,133.00	457.42	457.42	5,675.58	0.00	5,675.58	92.54
100-118-5190-118	Recycle Center Health Ins.	23,385.00	1,950.78	1,950.78	21,434.22	0.00	21,434.22	91.66
100-118-5210-118	Recycle Center Workers Comp	4,477.00	0.00	0.00	4,477.00	0.00	4,477.00	100.00
100-118-5360-118	Recycle Center Memb/Train/Trvl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5380-118	Recycle Center Uniforms	1,800.00	0.00	0.00	1,800.00	0.00	1,800.00	100.00
	E10 Sub Totals:	146,185.00	10,613.63	10,613.63	135,571.37	0.00	135,571.37	92.74
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,284.00	175.62	175.62	1,108.38	0.00	1,108.38	86.32
100-118-5265-118	Shipping/Disposal	7,000.00	2,536.40	2,536.40	4,463.60	0.00	4,463.60	63.77
100-118-5300-118	Recycle Center Ins. & Bonds	2,252.00	0.00	0.00	2,252.00	0.00	2,252.00	100.00
100-118-5320-118	Recycle Center Facility Maint.	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100-118-5330-118	Recycle Center Equipment Maint	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
100-118-5530-118	Recycle Center Fuels	3,500.00	204.00	204.00	3,296.00	0.00	3,296.00	94.17
100-118-5590-118	Recycle Center Gen. Supplies	1,575.00	0.00	0.00	1,575.00	0.00	1,575.00	100.00
100-118-5700-118	Recycle Comp., Software	369.00	0.00	0.00	369.00	0.00	369.00	100.00
100-118-6300-118	Recycle Center Electricity	1,874.00	0.00	0.00	1,874.00	0.00	1,874.00	100.00
100-118-6310-118	Recycle Center Heating Fuels	2,100.00	0.00	0.00	2,100.00	0.00	2,100.00	100.00
100-118-6350-118	Recycle Center Phones	3,071.00	27.69	27.69	3,043.31	0.00	3,043.31	99.10
	E20 Sub Totals:	28,525.00	2,943.71	2,943.71	25,581.29	0.00	25,581.29	89.68
	Expense Sub Totals:	174,710.00	13,557.34	13,557.34	161,152.66	0.00	161,152.66	92.24
	Dept 118 Sub Totals:	32,449.00	-11,487.01	-11,487.01	43,936.01	0.00		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	100,000.00	30,517.22	30,517.22	69,482.78	0.00	69,482.78	69.48
	R01 Sub Totals:	100,000.00	30,517.22	30,517.22	69,482.78	0.00	69,482.78	69.48
R02	LICENSES AND PERMITS							
100-120-4080-122	Animal Licenses	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	R02 Sub Totals:	500.00	0.00	0.00	500.00	0.00	500.00	100.00
R03	INTER-GOVERNMENTAL							
100-120-4200-120	Grant Revenue	16,042.00	0.00	0.00	16,042.00	0.00	16,042.00	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
R04 100-120-4840-120	R03 Sub Totals:	16,042.00	0.00	0.00	16,042.00	0.00	16,042.00	100.00
	CHARGES FOR SERVICES							
	Security Detail Reimburse	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
R05 100-120-4600-120	R04 Sub Totals:	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
	FINES AND FORFEITURES							
	Court Fines	250,000.00	44,160.54	44,160.54	205,839.46	0.00	205,839.46	82.34
100-120-4610-120	Police Training Fees	2,000.00	472.50	472.50	1,527.50	0.00	1,527.50	76.38
100-120-4620-120	C. Victim's Compensation	400.00	87.32	87.32	312.68	0.00	312.68	78.17
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	355.50	355.50	3,144.50	0.00	3,144.50	89.84
R06 100-120-4760-120	R05 Sub Totals:	255,900.00	45,075.86	45,075.86	210,824.14	0.00	210,824.14	82.39
	REVENUE FROM USE OF ASSET							
	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4820-120	Police Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07 100-120-4800-120	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	OTHER INCOME							
	Law Enforcement Miscellaneous	2,160.00	36.52	36.52	2,123.48	0.00	2,123.48	98.31
R87 100-120-4990-120	R07 Sub Totals:	2,160.00	36.52	36.52	2,123.48	0.00	2,123.48	98.31
	DONATIONS							
	Police Donations	0.00	200.00	200.00	-200.00	0.00	-200.00	0.00
100-120-4992-120	Donated Rewards	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10 100-120-5010-120	R87 Sub Totals:	0.00	200.00	200.00	-200.00	0.00	-200.00	0.00
	Revenue Sub Totals:	378,602.00	75,829.60	75,829.60	302,772.40	0.00	302,772.40	79.97
	PERSONNEL							
100-120-5020-120	Police Dept Salaries	1,313,698.00	87,246.57	87,246.57	1,226,451.43	0.00	1,226,451.43	93.36
100-120-5030-120	Police Dept Overtime	93,000.00	2,203.58	2,203.58	90,796.42	0.00	90,796.42	97.63
100-120-5070-120	Police Dept Part Time	14,769.00	252.00	252.00	14,517.00	0.00	14,517.00	98.29
100-120-5170-120	Availability Allowance	2,520.00	195.00	195.00	2,325.00	0.00	2,325.00	92.26
100-120-5180-120	Police Dept Social Security	108,743.00	6,511.52	6,511.52	102,231.48	0.00	102,231.48	94.01
100-120-5190-120	Police Dept Retirement	92,843.00	5,623.72	5,623.72	87,219.28	0.00	87,219.28	93.94
100-120-5210-120	Police Dept Health Insurance	194,868.00	14,650.39	14,650.39	180,217.61	0.00	180,217.61	92.48
100-120-5360-120	Police Dept Workers Comp.	62,261.00	0.00	0.00	62,261.00	0.00	62,261.00	100.00
100-120-5361-120	Police Dept Member/Train/Trvl	22,000.00	0.00	0.00	22,000.00	0.00	22,000.00	100.00
100-120-5380-120	Academy Training	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	100.00
	Police Dept Uniforms	19,950.00	0.00	0.00	19,950.00	0.00	19,950.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E10 Sub Totals:	1,941,652.00	116,682.78	116,682.78	1,824,969.22	0.00	1,824,969.22	93.99
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	1,062,975.00	8,573.20	8,573.20	1,054,401.80	0.00	1,054,401.80	99.19
100-120-5300-120	Police Dept Insurance & Bonds	15,135.00	0.00	0.00	15,135.00	0.00	15,135.00	100.00
100-120-5320-120	Police Dept Facility Maint.	7,350.00	0.00	0.00	7,350.00	0.00	7,350.00	100.00
100-120-5330-120	Police Dept Equipment Maint	28,000.00	1,912.58	1,912.58	26,087.42	0.00	26,087.42	93.17
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	0.00	0.00	40,000.00	0.00	40,000.00	100.00
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	60,000.00	3,940.45	3,940.45	56,059.55	0.00	56,059.55	93.43
100-120-5540-120	Police Dept Chemicals	263.00	0.00	0.00	263.00	0.00	263.00	100.00
100-120-5590-120	Police Dept General Supplies	10,000.00	109.02	109.02	9,890.98	40.00	9,850.98	98.51
100-120-5590-122	ACO General Supplies	15,750.00	0.00	0.00	15,750.00	0.00	15,750.00	100.00
100-120-5700-120	Police Dept Comp., Software	22,407.00	0.00	0.00	22,407.00	0.00	22,407.00	100.00
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	0.00	0.00	15,013.00	0.00	15,013.00	100.00
100-120-6350-120	Police Dept Phones	7,553.00	407.83	407.83	7,145.17	0.00	7,145.17	94.60
100-120-6390-120	Police Dept Minor Equipment	5,399.00	4,499.98	4,499.98	899.02	0.00	899.02	16.65
	E20 Sub Totals:	1,291,845.00	19,443.06	19,443.06	1,272,401.94	40.00	1,272,361.94	98.49
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:	3,233,497.00	136,125.84	136,125.84	3,097,371.16	40.00	3,097,331.16	95.79
	Dept 120 Sub Totals:	2,854,895.00	60,296.24	60,296.24	2,794,598.76	40.00		
Dept 100-125								
R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	16,000.00	2,594.20	2,594.20	13,405.80	0.00	13,405.80	83.79
100-125-4611-125	Court Clerk Training Fees	1,400.00	190.34	190.34	1,209.66	0.00	1,209.66	86.40
	R05 Sub Totals:	17,400.00	2,784.54	2,784.54	14,615.46	0.00	14,615.46	84.00
	Revenue Sub Totals:	17,400.00	2,784.54	2,784.54	14,615.46	0.00	14,615.46	84.00
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	109,138.00	8,289.13	8,289.13	100,848.87	0.00	100,848.87	92.40
100-125-5020-125	Municipal Court Overtime	1,800.00	41.90	41.90	1,758.10	0.00	1,758.10	97.67
100-125-5170-125	Municipal Court Social Secur.	8,487.00	562.46	562.46	7,924.54	0.00	7,924.54	93.37
100-125-5180-125	Municipal Court Retirement	6,657.00	499.85	499.85	6,157.15	0.00	6,157.15	92.49
100-125-5190-125	Municipal Court Health Ins.	23,385.00	2,062.42	2,062.42	21,322.58	0.00	21,322.58	91.18

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-125-5210-125	Municipal Court Workers Comp.	4,860.00	0.00	0.00	4,860.00	0.00	4,860.00	100.00
100-125-5360-125	Municipal Court Mem/Train/Trvl	2,500.00	114.00	114.00	2,386.00	0.00	2,386.00	95.44
	E10 Sub Totals:	156,827.00	11,569.76	11,569.76	145,257.24	0.00	145,257.24	92.62
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	8,850.00	468.12	468.12	8,381.88	0.00	8,381.88	94.71
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	0.00	0.00	3,600.00	0.00	3,600.00	100.00
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	2,877.00	0.00	0.00	2,877.00	0.00	2,877.00	100.00
100-125-5700-125	Municipal Court Comp., Softwre	1,520.00	0.00	0.00	1,520.00	0.00	1,520.00	100.00
100-125-6350-125	Municipal Court Phones	2,837.00	9.95	9.95	2,827.05	0.00	2,827.05	99.65
	E20 Sub Totals:	21,184.00	478.07	478.07	20,705.93	0.00	20,705.93	97.74
	Expense Sub Totals:	178,011.00	12,047.83	12,047.83	165,963.17	0.00	165,963.17	93.23
	Dept 125 Sub Totals:	160,611.00	9,263.29	9,263.29	151,347.71	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	33,736.00	2,377.17	2,377.17	31,358.83	0.00	31,358.83	92.95
100-141-5020-141	IT Overtime	200.00	176.03	176.03	23.97	0.00	23.97	11.99
100-141-5070-141	Availability Allowance	360.00	30.00	30.00	330.00	0.00	330.00	91.67
100-141-5170-141	IT Social Security	2,597.00	195.42	195.42	2,401.58	0.00	2,401.58	92.48
100-141-5180-141	IT Retirement	2,037.00	158.01	158.01	1,878.99	0.00	1,878.99	92.24
100-141-5190-141	IT Health Insurance	7,795.00	650.26	650.26	7,144.74	0.00	7,144.74	91.66
100-141-5210-141	IT Workers Compensation	1,487.00	0.00	0.00	1,487.00	0.00	1,487.00	100.00
100-141-5360-141	IT Membership/Training/Travel	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
	E10 Sub Totals:	49,712.00	3,586.89	3,586.89	46,125.11	0.00	46,125.11	92.78
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	53,243.00	476.34	476.34	52,766.66	0.00	52,766.66	99.11
100-141-5590-141	IT General Supplies	260.00	0.00	0.00	260.00	0.00	260.00	100.00
100-141-5700-141	IT Computers, Software, Etc.	699.00	0.00	0.00	699.00	0.00	699.00	100.00
	E20 Sub Totals:	54,202.00	476.34	476.34	53,725.66	0.00	53,725.66	99.12

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	103,914.00	4,063.23	4,063.23	99,850.77	0.00	99,850.77	96.09
Dept 100-143	Dept 141 Sub Totals:	103,914.00	4,063.23	4,063.23	99,850.77	0.00		
E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100-143-5590-143	Fleet Maint. General Supplies	2,100.00	0.00	0.00	2,100.00	0.00	2,100.00	100.00
100-143-6390-143	Fleet Mtce Minor Equipment	15,200.00	0.00	0.00	15,200.00	0.00	15,200.00	100.00
	E20 Sub Totals:	19,300.00	0.00	0.00	19,300.00	0.00	19,300.00	100.00
	Expense Sub Totals:	19,300.00	0.00	0.00	19,300.00	0.00	19,300.00	100.00
Dept 100-144	Dept 143 Sub Totals:	19,300.00	0.00	0.00	19,300.00	0.00		
E20	OPERATING COSTS							
100-144-5260-144	Emergency Mgmt Prof. Services	13,521.00	0.00	0.00	13,521.00	0.00	13,521.00	100.00
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	3,323.00	0.00	0.00	3,323.00	0.00	3,323.00	100.00
	E20 Sub Totals:	20,144.00	0.00	0.00	20,144.00	0.00	20,144.00	100.00
	Expense Sub Totals:	20,144.00	0.00	0.00	20,144.00	0.00	20,144.00	100.00
Dept 100-145	Dept 144 Sub Totals:	20,144.00	0.00	0.00	20,144.00	0.00		
E10	PERSONNEL							
100-145-5010-145	Human Resources Salaries	64,239.00	4,869.49	4,869.49	59,369.51	0.00	59,369.51	92.42
100-145-5170-145	Human Resources Social Secur.	4,685.00	334.26	334.26	4,350.74	0.00	4,350.74	92.87
100-145-5180-145	Human Resources Retirement	3,675.00	292.17	292.17	3,382.83	0.00	3,382.83	92.05
100-145-5190-145	Human Resources Health Ins.	7,795.00	733.98	733.98	7,061.02	0.00	7,061.02	90.58
100-145-5210-145	Human Resources Workers Comp.	2,683.00	0.00	0.00	2,683.00	0.00	2,683.00	100.00
100-145-5360-145	Human Resources Mem/Train/Trvl	4,700.00	0.00	0.00	4,700.00	0.00	4,700.00	100.00
	E10 Sub Totals:	87,777.00	6,229.90	6,229.90	81,547.10	0.00	81,547.10	92.90
E20	OPERATING COSTS							
100-145-5260-145	Human Resources Prof. Services	3,400.00	242.25	242.25	3,157.75	0.00	3,157.75	92.88
100-145-5590-145	Human Resources GenSupplies	4,747.00	0.00	0.00	4,747.00	0.00	4,747.00	100.00
100-145-5700-145	HR Computer/Software	1,776.00	0.00	0.00	1,776.00	0.00	1,776.00	100.00
	E20 Sub Totals:	9,923.00	242.25	242.25	9,680.75	0.00	9,680.75	97.56

