

**WAYNESVILLE CITY COUNCIL  
MEETING AGENDA  
NOVEMBER 18, 2021  
5:00P.M.**

**Call to Order  
Roll Call**

**1. CLOSED SESSION: For discussion concerning items in RSMo. 610(1) Legal.**

**Invocation  
Pledge of Allegiance**

**2. PUBLIC HEARING** – Regarding the Annexation of Certain Property located along Swedeborg Rd.

- a. Citizens Comments
- b. Council Comments

**2. CONSENT AGENDA**

(All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.)

- a. Approval of the Agenda
- b. Approval of the Minutes
  - i. **October 21, 2021**
- c. Approval of Bills

**3. CITIZENS COMMENTS**

**4. SPECIAL GUESTS – PRESENTATIONS**

- a. **Business Spotlight** – The Blue Bee
- b. **Special Guest** – Dorsey Newcomb – Sustainable Ozarks Partnership

**5. BOARD – COMMISSION – LIAISON REPORTS**

- a. **Park Board – Chairman Militti**
  - i. No Meeting Held
- b. **Planning and Zoning – City Administrator John Doyle**
  - i. Report on November 9<sup>th</sup>, Meeting
  - ii. **PROPOSED ORDINANCE** – HB2021-48 – Approving Annexation of Certain Property located on Swedeborg Rd
  - ii. **PROPOSED RESOLUTION** - 2021-12 - Approving Preliminary Plat for Phase 1A of Pinnacle at The Summit
  - iii. **PROPOSED ORDINANCE** - HB2021-62 – Approving the Final Plat of Phase 1A of Pinnacle at The Summit
  - iv. **PROPOSED RESOLUTION** - 2021-13 - Approving Preliminary Plat for Phase 2 of Pinnacle at The Summit

- iii. **PROPOSED ORDINANCE** - HB2021-63 – Approving the Final Plat of Phase 2 of Pinnacle at The Summit
- vii. **PROPOSED ORDINANCE** – HB2021-64 – Approving Rezoning of Property Located on Hwy F from C1 to R1.

## **6. STANDING COMMITTEE REPORTS**

### **a. Utility – Councilman Conley**

- i. Report on November 3<sup>rd</sup>, Meeting
- ii. **PROPOSED ORDINANCE** – HB2021-58 – Solar Farm Agreement

### **b. Finance and Human Resources Committee – Councilman Koren**

- i. Report on November 2<sup>nd</sup>, Meeting
- ii. **PROPOSED ORDINANCE** – HB2021-40 – Authorizing the City to Join MIRMA Health for Employee Group Coverage
- iii. **PROPOSED ORDINANCE** – HB2021-57 – Approving Salary Schedule and Personnel Manning Chart
- iv. **PROPOSED ORDINANCE** – HB2021-59 – Approving Amendment to 2021 Budget
- v. **PROPOSED ORDINANCE** – HB2021-60 – Approving 2022 Budget

### **c. Roads and Grounds – Councilman Farnham**

- i. No meeting held.

### **d. Police Committee – Councilman Wilson**

- i. Report on November 4<sup>th</sup>, Meeting
- ii. **PROPOSED ORDINANCE** – HB2021-45 – Authorizing the Mayor to Enter in to an Agreement with the City of Saint Robert for Fire Protection Services
- iii. **PROPOSED ORDINANCE** – HB2021-61 – Approving Amendment to 911 Communications Agreement

### **e. Economic Development & Governmental Affairs Committee – Councilman Farnham**

- i. Report on November 2<sup>nd</sup>, Meeting

### **f. Waynesville/St. Robert Joint Airport Board – Councilman Liberty**

- i. Report on October 25<sup>th</sup>, Meeting
- ii. **PROPOSED ORDINANCE** – HB2021-65 - Approving Supplemental Agreement of Airport Aid Agreement with MHTC and the City of Saint Robert.

## **7. OTHER BUSINESS**

- a. **PROPOSED RESOLUTION** – Appointing Certain Members to the Westgate Community Improvement District Board

## **8. CITY ADMINISTRATOR REPORT**

## **9. COUNCIL COMMENTS**

## **10. MAYOR’S COMMENTS**

## **11. ADJOURNMENT**

**WAYNESVILLE CITY COUNCIL**

**OCTOBER 21<sup>ST</sup>, 2021**

**5:00PM**

**Call to Order:** Mayor Brown called the October 2021 meeting of the Waynesville City Council to order at 5:01pm.

**Roll Call:** On roll call, Mayor Brown and seven (7) council members were present, Councilman Wilson by video conference:

PRESENT: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

ABSENT: Curtis

There was a need for closed session for legal and personnel purposes. Councilman Wilson made a motion to move to closed session, seconded by Councilman Rice.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

Council moved to closed session at 5:01pm.

Council returned to open session at 5:32pm.

**Invocation & Pledge of Allegiance:** Invocation was given by Councilman Conley with the Pledge of Allegiance being led by Councilman Liberty.

**Approval of Consent Agenda:** Mayor Brown called for a motion to approve the Consent Agenda. A motion was made by Councilman Conley and seconded by Councilman Liberty to approve the amended Consent Agenda.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

**Citizens Comments** – Keith Pritchard requested that full-service gas station employees be added to HB2021-56 – Authorizing Premium Pay to Essential Employees. The bill currently addressed convenience and grocery store employees, only.

**Presentation** - Business Spotlight – Mayor Brown recognized the Downtown Business Station as the Business Spotlight for the month.

**Board – Commission – Liaison Reports**

Park Board

- a. No Meeting Held

Planning and Zoning

- a. Report on October 12<sup>th</sup> meeting. City Administrator John Doyle stated that a conditional use permit had gone before the Planning & Zoning Commission which was approved. Mr. Doyle stated that some property owners that fell within the 185-foot notification

boundary were not contacted. Because of this, the permit would have to go back to Planning & Zoning for further review.

- b. **PROPOSED ORDINANCE** – HB 2021-56 – Conditional Use Permit for Telecommunications Tower. Bill was postponed until the January 10<sup>th</sup>, 2022 meeting.

## **Standing Committee Reports**

### Utility Committee

- a. Report on October 5<sup>th</sup>, meeting. Councilman Conley stated a resident's water bill was discussed due a severe leak. Committee members agreed to adjust the bill to help the resident. Councilman Conley stated the Committee received department updates, updates on the infrastructure improvement plan and plans for the replacement of sanitary sewer line and other repairs.

### Finance & Human Resources Committee

- a. Report on October 5<sup>th</sup>, meeting. Councilman Davis stated the Committee reviewed the City's accounts and the preliminary 2022 budget. Councilman Davis stated that ARPA funding programs were approved to go to Council along with an updated salary increase policy that is merit based only. The Committee also approved the addition of Juneteenth to the City's paid holiday list.
- b. **PROPOSED ORDINANCE** - HB2021-49 – An Ordinance Amending the Employee Personnel Manual – Addition of Juneteenth as paid holiday. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Liberty and seconded by Councilman Koren.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

- c. **APPOINTMENT** – City Administrator John Doyle recommended Douglas Potts, to the City Council, as the Economic Development Coordinator. Councilman Liberty made a motion to accept the recommendation and Councilman Koren seconded.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

### Roads & Grounds Committee

- a. Report on the October 7<sup>th</sup>, meeting. Councilman Farnham stated the Committee reviewed the Leaf & Limb Facility policy and approved adding businesses and property owners to the list of approved users. Councilman Farnham stated the Committee received a department update and reviewed pictures of several projects that had been completed recently.



- b. **PROPOSED ORDINANCE** - HB2021-50 – An Ordinance Amending Ordinance No. 1513 – Access to Lawn & Leaf Facility. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Farnham and seconded by Councilman Conley.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

#### Police & Emergency Services Committee

- a. Report on October 14<sup>th</sup>, meeting. Councilman Wilson stated the Committee reviewed the preliminary budget for 2022 and the potentially large deficit. Councilman Wilson stated the Committee received a department update and an update on current grants.

#### Economic Development & Government Affairs

- a. Report on the October 14<sup>th</sup>, meeting. Councilman Farnham stated the Committee reviewed the programs developed by the ARPA Board and approved for them to go to Council. Committee also reviewed a proposed bill regarding procedures for the election of Council offices.
- b. **PROPOSED ORDINANCE** - HB2021-42 – An Ordinance Establishing Procedures for the Nomination and Election of Council Offices. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Conley and seconded by Councilman Koren.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

- c. **PROPOSED ORDINANCE** - HB2021-52 – An Ordinance Establishing Grant Program for the Build It Better Program. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Farnham and seconded by Councilman Conley.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

- d. **PROPOSED ORDINANCE** - HB2021-53 – An Ordinance Establishing Grant Program for the Utility Bill Relief Program. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Davis and seconded by Councilman Rice.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

- e. **PROPOSED ORDINANCE** - HB2021-54 – An Ordinance Establishing Grant Program to Provide Premium Pay for Grocery and Convenience Store Workers – COVID 19. The proposed ordinance was read by title two (2) times. Councilman Davis made a motion to

approved the ordinance with an amendment including full-service gas station employees. Councilman Conley seconded the amended ordinance.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

- f. **PROPOSED ORDINANCE** - HB2021-55 – An Ordinance Establishing Grant Program to Provide Premium Pay for City Essential Workers – COVID 19. The proposed ordinance was read by title two (2) times. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Conley and seconded by Councilman Koren.

YEAS: Farnham, Davis, Wilson, Rice, Liberty, Conley, Koren

NAYS: None

Motion passed

#### Waynesville/St. Robert Joint Airport Board

- a. Report on September 28<sup>th</sup>, meeting. Councilman Liberty stated the Board received an update regarding operations and fuel sales. Councilman Liberty also stated the Board received an update regarding the EAS transition from Contour to Skywest Airlines.

Councilman Wilson out of meeting.

#### **Other Business**

- a. None

#### **City Administrator's Report**

City Administrator John Doyle welcomed Economic Development Coordinator Doug Potts to the Waynesville team. Mr. Potts addressed the Council and thank them for the opportunity to work for the City.

#### **Council Comments**

- |           |  |
|-----------|--|
| Farnham - | Stated he was all talked out tonight.  |
| Davis -   | Says the City will be great and is looking forward to running again.   |
| Rice -    | Thanked Councilman Farnham for reporting on the Economic Development Committee and stated that the Build It Better Program will be a great benefit to our community. |
| Liberty - | Halloween is right around the corner. Be mindful of all the children that will be out.   |

Conley -

Welcomed Mr. Potts

Koren -

Loves Halloween. Welcomed Mr. Potts and advised the Council on how much she appreciates their hard work.

**Mayor Comments** – Urged citizens to reach out to City Hall if they are interested in volunteering.

### **Adjournment**

There being no further business to come before this session of the Waynesville City Council, the meeting was adjourned at 6:23pm by Mayor Brown. The next regularly scheduled session of the Waynesville City Council is November 18<sup>th</sup>, 2021 at 5:30pm.

Respectfully submitted,

Michele Brown  
City Clerk

## ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
5 SECURITY BANK (CONS)7034806										
29777	10/08/2020	100003191	BRENN TAG MID-SOUTH INC			1,765.38				
29778	10/08/2020	10000100	CABLEAMERICA-MISSOURI			125.48				
29779	10/08/2020	10000080	CLEAN THE UNIFORM CO. JOPLIN			1,555.22				
29780	10/08/2020	10000486	CORE & MAIN LP			500.76				
29781	10/08/2020	10000151	FAMILY SUPPORT PAYMENT CENTER			369.23				
29782	10/08/2020	70120	GFI DIGITAL, INC.			25.42				
29783	10/08/2020	100003666	LMC CONVENIENCE STORE			473.70				
29784	10/08/2020	10153	SOP/LEONARD WOOD INSTITUTE			1,140.00				
29785	10/08/2020	10000259	MCCULLOCH CLEANING			195.00				
29786	10/08/2020	130095	MO DEPT OF REVENUE-CVC			285.20				
29787	10/08/2020	11259	OHIO CHILD SUPPORT PAYMENT			225.03				
29788	10/08/2020	10000355	GENESIS			80.00				
29789	10/08/2020	10000301	RICOH USA, INC			386.81				
29790	10/08/2020	11314	ROCK SALT USA			1,514.70				
29791	10/08/2020	10617	SHERIFFS' RETIREMENT SYSTEM			120.00				
29792	10/08/2020	100005092	SHRED-IT USA			69.53				
29793	10/08/2020	100005244	THE LARSON GROUP			162.51				
29794	10/08/2020	100005256	TRANSUNION RISK & ALTERNATIVE			150.00				
29795	10/08/2020	10000461	MO. DEPT. OF PUBLIC SAFETY			40.00				
29796	10/08/2020	23070	WATKINS PORTABLE TOILETS			110.00				
29797	10/15/2020	10000227	ACCUDATA COLLECTION SERVICE			160.34				
29798	10/15/2020	10172	AESTHETIX ELECTRIC			505.00				
29799	10/15/2020	1000014	ARKANSAS ELECTRIC COOP			1,352.00				
29800	10/15/2020	1000033	AUTO OWNERS INSURANCE			682.00				
29801	10/15/2020	100003130	B & N TREE SERVICE			22,528.00				
29802	10/15/2020	1000051	BLUE GRASS READY MIX			8,157.64				
29803	10/15/2020	100004069	BSN SPORTS			818.75				
29804	10/15/2020	1000046	BUSINESS GRAPHICS			901.18				
29805	10/15/2020	1000057	BUTLER SUPPLY			115.71				
29806	10/15/2020	10000100	CABLEAMERICA-MISSOURI			95.74				
29807	10/15/2020	100005178	DEAN CALKINS			199.94				
29808	10/15/2020	10480	NATHAN CARMON			300.00				
29809	10/15/2020	11038	CHAMPLIN TIRE RECYCLING, INC			9,506.00				
29810	10/15/2020	10000486	CORE & MAIN LP			15,000.00				
29811	10/15/2020	11026	COVETRUS NORTH AMERICA			334.92				
29812	10/15/2020	10849	NATHANIEL D. COX			106.51				
29813	10/15/2020	11310	DOGWOOD ANIMAL SHELTER			592.00				
29814	10/15/2020	10223	JACK ELDREDGE			300.00				
29815	10/15/2020	10103	GENESIS EXCAVATING			375.00				
29816	10/15/2020	10335	GIER OIL COMPANY, INC.			3,782.92				
29817	10/15/2020	100003558	GROUP BENEFIT SERVICES INC			34,944.65				
29818	10/15/2020	10000418	HELTON ENTERPRISES INC			1,546.58				
29819	10/15/2020	100003883	LINDSAY CHRYSLER DODGE, LLC			237.74				
29820	10/15/2020	120150	LOWE'S			3,059.07				
29821	10/15/2020	20410	MARTIN EQUIPMENT			2,561.99				
29822	10/15/2020	10000259	MCCULLOCH CLEANING			195.00				
29823	10/15/2020	100005083	MCDONALD JAMES M			300.00				
29824	10/15/2020	11320	MID MISSOURI MEDIA			12,210.00				
29825	10/15/2020	10000306	MISSOURI ONE CALL SYSTEM			242.50				
29826	10/15/2020	100005085	MO VOCATIONAL ENTERPRISES			26.54				
29827	10/15/2020	10000271	MURDON CONCRETE PRODUCTS			435.00				

## ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
29828	10/15/2020	11277	MY NETWORKS			1,125.00				
29829	10/15/2020	10000329	O'REILLY AUTOMOTIVE, INC.			210.21				
29830	10/15/2020	10699	SANDRA PATRICK			2,850.00				
29831	10/15/2020	10000345	PETTY CASH REIMBURSEMENT			194.17				
29832	10/15/2020	10000350	PRATT'S LAWN & GARDEN			40.80				
29833	10/15/2020	11321	PROVART, JOSEPH			5.53				
29834	10/15/2020	10000361	PULASKI COUNTY E911			1,366.37				
29835	10/15/2020	10000374	PULASKI CO SEWER DISTRICT #1			630.88				
29836	10/15/2020	10466	JONATHAN QUALE			105.41				
29837	10/15/2020	10000438	RPCS, INC.			24.40				
29838	10/15/2020	19570	SPLASH DESIGNS			253.39				
29839	10/15/2020	11322	STOCKSTILL, STACEY			154.98				
29840	10/15/2020	11316	WHITE, JEFFERY			87.65				
29841	10/15/2020	23110	WILLARD ASPHALT PAVING, INC.			171.68				
29842	10/15/2020	10000190	WILLARD QUARRIES			2,197.79				
29843	10/15/2020	10232	WIRELESS USA			780.00				
29844	10/15/2020	23160	WOOSTER RUG SERVICE			112.00				
29845	10/15/2020	11323	ZAYZAY, ALFRED			104.59				
29846	10/15/2020	25020	ZEIGENBEIN FEED & FARM SUPPLY			227.94				
29847	10/15/2020	25030	ZEIGENBEIN SANITATION			22,889.00				
29848	10/21/2020	100001	AABC LOCK & KEY SERVICE			9.96				
29849	10/21/2020	100005162	BENTON & ASSOCIATES INC			8,400.00				
29850	10/21/2020	1000053	BEST FRIENDS ANIMAL HOSPITAL			2,936.14				
29851	10/21/2020	10948	BLOOMSDALE EXCAVATING CO, INC			101,000.00				
29852	10/21/2020	100003636	BUS ANDREWS TRUCK EQUIP INC			1,815.95				
29853	10/21/2020	10000100	CABLEAMERICA-MISSOURI			537.47				
29854	10/21/2020	1000061	CHAMBER OF COMMERCE			12.00				
29855	10/21/2020	30110	CITY OF WAYNESVILLE			174.22				
29856	10/21/2020	10000486	CORE & MAIN LP			13,376.66				
29857	10/21/2020	10000519	SUMNERONE, INC			107.62				
29858	10/21/2020	40150	DOWNTOWN STATION			411.99				
29859	10/21/2020	10000151	FAMILY SUPPORT PAYMENT CENTER			369.23				
29860	10/21/2020	10000149	FLETCHER-REINHARDT CO.			306.80				
29861	10/21/2020	11101	GROSS TYLOR			124.02				
29862	10/21/2020	11324	HAUBRICH, JANICE			25.00				
29863	10/21/2020	20410	MARTIN EQUIPMENT			1,885.86				
29864	10/21/2020	10000182	HARTFORD-MASS MUTUAL			350.00				
29865	10/21/2020	10000259	MCCULLOCH CLEANING			195.00				
29866	10/21/2020	10945	MISSOURI INTERGOVERNMENTAL RIS			90.00				
29867	10/21/2020	10000272	MUNICIPAL GAS COMMISSION OF			41,097.49				
29868	10/21/2020	10000271	MURDON CONCRETE PRODUCTS			706.00				
29869	10/21/2020	11023	PETERBILT OF SPRINGFIELD			200.00				
29870	10/21/2020	11054	POWELL, DILLON			107.99				
29871	10/21/2020	10000350	PRATT'S LAWN & GARDEN			54.58				
29872	10/21/2020	11325	RED CARPET TROPHY SHOP			623.00				
29873	10/21/2020	10000301	RICOH USA, INC			205.44				
29874	10/21/2020	11326	RYAN TRUCK SALES LLC			443.40				
29875	10/21/2020	100003313	SCOTTS PRINTING			416.38				
29876	10/21/2020	19520	SWENSON'S AUTO SERVICE			188.06				
29877	10/21/2020	10855	THE MOTOR HUT, INC.			544.55				
29878	10/21/2020	10924	TOTH & ASSOCIATES			829.94				
29879	10/21/2020	23110	WILLARD ASPHALT PAVING, INC.			172,075.20				
29880	10/21/2020	10157	VOLLEY W. WILLIS, JR			300.00				

## ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
29881	10/29/2020	21270	UNITED STATES POSTAL SERVICE		2,000.00					
29882	10/29/2020	1000098	A T & T MOBILITY		858.36					
29883	10/29/2020	1000014	ARKANSAS ELECTRIC COOP		1,400.00					
29884	10/29/2020	11275	BROWN JERRY		600.00					
29885	10/29/2020	100003752	MICHELE L. BROWN		25.00					
29886	10/29/2020	10883	CARD SERVICES		118.99					
29887	10/29/2020	1000085	COLONIAL LIFE & ACCIDENT		54.82					
29888	10/29/2020	10000486	CORE & MAIN LP		9,399.88					
29889	10/29/2020	10659	DENNIS OIL COMPANY		562.35					
29890	10/29/2020	10000168	GILMORE & BELL, P. C.		1,000.00					
29891	10/29/2020	11121	GRAYBAR		947.49					
29892	10/29/2020	10000189	H.E.P. SUPPLY		142.14					
29893	10/29/2020	10000181	HACH COMPANY		430.19					
29894	10/29/2020	10212	KITTEN DIVISION		410.00					
29895	10/29/2020	100003316	LIBERTY NATIONAL		303.60					
29896	10/29/2020	10000249	LONE OAK PRINTING CO.		182.40					
29897	10/29/2020	10000259	MCCULLOCH CLEANING		195.00					
29898	10/29/2020	130510	MIKE'S AUTO SERVICE		61.29					
29899	10/29/2020	10000257	RALPH W. MUXLOW II		2,250.00					
29900	10/29/2020	10000331	OZARK MOUNTAIN EXCAVATION		5,500.00					
29901	10/29/2020	10000350	PRATT'S LAWN & GARDEN		2.38					
29902	10/29/2020	10000433	SECURITY BANK		74,815.98					
29903	10/29/2020	19370	SPECTERA, INC.		35.60					
29904	10/29/2020	19520	SWENSON'S AUTO SERVICE		189.76					
29905	10/29/2020	11328	TH SERVICES, LLC		1,608.80					
29906	10/29/2020	21290	USA BLUE BOOK		599.92					
29907	10/29/2020	23020	WAL-MART COMMUNITY/RFCSLLC		846.03					
29908	10/29/2020	23110	WILLARD ASPHALT PAVING, INC.		172.84					
29909	10/29/2020	25020	ZEIGENBEIN FEED & FARM SUPPLY		339.94					
29910	11/05/2020	1000032	ARMOR EQUIPMENT		363.73					
29911	11/05/2020	10013	BARCO MUNICIPAL PRODUCTS, INC.		1,815.08					
29912	11/05/2020	100005304	BECKER MILLWORK		168.00					
29913	11/05/2020	10457	DANIELA BREEDLOVE		150.00					
29914	11/05/2020	1000046	BUSINESS GRAPHICS		333.00					
29915	11/05/2020	10000100	CABLEAMERICA-MISSOURI		125.52					
29916	11/05/2020	1000194	CITY OF ST ROBERT TRANSFER		232.00					VOID: wrong vendor
29917	11/05/2020	1000080	CLEAN THE UNIFORM CO. JOPLIN		1,919.45					
29918	11/05/2020	10000486	CORE & MAIN LP		138.29					
29919	11/05/2020	11026	COVETRUS NORTH AMERICA		412.68					
29920	11/05/2020	1000062	CRAWFORD, MURPHY & TILLY		4,587.34					
29921	11/05/2020	11331	CSG FORTE PAYMENTS INC		1,324.05					
29922	11/05/2020	11310	DOGWOOD ANIMAL SHELTER		172.00					
29923	11/05/2020	10463	JOSHUA EVANS		151.85					
29924	11/05/2020	10000151	FAMILY SUPPORT PAYMENT CENTER		369.23					
29925	11/05/2020	10000175	GAS PRODUCTS SALES, INC		324.95					
29926	11/05/2020	10335	GIER OIL COMPANY, INC.		4,556.85					
29927	11/05/2020	11057	GWORKS		13,199.89					
29928	11/05/2020	100003271	KFBD		13,058.25					
29929	11/05/2020	100003666	LMC CONVENIENCE STORE		490.02					
29930	11/05/2020	20410	MARTIN EQUIPMENT		562.37					
29931	11/05/2020	10000259	MCCULLOCH CLEANING		2,270.00					
29932	11/05/2020	10000310	MERAMEC REGIONAL PLANNING		4,868.75					
29933	11/05/2020	10000306	MISSOURI ONE CALL SYSTEM		187.50					

## ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
29934	11/05/2020	130095	MO DEPT OF REVENUE-CVC	370.76				
29935	11/05/2020	10000325	NORTHERN SAFETY CO. INC	37.80				
29936	11/05/2020	10000329	O'REILLY AUTOMOTIVE, INC.	409.65				
29937	11/05/2020	100003138	THE PARADIGM ALLIANCE, INC.	775.00				
29938	11/05/2020	10699	SANDRA PATRICK	2,005.00				
29939	11/05/2020	10000355	GENESIS	102.00				
29940	11/05/2020	100005034	RED BUD SUPPLY INC	768.38				
29941	11/05/2020	10000301	RICOH USA, INC	527.31				
29942	11/05/2020	10000401	ROLLA RENTAL	263.00				
29943	11/05/2020	11326	RYAN TRUCK SALES LLC	540.00				
29944	11/05/2020	10709	S & D FEED & SMALL ENGINE LLC.	360.98				
29945	11/05/2020	10617	SHERIFFS' RETIREMENT SYSTEM	153.00				
29946	11/05/2020	100005092	SHRED-IT USA	69.53				
29947	11/05/2020	10000420	ST. ROBERT AUTO GLASS CO.,INC.	181.06				
29948	11/05/2020	10825	THE DIXON PILOT	377.50				
29949	11/05/2020	100005256	TRANSUNION RISK & ALTERNATIVE	150.00				
29950	11/05/2020	10000461	MO. DEPT. OF PUBLIC SAFETY	51.87				
29951	11/05/2020	22050	VISION CARE DIRECT	457.36				
29952	11/05/2020	23070	WATKINS PORTABLE TOILETS	110.00				
* 29953 Thru 9264718								
9264719	10/09/2020	10000208	INTERNAL REVENUE SERVICE	21,143.39			E-PAY	
9264720	10/08/2020	11304	BUILD A SIGN	7.45			E-PAY	
9264721	10/08/2020	100004002	AMAZON.COM	170.00			E-PAY	
9264722	10/08/2020	11319	SPEEDYTIRE	256.94			E-PAY	
9264723	10/08/2020	11080	HUGHESNET	61.39			E-PAY	
9264724	10/08/2020	10992	ANTHEM BCBS	584.16			E-PAY	
9264725	10/08/2020	1000011	AFLAC	666.42			E-PAY	
9264726	10/08/2020	11024	VISTA PRINT	50.88			E-PAY	
9264727	10/08/2020	10909	CONTOUR FLIGHT MANAGEMENT	259,272.00			E-PAY	
9264728	10/08/2020	100005318	AVFUEL CORP	11,799.04			E-PAY	
9264729	10/08/2020	11007	GREEN PARTS STORE	59.85			E-PAY	
9264730	10/08/2020	11304	BUILD A SIGN	63.00			E-PAY	
9264731	10/15/2020	100004002	AMAZON.COM	30.46			E-PAY	
9264732	10/15/2020	10925	BEST WESTERN HOTEL	340.76			E-PAY	
9264733	10/15/2020	10000472	CENTURYLINK	499.26			E-PAY	
9264734	10/15/2020	100004002	AMAZON.COM	32.42			E-PAY	
9264735	10/15/2020	10000245	MISSOURI LAGERS	31,306.99			E-PAY	
9264736	10/15/2020	10000268	MISSOURI JOINT MUNICIPAL	408,338.06			E-PAY	
9264737	10/15/2020	100003998	BOKF, N.A.	136,326.26			E-PAY	
9264738	10/15/2020	100005318	AVFUEL CORP	12,093.83			E-PAY	
9264739	10/15/2020	100005318	AVFUEL CORP	20.00			E-PAY	
9264740	10/23/2020	10000208	INTERNAL REVENUE SERVICE	21,002.92			E-PAY	
9264741	10/21/2020	10000244	LACLEDE ELECTRIC COOP.	2,911.30			E-PAY	
9264742	10/21/2020	100004002	AMAZON.COM	43.72			E-PAY	
9264743	10/21/2020	21140	UMB BANK N.A.	12,444.95			E-PAY	
9264744	10/21/2020	11327	SUPPLY HOUSE	127.98			E-PAY	
9264745	10/21/2020	100004002	AMAZON.COM	319.98			E-PAY	
9264746	10/21/2020	100004002	AMAZON.COM	33.49			E-PAY	
9264747	10/21/2020	100004002	AMAZON.COM	41.58			E-PAY	
9264748	10/21/2020	11043	PAYPAL	386.60			E-PAY	
9264749	10/21/2020	10361	DISH NETWORK	117.52			E-PAY	
9264750	10/21/2020	130100	MISSOURI DEPT OF REVENUE	16,572.93			E-PAY	
9264751	10/21/2020	100003996	EIRCIL'S JEWELRY	25.00			E-PAY	

## ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
9264752	10/21/2020	100004002	AMAZON.COM			19.99		E-PAY		
9264753	10/21/2020	100004002	AMAZON.COM			19.27		E-PAY		
9264754	10/29/2020	1000020	VOYA INSTITUTIONAL TRUST CO.			1,140.00		E-PAY		
9264755	10/29/2020	10000100	CABLEAMERICA-MISSOURI			621.66		E-PAY		
9264756	10/29/2020	100004002	AMAZON.COM			124.05		E-PAY		
9264757	10/29/2020	10000292	MISSOURI DEPT. OF REVENUE			5,410.50		E-PAY		
9264758	10/29/2020	100004002	AMAZON.COM			10.99		E-PAY		
9264759	10/29/2020	11327	SUPPLY HOUSE			53.66		E-PAY		
9264760	10/29/2020	100004002	AMAZON.COM			53.96		E-PAY		
9264761	10/29/2020	10527	HARBOR FREIGHT TOOLS			187.80		E-PAY		
9264762	10/29/2020	10318	NEW LIFE PATRIOT			12.31-		E-PAY		
9264763	10/29/2020	11329	ACCESS DISPLAY GROUP INC			4,188.87		E-PAY		
9264764	10/29/2020	11330	LULU PRESS			169.37		E-PAY		
9264765	10/29/2020	10658	SIRLOIN STOCKADE BUFFET			24.72		E-PAY		
9264766	10/29/2020	100004002	AMAZON.COM			97.80		E-PAY		
9264767	10/29/2020	100004002	AMAZON.COM			143.76		E-PAY		
9264768	10/29/2020	11199	ORSHELN			163.60		E-PAY		
9264769	10/29/2020	100005318	AVFUEL CORP			12,701.48		E-PAY		
9264770	10/29/2020	100005318	AVFUEL CORP			11,124.80		E-PAY		
9264771	10/29/2020	100003188	PRICE CUTTER PLUS			116.41		E-PAY		
9264772	10/29/2020	1000098	A T & T MOBILITY			877.92		E-PAY		
9264773	11/06/2020	10000208	INTERNAL REVENUE SERVICE			27,042.48		E-PAY		
9264774	11/05/2020	1000011	AFLAC			666.42		E-PAY		
9264775	11/05/2020	11265	NORTONLIFELOCK			104.99		E-PAY		
9264776	11/05/2020	11080	HUGHESNET			61.39		E-PAY		
9264777	11/05/2020	100004002	AMAZON.COM			63.92		E-PAY		
9264778	11/05/2020	100004002	AMAZON.COM			37.98		E-PAY		
9264779	11/05/2020	100004002	AMAZON.COM			29.97		E-PAY		
9264780	11/05/2020	100004002	AMAZON.COM			130.00		E-PAY		
9264781	11/05/2020	10925	BEST WESTERN HOTEL			255.57		E-PAY		
9264782	11/05/2020	100004002	AMAZON.COM			81.85		E-PAY		
9264783	11/05/2020	100004002	AMAZON.COM			36.99		E-PAY		
9264784	11/05/2020	100004002	AMAZON.COM			85.76		E-PAY		
9264785	11/05/2020	11332	BOB EVANS RESTAURANT			24.53		E-PAY		
9264786	11/05/2020	10846	ULINE			209.45		E-PAY		
9264787	11/05/2020	100004002	AMAZON.COM			10.19		E-PAY		
9264788	11/05/2020	100004002	AMAZON.COM			32.98		E-PAY		

\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	1,681,893.49
CLEARED	.00
-----	
BANK 5 TOTAL	1,681,893.49
**VOIDED**	232.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
-----				
100 GENERAL	688,343.23	688,343.23	.00	.00
200 PARK	48,503.92	48,503.92	.00	.00
300 TRANSPORTATION	194,623.62	194,623.62	.00	.00
500 ELECTRIC	550,409.01	550,409.01	.00	232.00



BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
		600	WATER / SEWER FUND	123,320.53	123,320.53		.00	.00
		700	TRASH	22,889.00	22,889.00		.00	.00
		800	NATURAL GAS	53,804.18	53,804.18		.00	.00

# CITY OF WAYNESVILLE



## *Certificate of Appreciation*

*Presented to*

### **THE BLUE BEE**

On behalf of the City of Waynesville,  
We are honored you have chosen to continue to  
make Waynesville your home.

Because of your dedication and determination,  
your business has been recognized as the

## **BUSINESS SPOTLIGHT**

for  
November 2021



*Issued this 18<sup>th</sup> day of November, 2021*

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Mayor Dr. Jerry Brown

Planning & Zoning Commission Summary  
November 9, 2021

**In Attendance:**

**Commission:** Scott Owens, Trudy Dils, Twyla Cordry, Yvonne Reeves-Chong, Cecil Davis

**Absent:** Mayor Jerry Brown

**City Staff:** Nathan Carmon, Miriam Jones, John Doyle

**Guests:** Mark Rowden, Keith Pritchard, Angie Gable

- **Call to Order** – Meeting called to order at 5:30 pm. A quorum was present.
- **Approval of Minutes** – Meeting minutes approved from the October 12, 2021 meeting.
- **Open Public Hearing- Rezoning Request Application**– The public hearing was opened at 5:30 pm. No comments from the Public. The rezoning request is from Jerry Brown to rezone his closed business to a private home. Rezoning from C1 (Commercial) to R1 (Residential).
- **Close Public Hearing** – With no comments from citizens or commission, Public Hearing closed at 5:31pm. A motion was made and seconded to send the rezoning request to City Council for final approval. Motion passed unanimously.
- **Phase 1A Preliminary Plat of Pinnacle at The Summit**- Recommendation of approval contingent upon Waynesville City Council approving annexation of property during public hearing that will be held at November Council meeting on November 18, 2021. A motion was made and seconded for recommendation of approval contingent upon City council approval. The motion passed unanimously.
- **Phase 1A Final Plat of Pinnacle at The Summit**- Recommendation of approval contingent upon Waynesville City Council approving annexation of property during public hearing that will be held at November Council meeting on November 18, 2021. A motion was made and seconded for recommendation of approval contingent upon City council approval. The motion passed unanimously.
- **Phase 2 Preliminary Plat of Pinnacle at The Summit**- Plats have been reviewed and meet all requirements. Requesting recommendation to approve plats to send to City Council for final approval. Twyla Cordry would like to entertain a motion for #7 Phase 2 Preliminary Plat & #8 Phase 2 Final Plat to recommend sending to City council for approval. A motion was made and seconded. The motion passed unanimously.
- **Phase 2 Final Plat of Pinnacle at The Summit**- (see #7)
- **Other Business** – Mr. Doyle would like to encourage everyone to attend the January meeting as it will have a busy agenda. Nathan Carmon stated that there will be another public hearing at the January meeting regarding the cell phone tower as there was a failure to notify an individual about the previous public hearing as he was not listed on the application. Mr. Doyle stated that the City does not provide the list of whom to notify for the public hearings. It is the applicant's responsibility to provide the list. With no further business, meeting adjourned at 5:37 pm. The next meeting of the Planning and Zoning Commission is scheduled to be held on January 11, 2022.

