



WAYNESVILLE CITY COUNCIL

Meeting Agenda

AUGUST 15TH, 2024
5:00PM

1. OPENING

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance

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 Meeting Agenda
- b. Approval of Minutes
 - i. **July 18th, 2024**
 - ii. **August 6th, 2024**
- c. Approval of Bills

3. CLOSED SESSION: For discussion concerning items related to RSMo. 610(1) Legal.

4. RETURN TO OPEN SESSION.

5. PUBLIC HEARING – Ad Valorum Tax Rate – 2023

- a. Citizen Comments
- b. Council Comments
- c. Close Public Hearing
- d. **PROPOSED ORDINANCE** – HB2024-24 – Ad Valorum Tax Rate – 2024

6. COMMUNITY

- a. Citizen Comments
- b. **APPOINTMENT** – Tracey Kefalas to the Waynesville Park Board

7. CITY ADMINISTRATOR'S REPORT

8. COUNCIL DISCUSSION

9. ITEMS OF CONSIDERATION

a. ORDINANCE

- i. PROPOSED ORDINANCE** - HB2024-26 – Establishing Loading and Unloading zone at the Intersection of N. Benton and North Street
- ii. PROPOSED ORDINANCE** – HB2024-27 – Sale of Real Property – Lot 2 of Phase 2 of Patriot Landing – JPL St Robert MO RE, LLC
- iii. PROPOSED ORDINANCE** – HB2024-28 – Approving Agreement with Scobee Powerline Construction, LLC for Conductor and Power Pole Replacement
- iv. PROPOSED ORDINANCE** – HB2024-29 – Approving Re-zoning – C2 to R3 – 1904 Historic Route 66 West – Makiko Knotts
- v. PROPOSED ORDINANCE** – HB2024-30 - Approving Agreement – Apptegy, Inc. – City Website and Communications Upgrade

10. RESOLUTION – None

11. OTHER BUSINESS

11. COUNCIL COMMENTS

12. MAYOR COMMENTS

13. ADJOURNMENT

WAYNESVILLE CITY COUNCIL

JULY 18TH, 2024

5:00 PM

Call to Order: Mayor ProTem Koren called the July 18th, 2024, meeting of the Waynesville City Council to order at 5:00pm.

Roll Call: On roll call, Mayor ProTem Koren and six (6) council members were present:

PRESENT: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

ABSENT: Dils

Approval of Consent Agenda: Mayor ProTem Koren called for a motion to approve the Consent Agenda. Councilman Rice made a motion to approve the amended consent agenda and Councilman Farnham seconded.

YEAS: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

NAYS: None

Motion passed

Closed Session – There was a need for closed session regarding RsMO 610(1) Legal. Councilman Hyatt made a motion to go into closed session. Councilman Hayden seconded.

YEAS: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

NAYS: None

Motion passed

Council entered closed session at 5:03pm.

Council returned to open session at 5:31pm

CITIZEN COMMENTS

Jerry Brown – 1390 Hwy F. Mr. Brown stated the minutes from June’s meeting did not reflect the correct time for the meeting tonight. He also complained that there was a scrivener’s error in HB2024-22 title and there were no exhibits to the ordinances on display at the meeting. Mr. Brown also asked if any Councilmembers had been checking their wards as grass throughout the city’s right of ways is extremely tall.

Mark Sharadin – 117 E Historic Route 66. Councilman Farnham asked if this was where Mr. Sharadin lived. Mr. Sharadin asked Councilman Farnham to define “live”. Councilman Farnham asked if that was where Mr. Sharadin slept at night in which he replied “sometimes”. Mr. Sharadin stated he was there on behalf of another business owner that wanted to know what the process was in order to have a reserved parking space placed in front of their business. Mr. Sharadin stated he had reached out to City Hall twice and received no answer. He wanted to know why. John Doyle stated that the business owner wanting the information needed to reach out, not him.

Jerry Brown – Mr. Brown asked to approach the Council and requested clarification on Councilman Farnham’s question to Mr. Sharadin about residence. Councilman Farnham then asked if Mr. Sharadin’s property was zoned residential. Mr. Brown and Mr. Sharadin left the Council meeting without answering Councilman Farnham’s question.

Vannie Williams – 21715 Ranch Rd. Would like to see the grass cut down Hwy 17 as it is getting extremely high. Mayor ProTem Koren stated that Hwy 17 was a MoDOT road and therefore their responsibility. Mr. Williams asked if he could then cut the grass. Council stated he would need to reach out to MoDOT for clarification on his question.

CITY ADMINISTRATOR'S REPORT

City Administrator John Doyle presented a report to the Council that included updates regarding Council Committee meetings and updates on City projects and personnel. Mr. Doyle also introduced Steve Stodden and Mike Siefert from MPUA who were at City Council to present Electric Department Supervisor Daniel Shelden with MPUA's Reliable Service Award. This is the third year in a row that the Electric Department has received the award. Mr. Doyle also briefed the Council on the City's overall growth over the last five years. Current numbers reflect a 5% grown per annum since 2019.

COUNCIL DISCUSSION

- a. **Pinnacle Place Phase 2 Final Plat** – Councilman Hayden stated he was concerned over the size of the lots plated and was afraid that after construction the contractor would have to seek a variance because setbacks would not be met. Mr. Doyle stated that per the footprint of the buildings currently they should meet regulations. Councilman Hayden stated he would like to see the size of setbacks increased from 25 feet to 30 feet. Also, it would be within the City's best interest to move the point of measure from back of curb to the property line. Attorney Nathan Nickolaus agreed.

ITEMS OF CONSIDERATION

a. Ordinances

PROPOSED ORDINANCE – HB2024-20 – Approving Grant Funding – TAP Grant for Sidewalks along Ichord Avenue to GW Lane. The Ordinance was read by title twice and its adoption and passage was moved by Councilman Farnham and seconded by Councilman Hyatt.

YEAS: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

NAYS: None

Motion passed

PROPOSED ORDINANCE – HB2024-21 – Accepting the Mid-Year Budget Adjustment for FY 2024. The Ordinance was read by title twice and its adoption and passage was moved by Councilman Rice and seconded by Councilman Bland.

YEAS: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

NAYS: None

Motion passed

Amendment to HB2024-22 – Councilman Farnham made a motion to amend HB2024-22 in order correct the Scrivener's error in the title and to add the conditions to the ordinance that were made by the Planning and Zoning Commission. Title is to read as follows:

AN ORDINANCE CHANGING ZONING CLASSIFICATION FOR CERTAIN REAL ESTATE FROM
C-1(COMMERCIAL) TO I-2(LIGHT-INDUSTRIAL FOR PROPERTY LOCATED AT
319-321 AND 401 HISTORIC ROUTE 66 WEST IN WAYNESVILLE, MISSOURI;
FIXING AN EFFECTIVE DATE

The ordinance will be amended to read 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 is hereby changed from its present classification of Commercial (C-2) to the new classification of Light Industrial (I-2) according to the following conditions:

The property is to be used as a mechanics/autobody shop with residential use only.

Councilman Bland seconded the motion to approved the amendedment.

YEAS: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

NAYS: None

Motion passed

PROPOSED ORDINANCE – HB2024-22 – Approving Rezoning – C-2 to I-2 – 319-321 and 401 Historic Route 66 West – Edward Wilson. The Ordinance was read by amended title twice and its adoption and passage was moved by Councilman Hayden and seconded by Councilman Hyatt.

YEAS: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

NAYS: None

Motion passed

PROPOSED ORDINANCE – HB2024-23 – Approving Final Plat – Pinnacle Place Phase 2 – Mark Rowden Homes, LLC. The Ordinance was read by title twice and its adoption and passage was moved by Councilman Hyatt and seconded by Councilman Farnham.