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	97,700.00	6,472.15	6,472.15	91,227.85	0.00	91,227.85	93.38
	Dept 145 Sub Totals:	97,700.00	6,472.15	6,472.15	91,227.85	0.00		
Dept 100-160	INTER-GOVERNMENTAL							
R03	Grant Revenue	680,000.00	13,097.00	13,097.00	666,903.00	0.00	666,903.00	98.07
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:	680,000.00	13,097.00	13,097.00	666,903.00	0.00	666,903.00	98.07
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	2,000.00	2,000.00	20,000.00	0.00	20,000.00	90.91
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	808.34	8,891.66	0.00	8,891.66	91.67
100-160-4500-160	Airport Hangar Rentals	60,120.00	3,450.00	3,450.00	56,670.00	0.00	56,670.00	94.26
100-160-4505-160	Airport Room Rental	0.00	290.00	290.00	-290.00	0.00	-290.00	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	6,548.34	6,548.34	85,271.66	0.00	85,271.66	92.87
R07	OTHER INCOME							
100-160-4800-160	Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R08	SALES REVENUE							
100-160-4540-160	Sale of Jet Fuel	22,000.00	1,393.15	1,393.15	20,606.85	0.00	20,606.85	93.67
100-160-4550-160	Sale of Aviation Gas	60,000.00	9,840.11	9,840.11	50,159.89	0.00	50,159.89	83.60
100-160-4560-160	Sale of Pilot Supplies	500.00	21.84	21.84	478.16	0.00	478.16	95.63
	R08 Sub Totals:	82,500.00	11,255.10	11,255.10	71,244.90	0.00	71,244.90	86.36
	Revenue Sub Totals:	854,320.00	30,900.44	30,900.44	823,419.56	0.00	823,419.56	96.38
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	40,965.00	3,105.24	3,105.24	37,859.76	0.00	37,859.76	92.42
100-160-5020-160	Airport Overtime	900.00	0.00	0.00	900.00	0.00	900.00	100.00
100-160-5030-160	Airport Part Time	28,704.00	2,008.50	2,008.50	26,695.50	0.00	26,695.50	93.00
100-160-5070-160	Availability Allowance	360.00	30.00	30.00	330.00	0.00	330.00	91.67
100-160-5170-160	Airport Social Security	5,399.00	393.49	393.49	5,005.51	0.00	5,005.51	92.71
100-160-5180-160	Airport Retirement	2,512.00	188.11	188.11	2,323.89	0.00	2,323.89	92.51
100-160-5190-160	Airport Health Insurance	7,795.00	650.26	650.26	7,144.74	0.00	7,144.74	91.66
100-160-5210-160	Airport Workers Compensation	3,091.00	0.00	0.00	3,091.00	0.00	3,091.00	100.00
100-160-5360-160	Membership/Training/Travel	525.00	0.00	0.00	525.00	0.00	525.00	100.00
100-160-5380-160	Airport Uniforms	828.00	156.70	156.70	671.30	0.00	671.30	81.07
	E10 Sub Totals:	91,079.00	6,532.30	6,532.30	84,546.70	0.00	84,546.70	92.83

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	9,960.00	175.62	175.62	9,784.38	0.00	9,784.38	98.24
100-160-5300-160	Airport Insurance & Bonds	18,685.00	0.00	0.00	18,685.00	0.00	18,685.00	100.00
100-160-5320-160	Airport Facility Maintenance	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	100.00
100-160-5330-160	Airport Equipment Maintenance	5,000.00	2,875.00	2,875.00	2,125.00	0.00	2,125.00	42.50
100-160-5460-160	Cost of Av Gas Sold	74,550.00	8,615.23	8,615.23	65,934.77	0.00	65,934.77	88.44
100-160-5470-160	Cost of Jet Fuel Sold	60,900.00	929.15	929.15	59,970.85	0.00	59,970.85	98.47
100-160-5480-160	Cost of Pilot Supplies	735.00	0.00	0.00	735.00	0.00	735.00	100.00
100-160-5530-160	Airport Fuels/Lubricants	2,100.00	52.81	52.81	2,047.19	0.00	2,047.19	97.49
100-160-5590-160	Airport General Supplies	2,500.00	52.97	52.97	2,447.03	0.00	2,447.03	97.88
100-160-5700-160	Airport Computer/Software	950.00	0.00	0.00	950.00	0.00	950.00	100.00
100-160-6300-160	Airport Electricity	15,651.00	0.00	0.00	15,651.00	0.00	15,651.00	100.00
100-160-6350-160	Airport Phones	3,071.00	27.68	27.68	3,043.32	0.00	3,043.32	99.10
	E20 Sub Totals:	201,602.00	12,728.46	12,728.46	188,873.54	0.00	188,873.54	93.69
	Expense Sub Totals:	292,681.00	19,260.76	19,260.76	273,420.24	0.00	273,420.24	93.42
	Dept 160 Sub Totals:	-561,639.00	-11,639.68	-11,639.68	-549,999.32	0.00		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,546,225.00	135,651.77	135,651.77	1,410,573.23	0.00	1,410,573.23	91.23
	R01 Sub Totals:	1,546,225.00	135,651.77	135,651.77	1,410,573.23	0.00	1,410,573.23	91.23
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	55,000.00	5,257.35	5,257.35	49,742.65	0.00	49,742.65	90.44
	R06 Sub Totals:	55,000.00	5,257.35	5,257.35	49,742.65	0.00	49,742.65	90.44
	Revenue Sub Totals:	1,601,225.00	140,909.12	140,909.12	1,460,315.88	0.00	1,460,315.88	91.20
	Dept 199 Sub Totals:	-1,601,225.00	-140,909.12	-140,909.12	-1,460,315.88	0.00		
Dept 100-204	I.O.O.F. Cemetery							
R04	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	9,000.00	1,300.00	1,300.00	7,700.00	0.00	7,700.00	85.56
100-204-4524-204	Burial Fees	23,000.00	2,700.00	2,700.00	20,300.00	0.00	20,300.00	88.26
	R04 Sub Totals:	32,000.00	4,000.00	4,000.00	28,000.00	0.00	28,000.00	87.50
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	27.00	27.00	-27.00	0.00	-27.00	0.00
	R07 Sub Totals:	0.00	27.00	27.00	-27.00	0.00	-27.00	0.00
R87	DONATIONS							
100-204-4990-204	Cemetery Donations	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
	R87 Sub Totals:	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
	Revenue Sub Totals:	35,500.00	4,027.00	4,027.00	31,473.00	0.00	31,473.00	88.66
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,000.00	804.32	804.32	9,195.68	0.00	9,195.68	91.96
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	56.45	56.45	708.55	0.00	708.55	92.62
100-204-5180-204	IOOF Retirement	600.00	48.25	48.25	551.75	0.00	551.75	91.96
100-204-5190-204	IOOF Health Insurance	1,211.00	117.42	117.42	1,093.58	0.00	1,093.58	90.30
100-204-5210-204	IOOF Workers Compensation	438.00	0.00	0.00	438.00	0.00	438.00	100.00
	E10 Sub Totals:	13,014.00	1,026.44	1,026.44	11,987.56	0.00	11,987.56	92.11
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	111,402.00	11,527.00	11,527.00	99,875.00	0.00	99,875.00	89.65
100-204-5262-204	I.O.O.F. Burial Costs	21,630.00	1,600.00	1,600.00	20,030.00	0.00	20,030.00	92.60
100-204-5300-204	Cemetery Insurance & Bonds	1,194.00	0.00	0.00	1,194.00	0.00	1,194.00	100.00
100-204-5320-204	Cemetery Facility Maintenance	4,526.00	0.00	0.00	4,526.00	0.00	4,526.00	100.00
100-204-5325-204	Grounds Maintenance	5,800.00	0.00	0.00	5,800.00	0.00	5,800.00	100.00
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	925.00	71.98	71.98	853.02	0.00	853.02	92.22
100-204-6300-204	I.O.O.F. Electricity Costs	571.00	0.00	0.00	571.00	0.00	571.00	100.00
	E20 Sub Totals:	147,718.00	13,198.98	13,198.98	134,519.02	0.00	134,519.02	91.06
	Expense Sub Totals:	160,732.00	14,225.42	14,225.42	146,506.58	0.00	146,506.58	91.15
	Dept 204 Sub Totals:	125,232.00	10,198.42	10,198.42	115,033.58	0.00		
Dept 100-999	City Hall							
E10	PERSONNEL							
100-999-5200-112	Unemployment Compensation	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
	E10 Sub Totals:	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
E20	OPERATING COSTS							
100-999-5320-112	City Hall Facility Maintenance	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-999-6300-112	City Hall Electricity	15,662.00	0.00	0.00	15,662.00	0.00	15,662.00	100.00
100-999-6310-112	City Hall Heating Fuels	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
100-999-6350-112	City Hall Phones	14,693.00	313.45	313.45	14,379.55	0.00	14,379.55	97.87
	E20 Sub Totals:	58,355.00	313.45	313.45	58,041.55	0.00	58,041.55	99.46
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:	66,355.00	313.45	313.45	66,041.55	0.00	66,041.55	99.53
	Dept 999 Sub Totals:	66,355.00	313.45	313.45	66,041.55	0.00		
	Fund Revenue Sub Totals:	9,845,577.00	798,247.46	798,247.46	9,047,329.54	0.00	9,047,329.54	91.89
	Fund Expense Sub Totals:	10,698,705.00	623,153.07	623,153.07	10,075,551.93	7,134.00	10,068,417.93	94.11
	Fund 100 Sub Totals:	853,128.00	-175,094.39	-175,094.39	1,028,222.39	7,134.00		
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	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	R03 Sub Totals:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	Revenue Sub Totals:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
E10	PERSONNEL							
120-128-5020-120	DWI Overtime	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E10 Sub Totals:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
E20	OPERATING COSTS							

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 120-129 R03	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:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
		Dept 128 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
120-129-4230-120		HMV Grant							
		INTER-GOVERNMENTAL							
		HMV Grant Revenue	9,180.00	0.00	0.00	9,180.00	0.00	9,180.00	100.00
		R03 Sub Totals:	9,180.00	0.00	0.00	9,180.00	0.00	9,180.00	100.00
E10		Revenue Sub Totals:	9,180.00	0.00	0.00	9,180.00	0.00	9,180.00	100.00
		PERSONNEL							
	120-129-5020-120	HMV Overtime	9,180.00	0.00	0.00	9,180.00	0.00	9,180.00	100.00
	120-129-5360-120	HMV Grant Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20		E10 Sub Totals:	9,180.00	0.00	0.00	9,180.00	0.00	9,180.00	100.00
		OPERATING COSTS							
	120-129-5590-120	HMV Grant General Supplies	0.00	0.00	0.00	0.00	5,180.00	-5,180.00	0.00
		E20 Sub Totals:	0.00	0.00	0.00	0.00	5,180.00	-5,180.00	0.00
Dept 120-131 R03		Expense Sub Totals:	9,180.00	0.00	0.00	9,180.00	5,180.00	4,000.00	43.57
		Dept 129 Sub Totals:	0.00	0.00	0.00	0.00	5,180.00		
		DOJ Grant							
		INTER-GOVERNMENTAL							
120-131-4220-120		Justice Dept Vest Grant	1,862.00	0.00	0.00	1,862.00	0.00	1,862.00	100.00
	120-131-4250-120	LLEBG Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R03 Sub Totals:	1,862.00	0.00	0.00	1,862.00	0.00	1,862.00	100.00
		Revenue Sub Totals:	1,862.00	0.00	0.00	1,862.00	0.00	1,862.00	100.00
E10		PERSONNEL							
	120-131-5380-120	Police Dept Uniforms-Vests	3,725.00	0.00	0.00	3,725.00	0.00	3,725.00	100.00
		E10 Sub Totals:	3,725.00	0.00	0.00	3,725.00	0.00	3,725.00	100.00
		CAPITAL OUTLAY							
E30	120-131-5790-120	LLEBG-Law Enf Safety Prog	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
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	3,725.00	0.00	0.00	3,725.00	0.00	3,725.00	100.00
	Dept 131 Sub Totals:	1,863.00	0.00	0.00	1,863.00	0.00		
	Fund Revenue Sub Totals:	18,352.00	0.00	0.00	18,352.00	0.00	18,352.00	100.00
	Fund Expense Sub Totals:	17,905.00	0.00	0.00	17,905.00	5,180.00	12,725.00	71.07
	Fund 120 Sub Totals:	-447.00	0.00	0.00	-447.00	5,180.00		
Fund 124 Dept 124-120 R87 124-120-4990-126	Shop With a Cop DONATIONS Halloween Bash	 2,000.00	 1,050.00	 1,050.00	 950.00	 0.00	 950.00	 47.50
	R87 Sub Totals:	2,000.00	1,050.00	1,050.00	950.00	0.00	950.00	47.50
	Revenue Sub Totals:	2,000.00	1,050.00	1,050.00	950.00	0.00	950.00	47.50
E20 124-120-6430-126	OPERATING COSTS Halloween Bash Expenses	2,000.00	2,095.51	2,095.51	-95.51	0.00	-95.51	0.00
	E20 Sub Totals:	2,000.00	2,095.51	2,095.51	-95.51	0.00	-95.51	0.00
	Expense Sub Totals:	2,000.00	2,095.51	2,095.51	-95.51	0.00	-95.51	0.00
	Dept 120 Sub Totals:	0.00	1,045.51	1,045.51	-1,045.51	0.00		
Dept 124-124 R06 124-124-4700-124	REVENUE FROM USE OF ASSET Interest Earned-Shop w/a Cop	100.00	11.61	11.61	88.39	0.00	88.39	88.39
	R06 Sub Totals:	100.00	11.61	11.61	88.39	0.00	88.39	88.39
R87 124-124-4830-124	DONATIONS Shop With A Cop	15,500.00	2,350.00	2,350.00	13,150.00	0.00	13,150.00	84.84
	R87 Sub Totals:	15,500.00	2,350.00	2,350.00	13,150.00	0.00	13,150.00	84.84
	Revenue Sub Totals:	15,600.00	2,361.61	2,361.61	13,238.39	0.00	13,238.39	84.86
E20 124-124-6440-124	OPERATING COSTS Shop With A Cop Expenses	15,500.00	38.64	38.64	15,461.36	0.00	15,461.36	99.75