Bill No. 2021-48

Ordinance No.

**AN ORDINANCE EXTENDING LIMITS OF THE CITY OF WAYNESVILLE;  
FIXING AN EFFECTIVE DATE  
(5.50 ACRES M/L)**

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE AS FOLLOWS:**

**SECTION 1.** That there has been heretofore presented to the City Council of the City of Waynesville a verified petition signed by the owner(s) of all fee interests of record in all tracts of real property located within the area described in such petition, which area is proposed to be annexed to the City of Waynesville and is commonly known and which area is hereinafter described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS DOCUMENT**

**SECTION 2.** That, pursuant to a resolution heretofore adopted by the City Council of the City of Waynesville, a public hearing was held concerning the said proposed annexation on 21<sup>st</sup>, October, 2021.

**SECTION 3.** That notice of the said public hearing was given, as required by law and as provided in the resolution heretofore adopted by the City Council, by publication in the Dixon Pilot, a newspaper of general circulation in Pulaski County, Missouri and which is qualified to publish legal matters, and that the said notice was so published more than seven days prior to the date of said hearing.

**SECTION 4.** That no written objection to the proposed annexation has been filed with the City Council of the City of Waynesville, or with the City Clerk, and that more than fourteen days have now elapsed since the date of the said public hearing.

**SECTION 5.** That the City Council, after holding the said public hearing, has determined, and hereby determines, that the proposed annexation is reasonable and necessary to the proper development of the City of Waynesville, and that the City of Waynesville has the ability to furnish normal municipal services of the City to the area proposed to be annexed within a reasonable time after such annexation.

**SECTION 6.** That the limits of the City of Waynesville are hereby extended to include the territory described in the said petition, and that as so extended the limits of the City of Waynesville shall now include the territory in Pulaski County, Missouri which is commonly known and which area is hereinafter described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS DOCUMENT**

**SECTION 7.** That the territory hereby annexed into the City Limits is hereby determined to be zoned as R1 (Single Family Residential).

**SECTION 8.** The City Clerk is directed to cause three certified copies of this Ordinance to be filed with the County Clerk of Pulaski County, Missouri and to cause one certified copy to be filed with the Recorder of Deeds of Pulaski County, Missouri.

**SECTION 9.** This ordinance shall be in full force and effect from and after its passage and approval.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 21<sup>st</sup> DAY OF OCTOBER, 2021.**

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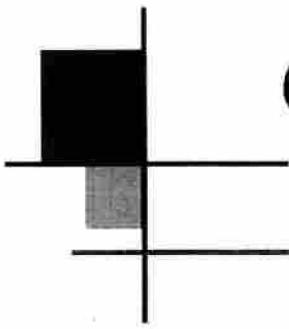
Dr. Jerry Brown, Mayor

ATTEST:

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Michele Brown, City Clerk

**EXHIBIT A**



# *City of Waynesville*

Preserving the Past - Planning for the Future

100 Tremont Center Waynesville, MO: 65583

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that a Public Hearing will be held by the Waynesville City Council at the Council Chambers in City Hall, 100 Tremont Center, Waynesville on November 18, 2021 at 5:30 p.m.

The purpose of this hearing is to consider a Petition Requesting Annexation for Phase 1A of Pinnacle at The Summit as a R-1 (Residential) zoned area.

Any person interested in the matter may appear at the Public Hearing and present testimony or other evidence.

Michele Brown  
City of Waynesville  
City Clerk



PETITION REQUESTING ANNEXATION BY  
CITY OF WAYNESVILLE

Mark Rowden Homes, LLC of the State of Missouri,  
hereinafter referred to as Petitioner(s), for a voluntary petition to  
the City Council of the City of Waynesville, Missouri, and state and  
allege as follows:

1. That they are the owner(s) of the entire fee interest  
of record in the real estate in Pulaski County,  
Missouri described as on the attached Exhibit "A":
2. That the said real estate is not now a part of any  
incorporated municipality.
3. That the said real estate is contiguous to the  
existing corporate limits of the City of Waynesville,  
Missouri.
4. That the Petitioners request that the said real estate be  
annexed to, and be included within the corporate limits of,  
the City of Waynesville, Missouri, as authorized by the  
provisions of Section 71.012, RSMo.
5. That the Petitioners request the City Council of the City  
of Waynesville to cause the required notice to be published  
and to conduct the public hearing required  
by law and to thereafter adopt an ordinance extending  
the limits of the City of Waynesville to include the  
above described real estate.

Dated this 14<sup>th</sup> day of September, 2021. <sup>MR</sup>

Mark Rowden

Jamie Rowden

RECEIVED  
SEP 20 2021  
Per \_\_\_\_\_



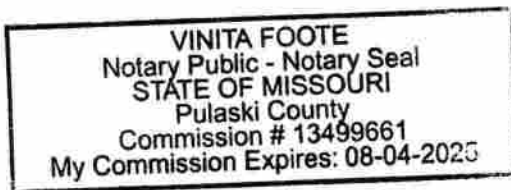
STATE OF MISSOURI  
COUNTY OF PULASKI

On this 20<sup>th</sup> day of September, 2021, before me, a  
Notary Public in and for the State of Missouri, personally appeared  
Mark Rowden Homes, LLC, a limited  
liability company, known to me to be the person who executed the  
within Petition for Annexation in behalf of said limited liability  
company and acknowledged to me that he executed the same for the  
purposes therein stated. Mark & Jane Rowden acknowledged said instrument to  
be the free act and deed of said limited liability company and said  
that said Mark Rowden Homes LLC has no corporate seal. Mark & Jane Rowden  
further acknowledged that he executed said document individually as  
his free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
official seal at my office in St. Robert, Missouri, the  
day and year first above written.

Vinita Foote  
Notary Public

My commission expires: 8/4/2025



PROPERTY DESCRIPTION

A part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 36 North, Range 12 West of the 5th P.M., described as follows: Commencing at the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 23 for the true place of beginning; thence S 01°01'04" W 366.91 Feet along the East line of said Southwest Quarter of the Southwest Quarter; thence N 88°59'54" W 651.43 Feet; thence N 01°00'32" E 34.33 Feet; thence N 01°01'40" E 334.56 feet to the North line of said Southwest Quarter of the Southwest Quarter; thence S 88°49'24" E 651.38 feet along said North line to the true place of beginning. Subject to all easements of record.

VAR. = 10° WEST  
MAGNETIC

P.C.D.R.  
INSTRUMENT NO.  
200703822

P.C.D.R.  
INSTRUMENT NO.  
200703822

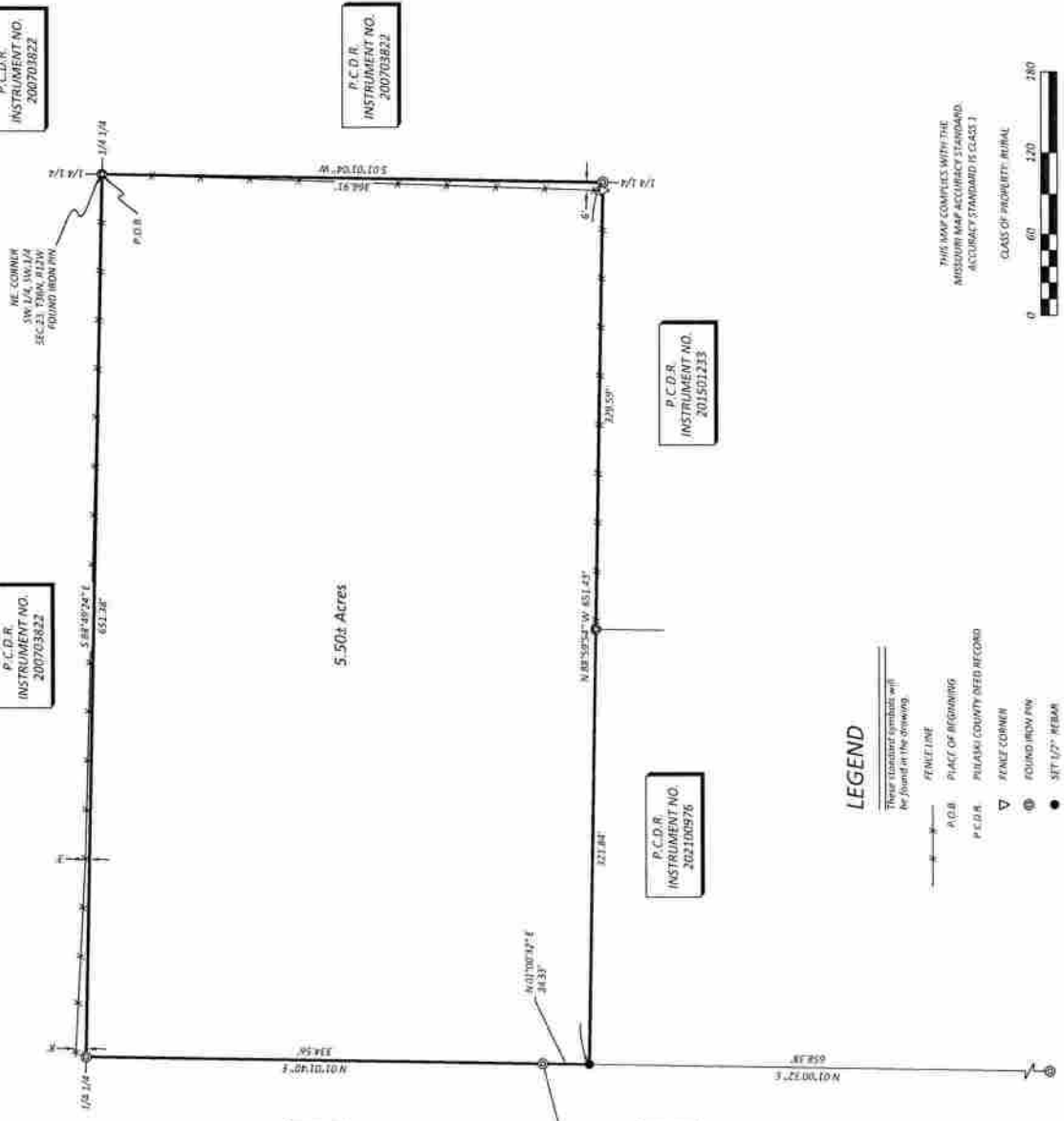
P.C.D.R.  
INSTRUMENT NO.  
201305720

P.C.D.R.  
INSTRUMENT NO.  
200703822

P.C.D.R.  
INSTRUMENT NO.  
201701601

P.C.D.R.  
INSTRUMENT NO.  
202100976

P.C.D.R.  
INSTRUMENT NO.  
201501233



SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
2. PARCEL DEED RECORDED IN PULASKI COUNTY DEED INSTRUMENT NO. 202100976, IN THE RECORDERS OFFICE OF PULASKI COUNTY, MISSOURI.

CARMACK SURVEYING, INC.  
1001 N. 10TH ST.  
MOBY, MO. 65057  
PH: 417-468-4786

SURVEYOR'S CERTIFICATION

I, LOUIE E. CARMACK JR., MISSOURI REGISTERED LAND SURVEYOR, NO. 85537, DO HEREBY CERTIFY THAT THIS PLAN, MAP, OR SURVEY WAS MADE BY ME OR UNDER MY DIRECTION, AND IS CERTIFIED TO BE IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

C. OF A. NO. 8009021547.

DATE FIELD WORK COMPLETED: 7/6/2021

LOUIE E. CARMACK JR.

CARMACK JR.



SURVEY FOR MARK ROWDEN

DRAWN	DATE	07/19/21	PULASKI COUNTY, MO.
RLS	APPROVED	DATE	SEC. 23
LFC	DATE	07/19/21	T36N, R12W
SCALE	SHEET	1 OF 1	PROJECT NO.
1" = 60'			C-9340A

# PLAT OF SURVEY

CERTIFICATION: This is to certify that I, Donald B. Mayhew, PLS, at the direction of Mr. Donald Gann, have executed a survey of the tract of land shown and described hereon, and that said survey was, to the best of my knowledge and belief, executed in accordance with the current Missouri Minimum Standards for Property Boundary Surveys, and that the results of said survey are shown hereon.

Donald B. Mayhew, PLS, PE  
PLS #2389  
10/6/01

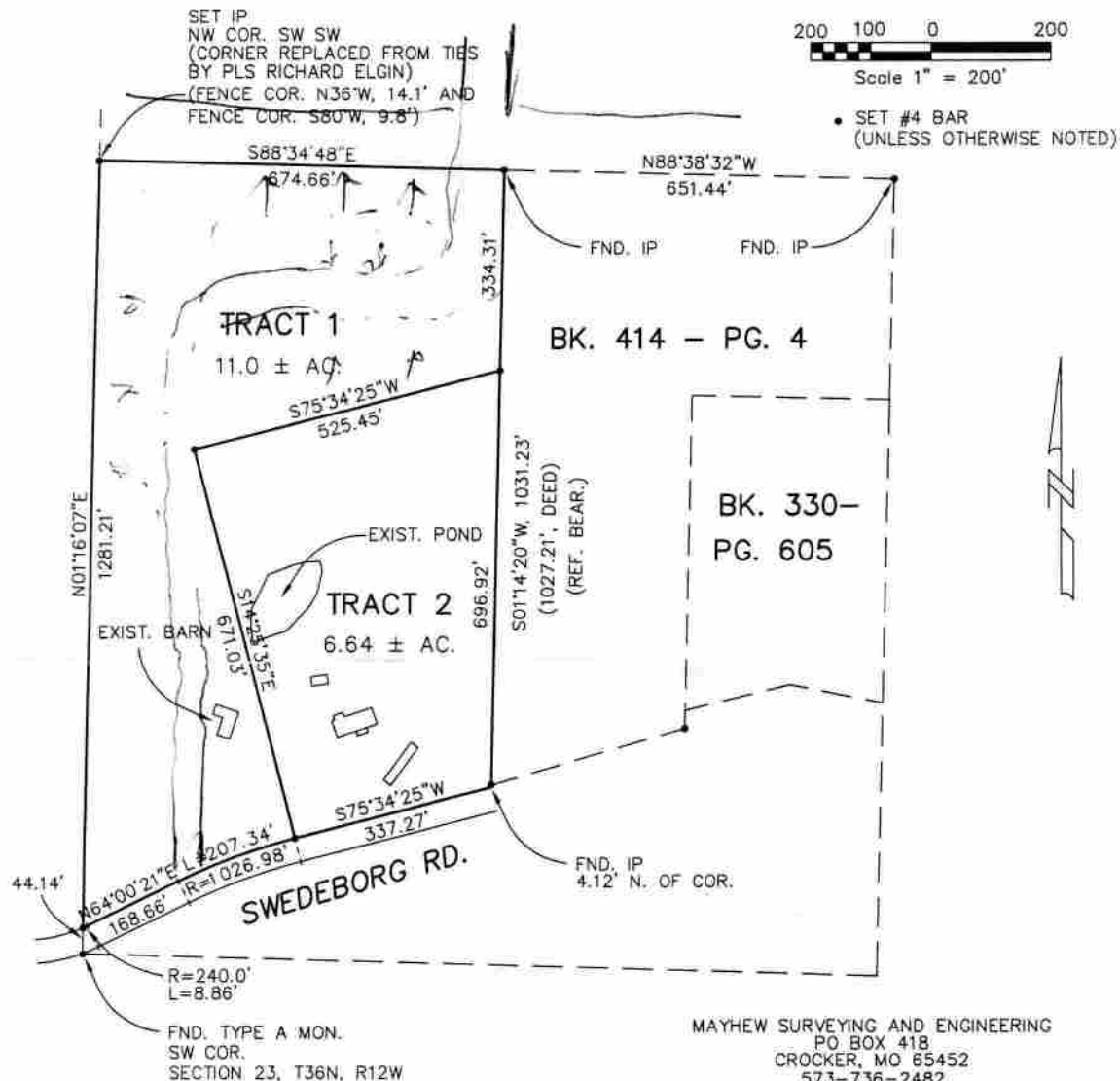
THIS DRAWING HAS BEEN TRANSMITTED VIA ELECTRONIC MEANS AND IS PROVIDED FOR REFERENCE ONLY FOR THE CONVENIENCE OF THE RECEIVER. THIS IS NOT AN OFFICIAL COPY. AN OFFICIAL COPY MUST CONTAIN THE ORIGINAL SEAL AND SIGNATURE. IT IS NOT POSSIBLE TO SIGN AND SEAL ELECTRONIC COPIES. IF AN OFFICIAL COPY IS REQUIRED ONE CAN BE PROVIDED UPON REQUEST AND WILL BE SUBJECT TO ADDITIONAL FEES. THIS DRAWING IS FOR USE OF THE PERSON TO WHOM SENT. IT CANNOT BE GIVEN, SOLD, TRANSFERRED, TRANSMITTED OR COMMUNICATED IN ANY WAY TO ANY OTHER PERSON, RECEIVER AGREES BY RECEIPT AND USE OF THIS DRAWING THAT THEY ACCEPT ANY AND ALL LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS DRAWING AND THAT THEY WILL INDEMNIFY, DEFEND AND HOLD HARMLESS MAYHEW SURVEYING AND ENGINEERING, INC., FROM ALL CLAIMS WHATSOEVER THAT MAY ARISE OUT OF RECEIVER'S USE OF THIS DRAWING.

TRACT 1: A tract of land being a part of a tract of land as described in Document 9402544, Pulaski County records, said tract being a part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 36 N., Range 12 W., Pulaski County, Missouri, and being more particularly described as follows:

Commencing at an existing aluminum monument at the southwest corner of said Section 23; thence N01°16'07"E, along the west line of said Section 23, 44.14 feet, to an iron pin on the northerly line of Swedeborg Road, and the point of beginning; thence continuing N01°16'07"E, along said west line, 1281.21 feet, to an iron pin at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 23; thence S88°34'48"E, along the north line of said quarter quarter section, 674.66 feet, to an existing iron pin at the northwest corner of a tract of land as described in Book 414, at Page 4, Pulaski County records; thence S01°14'20"W, along the west line of said tract, 334.31 feet, to an iron pin; thence S75°34'25"W, 525.45 feet, to an iron pin; thence S14°25'35"E, 671.03 feet, to an iron pin on the northerly line of Swedeborg Road; thence along said northerly line the following courses: thence S75°34'25"W, tangent to a curve to the left, said curve having a radius of 1026.98 feet, and an arc length of 207.34 feet; thence S64°00'21"W, 168.66 feet; thence on a curve to the right, said curve having a radius of 240.0 feet, and an arc length of 8.86 feet, to the point of beginning. Containing 11.0 acres, more or less.

TRACT 2: A tract of land being a part of a tract of land as described in Document 9402544, Pulaski County records, said tract being a part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 36 N., Range 12 W., Pulaski County, Missouri, and being more particularly described as follows:

Commencing at an existing aluminum monument at the southwest corner of said Section 23; thence N01°16'07"E, along the west line of said Section 23, 44.14 feet, to an iron pin on the northerly line of Swedeborg Road; thence continuing N01°16'07"E, along said west line, 1281.21 feet, to an iron pin at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 23; thence S88°34'48"E, along the north line of said quarter quarter section, 674.66 feet, to an existing iron pin at the northwest corner of a tract of land as described in Book 414, at Page 4, Pulaski County records; thence S01°14'20"W, along the west line of said tract, 334.31 feet, to an iron pin, and the point of beginning; thence S75°34'25"W, 525.45 feet, to an iron pin; thence S14°25'35"E, 671.03 feet, to an iron pin on the northerly line of Swedeborg Road; thence along said northerly line N75°34'25"E, 337.27 feet; thence N01°14'20"E, along the west line of said tract described in Book 414, at Page 4, 696.92 feet, to the point of beginning. Containing 6.64 acres, more or less.



**A RESOLUTION APPROVING A PRELIMINARY PLAT OF  
PHASE IA OF PINNACLE AT THE SUMMIT**

The proposed preliminary plat of subdivision of land within the City of Waynesville, known as Phase IA of Pinnacle at The Summit has been considered by and approved by the Planning & Zoning Commission of the City of Waynesville.

**PASSED AND RESOLVED BY THE CITY COUNCIL ON THIS 18<sup>TH</sup>, DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk

**AN ORDINANCE APPROVING THE FINAL PLAT FOR  
PHASE 1A OF PINNACLE AT THE SUMMIT;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the proposed plat of subdivision of land within the City of Waynesville, to be known as Phase 1A of Pinnacle at The Summit, has been considered and approved by the Planning & Zoning Commission of the City of Waynesville.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI AS FOLLOWS:**

**Section 1.** The developer requests to approve his final plat. The Planning and Zoning Commission has reviewed the request and approved the final plat of Phase 1A of The Summit on November 9<sup>th</sup>, 2021

**Section 2.** The final plat of Phase 1A of Pinnacle at The Summit, attached hereto and incorporated within this ordinance, is hereby approved.

**Section 3.** The City officials are authorized to indicate on the said plat this approval by the City Council.

**Section 4.** The said plat shall be filed with the Recorder of Deeds of Pulaski County, Missouri, at the cost of the developer.

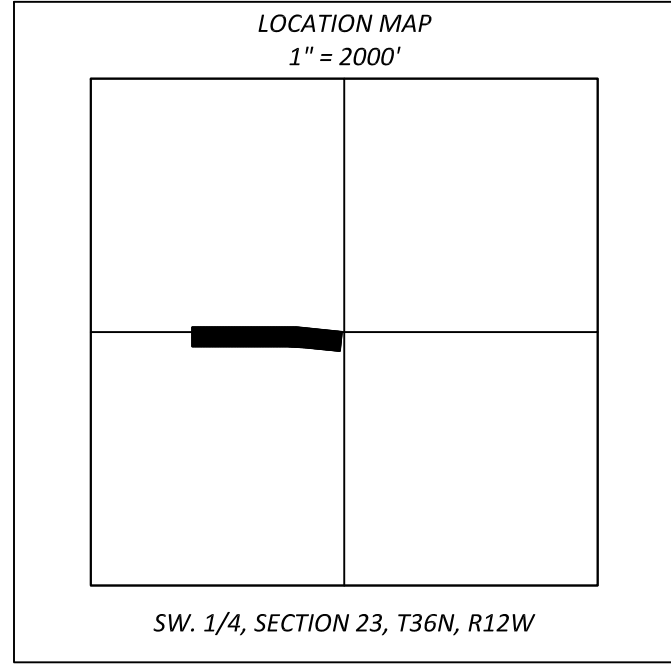
**Section 5.** That this ordinance shall take full force and effect upon its passage and approval.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18<sup>th</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk



FINAL PLAT OF  
**PHASE 1A OF PINNACLE @ THE SUMMIT**  
A SUBDIVISION TO WAYNESVILLE, PULASKI COUNTY, MISSOURI  
LOCATED IN THE WEST 1/2 OF THE SW.1/4  
SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 WEST

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF WAYNESVILLE, THAT I HAVE CAUSED THIS PROPERTY TO BE PLATTED AS SHOWN HEREON AND THAT SAID PROPERTY SHALL BE KNOWN AND DESIGNATED AS "PHASE 1A OF PINNACLE @ THE SUMMIT". I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS FORMALLY ACCEPTED BY THE CITY OF WAYNESVILLE. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR A PUBLIC USE SHALL BE DEEMED TO BE DEDICATED FOR ANY OTHER PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE WAYNESVILLE BOARD OF ALDERMEN IN THE PUBLIC INTEREST.

DATE \_\_\_\_\_ MARK ROWDEN, OWNER  
MARK ROWDEN HOMES, L.L.C.

STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF PULASKI )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_ BEFORE ME APPEARED MARK ROWDEN, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FORGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

ACKNOWLEDGEMENT OF APPROVAL BY PLANNING COMMISSION

THIS IS TO ACKNOWLEDGE THAT THE PLANNING COMMISSION OF THE CITY OF WAYNESVILLE, MISSOURI HAS APPROVED THIS PLAT.

DATE \_\_\_\_\_ CHAIRMAN, PLANNING AND ZONING COMMISSION

ACKNOWLEDGEMENT OF APPROVAL BY CITY COUNCIL

THIS IS TO ACKNOWLEDGE THAT THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI HAS, BY ORDINANCE DULY ADOPTED, APPROVED THIS PLAT AND HAS AUTHORIZED THE SAME TO BE FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, PULASKI COUNTY, MISSOURI.

DATE \_\_\_\_\_ MAYOR

ATTEST:

CITY CLERK

CITY TAX RELEASE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE CITY OF WAYNESVILLE AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN FULL OF \_\_\_\_\_ AND ALL PRIOR YEARS.

DATE \_\_\_\_\_ CITY COLLECTOR

COUNTY TAX RELEASE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF PULASKI AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN FULL OF \_\_\_\_\_ AND ALL PRIOR YEARS.

DATE \_\_\_\_\_ COLLECTOR OF REVENUE

RECORDER'S CERTIFICATE

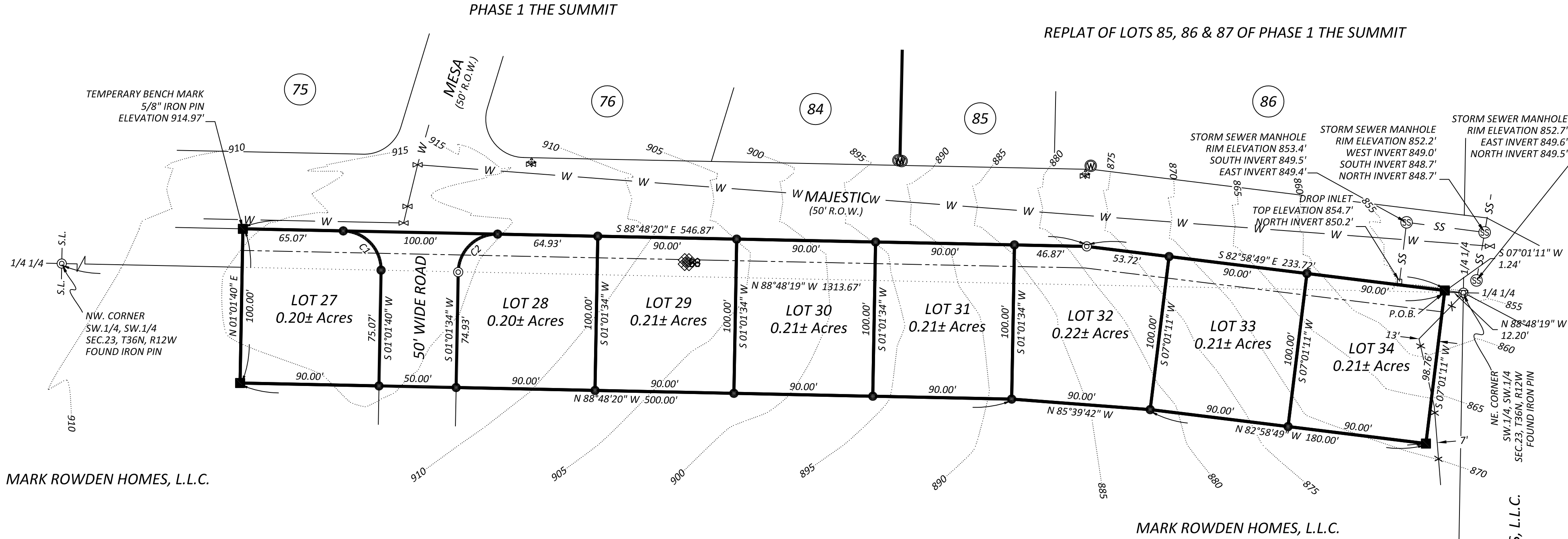
THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, PLAT FILED AT PLAT BOOK NUMBER \_\_\_\_\_, PAGE \_\_\_\_\_.

DATE \_\_\_\_\_ RECORDER OF DEEDS

PROPERTY DESCRIPTION

A part of the West Half of the Southwest Quarter of Section 23, Township 36 North, Range 12 West of the 5th P.M., described as follows: Commencing at the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 23; thence N 88°48'19" W 12.20 feet along the North line of said Southwest Quarter of the Southwest Quarter for the true place of beginning; thence S 07°01'11" W 98.76 feet; thence N 82°58'49" W 180.00 feet; thence N 85°39'42" W 90.00 feet; thence N 88°48'20" W 500.00 feet; thence N 01°01'40" E 100.00 feet to the Southerly right of way line of Majestic; thence S 88°48'20" E 546.87 feet, and S 82°58'49" E 233.72 feet, all along said Southerly right of way line; thence S 07°01'11" W 1.24 feet to the true place of beginning. Subject to all easements of record. Description as per Survey C-9369 made by Carmack Surveying, Inc.

OWNER:  
MARK ROWDEN HOMES, L.L.C.  
20980 ROWDEN LANE  
WAYNESVILLE, MISSOURI 65583



LEGEND

These standard symbols will be found in the drawing.

- CONTOUR LINE
- FENCE LINE
- BUILDING SET BACK LINE
- STORM SEWER LINE
- WATER LINE
- P.O.B. PLACE OF BEGINNING
- P.C.D.R. PULASKI COUNTY DEED RECORD
- SET 5/8" REBAR
- FENCE CORNER
- FOUND IRON PIN
- TELEPHONE RISER BOX
- WATER VALVE
- WATER METER
- SET 1/2" REBAR
- FIRE HYDRANT
- COMMUNICATIONS BOX

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	39.20'	25.00'	S 43°53'20" E	35.30'
C2	39.34'	25.00'	S 46°06'37" W	35.41'

THIS MAP COMPLIES WITH THE  
MISSOURI MAP ACCURACY STANDARD.  
ACCURACY STANDARD IS CLASS 1

CLASS OF PROPERTY: URBAN



SURVEYOR'S NOTES:

- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- PARENT DEED RECORDED IN PULASKI COUNTY DEED RECORD INSTRUMENT NO. 202107024, IN THE RECORDER'S OFFICE OF PULASKI COUNTY, MISSOURI.
- ELEVATIONS ARE ASSUMED FROM GPS OBSERVATION.
- MINIMUM FRONT YARD SET BACK IS 25 FEET FROM CURB, REAR YARD SET BACK IS 25 FEET, SIDE YARD SET BACK IS 10 FEET.
- THERE IS A 10 FOOT UTILITY EASEMENT ALONG BOTH SIDES OF ALL STREETS AND SIDE YARDS, AND 25 FOOT ALONG REAR YARD.
- PROPERTY IS EXPECTED TO BE ZONED TO "R-1" SINGLE FAMILY RESIDENTIAL.
- PROPERTY CONTAINS 1.78± ACRES.

CARMACK SURVEYING, INC.  
1301 HWY. 32  
ROBY, MO. 65657  
PH: 417-458-4798

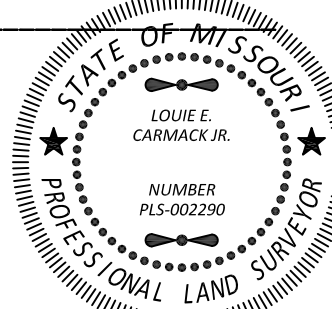
SURVEYOR'S CERTIFICATION

I, LOUIE E. CARMACK JR., MISSOURI REGISTERED LAND SURVEYOR, NO. 2290, DECLARE THAT THE SURVEY SHOWN ON THIS PLAT WAS MADE BY ME OR UNDER MY DIRECTION, AND IS CERTIFIED TO BE IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

C. OF A. NO. 2009021547.

DATE FIELD WORK COMPLETED: 9/20/2021

LOUIE E. CARMACK JR.



SURVEY FOR  
MARK ROWDEN HOMES, LLC

DRAWN RLS	DATE 11/08/21	PULASKI COUNTY, MO
APPROVED LEC	DATE 11/08/21	SEC. 23 T36N, R12W
SCALE 1" = 50'	SHEET 1 OF 1	PROJECT NO. C-9369

**A RESOLUTION APPROVING A PRELIMINARY PLAT OF  
PHASE 2 OF PINNACLE AT THE SUMMIT**

The proposed preliminary plat of subdivision of land within the City of Waynesville, known as Phase 2 of Pinnacle at The Summit has been considered by and approved by the Planning & Zoning Commission of the City of Waynesville.

**PASSED AND RESOLVED BY THE CITY COUNCIL ON THIS 18<sup>TH</sup>, DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk

**AN ORDINANCE APPROVING THE FINAL PLAT FOR  
PHASE 2 OF PINNACLE AT THE SUMMIT;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the proposed plat of subdivision of land within the City of Waynesville, to be known as Phase 2 of Pinnacle at The Summit, has been considered and approved by the Planning & Zoning Commission of the City of Waynesville.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI AS FOLLOWS:**

**Section 1.** The developer requests to approve his final plat. The Planning and Zoning Commission has reviewed the request and approved the final plat of Phase 2 of The Summit on November 9<sup>th</sup>, 2021

**Section 2.** The final plat of Phase 2 of Pinnacle at The Summit, attached hereto and incorporated within this ordinance, is hereby approved.

**Section 3.** The City officials are authorized to indicate on the said plat this approval by the City Council.

**Section 4.** The said plat shall be filed with the Recorder of Deeds of Pulaski County, Missouri, at the cost of the developer.

**Section 5.** That this ordinance shall take full force and effect upon its passage and approval.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18<sup>th</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk





**AN ORDINANCE CHANGING ZONING CLASSIFICATION FOR CERTAIN REAL ESTATE FROM  
C-1 (COMMERCIAL) TO R-1 (SINGLE FAMILY RESIDENTIAL)  
FOR PROPERTY LOCATED AT 1390 STATE ROUTE F IN  
WAYNESVILLE, MISSOURI;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, a petition requesting a change in the zoning classification of the hereinafter described real property located within the City of Waynesville, Missouri has been duly filed by Dr. Jerry Brown with the City Clerk; and

**WHEREAS**, the said petition has been referred to and considered by the Planning and Zoning Commission of the City of Waynesville; and

**WHEREAS**, the Planning and Zoning Commission has conducted a public hearing on the said proposed request for zoning classification; and

**WHEREAS**, notice of the said public hearing (including a description of the real estate involved and of the proposed changes in the zoning classification of such real estate) has been given by legal notice published in the Dixon Pilot, a newspaper having general circulation in Pulaski County, Missouri, which legal notice was published at least fifteen days prior to the date of said public hearing; and

**WHEREAS**, the City Council has considered the request and recommendation of the Planning and Zoning Commission submitted following the said public hearing; and

**WHEREAS**, no protest against such proposed change has been made in the manner provided by law; and

**WHEREAS**, the proposed rezoning will not adversely affect the safety, traffic and general welfare of the City and, in fact, the proposed rezoning will enhance the general welfare of the City; and

**WHEREAS**, the City Council hereby determines that it is the best interest of the City for the requested changes in zoning classification to be approved.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI AS FOLLOWS:**

**SECTION 1.**

The zoning classification of the real property described in Exhibit "A" which is attached hereto and made apart hereof by reference as fully as if set forth herein hereby changed from its present classification of Commercial (C-1) to the new classification of Single Family Residential (R-1).