YEAS: Farnham, Hicks, Hyatt, Rice, Hayden, Bland, Koren

NAYS: None

Motion passed

Other Business – None

Council Comments

Bland - None.

Hayden - Urged City staff to work on getting the grass cut on the City's right of ways.

Rice - Congratulated the Electric Department on the recognition they received tonight and reminded everyone that Old Settler's Days was coming up.

Hyatt - Congratulated the Animal Shelter on the recognition they had received from the Best Friends Animal Society

Hicks - Just wanted to clarify with the Police Department that he did not vote against any grant funding last month. That was a mistake in the minutes.

Farnham- Advised that it is always so hot during Old Settler's Days so be sure to keep an eye on the elderly and the kids.

Mayor ProTem Comments – Mayor ProTem Koren congratulated the Electric Department and the Animal Shelter for the recognition they had received and congratulated the Police Department on receiving a K9 grant from the county. She urged everyone to enjoy the rest of their summer as school will be starting soon.

Adjournment

There being no further business to come before this session of the Waynesville City Council, the meeting was adjourned at 6:34pm by Mayor ProTem Koren. The next regularly scheduled session of the Waynesville City Council is August 15th, 2024 at 5:30pm.

Respectfully submitted,

Michele Brown, City Clerk

**WAYNESVILLE CITY COUNCIL
SPECIAL SESSION
AUGUST 6TH, 2024
5:00 PM**

Call to Order: Mayor Wilson called the August 6th, 2024, Special Session of the Waynesville City Council to order at 5:00pm.

Roll Call: On roll call, Mayor Wilson and seven (7) council members were present:

PRESENT: Farnham, Hicks, Dils, Hyatt, Rice, Hayden, Bland
ABSENT: Koren

PROPOSED ORDINANCE – HB2024-25 – Approving the Sale of Real Estate in the City of Waynesville. Patriot Landing Lot 2 to JPL St. Robert MO RE, LLC. The Ordinance was read by title twice and its adoption and passage was moved by Councilman Hicks and seconded by Councilman Rice.

YEAS: Farnham, Hicks, Hyatt, Dils, Rice, Hayden, Bland
NAYS: None
Motion passed

Other Business – None

Adjournment

There being no further business to come before this special session of the Waynesville City Council, the meeting was adjourned at 5:02pm by Mayor Wilson. The next regularly scheduled session of the Waynesville City Council is August 15th, 2024 at 5:30pm.

Respectfully submitted,

Michele Brown, City Clerk

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
5 SECURITY BANK (CONS)7034806										
		36506	7/02/2024	10773	66 GARAGE	1,478.47				
		36507	7/02/2024	1000022	A+ TIRE AND LUBE LLC	30.00				
		36508	7/02/2024	10013	BARCO MUNICIPAL PRODUCTS, INC.	543.04				
		36509	7/02/2024	10962	BEAL DONALD	88.50				
		36510	7/02/2024	1000053	BEST FRIENDS ANIMAL HOSPITAL	143.72				
		36511	7/02/2024	100003697	BLUE CARDINAL	242.24				
		36512	7/02/2024	100003998	BOKF, N.A.	3,000.00				
		36513	7/02/2024	10879	BEATRICE A CARNEY	34.04				
		36514	7/02/2024	1000061	CHAMBER OF COMMERCE	907.50				
		36515	7/02/2024	12011	CITY OF ST ROBERT (FIRE)	56,808.19				
		36516	7/02/2024	10659	DENNIS OIL COMPANY	404.10				
		36517	7/02/2024	100004015	DEDICATED SERVICES INC	15,550.00				
		36518	7/02/2024	10000162	GALLS, LLC.	123.47				
		36519	7/02/2024	70120	GFI DIGITAL, INC.	9.17				
		36520	7/02/2024	11270	HALL, MICHAEL	88.50				
		36521	7/02/2024	10000418	HELTON ENTERPRISES INC	836.36				
		36522	7/02/2024	11502	HOARD, COREY	158.50				
		36523	7/02/2024	20410	MARTIN EQUIPMENT	3,018.30				
		36524	7/02/2024	10000259	MCCULLOCH CLEANING	4,225.00				
		36525	7/02/2024	10000279	MISSOURI MUNICIPAL LEAGUE	20.00				
		36526	7/02/2024	10466	JONATHAN QUALE	88.50				
		36527	7/02/2024	100005092	STERICYLE, INC	79.48				
		36528	7/02/2024	12012	SKELLEY , BRENT	93.50				
		36529	7/02/2024	10000135	TOMO DRUG TESTING	148.50				
		36530	7/02/2024	10924	TOTH & ASSOCIATES	742.54				
		36531	7/02/2024	21290	USA BLUE BOOK	232.40				
		36532	7/02/2024	11841	WHOLESALE ELECTRIC SUPPLY	200.72				
		36533	7/02/2024	100003616	FREDDIE J YORK	93.50				
*		36534	Thru	36536						
		36537	7/11/2024	1000022	A+ TIRE AND LUBE LLC	25.00				
		36538	7/11/2024	11594	ALPHA MEDIA	150.00				
		36539	7/11/2024	11932	VESTIS	299.60				
		36540	7/11/2024	1000054	BASSETT INSURANCE AGENCY	428.00				
		36541	7/11/2024	1000049	BEASLEY'S HVAC LLC.	6,254.37				
		36542	7/11/2024	11659	BENNETT, JAMES	73.06				
		36543	7/11/2024	1000053	BEST FRIENDS ANIMAL HOSPITAL	475.72				
		36544	7/11/2024	100003697	BLUE CARDINAL	725.83				
		36545	7/11/2024	1000046	BUSINESS GRAPHICS	282.85				
		36546	7/11/2024	1000057	BUTLER SUPPLY	78.20				
		36547	7/11/2024	30110	CITY OF WAYNESVILLE	40.00				
		36548	7/11/2024	1000080	CLEAN THE UNIFORM CO. JOPLIN	610.94				
		36549	7/11/2024	1000090	COMMITTEE OF FIFTY	30.00				
		36550	7/11/2024	10000486	CORE & MAIN LP	92,638.82				
		36551	7/11/2024	11452	DEPUTY & MIZELL, LLC	97.30				
		36552	7/11/2024	11310	DOGWOOD ANIMAL SHELTER	2,071.00				
		36553	7/11/2024	12107	EASTERN MISSOURI CONCRETE	2,466.16				
		36554	7/11/2024	11578	EMPIRE ENERGY	3,646.92				
		36555	7/11/2024	10463	JOSHUA EVANS	36.00				
		36556	7/11/2024	10000151	FAMILY SUPPORT PAYMENT CENTER	260.54				
		36557	7/11/2024	11126	FERGUSON WATERWORKS #1895	349.68				
		36558	7/11/2024	10000149	FLETCHER-REINHARDT CO.	1,566.75				