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	15,500.00	38.64	38.64	15,461.36	0.00	15,461.36	99.75
	Expense Sub Totals:	15,500.00	38.64	38.64	15,461.36	0.00	15,461.36	99.75
	Dept 124 Sub Totals:	-100.00	-2,322.97	-2,322.97	2,222.97	0.00		
	Fund Revenue Sub Totals:	17,600.00	3,411.61	3,411.61	14,188.39	0.00	14,188.39	80.62
	Fund Expense Sub Totals:	17,500.00	2,134.15	2,134.15	15,365.85	0.00	15,365.85	87.80
	Fund 124 Sub Totals:	-100.00	-1,277.46	-1,277.46	1,177.46	0.00		
Fund 126	D.A.R.E Program							
Dept 126-000	TRANSFERS OUT							
E90	Trasnfer to Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126-000-3205-120	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 126-126	REVENUE FROM USE OF ASSET							
R06	D.A.R.E Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126-126-4700-126	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
126-126-4990-126	D.A.R.E Program Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
126-126-6430-126	D.A.R.E Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

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	866,763.00	72,230.25	72,230.25	794,532.75	0.00	794,532.75	91.67
130-000-3330-000	Transfer fm General	654,927.00	54,577.25	54,577.25	600,349.75	0.00	600,349.75	91.67
	R90 Sub Totals:	1,521,690.00	126,807.50	126,807.50	1,394,882.50	0.00	1,394,882.50	91.67
	Revenue Sub Totals:	1,521,690.00	126,807.50	126,807.50	1,394,882.50	0.00	1,394,882.50	91.67
E90	TRANSFERS OUT							
130-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-000-3285-000	Trns to Capital Improvement	484,985.00	0.00	0.00	484,985.00	0.00	484,985.00	100.00
	E90 Sub Totals:	484,985.00	0.00	0.00	484,985.00	0.00	484,985.00	100.00
	Expense Sub Totals:	484,985.00	0.00	0.00	484,985.00	0.00	484,985.00	100.00
	Dept 000 Sub Totals:	-1,036,705.00	-126,807.50	-126,807.50	-909,897.50	0.00		
Dept 130-130	TAXES							
R01	Fire Department Sales Tax	678,809.00	67,889.84	67,889.84	610,919.16	0.00	610,919.16	90.00
130-130-4030-130								
	R01 Sub Totals:	678,809.00	67,889.84	67,889.84	610,919.16	0.00	610,919.16	90.00
R02	LICENSES AND PERMITS							
130-130-4150-130	Fire Department Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R03	INTER-GOVERNMENTAL							
130-130-4200-130	Grant Revenues	167,500.00	0.00	0.00	167,500.00	0.00	167,500.00	100.00
130-130-4850-130	Contract: Fire District	130,000.00	0.00	0.00	130,000.00	0.00	130,000.00	100.00
	R03 Sub Totals:	297,500.00	0.00	0.00	297,500.00	0.00	297,500.00	100.00
R06	REVENUE FROM USE OF ASSET							
130-130-4700-130	Fire Dept Interest Earned	0.00	2,199.40	2,199.40	-2,199.40	0.00	-2,199.40	0.00
130-130-4760-130	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-130-4820-130	Fire Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R06 Sub Totals:	0.00	2,199.40	2,199.40	-2,199.40	0.00	-2,199.40	0.00
R07	OTHER INCOME							
130-130-4800-130	Fire Department Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
130-130-4990-130	Donations - Fire Dept.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	976,309.00	70,089.24	70,089.24	906,219.76	0.00	906,219.76	92.82
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,287,459.00	95,247.78	95,247.78	1,192,211.22	0.00	1,192,211.22	92.60
130-130-5020-130	Fire Dept Overtime	134,000.00	1,163.22	1,163.22	132,836.78	0.00	132,836.78	99.13
130-130-5030-130	Fire Dept Part Time	3,500.00	349.32	349.32	3,150.68	0.00	3,150.68	90.02
130-130-5070-130	Availability Allowance	3,240.00	210.00	210.00	3,030.00	0.00	3,030.00	93.52
130-130-5170-130	Fire Dept Social Security	113,997.00	7,081.29	7,081.29	106,915.71	0.00	106,915.71	93.79
130-130-5180-130	Fire Dept Retirement	130,775.00	7,988.97	7,988.97	122,786.03	0.00	122,786.03	93.89
130-130-5190-130	Fire Dept Health Insurance	210,458.00	17,470.12	17,470.12	192,987.88	0.00	192,987.88	91.70
130-130-5210-130	Fire Dept Workers Compensation	65,269.00	0.00	0.00	65,269.00	0.00	65,269.00	100.00
130-130-5230-130	Physicals	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
130-130-5360-130	Fire Dept Member/Train/Trvl	2,850.00	0.00	0.00	2,850.00	0.00	2,850.00	100.00
130-130-5361-130	Fire Academy Training	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
130-130-5380-130	Fire Dept Uniforms	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
	E10 Sub Totals:	1,959,448.00	129,510.70	129,510.70	1,829,937.30	0.00	1,829,937.30	93.39
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	61,320.00	1,927.52	1,927.52	59,392.48	0.00	59,392.48	96.86
130-130-5300-130	Fire Dept Insurance and Bonds	42,924.00	3,236.00	3,236.00	39,688.00	0.00	39,688.00	92.46
130-130-5320-130	Fire Dept Facility Maintenance	31,600.00	569.45	569.45	31,030.55	0.00	31,030.55	98.20
130-130-5330-130	Fire Dept Equipment Maint.	29,500.00	711.93	711.93	28,788.07	0.00	28,788.07	97.59
130-130-5530-130	Fire Dept Fuels/Lubricants	15,750.00	1,538.34	1,538.34	14,211.66	0.00	14,211.66	90.23
130-130-5540-130	Fire Dept Chemicals	1,130.00	0.00	0.00	1,130.00	0.00	1,130.00	100.00
130-130-5590-130	Fire Dept General Supplies	9,460.00	331.94	331.94	9,128.06	0.00	9,128.06	96.49
130-130-5700-130	Fire Dept Comp., Software	15,225.00	0.00	0.00	15,225.00	0.00	15,225.00	100.00
130-130-6300-130	Fire Dept Electricity	15,430.00	0.00	0.00	15,430.00	0.00	15,430.00	100.00
130-130-6310-130	Fire Dept Heating Fuels	8,400.00	0.00	0.00	8,400.00	0.00	8,400.00	100.00
130-130-6350-130	Fire Dept Phones	8,692.00	286.52	286.52	8,405.48	0.00	8,405.48	96.70
130-130-6390-130	Fire Dept. Minor Equipment	51,658.00	0.00	0.00	51,658.00	16,244.20	35,413.80	68.55
	E20 Sub Totals:	291,089.00	8,601.70	8,601.70	282,487.30	16,244.20	266,243.10	91.46
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:	2,250,537.00	138,112.40	138,112.40	2,112,424.60	16,244.20	2,096,180.40	93.14
	Dept 130 Sub Totals:	1,274,228.00	68,023.16	68,023.16	1,206,204.84	16,244.20		
	Fund Revenue Sub Totals:	2,497,999.00	196,896.74	196,896.74	2,301,102.26	0.00	2,301,102.26	92.12
	Fund Expense Sub Totals:	2,735,522.00	138,112.40	138,112.40	2,597,409.60	16,244.20	2,581,165.40	94.36
	Fund 130 Sub Totals:	237,523.00	-58,784.34	-58,784.34	296,307.34	16,244.20		
Fund 170	Drainage Sales Tax							
Dept 170-000	Non-Departmental							
R90	TRANSFERS IN							
170-000-3306-000	Transfer fm ARPA	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							
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	7,703,160.00	0.00	0.00	7,703,160.00	0.00	7,703,160.00	100.00
	E90 Sub Totals:	7,703,160.00	0.00	0.00	7,703,160.00	0.00	7,703,160.00	100.00
	Expense Sub Totals:	7,703,160.00	0.00	0.00	7,703,160.00	0.00	7,703,160.00	100.00
	Dept 000 Sub Totals:	7,703,160.00	0.00	0.00	7,703,160.00	0.00		
Dept 170-990	TAXES							
R01	Sales Tax Drainage	407,468.00	40,734.03	40,734.03	366,733.97	0.00	366,733.97	90.00
170-990-4030-990	R01 Sub Totals:	407,468.00	40,734.03	40,734.03	366,733.97	0.00	366,733.97	90.00
R03	INTER-GOVERNMENTAL							
170-990-4200-990	Grant Revenue	7,200,936.00	894,974.83	894,974.83	6,305,961.17	0.00	6,305,961.17	87.57
	R03 Sub Totals:	7,200,936.00	894,974.83	894,974.83	6,305,961.17	0.00	6,305,961.17	87.57
R06	REVENUE FROM USE OF ASSET							
170-990-4700-990	Interest Earned-Drainage Fund	18,500.00	7,346.00	7,346.00	11,154.00	0.00	11,154.00	60.29

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:	18,500.00	7,346.00	7,346.00	11,154.00	0.00	11,154.00	60.29
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:	7,626,904.00	943,054.86	943,054.86	6,683,849.14	0.00	6,683,849.14	87.64
E10	PERSONNEL							
170-990-5010-990	Drainage Salaries	51,582.00	3,866.61	3,866.61	47,715.39	0.00	47,715.39	92.50
170-990-5020-990	Drainage Overtime	4,667.00	43.40	43.40	4,623.60	0.00	4,623.60	99.07
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	30.00	330.00	0.00	330.00	91.67
170-990-5170-990	Drainage Social Security	5,221.00	298.30	298.30	4,922.70	0.00	4,922.70	94.29
170-990-5180-990	Drainage Retirement	3,375.00	236.40	236.40	3,138.60	0.00	3,138.60	93.00
170-990-5190-990	Drainage Health Insurance	7,795.00	650.26	650.26	7,144.74	0.00	7,144.74	91.66
170-990-5210-990	Drainage Workers Compensation	2,990.00	0.00	0.00	2,990.00	0.00	2,990.00	100.00
170-990-5380-990	Drainage Uniforms	1,310.00	0.00	0.00	1,310.00	0.00	1,310.00	100.00
	E10 Sub Totals:	89,300.00	5,124.97	5,124.97	84,175.03	0.00	84,175.03	94.26
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	10,250.00	659.62	659.62	9,590.38	0.00	9,590.38	93.56
170-990-5300-990	Drainage Insurance & Bonds	400.00	0.00	0.00	400.00	0.00	400.00	100.00
170-990-5330-990	Drainage Equipment Maintenance	15,750.00	0.00	0.00	15,750.00	0.00	15,750.00	100.00
170-990-5530-990	Drainage Fuels/Lubricants	8,000.00	134.00	134.00	7,866.00	0.00	7,866.00	98.33
170-990-5590-990	Drainage General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-990-5640-990	Drainage Maintenance	21,000.00	462.97	462.97	20,537.03	0.00	20,537.03	97.80
170-990-5700-990	Drainage Computer/Software	99.00	0.00	0.00	99.00	0.00	99.00	100.00
170-990-6350-990	Drainage Phones	3,198.00	40.00	40.00	3,158.00	0.00	3,158.00	98.75
	E20 Sub Totals:	58,697.00	1,296.59	1,296.59	57,400.41	0.00	57,400.41	97.79
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:	147,997.00	6,421.56	6,421.56	141,575.44	0.00	141,575.44	95.66
	Dept 990 Sub Totals:	-7,478,907.00	-936,633.30	-936,633.30	-6,542,273.70	0.00		
	Fund Revenue Sub Totals:	7,626,904.00	943,054.86	943,054.86	6,683,849.14	0.00	6,683,849.14	87.64

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	7,851,157.00	6,421.56	6,421.56	7,844,735.44	0.00	7,844,735.44	99.92
	Fund 170 Sub Totals:	224,253.00	-936,633.30	-936,633.30	1,160,886.30	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	0.00	0.00	53,680.00	0.00	53,680.00	100.00
175-000-3264-000	Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3285-000	Trns to Capital Improvement	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
	E90 Sub Totals:	78,680.00	0.00	0.00	78,680.00	0.00	78,680.00	100.00
	Expense Sub Totals:	78,680.00	0.00	0.00	78,680.00	0.00	78,680.00	100.00
	Dept 000 Sub Totals:	78,680.00	0.00	0.00	78,680.00	0.00		
Dept 175-175	TAXES							
R01	Sales Tax - 1/16-Cent	169,780.00	16,972.46	16,972.46	152,807.54	0.00	152,807.54	90.00
175-175-4030-175	R01 Sub Totals:	169,780.00	16,972.46	16,972.46	152,807.54	0.00	152,807.54	90.00
R06	REVENUE FROM USE OF ASSET							
175-175-4700-175	Interest Earned-Senior Center	6,970.00	925.41	925.41	6,044.59	0.00	6,044.59	86.72
175-175-4820-175	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	6,970.00	925.41	925.41	6,044.59	0.00	6,044.59	86.72
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:	176,750.00	17,897.87	17,897.87	158,852.13	0.00	158,852.13	89.87
E10	PERSONNEL							
175-175-5010-175	Senior Center Salaries	5,915.00	448.28	448.28	5,466.72	0.00	5,466.72	92.42

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	0.00	500.00	0.00	500.00	100.00
175-175-5170-175	Senior Center Social Security	491.00	33.77	33.77	457.23	0.00	457.23	93.12
175-175-5180-175	Senior Center Retirement	385.00	26.90	26.90	358.10	0.00	358.10	93.01
175-175-5190-175	Senior Center Health Insurance	1,248.00	104.04	104.04	1,143.96	0.00	1,143.96	91.66
175-175-5210-175	Senior Center Workers Comp.	281.00	0.00	0.00	281.00	0.00	281.00	100.00
175-175-5360-175	Senior Center Memb/Train/Trvl	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E10 Sub Totals:	9,120.00	612.99	612.99	8,507.01	0.00	8,507.01	93.28
E20	OPERATING COSTS							
175-175-5260-175	Senior Center Prof. Services	7,430.00	0.00	0.00	7,430.00	0.00	7,430.00	100.00
175-175-5300-175	Senior Center Ins. & Bonds	5,901.00	0.00	0.00	5,901.00	0.00	5,901.00	100.00
175-175-5320-175	Senior Center Facility Maint.	12,000.00	3,075.01	3,075.01	8,924.99	0.00	8,924.99	74.37
175-175-5330-175	Senior Center Equipment Maint.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
175-175-5590-175	Senior Center General Supplies	1,000.00	17.98	17.98	982.02	0.00	982.02	98.20
175-175-5610-175	Senior Center Activity/Event	3,000.00	31.92	31.92	2,968.08	0.00	2,968.08	98.94
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	0.00	0.00	27,000.00	0.00	27,000.00	100.00
175-175-6350-175	Senior Center Phones	3,248.00	41.52	41.52	3,206.48	0.00	3,206.48	98.72
	E20 Sub Totals:	60,604.00	3,166.43	3,166.43	57,437.57	0.00	57,437.57	94.78
	Expense Sub Totals:	69,724.00	3,779.42	3,779.42	65,944.58	0.00	65,944.58	94.58
	Dept 175 Sub Totals:	-107,026.00	-14,118.45	-14,118.45	-92,907.55	0.00		
	Fund Revenue Sub Totals:	176,750.00	17,897.87	17,897.87	158,852.13	0.00	158,852.13	89.87
	Fund Expense Sub Totals:	148,404.00	3,779.42	3,779.42	144,624.58	0.00	144,624.58	97.45
	Fund 175 Sub Totals:	-28,346.00	-14,118.45	-14,118.45	-14,227.55	0.00		
Fund 180	Parks Sales Tax							
Dept 180-000	Non-Departmental							
R90	TRANSFERS IN							
180-000-3343-000	Transfer from Other Funds	676,850.00	56,404.17	56,404.17	620,445.83	0.00	620,445.83	91.67
180-000-3390-000	Transfer from Parks Sales Tax	66,530.00	5,544.17	5,544.17	60,985.83	0.00	60,985.83	91.67
	R90 Sub Totals:	743,380.00	61,948.34	61,948.34	681,431.66	0.00	681,431.66	91.67
	Revenue Sub Totals:	743,380.00	61,948.34	61,948.34	681,431.66	0.00	681,431.66	91.67
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	987,652.00	48,478.11	48,478.11	939,173.89	0.00	939,173.89	95.09