**SECTION 2.** This Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.**

---

Clarence Liberty, Mayor Pro-Tem

ATTEST:

---

Michele Brown, City Clerk





# THE CITY OF WAYNESVILLE

Public Works/Building Department

100 Tremont Center  
Waynesville, MO. 65583  
Phone: (573) 774-6171

## REZONING REQUEST APPLICATION

Date:

10-7-2021

PROPERTY LOCATION:

1390 State Route F

### APPLICANT INFORMATION

Applicant Name:

Jerry Brown

Phone:

573-528-2142

Homeowner:



Yes



No

Applicant's Address:

1390 State Route F

Applicant's Legal Interest in the Property:

own free and clear with all building

### OWNER INFORMATION

Name: (If different from applicant)

J & J Vision Center

Deed Reference No:

20055112

Address: (If different from applicant)

Date Property Acquired:

Jun 30, 2005 7:00 PM

### PROPERTY INFORMATION

Tax Map Number:

0506567001

Parcel Number:

109030000000012001

Area (square feet or acres):

2.4 Ac

Current Land Use Classification:

C1

### ZONING REQUEST INFORMATION

Existing Zone:

C1

Requested Zone:

R1

Reason for zoning change and a statement regarding the changing conditions, in the area and in the City, that makes the proposed rezoning request reasonably necessary to the promotion of the public health, safety and general welfare of the public:

I have closed my Optometry Practice and now reverting to private home

**PROPERTY OWNERS WITHIN 185 FEET**

List the adjoining property owners within 185 feet of the property in question. **Note: where the property is bound by a street, alley, stream or similar boundary, the land owner across such boundary shall also be considered an adjoining land owner.**

To find listings of adjoining property owners, follow these steps:

1. Go to the Pulaski County Assessor's Office at 301 Historic Route 66 East, Suite 117, show the attendant the parcel number of the property and ask the clerk to look up the owner's names, parcel numbers and addresses for the lots within 185 feet on all sides of the property.
2. Access Pulaski County's GIS mapping system at [Pulaski County GIS](#) and search for the property either by address, owner name or parcel number. Note all of the properties that surround the property by clicking on each plot. You may access a report regarding each plot which will list the owner's name and the parcel number of the property. Note if no address is listed.

**PLEASE NOTE: ACCURACY IS VERY IMPORTANT. IF SOMEONE WITHIN 185 FEET OF THE PROPERTY IN QUESTION FAILS TO GET NOTIFIED, THE REQUEST MAY BE VOIDED EVEN IF THE COMMISSION VOTES IN YOUR FAVOR. APPLICATIONS WILL NOT BE ACCEPTED WITHOUT THE PROPER ADDRESS LIST.**  
(Use additional sheets if necessary)

NAME	PARCEL NUMBER	ADDRESS
REZNICEK HOLDINGS LLC	109030000000014000	1400 STATE ROAD F
CITY OF WAYNESVILLE	109030000000012000	100 Tremont Center
WAYNESVILLE R-VI SCHOOL DIST	109030000000013000	200 Fleetwood Dr.

**LEGAL DESCRIPTION AND OWNER/AGENT STATEMENT****Legal Description: (Attach additional pages if necessary)**

(Metes and bounds description accompanied with a plat or survey of the parcel)

To Wit:

PT N1/2 LOT 2 NW1/4 of section 30 Township 36N, Range 11W

See attached

**Owner/Agent Statement:**

I, Jerry Brown being the Owner or the Agent acting on behalf of the Owner, request that the attached application for re-zoning request, for the property located at 1390 State Route F, be placed on the agenda of the Planning & Zoning Committee meeting scheduled for \_\_\_\_\_.

Furthermore, I verify that all of the information presented by me in this application is accurate to the best of my knowledge, information and belief. I authorize the City of Waynesville to place a sign on the property in question for the purpose of alerting the General Public of my request, no less than seven (7) days prior to the meeting.

Lastly, I understand that failure to address any item in these requirements may result in the rezoning request not meeting the minimum requirements of the Planning & Zoning Commission. If that is the case, I understand that the application will be returned to me for revision and resubmission at the next regularly scheduled meeting of the Planning & Zoning Commission.

**Note: Agents acting on behalf of the property owner(s) must submit a notarized letter from the property owner(s) which gives them the authority to act on their behalf.**

Signature of Applicant:

Date:

10-7-2021

FOR OFFICE USE ONLY

Received By \_\_\_\_\_

Date \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Approved \_\_\_\_\_

Resubmission \_\_\_\_\_

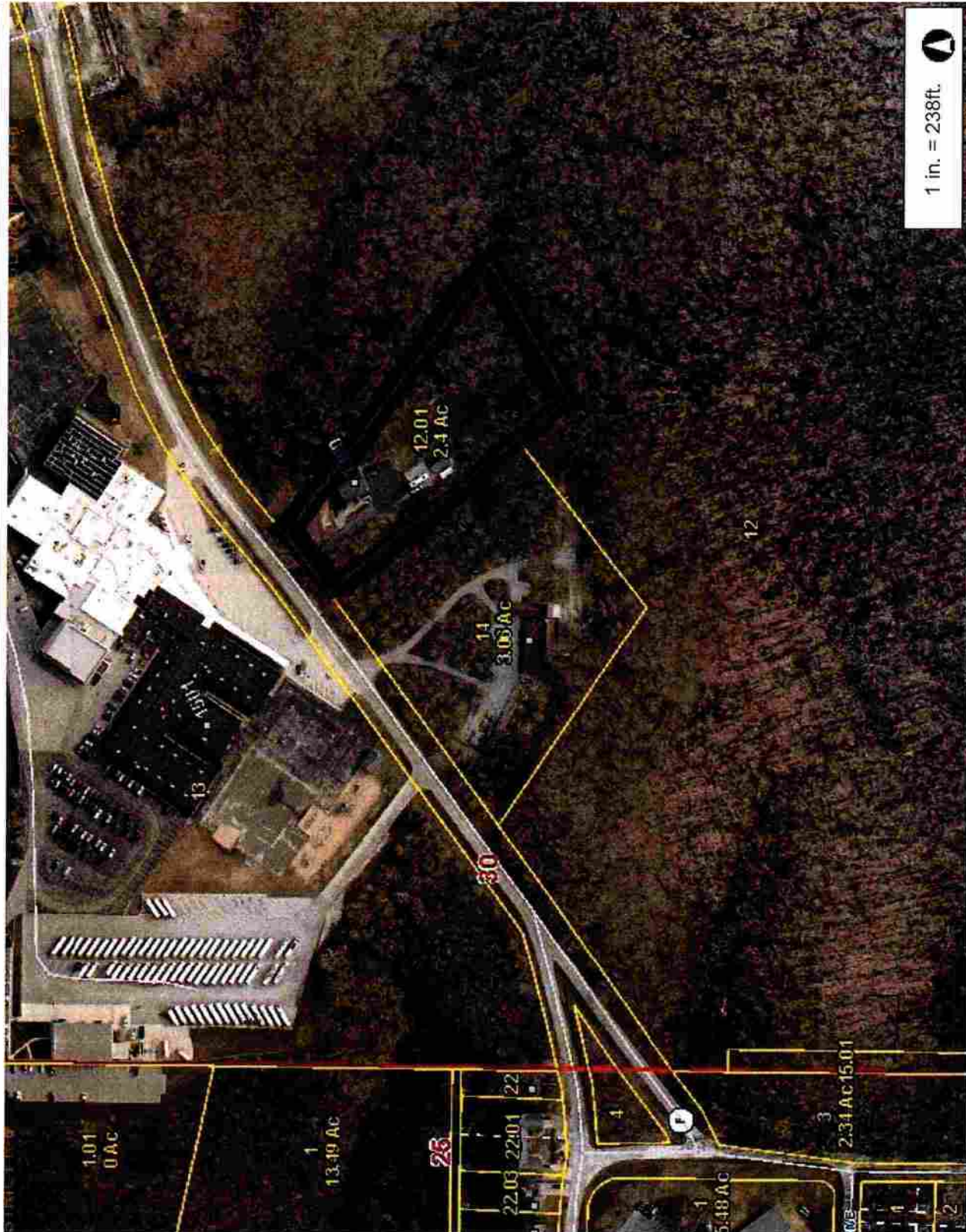
Date of Final Decision \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_



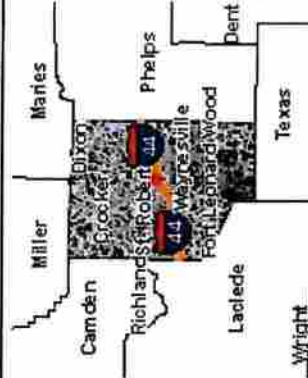
# Pulaski County, MO



1 in. = 238ft.

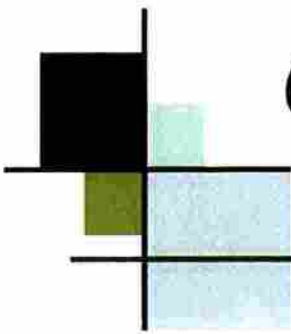
This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Interstate
  - Road
  - Address Point
  - Corporate Limit
  - Parcel
  - Parcel Number/Acres
  - Lot
  - Stream
  - Water Boundary
  - Section
  - County Boundary

Notes



# *City of Waynesville*

**Preserving the Past - Planning for the Future**

100 Tremont Center Waynesville, MO, 65583

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## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that a Public Hearing will be held by the Waynesville Planning & Zoning Committee at the City Council Chambers in City Hall, 100 Tremont Center, Waynesville on November 9, 2021 at 5:30 p.m.

The purpose of this hearing is to consider a Rezoning Request from a C-1 Zoning (Neighborhood Commercial) to a R-1 Zoning (Single Family Residential). The proposed Rezoning is to revert closed Optometry Practice to private home located at 1390 State Route F, Waynesville, MO.

Any person interested in the matter may appear at the Public Hearing and present testimony or other evidence. After a Public Hearing, the Planning and Zoning Commission may, at its option, make a recommendation on the Rezoning Request to be presented to City Council.

Nathan Carmon  
City Of Waynesville  
Building Official  
[Building2@waynesvillemo.org](mailto:Building2@waynesvillemo.org)





**UTILITY COMMITTEE MEETING  
SUMMARY REPORT  
November 2, 2021 3:30 PM**

**Attendance:**

**Board:** Councilman Ed Conley, Councilman Sean Wilson, Councilman Rob Rice, Mayor Brown

**Staff:** John Doyle, Michele Brown, Jack Eldredge, Joe York, Amber Box, Miriam Jones, Tracey York

**Visitors:** Craig Woycheese, Randy Brown, Keith Pritchard

- **Call to Order** – Councilman Conley called the meeting to order at 3:30 pm.
- **Oct 5, 2021** – Councilman Rice made the motion to approve the meeting minutes and Councilman Wilson seconded. Motion passed.
- **TOTH Engineering – Rate Study**  
Representative from TOTH Engineering presented the utility committee a *Water and Wastewater Departments Cost of Service Studies* for the City of Waynesville. Craig Woycheese from TOTH discussed in detail the study with the utility committee and this review revealed the current rates charged by the City for water and wastewater are not sufficient of the costs incurred by the City for providing such services. A lot of valuable information was received and Mr. Doyle would like for the utility committee to review the study and come back in January with options to consider.
- **Final Budgets – Electric, Water, Sewer & Natural Gas**  
Mr. Doyle presented the committee with the *2022 Final Budget Worksheet* to look over and review before it is submitted to finance committee for approval to go to council.
- **Solar Farm Contract/Agreement -**  
Mr. Doyle presented the committee with a solar farm contract/agreement draft *Ordinance Authorizing and Approving Assignment and Assumption of Interconnection and Operating Agreement Related to Solar Farm* where MJMEUC (Missouri Joint Municipal Electric Utility Commission) will be purchasing the solar farm. This solar farm along with three others will be purchased by MJMEUC this year. Councilman Rice made the motion to approve the agreement and move forward to City Council for approval. Councilman Wilson seconded and all were in favor. Motion passed.
- **Department Updates (If Time Allowed)**
  - Electric Dept** – Electric department had 3 power outages, 4 street lights, 4 trees, 2 miscellaneous, 3 new services, and 2 temp electrics for the month of October. A few major highlights included: Worked on Right of Way Clearing. Serviced all of the departments trucks and equipment. With the subdivision expansion in the Summit Pass area, there was a need to switch some load from one feeder to another feeder. Changed out pole on Olive Street and set a new pole behind new parking lot for Little Heroes Playground. Doing a lot of house cleaning around the shop area. No trips on our single phase reclosures. This means all of the tree trimming we have been doing over the past two years is starting to pay off!!
  - Water/Sewer Dept** – Mr. Eldredge stated that his department had 8 water work orders, replaced 5 meters, repaired 2 service lines and replaced one setter. The department also had 3 sewer work orders and jetted 1 service. Vac truck is in the shop, removed UV's out of the plant for the winter season, cleared out brush along the backside of the plant, sent 3 employees to water and wastewater conference at the Lake and to begin installing sewer in the Pinnacle Subdivision this week.
  - Natural Gas Dept** – Mr. York stated that his department was short staffed for about two weeks due to illness, but Mr. Lopez kept things running like normal, replaced riser at 911 Center along with sidewalk and to begin installing natural gas in the Pinnacle Subdivision. October the department has worked a lot of dig rites along with natural gas start ups for the winter season.
- **Other Business**
  - a. **Utility Relief Program** – Mr. Doyle presented the committee with a copy of *Ordinance #2493 – Amending the Utility Bill Relief Program* along with information for our customers who seek assistance to come in and apply for this program that is funded by the American Rescue Relief Plan Act. This funding will be allocated to low-income or disproportionate households only.
  - b. **Home Energy Efficiency Improvement Program** – Mr. Doyle also presented to the committee *Ordinance #2492 – Establishing Grant Funding for Energy Efficient Home Repairs* and comprehensive guide to the requirements, rules and regulations of the City's premiere home improvement reimbursable grant program that was created by the ARPA Grant Funding Board. This is available for our customers to apply for funding through the City of Waynesville.

Mr. Doyle stated there was a need for a closed session in accordance with RSMo 610.021 (1) Legal. Councilman Wilson move to go into closed session for that purpose and was seconded by Councilman Rice. All were in favor. Motion passed and committee entered into closed session at 4:32 pm.

Committee came out of closed session at 5:01 pm

Having no further business, the meeting was adjourned by Councilman Conley at 5:01 pm.

*The next scheduled meeting will be January 4, 2022 @ 3:30 PM*

**AN ORDINANCE AUTHORIZING AND APPROVING ASSIGNMENT AND ASSUMPTION OF INTERCONNECTION AND OPERATING AGREEMENT RELATED TO SOLAR FARM**

**WHEREAS**, the City of Waynesville (the “City”) supports and encourages the development of solar power as an energy source within the City; and

**WHEREAS**, the City, Waynesville Municipal Utilities, MCP-Waynesville, LLC and Gardner Capital Solar Development, LLC are parties to a certain Amended and Restated Interconnection and Operating Agreement dated October 15, 2015 (the “Interconnection Agreement”) for the purpose of interconnecting the electricity generating facility with the City’s distribution system currently located at 24702 Royal Oak Lane within the City (the “Solar Farm”); and

**WHEREAS**, Gardner Capital Solar Development, LLC and MCP-Waynesville, LLC wish to assign their rights in the Interconnection Agreement to Solar Projects, LLC and Gardner Capital Solar Development, LLC; and

**WHEREAS**, the City, as landlord, and MCP-Waynesville, LLC, as tenant, are parties to that certain Solar Energy Site Lease dated February 22, 2016 (the “Site Lease”); and

**WHEREAS**, the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”) wishes to purchase the personal property located at the Solar Farm from Solar Projects, LLC and Gardner Capital Solar Development, LLC and take an assignment of MCP-Waynesville, LLC’s rights and obligations under the Site Lease; and

**WHEREAS**, upon MJMEUC’s purchase of such personal property, MJMEUC will assume all of the rights and responsibilities as “Interconnection Customer” under the Interconnection Agreement, as contemplated by Section 4.3 of the Interconnection Agreement; and

**WHEREAS**, to facilitate the continued connection of the Solar Farm with the City’s distribution system, the City desires to ratify MJMEUC’s assumption of the Interconnection Agreement; and

**WHEREAS**, upon MJMEUC’s purchase of such personal property, MJMEUC will assume all of the rights and responsibilities as “Tenant” under the Site Lease; and

**WHEREAS**, certain amendments to the Site Lease are necessary to comply with Missouri law upon MJMEUC’s assumption of the tenant’s obligations under the Site Lease; and

**WHEREAS**, to facilitate the continued connection of the Solar Farm with the City’s distribution system, the City desires to ratify MJMEUC’s assumption of the Interconnection Agreement and approve amendments to the Site Lease, upon MJMEUC’s assumption thereof.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI AS FOLLOWS:**

**SECTION 1. CONSENT TO ASSIGNMENT.** The City hereby acknowledges and consents to the assignment of the Interconnection Agreement by Gardner Capital Solar Development, LLC and MCP-Waynesville, LLC

to Solar Projects, LLC and Gardner Capital Solar Development, LLC, and the further assignment of the Interconnection Agreement to MJMEUC.

**SECTION 2. RATIFICATION OF ASSUMPTION.** The City hereby acknowledges and ratifies the assignment and assumption by MJMEUC of the Interconnection Customer's rights in the Interconnection Agreement, upon MJMEUC's purchase of the Solar Farm.

**SECTION 3. CONSENT TO AMENDMENT OF SITE LEASE.** It is in the best interest of the City in order to further the objectives of solar energy development in the City to enter into the First Amendment to Solar Energy Site Lease, attached hereto as **Exhibit A** and incorporated herein, with MJMEUC.

**SECTION 4. AUTHORITY GRANTED.** The Mayor is hereby authorized and directed to take such further action related to the Interconnection Agreement as is otherwise necessary or desirable to carry out and comply with the intent of this agreement on behalf of the City.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNESVILLE, MO THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.**

---

Dr. Jerry Brown, Mayor

ATTEST:

---

City Clerk

## EXHIBIT A

### FIRST AMENDMENT TO SOLAR ENERGY SITE LEASE

**THIS FIRST AMENDMENT TO SOLAR ENERGY SITE LEASE** (this "First Amendment") is

made as of 2021 (the "Effective Date") by and between **THE CITY OF WAYNESVILLE, MISSOURI**, a municipal corporation ("Landlord"), and the **MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**, a Missouri joint utility commission ("MJMEUC" or "Tenant") and amends and supplements that certain Solar Energy Site Lease (the "Original Lease") made as of February 22, 2016 by and between the Landlord and MCP-Waynesville, LLC, a Missouri limited liability company, as tenant.

### RECITALS

- A. Contemporaneously with the effectiveness of this First Amendment, MCP-Waynesville, LLC assigned its interest under the Original Lease to Gardner Solar Projects, LLC, and Gardner Solar Projects, LLC subsequently assigned its interest under the Original Lease to MJMEUC.

The real property subject to this First Amendment and the Original Lease is described on Exhibit A hereto.

The parties desire to amend certain terms of the Original Lease in order to comply with Missouri law regarding the permissible rights and obligations of joint utility commissions.

### AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Landlord and Tenant agree as follows:

- A. *Representations and Warranties of* Landlord. Landlord hereby represents and warrants as follows:
  - 1. The Original Lease (attached hereto as Exhibit B) is in full force and effect and has not be amended or supplemented.

2. All rental payments due pursuant to Paragraph 3 of the Original Lease have been paid in full and no rental payments are due and owing to Landlord.
  3. Landlord reaffirms to Tenant that all representations, warranties and covenants set forth in Paragraph 7 of the Original Lease are true and correct as of the date of this First Amendment.
- B. *Commercial Operations Date.* The parties hereby agree that the Commercial Operations Date of the Generating Facility was July 28, 2016.
- C. *Payments; Non-appropriation.* Tenant is obligated only to make payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Tenant's then current fiscal year, or otherwise from the Tenant's revenues related to operation of the Generating Facility. Should Tenant fail to budget, appropriate or otherwise make available funds sufficient to make any payments required during the then current fiscal year, this Lease will be deemed terminated at the end of Tenant's then current fiscal year. If this Lease is terminated in accordance with this Section, Tenant agrees to transfer possession of the Site to Landlord, except that notwithstanding termination of this Lease, Tenant shall be permitted to remove the Generating Facility from the Site or the Easement Lands pursuant to Paragraph 9 of the Original Lease
- D. *Liability and Indemnity.* The parties agree that the obligations contained in Paragraph 7 of the Original Lease to indemnify the Indemnified Party shall be limited to the extent permitted by applicable law. Furthermore, Landlord agreed that the obligations of MJMEUC to Landlord under Paragraph 7 shall only extend to losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person occurring on or after the Effective Date of this First Amendment, and MJMEUC shall have no liability or obligation to indemnify Landlord for actions or events which occurred prior to MJMEUC's lease of the Site or the Easement Lands pursuant to the terms of this First Amendment.
- E. *Notice Address.* All notices or other communications required or permitted to be given under the Original Lease shall be sent to Tenant as follows:

Missouri Joint Municipal Electric Utility Commission

Attention: President and CEO

1808 I-70 Drive, SW

Columbia, MO 65203

Email: [contractnotices@mpua.org](mailto:contractnotices@mpua.org)

- F. *Recording.* This First Amendment, or a memorandum thereof, may be recorded in the real estate records of Pulaski County, Missouri.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**LANDLORD:**

**CITY OF WAYNESVILLE, MISSOURI**

My Commission Expires:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF MISSOURI )

)ss.

COUNTY OF PULASKI )

)

On this 18<sup>th</sup> day of November, 2021, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of the **City of Waynesville, Missouri**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Missouri, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name

My Commission Expires:

Signature



**TENANT:**

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

**STATE OF MISSOURI**            )  
  )SS.  
**COUNTY OF PULASKI**        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of the **Missouri Joint Municipal Electric Utility Commission**, a joint utility commission duly authorized, incorporated and existing under and by virtue of the laws of the State of Missouri, and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said entity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the and year last above written.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

My Commission Expires:

## **EXHIBIT A**

### **PROPERTY**

All of that certain real property in the City of Waynesville, Pulaski County, Missouri, described as follows:

All that part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 36 North, Range 12 West of the 5<sup>th</sup> P.M. described as follows: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 33; thence South 88°41'46" East, 1332.87 feet along the North line of the Northwest Quarter of the Southeast Quarter; thence South 00°52'16" West, 771.60 feet along the East line of the Northwest Quarter of the Southeast Quarter; thence North 89°59'59" West, 1335.08 feet to the West line of the Northwest Quarter of the Southeast Quarter; thence North 01°01'14" East, 801.95 feet along said West line to the point of beginning.

All of that certain real property in the City of Waynesville, Pulaski County, Missouri, described as follows:

A 30.0 foot wide Ingress/Egress and Utility Easement in the West Half of the Southeast Quarter of Section 33, Township 36 North, Range 12 West of the 5<sup>th</sup> P.M. lying 15.0 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 33; thence South 00°52'16" West, 771.60 feet along the East line of the Northwest Quarter of the Southeast Quarter; thence North 89°59'59" West, 194.25 feet to the Point of Beginning; thence South 02°49'43" East. 112.60 feet; thence South 03°02'31" West, 61.03 feet; thence South 06°49'18" East. 55.27 feet; thence South 11°40'27" West, 43.59 feet, thence South 38°48'29" West. 124.80 feet; thence South 04°26'39" East, 64.09 feet; thence South 18°12'12" East. 184.12 feet thence South 42°51'01" East. 75.23 feet; thence South 30°27'20" East. 105.16 feet; thence South 72°43'22" East, 62.36 feet; thence South 81°48'05" East. 33.15 feet to the East line of the West Half of the Southeast Quarter and the Ending Point of said Centerline.

**CERTIFICATE REGARDING INTERCONNECTION AGREEMENT AND SITE LEASE**

I, the undersigned [City Clerk] of the City of Waynesville, Missouri, do hereby certify as follows:

1. Attached hereto as **Exhibit A** is a true and complete copy of the Amended and Restated Interconnection and Operating Agreement dated October 15, 2015 (the "Interconnection Agreement").

2. The Interconnection Agreement has not been further amended or repealed and is in full force and effect.

3. No event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute, an event of default under the Interconnection Agreement.

4. Attached hereto as **Exhibit B** is a true and complete copy of the Solar Energy Site Lease dated February 22, 2016 (the "Site Lease").

5. The Site Lease has not been further amended or repealed (except pursuant to that certain First Amended Solar Energy Site Lease between the City of Waynesville, Missouri and the Missouri Joint Municipal Electric Utility Commission approved pursuant to Ordinance No. \_\_\_\_\_ adopted by the City Council on \_\_\_\_\_, 2021) and is in full force and effect.

6. No event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute, an event of default under the Site Lease.

Date: December \_\_\_, 2021

**CITY OF WAYNESVILLE, MISSOURI**

\_\_\_\_\_  
[City Clerk]

Acknowledged and Agreed:

**SOLAR PROJECTS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: December \_\_\_, 2021

**GARDNER CAPITAL SOLAR DEVELOPMENT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: December \_\_\_, 2021

**Exhibit A**

**Interconnection Agreement**

**INTERCONNECTION AND OPERATING AGREEMENT**  
**By and Between**  
**The City of Waynesville, Missouri and Waynesville Municipal Utilities**  
**And**  
**MCP-Waynesville, LLC**  
**For The**  
**Waynesville, Missouri Photovoltaic Generating Facility**

This INTERCONNECTION AND OPERATING AGREEMENT ("Agreement") is entered into this 15<sup>th</sup> day of October, 2015, by and between the City of Waynesville, Missouri and Waynesville Municipal Utilities (hereinafter "City") and MCP-Waynesville, LLC (hereinafter "Interconnection Customer") (collectively "Parties").

**WHEREAS**, City owns, operates and maintains a municipal electric utility system in Waynesville, Missouri ("Distribution System"), and is a full-requirements member of the Missouri Public Energy Pool # 1 ("MoPEP") operated by Missouri Joint Municipal Electric Utility Commission ("MJMEUC"); and

**WHEREAS**, Interconnection Customer intends to install, own and operate a nominal 3.2 megawatt DC (3.2 MW) photovoltaic electric generating facility located within the City's Distribution System ("Generating Facility"); and

**WHEREAS**, Interconnection Customer and City have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with City's Distribution System and to establish the Parties' respective operating requirements, responsibilities, and protocols; and

**WHEREAS**, MC Power Companies, Inc. intends to transfer ownership of MCP-Waynesville, LLC to Gardner Capital, Inc. ("Gardner") upon completion of the installation of the Generating Facility, as a result of which Gardner will become an additional party hereto as provided below; and

**WHEREAS**, MJMEUC has entered into a Master Renewable Power Purchase Agreement with MC Power Companies, Inc., the current owner of Interconnection Customer, for the sale and purchase of all output, capacity and net energy from solar generating facilities located in various MoPEP cities, including the Generating Facility; and

**WHEREAS**, in connection with the transfer of ownership of MCP-Waynesville, LLC to Gardner Capital, Inc. or its affiliate, it is intended that MJMEUC, MCP-Waynesville, LLC and Gardner Capital, Inc. will enter into a Renewable Power Purchase Agreement ("PPA") relating solely to the Waynesville Generating Facility, substantially in the form attached hereto as Annex A, which will supersede and terminate the Master Renewable Power Purchase Agreement solely as it relates to the Waynesville Generating Facility.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants set forth herein, the Parties agree as follows:

**1.0 Purpose; Definitions.**

1.1 The Parties have entered into this Agreement to govern the terms and conditions under which the Parties will interconnect and Interconnection Customer will operate the Generating Facility in parallel with the City's Distribution System. The technical requirements for interconnection are described in Annex C.

1.2 All capitalized terms used herein shall have the meaning set forth in the attached Glossary of Terms at Annex B, or if not defined therein, the meaning set forth in the PPA. In the event that the PPA is terminated as a result of MJMEUC exercising its rights under Section 2.9 of the PPA, the definitions set forth in the PPA that are used herein will be incorporated herein and continue to apply notwithstanding the termination of the PPA.

**2.0 Facility Specifications.** Attached as Annex C are Specifications for: a) the Generating Facility that Interconnection Customer proposes to design, construct, purchase, and own to interconnect with the City's Attachment Facilities to the Distribution System, including all equipment needed to make such connection; and b) the Attachment Facilities to be designed, constructed, purchased, and owned by City that will interconnect the Generating Facility to City's Distribution System to ensure the Distribution System's receipt of power from the Generating Facility. Interconnection Customer represents and warrants that, upon completion of construction of its facilities, it will own or control the Generating Facility identified in the Specifications attached hereto. City represents and warrants that, upon completion of construction or installation of the Attachment Facilities identified in the Specifications attached hereto, it will own or control the Distribution System as well as the Attachment Facilities. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations and Good Utility Practice.

**3.0 Maintenance and Repair.** Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the Facilities that it now owns or subsequently may own. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its Facilities, lines and appurtenances on its side of the point of change of ownership, the Point of Delivery. The City shall provide, at its expense, Attachment Facilities and/or other interconnection facilities that adequately protect the Distribution System, personnel, and other persons from damage and injury.

**4.0 Effective Date; Term.**

4.1 This Agreement shall become effective on the date it is executed by the Parties.

4.2 Interconnection service shall commence when all Interconnection Facilities and the Generating Facility have been constructed or installed, tested, and determined

to be operating properly as a part of the testing protocol that will determine the Commercial Operation Date under the PPA.

- 4.3 Unless terminated earlier in the event of default pursuant to Article 20.0 or by mutual agreement of the Parties, this Agreement shall terminate as of the date of termination of the PPA; provided, however, that if the PPA is terminated by exercise of MJMEUC's right to purchase the Generating Facility thereunder, pursuant to Section 2.9 of the PPA, MJMEUC will become the Interconnection Customer and this Agreement shall continue and remain in effect until terminated by the mutual agreement of City and MJMEUC (or until terminated by either City or MJMEUC in the event of default).
- 4.4 Upon termination of this Agreement due to default, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the defaulting Party. If the Parties mutually agree to terminate this Agreement and to disconnect the facilities, the Parties shall work together in establishing the cost responsibility for disconnection.
- 4.5 Upon termination of this Agreement, if Interconnection Customer is not in default and intends to continue operating the Generating Facility, City shall work with Interconnection Customer to develop reasonable, non-discriminatory rates, terms and conditions for interconnection and Wheeling Service over the facilities owned by City to permit Interconnection Customer to deliver energy from the Generating Facility to points outside of the City's Distribution System; no sales of energy from the Generating Facility shall be made to third parties located within the City's retail service area.
- 4.6 The termination of this Agreement shall not relieve the Parties of their liabilities and obligations owed or continuing at the time of the termination.
- 4.7 The provisions of this Section 4 shall survive termination or expiration of this Agreement. More generally, this Agreement shall continue in effect after termination to the extent necessary to provide for any final billings and payments for costs incurred hereunder; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the property or realty owned by the other Party to enable it to disconnect, remove or salvage its own facilities and equipment, to the extent permitted hereby.

5.0 [Intentionally omitted]

**6.0 Provision of Interconnection Service.**

- 6.1 It is understood and agreed that the interconnection service provided hereunder is limited to the Distribution System, and that if Interconnection Customer wishes to



obtain interconnection and/or transmission service on any transmission facilities owned by third parties, additional studies and/or facilities may be required, and Interconnection Customer shall bear all related costs.

- 6.2 The City represents that it has determined the nominal 3.2 Megawatt (3.2 MW) size of the Generating Facility to be installed to ensure the Distribution System has the capacity and ability to accept all power generated.

## **7.0 Facilities Design.**

- 7.1 The City represents that it will coordinate with Interconnection Customer to analyze, design, and construct all Attachment Facilities necessary to permit the Distribution System to receive the total output of the Interconnection Customer's Facility as contemplated in the PPA. The City agrees to waive any fees in excess of \$10,000 for plan review, building permits and all other fees associated with land use or disturbance, zoning and construction of the Generating Facility.
- 7.2 The City represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the PPA and this Agreement.
- 7.3 Parties acknowledge that Interconnection Customer has relied on the representations and values provided by City and has designed the Generating Facility accordingly. Likewise, City has relied on Interconnection Customer's commitment that the capacity of the Generating Facility will not exceed 3.52 MW DC capacity in determining the Interconnection Facilities that will be required. City shall have no obligation to modify its Distribution System to accommodate a higher capacity of the Generating Facility.
- 7.4 Each Party warrants that its respective facilities will be designed, constructed, operated and maintained in accordance with Good Utility Practice.
- 7.5 If limitations on the Distribution System, arising from an intentional act or omission by the City, its employees, contractors or authorized agents, including, but not limited to, disconnecting the Generating Facility from the Distribution System or taking any other action to prohibit, limit, reduce or diminish the transfer of energy deliveries from the Generating Facility to MJMEUC (other than those actions necessary to complete repairs or upgrades to the Distribution System or to address an Emergency Condition), result in reductions or interruptions of energy deliveries to MJMEUC under the PPA, the City shall pay Interconnection Customer the difference between the amount actually due from MJMEUC and the amount that would have been due from MJMEUC under the PPA but for the City's actions to prohibit, limit, reduce or diminish the capability of the Distribution System to deliver output of the Generating Facility to MJMEUC.

## **8.0 Construction and Cost Responsibility.**



- 8.1 Interconnection Customer shall design, construct, and pay all costs associated with the interconnection on the Project Site of the Generating Facility to the Attachment Facilities at the Point of Delivery. Subject to Section 14.2, City shall be responsible for and pay all costs from the Point of Delivery to the Distribution System.
- 8.2 Upon reasonable notice to and supervision by a Party, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party's facilities and equipment, to the extent permitted hereunder, upon termination of this Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 8.3 The Parties will keep each other advised periodically as to the progress of their respective efforts and responsibilities. Either Party may, at any time, request a progress report from the other Party.