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
36559	7/11/2024	10000162	GALLS, LLC.	59.84				
36560	7/11/2024	11854	HARRISON FARM & FEED LLC	295.94				
36561	7/11/2024	100005307	JACK'S LOCK & KEY LLC	75.00				
36562	7/11/2024	10212	KITTEN DIVISION	185.00				
36563	7/11/2024	11861	LAKE OZARK WATER & SEWER, LLC	25.00				
36564	7/11/2024	11435	LAUBER & ASSOC. MUNICIPAL LAW	3,481.00				
36565	7/11/2024	12104	LAWSON PRODUCTS, INC	100.23				
36566	7/11/2024	100003666	LMC CONVENIENCE STORE	1,997.90				
36567	7/11/2024	10000306	MISSOURI ONE CALL SYSTEM, INC	311.85				
36568	7/11/2024	10000329	O'REILLY AUTOMOTIVE, INC.	963.47				
36569	7/11/2024	10000350	PRATT'S LAWN & GARDEN	40.00				
36570	7/11/2024	100004010	PUBLIC WATER SUPPLY DIST #1	50.00				
36571	7/11/2024	10000355	GENESIS	101.00				
36572	7/11/2024	10000301	RICOH USA, INC	83.77				
36573	7/11/2024	12162	RIVARD HEATING & COOLING LLC	11,275.79				
36574	7/11/2024	12167	ROWDEN, MARK	2,850.00				
36575	7/11/2024	10000413	SHO ME POWER	5,310.45				
36576	7/11/2024	10000519	SUMNERONE, INC	430.90				
36577	7/11/2024	10825	THE DIXON PILOT	84.00				
36578	7/11/2024	21290	USA BLUE BOOK	343.35				
36579	7/11/2024	11850	WADE'S AUTO & DIESEL LLC	8,246.50				
36580	7/11/2024	23020	CAPITAL ONE	658.67				
36581	7/11/2024	11841	WHOLESALE ELECTRIC SUPPLY	5,244.24				
36582	7/11/2024	10000190	WILLARD QUARRIES	14,877.37				
36583	7/11/2024	12163	YORK , SAVANNAH	84.90				
36584	7/18/2024	1000022	A+ TIRE AND LUBE LLC	55.00				
36585	7/18/2024	100001	AABC LOCK & KEY SERVICE	12.69				
36586	7/18/2024	10000227	ACCUDATA COLLECTION SERVICE	234.22				
36587	7/18/2024	80200	ANIXTER INC	8,928.50				
36588	7/18/2024	100003130	B & N TREE SERVICE	1,925.00				
36589	7/18/2024	12168	BEHLING, DANIEL	250.00				
36590	7/18/2024	1000053	BEST FRIENDS ANIMAL HOSPITAL	120.72				
36591	7/18/2024	11427	CONNECTED, LLC	812.00				
36592	7/18/2024	100004015	DEDICATED SERVICES INC	213.00				
36593	7/18/2024	12107	EASTERN MISSOURI CONCRETE	739.18				
36594	7/18/2024	11578	EMPIRE ENERGY	1,848.48				
36595	7/18/2024	100003334	FASTENAL COMPANY	365.34				
36596	7/18/2024	11126	FERGUSON WATERWORKS #1895	745.24				
36597	7/18/2024	11419	HALTERMAN, BRAD	78.89				
36598	7/18/2024	100003239	ITRON, INC.	6,996.00				
36599	7/18/2024	10221	WILLIAM JEWETT	78.00				
36600	7/18/2024	10212	KITTEN DIVISION	155.00				
36601	7/18/2024	100003316	LIBERTY NATIONAL	78.50				
36602	7/18/2024	11454	MISSION COMMUNICATIONS,LLC	317.54				
36603	7/18/2024	11461	MPIA RESOURCE SERVICES CORP	179.00				
36604	7/18/2024	13900	MSHP CJ TECH.FUND	2,955.00				
36605	7/18/2024	11277	MY NETWORKS	12,618.50				
36606	7/18/2024	10000350	PRATT'S LAWN & GARDEN	103.20				
36607	7/18/2024	10000301	RICOH USA, INC	10.37				
36608	7/18/2024	10000438	RPCS, INC.	32.64				
36609	7/18/2024	12012	SKELLEY , BRENT	132.50				
36610	7/18/2024	100003624	SPUR NAME TAPES	15.00				
36611	7/18/2024	10000519	SUMNERONE, INC	378.09				

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
36612	7/18/2024	10924	TOTH & ASSOCIATES	13,243.18				
36613	7/18/2024	10435	U.S. GEOLOGICAL SURVEY	793.75				
36614	7/18/2024	23070	WATKINS PORTABLE TOILETS	55.00				
36615	7/18/2024	23110	WILLARD ASPHALT PAVING, INC.	5,510.00				
# 36616	Thru 36617							
36618	7/25/2024	1000098	A T & T MOBILITY	1,221.33				
36619	7/25/2024	80200	ANIXTER INC	409.00				
36620	7/25/2024	11932	VESTIS	299.60				
36621	7/25/2024	1000014	ARKANSAS ELECTRIC COOP	5,842.65				
36622	7/25/2024	1000053	BEST FRIENDS ANIMAL HOSPITAL	309.50				
36623	7/25/2024	12138	BLAND, RYAN	200.00				
36624	7/25/2024	1000057	BUTLER SUPPLY	378.95				
36625	7/25/2024	30110	CITY OF WAYNESVILLE	40.00				
36626	7/25/2024	12170	CLARK, MARY BETH	350.00				
36627	7/25/2024	10000486	CORE & MAIN LP	908.46				
36628	7/25/2024	11452	DEPUTY & MIZELL, LLC	97.30				
36629	7/25/2024	11925	DILS, TRUDY	200.00				
36630	7/25/2024	11310	DOGWOOD ANIMAL SHELTER	306.00				
36631	7/25/2024	11578	EMPIRE ENERGY	1,328.49				
36632	7/25/2024	10000151	FAMILY SUPPORT PAYMENT CENTER	260.54				
36633	7/25/2024	10000149	FLETCHER-REINHARDT CO.	245.35				
36634	7/25/2024	70250	GRAINGER	1,600.35				
36635	7/25/2024	12140	HAYDEN, DON	200.00				
36636	7/25/2024	10775	RYAN L HICKS	200.00				
36637	7/25/2024	11445	HUDSON, WILLIAM	1,042.00				
36638	7/25/2024	11912	HYATT, ROBERT	200.00				
36639	7/25/2024	11276	JONES MIRIAM	18.00				
36640	7/25/2024	10212	KITTEN DIVISION	330.00				
36641	7/25/2024	12104	LAWSON PRODUCTS, INC	1,697.51				
36642	7/25/2024	11950	LINK MEDIA OUTDOOR DEPT	8,580.00				
36643	7/25/2024	100005171	LODGE OF THE FOUR SEASONS	226.60				
36644	7/25/2024	12171	MIRMA HEALTH	86.40				
36645	7/25/2024	100003699	NAPWDA	50.00				
36646	7/25/2024	11637	PACE ANALYTICAL SERVICE, LLC	1,924.00				
36647	7/25/2024	12141	RICE, ROB	200.00				
36648	7/25/2024	19370	SPECTERA, INC.	17.80				
36649	7/25/2024	11433	SURKAMP, HENRY	1,500.00				
36650	7/25/2024	20420	TRIPLE K, INC.	19,860.03				
36651	7/25/2024	100003729	UTILITY SAFETY & DESIGN INC.	225.00				
36652	7/25/2024	11799	WILSON, SEAN A	500.00				
36653	7/25/2024	11534	WORTH JENNIFER	18.00				VOID: did not print issues w/printer
36654	7/31/2024	1000022	A+ TIRE AND LUBE LLC	50.00				
36655	7/31/2024	11594	ALPHA MEDIA	1,537.00				
36656	7/31/2024	100004017	APGA SIF	19.00				
36657	7/31/2024	11932	VESTIS	149.80				
36658	7/31/2024	11659	BENNETT, JAMES	209.50				
36659	7/31/2024	1000053	BEST FRIENDS ANIMAL HOSPITAL	143.72				
36660	7/31/2024	12093	BOBCAT OF ROLLA	37.99				
36661	7/31/2024	12175	D'ANDREA, JOSHUA	228.93				
36662	7/31/2024	11310	DOGWOOD ANIMAL SHELTER	316.00				
36663	7/31/2024	11578	EMPIRE ENERGY	1,901.53				
36664	7/31/2024	100003334	FASTENAL COMPANY	118.22				
36665	7/31/2024	70120	GFI DIGITAL, INC.	7.74				