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-000-3290-000	Transfer to Parks Recreation	66,530.00	5,544.17	5,544.17	60,985.83	0.00	60,985.83	91.67
	E90 Sub Totals:	1,054,182.00	54,022.28	54,022.28	1,000,159.72	0.00	1,000,159.72	94.88
	Expense Sub Totals:	1,054,182.00	54,022.28	54,022.28	1,000,159.72	0.00	1,000,159.72	94.88
	Dept 000 Sub Totals:	310,802.00	-7,926.06	-7,926.06	318,728.06	0.00		
Dept 180-750 R01	TAXES							
180-750-4030-750	Sales Tax Parks	611,202.00	61,101.05	61,101.05	550,100.95	0.00	550,100.95	90.00
	R01 Sub Totals:	611,202.00	61,101.05	61,101.05	550,100.95	0.00	550,100.95	90.00
R03	INTER-GOVERNMENTAL							
180-750-4200-750	Grant Revenue	200,252.00	0.00	0.00	200,252.00	0.00	200,252.00	100.00
	R03 Sub Totals:	200,252.00	0.00	0.00	200,252.00	0.00	200,252.00	100.00
R04	CHARGES FOR SERVICES							
180-750-4530-750	Fish Food Monies	4,000.00	422.01	422.01	3,577.99	0.00	3,577.99	89.45
	R04 Sub Totals:	4,000.00	422.01	422.01	3,577.99	0.00	3,577.99	89.45
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,800.00	-305.00	-305.00	3,105.00	0.00	3,105.00	110.89
180-750-4500-752	RV Pad Rental	3,000.00	660.00	660.00	2,340.00	0.00	2,340.00	78.00
180-750-4700-750	Interest Earned-Parks Fund	19,214.00	2,005.40	2,005.40	17,208.60	0.00	17,208.60	89.56
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	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	25,014.00	2,360.40	2,360.40	22,653.60	0.00	22,653.60	90.56
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	33.60	33.60	-33.60	0.00	-33.60	0.00
	R07 Sub Totals:	0.00	33.60	33.60	-33.60	0.00	-33.60	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:	840,468.00	63,917.06	63,917.06	776,550.94	0.00	776,550.94	92.40
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	246,631.00	17,483.98	17,483.98	229,147.02	0.00	229,147.02	92.91
180-750-5020-750	Parks Overtime	6,000.00	711.31	711.31	5,288.69	0.00	5,288.69	88.14

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	60.00	660.00	0.00	660.00	91.67
180-750-5170-750	Parks Social Security	19,327.00	1,374.60	1,374.60	17,952.40	0.00	17,952.40	92.89
180-750-5180-750	Parks Retirement	15,158.00	1,106.43	1,106.43	14,051.57	0.00	14,051.57	92.70
180-750-5190-750	Parks Health Insurance	46,769.00	3,868.68	3,868.68	42,900.32	0.00	42,900.32	91.73
180-750-5210-750	Parks Workers Compensation	11,066.00	0.00	0.00	11,066.00	0.00	11,066.00	100.00
180-750-5360-750	Parks Member/Training/Travel	1,040.00	0.00	0.00	1,040.00	0.00	1,040.00	100.00
180-750-5380-750	Parks Uniforms	3,500.00	1,731.50	1,731.50	1,768.50	0.00	1,768.50	50.53
	E10 Sub Totals:	350,211.00	26,336.50	26,336.50	323,874.50	0.00	323,874.50	92.48
E20	OPERATING COSTS							
180-750-5260-750	Parks Professional Services	2,780.00	259.12	259.12	2,520.88	0.00	2,520.88	90.68
180-750-5300-750	Parks Insurance and Bonds	29,073.00	0.00	0.00	29,073.00	0.00	29,073.00	100.00
180-750-5320-750	Parks Facility Maintenance	30,000.00	929.87	929.87	29,070.13	0.00	29,070.13	96.90
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5330-750	Parks Equipment Maintenance	20,000.00	2,231.34	2,231.34	17,768.66	0.00	17,768.66	88.84
180-750-5331-750	Helicopter Maintenance	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
180-750-5530-750	Parks Fuels/Lubricants	15,000.00	989.99	989.99	14,010.01	0.00	14,010.01	93.40
180-750-5590-750	Parks General Supplies	10,000.00	1,575.54	1,575.54	8,424.46	0.00	8,424.46	84.24
180-750-5590-752	RV Park Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5610-750	Christmas Lighting	5,000.00	19.57	19.57	4,980.43	0.00	4,980.43	99.61
180-750-5630-750	Wading Pool Expenses	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
180-750-5700-750	Parks Computer/Software	3,140.00	0.00	0.00	3,140.00	0.00	3,140.00	100.00
180-750-6300-750	Parks Electricity	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	100.00
180-750-6310-750	Parks Heating Fuels	2,900.00	0.00	0.00	2,900.00	0.00	2,900.00	100.00
180-750-6350-750	Parks Phones	2,894.00	13.84	13.84	2,880.16	0.00	2,880.16	99.52
180-750-6390-750	Parks Minor Equipment	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
180-750-6410-750	Flowers & Plants	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E20 Sub Totals:	156,787.00	6,019.27	6,019.27	150,767.73	0.00	150,767.73	96.16
	Expense Sub Totals:	506,998.00	32,355.77	32,355.77	474,642.23	0.00	474,642.23	93.62
	Dept 750 Sub Totals:	-333,470.00	-31,561.29	-31,561.29	-301,908.71	0.00		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	46,710.00	0.00	0.00	46,710.00	0.00	46,710.00	100.00
180-940-5300-940	Parks - Swim Insurance & Bonds	13,529.00	0.00	0.00	13,529.00	0.00	13,529.00	100.00
180-940-5320-940	Parks - Swim Facility Maint.	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
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	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
180-940-6300-940	Parks - Pool Electricity	4,000.00	-1,205.02	-1,205.02	5,205.02	0.00	5,205.02	130.13
	E20 Sub Totals:	73,239.00	-1,205.02	-1,205.02	74,444.02	0.00	74,444.02	101.65

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	73,239.00	-1,205.02	-1,205.02	74,444.02	0.00	74,444.02	101.65
	Dept 940 Sub Totals:	73,239.00	-1,205.02	-1,205.02	74,444.02	0.00		
	Fund Revenue Sub Totals:	1,583,848.00	125,865.40	125,865.40	1,457,982.60	0.00	1,457,982.60	92.05
	Fund Expense Sub Totals:	1,634,419.00	85,173.03	85,173.03	1,549,245.97	0.00	1,549,245.97	94.79
	Fund 180 Sub Totals:	50,571.00	-40,692.37	-40,692.37	91,263.37	0.00		
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	213,718.00	0.00	0.00	213,718.00	0.00	213,718.00	100.00
195-000-3285-000	Trns to Capital Improvement	85,000.00	0.00	0.00	85,000.00	0.00	85,000.00	100.00
	E90 Sub Totals:	298,718.00	0.00	0.00	298,718.00	0.00	298,718.00	100.00
	Expense Sub Totals:	298,718.00	0.00	0.00	298,718.00	0.00	298,718.00	100.00
	Dept 000 Sub Totals:	298,718.00	0.00	0.00	298,718.00	0.00		
Dept 195-114	REVENUE FROM USE OF ASSET							
R06	Lampo Rental Fees	13,000.00	2,100.00	2,100.00	10,900.00	0.00	10,900.00	83.85
195-114-4500-114	R06 Sub Totals:	13,000.00	2,100.00	2,100.00	10,900.00	0.00	10,900.00	83.85
	Revenue Sub Totals:	13,000.00	2,100.00	2,100.00	10,900.00	0.00	10,900.00	83.85
E20	OPERATING COSTS							
195-114-5260-114	Lampo Professional Services	2,200.00	0.00	0.00	2,200.00	0.00	2,200.00	100.00
195-114-5300-114	Lampo Insurance and Bonds	2,718.00	0.00	0.00	2,718.00	0.00	2,718.00	100.00
195-114-5320-114	Lampo Facility Maintenance	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	100.00
195-114-5330-114	Lampo Equipment Mtce	1,050.00	0.00	0.00	1,050.00	0.00	1,050.00	100.00
195-114-5590-114	Lampo General Supplies	1,050.00	57.16	57.16	992.84	0.00	992.84	94.56
195-114-6300-114	Lampo Electricity	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
195-114-6310-114	Lampo Heating Fuels	4,593.00	0.00	0.00	4,593.00	0.00	4,593.00	100.00
	E20 Sub Totals:	21,611.00	57.16	57.16	21,553.84	0.00	21,553.84	99.74
	Expense Sub Totals:	21,611.00	57.16	57.16	21,553.84	0.00	21,553.84	99.74

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 114 Sub Totals:	8,611.00	-2,042.84	-2,042.84	10,653.84	0.00		
Dept 195-195								
R01	TAXES							
195-195-4030-195	Auditorium Sales Tax	509,334.00	50,917.39	50,917.39	458,416.61	0.00	458,416.61	90.00
	R01 Sub Totals:	509,334.00	50,917.39	50,917.39	458,416.61	0.00	458,416.61	90.00
R06	REVENUE FROM USE OF ASSET							
195-195-4500-195	Auditorium Rental Fees	18,500.00	2,187.50	2,187.50	16,312.50	0.00	16,312.50	88.18
195-195-4520-195	Auditorium Sound Fees	3,000.00	780.00	780.00	2,220.00	0.00	2,220.00	74.00
195-195-4700-195	Interest Earned-Auditorium Fd	33,388.00	3,491.11	3,491.11	29,896.89	0.00	29,896.89	89.54
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:	54,888.00	6,458.61	6,458.61	48,429.39	0.00	48,429.39	88.23
	Revenue Sub Totals:	564,222.00	57,376.00	57,376.00	506,846.00	0.00	506,846.00	89.83
E10	PERSONNEL							
195-195-5010-195	Auditorium Salaries	45,244.00	2,462.12	2,462.12	42,781.88	0.00	42,781.88	94.56
195-195-5020-195	Auditorium Overtime	6,000.00	374.85	374.85	5,625.15	0.00	5,625.15	93.75
195-195-5030-195	Auditorium Part Time	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
195-195-5170-195	Auditorium Social Security	4,074.00	226.98	226.98	3,847.02	0.00	3,847.02	94.43
195-195-5180-195	Auditorium Retirement	3,075.00	159.62	159.62	2,915.38	0.00	2,915.38	94.81
195-195-5190-195	Auditorium Health Insurance	8,965.00	662.23	662.23	8,302.77	0.00	8,302.77	92.61
195-195-5210-195	Auditorium Workers Comp.	2,333.00	0.00	0.00	2,333.00	0.00	2,333.00	100.00
	E10 Sub Totals:	71,691.00	3,885.80	3,885.80	67,805.20	0.00	67,805.20	94.58
E20	OPERATING COSTS							
195-195-5260-195	Auditorium Prof. Services	12,110.00	0.00	0.00	12,110.00	0.00	12,110.00	100.00
195-195-5300-195	Auditorium Insurance & Bonds	22,782.00	0.00	0.00	22,782.00	0.00	22,782.00	100.00
195-195-5320-195	Auditorium Facility Maint.	24,520.00	199.98	199.98	24,320.02	0.00	24,320.02	99.18
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	118.69	118.69	2,506.31	0.00	2,506.31	95.48
195-195-6300-195	Auditorium Electricity	38,000.00	0.00	0.00	38,000.00	0.00	38,000.00	100.00
195-195-6310-195	Auditorium Heating Fuels	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00	100.00
195-195-6350-195	Auditorium Phones	2,718.00	0.00	0.00	2,718.00	0.00	2,718.00	100.00
	E20 Sub Totals:	120,755.00	318.67	318.67	120,436.33	0.00	120,436.33	99.74
	Expense Sub Totals:	192,446.00	4,204.47	4,204.47	188,241.53	0.00	188,241.53	97.82
	Dept 195 Sub Totals:	-371,776.00	-53,171.53	-53,171.53	-318,604.47	0.00		
	Fund Revenue Sub Totals:	577,222.00	59,476.00	59,476.00	517,746.00	0.00	517,746.00	89.70

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:	512,775.00	4,261.63	4,261.63	508,513.37	0.00	508,513.37	99.17
	Fund 195 Sub Totals:	-64,447.00	-55,214.37	-55,214.37	-9,232.63	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 214									
Dept 214-000									
R90									
214-000-3314-000									
214-000-3320-000									
Fund 213 Sub Totals:			0.00	0.00	0.00	0.00	0.00		
2014 A&B Series									
Non-Departmental									
TRANSFERS IN									
Transfer from Other Funds			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfer to			0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90 Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Sub Totals:			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 000 Sub Totals:			0.00	0.00	0.00	0.00	0.00		
Dept 214-214									
R06									
214-214-4700-214									
REVENUE FROM USE OF ASSET									
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									
214-214-5920-214									
214-214-5940-214									
DEBT SERVICE - INTEREST & FI									
2014 Series Interest Payment			0.00	0.00	0.00	0.00	0.00	0.00	0.00
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									
214-214-5910-214									
DEBT SERVICE - PRINCIPLE									
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									
Dept 216-000									
R90									
2016 Series COPs									
TRANSFERS IN									