## 9.0 Interconnection Specifications.

- 9.1 Point of Interconnection. The point of interconnection between the Interconnection Customer and the City shall be at the point on the Project Site where electric power from the Generating Facility is received by the Attachment Facilities as identified on the one-line diagram attached as Annex D to this Agreement. This is the Point of Delivery (also referred to as the Delivery Point) specified and defined in the PPA.
- 9.2 List and Ownership of Interconnection Facilities. The respective Interconnection Facilities to be constructed and associated ownership of the components thereof are identified in the Specifications attached to this Agreement as Annex C.
- 9.3 Applicable Technical Standards. The technical requirements and standards that apply to (a) the Generating Facility and (b) the associated Interconnection Facilities are identified in the Specifications attached to this Agreement.

10.0 **Metering.** Interconnection Customer shall be responsible for the reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of revenue-quality metering and data acquisition equipment. The metering and data acquisition equipment shall be installed at the Point of Delivery pursuant to Article III of the PPA. City shall permit MJMEUC to install check metering equipment if it elects to do so pursuant to Section 3.1 of the PPA. The metering (and data acquisition, as required) equipment shall conform to applicable industry rules and operating requirements, and shall be subject to the duties and obligations relating to metering equipment contained in the PPA.

11.0 **Equipment Testing and Inspection.**

11.1 Prior to the Commercial Operation Date, City shall test its Interconnection Facilities and Interconnection Customer shall test the Generating Facility to ensure their safe and reliable operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Each Party shall bear the cost of all such testing and modifications with respect to its own facilities.

11.2 Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be required by Good Utility Practice.

11.3 Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party shall have the right, at its own expense, to observe such testing.

12.0 **Temporary Disconnection.** Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

12.1 Under Emergency Conditions, the City may immediately suspend interconnection service and the Party whose equipment is experiencing an Emergency Condition may temporarily disconnect the affected equipment.

12.2 Each Party shall notify the other Party promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect service under this Agreement or the PPA. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action. The Party making the claim shall use Reasonable Efforts to coordinate with the other Party and minimize any reduction or temporary disconnection of the Generating Facility.

12.3 Each Party may in accordance with Good Utility Practice and in coordination with the other Party remove from service any of its respective Interconnection Facilities, the Distribution System, or the Generating Facility as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. To the extent feasible, routine maintenance requiring disconnection should occur between sunset and sunrise. In all circumstances, a Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

13.0 **Assignment/Joinder.** This Agreement may be assigned upon prior written notice to and obtaining the consent of the other Party, provided that all permitted successors and assigns shall be subject to all rights and obligations contemplated herein:

13.1 Notwithstanding the foregoing, the Interconnection Customer shall have the right to assign this Agreement, without the consent of the City, for collateral security purposes to aid in providing financing for the Generating Facility as provided in Section 10.1 of the PPA, provided that the Interconnection Customer will promptly notify the City of any such assignment.

13.2 Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

13.3 The City acknowledges and hereby consents to the terms of MJMEUC's option to purchase the Generating Facility as specified in Section 2.9 of the PPA.

13.4 Contemporaneously with the transfer of ownership of MCP-Waynesville, LLC, the new owner of MCP-Waynesville, LLC shall execute and deliver to City and MJMEUC a joinder in the form attached hereto as Annex E, making the new owner of MCP-Waynesville, LLC an additional party hereto, such that MCP-Waynesville, LLC and its new owner will together constitute the Interconnection Customer. Notwithstanding any other provision of this Agreement, any such transfer of ownership of MCP-Waynesville, LLC without delivery of the required joinder, which is not cured within thirty (30) days after notification by City, shall constitute an event of default by Interconnection Customer, and City shall have the right to terminate this Agreement upon 30 days' written notice.

14.0 **Modifications After Commercial Operation.**

14.1 If a Party seeks to undertake a modification to its facilities that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other

Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. Unless action is required more expeditiously to address an Emergency Condition or otherwise for reliable operation of the Distribution System, the Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

14.2 In the case of Generating Facility modifications, City shall provide, within thirty (30) days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System or City's Interconnection Facilities, or other modifications or upgrades necessitated by such proposed modifications to the Generating Facility, and a good faith estimate of the costs thereof. Interconnection Customer shall be responsible for costs of all such modifications or upgrades due to Generating Facility modifications identified after approval of the Final Design of the Generating Facility and Interconnection Facilities by both Parties.

14.3 Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this Agreement and Good Utility Practice.

15.0 **Indemnity.** The Parties hereby mutually indemnify and hold harmless each other from liability as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 16.0.

15.1 Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions against each other or relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties or to each other, arising out of or resulting from the indemnifying Party's negligent or intentional action or inaction or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

15.2 If a Party is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

- 15.3 If a Party is obligated to indemnify and hold any indemnified Party harmless under this article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 15.4 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.
- 15.5 Each Party shall obtain insurance from a financially reputable insurer licensed to do business in the State of Missouri in the forms and amounts listed in Annex F. Each party shall name the other party as an "Additional Insured" on such policies and provide each other with certificates of insurance evidencing that all of the required coverages are in force and have been endorsed to provide that no policy will be cancelled or materially altered without first giving the Additional Insured thirty (30) days' advance notice.
- 15.6 In addition to the mutual indemnities, the City, pursuant to the [ordinance of \_\_\_\_\_?] attached hereto as Annex G, acknowledges that the Interconnection Customer has relied on the Generating Facility being exempt from all real or personal property taxes and agrees to take all necessary actions to ensure that the Property remains exempt from such taxes through the full term of the PPA.
- 16.0 **Consequential Damages.** Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, or cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
- 17.0 **Third Party Beneficiaries.** No third party beneficiary rights are created under this Agreement.
- 18.0 **Waiver.** No waiver by a Party of one or more defaults by the other Party in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character. Any waiver by a Party of any of its rights or remedies hereunder shall be valid only as and to the extent expressly stated in a written notice of waiver provided to the other Party.
- 19.0 **Force Majeure.**
- 19.1 A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or part due to an event of Force



Majeure. The Party rendered unable to fulfill any obligation by reason of Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed.

19.2 Notwithstanding anything in the Agreement to the contrary, Force Majeure shall not mean:

- (a) Inclement weather affecting construction, start-up, operation, or decommissioning of the Generating Facility or related facilities.
- (b) Changes in market conditions, governmental action, or weather conditions that affect the cost of producing energy at the Generating Facility or affect the price of energy that could be obtained from sources other than the Generating Facility.
- (c) Unavailability of sunshine.
- (d) Unavailability of equipment, repairs or spare parts for the Generating Facility, except to the extent due to qualifying event of Force Majeure.
- (e) Inability to obtain, maintain or renew any Permit or any delay in obtaining, maintaining, or renewing any Permit.
- (f) Litigation or administrative or judicial action pertaining to the Agreement, the site, the Generating Facility, the acquisition, maintenance or renewal of financing or any permits, or the design, construction, maintenance or operation of the Generating Facility.

19.3 In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable after the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

## **20.0 Breach and Default.**

20.1 A Party shall be considered in breach of this Agreement upon:

- (a) The failure to comply with any material term or condition of this Agreement.
- (b) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator.
- (c) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.
- (d) The failure of the Party to provide access rights, or the Party's attempt to revoke or terminate such access rights, as provided under this Agreement.

(e) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

20.2 Upon the occurrence of an event of breach, the Party not in breach may give written notice of the breach to the breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon an occurrence described in part (b) of Section 20.1 of this Agreement, the Party experiencing such occurrence shall notify the other Party in writing within seven (7) Business Days after the commencement of such occurrence. Upon receiving written notice of a breach hereunder, or providing notice pursuant to the previous sentence, the breaching Party shall immediately commence in good faith all steps as are reasonable and appropriate to cure the breach and shall thereafter diligently pursue such action to completion. In the event the breaching Party fails to cure a breach described in Section 20.1 (a) (c) (d) or (e) within thirty (30) days of notification or fails to cure a breach described in Section 20.1(b) within fifteen (15) days of notification, the breaching Party shall be in Default of this Agreement.

20.3 Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) terminate this Agreement as of a date set forth in notice to the Defaulting Party; (ii) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and/or (iii) exercise such other rights and remedies as it may have in equity or at law including but not limited to damages arising out of the Default.

## **21.0 Disputes.**

21.1 Any claim or dispute that a Party may have against the other Party arising out of the Agreement shall be submitted in writing ("Notice of Dispute") to such other Party. The submission of a Notice of Dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.

21.2 The Parties shall attempt to resolve through informal means any dispute for which a Notice of Dispute is provided. Failing such informal resolution, a Party may initiate mediation to resolve the dispute. If the Parties fail to reach a resolution through mediation, either Party may initiate binding arbitration to resolve the dispute. For so long as the PPA is in effect, the arbitration shall be conducted in accordance with the terms in Section 9.3 of the PPA, and as though City were one of the parties thereto.

22.0 **Amendment.** This Agreement, or any part thereof, may not be amended or modified other than by a written document signed by the Parties.

- 23.0 **Notices.** Any permissible notice or request made by a Party regarding this Agreement shall be made to the representative of the other Party as indicated below:

**City:**

Waynesville Municipal Utilities  
601 Historic 66 West  
Waynesville, Missouri 65583  
Attention: Bruce Harrill, City Administrator  
Phone: 573-774-6171

**Interconnection Customer:**

MCP-Waynesville, LLC  
4031 NE Lakewood Way  
Lee's Summit, Missouri 64064  
Attention: Tony Ross  
Phone: 816-251-4700

With a copy to:

Seigfreid Bingham, P.C.  
911 Main, Suite 2800  
Kansas City, Missouri 64105  
Attention: Timothy Fisher

- 24.0 **Conflict and Inconsistencies with Agreement.** Nothing in this Agreement is intended to contradict the terms of the PPA. To the extent a conflict arises between this Agreement and the PPA, the terms of the PPA shall prevail. The parties to the PPA may decide to amend the PPA at any time, and from time to time, as they determine; provided, however, that in the event that any such amendment to the PPA materially impacts the City in a negative manner, such amendment will not be binding upon the City unless the City has consented in writing to such amendment.
- 25.0 **Governing Law.** The Agreement is made in the State of Missouri and shall be interpreted and governed by the laws of the State of Missouri and/or the laws of the United States, as applicable.
- 26.0 **Relationship of Parties.** The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between City and Interconnection Customer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for,



or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

- 27.0 **Good Faith and Fair Dealing; Reasonableness.** The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.
- 28.0 **Severability.** Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.
- 29.0 **Cooperation.** The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement, including such reasonable actions as necessary to assist Interconnection Customer to obtain Project financing. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement.

IN WITNESS WHEREOF, City and Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

MCP — \_\_\_\_\_, LLC

\_\_\_\_\_  
President — Anthony Ross

\_\_\_\_\_  
Date

City of Waynesville Missouri

By action at its 10/6/15 meeting, the Board of Public Works recommends approval of this agreement.

Bruce Howell 10/19/15  
General Manager Waynesville Date  
Municipal Utilities  
City Administrator

Approved by the City Council of the City of Waynesville by Ordinance # 2176

John Handman  
Mayor, City of Waynesville Date 10-15-15

Attest:

Carol Wilcox  
City Clerk, City of Waynesville Date 10/15/15

**Annex A**

**Form of  
Renewable Power Purchase Agreement**

**Between**

**Missouri Joint Municipal Electric Utility Commission**

**MCP-Waynesville, LLC**

**And**

**Gardner Capital, Inc.**

**For The**

**Waynesville Solar Generating Project**

[Note: the actual project-specific PPA will not be signed until Gardner acquires MCP-Waynesville, so what we'll be attaching here is the unexecuted version]

## Annex B

### GLOSSARY OF TERMS

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Attachment Facilities** – All facilities needed to connect the Generating Facility to the Distribution System, in order to be capable of receiving the total output of the Interconnection Customer's Facility.

**Default** – The failure of a breaching Party to cure its breach under the Agreement, as provided in Section 20.0.

**Distribution System** – The City's facilities and equipment used to receive and transmit electricity from its points of receipt (including the interconnection with the Generating Facility) to the ultimate usage points such as homes and industries within the City of Waynesville, including any Attachment Facilities that are necessary to physically and electrically interconnect and receive electricity from the Generating Facility pursuant to this Agreement.

**Emergency Condition** – A condition or situation requiring actions or inactions deemed necessary by the sole but reasonable judgment of the Party in order to (i) comply with any order issued by the applicable Reliability Coordinator under NERC reliability standards, (ii) preserve public health and safety, (iii) limit or prevent damage, or (iv) expedite restoration of service. For purposes of this definition, ability of a Party to purchase energy at a price lower than the Guaranteed Price shall not be considered as a condition or situation that would impact public health or safety or create damage.

**Facilities** – The Distribution System, the Interconnection Facilities, and/or the Generating Facility, as applicable.

**Generating Facility** – The Interconnection Customer's facility and equipment used to generate and transmit electricity through the Attachment Facilities to the Distribution System.

**Interconnection Facilities** – The Attachment Facilities owned by the City and the facilities or equipment owned by the Interconnection Customer that connect the Generating Facility to the City's Distribution System.

**MJMEUC** – Missouri Joint Municipal Electric Utility Commission.

**Party or Parties** – The City, the Interconnection Customer or both.

**Point of Delivery – (or Delivery Point)** The point of interconnection on the Project Site between the Generating Facility and the City's Attachment Facilities , as depicted and labeled by a dashed line of demarcation in the one-line drawing attached as Annex D hereto.

**Project Site** – The specific location of the Generating Facility as shown in Annex C.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Wheeling Service** – The transfer of electric power generated by Interconnection Customer through the City Distribution System to service areas outside the City's Distribution System.

**Annex C**

**PROJECT SITE DESCRIPTION,  
SPECIFICATIONS FOR THE GENERATING FACILITY  
AND DESCRIPTION OF THE TECHNICAL REQUIREMENTS OF THE  
INTERCONNECTION FACILITY**

**[TO BE PROVIDED]**

**Annex D**

**ONE-LINE DIAGRAM DEPICTING THE FACILITIES  
(Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades)**

**[TO BE PROVIDED]**

## Annex E

### FORM OF JOINDER

This Joinder to the Interconnection and Operating Agreement ("Interconnection Agreement") between Waynesville Municipal Utilities and the City of Waynesville, Missouri (the "City") and MCP-Waynesville, LLC ("Interconnection Customer") (this "Joinder") is executed and provided as of the [ ] day of [ ] ("Effective Date") by [*New Owner of MCP-Waynesville, LLC*].

As of the Effective Date, [*New Owner of MCP-Waynesville, LLC*] has acquired ownership of MCP-Waynesville, LLC, and, by the execution and delivery of this Joinder, acknowledges and agrees to become an additional party to the Interconnection Agreement, and that as of the Effective Date [*New Owner of MCP-Waynesville, LLC*] and MCP-Waynesville, LLC shall together constitute the Interconnection Customer thereunder. [*New Owner of MCP-Waynesville, LLC*] hereby acknowledges, agrees and confirms that, by its execution of this Joinder, as of the Effective Date, it shall (without limitation) (i) be deemed to be a signatory to the Interconnection Agreement, (ii) be deemed to have made the representations and warranties of Interconnection Customer set forth in the Interconnection Agreement, and (iii) agree to be bound by the terms of the Interconnection Agreement.

As of the Effective Date, the addresses for notices to Interconnection Customer shall be as follows, and Section 23.0 of the Interconnection Agreement is deemed amended to reflect this information:

MCP-Waynesville, LLC

[*Street*]

[*City, State, Zip Code*]

Attention:

[*New Owner of MCP-Waynesville, LLC*]

[*Street*]

[*City, State, Zip Code*]

Attention:

IN WITNESS WHEREOF, [*New Owner of MCP-Waynesville, LLC*] has caused its duly authorized officer to sign this Joinder on the date first set forth above.

[*New Owner of MCP-Waynesville, LLC*]

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Annex F

### LIST OF INSURANCE POLICIES

Policy	Carrier	Insured
General Liability		City of Waynesville
Solar Energy Coverage (Property Damage)		Interconnection Customer
Solar Energy Business Income Endorsement		Interconnection Customer
General Liability		Interconnection Customer

## **Annex G**

Ordinance or resolution regarding tax exemption

## PAYMENT IN LIEU OF TAXES AGREEMENT

Payment in Lieu of Taxes agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Waynesville, a Municipal Corporation of Missouri in the State of Missouri (hereinafter referred to "City"), MCP-Waynesville, LLC, or its successors, executors, administrators and assignees, (hereinafter referred to as "Interconnection Customer").

In full reliance on the provisions of HB142 of the 97<sup>th</sup> General Assembly of Missouri, statute 137.100 RSMo and by Pulaski County for full abatement of all personal and real property taxes, on December 1, 2016 and every December 1 thereafter for the term of the Agreement and during which period all real and personal property taxes are fully abated, the Interconnection Customer, or its allowed successor, shall make a payment in the amount of nine thousand two hundred dollars (\$9,200.00) to the City. The City will provide an invoice during the normal billing cycle to the Interconnection Customer and the proceeds will be appropriately distributed to the entities based on the percentage of the tax levies in a given year. In lieu of the annual payment, the Interconnection Customer will pay a \$230,000 lump sum amount to the City.

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

MCP-Waynesville, LLC

City of Waynesville, Missouri

\_\_\_\_\_  
President – Anthony Ross Date

 10/15/15  
\_\_\_\_\_  
Mayor, City of Waynesville Date

Approved by the City Council of the City of  
Waynesville by Ordinance# 2176

Attest:  
 10/15/15  
\_\_\_\_\_  
City Clerk, City of Waynesville Date

**Exhibit B**

**Site Lease**

## **SOLAR ENERGY SITE LEASE**

THIS SOLAR ENERGY SITE LEASE (this "Lease") is made as of \_\_\_\_\_, 2016 (the "Effective Date") by and between **THE CITY OF WAYNESVILLE, MISSOURI**, a municipal corporation ("Landlord"), and **MCP-WAYNESVILLE, LLC**, a Missouri limited liability company ("Tenant").

### **RECITALS**

A. Tenant is in the business of evaluating, developing, installing, constructing and operating solar energy conversion systems and power generation facilities for the production of electrical energy for sale to utility companies, power marketers, power exchanges and other users;

B. Landlord owns certain real property in the City of Waynesville, Pulaski County, Missouri as more particularly described herein; and

C. Tenant desires to lease from Landlord and to obtain from Landlord certain easements and rights over such real property, and Landlord desires to lease to Tenant and to grant to Tenant such easements and rights, for development, construction, transmission, access and other purposes related to the generation and supply of electrical power from solar energy on the real property, upon the terms and conditions set forth herein.

### **AGREEMENT**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Landlord and Tenant agree as follows:

#### **I. DEFINITIONS AND INTERPRETATION**

In this Lease, unless the context requires otherwise:

"Affiliate" means any Person that directly, or indirectly through one of more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the State of Missouri.

"Commercial Operations Date" means, with respect to the Generating Facility, the date on which the Tenant has issued a notice of commercial operation and has declared that the Generating Facility has been placed into service after any applicable start up and testing. The parties agree that in no event shall such date shall occur later than two (2) years after the Effective Date.

"Environmental Attributes" means the characteristics of electric power generation at the Generating Facility that have intrinsic value, separate and apart from the generated energy, arising from the perceived environmental benefits of the Generating Facility or energy generated at the Generating Facility, including but not limited to all environmental and other attributes that differentiate the Generating Facility or energy generated at the Generating Facility from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the Generating Facility that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of

nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Generating Facility or the compliance of the Generating Facility or energy generated at the Generating Facility with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or any successor laws, rules or standards or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Environmental Protection Agency or successor administration or any state or federal entity having jurisdiction over a program involving transferability of rights arising from Environmental Attributes.

"Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Generating Facility or the energy generated at the Generating Facility or otherwise from the development or installation of the Generating Facility or the production, sale, purchase, consumption or use of the energy generated at the Generating Facility. Without limiting the foregoing, "Environmental Incentives" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs or other incentive programs offered by a utility company, a third-party provider or any federal, state or local government or agency, including the right to claim federal, state or local income or other tax credits, if applicable.

"Environmental Laws" means all federal, state and local laws, statutes, ordinances, orders, rules and regulations now in force or enacted during the term of this Lease relating to the protection of human health or the environment or relating to waste disposal or environmental protection with respect to hazardous, toxic or other substances generated, produced, leaked, released, spilled or disposed of at or from the Site.

"Generating Facility" means the solar power generating facility to be located at the Site and owned by Tenant, including all improvements, facilities and equipment constructed or installed by Tenant at any time and from time to time, including the following: (i) arrays of photovoltaic solar panels or tracking mirrors, including foundations, mounting substrates, support structures and related components; (ii) overhead and underground electrical collection, transmission and communication lines, transformers, power inverters, meters and protection equipment, cables, junction boxes, energy storage facilities, telecommunications equipment, switches and electrical substations and related facilities and equipment for the collection, interconnection and transmission of electrical energy and communications; (iii) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, and for the efficient development, construction, operation, maintenance and security of the Generating Facility; (iv) any and all equipment and improvements necessary or useful for the ongoing measurement of sunlight and weather; and (v) any other equipment or facilities that are necessary or desirable for Tenant's development, construction, operation, maintenance or security of the Generating Facility, including laydown areas, satellite operation and maintenance or storage facilities and control buildings.

"Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

"Including" means including without limitation, and "includes" means includes, without limitation.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

"Property" means the real property described on Exhibit A attached hereto, together with and including: (i) all right, title and interest of Landlord in and to all rights, privileges and appurtenances pertaining to such real property and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment thereof and all of Landlord's right, title and interest in and to adjacent streets, alleys or rights-of-way and easements, licenses or interests relating thereto, including any appendages, strips and gores of land appurtenant to and adjoining the real property; and (ii) all of Landlord's right, title and interest in and to all permits, licenses and approvals directly relating to such real property, to the extent the same are assignable and transferable.

"Site" means the specific areas of the Property more particularly described on the attached Exhibit B.

"Unavoidable Delay" means delay caused by strikes, walkouts (except for strikes or walkouts directly involving employees of the party claiming Unavoidable Delay), civil commotion, warlike operations, governmental regulations or controls, acts of God, inability to procure materials or services, or other causes beyond the reasonable control the party claiming Unavoidable Delay.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The division of this Lease into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Lease. Unless the context requires otherwise, references in this Lease to Sections, Exhibits or Schedules are to Sections, Exhibits or Schedules of this Lease. Any reference in this Lease to any agreement or statute or any section of it will, unless otherwise expressly stated, be deemed to refer to such statute or section as amended, restated or re-enacted from time to time.

## **2. LEASE AND GRANTS OF EASEMENTS**

### **(a) Demise and Grant.** Landlord hereby:

(i) leases, conveys and warrants the Site to Tenant and its successors and assigns, for the purpose of developing, constructing, installing, operating and maintaining the Generating Facility in accordance with the terms and conditions set out in this Lease;

(ii) grants, conveys and warrants to Tenant and its successors and assigns, for a period co-terminous with this Lease, a non-exclusive easement on, over, under, across and through the Property and the surrounding or nearby premises owned or leased by Landlord and described in Exhibit C attached hereto (the "Easement Lands"), for the benefit of the Site and Tenant for the purpose of: providing such access on foot and by vehicle as shall be necessary or convenient to gain access to the Generating Facility or the Site, including access by Tenant's contractors, customers, invitees and employees; and, the installation, operation, repair, maintenance, replacement and removal from time to time of electrical transmission and data communications cables and wires, and related towers, poles and other apparatus and materials of Tenant and access thereto;



(iii) grants, conveys and warrants to Tenant and its successors and assigns, for a period co-terminous with this Lease, an exclusive easement to convert all of the solar resources above the Site to electricity, together with the right to remove, trim or limit the growth of foliage on the Property that is reasonably expected to adversely affect Site insolation levels, including removing trees, brush and branches that may interfere with access to sunlight to the Generating Facility;

(iv) grants, conveys and warrants to Tenant and its successors and assigns, for a period co-terminous with this Lease, a non-exclusive easement for any audio, visual, view, light, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Generating Facility or Tenant's activities on or in the vicinity of the Site or the Easement Lands related thereto, including but not limited to rights to cast shadows and reflect glare onto the Property from the Generating Facility; and

(v) grants, conveys and warrants to Tenant to Tenant and its successors and assigns, for a period co-terminous with this Lease, the right to undertake any other activities on the Site and the Easement Lands that Tenant determines are necessary, helpful, appropriate or convenient in connection with, incidental to, for the benefit of, or to accomplish any of the foregoing purposes, including conducting surveys and geological, geophysical, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as Tenant may choose, whether or not currently known, and with the right of entry on the Site and the Easement Lands for such purposes.

(b) **Landlord Reserved Rights.** Landlord reserves all rights to use the Property and the Easement Lands, other than the Site, except to the extent Landlord's use interferes with Tenant's use of the Site or the Easement Lands in accordance with this Lease or violates the terms and conditions of this Lease. Tenant shall, in any case, have exclusive possession of the Site for the term of this Lease.

(c) **Acceptance of Demise and Grant.** Tenant hereby leases the Site from Landlord and accepts such grants of easements and rights from Landlord, upon the terms and conditions set forth herein.

### 3. RENT

For the period commencing upon the Effective Date and continuing throughout the term of this Lease, Tenant shall pay to Landlord a total rental payment of up to Eighty Thousand Dollars (\$80,000) subject to offset of Site Specific Expenses (as defined below). Rent shall be due and payable within thirty (30) days after the Commercial Operations Date.

As used herein, "Site Specific Expenses" shall mean any actual out of expenses incurred by Tenant for site preparation work in order to construct the Generating Facility on the Site. Site Expenses shall include so-called "soft costs" relating to Tenant's project such as title search fees, leasehold title policy premium, survey preparation costs, and professional fees. After the deduction of such Site Specific Expenses (which shall be documented by Tenant by the production of invoices and other evidence of payment), the balance of the Eighty Thousand Dollars (\$80,000) referenced above shall be paid by Tenant to Landlord as total rent hereunder.



#### **4. GENERATING FACILITY CONSTRUCTION**

(a) **Consent to Construction.** Landlord consents to Tenant's construction and installation on the Site and the Easement Lands of the Generating Facility.

(b) **Construction Commencement.** Tenant shall notify Landlord not less than twenty (20) days in advance of the time that Tenant intends to commence installation of the Generating Facility on the Site.

(c) **Construction Completion.** Within thirty (30) days after the installation of the Generating Facility is complete, Tenant shall deliver to Landlord the following: (i) Tenant's affidavit stating that the Generating Facility installed by Tenant has been completed in compliance with the terms of this Lease; and (ii) an affidavit of Tenant stating that all contractors, subcontractors, laborers and material men who have performed work on or furnished materials to the Site have been paid in full and that all liens therefore that have or might be filed have been discharged of record or waived or that a bond has been posted for such purpose.

(d) **Commercial Operations Date.** Within thirty (30) days after the occurrence of the Commercial Operations Date, Tenant shall deliver notice of such date to Landlord and pay to Landlord the rent as calculated in accordance with Section 3 hereof.

(e) **Siting.** Landlord consents to Tenant's location of the Generating Facility or related facilities or equipment at any location upon the Site. To the fullest extent applicable and permitted by law, Landlord waives enforcement of, and any and all rights it may have to pursue any remedies under any state, zoning or local rules, ordinances or requirements related to siting of the Generating Facility upon the Site, including setback requirements applicable to the Generating Facility from lot lines and improvements, and agrees not to bring any complaint, suit or action or intervene in any investigation or inquiry by any person or entity with respect thereto, and Landlord hereby expressly waives any setback ordinances and the application thereof to Landlord and the Property. Furthermore, in the event that the location of any portion of any Generating Facility or related facilities or equipment to be installed or constructed on the Site is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Landlord shall cooperate with and assist Tenant in granting and obtaining waivers or variances from such requirements and shall execute all documents evidencing Landlord's agreement to the elimination of such requirements. Landlord acknowledges and agrees that this paragraph shall survive the termination of this Lease.

#### **5. GENERATING FACILITY INSTALLATION, OPERATION AND OWNERSHIP**

(a) **Generating Facility Rights.** Without limitation as to any of Tenant's more broadly stated rights hereunder, Tenant shall have the right from time to time during the term of this Lease:

(i) to determine the feasibility of solar energy power production on the Site, including studies of sunlight concentration and other meteorological data, extracting soil samples, conducting wildlife and other environmental studies; and conducting transmission feasibility studies;

(ii) to construct, install, reinstall or relocate and operate the Generating Facility on the Site;

(iii) to maintain, clean, repair, replace and dispose of part or all of the Generating Facility and to maintain the Site and the Easement Lands as may be required for the proper functioning and operation of the Generating Facility;

(iv) to add or remove equipment as needed to increase or decrease the capacity of the Generating Facility;

(v) to remove the Generating Facility;

(vi) to access the Site with guests for promotional purposes and to conduct promotional activities;

(vii) to publish factual information related to the Generating Facility on its website and through other forms of electronic media. Such information may include, but is not limited to, the location of the photovoltaic system, the name of Landlord, and other features of the Generating Facility;

(viii) to install and maintain such equipment, as is necessary for remote monitoring of the Generating Facility, including without limitation the establishment of a high speed internet connection;

(ix) to install and maintain such equipment as is necessary or appropriate for the security and protection of the Generating Facility, including without limitation, fences and gates; and

(x) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant, to carry out the activities set forth in the preceding clauses (i) through (ix).

(b) **Permits.** Tenant will obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("Permits") necessary for the construction, installation and operation of the Generating Facility. Landlord hereby gives its consent to any action taken by Tenant in applying for any and all Permits Tenant finds necessary or desirable for the operation of the Generating Facility, and Landlord hereby appoints Tenant its agent for applying for such Permits and agrees to assist Tenant in obtaining the Permits, as provided in Section 16(g) below.

(c) **Compliance with Legal Requirements.** Tenant will carry out the activities set forth in this Section 5 in accordance with all applicable laws, rules, codes and ordinances.

(d) **Landlord Waiver and Acknowledgment.** Landlord acknowledges and agrees that despite that portions of the Generating Facility may be affixed to the Site, (i) Tenant is the exclusive owner and operator of the Generating Facility, (ii) the Generating Facility shall not be construed to be a fixture, (iii) the Generating Facility is Tenant's personal property and Landlord has no right, title or interest in the Generating Facility and (iv) Tenant is the exclusive owner of the electricity generated by the Generating Facility and the Environmental Attributes and Environmental Incentives of the Generating Facility. Landlord waives any lien it may have, by operation of law or otherwise, all right of distraint or seizure for rent, all right of execution and all claims and demands of every kind against the Generating Facility, the electricity generated by the Generating Facility and the Environmental Attributes and Environmental Incentives of the Generating Facility, and all other property of Tenant, real or personal, tangible or intangible.

Landlord shall give Tenant at least fifteen (15) days' written notice prior to any sale, lease, assignment, mortgage, pledge or other alienation or encumbrance (collectively, a "Transfer") of all or a portion of the Property identifying the transferee, the portion of Property to be transferred and the proposed date of Transfer. Under no circumstances shall a Transfer by the Landlord include the Generating Facility or any other such property of Tenant. Landlord shall require any Landlord transferee to acknowledge and consent to the terms of this Lease. Landlord agrees that this Lease and the easements and rights granted in Section 2 of this Lease shall constitute covenants running with the Property and the Easement Lands and shall survive any Transfer of the Property.

## **6. ACCESS**

Landlord will make available to Tenant continuous and uninterrupted access to the Generating Facility and the Site and the Easement Lands for the purposes set forth in this Lease. Tenant shall be permitted to access the Site and the Easement Lands twenty-four (24) hours a day, seven (7) days a week as reasonably determined by Tenant. Upon reasonable advance notice to Landlord, Tenant shall have access during normal business hours to any and all historic documents, drawings, plans, correspondence and memoranda in the possession or control of Landlord which relate to the Property and which may be needed for regulatory planning or permitting purposes.

## **7. REPRESENTATIONS AND WARRANTIES, COVENANTS OF LANDLORD**

Landlord hereby represents, warrants and covenants to Tenant as follows:

(a) **Quiet Enjoyment.** Tenant shall have the quiet use and enjoyment of the Site and the Easement Lands in accordance with the terms of this Lease without any interference of any kind by Landlord or any person claiming by, through or under Landlord. Landlord and its activities on the Property, the Site and the Easement Lands and any grant of rights Landlord makes to any other person shall not interfere with any of Tenant's activities pursuant to this Lease.

(b) **Authority.** Landlord is the sole owner of the Property, the Site and the Easement Lands, holds marketable title thereto and has the unrestricted right and authority to execute this Lease and to grant to Tenant the rights granted hereunder. All persons having any ownership interest in the Property, the Site and the Easement Lands (including spouses) have signed this Lease. Each person signing this Lease on behalf of Landlord is authorized to do so. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms. Each spouse signing this Lease agrees that any rights of community property, homestead, dower, contribution, and the like shall be subject and subordinate to the Lease and Tenant's interest hereunder. Landlord hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the Lease and all rights granted hereunder. Landlord is not the subject of any bankruptcy, insolvency or probate proceeding.

(c) **Title.** Except (i) as disclosed in the Office of the Recorder of Deeds for Pulaski County, Missouri and recorded at least six (6) months prior to the Effective Date or (ii) as disclosed on Exhibit D attached hereto, Landlord's fee simple title to the Property, the Site and the Easement Lands is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, fractured interests, mineral, oil or gas rights, options to purchase, claims and disputes (collectively, "Liens"), and there are no tenants on or other parties in possession of the Property, the Site or the Easement Lands. Owner shall fully cooperate with and assist Tenant in obtaining a subordination agreement, non-disturbance agreement or other

appropriate agreement from each party holding a Lien (recorded or unrecorded) or in possession of the Property, the Site or the Easement Lands that might interfere with Tenant's rights under this Lease providing that the holder of the Lien shall not disturb Tenant's possession or rights under this Lease or terminate this Lease so long as Landlord is not entitled to terminate this Lease under the provisions of this Lease, which agreement shall be in form and substance acceptable to Tenant. If Landlord fails to obtain an executed agreement from a third party in accordance with this paragraph within twenty (20) days after Tenant's request, Tenant shall have the right (without waiving any other remedies) to terminate this Lease and to recover from Landlord all rents paid to Landlord through the date of termination.

**(d) No Interference.** Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Generating Facility; access to the Generating Facility; or the undertaking of any activities permitted hereunder. Without limiting the generality of the foregoing, Landlord will neither initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Generating Facility or its function, nor place or plant any trees, structures or improvements or, to the extent within Landlord's control, permit to be placed or planted any trees, structures or improvements on the Property or around the Site that is reasonably expected to adversely affect Site insolation levels or, to the extent within Landlord's control, emit or permit the emission of suspended particulate matter, smoke, fog, or steam or other airborne impediments to Site insolation, nor shall Landlord engage in any other activity on the Property or elsewhere that might cause a decrease in the output or efficiency of the Generating Facility. Landlord agrees that Landlord shall be responsible and liable for any damage, impairment or other adverse effect caused by Landlord's personnel or licensees on the Property, the Site or the Easement Lands, whether or not due to any negligence or wilful misconduct on the part of Landlord.