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
36666		7/31/2024		10000172	GROEBNER & ASSOCIATES, INC	342.59				
36667		7/31/2024		10000418	HELTON ENTERPRISES INC	1,100.45				
36668		7/31/2024		11276	JONES MIRIAM	93.50				
36669		7/31/2024		12104	LAWSON PRODUCTS, INC	347.54				
36670		7/31/2024		10000259	MCCULLOCH CLEANING	3,625.00				
36671		7/31/2024		100004007	MI-KEL INDUSTRIAL SUPPLY, LLC	112.32				
36672		7/31/2024		100003241	BRIAN D MOORE	103.50				
36673		7/31/2024		10000329	O'REILLY AUTOMOTIVE, INC.	339.25				
36674		7/31/2024		10799	MARK A PILES	2.73				
36675		7/31/2024		100003902	DANIEL SHELDEN	147.50				
36676		7/31/2024		100005092	STERICYLE, INC	79.48				
36677		7/31/2024		21290	USA BLUE BOOK	212.28				
36678		7/31/2024		23020	CAPITAL ONE	1,024.24				
36679		7/31/2024		11841	WHOLESALE ELECTRIC SUPPLY	91.95				
36680		7/31/2024		23110	WILLARD ASPHALT PAVING, INC.	912.42				
36681		7/31/2024		11534	WORTH JENNIFER	111.50				
*	36682	Thru	9268224							
9268225		7/02/2024		10318	NEW LIFE PATRIOT	225.90				E-PAY
9268226		7/02/2024		10982	MARGARITAVILLE	326.94				E-PAY
9268227		7/02/2024		10982	MARGARITAVILLE	326.94				E-PAY
9268228		7/02/2024		11929	QUEST DIAGNOSTICS	33.00				E-PAY
9268229		7/02/2024		10945	MISSOURI INTERGOVERNMENTAL RIS	45,449.00				E-PAY
9268230		7/02/2024		10000279	MISSOURI MUNICIPAL LEAGUE	400.00				E-PAY
9268231		7/02/2024		100003655	NORTON	119.99				E-PAY
*	9268232	Thru	9268233		(NOT IN SELECTED DATE RANGE)					
9268234		7/12/2024		10000208	INTERNAL REVENUE SERVICE	30,472.87				E-PAY
9268235		7/11/2024		11858	GOOGLE	14.40				E-PAY
9268236		7/11/2024		100005256	TRANSUNION RISK & ALTERNATIVE	186.00				E-PAY
9268237		7/11/2024		10000100	CABLEAMERICA-MISSOURI	79.95				E-PAY
9268238		7/11/2024		10000100	CABLEAMERICA-MISSOURI	94.95				E-PAY
9268239		7/11/2024		10000100	CABLEAMERICA-MISSOURI	94.95				E-PAY
9268240		7/11/2024		10000100	CABLEAMERICA-MISSOURI	133.66				E-PAY
9268241		7/11/2024		10000100	CABLEAMERICA-MISSOURI	135.61				E-PAY
9268242		7/11/2024		10000100	CABLEAMERICA-MISSOURI	176.95				E-PAY
9268243		7/11/2024		10000100	CABLEAMERICA-MISSOURI	229.95				E-PAY
9268244		7/11/2024		10000100	CABLEAMERICA-MISSOURI	251.99				E-PAY
9268245		7/11/2024		10000100	CABLEAMERICA-MISSOURI	272.00				E-PAY
9268246		7/11/2024		10000100	CABLEAMERICA-MISSOURI	294.95				E-PAY
9268247		7/11/2024		11617	SUN LIFE FINANCIAL	3,668.38				E-PAY
9268248		7/11/2024		10000292	MISSOURI DEPT. OF REVENUE	7,455.50				E-PAY
9268249		7/11/2024		11080	HUGHESNET	71.39				E-PAY
9268250		7/11/2024		21140	UMB BANK N.A.	5,536.13				E-PAY
9268251		7/11/2024		10000153	DEPT OF TREASURY	1,500.00				E-PAY
9268252		7/11/2024		11459	JEFFY SHIRTS	78.43				E-PAY
9268253		7/11/2024		12165	UTVDIRECT	393.90				E-PAY
9268254		7/11/2024		11651	RAM MOUNTS	204.21				E-PAY
9268255		7/11/2024		1000011	AFLAC	101.54				E-PAY
9268256		7/11/2024		100004002	AMAZON.COM	63.22				E-PAY
9268257		7/11/2024		100004002	AMAZON.COM	154.90				E-PAY
9268258		7/11/2024		100004002	AMAZON.COM	333.21				E-PAY
9268259		7/11/2024		12166	ARTLIST	479.88				E-PAY
9268260		7/11/2024		11650	CULLIGAN OF JEFFERSON CITY	41.00				E-PAY
9268261		7/11/2024		11650	CULLIGAN OF JEFFERSON CITY	46.50				E-PAY

ACCOUNTS PAYABLE CHECK REGISTER

BANK# CHECK#	BANK NAME DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
9268262	7/11/2024	11716 ASURE	1,337.80				E-PAY
9268263	7/18/2024	10000472 BRIGHTSPEED	365.57				E-PAY
9268264	7/18/2024	10000268 MISSOURI JOINT MUNICIPAL	407,004.32				E-PAY
9268265	7/18/2024	21140 UMB BANK N.A.	11,708.75				E-PAY
9268266	7/18/2024	10000100 CABLEAMERICA-MISSOURI	281.95				E-PAY
9268267	7/18/2024	10000100 CABLEAMERICA-MISSOURI	111.95				E-PAY
9268268	7/18/2024	11937 R VETERINARY AT CROSS CREEK	52.00				E-PAY
9268269	7/18/2024	10000245 MISSOURI LAGERS	43,955.14				E-PAY
9268270	7/26/2024	10000208 INTERNAL REVENUE SERVICE	31,193.08				E-PAY
9268271	7/25/2024	10352 WAL-MART	59.48				E-PAY
9268272	7/25/2024	10151 ENTERPRISE RENT-A-CAR	21,043.98				E-PAY
9268273	7/25/2024	100004002 AMAZON.COM	94.95				E-PAY
9268274	7/25/2024	100004002 AMAZON.COM	133.50				E-PAY
9268275	7/25/2024	10352 WAL-MART	41.94				E-PAY
9268276	7/25/2024	10000272 MUNICIPAL GAS COMMISSION OF	41,536.81				E-PAY
9268277	7/25/2024	10000244 LACLEDE ELECTRIC COOP.	2,791.57				E-PAY
9268278	7/25/2024	12161 BUZZSPROUT.COM	18.00				E-PAY
9268279	7/25/2024	10361 DISH NETWORK	139.58				E-PAY
9268280	7/25/2024	100004002 AMAZON.COM	158.95				E-PAY
9268281	7/25/2024	12172 BLUE-9	418.28				E-PAY
9268282	7/25/2024	11989 EVENTBRITE	29.00				E-PAY
9268283	7/25/2024	100004002 AMAZON.COM	12.84				E-PAY
9268284	7/25/2024	100004002 AMAZON.COM	158.80				E-PAY
9268285	7/25/2024	100004002 AMAZON.COM	165.61				E-PAY
9268286	7/25/2024	12173 HELLO FLOWERS	92.66				E-PAY
9268287	7/25/2024	12174 BADGE & WALLET	434.00				E-PAY
9268288	7/25/2024	10105 HOLIDAY INN	236.02				E-PAY
9268289	7/25/2024	100003316 LIBERTY NATIONAL	1,334.70				E-PAY
9268290	7/25/2024	100004002 AMAZON.COM	166.59				E-PAY
9268291	7/31/2024	100004002 AMAZON.COM	237.05				E-PAY
9268292	7/31/2024	12099 SUNNYVIEW FEED LLC	448.70				E-PAY
9268293	7/31/2024	11752 CUSTOM CORNHOLE BOARDS	304.95				E-PAY
9268294	7/31/2024	12020 MPRA CONFERENCE & EXPO	565.00				E-PAY
9268295	7/31/2024	120150 LOWE'S	2,036.14				E-PAY
9268296	7/31/2024	11937 R VETERINARY AT CROSS CREEK	823.25				E-PAY
9268297	7/31/2024	100004002 AMAZON.COM	46.87				E-PAY
9268298	7/31/2024	1000020 VOYA INSTITUTIONAL TRUST CO.	650.00				E-PAY
9268299	7/31/2024	11115 POSTALIA TDC POSTAGE	1,000.00				E-PAY
9268300	7/31/2024	11199 BOMGAARS	77.21				E-PAY
9268301	7/31/2024	10105 HOLIDAY INN	218.40				E-PAY
9268302	7/31/2024	140160 NEW PIG CORPORATION	460.83				E-PAY
9268303	7/31/2024	12174 BADGE & WALLET	28.10				E-PAY
9268304	7/31/2024	12174 BADGE & WALLET	28.10				E-PAY
9268305	7/31/2024	10105 HOLIDAY INN	582.96				E-PAY
9268306	7/31/2024	10982 MARGARITAVILLE	390.72				E-PAY
9268307	7/31/2024	10982 MARGARITAVILLE	390.72				E-PAY
9268308	7/31/2024	100004002 AMAZON.COM	45.30				E-PAY
9268309	7/31/2024	11929 QUEST DIAGNOSTICS	54.00				E-PAY
9268310	7/31/2024	10000292 MISSOURI DEPT. OF REVENUE	7,521.50				E-PAY