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
216-000-3376-000	Transfer in from Other Funds	241,738.00	8,183.57	8,183.57	233,554.43	0.00	233,554.43	96.61
	R90 Sub Totals:	241,738.00	8,183.57	8,183.57	233,554.43	0.00	233,554.43	96.61
	Revenue Sub Totals:	241,738.00	8,183.57	8,183.57	233,554.43	0.00	233,554.43	96.61
	Dept 000 Sub Totals:	-241,738.00	-8,183.57	-8,183.57	-233,554.43	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	51,500.00	8,183.57	8,183.57	43,316.43	0.00	43,316.43	84.11
216-216-5940-216	2016 Series Admin Fees	4,750.00	0.00	0.00	4,750.00	0.00	4,750.00	100.00
	E50 Sub Totals:	56,250.00	8,183.57	8,183.57	48,066.43	0.00	48,066.43	85.45
E55	DEBT SERVICE - PRINCIPLE							
216-216-5910-216	Principal Paid 2016 COP	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	E55 Sub Totals:	190,000.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00
	Expense Sub Totals:	246,250.00	8,183.57	8,183.57	238,066.43	0.00	238,066.43	96.68
	Dept 216 Sub Totals:	246,250.00	8,183.57	8,183.57	238,066.43	0.00		
	Fund Revenue Sub Totals:	241,738.00	8,183.57	8,183.57	233,554.43	0.00	233,554.43	96.61
	Fund Expense Sub Totals:	246,250.00	8,183.57	8,183.57	238,066.43	0.00	238,066.43	96.68
	Fund 216 Sub Totals:	4,512.00	0.00	0.00	4,512.00	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	507,002.00	0.00	0.00	507,002.00	0.00	507,002.00	100.00
221-000-3321-000	Transfer in 2021 Series DS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	507,002.00	0.00	0.00	507,002.00	0.00	507,002.00	100.00
	Revenue Sub Totals:	507,002.00	0.00	0.00	507,002.00	0.00	507,002.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 000 Sub Totals:	-507,002.00	0.00	0.00	-507,002.00	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	5.50	5.50	-5.50	0.00	-5.50	0.00
	R06 Sub Totals:	0.00	5.50	5.50	-5.50	0.00	-5.50	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	5.50	5.50	-5.50	0.00	-5.50	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	33,901.00	0.00	0.00	33,901.00	0.00	33,901.00	100.00
221-221-5940-221	2021 Series Admin Fees	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
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:	36,401.00	0.00	0.00	36,401.00	0.00	36,401.00	100.00
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	470,000.00	0.00	0.00	470,000.00	0.00	470,000.00	100.00
	E55 Sub Totals:	470,000.00	0.00	0.00	470,000.00	0.00	470,000.00	100.00
	Expense Sub Totals:	506,401.00	0.00	0.00	506,401.00	0.00	506,401.00	100.00
	Dept 221 Sub Totals:	506,401.00	-5.50	-5.50	506,406.50	0.00		
	Fund Revenue Sub Totals:	507,002.00	5.50	5.50	506,996.50	0.00	506,996.50	100.00
	Fund Expense Sub Totals:	506,401.00	0.00	0.00	506,401.00	0.00	506,401.00	100.00
	Fund 221 Sub Totals:	-601.00	-5.50	-5.50	-595.50	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	0.00	100.00	0.00	100.00	100.00
	R06 Sub Totals:	100.00	0.00	0.00	100.00	0.00	100.00	100.00
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	190,000.00	29,225.35	29,225.35	160,774.65	0.00	160,774.65	84.62
	R10 Sub Totals:	190,000.00	29,225.35	29,225.35	160,774.65	0.00	160,774.65	84.62
R90	TRANSFERS IN							
290-290-4950-290	City's Portion - Insur.	921,918.00	98,725.91	98,725.91	823,192.09	0.00	823,192.09	89.29
	R90 Sub Totals:	921,918.00	98,725.91	98,725.91	823,192.09	0.00	823,192.09	89.29
	Revenue Sub Totals:	1,112,018.00	127,951.26	127,951.26	984,066.74	0.00	984,066.74	88.49
E25	NON-OPERATING EXPENSE							
290-290-6140-290	Health Insurance Fees Employee	921,918.00	130,709.39	130,709.39	791,208.61	0.00	791,208.61	85.82
290-290-6150-290	Health Insurance Fees Dependnt	150,000.00	21,455.13	21,455.13	128,544.87	0.00	128,544.87	85.70
	E25 Sub Totals:	1,071,918.00	152,164.52	152,164.52	919,753.48	0.00	919,753.48	85.80
	Expense Sub Totals:	1,071,918.00	152,164.52	152,164.52	919,753.48	0.00	919,753.48	85.80
	Dept 290 Sub Totals:	-40,100.00	24,213.26	24,213.26	-64,313.26	0.00		
Dept 290-291								
E25	NON-OPERATING EXPENSE							
290-291-6120-290	Dental Insurance -Employee	27,000.00	4,922.28	4,922.28	22,077.72	0.00	22,077.72	81.77
290-291-6130-290	Dental Insurance Dependent	13,000.00	2,110.44	2,110.44	10,889.56	0.00	10,889.56	83.77
290-291-6130-291	Life Insurance Employee	0.00	1,039.25	1,039.25	-1,039.25	0.00	-1,039.25	0.00
290-291-6130-292	Life Insurance Dependent	0.00	6,919.53	6,919.53	-6,919.53	0.00	-6,919.53	0.00
290-291-6135-290	Vision Insurance	0.00	1,014.28	1,014.28	-1,014.28	0.00	-1,014.28	0.00
	E25 Sub Totals:	40,000.00	16,005.78	16,005.78	23,994.22	0.00	23,994.22	59.99
	Expense Sub Totals:	40,000.00	16,005.78	16,005.78	23,994.22	0.00	23,994.22	59.99
	Dept 291 Sub Totals:	40,000.00	16,005.78	16,005.78	23,994.22	0.00		
	Fund Revenue Sub Totals:	1,112,018.00	127,951.26	127,951.26	984,066.74	0.00	984,066.74	88.49

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund Expense Sub Totals:			1,111,918.00	168,170.30	168,170.30	943,747.70	0.00	943,747.70	84.88
Fund 290 Sub Totals:			-100.00	40,219.04	40,219.04	-40,319.04	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	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	100.00
300-000-3385-112		Transfer fm General Admin	470,000.00	0.00	0.00	470,000.00	0.00	470,000.00	100.00
300-000-3385-115		Transfer from Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-118		Transfer fm Recycle Center	65,261.00	0.00	0.00	65,261.00	0.00	65,261.00	100.00
300-000-3385-120		Transfer fm Police Dept	8,000.00	18,680.00	18,680.00	-10,680.00	0.00	-10,680.00	0.00
300-000-3385-130		Transfer fm Fire Department	484,985.00	0.00	0.00	484,985.00	0.00	484,985.00	100.00
300-000-3385-160		Transfer fm Airport	754,000.00	0.00	0.00	754,000.00	0.00	754,000.00	100.00
300-000-3385-170		Transfer fm Drainage	7,703,160.00	0.00	0.00	7,703,160.00	0.00	7,703,160.00	100.00
300-000-3385-175		Transfer fm Senior Center	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
300-000-3385-180		Transfer fm Parks & Rec	987,652.00	48,478.11	48,478.11	939,173.89	0.00	939,173.89	95.09
300-000-3385-195		Transfer fm Auditorium	85,000.00	0.00	0.00	85,000.00	0.00	85,000.00	100.00
300-000-3385-204		Transfer fm Cemetery	39,000.00	0.00	0.00	39,000.00	0.00	39,000.00	100.00
300-000-3385-450		Transfer fm Golf Course	300,000.00	0.00	0.00	300,000.00	0.00	300,000.00	100.00
300-000-3385-800		Transfer fm Streets Dept	229,500.00	0.00	0.00	229,500.00	0.00	229,500.00	100.00
R90 Sub Totals:			11,158,058.00	67,158.11	67,158.11	11,090,899.89	0.00	11,090,899.89	99.40
Revenue Sub Totals:			11,158,058.00	67,158.11	67,158.11	11,090,899.89	0.00	11,090,899.89	99.40
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	441,738.00	36,811.50	36,811.50	404,926.50	0.00	404,926.50	91.67
300-000-3243-000		Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90 Sub Totals:			441,738.00	36,811.50	36,811.50	404,926.50	0.00	404,926.50	91.67
Expense Sub Totals:			441,738.00	36,811.50	36,811.50	404,926.50	0.00	404,926.50	91.67
Dept 000 Sub Totals:			-10,716,320.00	-30,346.61	-30,346.61	-10,685,973.39	0.00		
Dept 300-300		Capital Improvement							
R01		TAXES							
300-300-4030-300		Capital Improvement Sales Tax	336,204.00	33,944.94	33,944.94	302,259.06	0.00	302,259.06	89.90
R01 Sub Totals:			336,204.00	33,944.94	33,944.94	302,259.06	0.00	302,259.06	89.90

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	13,969.00	775.84	775.84	13,193.16	0.00	13,193.16	94.45
	R06 Sub Totals:	13,969.00	775.84	775.84	13,193.16	0.00	13,193.16	94.45
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:	350,173.00	34,720.78	34,720.78	315,452.22	0.00	315,452.22	90.08
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	100.00
300-300-5790-112	Capital Impr./Purchase GenAdm	470,000.00	0.00	0.00	470,000.00	424,450.00	45,550.00	9.69
300-300-5790-115	Capital Impr/Purch Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-300-5790-130	Capital Impr/Purch Fire Dept	484,985.00	0.00	0.00	484,985.00	0.00	484,985.00	100.00
300-300-5790-175	Capital Impr/Purch Senior Cent	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
300-300-5790-195	Capital Impr/Purch Auditorium	85,000.00	0.00	0.00	85,000.00	38,918.00	46,082.00	54.21
300-300-5790-204	Capital Impr/Purch IOOF	39,000.00	0.00	0.00	39,000.00	0.00	39,000.00	100.00
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	300,000.00	0.00	0.00	300,000.00	0.00	300,000.00	100.00
300-300-5790-750	Capital Impr/Purch Parks & Rec	987,652.00	48,478.11	48,478.11	939,173.89	49,857.00	889,316.89	90.04
300-300-5790-800	Capital Impr/Purch Street Dept	229,500.00	0.00	0.00	229,500.00	0.00	229,500.00	100.00
300-300-5790-990	Capital Impr/Purch Drainage	7,703,160.00	0.00	0.00	7,703,160.00	2,016,559.07	5,686,600.93	73.82
	E30 Sub Totals:	10,330,797.00	48,478.11	48,478.11	10,282,318.89	2,529,784.07	7,752,534.82	75.04
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	65,261.00	0.00	0.00	65,261.00	0.00	65,261.00	100.00
300-300-5790-120	Capital Impr/Purch Police Dept	80,000.00	18,680.00	18,680.00	61,320.00	0.00	61,320.00	76.65
300-300-5790-160	Capital Impr/Purch Airport	754,000.00	0.00	0.00	754,000.00	121,023.39	632,976.61	83.95
	E90 Sub Totals:	899,261.00	18,680.00	18,680.00	880,581.00	121,023.39	759,557.61	84.46
	Expense Sub Totals:	11,230,058.00	67,158.11	67,158.11	11,162,899.89	2,650,807.46	8,512,092.43	75.80
	Dept 300 Sub Totals:	10,879,885.00	32,437.33	32,437.33	10,847,447.67	2,650,807.46		
	Fund Revenue Sub Totals:	11,508,231.00	101,878.89	101,878.89	11,406,352.11	0.00	11,406,352.11	99.11
	Fund Expense Sub Totals:	11,671,796.00	103,969.61	103,969.61	11,567,826.39	2,650,807.46	8,917,018.93	76.40
	Fund 300 Sub Totals:	163,565.00	2,090.72	2,090.72	161,474.28	2,650,807.46		
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	239.00	2,621.00	0.00	2,621.00	91.64
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	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	100.00
310-000-3256-000	Tran to -Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
310-000-3257-000	Transfer to-Bluegrass	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	25,360.00	239.00	239.00	25,121.00	0.00	25,121.00	99.06
	Expense Sub Totals:	25,360.00	239.00	239.00	25,121.00	0.00	25,121.00	99.06
	Dept 000 Sub Totals:	25,360.00	239.00	239.00	25,121.00	0.00		
Dept 310-310								
R01	TAXES							
310-310-4040-330	Motel Tax Revenue	95,317.00	9,287.86	9,287.86	86,029.14	0.00	86,029.14	90.26
	R01 Sub Totals:	95,317.00	9,287.86	9,287.86	86,029.14	0.00	86,029.14	90.26
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	8,992.00	1,075.58	1,075.58	7,916.42	0.00	7,916.42	88.04
	R06 Sub Totals:	8,992.00	1,075.58	1,075.58	7,916.42	0.00	7,916.42	88.04
	Revenue Sub Totals:	104,309.00	10,363.44	10,363.44	93,945.56	0.00	93,945.56	90.06
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	68,200.00	0.00	0.00	68,200.00	19,950.00	48,250.00	70.75
310-310-6300-310	Hotel Motel Electricity	600.00	0.00	0.00	600.00	0.00	600.00	100.00
310-310-6520-330	Easter Event	320.00	0.00	0.00	320.00	0.00	320.00	100.00
	E20 Sub Totals:	69,120.00	0.00	0.00	69,120.00	19,950.00	49,170.00	71.14
	Expense Sub Totals:	69,120.00	0.00	0.00	69,120.00	19,950.00	49,170.00	71.14
	Dept 310 Sub Totals:	-35,189.00	-10,363.44	-10,363.44	-24,825.56	19,950.00		
	Fund Revenue Sub Totals:	104,309.00	10,363.44	10,363.44	93,945.56	0.00	93,945.56	90.06
	Fund Expense Sub Totals:	94,480.00	239.00	239.00	94,241.00	19,950.00	74,291.00	78.63
	Fund 310 Sub Totals:	-9,829.00	-10,124.44	-10,124.44	295.44	19,950.00		
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	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	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	441,738.00	36,811.50	36,811.50	404,926.50	0.00	404,926.50	91.67
		R90 Sub Totals:	541,738.00	36,811.50	36,811.50	504,926.50	0.00	504,926.50	93.20
		Revenue Sub Totals:	541,738.00	36,811.50	36,811.50	504,926.50	0.00	504,926.50	93.20
E90		TRANSFERS OUT							
450-000-3276-000		Transfer to 2016 DS	241,738.00	8,183.57	8,183.57	233,554.43	0.00	233,554.43	96.61
450-000-3285-000		Trns to Capital Improvement	300,000.00	0.00	0.00	300,000.00	0.00	300,000.00	100.00
		E90 Sub Totals:	541,738.00	8,183.57	8,183.57	533,554.43	0.00	533,554.43	98.49
		Expense Sub Totals:	541,738.00	8,183.57	8,183.57	533,554.43	0.00	533,554.43	98.49
		Dept 000 Sub Totals:	0.00	-28,627.93	-28,627.93	28,627.93	0.00		
Dept 450-150									
R04		CHARGES FOR SERVICES							
450-150-4350-430		Golf Course Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4352-430		City Tournament Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4370-430		Passes for Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4993-430		Advertising Revenue	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							
450-150-4360-430		Golf Cart Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4390-430		Driving Range Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4500-430		Community Room Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4700-430		Interest Earned-Golf Course	0.00	307.46	307.46	-307.46	0.00	-307.46	0.00
450-150-4760-430		Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4820-430		Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		R06 Sub Totals:	0.00	307.46	307.46	-307.46	0.00	-307.46	0.00
R07		OTHER INCOME							
450-150-4800-430		Golf Course Miscellaneous	575,000.00	0.00	0.00	575,000.00	0.00	575,000.00	100.00
		R07 Sub Totals:	575,000.00	0.00	0.00	575,000.00	0.00	575,000.00	100.00
R08		SALES REVENUE							
450-150-4380-430		Pro Shop Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4420-430		Golf Concessions Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R08 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	575,000.00	307.46	307.46	574,692.54	0.00	574,692.54	99.95
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5020-430	Golf Course Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5030-430	Golf Course Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5070-430	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5170-430	Golf Course Social Security	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5180-430	Golf Course Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5190-430	Golf Course Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5210-430	Golf Course Workers Comp.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5360-430	Golf Course Member/Train/Trvl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5380-430	Uniforms	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							
450-150-5260-430	Golf Course Prof. Services	554,391.00	302.28	302.28	554,088.72	0.00	554,088.72	99.95
450-150-5265-430	Golf Mngmt Contracted Services	45,000.00	3,667.00	3,667.00	41,333.00	0.00	41,333.00	91.85
450-150-5270-430	Golf Course Credit Card Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5300-430	Golf Insurance & Bonds	16,028.00	0.00	0.00	16,028.00	0.00	16,028.00	100.00
450-150-5310-430	Golf Course Concession Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5314-430	Golf Course Accessories	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5320-430	Golf Facility Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5325-430	Grounds Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5330-430	Golf Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5335-430	Golf Cart Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5350-430	Driving Range Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5530-430	Golf Course Fuels/Lubricants	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5540-430	Golf Course Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5590-430	Golf Course General Supplies	0.00	34.79	34.79	-34.79	0.00	-34.79	0.00
450-150-5610-430	City Tournament Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5700-430	Golf Course Computer/Software	270.00	0.00	0.00	270.00	0.00	270.00	100.00
450-150-6300-430	Golf Course Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-6350-430	Golf Course Phones	0.00	27.68	27.68	-27.68	0.00	-27.68	0.00
	E20 Sub Totals:	615,689.00	4,031.75	4,031.75	611,657.25	0.00	611,657.25	99.35
E30	CAPITAL OUTLAY							
450-150-6380-430	Lease 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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	615,689.00	4,031.75	4,031.75	611,657.25	0.00	611,657.25	99.35
	Dept 150 Sub Totals:	40,689.00	3,724.29	3,724.29	36,964.71	0.00		
	Fund Revenue Sub Totals:	1,116,738.00	37,118.96	37,118.96	1,079,619.04	0.00	1,079,619.04	96.68
	Fund Expense Sub Totals:	1,157,427.00	12,215.32	12,215.32	1,145,211.68	0.00	1,145,211.68	98.94
	Fund 450 Sub Totals:	40,689.00	-24,903.64	-24,903.64	65,592.64	0.00		
Fund 500	Water/Wastewater							
Dept 500-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
500-000-2590-000	Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
500-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3306-000	Transfer fm ARPA	222,635.00	0.00	0.00	222,635.00	0.00	222,635.00	100.00
500-000-3353-000	Transfer fm Water -Rplcmt Rsrv	1,179,198.00	94,665.00	94,665.00	1,084,533.00	0.00	1,084,533.00	91.97
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	1,538,031.00	94,399.25	94,399.25	1,443,631.75	0.00	1,443,631.75	93.86
500-000-3362-000	Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	12,500.00	137,500.00	0.00	137,500.00	91.67
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	20,833.00	229,167.00	0.00	229,167.00	91.67
	R90 Sub Totals:	3,339,864.00	222,397.25	222,397.25	3,117,466.75	0.00	3,117,466.75	93.34
	Revenue Sub Totals:	3,339,864.00	222,397.25	222,397.25	3,117,466.75	0.00	3,117,466.75	93.34
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Rsrv	1,179,198.00	94,665.00	94,665.00	1,084,533.00	0.00	1,084,533.00	91.97
500-000-3261-000	Transfer to WW Rplcmt Reserve	1,538,031.00	94,399.25	94,399.25	1,443,631.75	0.00	1,443,631.75	93.86
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	12,500.00	137,500.00	0.00	137,500.00	91.67
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	20,833.00	229,167.00	0.00	229,167.00	91.67
500-000-3292-000	Transfer to other funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	3,117,229.00	222,397.25	222,397.25	2,894,831.75	0.00	2,894,831.75	92.87
	Expense Sub Totals:	3,117,229.00	222,397.25	222,397.25	2,894,831.75	0.00	2,894,831.75	92.87
	Dept 000 Sub Totals:	-222,635.00	0.00	0.00	-222,635.00	0.00		
Dept 500-212	2012 A&B COPs							
E50	DEBT SERVICE - INTEREST & FI							
500-212-5920-212	Interest Expense 2012A	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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	12,281.97	12,281.97	94,718.03	0.00	94,718.03	88.52
500-510-3530-510	Residential Trash Billing	606,240.00	58,175.95	58,175.95	548,064.05	0.00	548,064.05	90.40
500-510-3540-510	Service Application Fee	8,300.00	630.00	630.00	7,670.00	0.00	7,670.00	92.41
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	3,881,659.00	246,752.52	246,752.52	3,634,906.48	0.00	3,634,906.48	93.64
500-510-4792-510	Online Surcharge Fees	11,000.00	931.88	931.88	10,068.12	0.00	10,068.12	91.53
	R04 Sub Totals:	4,614,199.00	318,772.32	318,772.32	4,295,426.68	0.00	4,295,426.68	93.09
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	50,780.00	5,018.80	5,018.80	45,761.20	0.00	45,761.20	90.12
500-510-4700-510	Interest Earned-Water/WW	184,475.00	19,909.15	19,909.15	164,565.85	0.00	164,565.85	89.21
500-510-4760-510	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	235,255.00	24,927.95	24,927.95	210,327.05	0.00	210,327.05	89.40
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	234.74	234.74	-234.74	0.00	-234.74	0.00
	R07 Sub Totals:	0.00	234.74	234.74	-234.74	0.00	-234.74	0.00
	Revenue Sub Totals:	4,849,454.00	343,935.01	343,935.01	4,505,518.99	0.00	4,505,518.99	92.91