**(e) Adverse Circumstances.** To Landlord's knowledge, there are no physical conditions of the Property, the Site or the Easement Lands, nor any other material adverse facts or conditions relating to the Property, the Site or the Easement Lands or any portion thereof, and no commitments to third parties, that could delay, interfere with or impair Tenant's operations or the exercise of any of Tenant's other rights under this Lease, or damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that may adversely affect the Generating Facility's exposure to sunlight), or which could, with the passage of time, the giving of notice or both, have such an effect. Landlord has disclosed to Tenant in writing any and all improvements existing on, under or over the Property.

**(f) No Litigation or Proceedings.** None of Landlord, the Property, the Site or the Easement Lands is subject to any pending lawsuit, arbitration or other legal proceeding that could affect Landlord's ability to perform its obligations under this Lease or Tenant's rights under this Lease and, to Landlord's knowledge, no such lawsuit or other legal proceeding has been threatened. Without limiting the generality of the foregoing, there are no existing or, to Landlord's knowledge, threatened expropriation proceedings, or contemplated sales in place of expropriation, involving a partial or total taking of the Property, the Site or the Easement Lands.

**(g) Legal Requirements.** The Property, the Site and the Easement Lands comply with all applicable laws and Landlord has not received any written notice of violation of any applicable laws affecting the Property, the Site or the Easement Lands that remains unresolved.



(b) **Hazardous Materials.** Landlord has not used, stored, handled or disposed of Hazardous Materials on or about the Property, the Site or the Easement Lands and, to Landlord's knowledge, no prior owner of the Property, the Site or the Easement Lands or any tenant, subtenant, prior tenant or prior subtenant have used, stored, handled or disposed of Hazardous Materials on or about the Property, the Site or the Easement Lands. To Landlord's knowledge, the Property, the Site and the Easement Lands are not and have not been in any violation of any Environmental Laws, and Landlord has not received any communication from any governmental authority alleging that any of the Property, the Site or the Easement Lands is in violation of any Environmental Laws. Landlord shall not violate any Environmental Laws, and shall indemnify Tenant against any the presence of Hazardous Materials on the Property, the Site or the Easement Lands in violation of Environmental Laws, except to the extent that such violation is a direct result of Tenant's activities on the Property, the Site or the Easement Lands.

(i) **Certain Notifications.** Landlord shall promptly notify Tenant in writing of, and shall deliver to Tenant, immediately upon receipt, copies of any notices or communications received by Landlord relating to: (i) compliance with or violation of laws, ordinances, statutes, orders and regulations applicable to the Generating Facility or Tenant's activities under this Lease; (ii) compliance with or violation of laws, ordinances, statutes, orders and regulations relating to Hazardous Materials on the Property, the Site or the Easement Lands; (iii) the filing or threatened filing of any construction or mechanics lien against the Generating Facility or any interest in the Property, the Site or the Easement Lands, whether or not arising through Tenant; and (iv) any litigation or other proceeding filed or threatened in relation to the Generating Facility, Tenant's activities under this Lease, this Lease or any interest of Landlord or Tenant in the Property, the Site or the Easement Lands or hereunder

The provisions of this Section 7 shall survive the expiration or termination of this Lease.

## **8. TERM/TERMINATION**

(a) **Term.** The term of this Lease shall commence on the Effective Date and, unless earlier terminated pursuant to this Section 8, shall expire twenty-five (25) years following the Commercial Operations Date (subject to Sections 8(b) and 9 below).

(b) **Extension Period.** Tenant shall have the right to extend the Lease for two (2) additional five (5) year periods by giving notice of Tenant's intent to extend on or before the date thirty (30) days prior to the expiration of the previous term.

(c) **Termination.** The occurrence of any of the following events shall terminate this Lease:

(i) The expiration of the term of this Lease as set out above in this Section 8;

(ii) The written agreement of the parties to terminate this Lease, subject to Section 13(d)(ii) below;

(iii) An uncured material breach of this Lease by either Party as described in Section 14(a) below, subject to any applicable notice and cure rights, including those set forth in Section 13(d) below; or

(iv) Tenant's delivery of not less than ninety (90) days advance written notice to Landlord of Tenant's election to terminate this Lease, subject to Section 13(d)(ii) below.

## 9. REMOVAL

Tenant shall be entitled to remove the Generating Facility or any part thereof and any related equipment from the Site or the Easement Lands at any time upon reasonable notice to Landlord and shall be obligated to remove the Generating Facility within two (2) years after the expiration or other termination of the term of this Lease. In the event that Tenant fails to remove the Generating Facility within 2 years of expiration or other termination of this Lease, in addition to all other rights and remedies of Landlord, Tenant shall pay to Landlord holdover rent of \$500.00 per month, calculated on a pro rata basis until the Generating Facility is removed. The provisions of this paragraph shall survive the expiration or termination of the Lease.

## 10. INSURANCE

(a) **Limits.** Tenant shall, during the term of this Lease, obtain, maintain and keep in full force and effect, commercial general liability insurance applying to the use and operation of the Generating Facility in the following amounts

### (i) Commercial General Liability

Limits:	\$2,000,000	General Aggregate
	\$1,000,000	Products & Completed Operations Aggregate
	\$1,000,000	Each occurrence
	\$1,000,000	Personal Injury (Advertising Injury excluded)
	\$50,000	Fire Damage, Any One Fire
	\$5,000	Medical Payments, Each Person

### (ii) Excess Liability

Limit:	\$5,000,000	Aggregate
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(b) **Requirements.** All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Missouri, shall be Best rated A or better, shall name the other party as an additional insured, and shall provide that they may not be cancelled by the insurer for nonpayment of premiums or otherwise or be terminated or lapse of their own accord or by their own terms until at least thirty (30) days (or at least ten (10) days in the event of non-payment of premiums) after service by registered or certified mail of notice of the proposed cancellation upon all parties named in such policies as insureds. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with any other coverage which the other party may carry. Tenant shall deliver to Landlord copies of the policies for all the insurance required to be carried by Tenant under this Lease, or certificates evidencing the existence and the amounts of such insurance, or renewals of them or binders to them, if applicable, (i) within ten (10) days after the Effective Date, and (ii) at least ten (10) days prior to the expiration of any such policies. Subject to Landlord's right to approve

Tenant's net worth and self-insurance program, which approval shall not be withheld unreasonably, Tenant may elect to self-insure any or all of the risks and liabilities to be covered by the insurance policies described in Section 10(a) above.

## **11. TAXES**

(a) **Payment of Taxes.** Tenant shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Tenant's use and operation of the Generating Facility (or any portion or component of it), except: (i) real and personal property taxes and assessments and reassessments relating to the Property (including the Site); (ii) inheritance or estate taxes imposed upon or assessed against the Property (including the Site), or any part of it or interest in it; (iii) taxes computed upon the basis of the net income or payments derived from the Site by Landlord or the owner of any interest in it; (iv) taxes imposed on the capital invested in the Property or the Site; (v) any corporate income, profits, excess profits, and business tax imposed upon the income of Landlord and any other impost of a personal nature charged or levied against Landlord; and, (vi) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are adopted by any public authority after the date of this Lease. Landlord shall pay all amounts in connection with clauses (i) to (vi) inclusive of this paragraph and if Landlord shall fail to do so prior to the delinquency of such taxes or other amounts, Tenant shall have the right to pay such amounts, in which case Landlord shall reimburse Tenant for such amounts upon Tenant's written demand.

(b) **Increased Assessments.** Despite the foregoing provisions, if the Property experiences any increase in the amount of real property taxes assessed solely as a result of the installation of the Generating Facility on the Site, including any reclassification of the Property, Tenant shall pay or reimburse Landlord an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Landlord provides Tenant with copies of the applicable current and past statements of real estate taxes payable for the Property and any related information demonstrating the reasons for any increase in real estate taxes.

(c) **Right to Contest.** Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

## **12. LIABILITY AND INDEMNITY**

(a) **Indemnification.** Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, shareholders, members, managers, employees, representatives, mortgagees and agents

(collectively, the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including reasonable lawyers' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Site or the Easement Lands; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Lease by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

(b) **Surface Damage.** The parties anticipate and acknowledge that Landlord may suffer damage to crops, grass, fences, and other property or improvements on the Property during Tenant's construction, installation, decommission, relocation, and maintenance of the Generating Facility on the Site. Tenant shall pay Landlord fair compensation for any such losses or damage, and, if the parties cannot reach agreement on the amount that would constitute fair compensation, the issue shall be submitted to arbitration by a single arbitrator to be agreed upon by the parties. However, after construction is complete, Tenant shall not be responsible to pay Landlord any losses of income, rent, business opportunities, profits or other losses arising out of Landlord's inability to grow crops or otherwise use the Property (including the Site, as to which Tenant's right of possession is exclusive) or the Easement Lands.

(c) **Surface Damage Upon Termination/Decommission.** Upon termination of this Lease or the decommissioning of the Generating Facility located on the Site, Tenant shall bear all costs and expenses of removing the Generating Facility and all equipment associated with it, with damages to Property being assessed and determined as set out in the preceding subsection.

### **13. ASSIGNMENT AND SUBLETTING; PROTECTION FOR LENDERS**

(a) **Assignments by Tenant.** Tenant shall at all times have the right to sell, assign, encumber or transfer all or any part of its rights and interests under this Lease without Landlord's consent; provided, however, that any and all such transfers shall be subject to all of the terms, covenants and conditions of this Lease. Tenant shall notify Landlord in writing of any such sale, assignment, transfer or grant, upon which Landlord shall recognize the assignee of such sale, assignment, transfer or grant as the proper and lawful Tenant under this Lease with all of the rights and obligations of the Tenant under this Lease, and provided that any such assignee agrees in writing to be bound by the terms and conditions of this Lease and to assume the obligations of Tenant hereunder, the assigning Tenant shall be released from any obligations arising under this Lease arising from and after the date of such sale, assignment, transfer or grant.

(b) **Subleases and Sub-Easements.** Without limiting the generality of the foregoing, Tenant may, at any time and from time to time, with the Landlord's consent, which consent may not be unreasonably withheld, sublease or grant sub-easements with respect to any or all of Tenant's right, title and interest in this Lease to any Person. Landlord agrees to enter into a reasonable non-disturbance and attornment agreement with any sublessee or holder of a sub-easement.

(c) **Collateral Assignments; Lenders.** Without limiting the generality of the foregoing, Tenant may, at any time and from time to time, without securing Landlord's consent, encumber all or any part of its rights and interests under this Lease by mortgage, deed of trust or other real or personal property security instrument (including any sale-leaseback arrangement entered into for financing purposes). Any Person who is the mortgagee, beneficiary or holder of any such security instrument or interest (a "Lender") shall, for so long as its security instrument



or interest is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in the following Section 13(d). Tenant or any Lender shall send written notice to Landlord of the name and address of any such Lender, as well as any change of the name or address of any Lender. Each Lender and its respective successors and assigns are hereby expressly made third party beneficiaries of this Lease to the extent of their respective rights hereunder.

**(d) Lender Protections.** Landlord and Tenant agree as follows with respect to Lenders:

**(i)** Each Lender shall have the absolute right: (w) to assign its security interest; (x) to enforce its lien and acquire title to Tenant's estate under this Lease by any lawful means; (y) to take possession of and operate the Generating Facility, the easement estate or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (z) to acquire Tenant's estate under this Lease by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the estate to a third party. Landlord's consent shall not be required for the acquisition of the encumbered estate by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure.

**(ii)** Landlord and Tenant will not cancel, modify or terminate this Lease without the prior written consent of each Lender.

**(iii)** Landlord agrees to notify each Lender in writing (at the address to be designated by such Lender upon not less than five (5) Business Days' written notice to Landlord prior to any notice by Landlord hereunder) of any act or event of default of Tenant under the Lease of which Landlord has knowledge that would entitle Landlord to cancel, terminate, annul or modify the Lease or dispossess or evict Tenant from the Site or otherwise proceed with enforcement remedies against Tenant. Lender shall have the same amount of time as Tenant, plus an additional ten (10) days with respect to any monetary default and an additional thirty (30) days with respect to any non-monetary default, to cure any default by Tenant under the Lease and Landlord shall accept such performance as if such performance was done by Tenant itself, provided that in no event shall Lender be obligated to cure any such default.

**(iv)** If within such thirty (30) day period a Lender notifies Landlord that additional time is reasonably required to cure the default or that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant; provided, however, a Lender or party acquiring title to Tenant's estate under this Lease shall not be required to cure those non-monetary defaults, if any, which are not reasonably susceptible of being cured or performed by such party, which shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's estate under this Lease by such party. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(v) In case of the termination of this Lease as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Tenant, Landlord shall give prompt notice to each Lender. Landlord shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Lease by reason of default by Tenant, and shall be for a term equal to the remainder of the Term of this Lease and upon the same terms, covenants, conditions and agreements as contained in this Lease. Upon the execution of any such new lease, the Lender shall (x) pay Landlord any amounts which are due Landlord from Tenant, (y) pay Landlord any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease, and (z) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by Tenant, to the extent that Tenant failed to perform the same prior to the execution and delivery of the new lease and the same reasonably susceptible of being cured. The provisions of this paragraph shall survive the termination, rejection or disaffirmance of this Lease.

(vi) Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Lender from the Site and the Property and the Easement Lands for the purpose of inspecting the Generating Facility.

(c) **Tax Credit Investors.** Notwithstanding anything in this Lease to the contrary, any Person providing tax credit financing with respect to the Generating Facility, including any Person acquiring a direct or indirect interest in Tenant or in Tenant's interest in or estate under this Lease as a tax credit investor, shall, in any case, be deemed a "Lender" under this Lease (but without a security interest in this Lease unless one is expressly granted), entitled to all the protections, rights and privileges of a Lender set forth in this Lease, including the preceding subsections of this Section 13.

#### **14. EVENTS OF DEFAULT; REMEDIES**

(a) **Events of Default.** Each of the following shall constitute an event of default under this Lease:

(i) The failure or omission by Tenant to pay any rent pursuant to Section 3 above required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after Landlord has delivered a written notice of the default to Tenant; or

(ii) The failure or omission by either party to observe, keep or perform any of the other material terms, agreements or conditions set forth in this Lease, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, if such failure or omission cannot reasonably be cured within such thirty (30) day period and the cure is diligently and continuously pursued by the defaulting party) after written notice from the other party.

Notwithstanding the foregoing, if a party to this Lease shall be unable to perform any of the terms, obligations or conditions contained in this Lease due to Unavoidable Delay, then such party shall be deemed not to be in default under this Lease for the period of such delay and the time for the performance of any such term, obligation or condition shall be extended for the

period of such delay. However, despite anything contained in this Lease to the contrary, nothing in this paragraph shall relieve Tenant from payment of rent as required in this Lease and insolvency or lack of funds shall not relieve any party to this Lease from fulfillment of any obligation arising from any part of this Lease.

(b) **Remedies.** Upon the occurrence and during the continuance of an event of default by either Party, the non-defaulting Party may pursue any and all remedies available to such party at law or in equity, subject, however to the provisions of Section 13(d) above.

(c) **Right to Injunctive Relief.** Notwithstanding the foregoing, or anything in this Lease to the contrary, in the event of any breach or threatened breach, either party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Lease.

## 15. CONDEMNATION

Should title or possession of all of the Site and the Easement Lands be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the portions of the Site and the Easement Lands not taken unsuitable for Tenant's use, as may be determined by Tenant, then this Lease shall terminate upon such vesting of title or taking of possession. In the event of any such partial taking, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Tenant or Tenant's designee or assignee shall have the right to participate in any settlement discussions involving Landlord and the condemning authority. Landlord shall receive all condemnation payments for the Property except that Tenant shall be entitled to full compensation, and any amount awarded, for: (i) the removal or relocation of the Generating Facility; (ii) loss or damage to any portion of the Generating Facility which Tenant cannot remove or is required not to remove; and (iii) loss of use or value of this Lease, determined as if there was no termination of the Lease under this paragraph.

## 16. MISCELLANEOUS

(a) **Governing Law.** The terms and provisions of this Lease shall be interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such State or any other state.

(b) **Jurisdiction.** Each party agrees: (i) that any action or proceeding relating to this Lease may (but need not) be brought in any court of competent jurisdiction in the State of Missouri, and for that purpose now irrevocably and unconditionally submits to the jurisdiction of such court in the State of Missouri; (ii) that it irrevocably waives any right to, and will not, oppose any such action or proceeding in the State of Missouri on any jurisdictional basis, including forum non conveniens; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court of the State of Missouri as contemplated by this paragraph.

(c) **Notices.** All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, shall be (i) personally delivered, (ii) delivered by reputable overnight courier or (iii) sent by registered or certified mail, return receipt requested, and postage prepaid, addressed as follows:

If to Tenant:

MCP-Waynesville, LLC

4031 NE Lakewood Way  
Lee's Summit, Missouri 64064  
Attention: Tony Ross

With a copy to:

Seigfreid Bingham, P.C.  
2323 Grand, Suite 1000  
Kansas City, Missouri 64108  
Attention: Stephen M. Kyle, Esq.

If to Landlord:

The City of Waynesville, Missouri  
\_\_\_\_\_  
Waynesville, Missouri  
Attention: City Clerk

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first Business Day following the mailing date. Notices mailed as provided herein shall be deemed given on the third Business Day following the mailing date. Notice of change of address shall be given by written notice by the applicable party sent in accordance with this paragraph.

(d) **Confidentiality.** To the extent allowed by applicable law, Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, all information pertaining to the terms and conditions of this Lease, including, without limitation, the financial terms, Tenant's site design and product design, methods of operation and methods of construction and power production or availability of Tenant's project, and, without written permission from Tenant, Landlord shall not issue any statements or press releases, make any public release or announcements regarding this Lease or the subject matter hereof or respond to any inquiries from the news media regarding such matters. This paragraph shall survive the termination or expiration of this Lease.

(e) **Estoppel Certificates.** Either party, without charge, at any time and from time to time, within ten (10) days after receipt of written request by the other party to this Lease, shall deliver a written certificate, duly executed, certifying to such requesting party (or any other Person specified by such requesting party, including any Lender):

(i) that this Lease is unmodified and in full force and effect, or if it has been modified, that the Lease is in full force and effect as so modified, and identifying any such modification;

(ii) whether, to the knowledge of such party, there are then existing any offsets or defenses in favor of such party against the enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying them, and also whether, to the knowledge of such party, the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and, if not, specifying them;

(iii) the dates to which rent and all other charges under this Lease have been paid; and

(iv) such other information or statements regarding the status of this Lease as may be reasonably requested. Any such certificate given under this Lease may be relied upon by the recipient of it, except to the extent the recipient has actual knowledge of facts contrary to those contained in the certificate.

(f) **Recording.** This Lease may not be recorded. Landlord consents to and hereby appoints Tenant as its attorney in fact for the purpose of registering a short-form or memorandum of this Lease in the applicable land registry office where the Site is located. Tenant shall be entitled to, and is hereby authorized to, file one or more financing statements or notices of security interest in such jurisdictions as it deems appropriate with respect to the Generating Facility in order to protect its rights in the Generating Facility or in connection with the grant of a security interest in the Generating Facility to any Lender. Landlord agrees to execute, and consents to Tenant's recording of, a short-form or memorandum of this Lease upon request by Tenant.

(g) **Further Assurances; Cooperation.** Landlord shall fully support and cooperate with Tenant in its development, installation, construction, operation and financing of the Generating Facility and the conduct of its activities and the exercise of its rights hereunder (including with Tenant's efforts to obtain from any governmental authority or any other Person any environmental impact review, permit, entitlement, approval, authorization or other rights, including any Permit, or sell, assign, transfer or finance the Generating Facility or any interest under this Lease), and Landlord shall perform all such acts (including executing and delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Tenant) as Tenant may reasonably specify to fully effectuate each and all of the purposes and intent of this Lease, including, without limitation, documents verifying Landlord's representations in Section 7 above. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Tenant, Landlord shall:

(i) enter into any reasonable amendment hereto (w) to correct an error in this Lease, (x) to amend the legal description attached hereto (including by replacing said legal description with a revised description prepared or provided by Tenant's surveyor or title company), (y) that may be required by any Lender or in connection with the transfer by Tenant of the Generating Facility or any interest under this Lease or (z) to cause this Lease to comply with applicable law;

(ii) execute and deliver to Tenant any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property, the Site or the Easement Lands;

(iii) enter into any reasonable consent and nondisturbance agreement with any Lender, stating that Landlord shall recognize the rights of the Lender and not disturb its possession of the Site or the Easement Lands so long as it is not in default under this Lease, and stating such other things as such Lender may reasonably request;

(iv) join in any grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line) as Tenant may deem necessary or desirable for its development and use of the Site or the Easement Lands;



(v) join with Tenant in the signing of any protest, petition, appeal or pleading that Tenant may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Tenant may deem necessary or desirable for Tenant's development and use of the Site or the Easement Lands as contemplated by this Lease; and

(vi) if because of the nature of this Lease Tenant is unable to qualify for any Environmental Incentive, amend this Lease or convert Tenant's interest in the Property, the Site or the Easement Lands to a substantially similar interest that makes Tenant eligible for such Environmental Incentive (but only if such amendment does not materially adversely affect Landlord's rights or obligations hereunder).

Tenant agrees to pay Landlord's reasonable out-of-pocket expenses incurred by Landlord in connection with Landlord's cooperation pursuant to the foregoing provisions of this paragraph. Without limiting the generality of the foregoing, Landlord shall not oppose, in any way, whether directly or indirectly, any application by Tenant for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

(h) **Amendments.** No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

(i) **No Waiver.** No waiver of any right under this Lease shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Lease.

(j) **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to the subject matter of this Lease and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Lease (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Lease.

(k) **Interpretation.** The parties agree that the terms and provisions of this Lease embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party. The rule of strict construction shall not apply to this Lease. This Lease shall be given reasonable construction so that the intention of Landlord and Tenant to confer reasonably useable benefits and reasonably enforceable rights and obligations is carried out.

(l) **Partial Invalidity.** Should any term or provision of this Lease, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(m) **Relationship of Parties.** This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landlord and Tenant or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Except as expressly herein provided, Landlord and Tenant shall

not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

(n) **Attorneys' Fees.** The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Lease or for the interpretation of this Lease shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

(o) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE OR THE RELATIONSHIP OF THE PARTIES HEREUNDER BE TRIED BY JURY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. EACH PARTY HEREBY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY. THIS WAIVER SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

(p) **Counterparts; Facsimiles.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Lease transmitted by facsimile to the same and full extent as the originals.

[signatures on following page]

IN WITNESS OF WHICH, the parties have executed and delivered this Lease as of the Effective Date.

**LANDLORD:**

**THE CITY OF WAYNESVILLE, MISSOURI**

By: 

Name: Luke Hardman

Title: Mayor

**ATTEST:**

By: 


Name: Carol Welch

Title: City Clerk

**TENANT:**

**MCP-WAYNESVILLE, LLC**

By: MC Power Companies, Inc., Sole Member

By:   
Anthony H. Ross, President



IN WITNESS OF WHICH, the parties have executed and delivered this Lease as of the Effective Date.

**LANDLORD:**

**THE CITY OF WAYNESVILLE, MISSOURI**

By: [Signature]

Name: Huge Hardman

Title: Mayor

**ATTEST:**

By: [Signature]

Name: Carol Welch

Title: City Clerk

**TENANT:**

**MCP-WAYNESVILLE, LLC**

By: MC Power Companies, Inc., Sole Member

By: Anthony H. Ross, President

## EXHIBITS

Exhibit A	Property
Exhibit B	Site
Exhibit C	Easement Lands
Exhibit D	Existing Liens

**EXHIBIT A**

**PROPERTY**

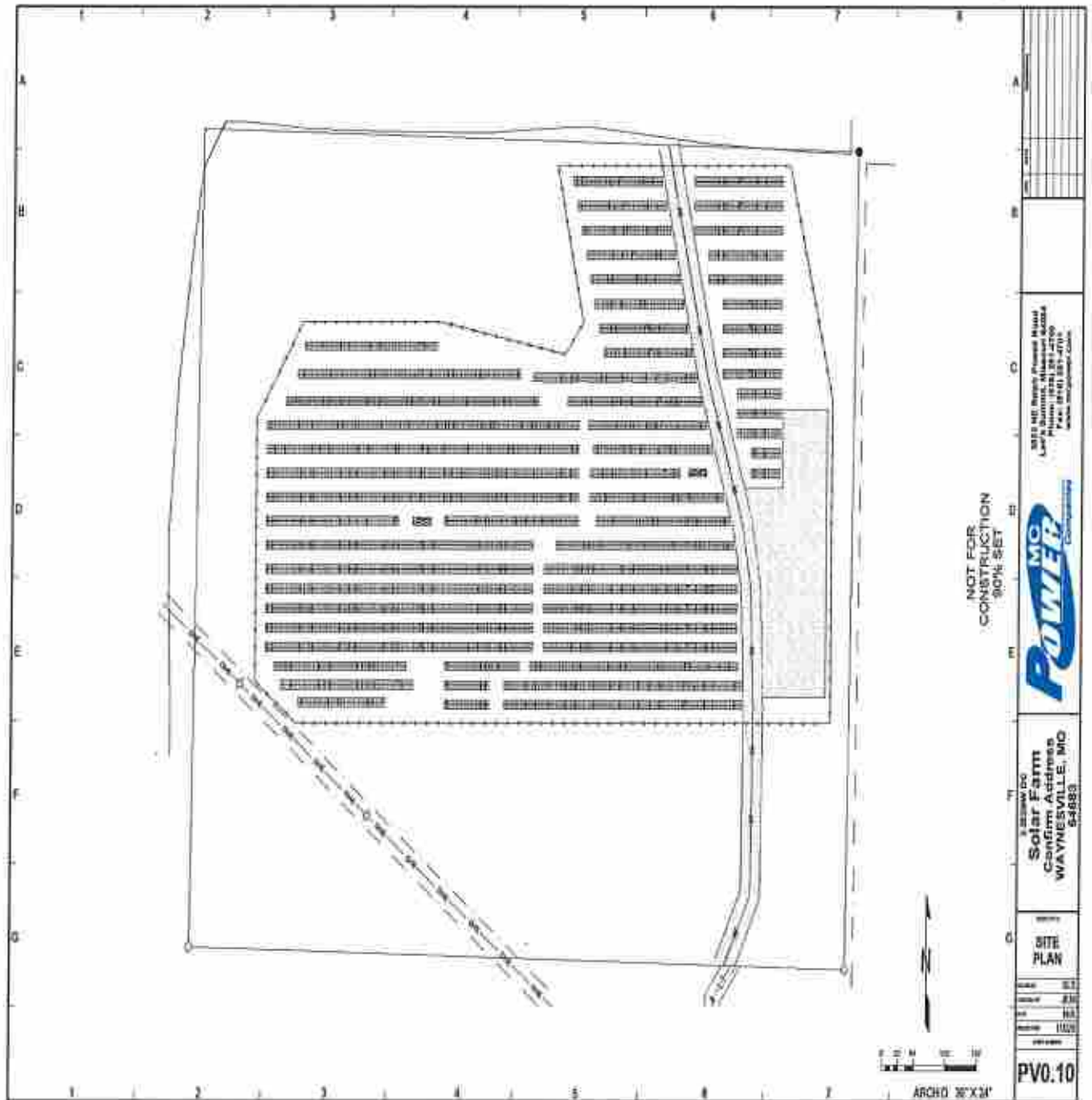
All of that certain real property in the City of Waynesville, Pulaski County, Missouri, described as follows:

All that part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 36 North, Range 12 West of the 5<sup>th</sup> P.M. described as follows: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 33; thence South 88°41'46" East, 1332.87 feet along the North line of the Northwest Quarter of the Southeast Quarter; thence South 00°52'16" West, 771.60 feet along the East line of the Northwest Quarter of the Southeast Quarter; thence North 89°59'59" West, 1335.08 feet to the West line of the Northwest Quarter of the Southeast Quarter; thence North 01°01'14" East, 801.95 feet along said West line to the point of beginning.

# EXHIBIT B

## SITE

All of that certain real property in the City of Waynesville, Pulaski County, Missouri, described as follows:



## **EXHIBIT C**

### **EASEMENT LANDS**

All of that certain real property in the City of Waynesville, Pulaski County, Missouri, described as follows:

A 30.0 foot wide Ingress/Egress and Utility Easement in the West Half of the Southeast Quarter of Section 33, Township 36 North, Range 12 West of the 5<sup>th</sup> P.M. lying 15.0 feet on each side of the following described Centerline: Commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 33; thence South 00°52'16" West, 771.60 feet along the East line of the Northwest Quarter of the Southeast Quarter; thence North 89°59'59" West, 194.25 feet to the Point of Beginning; thence South 02°49'43" East, 112.60 feet; thence South 03°02'31" West, 61.03 feet; thence South 06°49'18" East, 55.27 feet; thence South 11°40'27" West, 43.59 feet; thence South 38°48'29" West, 124.80 feet; thence South 04°26'39" East, 64.09 feet; thence South 18°12'12" East, 184.12 feet; thence South 42°51'02" East, 75.23 feet; thence South 30°27'20" East, 105.16 feet; thence South 72°43'22" East, 62.36 feet; thence South 81°48'05" East, 33.15 feet to the East line of the West Half of the Southeast Quarter and the Ending Point of said Centerline.

**EXHIBIT D**  
**EXISTING LIENS**

Title of Document: Quitclaim Deed  
Date of Document: \_\_\_\_\_, 2016  
Grantor: MCP-Waynesville, LLC  
Grantee: City of Waynesville, Missouri  
Statutory Address: 601 Historic Route 66, Waynesville, Missouri 65583  
Legal Description: See **EXHIBIT A** attached hereto  
Reference Book and Page: N/A

### **QUITCLAIM DEED**

**THIS QUITCLAIM DEED** ("Deed") is given as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by **MCP-WAYNESVILLE, LLC**, a Missouri limited liability company ("Grantor"), to **CITY OF WAYNESVILLE, MISSOURI**, a municipal corporation ("Grantee"). Mailing address of Grantee is 601 Historic Route 66, Waynesville, Missouri 65583

**WITNESSETH**, Grantor does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto Grantee all of Grantor's right, title and interest in and to the following real property, together with all improvements thereon, situate, lying and being in the County of Pulaski and State of Missouri, to wit:

See **EXHIBIT A** attached hereto.

**TO HAVE AND TO HOLD THE SAME**, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and unto its successors and assigns forever; so that neither Grantor nor its successors or assigns nor any other person or persons shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but it and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed as of the day and year set forth above.

**MCP-WAYNESVILLE, LLC**

By: MC Power Companies, Inc., Sole Member

By: \_\_\_\_\_  
Anthony H. Ross, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public in and for the county and state aforesaid, came Anthony H. Ross, the President of MC Power Companies, Inc. a Missouri corporation, the sole member of MCP-Waynesville, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the foregoing instrument, and he acknowledged execution of the foregoing instrument as the free act and deed of said limited liability company for the purposes stated therein.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My commission expires:



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

All that part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 36 North, Range 12 West of the 5th P.M., Pulaski County, Missouri, described as follows:

Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 33; thence South  $88^{\circ}41'46''$  East, 1332.87 feet along the North line of the Northwest Quarter of the Southeast Quarter; thence South  $00^{\circ}52'16''$  West, 771.60 feet along the East line of the Northwest Quarter of the Southeast Quarter; thence North  $89^{\circ}59'59''$  West, 1335.08 feet to the West line of the Northwest Quarter of the Southeast Quarter; thence North  $01^{\circ}01'14''$  East, 801.95 feet along said West line to the point of beginning.

**Finance & Human Resources Committee  
Summary of Open Session Minutes  
November 2nd, 2021**

**Members Present:** Councilman Ed Conley, Councilman Amanda Koren

**Absent:** Chairman Cecil Davis

**Staff Present:** John Doyle, Amber Box, Tracey York, Michele Brown, Miriam Jones

**Media:** Darrell Marina, Pulaski County Daily News

**Guests:** Mayor Jerry Brown, Keith Pritchard

Meeting was called to order

No citizen comments

TOTH Engineering: Mr. Doyle reviewed the Water/Wastewater proposal from TOTH Engineering.

Minutes were approved as written

Committee approving paying the bills

Committee reviewed the City's cash flow reports, bank account status, and YTD Budget. The city has completed 83.3% of the Fiscal Year with expenses tracking at 80% and revenues tracking at 84%.

Amending FY 2021 Budget: Committee requested an Ordinance Amending the FY 2021 Budget to be prepared for City Council in order to allow early payoffs of several lease agreements. The purpose of the early payoffs is to free up room in the FY 2022 Budget to entering into new lease agreements to meet the match requirements if the city is granted funds from the Volkswagen Grant program.

Review Final FY 2022 Budget: Committee reviewed the final budget and forwarded it to the City Council for final approval.

Review Annual CID Budget: Committee reviewed the FY 2022 CID budget, and reviewed funds in the amount of \$30,000 were paid to the city as the 2021 debt retirement on the current CID projects the city has completed.

Human Resources: Committee discussed the 2022 Personnel Manning Chart, reviewed the 2022 Step/Grade Chart that will be used for hiring and promotion purposes, and had a discussion on the merit-based staff evaluation process that is currently happening through the city.

City Health Insurance: Committee forwarded An Ordinance Authorizing the Mayor to Execute All Documentation Necessary to Join MIRMA Health to City Council for Final Approval.

Fire Department – Final Agreement: Committee reviewed the letter that was sent to terminate the contract with WRFPD effective December 31<sup>st</sup>, 2022. Committee an intergovernmental agreement that would establish fire protection services with the City of St. Robert. The agreement is for 45% of the billed real estate and property taxes for the City Limits of Waynesville, not to be less than \$204,000 annually. The Mayor was given the authority to sign the final agreement by the City Council via ordinance in October 2021.

911 County Contract: Committee reviewed the annual cost notice from the Pulaski County 911 Board. The cost for the city will be \$8,305.38, an increase of \$2,839.92. Committee forwarded an ordinance to enter into an updated agreement with the Pulaski County 911 Board to City Council for final approval.

Other Business:

*December Meeting:* There will be NO December committee meetings.

*ARPA Community Programs:* Committee reviewed all the current programs available to the citizens of Waynesville. These programs include the Utility Relief Program, the Build it Better Program, and Employee Premium Pay Program for Grocery and Convenience Stores located within the city limits of Waynesville.

There was a need for closed session

Committee returned to open session

Committee adjourned.

Next meeting will be held on January 13<sup>th</sup>, 2022 at 5:00pm

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTATION NECESSARY TO  
JOIN MIRMA HEALTH; APPROVING THE FORM OF CERTAIN DOCUMENTS NECESSARY TO THAT END;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the City is a municipal corporation formed under the Statutes of the State of Missouri; and

**WHEREAS**, the City is authorized by § 537.620 RSMo to join with other political subdivisions and participate in an entity to provide health insurance; and

**WHEREAS**, MIRMA Health is an entity formed for that purpose; and

**WHEREAS**, joining MIRMA Health is in the best interest of the City;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI, AS  
FOLLOWS:**

**Section 1.** That the Mayor and City Clerk are hereby authorized to execute a membership agreement with MIRMA Health, substantially in the form of the attached Exhibit A, as well as any and all additional documentation necessary to establish the City of Waynesville as a member of MIRMA Health.