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:								
	OUTSTANDING			1,063,750.83				
	CLEARED			.00				

	BANK 5 TOTAL			1,063,750.83				
	VOIDED			18.00				
FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED			
		-----	-----	-----	-----			
100	GENERAL	322,630.71	322,630.71	.00	18.00			
200	PARK	24,465.89	24,465.89	.00	.00			
500	ELECTRIC	510,971.30	510,971.30	.00	.00			
600	WATER / SEWER FUND	149,715.72	149,715.72	.00	.00			
800	NATURAL GAS	55,967.21	55,967.21	.00	.00			



NOTICE OF PUBLIC HEARING

NOTICE is hereby given that a public hearing will be held by the City Council of the City of Waynesville, Missouri, at the City Hall, 100 Tremont Center, Waynesville, Missouri, on the 15th day of August, 2024 at 5:30 p.m.

This public hearing will be held in compliance with the provisions of Section 67.110 RSMo, and for the purpose of receiving comments from the citizens of Waynesville, Missouri, concerning the ad valorem property tax rates to be established for the City of Waynesville, for the current taxable year.

Following is a listing of the assessed valuation by category for the current taxable year and for the proceeding taxable year:

Category of Property	Assessed Valuation 2023	Assessed Valuation 2024
Real Estate	\$ 67,831,768	\$ 69,893,692
Personal Property	<u>\$ 12,360,037</u>	<u>\$ 12,590,332</u>
Totals	\$ 80,191.805	\$ 82,484,024

The amount of revenue required to be provided from the property tax, as set forth in the annual budget heretofore adopted by the City Council is \$475,000 for the General Fund.

The proposed tax rate for the current taxable year is \$0.6306 per \$100 assessed valuation for the General Fund. The rate for 2023 was \$0.6306.

Done by the order of the City Council of the City of Waynesville, Missouri.

Michele Brown
 City Clerk



**AN ORDINANCE FIXING THE AD VALOREM PROPERTY TAX RATES
FOR THE CITY OF WAYNESVILLE FOR THE YEAR 2024
ON ALL TAXABLE PROPERTY WITHIN SAID CITY**

WHEREAS, the budget officer of the City of Waynesville has heretofore presented to the City Council the following information relating to assessed valuation by category on taxable property within the City of Waynesville for the current and preceding taxable year, to-wit:

Category of Property	<u>Assessed Valuation</u> 2023	<u>Assessed Valuation</u> 2024
Real Estate	\$ 67,831,768	\$ 69,893,692
Personal Property	<u>\$ 12,360,037</u>	<u>\$ 12,590,332</u>
Totals	\$ 80,191,805	\$ 82,484,024

WHEREAS, the budget officer has also heretofore presented to the City Council the following information for the current taxable year, to-wit: Amount of revenue required to be provided from the 2024 property tax as set forth in the annual budget adopted by the City Council is \$475,000 for general fund, and proposed tax rate of \$0.6306 per \$100 assessed valuation for the general fund; and

WHEREAS, the City Council heretofore sets August 15th, 2024 as the date for a public hearing on the proposed rates of taxes; and

WHEREAS, due notice, stating the hour, date and place of the said hearing was posted more than seven days prior to the date of the said hearing in three public places qualified under the laws of the State of Missouri in Pulaski County, Missouri (the county within which all of the City of Waynesville is situated). Those public places included The City of Waynesville’s City Hall, the Roubidoux Park Trailhead and the Waynesville Department of Motor Vehicles. Such notice included the assessed valuation by category of real, total personal and other tangible property in the City of Waynesville for the preceding taxable year and for the current fiscal year, and the amount of revenue required to be provided by each rate to be levied as provided in the annual budget heretofore adopted by the City Council of Waynesville, and the tax rates proposed to be set for the various purposes of taxation; and

WHEREAS, the said public hearing has been conducted pursuant to the said notice and all interested citizens of the City of Waynesville have been afforded an opportunity to be heard.

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

Section 1. That pursuant to authority vested by the Constitution and Statutes of the State of Missouri in the City Council of the City of Waynesville, a city of the third class, the City Council of the City of Waynesville does hereby fix and declare the levy and tax rate for the year 2024 on all taxable property in the City of Waynesville, Missouri, as provided for and defined by Constitution and Statutes of the State of Missouri, as follows:

A rate of \$0.6306 per \$100.00 assessed valuation is fixed for general revenue fund.

Section 2. That the tax rate hereinabove set forth is necessary to produce substantially the same revenues as required in the annual budget adopted heretofore by the City Council.

Section 3. All taxes hereby fixed and levied shall be paid during the year 2024 to the Collector of Revenue of Pulaski County, Missouri for the City of Waynesville, Missouri, and if not so paid, said taxes shall become delinquent at the same time and date as State, County, School and other taxes collected by the Collector of Revenue of Pulaski County, Missouri shall become delinquent, and the same penalties, fees and interest shall be due and are hereby levied, assessed and provided for on said City taxes as provided by law on taxes payable to the said Collector of Revenue of Pulaski County, Missouri, and such penalties, fees and interest shall be collected by the Collector of Revenue of Pulaski County, Missouri for the City of Waynesville on all delinquent City taxes as herein provided.

Section 4. The City Clerk is authorized and directed to provide a certified copy of this ordinance to the County Clerk of Pulaski County, Missouri, and also to the Collector of Revenue of Pulaski County, Missouri.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 15TH DAY OF AUGUST, 2024.