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	321,965.00	21,055.13	21,055.13	300,909.87	0.00	300,909.87	93.46
500-510-5020-510	Water Admin Overtime	3,000.00	521.57	521.57	2,478.43	0.00	2,478.43	82.61
500-510-5170-510	Water Admin Social Security	24,631.00	1,563.60	1,563.60	23,067.40	0.00	23,067.40	93.65
500-510-5180-510	Water Admin Retirement	19,318.00	1,300.42	1,300.42	18,017.58	0.00	18,017.58	93.27
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	50,666.00	3,660.16	3,660.16	47,005.84	0.00	47,005.84	92.78
500-510-5210-510	Water Admin Workers Comp.	14,103.00	0.00	0.00	14,103.00	0.00	14,103.00	100.00
500-510-5360-510	Water Admin Member/Train/Trvl	8,484.00	100.00	100.00	8,384.00	0.00	8,384.00	98.82
	E10 Sub Totals:	442,167.00	28,200.88	28,200.88	413,966.12	0.00	413,966.12	93.62
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	103,062.00	2,018.58	2,018.58	101,043.42	1,500.00	99,543.42	96.59
500-510-5270-510	Water Admin Credit Card Fees	41,000.00	6,684.75	6,684.75	34,315.25	0.00	34,315.25	83.70
500-510-5273-510	Collection Agency Charges	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
500-510-5300-510	Water Admin Insurance & Bonds	600.00	100.00	100.00	500.00	0.00	500.00	83.33
500-510-5330-510	Water Admin Equipment Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
500-510-5590-510	Water Admin General Supplies	64,952.00	741.94	741.94	64,210.06	0.00	64,210.06	98.86
500-510-5700-510	Water Admin Comp., Software	3,427.00	0.00	0.00	3,427.00	0.00	3,427.00	100.00
500-510-6260-510	Trash Service Paid	575,928.00	319.50	319.50	575,608.50	0.00	575,608.50	99.94
500-510-6350-510	Water Admin Phones	5,435.00	0.00	0.00	5,435.00	0.00	5,435.00	100.00
	E20 Sub Totals:	797,404.00	9,864.77	9,864.77	787,539.23	1,500.00	786,039.23	98.57
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:	1,244,571.00	38,065.65	38,065.65	1,206,505.35	1,500.00	1,205,005.35	96.82
	Dept 510 Sub Totals:	-3,604,883.00	-305,869.36	-305,869.36	-3,299,013.64	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	11,413.40	11,413.40	118,586.60	0.00	118,586.60	91.22
500-530-3610-531	Water Taps	58,000.00	2,375.00	2,375.00	55,625.00	0.00	55,625.00	95.91
	R04 Sub Totals:	188,000.00	13,788.40	13,788.40	174,211.60	0.00	174,211.60	92.67
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	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							
500-530-4800-530	D&M Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-4800-531	Meter Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	188,000.00	13,788.40	13,788.40	174,211.60	0.00	174,211.60	92.67
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	383,317.00	26,974.74	26,974.74	356,342.26	0.00	356,342.26	92.96
500-530-5010-531	Meter Read/Mtnce. Salaries	126,013.00	9,046.48	9,046.48	116,966.52	0.00	116,966.52	92.82
500-530-5020-530	Water Distribution Overtime	27,000.00	2,690.25	2,690.25	24,309.75	0.00	24,309.75	90.04
500-530-5020-531	Meter Reading Overtime	8,000.00	710.67	710.67	7,289.33	0.00	7,289.33	91.12
500-530-5030-531	Meter Program Part Time	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
500-530-5070-530	Availability Allowance	1,800.00	120.00	120.00	1,680.00	0.00	1,680.00	93.33
500-530-5070-531	Availability Allowance	1,080.00	75.00	75.00	1,005.00	0.00	1,005.00	93.06
500-530-5170-530	Water Distribution Soc'l Sec.	31,160.00	2,263.18	2,263.18	28,896.82	0.00	28,896.82	92.74
500-530-5170-531	Meter Program Social Security	11,247.00	745.97	745.97	10,501.03	0.00	10,501.03	93.37
500-530-5180-530	Water Distribution Retirement	24,440.00	1,340.08	1,340.08	23,099.92	0.00	23,099.92	94.52
500-530-5180-531	Meter Program Retirement	7,921.00	593.23	593.23	7,327.77	0.00	7,327.77	92.51
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.	70,153.00	5,202.08	5,202.08	64,950.92	0.00	64,950.92	92.58
500-530-5190-531	Meter Prog Health Insurance	23,385.00	1,950.78	1,950.78	21,434.22	0.00	21,434.22	91.66
500-530-5210-530	Water Distribution Work Comp	17,841.00	0.00	0.00	17,841.00	0.00	17,841.00	100.00
500-530-5210-531	Meter Program Workers Comp.	6,440.00	0.00	0.00	6,440.00	0.00	6,440.00	100.00
500-530-5360-530	Water Distrib. Mem/Train/Trvl	7,000.00	950.00	950.00	6,050.00	0.00	6,050.00	86.43
500-530-5380-530	Water Distribution Uniforms	5,895.00	1,330.32	1,330.32	4,564.68	0.00	4,564.68	77.43
500-530-5380-531	Meter Program Uniforms	1,875.00	387.16	387.16	1,487.84	0.00	1,487.84	79.35
	E10 Sub Totals:	809,567.00	54,379.94	54,379.94	755,187.06	0.00	755,187.06	93.28
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	35,120.00	391.16	391.16	34,728.84	0.00	34,728.84	98.89
500-530-5300-530	Water Distribution Ins & Bonds	16,131.00	0.00	0.00	16,131.00	0.00	16,131.00	100.00
500-530-5300-531	Meter Program Insurance & Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5320-530	Water Distrib. Facility Maint	108,000.00	0.00	0.00	108,000.00	29,393.00	78,607.00	72.78
500-530-5330-530	Water Distribution Equip Maint	43,260.00	1,660.81	1,660.81	41,599.19	0.00	41,599.19	96.16
500-530-5330-531	Meter Program Equipment Maint.	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
500-530-5530-530	Water Distribution Fuels	36,750.00	1,944.22	1,944.22	34,805.78	0.00	34,805.78	94.71