**Section 2.** That the per employee per month rates for the initial period of membership January 1, 2022, through December 31, 2022, shall be as follows.

	<b>Employee Only</b>	<b>Employee with Spouse</b>	<b>Employee with Child(ren)</b>	<b>Employee with Family</b>
<b>Plan 0</b>	<b>\$800.00</b>	<b>\$1,480.00</b>	<b>\$1,320.00</b>	<b>\$2,160.00</b>
<b>Plan 5</b>	<b>\$640.00</b>	<b>\$1,184.00</b>	<b>\$1,056.00</b>	<b>\$1,728.00</b>
<b>Plan 6</b>	<b>\$617.00</b>	<b>\$1,142.00</b>	<b>\$1,019.00</b>	<b>\$1,667.00</b>

**Section 3.** That the above rates shall be payable monthly depending on the selected plan(s) and the City's actual enrollment.

**Section 4.** That this ordinance shall be in full force and effect upon its final passage and execution by the Mayor.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

Attest:

\_\_\_\_\_  
Michele Brown, City Clerk



November 16, 2021

City of Waynesville  
Attn: John Doyle, City Administrator  
Michele Brown, City Clerk  
100 Tremont Center  
Waynesville, MO 65583

Re: Confirmation of Health Proposal

Dear John & Michele,

Please note that MIRMA Health has completed the underwriting process and provided you and your council with a formal proposal for health coverage, dated October 27, 2021. This proposal provides the framework for providing medical coverage for all eligible workers beginning January 1, 2022.

Remaining documentation which must be completed by the council prior to January 1, 2021, is passage of an ordinance authorizing the Mayor to execute the ordinance and the MIRMA Health membership agreement.

Thank you for your interest in MIRMA Health.

Sincerely,

Steven Brown  
Health and Benefits Director  
MIRMA Health

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2022 HIRING & PROMOTION SALARY SCHEDULE  
AND PERSONNEL MANNING CHART; REPEALING CONFLICTING ORDINANCES;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the City's Comprehensive Plan establishes a goal to continue to attract and retain qualified professional staff with high ethical standards to fairly and efficiently deliver exceptional City service; and

**WHEREAS**, the Mayor and City Council have established a goal to improve the salaries of City of Waynesville employees;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WAYNESVILLE, AS FOLLOWS:**

**Section 1.** That the City Council has been presented with a Fiscal Year 2022 Hiring & Promotion Salary Schedule pertaining to the recruitment and promotion of City employees. This schedule shall be used for hiring and promotion only. That said Fiscal Year 2022 Hiring & Promotion Salary Schedule is attached hereto and incorporated herein by specific reference thereto.

**Section 2.** That employees shall be evaluated yearly and based on the merit of that evaluation, the employee may receive a salary increase according to the following schedule:

<b>Length of Service</b>	<b>% of Increase Range</b>
1-5 years	0% to 3%
6+ years	0% to 6%

The City Administrator's salary increase shall be \_\_\_\_%. The new salary schedule will be implemented effective January 1, 2021.

**Section 3.** That the City's Employee Personnel Manual, Section 7 – Compensation Plan shall be updated to include the same.

**Section 4.** Based on current job duties, specifications, and employee growth, it is necessary to amend the current Personnel Manning Chart to include current and future personnel.

**Section 5.** The revised Personnel Manning Chart is attached hereto and incorporated herein by specific reference hereto.

**Section 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 7.** That this ordinance shall take full force and effect on January 1, 2022.

**Section 8.** That all employees of the City of Waynesville shall comply with said ordinance.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Michele Brown, City Clerk

# HIRING & PROMOTION RATE CHART - 2022

15% MW - 10% Grade - 2% Step

	1	2	3	4	5
<b>1 BASE SALARY</b>	<b>\$ 24,648.00</b>	<b>\$ 25,140.96</b>	<b>\$ 25,643.78</b>	<b>\$ 26,156.65</b>	<b>\$ 26,679.79</b>
HOURLY RATE	\$ 11.85	\$ 12.09	\$ 12.33	\$ 12.58	\$ 12.83
<b>2 BASE SALARY</b>	<b>\$ 27,112.80</b>	<b>\$ 27,655.06</b>	<b>\$ 28,208.16</b>	<b>\$ 28,772.32</b>	<b>\$ 29,347.77</b>
HOURLY RATE	\$ 13.04	\$ 13.30	\$ 13.56	\$ 13.83	\$ 14.11
<b>3 BASE SALARY</b>	<b>\$ 29,824.08</b>	<b>\$ 30,420.56</b>	<b>\$ 31,028.97</b>	<b>\$ 31,649.55</b>	<b>\$ 32,282.54</b>
HOURLY RATE	\$ 14.34	\$ 14.63	\$ 14.92	\$ 15.22	\$ 15.52
<b>4 BASE SALARY</b>	<b>\$ 32,806.49</b>	<b>\$ 33,462.62</b>	<b>\$ 34,131.87</b>	<b>\$ 34,814.51</b>	<b>\$ 35,510.80</b>
HOURLY RATE	\$ 15.77	\$ 16.09	\$ 16.41	\$ 16.74	\$ 17.07
<b>5 BASE SALARY</b>	<b>\$ 36,087.14</b>	<b>\$ 36,808.88</b>	<b>\$ 37,545.06</b>	<b>\$ 38,295.96</b>	<b>\$ 39,061.88</b>
HOURLY RATE	\$ 17.35	\$ 17.70	\$ 18.05	\$ 18.41	\$ 18.78
<b>6 BASE SALARY</b>	<b>\$ 39,695.85</b>	<b>\$ 40,489.77</b>	<b>\$ 41,299.56</b>	<b>\$ 42,125.55</b>	<b>\$ 42,968.07</b>
HOURLY RATE	\$ 19.08	\$ 19.47	\$ 19.86	\$ 20.25	\$ 20.66
<b>7 BASE SALARY</b>	<b>\$ 43,665.44</b>	<b>\$ 44,538.74</b>	<b>\$ 45,429.52</b>	<b>\$ 46,338.11</b>	<b>\$ 47,264.87</b>
HOURLY RATE	\$ 20.99	\$ 21.41	\$ 21.84	\$ 22.28	\$ 22.72
<b>8 BASE SALARY</b>	<b>\$ 48,031.98</b>	<b>\$ 48,992.62</b>	<b>\$ 49,972.47</b>	<b>\$ 50,971.92</b>	<b>\$ 51,991.36</b>
HOURLY RATE	\$ 23.09	\$ 23.55	\$ 24.03	\$ 24.51	\$ 25.00
<b>9 BASE SALARY</b>	<b>\$ 52,835.18</b>	<b>\$ 53,891.88</b>	<b>\$ 54,969.72</b>	<b>\$ 56,069.11</b>	<b>\$ 57,190.49</b>
HOURLY RATE	\$ 25.40	\$ 25.91	\$ 26.43	\$ 26.96	\$ 27.50
<b>10 BASE SALARY</b>	<b>\$ 58,118.69</b>	<b>\$ 59,281.07</b>	<b>\$ 60,466.69</b>	<b>\$ 61,676.02</b>	<b>\$ 62,909.54</b>
HOURLY RATE	\$ 27.94	\$ 28.50	\$ 29.07	\$ 29.65	\$ 30.24

## ELECTRIC APPRENTICE PROGRAM

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	JOURNEYMAN
<b>APPRENTICE</b>	<b>\$ 31,636.80</b>	<b>\$ 34,465.60</b>	<b>\$ 37,502.40</b>	<b>\$ 41,142.40</b>	<b>\$ 43,908.80</b>
HOURLY RATE	\$ 15.21	\$ 16.57	\$ 18.03	\$ 19.78	\$ 21.11

## POLICE DEPARTMENT

<b>BASE SALARY</b>	<b>\$ 32,801.60</b>	<b>\$ 33,457.63</b>	<b>\$ 34,126.78</b>	<b>\$ 34,809.32</b>	<b>\$ 35,505.51</b>
PATROLMAN I	\$ 15.77	\$ 16.09	\$ 16.41	\$ 16.74	\$ 17.07
<b>BASE SALARY</b>	<b>\$ 35,425.73</b>	<b>\$ 36,134.24</b>	<b>\$ 36,856.93</b>	<b>\$ 37,594.07</b>	<b>\$ 38,345.95</b>
PATROLMAN II/K9	\$ 17.03	\$ 17.37	\$ 17.72	\$ 18.07	\$ 18.44
<b>BASE SALARY</b>	<b>\$ 38,259.79</b>	<b>\$ 39,024.98</b>	<b>\$ 39,805.48</b>	<b>\$ 40,601.59</b>	<b>\$ 41,413.62</b>
PATROLMAN III	\$ 18.39	\$ 18.76	\$ 19.14	\$ 19.52	\$ 19.91
<b>BASE SALARY</b>	<b>\$ 41,320.57</b>	<b>\$ 42,146.98</b>	<b>\$ 42,989.92</b>	<b>\$ 43,849.72</b>	<b>\$ 44,726.71</b>
CORPORAL	\$ 19.87	\$ 20.26	\$ 20.67	\$ 21.08	\$ 21.50
<b>BASE SALARY</b>	<b>\$ 44,626.21</b>	<b>\$ 45,518.74</b>	<b>\$ 46,429.11</b>	<b>\$ 47,357.70</b>	<b>\$ 48,304.85</b>
SERGEANT	\$ 21.45	\$ 21.88	\$ 22.32	\$ 22.77	\$ 23.22
<b>BASE SALARY</b>	<b>\$ 48,196.31</b>	<b>\$ 49,160.24</b>	<b>\$ 50,143.44</b>	<b>\$ 51,146.31</b>	<b>\$ 52,169.24</b>
LIEUTENANT	\$ 23.17	\$ 23.63	\$ 24.11	\$ 24.59	\$ 25.08
<b>BASE SALARY</b>	<b>\$ 52,052.02</b>	<b>\$ 53,093.06</b>	<b>\$ 54,154.92</b>	<b>\$ 55,238.02</b>	<b>\$ 56,342.78</b>
CHIEF	\$ 25.03	\$ 25.53	\$ 26.04	\$ 26.56	\$ 27.09

## **PERSONNEL MANNING CHART – 2022-**

### **Amended**

#### **1**

Construction/Parks Laborer I  
Seasonal Laborer/Worker  
Meter Reader I  
Animal Shelter Worker I

#### **2**

Construction/Parks Laborer II  
Public Works Technician I  
Administrative Assistant I  
Animal Shelter Worker II

#### **3**

Public Works Technician II  
Administrative Assistant II  
Accounts Payable Clerk  
Meter Reader II  
Police Dispatch I  
Animal Control Officer

#### **4**

Building Inspector I  
Administrative Assistant III  
Public Works Technician III  
Payroll Clerk  
Police Dispatch II  
Equipment Operator I  
Court Clerk I  
Assistant Parks Supervisor  
Plant Operator

#### **5**

Airport Technician I  
Building Inspector II  
Parks Supervisor  
Court Clerk II  
Equipment Operator II  
Executive Assistant I

#### **6**

Public Works Foreman  
Parks & Recreation Director  
Court Administrator  
Equipment Operator III  
Airport Technician II  
Executive Assistant II  
Airport Maintenance Supervisor  
Senior Plant Operator

#### **7**

Youth Sports Director  
Animal Shelter Supervisor  
Natural Gas Supervisor  
Accounts Payable/Payroll Manager  
Airport Operations Supervisor  
Construction Supervisor  
Street Supervisor

#### **8**

Assistant Water/Wastewater Supervisor  
Assistant Electric Supervisor  
Building Official  
Utility Billing Supervisor/Deputy City Clerk  
Finance Officer

#### **9**

Economic Development Coordinator  
Electric Supervisor  
Water/Wastewater Supervisor

#### **10**

City Clerk

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AL1 – Apprentice Lineman I  
AL2 – Apprentice Lineman II  
AL3 – Apprentice Lineman III  
AL4 – Apprentice Lineman IV  
JLM – Journeyman Lineman

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PM I – Patrolman I  
PM II – Patrolman II  
PM III – Patrolman III  
CRPL – Corporal  
SGT - Sergeant  
LT - Lieutenant  
CHF - Chief of Police



**AN ORDINANCE AMENDING THE FISCAL YEAR 2021 BUDGET;  
REPEALING CONFLICTING ORDINANCES;  
FIXING AN EFFECTIVE DATE**

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI AS FOLLOWS:**

**Section 1.** That the City of Waynesville is required to authorize expenditures for all municipal purposes and for proprietary and special funds under its care, and that said Fiscal Year 2021 Budget is herein referenced thereto.

**Section 2.** That the City Administrator has submitted a budget in accordance with Ordinance #2446, a copy of which is on file with the City Clerk.

**Section 3.** That the City Council has reviewed the budgeted document and the amended 2021 fiscal year budget is hereby accepted and approved.

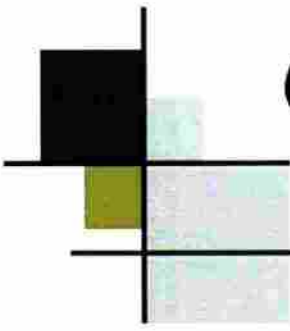
**Section 4.** That this ordinance shall take full force and effect upon its passage.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18<sup>th</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk



# City of Waynesville

Preserving the Past - Planning for the Future

100 Tremont Center Waynesville, MO. 65583

## Exhibit A

To: Waynesville City Council

From: City Administrator, John Doyle & Finance Officer, Amber Box

### **City of Waynesville – Fiscal Year 2021 Budget Amendment**

The purpose of this memo is to summarize the recommended adjustments to the 2021 Budget. Revising our 2021 budget is largely due to the request to pay off several lease purchase agreements in FY 2021, so that the city will have availability in 2022 to enter into new lease purchase agreements, should the Volkswagen Grant be approved in a substantial capacity. Additionally, the Street Department had excess funds left in their Street Improvements line, so a request was made and approved to purchase a new roller in the early fall and have those funds reappropriated to the Fixed Assets line. The Electric Department would like to purchase a used bucket truck in lieu of repairing their current truck. New information shows this not to be fiscally reasonable, and purchasing another truck would be a better use of the funds; the department has requested a reappropriation of funds for this purpose.

Street Department	FY 2021 Budget	Proposed 2021 Budget	Difference
Street Improvements (Expense)	\$250,000	\$210,000	\$40,000
Lease Payments (Expense)	\$230,000	\$290,000	-\$60,000
Fixed Assets (Expense)	\$0	\$20,000	-\$20,000

Electric Department	FY 2021 Budget	Proposed 2021 Budget	Difference
Plant Ext Material (Expense)	\$150,000	\$140,000	\$10,000
Engineering (Expense)	\$230,000	\$200,000	\$30,000
Lease Payments (Expense)	\$380,000	\$360,000	\$20,000
Fixed Assets (Expense)	\$0	\$60,000	-\$60,000

Water Department	FY 2021 Budget	Proposed 2021 Budget	Difference
Lease Payments (Expense)	\$355,000	\$370,000	-\$15,000
Fixed Assets (Expense)	\$25,000	\$10,000	\$15,000

Waste Water Dept.	FY 2021 Budget	Proposed 2021 Budget	Difference
Lease Payments (Expense)	\$214,000	\$221,000	-\$7,000
Fixed Assets (Expense)	\$50,000	\$43,000	\$7,000

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2022 BUDGET;  
FIXING AN EFFECTIVE DATE;  
REPEALING CONFLICTING ORDINANCES**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WAYNESVILLE AS FOLLOWS:**

**Section 1.** That the City of Waynesville is required to authorize expenditures for all municipal purposes and for proprietary and special funds under its care, and that said Fiscal Year 2022 Budget is attached hereto and incorporated herein by specific reference thereto.

**Section 2.** That the City Administrator has submitted a budget in accordance with Ordinance #486, a copy of which is on file with the City Clerk.

**Section 3.** That the Finance Committee of the City Council, other committees, and committee chairman have reviewed the budgeted document.

**Section 4.** That this ordinance shall take full force and effect on January 1, 2022.

**Section 5.** That all employees of the City of Waynesville shall comply with said ordinance.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Michele Brown, City Clerk

EMERGENCY SERVICE AND POLICE  
COMMITTEE MEETING SUMMARY  
November 4, 2021

**In Attendance:**

**Members:** Chairman Sean Wilson, Councilman Clarence Liberty

**City Staff:** John Doyle, Michele Brown, Chief Cordova, Amber Box, Tracey York, Miriam Jones

**Guests:** Mayor Jerry Brown, Councilman Ed Conley

**Media:** Darrell Maurina

**Absent:** Councilman Michael Curtis

- **Call to Order and Citizen Comments:** Meeting called to order at 3:30pm. No Citizen comments.
- **Approval of minutes- October 14, 2021-** Meeting minutes approved.
- **2022 Final Police Budget-** The final budget for Police, Animal Shelter, Court and Fire Protection was presented to the committee. Councilman Liberty and Chief Cordova discussed replacing tasers and pistols for all of the Officers. Councilman Liberty stated that if we can afford the payment in the budget then move forward with all new tasers. There was a request from Officers for new pistols. Current pistols are an older model. Councilman Liberty agrees the pistols need to be replaced.
- **Grant Updates-** Chief Cordova stated that all of last fiscal year's grants have been closed out. All funds have been received. Effective October 31 the 2022 grant cycle started. The last two weeks of December will be the Holiday Enforcement DWI Grant cycle.
- **Police Department Updates**
  - **Police Department Statistics-** Chief Cordova provided the Police Department's statistics broke down by each officer to include incidents and citations. Councilman Liberty would like quarterly stats only moving forward.
- **Other Business**
  - **Fire Department- Final Agreement-** Mr. Doyle provided the proposed draft letter from the City to Waynesville Rural Fire Department giving a one year advance written notice of non-renewal required by agreement. Mr. Doyle also provided the contract between the City and Saint Robert for fire protection services. Chairman Wilson would like to entertain a motion to accept the agreement and send to City Council. Councilman Liberty made a motion. Chairman Wilson seconded the motion. Motion passed.
  - **911 County Contract-** A letter was received from Pulaski County 911 Communications wanting to amend the contract price for services that are provided. The current amount of \$5,465.46 was established in 2012 and has continued to be the annual amount for services since that date. Beginning January 2022, the annual amount for services will be \$8,305.38, and shall be automatically renewed annually or terminated as documented in the current signed agreement. Chairman Wilson made a motion to send agreement to City Council for approval. Councilman Liberty seconded the motion. Motion passed.

Having no further business, meeting adjourned at 4:18pm.

Next meeting is scheduled for January 13, 2022 at 3:30pm.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH THE CITY OF SAINT ROBERT  
FOR FIRE PROTECTION SERVICES;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the City of Waynesville strives to provide quality fire protection services to its citizens to minimize the risk of property damage, personal injury or loss of life; and

**WHEREAS**, the City of Saint Robert, Missouri, currently maintains and equips a high-quality fire department providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services and other services incidental to the protection of person and property in its community; and

**WHEREAS**, the cities of Waynesville and Saint Robert share a mutual border and the cities have a long history of working in close harmony on matters of mutual concern through mutual aid and intergovernmental agreements; and

**WHEREAS**, Waynesville and Saint Robert could enjoy greater efficiencies and economies of scale, while preserving the high level of fire protection service each city currently provides its citizens if the City of Saint Robert assumed primary responsibility for the provision of fire suppression and certain other fire-related services in Waynesville; and

**WHEREAS**, the City Council desires to enter into an Agreement by which Saint Robert will provide fire protection services to the citizens of the City of Waynesville.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MISSOURI, AS FOLLOWS:**

**Section 1.** That the Intergovernmental Agreement between the City of Waynesville, Missouri and the City of Saint Robert, Missouri, which is attached as "Exhibit A" hereto and made a part thereof, is hereby approved.

**Section 3.** That the Mayor is authorized to execute this Agreement on behalf of the City.

**Section 4.** That the City Administrator is authorized to implement policy and procedure to facilitate this agreement and may, in the absence of the Mayor, be allowed to negotiate terms concerning the Agreement for the good of the City, with the City of Saint Robert, Missouri.

**Section 5.** This ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.**

By: \_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk

## EXHIBIT A

**FIRE PROTECTION CONTRACT BETWEEN THE INCORPORATE CITIES OF  
WAYNESVILLE AND ST. ROBERT, MISSOURI**

The City of Waynesville, Missouri and The City of St. Robert, Missouri do contract and agree as follows:

1. The City of Waynesville enters into this agreement as a Missouri City of the third class.
2. The City of St. Robert enters into this agreement as a Missouri city of the fourth class.
3. The cities agree that the provision of fire protection and related services to their citizens is a public service which is within the authority of both cities to provide their respective citizens.
4. Presently, the fire protection services for the City of Waynesville are being provided for by the Waynesville Rural Fire Protection District.
5. A true copy of the agreement between the City of Waynesville and the Waynesville Rural Fire Protection District is attached hereto as **Exhibit A** and is incorporated herein by specific reference thereto.
6. The City of St. Robert will assume fire protection services for the City of Waynesville immediately upon the termination of that city's contract with the Waynesville Rural Fire Protection District. (**Exhibit A**).
7. This agreement is entered into pursuant to Sections 71.370 through 71.390, RSMo.
8. The terms of this agreement shall be five years from the date of the termination of the City of Waynesville's current fire protection contract with the Waynesville Rural Fire Protection District.
9. The annual compensation payable to the City of St. Robert from the City of Waynesville for services described in this agreement shall be determined as follows:
  - a. The first year shall be calculated as forty-five percent (45%) of real estate and property tax due to be paid to the City of Waynesville for the year 2021, which the parties agree that such sum for the first year shall be \$204,000.
  - b. The compensation under this contract shall never be less than \$204,000 per year.
  - c. Each subsequent year, the compensation shall be determined in the same manner. For example, in year two of this contract, the compensation shall be forty-five

percent (45%) of the real estate and property tax that is payable to the City of Waynesville by its citizens and property owners.

d. If the second year compensation sum figured at the forty-five percent (45%) of real estate and property taxes is less than \$204,000, the compensation shall be \$204,000 for the second year.

e. If the second year compensation figured at the forty-five (45%) of real and property taxes is more than \$204,000 the compensation for the second year shall increase to that sum.

f. The compensation for each successive year of this agreement shall be calculated in the manner set forth for year two.

11. The parties specifically find that this agreement is in the best interests of the cities and their citizens.

12. The cities are also entering into this agreement pursuant to the provisions of Sections 71.370, 71.380 and 71.390, RSMo. Those provisions state as follows:

a. **71.370—Contracts for fire protection between incorporated cities.** — Any incorporated city in this state having a fire department may contract to furnish fire protection to any other incorporated city or cities in this state, whether or not such other incorporated city or cities have a fire department.

b. **71.380—Fire protection contracts.** — Any two or more incorporated cities wishing to take advantage of sections [71.370 to 71.390](#) may, by ordinance duly enacted in each of such cities, agree upon the terms upon which such fire protection shall be furnished, and such agreement may, where two or more such cities have fire departments, include an interchange of the service of such fire departments upon such terms as are agreed upon; or such agreement may provide for the payment of a stated sum per month or per year, or a stated sum per fire, or any other method of compensation for such fire protection that is agreed upon by the two or more incorporated cities entering into such contract; provided, that any contract for a longer period than five years shall have no binding force until ratified by a majority of the voters voting on the question in each of the cities entering into such contract.

c. **71.390—Payments under contracts.** — Payments contracted for under sections [71.370](#) and [71.380](#) shall be made from any funds of the city available for such purpose.

13. The parties specifically note the language in Section 71.380, RSMo., which states in pertinent part: "...that any contract for a longer period than five years shall have no binding force until ratified by a majority of the voters voting on the question in each of the cities entering into such contract."



14. This contract shall be annually renewable by each city by an ordinance legally passed.

15. The City of Waynesville shall provide at its expense a fire station location in Waynesville, suitable for the placement and operation of a firetruck and quarters for firefighters to sleep overnight. Such station will be equipped, including all communications and computer systems.

16. The City of St. Robert will supply the firetruck, all ancillary equipment, and firefighters at their expense.

17. The City of St. Robert will be an independent contractor.

18. Each city will appoint a person to negotiate and effectuate this agreement with each of these appointed persons vested with discretion to bind their respective city to additional terms not herein set forth.

19. The City of St. Robert will provide liability coverage with the City of Waynesville as an additional named insured with minimum limits of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) per incident.

20. The City of St. Robert will provide workers compensation coverage on its employees in compliance with Missouri state law.

21. The City of Waynesville will supply a location in the City of Waynesville for the placement of a St. Robert firetruck and other equipment. This building will include sleeping quarters and restrooms. The cost of all maintenance and upkeep on the building will be born by the City of Waynesville.

22. The City of Waynesville will provide liability and property insurance on the building and all personal property of the City located in the building. The minimum liability insurance coverage limits will be One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) per incident and will name the City of St. Robert as an additional named insured.

23. The City of St. Robert will provide property insurance on its property located in the building protected by Waynesville at its expense.

24. The City of St. Robert Fire Department will provide inspection and fire codes enforcement on commercial business located in the City of Waynesville. At present, both cities have the same fire code.

25. The City of St. Robert Fire Department will test for flow rate and pressure the fire hydrants within the City at least every six months and will provide the results of those tests to the City of Waynesville.

26. The fire chief or a person designated by him will attend city council or committee meetings of the City of Waynesville upon request.

27. The City of St. Robert will fulfill all mutual aid agreements that are in force and effect that bind the City of Waynesville to provide mutual aid.

28. The law of Missouri will apply to this agreement.

29. In the event of breach of this agreement by either party, that party will give the other written notice and the parties will meet to try to resolve the issue. The parties will mediate the case prior to any litigation being filed.

30. Neither party can assign this agreement.

31. This written agreement constitutes the entire agreement of the parties.

**IT IS SO AGREED**

**CITY OF WAYNESVILLE**

\_\_\_\_\_  
Date

By:\_\_\_\_\_  
John Doyle, City Administrator

**CITY OF ST. ROBERT**

\_\_\_\_\_  
Date

By:\_\_\_\_\_  
George A. Lauritson, Mayor

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF WAYNESVILLE  
AND THE PULASKI COUNTY 9-1-1 EMERGENCY SERVICE BOARD FOR  
DISPATCHING SERVICES;  
FIXING AN EFFECTIVE DATE;**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WAYNESVILLE AS  
FOLLOWS:**

**Section 1.** That the Dispatching Services Agreement, attached as Exhibit A, is hereby approved.

**Section 2.** That the Mayor and/or City Administrator is authorized to execute said Agreement on behalf of the City.

**Section 3.** All Officers and employees of the City are hereby directed to take such action as may be reasonably required to cause the City to comply with its obligations under the terms of the said Agreement.

**Section 4.** That this ordinance shall take full force and effect on January 1, 2022.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL THIS 18<sup>TH</sup> DAY OF NOVEMBER,  
2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Michele Brown, City Clerk

## EXHIBIT A

### DISPATCH AGREEMENT

#### Agreement for non-emergency dispatch services between a Public Safety Agency and the E-911 Board

#### I. PARTIES

City of Waynesville

PULASKI County Emergency  
Services Board

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
City/State/Zip Code

Business Phone: \_\_\_\_\_  
Hereinafter referred to as  
“the Public Safety Agency”

Business Phone: \_\_\_\_\_  
Hereinafter referred to as  
“the 911 Board”

#### II. RECITALS

**WHEREAS**, the voters of PULASKI County have noted in a Sales Tax to establish an E-911 Emergency Telephone Service; and

**WHEREAS**, the PULASKI County E-911 Board has its own elected Board and funding source and therefore is a political subdivision in its own right; and

**WHEREAS**, the PULASKI County E-911 Board is therefore asking for financial contributions from the Public Safety Agencies for additional non-emergency duties;

**WHEREAS**, both the 911 Board and the Public Safety Agency are either political subdivision in their own right or in the alternative governed by entities that are political subdivision, and are therefore empowered to enter into joint powers agreements in Article IV s 16 of the Missouri Constitution and 70.220 RSMo; and

**WHEREFORE**, the parties have entered into this Agreement and the covenants contained herein in order to better fulfill their respective fiduciary duties to protect the public health and safety.

#### III. FINANCING AND CONSIDERATION

The Public Safety Agency shall reimburse the 911 Board \$8,305.38 annually. This amount may be paid in total in advance on or before January 31<sup>st</sup>, 2022 \_\_\_\_ (check here). Or in lieu thereof,

the Public Safety Agency may make quarterly payments in the amount of \$2,076.35, with the first payment due on or before January 31<sup>st</sup>, 2022, and with each additional payment due on or before the end of each quarter. \_\_\_\_\_ (check here). Or in lieu thereof, the Public Safety Agency may make monthly payments in the amount of \$692.12 on or before the lay day of each month. \_\_\_\_\_ (check here).

#### IV. NO VICARIOUS LIABILITY FOR EITHER PARTY AND INDEPENDENT CONTRACTOR RELATIONSHIP

The 911 board agrees to hold the Public Safety Agency completely harmless and without fault for any civil, criminal or administrative liability whatsoever that might conceivably result for the 911 Board's dispatch services and activities except that if there is any finding of ultimate liability to or settlement with a third party, the Public Safety agency shall be liable for its contributory share of any negligence. Similarly, the Public Safety Agency agrees to hold the 911 Board harmless and without fault for any civil, criminal, or administrative liability that might conceivably result from any of the Public Safety Agency's official governmental activities such as responding to the 911 Boards' dispatch services and including but not limited to vehicular operations, law enforcement activities, firefighting, or rendition of patient care, except that if there is any finding of ultimate liability or settlement with a third party, the 911 Board shall be liable for its contributory share of any negligence. Both parties agree to carry maximum liability exposure insurance for public entities and to aggressively assert through their respective insurance carriers or their own representatives any and all defenses to any conceivable claims., including but not exclusively, any defense available under the Sovereign Immunity Doctrine, the Official Immunity Doctrine, or the Missouri Public Duty Doctrine and to settle any claim only after good faith negotiations.

#### V. SERVICES TO BE PROVIDED BY THE E-911 BOARD

The 911 Board's dispatchers shall provide dispatch services from 1600 hours until 0800 hours, Monday through Thursday, and twenty-four (24) hours a day from 1600 hours Friday until 0800 hours Monday; to include twenty-four (24) hours a day on holiday's recognized by the Public Safety Agency as official holidays. It will be the responsibility of the Public Service Agency to forward phones to the Communications Center, as well as notifying the 911 Board's dispatcher's that the phone has been forwarded. As used in the document, the term "dispatching services" shall include the receipt and handling of the Public Safety Agencies non-emergency/administration telephone line(s), the request of afterhours utility outage, request of wrecker service, issuance of key to divers, acceptance/paperwork for bond(s) and radio traffic according to the MDT policy and ordinance. The Board shall provide the Public Service Agency with access to query MULES from their MDT, as well as the 911 Board's dispatchers shall promptly dispatch the Public Safety Agency in accordance with mutually agreed to criteria, protocols, and manuals as applicable and appropriate.

## VI. TIMELY RECORD PRODUCTION AND RECORD RETENTION

The 911 Board shall keep all calls for service recorded in the Computer Aided Dispatch system, which the Public Safety Agency has access to. These records are permanent and are kept indefinitely. The 911 Board shall also make its recording tapes of its radio and telephone traffic readily available to the Public Safety Agency for a minimum of thirteen (13) months and shall make said recording available to the Public Safety Agency upon a timely form request.

## VII. EFFECTIVE DATE, TERM OF AGREEMENT AND TERMINATION NOTICE PROCEDURES FOR WITHOUT AND FOR CAUSE

The effective date of this Agreement shall be on the date of execution as indicated in “IX EXECUTION” below. Thereafter, the term of this Agreement shall continue on an annual yearly basis, beginning from the identified date of execution of each year with such amendments and changes as the parties have agreed thereto per the procedures provided by in section “VII AMENDMENTS AND INTEGRATION” as provided in this Agreement. This Agreement shall automatically renew annually unless terminated by either party. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice by certified mail return receipt requested upon delivery to the other party. In the event of the failure of the Public Safety Agency to make any of the Payments provided herein when due, or after written notice by either party to the other of the breach of any covenants herein or such party’s failure to perform any obligation provided herein and not otherwise excused, of such breaching party’s failure to correct such breach or perform such obligations within sixty days after the date of such notice, then the party not in breach at such party’s option may declare this Agreement, and the breaching party’s right hereunder, to be forfeited and terminated; or suspend further payments, if applicable, until such breach be cured, or exercise and proceed with any remedy available to such party under Missouri law. In any such event, the breaching party agrees to pay all reasonable expenses and costs of the prevailing party, including attorney’s fees and court costs, incurred by such prevailing party in asserting any rights hereunder.

## VIII. AMENDMENTS AND INTEGRATION

The parties intend that this Agreement be the sole Agreement between the parties and that no other documents or understandings are to be hereby in any way incorporated by reference unless the Agreement is properly amended as provided herein. The agreement may be amended only in writing, executed by authorized persons for each party, and only after adoption of said amendments by resolution of the governing Boards for each party.

IX. EXECUTION

In witness thereof, the parties have executed this Agreement as the day and year written.

**FOR THE PUBLIC SAFETY AGENCY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**FOR THE E-911 BOARD:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

ECONOMIC DEVELOPMENT and GOVERNMENTAL AFFAIRS  
COMMITTEE MEETING  
SUMMARY  
November 3, 2021

**In Attendance:**

**Committee:** Chairman Rob Rice, Councilman Bill Farnham

**City Staff:** John Doyle, Miriam Jones, Tracey York, Michele Brown

**Absent:** Councilman Michael Curtis

**Media:** Darrell Maurina

- Meeting called to order at 5:00pm. No citizen comments.
- Meeting minutes from October 14, 2021 approved.
- 2022 Final Budget- Final budget worksheet provided to the committee. There is an Economic Development line in the budget with \$70,000 to help fund community organizations, future activities, memberships and economic development programs.
- CID Budget Review- The Westgate Community Improvement District budget was provided for review. The CID board meets bi-annually. Members are Mr. Doyle, Mayor Brown, Councilman Conley, Richard Hicks, and David McFarland. The financials are overseen by Mark Spykerman with Gilmore and Bell. The city is reimbursed once a year for the development of the Community Improvement District. In 2020 the city was reimbursed \$50,000 and this year received \$30,000.
- Roubidoux Stretery- The Roubidoux Stretery is in the beginning stages of development and will kick off next Spring. The food truck court will tie into other features that the city has planned.
- Economic Development Coordinator Update- Scheduled to start on November 15.
- Business Spotlight- November- The Blue Bee, January- Haute Dawgs
- Special Events- November 11- Veterans Day Parade in Saint Robert
- Other Business- The City received funding through the American Rescue Plan Act and has approved the following programs to offer assistance to the citizens of Waynesville.
  - Employee Premium Pay Program for Grocery & Convenience Stores located within the City Limits of Waynesville- The owner of business must apply for employees; check will be written to employees for up to \$250 per employee. Amount based on length you worked through pandemic. Rules set by government and must still be employed by business.
  - Utility Relief Program- \$100,000 has been set aside for the Utility Relief program. This is a five-year program with \$20,000 to be allocated each year.
  - Home Energy Efficiency Improvement Program- The amount of funding for this program is \$100,000. Homeowners within City limits can apply for up to \$2,000. Once application is submitted it will be reviewed and a home energy audit will be performed to make sure that funds requested are actually going into home to make the home more energy efficient.