Sean A. Wilson, Mayor

ATTEST:

Michele Brown, City Clerk



Scott Fitzpatrick
Missouri State Auditor

MEMORANDUM

July 18, 2024

TO: 09-085-0005 City of Waynesville

RE: Setting of 2024 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2024 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page**.
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2024 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2023 calculation for this change. The revised 2023 tax rate ceiling is listed on the 2024 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2023 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

7/18/2024

Informational Data

(2024)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Waynesville	09-085-0005	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.6306
B. Current year rate computed (Informational Form A, Line 18 below)	0.6306
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.6306
E. Maximum authorized levy most recent voter approved rate	1.0000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.6306

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	0.1747%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	3.4000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	80,191,805
12. (2023) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.6306
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	505,690
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.1747%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	883
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	506,573
17. Adjusted current year assessed valuation (Form A, Line 4)	80,331,900
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.6306

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

7/18/2024

Form A

(2024)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Waynesville 09-085-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2024) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 69,893,692 (Real Estate) + (b) 12,590,332 (Personal Property) = 82,484,024 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 1,921,829 (Real Estate) + (b) 230,295 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero) = 2,152,124 (Total)

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

80,331,900

5. (2023) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 67,831,768 (Real Estate) + (b) 12,360,037 (Personal Property) = 80,191,805 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

80,191,805



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

7/18/2024

Form A

(2024)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Waynesville 09-085-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Rate. Rows include: 9. Percentage increase in adjusted valuation (0.1747%), 10. Increase in Consumer Price Index (CPI) (3.4000%), 11. Adjusted prior year assessed valuation (80,191,805), 12. (2023) Tax rate ceiling from prior year (0.6306), 13. Maximum prior year adjusted revenue (505,690), 14. Permitted reassessment revenue growth (0.1747%), 15. Additional revenue permitted (883), 16. Total revenue permitted in current year (506,573), 17. Adjusted current year assessed valuation (80,331,900), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.6306).

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

7/18/2024

Summary Page

(2024)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Waynesville 09-085-0005 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year... 0.6306
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.6306
C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.6306
E. Maximum authorized levy the most recent voter approved rate 1.0000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.6306
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.

2024
After BOE
Pulaski County Clerk Notice of Aggregate
Assessed Valuation

As required by Section 137.245.3, RSMo. I, David Ernst, County Clerk of Pulaski County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Pulaski County for **City of Waynesville** a political subdivision in Pulaski County.

For the year 2024 as shown on the assessment list on	07/17/2024
Real Estate - State Assessed Railroad and Utility	<u>\$81,784</u>
Real Estate - Residential	<u>\$55,636,161</u>
Real Estate - Agricultural	<u>\$88,631</u>
Real Estate - Commercial	<u>\$14,087,116</u>
Real Estate - Total	<u>\$69,893,692</u>
Personal Property - State Assessed Railroad and Utility	<u>\$31,265</u>
Personal Property	<u>\$12,559,067</u>
Personal Property - Total	<u>\$12,590,332</u>
Total Current Valuation	<u>\$82,484,024</u>

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Commission of Pulaski County at my office in Waynesville, Missouri.



David Ernst
Pulaski County Clerk

The following data has been provided by the County Assessor's Office:

New Construction and Improvements:	
Related to real estate	<u>\$1,921,829</u>
Increase in Personal Property	<u>\$0</u>
Annexed Territory	<u> </u>
De - Annexed Territory	<u>\$0</u>



CITY OF
WAYNESVILLE
Missouri

LETTER OF APPOINTMENT

August 15th, 2024

To: City Council Members

From: Mayor Sean A. Wilson

RE: Appointment of Tracey Kefalas to Waynesville Park Board

By the authority vested in me, I, **SEAN A. WILSON**, Mayor of the City of Waynesville, Missouri, hereby appoint **TRACEY KEFALAS** to the Waynesville Park Board for an unexpired two-year term. This seat will be up for re-appointment in April of 2026.

Very truly yours,

Sean A. Wilson
Mayor



From: Tracey Kefalas <traceykefalas@gmail.com>
Sent: Monday, August 12, 2024 1:41:51 PM
To: Waynesville Mayor <mayor@waynesvillemo.org>
Subject: Re: Park Board

Good Morning,

My bio was: The prompt for the reason for wanting to be a Waynesville volunteer, I wrote that I love this city and natural/recreational areas. Also, I have some good ideas for future projects. In the prompt for past experience, I wrote that I have traveled extensively and have had the pleasure of experiencing many parks and natural areas. I would use these life experiences to better our community.

Respectfully,

Tracey Kefalas

On Fri, 9 Aug 2024 at 11:44, Waynesville Mayor <mayor@waynesvillemo.org> wrote:
I didn't see the attachment with your short bio. Can you send that please.

Mayor Wilson

Get [Outlook for iOS](#)

From: Tracey Kefalas <traceykefalas@gmail.com>
Sent: Thursday, August 8, 2024 1:54:37 PM
To: Waynesville Mayor <mayor@waynesvillemo.org>
Subject: Re: Park Board

Good Afternoon,

I have attached my application. The prompt for the reason for wanting to be a Waynesville volunteer, I wrote that I love this city and natural/recreational areas. Also, I have some good ideas for future projects. In the prompt for past experience, I wrote that I have traveled extensively and have had the pleasure of experiencing many parks and natural areas. I would use these life experiences to better our community. Please let me know if there is anything else I should submit.

PARK BOARD
 6:00 P.M. 2ND THURSDAY EACH MONTH
 2-Year Term

Name	Address	Phone #	E-mail	Term Date
Councilman Amanda Koren	19 Dogwood Circle	573-855-4858	councilman.koren@waynesvillemo.org	Council Rep.
Park Board President -				
Andrew Everling	200 Lyle Curtis Circle Apt B.	815-708-4552	dreweverling@gmail.com	4/1/2027
Tracey Kefalas			traceykefalas@gmail.com	4/1/2026
Michelle Baze	1715 Sanders Rd	913-669-8448	hotrodnova1971@yahoo.com	4/1/2026
Erika Haley	130 Lyle Curtis Circle	573.823.2327	ehaley481@gmail.com	4/1/2027
Micha Pereza	1903 Long Drive	573-842-9029	mwpereza@gmail.com	4/1/2025
David Neeley	111 Lincoln Ln	573.528.4522	daveneeley111@gmail.com	4/1/2027
Lynn Morgan	19927 Lucas Ln	312.894.9017	jacquelyn.k.morgan.civ@army.mil	4/1/2025

Mayor Sean A. Wilson
 City Administrator John Doyle
 Park Superintendent Trey Haragan

c 573.885.5950
 wk 774-6171 c 528-0128
 wk 774-3164 c 528-8706

**AN ORDINANCE ESTABLISHING LOADING AND UNLOADING ZONE
FOR A PORTION OF NORTH BENTON STREET, WAYNESVILLE, MISSOURI;
FIXING AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WAYNESVILLE AS FOLLOWS:

Section 1. The following location shall be considered a loading and unloading zone. No person shall stop, stand or park a vehicle at the following location unless that vehicle is delivering goods or picking up goods from businesses located within the immediate downtown area:

That part of the west side of N. Benton Street, beginning at the intersection of N. Benton and North Street and extending in a southerly direction for fifteen (15) feet.

Section 2. That all ordinances or parts of ordinances pertaining to this location which are in conflict are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

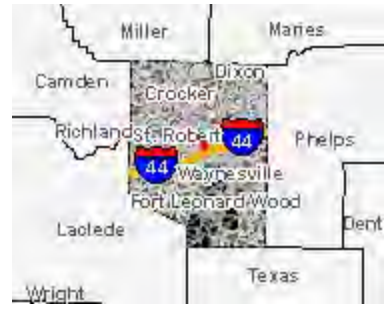
**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNESVILLE,
MISSOURI ON THIS 15th DAY OF AUGUST, 2024.**

Sean A. Wilson, Mayor

ATTEST:

Michele Brown, City Clerk


Pulaski County, MO



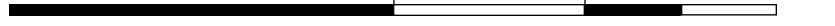
Legend

Notes

Loading Zone - N Benton & North Street

1 in. = 118ft. 