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	443.52	443.52	6,906.48	0.00	6,906.48	93.97
500-530-5590-530	Water Distrib. Gen Supplies	4,200.00	247.73	247.73	3,952.27	0.00	3,952.27	94.10
500-530-5590-531	Meter Program General Supplies	1,575.00	213.12	213.12	1,361.88	0.00	1,361.88	86.47
500-530-5620-530	Water Distribution Line Repair	110,000.00	11,666.07	11,666.07	98,333.93	10,105.02	88,228.91	80.21
500-530-5650-531	Meter Program Meter Sets	75,715.00	0.00	0.00	75,715.00	20,715.00	55,000.00	72.64
500-530-5700-530	Water Distrib. Comp., Software	2,922.00	0.00	0.00	2,922.00	0.00	2,922.00	100.00
500-530-5700-531	Meter Reading Comp/Software	2,259.00	0.00	0.00	2,259.00	0.00	2,259.00	100.00
500-530-6300-530	Water Distribution Electricity	6,300.00	0.00	0.00	6,300.00	0.00	6,300.00	100.00
500-530-6310-530	Water Distrib. Heating Fuels	2,100.00	0.00	0.00	2,100.00	0.00	2,100.00	100.00
500-530-6350-530	Water Dist Telephones	5,900.00	261.60	261.60	5,638.40	0.00	5,638.40	95.57
500-530-6390-530	Water Distribution Minor Equip	6,300.00	0.00	0.00	6,300.00	1,014.75	5,285.25	83.89
	E20 Sub Totals:	478,882.00	16,828.23	16,828.23	462,053.77	61,227.77	400,826.00	83.70
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	85,000.00	60,273.00	60,273.00	24,727.00	0.00	24,727.00	29.09
500-530-5790-530	Water Dist Capital Purchases	1,290,324.00	0.00	0.00	1,290,324.00	8,015.42	1,282,308.58	99.38
500-530-5790-531	Meter Program Capital Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-6380-530	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-8200-530	PW Facility-Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	1,375,324.00	60,273.00	60,273.00	1,315,051.00	8,015.42	1,307,035.58	95.03
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:	2,883,773.00	131,481.17	131,481.17	2,752,291.83	69,243.19	2,683,048.64	93.04
	Dept 530 Sub Totals:	2,695,773.00	117,692.77	117,692.77	2,578,080.23	69,243.19		
Dept 500-610								
R03	INTER-GOVERNMENTAL							
500-610-4200-520	Grant Revenue	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00
500-610-4205-610	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	132,000.00	0.00	0.00	132,000.00	0.00	132,000.00	100.00
R04	CHARGES FOR SERVICES							
500-610-3520-610	Pretreatment/Surcharge WW	82,000.00	6,908.95	6,908.95	75,091.05	0.00	75,091.05	91.57
500-610-3590-610	Billings to Customers WW	3,589,021.00	212,119.89	212,119.89	3,376,901.11	0.00	3,376,901.11	94.09
500-610-3610-610	Sewer Saddle Charges	3,000.00	400.00	400.00	2,600.00	0.00	2,600.00	86.67
	R04 Sub Totals:	3,674,021.00	219,428.84	219,428.84	3,454,592.16	0.00	3,454,592.16	94.03
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	0.00	0.00	0.00	0.00	0.00
500-610-4820-610	Wastewater Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
500-610-4800-520	Filtration Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4800-610	Wastewater Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	3,806,021.00	219,428.84	219,428.84	3,586,592.16	0.00	3,586,592.16	94.23
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	808.34	8,891.66	0.00	8,891.66	91.67
500-610-5260-520	Water Plant Prof. Services	17,150.00	225.00	225.00	16,925.00	9,918.00	7,007.00	40.86
500-610-5260-610	Wastewater Prof. Services	33,766.00	2,047.72	2,047.72	31,718.28	378.30	31,339.98	92.82
500-610-5300-520	Water Plant Insurance & Bonds	76,262.00	0.00	0.00	76,262.00	0.00	76,262.00	100.00
500-610-5300-610	Wastewater Insurance & Bonds	68,831.00	0.00	0.00	68,831.00	0.00	68,831.00	100.00
500-610-5320-520	Water Plant Facility Maint.	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
500-610-5320-610	Wastewater Facility Maint.	15,000.00	0.00	0.00	15,000.00	9,750.00	5,250.00	35.00
500-610-5330-520	Water Plant Equipment Maint.	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
500-610-5330-610	Wastewater Equipment Maint.	70,000.00	0.00	0.00	70,000.00	1,214.64	68,785.36	98.26
500-610-5530-520	Water Plant Fuels/Lubricants	1,300.00	91.16	91.16	1,208.84	0.00	1,208.84	92.99
500-610-5530-610	Wastewater Fuels/Lubricants	23,352.00	1,153.11	1,153.11	22,198.89	0.00	22,198.89	95.06
500-610-5590-520	Water Plant General Supplies	200.00	0.00	0.00	200.00	0.00	200.00	100.00
500-610-5590-610	Wastewater General Supplies	525.00	0.00	0.00	525.00	0.00	525.00	100.00
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	210.00	0.00	0.00	210.00	0.00	210.00	100.00
500-610-5700-610	Wastewater Comp., Software	506.00	0.00	0.00	506.00	0.00	506.00	100.00
500-610-5800-520	Alliance Contract	301,085.00	23,599.11	23,599.11	277,485.89	0.00	277,485.89	92.16
500-610-5800-610	Alliance Contract	945,327.00	79,005.73	79,005.73	866,321.27	0.00	866,321.27	91.64
500-610-6300-520	Filtration Electricity	346,000.00	0.00	0.00	346,000.00	0.00	346,000.00	100.00
500-610-6300-610	Wastewater Electricity	259,109.00	0.00	0.00	259,109.00	0.00	259,109.00	100.00
500-610-6310-520	Filtration Heating Fuels	9,900.00	0.00	0.00	9,900.00	0.00	9,900.00	100.00
500-610-6310-610	Wastewater Heating Fuels	7,350.00	0.00	0.00	7,350.00	0.00	7,350.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-6350-520	Filtration Phones	8,750.00	350.76	350.76	8,399.24	0.00	8,399.24	95.99
500-610-6350-610	Wastewater Phones	5,788.00	27.68	27.68	5,760.32	0.00	5,760.32	99.52
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,228,111.00	107,308.61	107,308.61	2,120,802.39	21,260.94	2,099,541.45	94.23
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	90,000.00	87,600.00	87,600.00	2,400.00	0.00	2,400.00	2.67
500-610-5790-520	Filtration Capital- Other	324,000.00	0.00	0.00	324,000.00	15,837.00	308,163.00	95.11
500-610-5790-610	WW Capital Equipment	259,000.00	0.00	0.00	259,000.00	0.00	259,000.00	100.00
500-610-5810-619	WW Line Capital Improvemnt	1,599,078.00	0.00	0.00	1,599,078.00	144,896.44	1,454,181.56	90.94
	E30 Sub Totals:	2,272,078.00	87,600.00	87,600.00	2,184,478.00	160,733.44	2,023,744.56	89.07
	Expense Sub Totals:	5,100,189.00	194,908.61	194,908.61	4,905,280.39	181,994.38	4,723,286.01	92.61
	Dept 610 Sub Totals:	1,294,168.00	-24,520.23	-24,520.23	1,318,688.23	181,994.38		
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	27,720.00	0.00	0.00	27,720.00	0.00	27,720.00	100.00
500-640-5920-648	2011 Water Imprpm Interest Exp.	66,977.00	0.00	0.00	66,977.00	0.00	66,977.00	100.00
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	9,179.00	0.00	0.00	9,179.00	0.00	9,179.00	100.00
500-640-5930-648	2011 Water Impr. Adm Fees	22,178.00	0.00	0.00	22,178.00	0.00	22,178.00	100.00
	E50 Sub Totals:	126,054.00	0.00	0.00	126,054.00	0.00	126,054.00	100.00
	Expense Sub Totals:	126,054.00	0.00	0.00	126,054.00	0.00	126,054.00	100.00
	Dept 640 Sub Totals:	126,054.00	0.00	0.00	126,054.00	0.00		
	Fund Revenue Sub Totals:	12,183,339.00	799,549.50	799,549.50	11,383,789.50	0.00	11,383,789.50	93.44

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	0.00	2,700.00	0.00	2,700.00	100.00
700-700-4700-700		Int. Earned-Abbott Brothers Fd	1,449.00	161.16	161.16	1,287.84	0.00	1,287.84	88.88
		R06 Sub Totals:	4,149.00	161.16	161.16	3,987.84	0.00	3,987.84	96.12
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	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:	4,149.00	161.16	161.16	3,987.84	0.00	3,987.84	96.12
E20		OPERATING COSTS							
700-700-5300-700		Insurance and Bonds	653.00	0.00	0.00	653.00	0.00	653.00	100.00
700-700-5440-700		Real Estate Taxes	158.00	0.00	0.00	158.00	0.00	158.00	100.00
		E20 Sub Totals:	811.00	0.00	0.00	811.00	0.00	811.00	100.00
		Expense Sub Totals:	811.00	0.00	0.00	811.00	0.00	811.00	100.00
		Dept 700 Sub Totals:	-3,338.00	-161.16	-161.16	-3,176.84	0.00		
		Fund Revenue Sub Totals:	4,149.00	161.16	161.16	3,987.84	0.00	3,987.84	96.12
		Fund Expense Sub Totals:	811.00	0.00	0.00	811.00	0.00	811.00	100.00
		Fund 700 Sub Totals:	-3,338.00	-161.16	-161.16	-3,176.84	0.00		
Fund 710		Morse Park Trust							
Dept 710-710		REVENUE FROM USE OF ASSET							
R06		Interest Earned-Morse Park Fd	113.00	11.97	11.97	101.03	0.00	101.03	89.41
710-710-4700-710		R06 Sub Totals:	113.00	11.97	11.97	101.03	0.00	101.03	89.41
		Revenue Sub Totals:	113.00	11.97	11.97	101.03	0.00	101.03	89.41
		Dept 710 Sub Totals:	-113.00	-11.97	-11.97	-101.03	0.00		
		Fund Revenue Sub Totals:	113.00	11.97	11.97	101.03	0.00	101.03	89.41
		Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Fund 710 Sub Totals:	-113.00	-11.97	-11.97	-101.03	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	471.67	5,188.33	0.00	5,188.33	91.67
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	229,500.00	0.00	0.00	229,500.00	0.00	229,500.00	100.00
	E90 Sub Totals:	235,160.00	471.67	471.67	234,688.33	0.00	234,688.33	99.80
	Expense Sub Totals:	235,160.00	471.67	471.67	234,688.33	0.00	234,688.33	99.80
	Dept 000 Sub Totals:	235,160.00	471.67	471.67	234,688.33	0.00		
Dept 800-800	Street Dept							
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	1,018,758.00	101,835.07	101,835.07	916,922.93	0.00	916,922.93	90.00
800-800-4090-800	Vehicle Sales Tax	87,550.00	11,177.48	11,177.48	76,372.52	0.00	76,372.52	87.23
800-800-4130-800	Sanitation Enforcement	15,800.00	0.00	0.00	15,800.00	0.00	15,800.00	100.00
800-800-4280-800	Gasoline Tax	321,331.00	45,050.87	45,050.87	276,280.13	0.00	276,280.13	85.98
	R01 Sub Totals:	1,443,439.00	158,063.42	158,063.42	1,285,375.58	0.00	1,285,375.58	89.05
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	55,085.00	4,159.30	4,159.30	50,925.70	0.00	50,925.70	92.45
	R02 Sub Totals:	55,085.00	4,159.30	4,159.30	50,925.70	0.00	50,925.70	92.45
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	70,321.00	6,367.24	6,367.24	63,953.76	0.00	63,953.76	90.95
800-800-4820-800	Street Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	70,321.00	6,367.24	6,367.24	63,953.76	0.00	63,953.76	90.95
R07	OTHER INCOME							
800-800-4800-800	Street Department Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	1,568,845.00	168,589.96	168,589.96	1,400,255.04	0.00	1,400,255.04	89.25
E10	PERSONNEL							
800-800-5010-800	Street Salaries	415,718.00	28,078.28	28,078.28	387,639.72	0.00	387,639.72	93.25
800-800-5020-800	Street Overtime	18,000.00	2,173.99	2,173.99	15,826.01	0.00	15,826.01	87.92
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	120.00	1,320.00	0.00	1,320.00	91.67
800-800-5170-800	Street Social Security	33,945.00	2,263.23	2,263.23	31,681.77	0.00	31,681.77	93.33
800-800-5180-800	Street Retirement	25,904.00	1,633.75	1,633.75	24,270.25	0.00	24,270.25	93.69
800-800-5190-800	Street Health Insurance	70,153.00	5,285.80	5,285.80	64,867.20	0.00	64,867.20	92.47
800-800-5210-800	Street Workers Compensation	19,435.00	0.00	0.00	19,435.00	0.00	19,435.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-5360-800	Street Member/Training/Travel	2,300.00	0.00	0.00	2,300.00	0.00	2,300.00	100.00
800-800-5380-800	Street Uniforms	5,240.00	656.77	656.77	4,583.23	0.00	4,583.23	87.47
	E10 Sub Totals:	604,135.00	40,211.82	40,211.82	563,923.18	0.00	563,923.18	93.34
E20	OPERATING COSTS							
800-800-5260-360	Street TIF Professional Srvc	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-800-5260-800	Street Professional Services	31,367.00	539.50	539.50	30,827.50	0.00	30,827.50	98.28
800-800-5300-800	Street Insurance & Bonds	8,217.00	0.00	0.00	8,217.00	0.00	8,217.00	100.00
800-800-5320-800	Street Facility Maintenance	10,000.00	0.00	0.00	10,000.00	1,343.00	8,657.00	86.57
800-800-5330-800	Street Equipment Maintenance	52,500.00	1,173.44	1,173.44	51,326.56	0.00	51,326.56	97.76
800-800-5530-800	Street Fuels/Lubricants	42,000.00	2,542.12	2,542.12	39,457.88	0.00	39,457.88	93.95
800-800-5580-800	Street Maintenance Materials	80,000.00	5,288.62	5,288.62	74,711.38	0.00	74,711.38	93.39
800-800-5590-800	Street General Supplies	3,675.00	252.89	252.89	3,422.11	0.00	3,422.11	93.12
800-800-5600-800	Street Signs and Markings	31,500.00	0.00	0.00	31,500.00	5,205.62	26,294.38	83.47
800-800-5700-800	Street Computers, Software	3,578.00	0.00	0.00	3,578.00	0.00	3,578.00	100.00
800-800-6300-800	Street Electricity	19,700.00	0.00	0.00	19,700.00	0.00	19,700.00	100.00
800-800-6310-800	Street Heating Fuels	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
800-800-6340-800	Street Lights	164,877.00	0.00	0.00	164,877.00	0.00	164,877.00	100.00
800-800-6350-800	Street Phones	5,564.00	192.75	192.75	5,371.25	0.00	5,371.25	96.54
800-800-6390-800	Street Minor Equipment	4,725.00	0.00	0.00	4,725.00	1,014.75	3,710.25	78.52
	E20 Sub Totals:	460,703.00	9,989.32	9,989.32	450,713.68	7,563.37	443,150.31	96.19
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
800-800-6380-800	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
	Expense Sub Totals:	1,664,838.00	50,201.14	50,201.14	1,614,636.86	7,563.37	1,607,073.49	96.53
	Dept 800 Sub Totals:	95,993.00	-118,388.82	-118,388.82	214,381.82	7,563.37		
	Fund Revenue Sub Totals:	1,568,845.00	168,589.96	168,589.96	1,400,255.04	0.00	1,400,255.04	89.25
	Fund Expense Sub Totals:	1,899,998.00	50,672.81	50,672.81	1,849,325.19	7,563.37	1,841,761.82	96.93
	Fund 800 Sub Totals:	331,153.00	-117,917.15	-117,917.15	449,070.15	7,563.37		
Fund 833	Transportation Development							
Dept 833-833								
R03	INTER-GOVERNMENTAL							
833-833-4851-833	TDD Road Mtce Agreement	24,025.00	0.00	0.00	24,025.00	0.00	24,025.00	100.00
	R03 Sub Totals:	24,025.00	0.00	0.00	24,025.00	0.00	24,025.00	100.00

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	1.47	1.47	-1.47	0.00	-1.47	0.00
	R06 Sub Totals:	0.00	1.47	1.47	-1.47	0.00	-1.47	0.00
	Revenue Sub Totals:	24,025.00	1.47	1.47	24,023.53	0.00	24,023.53	99.99
E20	OPERATING COSTS							
833-833-5320-833	TDD Street Maintenance	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 833 Sub Totals:	-24,025.00	-1.47	-1.47	-24,023.53	0.00		
	Fund Revenue Sub Totals:	24,025.00	1.47	1.47	24,023.53	0.00	24,023.53	99.99
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 833 Sub Totals:	-24,025.00	-1.47	-1.47	-24,023.53	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	239,604.00	0.00	0.00	239,604.00	0.00	239,604.00	100.00
	E90 Sub Totals:	239,604.00	0.00	0.00	239,604.00	0.00	239,604.00	100.00
	Expense Sub Totals:	239,604.00	0.00	0.00	239,604.00	0.00	239,604.00	100.00
	Dept 000 Sub Totals:	239,604.00	0.00	0.00	239,604.00	0.00		
Dept 900-900								
R01	TAXES							
900-900-4030-900	Street/Bridge Sales Tax	339,502.00	33,944.94	33,944.94	305,557.06	0.00	305,557.06	90.00
	R01 Sub Totals:	339,502.00	33,944.94	33,944.94	305,557.06	0.00	305,557.06	90.00
R06	REVENUE FROM USE OF ASSET							
900-900-4700-900	Interest Earned-Street Bridge	20,000.00	3,393.63	3,393.63	16,606.37	0.00	16,606.37	83.03