Having no further business, the meeting adjourned at 5:31pm.

Next scheduled meeting will be held on January 4, 2022 at 5:00pm



WAYNESVILLE-ST ROBERT JOINT AIRPORT  
BOARD MEETING  
SUMMARY  
October 25, 2021  
3:00pm

**Attendance:**

**Board:** Chairman Lauritson, Randy Becht, John Doyle, Bill Taylor, Anita Ivey

**Staff:** Miriam Jones

**Guests:** Erin Younkin, Robert Crain, Dave Hadel, Ryan Lorton, Carola Prewitt, Allen Moll, Dave Robinson, Walter Matill, Renea Lazzarini, Dorsey Newcomb, Amanda Koren, Darlene Battle

**Media:** Darrell Maurina

1. **Call to Order:** Meeting called to order at 3:00pm
2. **Approval of Minutes:** Meeting minutes from September 28, 2021 approved.
3. **Reports by Staff**
  - a. **Administration:**
    - i. **Budget-** The budget was provided to the Board which reflects 83.3% of the year with expenses tracking at 87%. Randy Becht made a motion to approve the budget. Bill Taylor seconded the motion. Budget approved.
    - ii. **Airport Operations Manager-** The fuel sales spreadsheet was provided to the board. SkyWest has fueled 18 times so far for the month of October.
4. **New Business:**
  - i. **Executive Order 14042-** Chairman Lauritson discussed Executive Order 14042. This order which was passed by President Biden requires Federal Contracted employees to get the COVID-19 vaccine. This includes our employees at the Airport.
  - ii. **SkyWest Airline Update**
    - a. **Fuel Requirements-** SkyWest requires unleaded and diesel fuel for their ground equipment. At this time moving forward with barrels that will hold the fuel. Eventually would like to upgrade to fuel trailer which would provide a cleaner service.
    - b. **Baggage Handling/ Covered baggage carts-** The baggage carts do not have a top cover over them to provide coverage during inclement weather so we are currently looking into purchasing tops for the carts.
    - c. **Baggage Handling/ Building used for baggage claim-** The baggage area is not large enough to hold all of the baggage at this time, it fills the waiting area of the terminal. We would like to improve this and provide additional room for baggage to be kept.
    - d. **Inboarding & Outboarding passenger separation requirement-** There needs to be a way to keep the inboarding and outboarding passengers separated in the terminal, looking at options to be able to provide this separation.
  - iii. **Furniture/TV/Cable at Airport-** Additional chairs have been purchased for the terminal waiting area. TV and Cable will also be provided in the additional trailer that will be used for a waiting area. There was a request for the Weather Channel to be provided and that has been addressed.
  - iv. **Burns & McDonnell Engineering Update-** Robert Crain gave a brief update from Burns & McDonnell. Mr. Crain stated that they received the approval from MODOT to move forward with the Environmental Assessment for the Terminal Area Master Plan.
  - v. **SOP Marketing Report-** Erin Younkin provided the board with the marketing report. The optimization score is now at an 83.4%. Focusing on the key words that are relevant to our airport has helped our score continue to climb. The top three pages visited on the website are the Home page, Book a Flight page and Traveling to FLW page. Ms. Younkin discussed the

Inaugural Flight Event post on the Facebook page, there were some positive and negative comments posted. The negative comments have been addressed.

Next meeting: Tuesday, November 23, 2021 at 3pm at Saint Robert City Hall.

With no further business, meeting adjourned at 3:50pm.

**AN ORDINANCE AMENDING ORDINANCE #2456 AUTHORIZING THE MAYOR OF THE CITY OF WAYNESVILLE TO EXECUTE A SUPPLEMENTAL AGREEMENT FOR AIRPORT AID BETWEEN THE CITY OF WAYNESVILLE, CITY OF ST. ROBERT AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, on January 21, 2021 the City Council of the City of Waynesville entered into an Airport Aid Agreement, Project number AIR 206-057B-1, with the Missouri Highways and Transportation Commission for Air Service Promotion for the Waynesville/St. Robert Regional Airport; and

**WHEREAS**, the parties desire to extend the project time period to allow for completion of the work regarding airport promotion and marketing.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MO AS FOLLOWS:**

**Section 1.** The Mayor and/or City Administrator is hereby authorized to execute, on behalf of the City of Waynesville, Missouri, "Exhibit A", a supplemental agreement with the City of St. Robert and the Missouri Highways and Transportation Commission to grant an extension to the project time period from December 31, 2021 to December 31, 2022.

**Section 2.** That all ordinances or parts of ordinances therefore enacted which are in conflict are hereby repealed.

**Section 3.** This ordinance shall be in full force and effect from and after its passage and approval.

**PASSED BY THE CITY COUNCIL ON THIS 18<sup>th</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk

CCO Form: MO03  
Approved: 7/94 (MLH)  
Revised: 03/17 (MWH)  
Modified:

Project No. AIR 206-057B-1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Waynesville (hereinafter, "Sponsor") and the City of St. Robert (hereinafter, "Co-Sponsor") (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor and the Co-Sponsor have entered into a joint use agreement for the Waynesville-St. Robert Regional Airport at Forney Field; and

WHEREAS, in the joint use agreement, the Sponsor agreed to be the sole applicant to the Commission for all aviation grants on behalf of both the Sponsor and Co-Sponsor; and

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on February 2, 2021, and executed by the Commission on February 18, 2021 (hereinafter, "Original Agreement") under which the Commission granted the sum of Thirty Thousand Dollars (\$30,000) to the Sponsor to assist in specified Air Service Development, Promotion, and Marketing; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work.

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of December 31, 2021, will be extended to December 31, 2022, to allow for completion of the work. Paragraph (4) of the Original Agreement is hereby amended accordingly.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

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

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Co-Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

\_\_\_\_\_

Title \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary to the Commission

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

SPONSOR-CITY OF WAYNESVILLE

By \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_

CO-SPONSOR-CITY OF ST. ROBERT

By \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_

**A RESOLUTION APPOINTING CERTAIN MEMBERS TO THE BOARD OF DIRECTORS  
OF THE WESTGATE COMMUNITY IMPROVEMENT DISTRICT (CID);  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Waynesville approved that the City become a member of the Westgate Community Improvement District; and

**WHEREAS**, pursuant to the Bylaws of that organization, certain members of the Directors Board must be appointed to their position.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and the City Council of the City of Waynesville, Missouri that following members are re-appointed to the Board of Directors of the CID:

**Richard Hicks** - Director

**Dr. Jerry Brown** – Director

**PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE THIS 18<sup>th</sup> DAY OF NOVEMBER, 2021.**

By: \_\_\_\_\_  
Dr. Jerry Brown, Mayor

ATTEST:

\_\_\_\_\_  
Michele Brown, City Clerk



November 16, 2021

To: Waynesville City Council  
From: City Administrator John Doyle

**Re: City Administrator's Report – November 2021**

**2022 City of Waynesville Final Budget**

- The City of Waynesville has completed the final budget for the 2022 fiscal year. Projects within the budget include the installation of utilities, GIS mapping, right-of-way clearing along with other municipal works within the City.

**Economic Development Coordinator**

- The Economic Development Coordinator, Doug Potts began working as a City of Waynesville employee on November 15<sup>th</sup>, 2021.
- City Staff and Personnel all welcome him aboard and are excited to begin the New Year with him on the team.

**Water & Sanitary Sewer Utility Rate Study**

- Toth Engineering completed both the water and sewer utility rate studies.
- Water Utility Rate Study
  - The water utility rate study provided the City with insight of the existing water rate structure. The study found the current rate is very comparable with the documented expenses of providing this utility. The rate study recommended a nominal increase of approximately 2%. Finally, the study discovered connection fees should be increased as these fees have not been maintained during rising material costs (meter sets, ertz, meter barrels, etc.).
- Sanitary Sewer Utility Rate Study
  - The sanitary sewer rate study provided by Toth Engineering made the City aware of the need for an increase in the sewer utility rate structure. The recommended increase by Toth Engineering was approximately 25%. The City is currently developing a plan to mitigate this increase over time.<sup>3</sup>



- The City expects to receive the natural gas utility rate study in January of 2022.
  - Natural Gas

### **ARPA Funding**

- The City of Waynesville has implemented community programs available to qualified applicants. If you should have any questions about these programs please contact Waynesville City Hall or visit the City's website at [www.waynesvillemo.org](http://www.waynesvillemo.org) for more information.
  - Premium Pay of Essential Workers – Grocery, Gas Stations and Convenience Stores
  - Utility Bill Relief Program
  - Energy Efficient Home Repairs Grant Funding

### **911 Pulaski County Communications Agreement Renewal**

- Increase from \$5,465.46 to \$8,305.38.
- First increase since 2012.

### **Solar Farm Contract/Agreement**

- MPUA is scheduled to purchase the Waynesville Solar Farm (Operations & Maintenance) from MCP-Waynesville/Gardner Capital Solar Development in 2022.

### **Upcoming Events**

- Christmas on the Square – December 2, 2021
- Waynesville Christmas Parade – December 5, 2021
- City of Waynesville Christmas Party – December 23, 2021.



City of Waynesville Cash Flow Sheet				TOTAL CASH IN BANK
Security Bank Pulaski County				\$4,498,068.01
As of 11/6/2020				
Name & Acct Type	Account #	GL#		BALANCE
Consolidated Checking (restricted)	806	100-10-1045		\$544,178.29
		200-20-1045		
		300-30-1045		
		500-50-1045		
		600-60-1045		
		700-70-1045		
		800-80-1045		
General	849	100-10-1030		\$244,748.76
		200-20-1030		
		200-20-1034		
		200-20-1036		
		300-30-1030		
		300-30-1032		
Utility	822	500-50-1030		\$1,219,345.22
		600-60-1030		
		700-70-1030		
		800-80-1030		
Meter (restricted)	792	500-50-1035		\$791,839.66
Municipal Bond (restricted)	784	100-10-1005		\$0.00
Park Acquisition (restricted)	566	200-20-1028		\$32,092.84
General Savings	919	100-10-1010		\$1,102,785.49
Utility Savings	214	500-50-1001		\$563,077.75
General Certificate of Deposit		100-10-1100		\$0.00
TOTAL RESTRICTED				\$1,368,110.79
TOTAL SAVINGS/RESERVES				\$1,665,863.24
TOTAL CD's				\$0.00
TOTAL UNRESTRICTED- AVAILABLE FUNDS				\$1,464,093.98
PREPARED BY:		Amber Box, Finance Officer		

**BUDGET ONE-LINER WORKSHEET  
OCTOBER 2020**

DEPARTMENT	2020 BUDGET	MTD	YTD	UNREALIZED	PERCENT
<b>REVENUES</b>					
GENERAL	\$ 3,638,161.31	\$ 133,440.50	\$ 3,178,717.08	\$ 459,444.23	87%
POLICE	\$ 171,000.00	\$ 13,193.21	\$ 100,157.24	\$ 70,842.76	59%
AIRPORT	\$ 4,657,600.00	\$ 338,649.00	\$ 3,614,269.88	\$ 1,043,330.12	78%
BUILDING DEPT	\$ 15,000.00	\$ 6,025.20	\$ 14,632.70	\$ 367.30	98%
ANIMAL SHELTER	\$ 154,500.00	\$ 12,384.95	\$ 150,561.26	\$ 3,938.74	97%
C. I. D.	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	0%
PARK	\$ 191,250.00	\$ 17,999.33	\$ 163,612.15	\$ 27,637.85	86%
SPORTS PROGRAM	\$ 96,000.00	\$ 2,081.97	\$ 59,224.49	\$ 36,775.51	62%
CAP IMP	\$ 358,000.00	\$ 5,242.14	\$ 237,498.07	\$ 120,501.93	66%
TRANSPORTATION	\$ 578,900.00	\$ 25,259.27	\$ 295,965.90	\$ 282,934.10	51%
ELECTRIC	\$ 7,790,500.00	\$ 501,655.59	\$ 5,667,942.66	\$ 2,122,557.34	73%
WATER	\$ 1,442,500.00	\$ 114,362.90	\$ 1,175,593.28	\$ 266,906.72	81%
SEWER	\$ 1,219,000.00	\$ 127,475.69	\$ 1,126,608.91	\$ 92,391.09	92%
PLANT	\$ -	\$ -	\$ -	\$ -	0%
GARBAGE	\$ 310,000.00	\$ 26,024.65	\$ 257,829.28	\$ 52,170.72	83%
NATURAL GAS	\$ 1,598,500.00	\$ 59,561.86	\$ 886,810.91	\$ 711,689.09	55%
<b>TOTAL REVENUES</b>	<b>\$ 22,285,911.31</b>	<b>\$ 1,383,356.26</b>	<b>\$ 16,929,423.81</b>	<b>\$ 5,356,487.50</b>	<b>76%</b>
<b>EXPENSES</b>					
GENERAL	\$ 1,818,230.41	\$ 164,392.43	\$ 1,465,663.57	\$ 352,566.84	81%
POLICE	\$ 959,405.01	\$ 57,549.06	\$ 746,174.13	\$ 213,230.88	78%
COURT	\$ 139,215.26	\$ 10,348.55	\$ 108,595.85	\$ 30,619.41	78%
STREET	\$ 347,052.01	\$ 33,623.70	\$ 243,231.51	\$ 103,820.50	70%
AIRPORT	\$ 4,617,143.01	\$ 468,027.98	\$ 3,908,987.16	\$ 708,155.85	85%
FIRE PROTECTION	\$ 314,000.00	\$ 78,284.29	\$ 313,137.16	\$ 862.84	100%
BUILDING DEPT	\$ 103,956.51	\$ 9,072.32	\$ 102,248.48	\$ 1,708.03	98%
ANIMAL SHELTER	\$ 240,341.00	\$ 19,877.25	\$ 194,108.82	\$ 46,232.18	81%
PARK	\$ 239,280.75	\$ 15,224.53	\$ 159,764.23	\$ 79,516.52	67%
SPORTS PROGRAM	\$ 106,840.25	\$ 7,701.73	\$ 80,556.30	\$ 26,283.95	75%
CAP IMP	\$ 210,369.07	\$ 36,119.43	\$ 108,956.92	\$ 101,412.15	52%
TRANSPORTATION	\$ 816,100.00	\$ 298,641.65	\$ 650,167.36	\$ 165,932.64	80%
ELECTRIC	\$ 7,458,335.15	\$ 575,984.79	\$ 5,615,787.59	\$ 1,842,547.56	75%
WATER	\$ 1,371,046.81	\$ 130,947.00	\$ 1,071,517.73	\$ 299,529.08	78%
SEWER	\$ 800,114.45	\$ 47,958.74	\$ 560,926.59	\$ 239,187.86	70%
PLANT	\$ 550,944.99	\$ 18,506.47	\$ 354,223.20	\$ 196,721.79	64%
GARBAGE	\$ 302,000.00	\$ 22,844.30	\$ 226,470.84	\$ 75,529.16	75%
NATURAL GAS	\$ 1,170,760.55	\$ 58,057.49	\$ 756,164.15	\$ 414,596.40	65%
				\$ -	
<b>TOTAL EXPENSES</b>	<b>\$ 21,565,135.23</b>	<b>\$ 2,053,161.71</b>	<b>\$ 16,666,681.59</b>	<b>\$ 4,898,453.64</b>	<b>77%</b>
Total Revenue Year to Date		(+)	\$ 16,929,423.81		
Total Expense Year to Date		(-)	\$ 16,666,681.59		
Net Revenue Over or (Under)			\$ 262,742.22	AIRPORT REIMB.	\$ 109,400.00
Total outstanding revenue for Grants & Draws (Pending)		(+)	\$ 376,805.20	COP REIMB.	\$ 267,405.20
<b>OVER/(LOSS) REVENUES OVER EXPENSES YTD</b>			<b>\$ 639,547.42</b>		
<b>PREPARED BY:</b>	Amber Box, Finance Officer				

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	83.3% DIFFERENCE
-----						
GENERAL FUND						
CITY HALL DEPARTMENT						
100-11-4011	TAXES PD FROM CO	400,000.00	2,210.48	378,206.09	94.55	21,793.91
100-11-4024	RAILROAD UTIL & SURCHARGE	800.00				800.00
100-11-4026	GROSS RECEIPTS BUS. TAX	100,000.00	4,039.02	63,469.86	63.47	36,530.14
100-11-4028	GAS TAX	127,500.00	10,811.01	101,173.19	79.35	26,326.81
100-11-4030	MOTOR VEHICLE TAX	65,000.00	6,732.82	55,860.43	85.94	9,139.57
100-11-4032	FINANCIAL INST. TAX	2,000.00				2,000.00
100-11-4034	SALES TAX	590,000.00	54,805.18	513,140.32	86.97	76,859.68
100-11-4037	ADMIN RECAPTURE FEE ELEC	185,595.00		139,196.25	75.00	46,398.75
100-11-4038	DEPT TRANSFERS - ELEC	489,000.00		366,750.00	75.00	122,250.00
100-11-4039	ADMIN RECAPTURE FEE - GAS	129,929.00		97,446.69	75.00	32,482.31
100-11-4040	DEPT TRANSFERS-WATER	250,000.00		187,500.06	75.00	62,499.94
100-11-4042	CEMETERY LOT SALES	1,800.00		600.00	33.33	1,200.00
100-11-4043	USE TAX CITY	200,000.00	46,215.64	243,113.16	121.56	43,113.16-
100-11-4046	DOG TAGS	350.00	10.00	205.00	58.57	145.00
100-11-4048	LAND SALES	335,578.75		335,578.75	100.00	
100-11-4050	MERCHANT LICENSE	12,000.00	50.00	4,000.00	33.33	8,000.00
100-11-4331	CONVENIENCE FEE REVENUE	40,000.00	4,914.26	32,956.74	82.39	7,043.26
100-11-4510	INTEREST INCOME	12,000.00	1,342.84	11,575.32	96.46	424.68
100-11-4845	STREET RECAPTURE	300.00		1,000.00	333.33	700.00-
100-11-4919	OTC RENTAL LEASE	300,000.00		294,168.76	98.06	5,831.24
100-11-4920	MISCELLANEOUS INCOME	110,000.00	1,429.25	68,167.90	61.97	41,832.10
100-11-4921	MISC-RENTALS	10,500.00	880.00	8,800.00	83.81	1,700.00
100-11-4930	PROCEEDS FROM LOAN	275,808.56		275,808.56	100.00	
		=====	=====	=====	=====	=====
	CITY HALL TOTAL	3,638,161.31	133,440.50	3,178,717.08	87.37	459,444.23
POLICE DEPARTMENT						
100-12-4410	POLICE FINES	150,000.00	6,477.80	73,429.87	48.95	76,570.13
100-12-4412	POLICE BOND PAYMENTS	1,000.00		360.00-	36.00-	1,360.00
100-12-4920	MISCELLANEOUS INCOME	10,000.00	2,779.75	8,728.38	87.28	1,271.62
100-12-4930	PROCEEDS FROM GRANT	10,000.00	3,935.66	18,358.99	183.59	8,358.99-
		=====	=====	=====	=====	=====
	POLICE TOTAL	171,000.00	13,193.21	100,157.24	58.57	70,842.76
AIRPORT DEPARTMENT						
100-16-4058	INCOME FROM ST. ROBERT	182,600.00		182,627.81	100.02	27.81-
100-16-4060	FUEL SALES	350,000.00	65,230.00	299,155.80	85.47	50,844.20
100-16-4920	MISCELLANEOUS INCOME	5,000.00	13.00	7,673.27	153.47	2,673.27-
100-16-4930	PROCEEDS FROM GRANT	4,100,000.00	272,326.00	3,110,253.00	75.86	989,747.00
100-16-4963	HANGER RENTAL FEES	20,000.00	1,080.00	14,560.00	72.80	5,440.00
		=====	=====	=====	=====	=====
	AIRPORT TOTAL	4,657,600.00	338,649.00	3,614,269.88	77.60	1,043,330.12
BUILDING DEPARTMENT						
100-18-4320	BUILDING PERMITS	15,000.00	6,004.30	14,611.80	97.41	388.20

		CALENDAR 10/2020,	FISCAL 10/2020	PCT OF FISCAL YTD 83.3%		
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
<hr/>						
100-18-4920	MISCELLANEOUS INCOME		20.90	20.90		20.90-
		=====	=====	=====	=====	=====
	BUILDING TOTAL	15,000.00	6,025.20	14,632.70	97.55	367.30
ANIMAL SHELTER DEPARTMENT						
100-19-4910	ANIMAL SHELTER FEES	60,000.00	2,930.00	25,860.00	43.10	34,140.00
100-19-4911	ANIMAL SHELTER-ST. ROBERT/FLW	30,000.00	6,625.00	91,113.30	303.71	61,113.30-
100-19-4920	ANIMAL SHELTER-DONATIONS	60,775.00	2,829.95	29,862.96	49.14	30,912.04
100-19-4930	PROCEEDS FROM GRANT	3,725.00		3,725.00	100.00	
		=====	=====	=====	=====	=====
	ANIMAL SHELTER TOTAL	154,500.00	12,384.95	150,561.26	97.45	3,938.74
TRANSFERS DEPARTMENT						
100-98-4022	TRANSFERS IN			103,229.57		103,229.57-
		=====	=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	103,229.57	.00	103,229.57-
	TOTAL REVENUE	8,636,261.31	503,692.86	7,161,567.73	82.92	1,474,693.58
CITY HALL DEPARTMENT						
100-11-6010	SALARIES	372,300.00	19,960.01	224,175.04	60.21	148,124.96
100-11-6020	PAYROLL TAXES	27,180.40	1,479.68	16,688.66	61.40	10,491.74
100-11-6030	HEALTH INSURANCE	62,700.00	3,612.93	24,934.95	39.77	37,765.05
100-11-6040	LAGERS	68,000.00	5,536.66	42,786.57	62.92	25,213.43
100-11-6050	UNEMPLOYMENT WAGES	1,000.00				1,000.00
100-11-6120	SHARED SUPPLIES	21,000.00	1,446.47	12,886.66	61.37	8,113.34
100-11-6140	SCHOOL CHANNEL 12 SUPPORT	15,000.00		5,983.07	39.89	9,016.93
100-11-6170	PRINTING & PUBLICATION	1,000.00		350.00	35.00	650.00
100-11-6182	MAINTENANCE & OPERATIONS	9,000.00	3,125.09	12,672.68	140.81	3,672.68-
100-11-6210	LEGAL FEES	15,000.00	1,500.00	12,000.00	80.00	3,000.00
100-11-6220	AUDIT EXPENSE	1,500.01		1,571.44	104.76	71.43-
100-11-6240	ELECTION EXPENSE	3,000.00		3,276.94	109.23	276.94-
100-11-6260	DUES & MEMBERSHIPS	6,100.00		1,124.50	18.43	4,975.50
100-11-6270	CHAMBER OF COMMERCE	750.00	12.00	985.39	131.39	235.39-
100-11-6305	ECONOMIC DEVELOPMENT	50,000.00	112.78	31,244.14	62.49	18,755.86
100-11-6310	INSURANCE	60,000.00	584.16	63,015.24	105.03	3,015.24-
100-11-6320	TRAINING/TRAVEL/MILEAGE	9,000.00		4,987.50	55.42	4,012.50
100-11-6330	RECORDING FEE	300.00	29.00	147.00	49.00	153.00
100-11-6331	CONVENIENCE FEE EXPENSE	70,000.00	6,924.83	66,013.08	94.30	3,986.92
100-11-6370	EMPLOYEE PROGRAMS	750.00		795.25	106.03	45.25-
100-11-6510	UTILITIES	1,000.00	75.00	750.00	75.00	250.00
100-11-6520	PHONE/FAX/INTERNET	9,000.00	1,058.28	8,182.10	90.91	817.90
100-11-6560	COPY MACHINE	1,500.00	59.12	545.32	36.35	954.68
100-11-6630	CONTRACT WORK	22,000.00	1,598.53	18,005.05	81.84	3,994.95
100-11-6710	GAS, OIL & TIRES	1,500.00	51.67	381.94	25.46	1,118.06
100-11-6800	MISCELLANEOUS	20,000.00	1,291.18	15,312.81	76.56	4,687.19
100-11-6805	CONTINGENCY FUND	25,000.00	1,016.99	12,998.32	51.99	12,001.68

		CALENDAR 10/2020,	FISCAL 10/2020	PCT OF FISCAL YTD	83.3%	
		TOTAL	PTD	YTD	PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
100-11-6810	LEASE PAYMENTS	930,000.00	114,318.05	880,297.58	94.66	49,702.42
100-11-6820	MAYOR	3,600.00	600.00	3,100.00	86.11	500.00
100-11-6835	OFFICE EQUIPMENT	3,000.00		20.00	.67	2,980.00
100-11-6840	GRADUATION PROGRAM	750.00				750.00
100-11-6935	CODIFICATION	6,000.00				6,000.00
100-11-6950	POSTAGE	1,000.00		432.34	43.23	567.66
100-11-7000	DRUG TESTING	300.00				300.00
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	CITY HALL TOTAL	1,818,230.41	164,392.43	1,465,663.57	80.61	352,566.84
POLICE DEPARTMENT						
100-12-6010	SALARIES	524,590.00	35,439.01	405,382.78	77.28	119,207.22
100-12-6020	PAYROLL TAXES	40,755.00	2,699.50	30,876.50	75.76	9,878.50
100-12-6030	HEALTH INSURANCE	91,960.00	7,166.56	78,911.96	85.81	13,048.04
100-12-6040	LAGERS	87,000.00	6,252.77	62,749.09	72.13	24,250.91
100-12-6050	UNEMPLOYMENT WAGES			482.49		482.49-
100-12-6120	SUPPLIES	3,000.00	33.49	3,019.53	100.65	19.53-
100-12-6170	PRINTING & PUBLICATION	2,000.00		248.15	12.41	1,751.85
100-12-6182	MAINTENANCE & OPERATIONS	7,000.00	131.76-	8,290.03	118.43	1,290.03-
100-12-6220	AUDIT EXPENSE	1,500.01		1,571.44	104.76	71.43-
100-12-6260	DUES & MEMBERSHIPS	1,000.00		360.00	36.00	640.00
100-12-6310	INSURANCE	30,000.00		30,000.00	100.00	
100-12-6320	TRAINING/TRAVEL/MILEAGE	6,000.00	90.00	1,162.98	19.38	4,837.02
100-12-6370	EMPLOYEE PROGRAMS	500.00		188.19	37.64	311.81
100-12-6440	MOTOR EQUIPMENT M & R	16,000.00	356.15	13,433.99	83.96	2,566.01
100-12-6520	PHONE/FAX/INTERNET	7,000.00	942.92	6,710.24	95.86	289.76
100-12-6550	UNIFORMS & EQUIPMENT	6,000.00		4,729.82	78.83	1,270.18
100-12-6560	COPY MACHINE	3,000.00	378.98	9,229.71	307.66	6,229.71-
100-12-6630	CONTRACT WORK	25,000.00	608.00	12,816.45	51.27	12,183.55
100-12-6710	GAS, OIL & TIRES	30,000.00	1,542.08	19,083.79	63.61	10,916.21
100-12-6800	MISCELLANEOUS EXPENSE	7,000.00	4.84	4,494.24	64.20	2,505.76
100-12-6810	LEASE PAYMENTS	45,000.00	780.00	40,502.33	90.01	4,497.67
100-12-6835	OFFICE EQUIPMENT	2,000.00				2,000.00
100-12-6880	K-9 EXPENSES	3,400.00		267.47	7.87	3,132.53
100-12-6925	911 COMMUNICATIONS	19,000.00	1,366.37	11,210.46	59.00	7,789.54
100-12-6950	POSTAGE	700.00	20.15	452.49	64.64	247.51
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	POLICE TOTAL	959,405.01	57,549.06	746,174.13	77.77	213,230.88
COURT DEPARTMENT						
100-13-6010	SALARIES	88,825.00	7,522.56	73,019.60	82.21	15,805.40
100-13-6020	PAYROLL TAXES	6,740.25	571.36	5,544.93	82.27	1,195.32
100-13-6030	HEALTH INSURANCE	9,075.00	714.83	7,863.13	86.65	1,211.87
100-13-6040	LAGERS	9,600.00	730.68	8,331.10	86.78	1,268.90
100-13-6120	SHARED SUPPLIES			499.58		499.58-
100-13-6182	MAINTENANCE & OPERATIONS			85.92		85.92-
100-13-6220	AUDIT EXPENSE	1,500.01		1,571.44	104.76	71.43-
100-13-6260	DUES & MEMBERSHIPS	300.00				300.00
100-13-6320	TRAINING/TRAVEL/MILEAGE	1,100.00		325.00	29.55	775.00

		PCT OF FISCAL YTD 83.3%			
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE
100-13-6370	EMPLOYEE PROGRAMS	200.00		188.47	94.24
100-13-6420	EQUIPMENT M & R	200.00			
100-13-6560	COPY MACHINE	850.00	59.12	545.59	64.19
100-13-6630	CONTRACT WORK	18,000.00	750.00	10,500.00	58.33
100-13-6800	MISCELLANEOUS	250.00			
100-13-6810	LEASE PAYMENTS	2,000.00			
100-13-6895	JAIL CONFINEMENT	500.00			
100-13-6950	POSTAGE	75.00		121.09	161.45
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	COURT TOTAL	139,215.26	10,348.55	108,595.85	78.01
					30,619.41
STREET DEPARTMENT					
100-14-6010	SALARIES	151,002.50	13,710.65	123,707.15	81.92
100-14-6020	PAYROLL TAXES	11,599.50	1,031.91	9,294.12	80.13
100-14-6030	HEALTH INSURANCE	35,350.00	1,477.62	21,846.69	61.80
100-14-6040	LAGERS	30,200.00	2,222.79	24,760.48	81.99
100-14-6120	SUPPLIES	800.00	49.97	467.42	58.43
100-14-6182	MAINTENANCE & OPERATIONS	5,000.00	575.00	1,359.81	27.20
100-14-6190	SIGNS			99.98	
100-14-6220	AUDIT EXPENSE	1,500.01		1,571.44	104.76
100-14-6310	INSURANCE	15,000.00		15,000.00	100.00
100-14-6320	TRAINING & TRAVEL	200.00		12.00	6.00
100-14-6370	EMPLOYEE PROGRAMS	250.00		196.01	78.40
100-14-6520	PHONE/FAX/INTERNET	600.00	88.59	530.40	88.40
100-14-6560	COPY MACHINE	600.00	59.12	545.38	90.90
100-14-6710	GAS, OIL & TIRES		876.34	6,984.45	
100-14-6720	TOOL EXPENSE	3,000.00	690.96	1,798.25	59.94
100-14-6800	MISCELLANEOUS EXPENSE	2,000.00	69.72	1,267.86	63.39
100-14-6810	LEASE PAYMENTS	82,500.00	11,861.27	26,824.86	32.51
100-14-6850	UNIFORMS	6,200.00	629.80	5,861.21	94.54
100-14-6860	POSTAGE	100.00		106.13	106.13
100-14-6905	CHEMICALS	750.00	279.96	849.87	113.32
100-14-7000	DRUG TESTING	400.00		148.00	37.00
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	STREET TOTAL	347,052.01	33,623.70	243,231.51	70.09
					103,820.50
AIRPORT DEPARTMENT					
100-16-6010	SALARIES	110,770.00	8,516.48	93,700.64	84.59
100-16-6020	PAYROLL TAXES	8,569.00	646.52	7,118.20	83.07
100-16-6030	HEALTH INSURANCE	1,254.00	58.92	648.12	51.68
100-16-6040	LAGERS	18,800.00	1,533.39	17,477.37	92.96
100-16-6050	UNEMPLOYMENT WAGES	5,000.00			
100-16-6120	SUPPLIES	3,000.00	205.63	3,329.03	110.97
100-16-6170	MARKETING PRINTING & PUBLIC.	66,000.00	13,766.38	42,870.23	64.95
100-16-6182	MAINTENANCE & OPERATIONS	25,000.00	2,167.42	23,500.42	94.00
100-16-6220	AUDIT EXPENSE	1,500.01		5,571.44	371.43
100-16-6260	DUES & MEMBERSHIPS	450.00			
100-16-6270	LAND LEASE/BASE LEASE	6,350.00		4,550.00	71.65
100-16-6310	INSURANCE	29,100.00		29,100.00	100.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	83.3% DIFFERENCE
100-16-6320	TRAINING/TRAVEL/MILEAGE	2,000.00		925.00	46.25	1,075.00
100-16-6370	EMPLOYEE PROGRAMS	200.00		188.27	94.14	11.73
100-16-6510	UTILITIES	15,000.00		9,650.00	64.33	5,350.00
100-16-6520	PHONE/FAX/INTERNET/CABLE	7,000.00	576.59	5,305.97	75.80	1,694.03
100-16-6560	COPY MACHINE	800.00	59.12	826.66	103.33	26.66-
100-16-6710	GAS, OIL & TIRES	4,000.00	781.40	3,561.56	89.04	438.44
100-16-6720	TOOLS	1,000.00		1,019.19	101.92	19.19-
100-16-6730	PETROLEUM PROD INVENTORY	250,000.00	47,739.15	199,069.38	79.63	50,930.62
100-16-6800	MISCELLANEOUS			243.47		243.47-
100-16-6810	LEASE PAYMENTS	4,060,000.00	391,976.98	3,459,545.09	85.21	600,454.91
100-16-6850	UNIFORMS	900.00		607.03	67.45	292.97
100-16-6950	POSTAGE	200.00		121.09	60.55	78.91
100-16-7000	DRUG TESTING	250.00		59.00	23.60	191.00
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	AIRPORT TOTAL	4,617,143.01	468,027.98	3,908,987.16	84.66	708,155.85
FIRE PROTECT DEPARTMENT						
100-17-6670	FIRE PROTECTION CONTRACT	314,000.00	78,284.29	313,137.16	99.73	862.84
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	FIRE PROTECT TOTAL	314,000.00	78,284.29	313,137.16	99.73	862.84
BUILDING DEPARTMENT						
100-18-6010	SALARIES	39,710.00	4,998.99	54,167.95	136.41	14,457.95-
100-18-6020	PAYROLL TAXES	2,821.50	378.76	4,104.38	145.47	1,282.88-
100-18-6030	HEALTH INSURANCE	16,720.00	714.83	8,018.45	47.96	8,701.55
100-18-6040	LAGERS	9,405.00	1,577.29	20,862.16	221.82	11,457.16-
100-18-6120	SUPPLIES			756.53		756.53-
100-18-6170	PRINTING & PUBLICATION	250.00		14.16	5.66	235.84
100-18-6182	MAINTENANCE & OPERATIONS	4,000.00	512.40	2,954.86	73.87	1,045.14
100-18-6220	AUDIT EXPENSE	1,500.01		1,571.44	104.76	71.43-
100-18-6260	DUES & MEMBERSHIP	300.00				300.00
100-18-6320	TRAINING/TRAVEL/MILEAGE	1,000.00				1,000.00
100-18-6370	EMPLOYEE PROGRAMS	250.00		188.13	75.25	61.87
100-18-6520	PHONE/FAX/INTERNET	1,800.00	160.67	1,251.10	69.51	548.90
100-18-6560	COPY MACHINE	1,000.00	59.12	545.38	54.54	454.62
100-18-6710	GAS, OIL & TIRES	6,000.00	222.97	2,827.15	47.12	3,172.85
100-18-6720	TOOL EXPENSE	1,000.00	97.80	125.34	12.53	874.66
100-18-6800	MISCELLANEOUS	1,000.00		261.46	26.15	738.54
100-18-6810	LEASE PAYMENT/FIXED ASSET	12,000.00		202.00	1.68	11,798.00
100-18-6850	LAUNDRY & SANITATION	4,500.00	349.49	3,906.65	86.81	593.35
100-18-6950	POSTAGE	500.00		432.34	86.47	67.66
100-18-7000	DRUG TESTING	200.00		59.00	29.50	141.00
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	BUILDING TOTAL	103,956.51	9,072.32	102,248.48	98.36	1,708.03
ANIMAL SHELTER DEPARTMENT						
100-19-6010	SALARIES	133,760.00	9,632.11	100,779.00	75.34	32,981.00
100-19-6020	PAYROLL TAXES	10,241.00	730.65	7,647.77	74.68	2,593.23