236.0 0 118.00 236.0 Feet



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

**AN ORDINANCE APPROVING A CONTRACT FOR THE SALE OF LOT 2
OF PATRIOTS LANDING PHASE 2 ON GW LANE IN THE CITY OF WAYNESVILLE, MISSOURI
TO JPL ST ROBERT MO RE, LLC;
FIXING AN EFFECTIVE DATE.**

WHEREAS, JPL St Robert MO RE, LLC has shown an interest in purchasing property within the City of Waynesville in order to bring business and jobs opportunities to the community; and

WHEREAS, the City Council wishes to approve a contract to purchase real estate by JPL St Robert MO RE, LLC particularly Lot 2 of Patriots Landing Phase 2 on GW Lane.

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

Section 1. The form of Commercial Sale Contract between the **City of Waynesville** (SELLER) and **JPL St Robert MO RE, LLC** (BUYER) which is attached hereto and made a part hereof by reference, is hereby approved.

Section 2. The Mayor and/or City Administrator is authorized to execute this Contract on behalf of the City of Waynesville. The City Administrator is also authorized to execute any other documents necessary to complete the transaction in the absence or unavailability of the Mayor.

Section 3. All officials and employees of the City are authorized and directed to take all reasonable steps which are required or helpful to cause the City to comply with the terms of the said Contract.

Section 4. 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,
MISSOURI ON THIS 15th DAY OF AUGUST, 2024.**

Sean A. Wilson, Mayor

ATTEST:

Michele Brown, City Clerk

MISSOURI

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

I. THE PARTIES. This Commercial Real Estate Purchase Agreement ("Agreement") made on August 9th, 2024 ("Agreement Date"), between:

JPL ST ROBERT MO RE ("Buyer") with a mailing address of 12065 Rockingham Dr., City of Sacramento, State of California who agrees to buy, and

City of Waynesville ("Seller") with a mailing address of 100 Tremont Center, City of Waynesville, State of Missouri, who agrees to sell and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the "Parties".

II. LEGAL DESCRIPTION. The real property along with improvements and fixtures thereon and with all appurtenant rights, privileges, and easements is best described as: (check one)

- Industrial Property

- Land (only)

- Multi-Family with _____ total residential units

- Office Building

- Retail Property

- Mixed Use Property (any combination of above)

- Other: _____

Street Address: Patriots Landing Phase II Lot 2

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): T O BE ENCLOSED

Other Description: Legal description (enclosed) addendum "Patriot's Landing Phase II Lot

III. PERSONAL PROPERTY. In addition to the real property described in Section II, the Seller shall include the following personal property: N/A

The real property in Section II and any personal property in Section III shall be collectively known as the "Property".

Buyer's Initials JD Seller's Initials _____

IV. PURCHASE PRICE. The Buyer agrees to purchase the Property by payment of \$200,000 (Two Hundred Thousand Dollars) as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than August 16th, 2024, at 05 :00 AM PM. Seller shall have three (3) calendar days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions:

a.) **Loan Application.** Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;

b.) **Contingency.** If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

c.) **Letter.** On or before _____, 20____, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval is is not contingent on the lease, sale, or recording of another property;

d.) **Failure to Produce.** In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within _____ calendar days from the date in Section IV(c);

e.) **Seller's Approval.** Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and

f.) **Fees.** Buyer agrees to pay all fees and satisfy all conditions in a timely manner required by the financial institution for processing the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. The availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project, and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

a.) **Loan Amount:** \$ ● ●

Buyer's Initials JD Seller's Initials _____

- b.) **Down Payment:** \$ _____
- c.) **Interest Rate** (per annum): _____%
- d.) **Term:** _____ Months Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____, to approve the Buyer's documentation. In the event the Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) calendar days.


V. EARNEST MONEY DEPOSIT. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$0.00 _____ as consideration by _____, 20____, at _____:_____ AM PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted **is** **is not** required to be placed in a separate trust or escrow account in accordance with Missouri law. The Earnest Money shall be held by E lite Title (N/A) _____ ("Escrow Agent").

- a.) **Return of Deposit.** Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and the Buyer has fulfilled any required notice obligation in a timely manner regarding the condition having not been met, the Escrow Money shall be returned in accordance with Missouri law.

VI. INSPECTION PERIOD. Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have until 30 days after Effective D, 2024, at 5:00 AM PM to notify Seller of its termination of this Agreement due to Buyer's determination that the Property is unsuitable for its intended purpose ("Inspection Period"). In the event Buyer elects to terminate this Agreement, Buyer shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Buyer provides said notice of termination, Seller and any Escrow Agent shall be obligated to return the Escrow Money to the Buyer as provided in Section V hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Buyer does not submit written notice of termination prior to the expiration of the Inspection Period, the Buyer shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed to be fulfilled. The Seller, at no expense, shall fully cooperate with Buyer in obtaining any and all approvals required from any Federal, State, or Local Government ("Governmental Approvals") necessary for Buyer to satisfy their needs during the Inspection Period for the suitability of the Property. Said Governmental Approvals shall be

obtained during the Inspection Period unless the Parties agree otherwise. Any additional agreements related to this Section must be done in writing and attached to this Agreement.

VII. SELLER'S DISCLOSURES. In order to meet the Buyer's obligations during the Inspection Period, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:

- a.) **Title Commitment.** A title commitment ("Title Commitment") from a title company selected by the Seller to the Buyer's approval ("Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
- b.) **Disclosure Statement.** A disclosure statement of the Property signed and dated by the Seller;
- c.) **Other Agreements.** A true and correct copy of all management agreements and contracts affecting the Property;
- d.) **Studies and Reports.** All copies in the Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;
- e.) **Written Notices.** All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;
- f.) ;
- g.) **Copies of Leases.** Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and
- h.) **Other Documents.** Any other documents related to the Property that could serve as evidence to adversely affect its value.

Seller shall be required to provide the aforementioned disclosures within 30 calendar days after the Effective Date of this Agreement.

VIII. TITLE. Merchantable title shall be conveyed by Special Warranty deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

- a.) **Title Insurance.** At the Seller's expense Buyer's expense Shared expense of both Parties, the Seller shall provide the Buyer with a standard owner's policy insuring marketable title in the amount of the Purchase Price. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within 30 calendar days after copies of the Title Commitment, in accordance with Section VII, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and

that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.

IX. SURVEY. The Parties agree that: (check one)

- **Seller's Recorded Surveys are Satisfactory.** The Parties agree that the survey provided in accordance with Section VII from the Seller's records shall be adequate to fulfill the survey obligations of the Buyer. If a survey is not provided by the Seller, a new survey shall be requested and provided to the Buyer at the expense of the Seller.

- **New Survey Requested.** Buyer will, at the Seller's Buyer's Shared expense and within a timeframe allowed to deliver and examine title evidence, obtain a certified survey of the Property from a certified and registered surveyor within the State. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within _____ calendar days of being notified of said title defect.

X. CURE PERIOD. Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have 30 calendar days after delivery of such notice to cure the non-compliance.

XI. CLOSING. The purchase of the Property shall be closed on August 16th, 2024, at 5:00 AM PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Seller and prorated as of the Closing.

a.) **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of Buyer Seller Both Parties. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

XII. SALE OF BUYER'S PROPERTY. Performance under this Agreement: (check one)

- **Shall not** be contingent upon the Buyer selling another property.

- **Shall be** contingent upon the Buyer selling another property with a mailing address of _____, City of _____, State of _____, within ____ calendar days from the Effective Date.

XIII. ASSIGNABILITY. This Agreement is: (check one)

- **Assignable.** If this Agreement may be assignable, the Buyer shall deliver a copy of the assignment agreement to the Seller at least ____ calendar days prior to Closing.