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30 900-900-5800-900	R06 Sub Totals:	20,000.00	3,393.63	3,393.63	16,606.37	0.00	16,606.37	83.03
	Revenue Sub Totals:	359,502.00	37,338.57	37,338.57	322,163.43	0.00	322,163.43	89.61
	CAPITAL OUTLAY Street/Bridge Contract	1,000,000.00	0.00	0.00	1,000,000.00	108,661.28	891,338.72	89.13
	E30 Sub Totals:	1,000,000.00	0.00	0.00	1,000,000.00	108,661.28	891,338.72	89.13
	Expense Sub Totals:	1,000,000.00	0.00	0.00	1,000,000.00	108,661.28	891,338.72	89.13
	Dept 900 Sub Totals:	640,498.00	-37,338.57	-37,338.57	677,836.57	108,661.28		
	Fund Revenue Sub Totals:	359,502.00	37,338.57	37,338.57	322,163.43	0.00	322,163.43	89.61
	Fund Expense Sub Totals:	1,239,604.00	0.00	0.00	1,239,604.00	108,661.28	1,130,942.72	91.23
	Fund 900 Sub Totals:	880,102.00	-37,338.57	-37,338.57	917,440.57	108,661.28		
	Revenue Totals:	51,074,261.00	3,436,004.19	3,436,004.19	47,638,256.81	0.00	47,638,256.81	93.27
	Expense Totals:	54,016,888.00	1,793,338.55	1,793,338.55	52,223,549.45	3,068,277.88	49,155,271.57	91.00
	Report Totals:	2,942,627.00	-1,642,665.64	-1,642,665.64	4,585,292.64	3,068,277.88		

General Ledger

Fund Balance

31-Oct-24

		FY2025			
Sort Level	Description	Fund Balance Beg Bal	Revenue End Bal	Expense End Bal	Total End Bal
100	General Fund	9,905,280.85	\$ 764,435.75	\$ 589,571.93	\$ 10,080,144.67
120	Police Grants	10,338.47	\$ -	\$ -	\$ 10,338.47
124	Shop With a Cop	3,850.85	\$ 5,102.66	\$ -	\$ 8,953.51
130	Fire Sales Tax	603,538.11	\$ 202,454.73	\$ 128,139.89	\$ 677,852.95
170	Drainage Sales Tax	1,399,634.46	\$ 79,095.23	\$ 215,017.10	\$ 1,263,712.59
175	Senior Center Sales Tax	234,238.89	\$ 17,391.06	\$ 1,429.82	\$ 250,200.13
180	Parks Sales Tax	690,071.29	\$ 73,008.32	\$ 31,967.52	\$ 731,112.09
195	Auditorium Sales Tax	1,132,454.26	\$ 55,882.99	\$ 3,718.58	\$ 1,184,618.67
212	2012 A&B	-	\$ -	\$ -	\$ -
213	2013 Series Spc Obl Bond	-	\$ -	\$ -	\$ -
214	2014 A&B Series	-	\$ -	\$ -	\$ -
216	2016 Series COPs	314,375.99	\$ 24,931.17	\$ 24,931.17	\$ 314,375.99
221	2021 Special Obligation Bonds	2,316.02	\$ 0.69	\$ -	\$ 2,316.71
290	Employee Insurance	26,646.66	\$ 68,498.40	\$ 67,523.09	\$ 27,621.97
300	Economic Development Sales Tax	154,516.19	\$ 461,858.06	\$ 448,137.96	\$ 168,236.29
310	Hotel/Motel Tax	293,042.49	\$ 14,922.51	\$ 13,239.00	\$ 294,726.00
450	Golf Course	573,079.82	\$ 67,439.20	\$ 59,609.72	\$ 580,909.30
500	Water/Wastewater	19,125,194.35	\$ 550,517.24	\$ 274,230.07	\$ 19,401,481.52
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	\$ -	\$ 200.00
700	Abbott Brothers Trust	44,971.36	\$ 13.37	\$ -	\$ 44,984.73
710	Morse Park Trust	3,666.12	\$ 1.09	\$ -	\$ 3,667.21
800	Street Department Sales Tax	2,291,569.81	\$ 173,298.12	\$ 175,128.59	\$ 2,289,739.34
833	TDD Maintenance	116,936.43	\$ 34.76	\$ -	\$ 116,971.19
900	Street/Bridge Sales Tax	929,399.98	\$ 34,916.34	\$ -	\$ 964,316.32
Grand Total		\$ 37,910,823.64	\$ 2,593,901.69	\$ (2,032,644.44)	\$ 38,472,080.89

City of Neosho
Bank Reconciliation - Investment Account
October 31, 2024

Bank:

Bank Balance	\$ 24,612,978.53
Credit Cards Online Deposit outstanding	2,167.00
Credit Cards Deposit outstanding	3,972.17
Deposit Outstanding	6,658.81
Reconciled Bank Balance	<u>\$ 24,625,776.51</u>

Book:

100-000-1200-000	General Fund Investment Acct	\$ 7,206,506.32
100-000-1202-000	Public Safety Sales Tax	\$ 1,669,816.09
100-000-1203-000	Cleaning Deposit Investmt Acct	\$ 2,362.98
100-000-1204-000	I.O.O.F. Trust	\$ 177,391.24
100-000-1215-000	ARPA Investment Account	\$ 525,294.32
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	\$ (332,391.71)
120-000-1200-000	Law Enforcement Investmnt Acct	\$ 8,028.51
124-000-1200-000	Shop With a Cop Investmnt Acct	\$ 3,688.40
124-000-1202-000	Halloween Bash Investment Acct	\$ 791.56
126-000-1200-000	D.A.R.E. Investment Account	\$ -
130-000-1200-000	Fire Dept Investment Account	\$ 698,563.93
170-000-1200-000	Drainage Investment Account	\$ 2,304,753.76
170-000-1204-000	Project Grant - Lime Kiln Dam	\$ 28,448.81
175-000-1200-000	Senior Center Investment Acct	\$ 293,922.89
175-000-1208-000	Senior Center Maintenance Reserve	\$ -
180-000-1200-000	Parks Investment Account	\$ 606,918.43
180-000-1205-000	SkatePark Donations	\$ -
180-000-1206-000	Park Fund Investmnt Acct	\$ -
195-000-1200-000	Auditorium Investment Account	\$ 1,108,830.91
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	\$ -
221-000-1200-000	2021 Series Investment Account	\$ 1,747.62
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	\$ (3,825.21)
300-000-1200-000	Economic Devel Investment Acct	\$ 246,418.23
310-000-1200-000	Hotel/Motel Investment Account	\$ 341,621.08
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	\$ 100,052.49
450-000-1205-000	Golf Course Advertising	\$ 12,709.69
450-000-1209-000	Golf Course Replacement Reserve	\$ 84,944.55
500-000-1200-000	Water/WW Investment Acct	\$ 943,817.63
500-000-1206-000	Slip Lining Reserve	\$ 173,424.75
500-000-1207-000	Invest Acct Meter Deposit	\$ 70,536.54
500-000-1208-000	Main Replacement	\$ 1,020,821.00
500-000-1209-000	Meter Replacement Reserve	\$ 507,411.35
500-000-1210-000	Wastewater Rplcmt Reserve	\$ 1,461,316.11
500-000-1214-000	Water Replacement Reserve	\$ 2,136,288.33
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	\$ 51,187.49
710-000-1200-000	Morse Park Fund Investmnt Acct	\$ 3,801.13
800-000-1200-000	Street Fund Investment Account	\$ 2,022,334.03
833-000-1200-000	TDD Maintenance	\$ 465.73
900-000-1200-000	Street/Bridge Fd Investmt Acct	\$ 1,077,869.18
		<u>24,625,908.01</u>

Reconciling Items to be JE'd:

Interest Earned	
Interest transferred from Sweep to Investment	(4.87)
Interest trasnfeered from Court to Investment	(126.63)

\$ 24,625,776.51
\$ -

City of Neosho
Bank Reconciliation - Master Account
October 31, 2024

Bank:

Bank Balance	\$	973,618.10
O/S Springbrook Checks		(720,166.00)

Reconciled Bank Balance	\$	253,452.10
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Book:

Description

100-000-1000-000	General Fund Master Account	\$	62,947.55
120-000-1000-000	Law Enforcement Master Account	\$	-
124-000-1000-000	Shop With a Cop Master Account	\$	-
126-000-1000-000	D.A.R.E Master Account	\$	-
130-000-1000-000	Fire Dept Master Account	\$	-
170-000-1000-000	Drainage Master Account	\$	-
175-000-1000-000	Senior Center Master Account	\$	-
180-000-1000-000	Parks Master Account	\$	-
195-000-1000-000	Auditorium Master Account	\$	-
205-000-1000-000	Payroll Master Account	\$	190,504.55
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	\$	-
		\$	253,452.10

Reconciling Items to be JE'd:

Reconciled Book Balance	\$	253,452.10
	\$	-

City of Neosho
Bank Reconciliation - Sweep Account
October 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
	\$ -

**Neosho Missouri
FY2024
1% Sales Tax**

	Actual Receipts										Monthly				
	2018	2019	2020	2021	2022	2023	2024	5-year average	% of total by month	2025	Prior Year Variance	2025 Budget spread by monthly %	2025 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	289,445.33	266,938.49	0.0828	282,249.34	-2.49%	\$ 256,135.83	26,113.51	10.20%	
November	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	227,041.28	0.0704	291,875.42	17.61%	\$ 217,853.21	74,022.21	33.98%	
December	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	290,484.04	0.0901			\$ 278,728.53			
January	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	250,554.19	0.0777			\$ 240,414.59			
February	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90	261,000.74	0.0810			\$ 250,438.37			
March	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71	265,450.20	0.0824			\$ 254,707.77			
April	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99	251,359.48	0.0780			\$ 241,187.29			
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49	244,649.95	0.0759			\$ 234,749.28			
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29	298,307.84	0.0926			\$ 286,235.70			
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40	292,927.45	0.0909			\$ 281,073.05			
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20	272,445.40	0.0845			\$ 261,419.88			
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30	301,715.55	0.0936			\$ 289,505.51			
	\$ 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	\$ 3,222,874.62	100.00%	\$ 574,124.76		\$ 3,092,449.00			
YTD Variance	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%			6.79%		\$ 3,092,449.00	21.13%		
												Budget YTD ↑			
												-81.43%			
												YTD Budg Var ↑			

Neosho Missouri
 FY2024
 1% Sales Tax

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	% Over/(Under) Prior Year	2025 Budget/12 Mo.	% Over/(Under) 2025 Budget
October	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	282,249.34	-2.49%	257,704.08	9.52%
November	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	291,875.42	17.61%	257,704.08	13.26%
December	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			257,704.08	
January	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			257,704.08	
February	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			257,704.08	
March	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			257,704.08	
April	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			257,704.08	
May	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			257,704.08	
June	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			257,704.08	
July	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			257,704.08	
August	147,130.97	166,229.06	186,845.06	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20			257,704.08	
September	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			257,704.08	
	\$ 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	\$ 574,124.76		\$ 3,092,449.00	-81.43%
YTD Variance	10.68%	2.02%	-1.68%	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%	6.79%			

Neosho Missouri
FY2024
1/2% Public Safety Sales Tax

	Receipts 2021	Receipts 2022	Receipts 2023	Receipts 2024	Receipts 2025	% Over/(Under) Prior Year	2025 Budget/12 Mo.	% Over/(Under) 2025 Budget
October	-	128,640.50	150,673.37	134,535.71	135,651.77	0.83%	128,852.08	5.28%
November	7,491.76	110,632.28	131,040.90	118,733.54	136,331.36	14.82%	128,852.08	5.80%
December	100,134.22	153,574.02	145,852.28	154,253.84	-		128,852.08	
January	108,995.23	114,107.06	139,322.03	138,587.69	-		128,852.08	
February	107,444.28	139,564.14	141,190.18	148,123.60	-		128,852.08	
March	131,322.49	118,450.88	137,180.76	127,754.42	-		128,852.08	
April	104,230.71	134,424.40	136,240.22	117,341.73	-		128,852.08	
May	117,689.02	108,276.43	117,587.34	137,650.78	-		128,852.08	
June	146,068.03	159,824.52	152,586.80	139,505.99	-		128,852.08	
July	136,400.20	141,861.49	146,668.42	138,845.19	-		128,852.08	
August	116,259.78	143,452.74	145,399.16	130,894.40	-		128,852.08	
September	138,586.81	151,978.14	150,701.09	144,128.44	-		128,852.08	
	<u>\$ 1,214,622.53</u>	<u>\$ 1,604,786.60</u>	<u>\$ 1,694,442.55</u>	<u>\$ 1,630,355.33</u>	<u>\$ 271,983.13</u>		<u>\$ 1,546,225.00</u>	
YTD Variance	100.00%	32.12%	5.59%	-3.78%	7.39%			

City of Neosho
FY2024
Unaccounted for Water

<u>Month</u>	<u>Pumped</u>	<u>City Usage</u>	<u>Billed</u>	<u>Flushed and leaks</u>	<u>Loss</u>	<u>Water Loss %</u>	<u>Public Works</u>
October	102,686,027	3,906,775	34,496,300	6,756,952	(57,526,000)	56.02%	0.59
	<u>102,686,027</u>	<u>3,906,775</u>	<u>34,496,300</u>	<u>6,756,952</u>	<u>(57,526,000)</u>		
Billed	(34,496,300)						
Flushed/leaks	(6,756,952)						
City Usage	<u>(3,906,775)</u>						
Unaccounted for Gallons	57,526,000						
FY25 Unaccounted for Water	<u>56.02%</u>						
2024	<u>52.10%</u>						
2023	<u>53.49%</u>						
2022	<u>59.12%</u>						
2021	<u>61.43%</u>						
2020	<u>63.01%</u>						
2019	<u>61.52%</u>						
2018	<u>63.76%</u>						
2017	<u>61.48%</u>					58.73*	
2016	<u>57.51%</u>						
2015	<u>59.55%</u>						
2014	<u>57.26%</u>						
2013	<u>62.00%</u>						
2012	<u>60.00%</u>						
2011	<u>54.00%</u>						

* The Auditors had an error in their formula. It was reported as 61.48 but it should have been reported as 58.73