		CALENDAR 10/2020,	FISCAL 10/2020	PCT OF FISCAL YTD 83.3%		
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
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100-19-6030	HEALTH INSURANCE	27,170.00	2,153.62	23,749.22	87.41	3,420.78
100-19-6040	LAGERS	16,720.00	2,001.44	15,030.74	89.90	1,689.26
100-19-6050	UNEMPLOYMENT WAGES			3,812.85		3,812.85-
100-19-6120	SUPPLIES	2,000.00	401.31	3,269.73	163.49	1,269.73-
100-19-6182	MAINTENANCE & OPERATIONS	7,000.00	106.44	7,038.57	100.55	38.57-
100-19-6220	AUDIT EXPENSE	1,500.00		1,571.43	104.76	71.43-
100-19-6260	DUES & MEMBERSHIPS	300.00				300.00
100-19-6310	INSURANCE	1,600.00		1,600.00	100.00	
100-19-6320	TRAINING & TRAVEL	1,500.00		150.00	10.00	1,350.00
100-19-6331	CONVENIENCE FEE EXPENSE	250.00	49.30	777.43	310.97	527.43-
100-19-6370	EMPLOYEE PROGRAM	250.00		195.85	78.34	54.15
100-19-6520	TELEPHONE	2,500.00	338.88	2,537.04	101.48	37.04-
100-19-6550	UNIFORMS & EQUIPMENT	1,000.00	62.00	62.00	6.20	938.00
100-19-6560	COPY MACHINE	800.00	59.13	545.02	68.13	254.98
100-19-6710	GAS, OIL & TIRES	2,500.00	69.31	853.04	34.12	1,646.96
100-19-6800	MISCELLANEOUS EXPENSE	1,500.00		81.55	5.44	1,418.45
100-19-6810	LEASE PAYMENT/FIXED ASSET	5,000.00		2,137.60	42.75	2,862.40
100-19-6835	OFFICE EQUIPMENT	500.00				500.00
100-19-6885	VET EXPENSES	18,000.00	4,273.06	18,492.98	102.74	492.98-
100-19-6890	ANIMAL SHELTER	6,000.00		3,670.91	61.18	2,329.09
100-19-6950	POSTAGE	100.00		106.09	106.09	6.09-
100-19-7000	DRUG FEES	150.00				150.00
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	ANIMAL SHELTER TOTAL	240,341.00	19,877.25	194,108.82	80.76	46,232.18
TRANSFERS DEPARTMENT						
100-98-7015	TRANSFERS OUT			103,229.57		103,229.57-
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	TRANSFERS TOTAL	.00	.00	103,229.57	.00	103,229.57-
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	TOTAL EXPENSES	8,539,343.21	841,175.58	7,185,376.25	84.14	1,353,966.96
C. I. D. FUND						
CITY HALL DEPARTMENT						
150-11-4012	CID REIMBURSEMENT	65,000.00				65,000.00
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	CITY HALL TOTAL	65,000.00	.00	.00	.00	65,000.00
TRANSFERS DEPARTMENT						
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	TOTAL REVENUE	65,000.00	.00	.00	.00	65,000.00
PARK FUND						
PARK DEPARTMENT						
200-21-4201	PARKS & RECREATION TAX	145,000.00	12,629.64	117,222.86	80.84	27,777.14



		TOTAL	PTD	PCT OF FISCAL YTD	83.3%	
		BUDGET	BALANCE	YTD	PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
200-21-4203	PAVILION RENTAL	6,000.00	560.00	5,765.00	96.08	235.00
200-21-4215	RV PARK INCOME	36,000.00	4,088.00	35,528.00	98.69	472.00
200-21-4320	PARK ACQ. PERMIT FEE	3,000.00	700.00	2,650.00	88.33	350.00
200-21-4510	INTEREST INCOME	250.00	21.69	234.55	93.82	15.45
200-21-4920	MISCELLANEOUS INCOME	1,000.00		2,211.74	221.17	1,211.74-
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	PARK TOTAL	191,250.00	17,999.33	163,612.15	85.55	27,637.85
YOUTH SPORTS DEPARTMENT						
200-23-4000	CITY OF ST. ROBERT	21,000.00		19,704.41	93.83	1,295.59
200-23-4005	DONATIONS	12,000.00		4,350.00	36.25	7,650.00
200-23-4010	REGISTRATIONS	40,000.00	2,081.97	31,017.08	77.54	8,982.92
200-23-4215	YOUTH SPORTS FUNDRAISERS	2,000.00		1,638.00	81.90	362.00
200-23-4232	CITY OF WAYNESVILLE	21,000.00				21,000.00
200-23-4920	MISCELLANEOUS INCOME			2,515.00		2,515.00-
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	YOUTH SPORTS TOTAL	96,000.00	2,081.97	59,224.49	61.69	36,775.51
CAPITAL IMPROVEMENT DEPARTMENT						
200-24-4202	CAPITAL IMPROVEMENT TAX	270,000.00		199,744.85	73.98	70,255.15
200-24-4920	MISC- GRANTS	88,000.00	5,242.14	37,753.22	42.90	50,246.78
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	CAPITAL IMPROVEMENT TOTAL	358,000.00	5,242.14	237,498.07	66.34	120,501.93
TRANSFERS DEPARTMENT						
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	TOTAL REVENUE	645,250.00	25,323.44	460,334.71	71.34	184,915.29
PARK DEPARTMENT						
200-21-6010	SALARIES	128,535.00	5,856.51	78,015.54	60.70	50,519.46
200-21-6020	PAYROLL TAXES	9,770.75	447.34	5,952.62	60.92	3,818.13
200-21-6030	HEALTH INSURANCE	33,440.00	2,859.32	28,593.20	85.51	4,846.80
200-21-6040	LAGERS EXPENSE	24,035.00	1,187.67	15,855.56	65.97	8,179.44
200-21-6050	UNEMPLOYMENT WAGES			62.04		62.04-
200-21-6120	SUPPLIES	800.00	322.12	1,529.51	191.19	729.51-
200-21-6170	PRINTING & PUBLICATION	250.00				250.00
200-21-6182	MAINTENANCE & OPERATIONS	12,000.00	1,887.97	6,432.15	53.60	5,567.85
200-21-6220	AUDIT EXPENSE	1,500.00		1,571.43	104.76	71.43-
200-21-6310	INSURANCE	4,800.00		4,800.00	100.00	
200-21-6320	TRAINING/TRAVEL/MILEAGE	100.00				100.00
200-21-6370	EMPLOYEE PROGRAMS	200.00		282.49	141.25	82.49-
200-21-6520	PHONE/FAX/INTERNET	1,800.00	195.42	1,577.76	87.65	222.24
200-21-6710	GAS, OIL & TIRES	7,000.00	302.12	3,628.55	51.84	3,371.45
200-21-6720	TOOL EXPENSE	1,500.00	233.80	494.72	32.98	1,005.28
200-21-6800	MISCELLANEOUS EXPENSE	5,000.00	1,356.90	5,702.60	114.05	702.60-
200-21-6830	FIXED ASSETS		75.66	75.66		75.66-
200-21-6850	LAUNDRY & SANITATION	7,200.00	389.70	4,090.40	56.81	3,109.60

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	83.3% DIFFERENCE
200-21-7000	DRUG TESTING	150.00				150.00
200-21-7020	PORTA POT RENTAL	1,200.00	110.00	1,100.00	91.67	100.00
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	PARK TOTAL	239,280.75	15,224.53	159,764.23	66.77	79,516.52
YOUTH SPORTS DEPARTMENT						
200-23-6010	SALARIES	47,338.50	2,000.00	30,099.71	63.58	17,238.79
200-23-6020	PAYROLL TAXES	3,657.50	145.58	2,271.02	62.09	1,386.48
200-23-6030	HEALTH INSURANCE	8,621.25	714.83	7,221.34	83.76	1,399.91
200-23-6040	LAGER EXPENSE	7,524.00	402.00	6,491.90	86.28	1,032.10
200-23-6120	SUPPLIES	1,200.00		547.26	45.61	652.74
200-23-6220	AUDIT EXPENSE	1,499.00		1,571.42	104.83	72.42-
200-23-6235	SPRING SOCCER	7,000.00		8,224.64	117.49	1,224.64-
200-23-6255	FALL SOCCER	3,500.00	1,441.75	5,452.36	155.78	1,952.36-
200-23-6265	FLAG FOOTBALL	1,600.00		1,355.66	84.73	244.34
200-23-6276	BASKETBALL	1,500.00				1,500.00
200-23-6290	CHEERLEADING	1,000.00		2,039.39	203.94	1,039.39-
200-23-6310	INSURANCE	2,200.00		1,553.75	70.63	646.25
200-23-6325	CONCESSION EXPENSE			15.00		15.00-
200-23-6520	TELEPHONE		88.45	120.58		120.58-
200-23-6550	VOLLEYBALL	1,000.00		2,172.50	217.25	1,172.50-
200-23-6630	CONTRACT LABOR	9,000.00	2,850.00	8,680.00	96.44	320.00
200-23-6710	GAS, OIL & TIRES	200.00				200.00
200-23-6800	MISCELLANEOUS EXPENSE	9,000.00	59.12	2,739.77	30.44	6,260.23
200-23-7020	PORT-A-POTTY RENTAL	1,000.00				1,000.00
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	YOUTH SPORTS TOTAL	106,840.25	7,701.73	80,556.30	75.40	26,283.95
CAPITAL IMPROVEMENT DEPARTMENT						
200-24-6010	SALARIES	17,974.00		2,815.00	15.66	15,159.00
200-24-6020	PAYROLL TAXES	1,395.07		215.35	15.44	1,179.72
200-24-6120	SUPPLIES	5,000.00	70.56	2,739.65	54.79	2,260.35
200-24-6280	ENGINEERING	1,000.00				1,000.00
200-24-6830	CAPITAL IMPROVEMENTS	185,000.00	36,048.87	103,186.92	55.78	81,813.08
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	CAPITAL IMPROVEMENT TOTAL	210,369.07	36,119.43	108,956.92	51.79	101,412.15
TRANSFERS DEPARTMENT						
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	TOTAL EXPENSES	556,490.07	59,045.69	349,277.45	62.76	207,212.62
TRANSPORTATION FUND						
TRANSPORTATION TAX DEPARTMENT						
300-31-4095	TRANSPORTATION TAX INCOME	260,000.00	25,259.27	234,445.90	90.17	25,554.10
300-31-4920	MISCELLANEOUS INCOME			61,520.00		61,520.00-
300-31-4930	PROCEEDS FROM LOAN	318,900.00				318,900.00
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	83.3% DIFFERENCE
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	TRANSPORTATION TAX TOTAL	578,900.00	25,259.27	295,965.90	51.13	282,934.10
TRANSFERS DEPARTMENT						
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	TOTAL REVENUE	578,900.00	25,259.27	295,965.90	51.13	282,934.10
TRANSPORTATION TAX DEPARTMENT						
300-31-6120	SUPPLIES	15,000.00	1,343.34	14,091.34	93.94	908.66
300-31-6121	STREET IMPROVE/MAINT/REPAIRS	563,900.00	98,753.92	182,251.15	32.32	381,648.85
300-31-6190	SIGNS	2,000.00		849.89	42.49	1,150.11
300-31-6191	SIDEWALKS	9,000.00		10,218.47	113.54	1,218.47-
300-31-6280	ENGINEERING			7.86		7.86-
300-31-6440	MOTOR EQUIPMENT M & I	20,000.00	4,291.86	27,348.43	136.74	7,348.43-
300-31-6710	GAS, OIL AND TIRES	30,000.00	592.35	9,963.99	33.21	20,036.01
300-31-6810	LEASE PAYMENTS	176,200.00	193,660.18	405,286.16	230.01	229,086.16-
300-31-6910	DYER STREET			150.07		150.07-
		=====	=====	=====	=====	=====
	TRANSPORTATION TAX TOTAL	816,100.00	298,641.65	650,167.36	79.67	165,932.64
TRANSFERS DEPARTMENT						
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	TOTAL EXPENSES	816,100.00	298,641.65	650,167.36	79.67	165,932.64
ELECTRIC FUND						
ELECTRIC DEPARTMENT						
500-51-4100	PENALTIES	80,000.00	6,432.40	52,863.17	66.08	27,136.83
500-51-4120	RECONNECT	2,500.00		1,925.00	77.00	575.00
500-51-4130	POLE RENTAL	23,000.00		16,426.00	71.42	6,574.00
500-51-4510	INTEREST INCOME	15,000.00	1,856.50	16,377.45	109.18	1,377.45-
500-51-4810	NEW ELECTRIC SERVICE	5,000.00	200.00	2,050.00	41.00	2,950.00
500-51-4820	UTILITY BILLS-ELECTRIC	7,020,000.00	492,422.32	5,519,811.71	78.63	1,500,188.29
500-51-4920	MISCELLANEOUS INCOME	55,000.00	744.37	56,913.33	103.48	1,913.33-
500-51-4930	PROCEEDS FROM LOAN	590,000.00		1,576.00	.27	588,424.00
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	ELECTRIC TOTAL	7,790,500.00	501,655.59	5,667,942.66	72.75	2,122,557.34
TRANSFERS DEPARTMENT						
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	TOTAL REVENUE	7,790,500.00	501,655.59	5,667,942.66	72.75	2,122,557.34
ELECTRIC DEPARTMENT						
500-51-6010	SALARIES	482,025.00	33,946.92	371,631.89	77.10	110,393.11
500-51-6020	PAYROLL TAXES	36,600.00	2,561.20	28,053.81	76.65	8,546.19
500-51-6030	HEALTH INSURANCE	89,200.00	4,591.64	50,541.67	56.66	38,658.33

		PCT OF FISCAL YTD 83.3%			
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE
500-51-6040	LAGERS EXPENSE	77,124.00	4,594.27	50,047.53	64.89
500-51-6120	SUPPLIES	1,000.00		607.02	60.70
500-51-6180	PLANT EXT.-MATERIAL	120,000.00	3,151.22	105,262.04	87.72
500-51-6182	MAINTENANCE & OPERATIONS	65,000.00	1,000.85	45,553.20	70.08
500-51-6220	AUDIT EXPENSE	1,499.99		1,571.42	104.76
500-51-6260	DUES & MEMBERSHIPS	1,500.00		2,207.00	147.13
500-51-6280	ENGINEERING	130,000.00	8,364.00	10,639.00	8.18
500-51-6310	INSURANCE	37,091.16		37,091.16	100.00
500-51-6320	TRAINING/TRAVEL/MILEAGE	16,000.00	464.78	10,970.28	68.56
500-51-6370	EMPLOYEE PROGRAMS	250.00		196.00	78.40
500-51-6510	UTILITIES	1,200.00	70.35	703.50	58.63
500-51-6520	PHONE/FAX/INTERNET	1,000.00	88.59	530.40	53.04
500-51-6550	EQUIPMENT RENTAL	1,000.00			
500-51-6560	COPY MACHINE	1,500.00	86.03	838.25	55.88
500-51-6630	CONTRACT WORK	55,000.00	19,633.00	39,266.00	71.39
500-51-6710	GAS, OIL & TIRES	18,000.00	888.20	8,351.77	46.40
500-51-6720	TOOL EXPENSE	10,500.00	120.10	7,145.48	68.05
500-51-6800	MISCELLANEOUS	5,000.00	361.94	6,374.82	127.50
500-51-6805	CONTINGENCY FUND	50,000.00	2,895.00	2,895.00	5.79
500-51-6810	LEASE PAYMENT/FIXED ASSETS	737,000.00	83,510.97	341,166.95	46.29
500-51-6850	LAUNDRY & SANITATION	3,000.00	1,716.64	2,646.48	88.22
500-51-6900	ELECTRICITY PURCHASED	4,820,000.00	408,338.06	3,976,058.20	82.49
500-51-6901	ACCTS RECEIVABLE BAD DEBT	14,000.00	933.26-	3,635.78	25.97
500-51-6910	ADMIN RECAPTURE FEE	185,595.00		139,196.25	75.00
500-51-6915	DEPT TRANSFERS-GENERAL	489,000.00		366,750.00	75.00
500-51-6950	POSTAGE	4,000.00	400.00	3,280.34	82.01
500-51-6980	COLLECTION EXPENSE	2,000.00	53.45	881.28	44.06
500-51-6990	PCB SAMPLING	2,000.00		995.00	49.75
500-51-7000	DRUG TESTING	500.00			
500-51-7001	ONE CALL FEES	750.00	80.84	700.07	93.34
		=====	=====	=====	=====
	ELECTRIC TOTAL	7,458,335.15	575,984.79	5,615,787.59	75.30

## TRANSFERS DEPARTMENT

TOTAL EXPENSES	7,458,335.15	575,984.79	5,615,787.59	75.30	1,842,547.56
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## WATER / SEWER FUND FUND

## WATER DEPARTMENT

600-61-4100	PENALTIES	12,500.00	1,140.81	11,113.44	88.91
600-61-4120	RECONNECT	4,000.00	1,350.00	4,225.00	105.63
600-61-4810	NEW WATER SERVICE	5,000.00	6,562.12	10,077.12	201.54
600-61-4830	UTILITY BILLS-WATER	1,060,000.00	103,194.97	962,674.05	90.82
600-61-4920	MISCELLANEOUS INCOME	51,000.00	2,115.00	24,526.60	48.09
600-61-4930	PROCEEDS FROM LOAN	310,000.00		162,977.07	52.57
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	WATER TOTAL	1,442,500.00	114,362.90	1,175,593.28	81.50

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	83.3% DIFFERENCE
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WASTEWATER DEPARTMENT						
600-62-4100	PENALTIES	16,000.00	1,129.29	9,470.43	59.19	6,529.57
600-62-4810	NEW SEWER SERVICE	2,500.00	450.00	1,950.00	78.00	550.00
600-62-4840	UTILITY BILLS-SEWER	910,000.00	82,393.06	789,839.85	86.80	120,160.15
600-62-4910	PULASKI SEWER DISTRICT	260,000.00	43,483.34	324,482.63	124.80	64,482.63-
600-62-4920	MISCELLANEOUS INCOME	5,500.00	20.00	866.00	15.75	4,634.00
600-62-4930	PROCEED FROM LOAN	25,000.00				25,000.00
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	WASTEWATER TOTAL	1,219,000.00	127,475.69	1,126,608.91	92.42	92,391.09
TRANSFERS DEPARTMENT						
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	TOTAL REVENUE	2,661,500.00	241,838.59	2,302,202.19	86.50	359,297.81
WATER DEPARTMENT						
600-61-6010	SALARIES	125,680.00	13,049.23	132,521.63	105.44	6,841.63-
600-61-6020	PAYROLL TAXES	9,800.00	988.18	10,049.04	102.54	249.04-
600-61-6030	HEALTH INSURANCE	39,000.00	3,097.61	35,946.52	92.17	3,053.48
600-61-6040	LAGERS EXPENSE	21,400.00	1,267.43	23,558.06	110.08	2,158.06-
600-61-6120	SUPPLIES	1,000.00	9.99	576.85	57.69	423.15
600-61-6170	PRINTING & PUBLICATION	500.00				500.00
600-61-6180	PLANT EXTENSION-WATER	125,000.00	2,266.14	22,831.48	18.27	102,168.52
600-61-6182	MAINTENANCE & OPERATIONS	115,000.00	11,336.22	74,994.04	65.21	40,005.96
600-61-6220	AUDIT EXPENSE	1,499.99		1,571.42	104.76	71.43-
600-61-6260	DUES & MEMBERSHIPS	2,500.00		1,497.76	59.91	1,002.24
600-61-6280	ENGINEERING	5,000.00		922.50	18.45	4,077.50
600-61-6310	INSURANCE	31,987.82		31,987.82	100.00	
600-61-6320	TRAINING/TRAVEL/MILEAGE	2,000.00		292.49	14.62	1,707.51
600-61-6370	EMPLOYEE PROGRAMS	250.00		196.01	78.40	53.99
600-61-6480	STREET REPAIRS	5,000.00	401.92	5,109.01	102.18	109.01-
600-61-6510	UTILITIES	28,000.00	2,707.30	26,638.09	95.14	1,361.91
600-61-6520	PHONE/FAX/INTERNET	2,000.00	88.59	530.40	26.52	1,469.60
600-61-6550	EQUIPMENT RENTAL	1,000.00				1,000.00
600-61-6560	COPY MACHINE	1,000.00	86.03	838.26	83.83	161.74
600-61-6630	CONTRACT WORK	12,500.00		11,595.00	92.76	905.00
600-61-6710	GAS, OIL & TIRES	15,000.00	1,523.09	11,447.66	76.32	3,552.34
600-61-6720	TOOL EXPENSE	2,000.00	895.62	1,744.90	87.25	255.10
600-61-6800	MISCELLANEOUS EXPENSE	2,000.00	110.12	12,695.37	634.77	10,695.37-
600-61-6805	CONTINGENCY FUND	20,000.00				20,000.00
600-61-6810	LEASE PAYMENT/FIXED ASSETS	676,000.00	92,588.50	577,031.32	85.36	98,968.68
600-61-6830	FIXED ASSETS			44.22		44.22-
600-61-6850	LAUNDRY & SANITATION	1,500.00	300.00	844.19	56.28	655.81
600-61-6901	ACCTS RECEIVABLE BAD DEBT	10,000.00	303.25-	2,495.33	24.95	7,504.67
600-61-6905	CHEMICALS	2,000.00				2,000.00
600-61-6910	ADMIN RECAPTURE FEE W	44,275.00		33,206.22	75.00	11,068.78
600-61-6915	DEPT TRANS-GENERAL	60,654.00		45,490.50	75.00	15,163.50
600-61-6950	POSTAGE	4,200.00	400.00	3,280.34	78.10	919.66
600-61-6980	COLLECTION EXPENSE	2,000.00	53.45	881.25	44.06	1,118.75

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	83.3% DIFFERENCE
600-61-7000	DRUG FEES	500.00				500.00
600-61-7001	ONE CALL FEE	800.00	80.83	700.05	87.51	99.95
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	WATER TOTAL	1,371,046.81	130,947.00	1,071,517.73	78.15	299,529.08
WASTEWATER DEPARTMENT						
600-62-6010	SALARIES	186,290.00	13,407.49	147,265.91	79.05	39,024.09
600-62-6020	PAYROLL TAXES	14,000.00	1,014.48	11,152.09	79.66	2,847.91
600-62-6030	HEALTH INSURANCE	46,600.00	3,097.59	29,512.84	63.33	17,087.16
600-62-6040	LAGERS EXPENSE	37,300.00	1,745.32	18,799.35	50.40	18,500.65
600-62-6120	SUPPLIES	500.00		527.47	105.49	27.47-
600-62-6170	PRINTING & PUBLICATION	100.00				100.00
600-62-6180	PLANT EXTENSION-W/W	50,000.00		300.00	.60	49,700.00
600-62-6182	MAINTENANCE & OPERATIONS	50,000.00	6,015.11	18,702.58	37.41	31,297.42
600-62-6220	AUDIT EXPENSE	1,499.99		1,571.42	104.76	71.43-
600-62-6260	DUES & MEMBERSHIPS	2,000.00		1,907.85	95.39	92.15
600-62-6280	ENGINEERING	6,000.00		75.00	1.25	5,925.00
600-62-6310	INSURANCE	11,574.46	682.00	12,256.46	105.89	682.00-
600-62-6320	TRAINING & TRAVEL	2,000.00		62.38	3.12	1,937.62
600-62-6370	EMPLOYEE PROGRAMS	250.00		196.00	78.40	54.00
600-62-6480	STREET REPAIRS	1,500.00		226.88	15.13	1,273.12
600-62-6510	UTILITIES-SEWER	1,200.00	58.65	963.41	80.28	236.59
600-62-6550	EQUIPMENT RENTAL	500.00				500.00
600-62-6560	COPY MACHINE	1,200.00	86.03	838.26	69.86	361.74
600-62-6630	CONTRACT WORK	4,000.00	505.00	1,318.68	32.97	2,681.32
600-62-6710	GAS, OIL & TIRES	4,000.00	36.46	1,464.72	36.62	2,535.28
600-62-6720	TOOL EXPENSE	1,000.00	32.54	104.95	10.50	895.05
600-62-6800	MISCELLANEOUS EXPENSE	7,000.00		3,743.47	53.48	3,256.53
600-62-6810	LEASE PAYMENT/FIXED ASSETS	280,000.00	19,751.55	240,060.40	85.74	39,939.60
600-62-6850	LAUNDRY & SANITATION	2,000.00	495.64	495.64	24.78	1,504.36
600-62-6910	ADMIN RECAPTURE FEE SEWER	19,869.00		14,901.75	75.00	4,967.25
600-62-6915	DEPT TRANS/GENERAL	60,131.00		45,098.28	75.00	15,032.72
600-62-6950	POSTAGE	3,500.00	400.00	3,280.34	93.72	219.66
600-62-6990	PCSD FEES	5,000.00	630.88	6,100.46	122.01	1,100.46-
600-62-7000	DRUG TESTING	500.00				500.00
600-62-7001	ONE CALL FEES	600.00				600.00
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	WASTEWATER TOTAL	800,114.45	47,958.74	560,926.59	70.11	239,187.86
PLANT DEPARTMENT						
600-63-6010	SALARIES	135,085.00	4,390.09	55,559.90	41.13	79,525.10
600-63-6020	PAYROLL TAXES	10,200.00	318.27	4,163.04	40.81	6,036.96
600-63-6030	HEALTH INSURANCE	19,600.00	2,144.49	23,589.39	120.35	3,989.39-
600-63-6040	LAGERS EXPENSE	18,810.00	1,169.66	11,474.51	61.00	7,335.49
600-63-6120	SUPPLIES	2,000.00	24.40	744.39	37.22	1,255.61
600-63-6170	PRINTING & PUBLICATIONS	250.00				250.00
600-63-6180	PLANT EXTENSION-MATERIAL			13.67		13.67-
600-63-6182	MAINTENANCE & OPERATIONS	30,000.00	1,040.07	25,624.81	85.42	4,375.19
600-63-6220	AUDIT EXPENSE	1,499.99		1,571.42	104.76	71.43-

		CALENDAR 10/2020,	FISCAL 10/2020	PCT OF FISCAL YTD	83.3%	
		TOTAL	PTD	YTD	PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
600-63-6260	DUES & MEMBERSHIPS	250.00		183.35	73.34	66.65
600-63-6370	EMPLOYEE PROGRAM	250.00		167.09	66.84	82.91
600-63-6520	PHONE/FAX/INTERNET	800.00	125.48	1,254.80	156.85	454.80-
600-63-6560	COPY MACHINE	1,000.00	59.12	545.11	54.51	454.89
600-63-6710	GAS, OIL & TIRES	4,000.00		55.95	1.40	3,944.05
600-63-6720	TOOL EXPENSE	500.00		248.56	49.71	251.44
600-63-6800	MISCELLANEOUS EXPENSE	500.00	234.99	240.65	48.13	259.35
600-63-6810	LEASE PAYMENT/FIXED ASSETS	315,000.00	8,493.39	219,554.50	69.70	95,445.50
600-63-6850	LAUNDRY & SANITATION	1,500.00	106.51	406.51	27.10	1,093.49
600-63-6930	LAB EQUIPMENT	500.00		236.41	47.28	263.59
600-63-6950	POSTAGE	3,000.00	400.00	3,280.33	109.34	280.33-
600-63-7000	DRUG TESTING	200.00				200.00
600-63-7010	LAB TESTING	6,000.00		5,308.81	88.48	691.19
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	PLANT TOTAL	550,944.99	18,506.47	354,223.20	64.29	196,721.79
TRANSFERS DEPARTMENT						
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	TOTAL EXPENSES	2,722,106.25	197,412.21	1,986,667.52	72.98	735,438.73
TRASH FUND						
TRASH DEPARTMENT						
700-71-4850	GARBAGE INCOME	310,000.00	26,024.65	257,829.28	83.17	52,170.72
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	TRASH TOTAL	310,000.00	26,024.65	257,829.28	83.17	52,170.72
TRANSFERS DEPARTMENT						
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	TOTAL REVENUE	310,000.00	26,024.65	257,829.28	83.17	52,170.72
TRASH DEPARTMENT						
700-71-6875	GARBAGE CONTRACT EXPENSE	300,000.00	22,889.00	225,882.00	75.29	74,118.00
700-71-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00	44.70-	588.84	29.44	1,411.16
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	TRASH TOTAL	302,000.00	22,844.30	226,470.84	74.99	75,529.16
TRANSFERS DEPARTMENT						
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	TOTAL EXPENSES	302,000.00	22,844.30	226,470.84	74.99	75,529.16
NATURAL GAS FUND						
NATURAL GAS DEPARTMENT						
800-81-4100	PENALTIES	9,000.00	191.91	4,591.05	51.01	4,408.95

		PCT OF FISCAL YTD 83.3%			
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE
800-81-4120	RECONNECT	4,500.00		3,675.00	81.67
800-81-4810	NEW SERVICES	5,000.00	9,236.11	10,486.11	209.72
800-81-4860	NATURAL GAS REVENUES	1,300,000.00	37,795.42	733,546.89	56.43
800-81-4870	INCOME FROM RICHLAND	275,000.00	12,338.42	133,108.52	48.40
800-81-4920	MISECLLANEOUS INCOME	5,000.00		1,403.34	28.07
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	NATURAL GAS TOTAL	1,598,500.00	59,561.86	886,810.91	55.48
TRANSFERS DEPARTMENT					
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	TOTAL REVENUE	1,598,500.00	59,561.86	886,810.91	55.48
NATURAL GAS DEPARTMENT					
800-81-6010	SALARIES	137,175.00	6,592.68	80,410.47	58.62
800-81-6020	PAYROLL TAXES	10,300.00	499.81	6,110.30	59.32
800-81-6030	HEALTH INSURANCE	28,200.00	1,429.66	14,296.60	50.70
800-81-6040	LAGERS	21,300.00	1,085.62	20,847.88	97.88
800-81-6120	SUPPLIES	1,000.00		516.36	51.64
800-81-6160	NATURAL GAS PURCHASE	625,000.00	41,097.49	417,709.74	66.83
800-81-6170	PRINTING & PUBLICATION	4,500.00		3,245.92	72.13
800-81-6180	PLANT - EXTENSION	10,000.00		300.00	3.00
800-81-6182	MAINTENANCE & OPERATIONS	20,000.00	1,389.98	7,530.20	37.65
800-81-6210	LEGAL	5,000.00			
800-81-6220	AUDIT EXPENSE	1,499.99		1,571.40	104.76
800-81-6260	DUES & MEMBERSHIP	1,800.00		111.50	6.19
800-81-6280	ENGINEERING	1,000.00		75.00	7.50
800-81-6310	INSURANCE	3,335.56		3,335.56	100.00
800-81-6320	TRAINING/TRAVEL/MILEAGE	2,000.00		49.37	2.47
800-81-6370	EMPLOYEE PROGRAM	250.00		195.98	78.39
800-81-6520	PHONE/FAX/INTERNET	600.00	88.59	530.40	88.40
800-81-6560	COPY MACHINE	1,000.00	86.05	836.15	83.62
800-81-6630	CONTRACT WORK	1,000.00			
800-81-6710	GAS, OIL & TIRES	4,500.00	104.55	1,283.47	28.52
800-81-6720	TOOL EXPENSE	2,500.00	80.25	209.86	8.39
800-81-6800	MISCELLANEOUS EXPENSE	2,000.00		174.56	8.73
800-81-6805	CONTINGENCY FUND	10,000.00			
800-81-6810	BOND PAMT/LEASE/FIXED ASSET	68,000.00	4,420.93	41,946.32	61.69
800-81-6850	LAUNDRY & SANITATION	4,000.00	684.63	2,999.25	74.98
800-81-6901	ACCTS RECEIVABLE BAD DEBT	3,000.00	37.02-	767.02	25.57
800-81-6910	ADMIN RECAPTURE FEE GAS	65,785.00		49,338.72	75.00
800-81-6915	DEPT TRANSFERS-GENERAL	129,215.00		96,911.28	75.00
800-81-6950	POSTAGE	3,500.00	400.00	3,279.62	93.70
800-81-6980	COLLECTION EXPENSE	2,000.00	53.44	881.19	44.06
800-81-7000	DRUG TESTING	500.00			
800-81-7001	ONE CALL FEES	800.00	80.83	700.03	87.50
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	NATURAL GAS TOTAL	1,170,760.55	58,057.49	756,164.15	64.59
TRANSFERS DEPARTMENT					
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TRANSFERS DEPARTMENT



		CALENDAR 10/2020,	FISCAL 10/2020	PCT OF FISCAL YTD 83.3%		
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
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	TOTAL EXPENSES	1,170,760.55	58,057.49	756,164.15	64.59	414,596.40
NID FUND						
	Report Total	720,776.08	669,805.45-	262,742.22	36.45	458,033.86

TRANSFERS DEPARTMENT

The following accounts do not have account breaks defined:  
600626990

Account break titles were not printed for these accounts.