- **Not Assignable.**

XIV. NOTICES. All notices shall be in writing and may be delivered by the following acceptable method(s): (check all that apply)

- E-Mail

- Certified Mail (with return receipt)

- Personal Delivery

- Other: _____

Such notices shall be sent to the respective Parties' mailing addresses listed in Section I unless otherwise listed below:

Buyer: rajwantbedi@gmail.com

Seller: mayor@waynesvillemo.org or john.doyle@waynesvillemo.org

XV. CONVEYANCE. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned in Section VIII, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

XVI. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION. To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

XVII. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:

a.) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws in the State of Missouri or another State; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

b.) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described in Section VIII of this Agreement.

c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

e.) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

f.) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all City, State, and County ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no

encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of State or Federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including those violations referenced in Paragraph 7 above. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

i.) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one-hundred twenty (120) days prior to Closing.

XVIII. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of Missouri or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all

necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

XIX. ESCROW AGENT. The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for misdelivery of Escrow Money to the Buyer and the Seller, unless the misdelivery is due to the Escrow Agent's willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:

- a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or
- b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with Missouri law. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

XX. SELLER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.

XXI. BUYER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Escrow Money amount as full and complete liquidated damages for such default of Buyer. The Parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Escrow Money is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific

performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

XXII. ATTORNEYS' FEES. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

XXIII. DAMAGE TO THE PROPERTY. If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing the Property at the agreed-upon Purchase Price and the Seller will credit the deductible, if any, and transfer to the Buyer at Closing any insurance proceeds or Seller's claim to any insurance proceeds payable for the damage. The Seller will cooperate with and assist the Buyer in collecting any such proceeds. The Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

Furthermore, if any part of the Property, after the Effective Date and before the Closing, is taken in condemnation or under the right of eminent domain, or proceedings for such taking are pending or threatened, the Buyer may cancel this Agreement without liability and the Escrow Money will be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing what is left of the Property at the agreed-upon Purchase Price and the Seller will transfer to the Buyer at Closing the proceeds of any award or the Seller's claim to any award payable for the taking. The Seller will cooperate with and assist the Buyer in collecting such an award.

XXIV. OPERATION OF PROPERTY DURING AGREEMENT PERIOD. The Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement and will take no action that would adversely impact the Property, tenants, lender, or business, if any. Any changes, such as renting vacant space, that materially affects the Property or the Buyer's intended use will be permitted only with the Buyer's consent.

XXV. CLOSING PROCEDURE. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Missouri.

a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.

b.) **Costs.** The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure title defects.

c.) **Documents.** The Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, originals of those assignable service and maintenance contracts that will be

assumed by the Buyer after the Closing, letters to each service contractor from the Seller advising each of them of the sale of the Property, and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases and updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** The real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by the Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before Closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at the request of either party, be readjusted upon receipt of the current year's tax bill; this provision will survive the Closing.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

XXVI. RECORDING. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Missouri, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

XXVII. ACCEPTANCE. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms

and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). The Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

- a.) **Real Estate Agent(s).** If Buyer or Seller have hired the services of the licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXVIII. BINDING EFFECT. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXIX. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXX. DISCLOSURES. The following disclosures are attached to this Agreement and required to be read and signed by the Parties:

- a.) Subdivision Survey (to be enclosed)
- b.) Waynesville City Ordinance authorizing sale
- c.) Other documents and disclosures as needed
- d.) _____

XXXI. DISPUTE RESOLUTION. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Missouri law. Judgment upon the

award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Missouri law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of probate, small claims, or bankruptcy court. The filing of court action to enable the recording of a notice of pending action, for an order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXXII. TERMS AND CONDITIONS OF OFFER. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXXIII. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws in the State of Missouri ("Governing Law").

XXXIV. OFFER EXPIRATION. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked, and the Earnest Money shall be returned, unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by August 30th, 2024, at 5:00 AM PM.

a.) Effective Date. The "Effective Date" of this Agreement is the date on which the last one of the Parties has signed or initialed and delivered this offer or the final counteroffer. Calendar days will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. local time of the next business day. Time is of the essence in this Agreement.

XXXV. ADDITIONAL TERMS & CONDITIONS. _____

XXXVI. ENTIRE AGREEMENT. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said

Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Seller's Signature: John C. Doyle | Date: August 14th, 2024
Print Name: John Doyle, City Administrator

Seller's Signature: Michele L. Brown | Date: August 14th, 2024
Print Name: Michele Brown, City Clerk

Buyer's Signature: _____ | Date: _____
Print Name: JPL St. Robert MO RE LLC

Buyer's Signature: _____ | Date: _____
Print Name: JPL St. Robert MO RE LLC

Agent's Signature: _____ | Date: _____
Print Name: _____

Agent's Signature: _____ | Date: _____
Print Name: _____

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR OF THE CITY OF WAYNESVILLE TO EXECUTE A CONTRACT BETWEEN THE CITY AND SCOBEE POWERLINE CONSTRUCTION CONCERNING THE CITY’S ELECTRIC INFRASTRUCTURE; FIXING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Waynesville requested quotes from area electric contractors for the replacement and installation of conductors and certain power poles within the City’s electric infrastructure; and

WHEREAS, after careful review of the quotes received, the City Council wishes to enter into an Agreement with Scobee Powerline Construction to complete the work described in the Request for quotes dated July ___, 2024.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MISSOURI 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”, an agreement with Scobee Powerline Construction, LLC, incorporated herein, and attached hereto, by specific reference.

Section 2. The City Administrator is also authorized to execute this Agreement and other documents necessary to facilitate the agreement in the absence or unavailability of the Mayor.

Section 3. That all ordinances or parts of ordinances therefore enacted which are in conflict are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI ON THIS 15th DAY OF AUGUST, 2024.

Sean A. Wilson, Mayor

ATTEST:

Michele Brown, City Clerk

POWERLINE CONSTRUCTION AGREEMENT

This contract is made and entered into on this 12th day of August 2024, by and between the City of Waynesville and Scobee Powerline Construction, LLC, hereinafter referred to as Contractor.

WHEREAS the City of Waynesville advertised for qualified contractors to replace poles and conductor at existing locations in accordance with plans and specifications contained in the Contract Documents; and

WHEREAS Contractor responded to said advertisement to perform said services; and

WHEREAS the City of Waynesville has selected the Contractor to perform said services; and

NOW THEREFORE: in consideration of the foregoing and the mutual terms and conditions contained herein, the parties agree:

1. General Requirements

1.1 DESCRIPTION OF WORK: Contractor agrees to perform all work the shown on the specifications and described in the Bid and Contract Documents related to the powerline construction of the poles and wire at existing locations (the "Work")

1.2 The Contractor shall provide all deliverables/services to the sole satisfaction of the City of Waynesville.

1.3 Unless otherwise specified herein, the City of Waynesville shall furnish all material. Contractor will furnish labor, equipment and supplies necessary to provide the deliverables/services required herein.

2. Specific Requirements

- 2.1 All work shall be accomplished in a safe manner in accordance with the 2020 Edition of the National Electric Code and OSHA standards.
- 2.2 The Contractor shall repair any damages to City of Waynesville's property caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to the City of Waynesville.
- 2.3 The Contractor shall conduct the work so as not to interfere with the daily activities of the City of Waynesville and any or all employees and personnel located in the Work site.
- 2.4 The City of Waynesville reserves the right to inspect the work site covered by this agreement, verify quantities and review operations at any time without advance notifications to the Contractor.
- 2.5 City of Waynesville is responsible for the purchase of all material relating to the construction as described in the Bid and Contract Documents.

3. Performance Schedule

- 3.1 The City of Waynesville and Contractor shall determine when contract performance is to begin once Notice to Proceed is issued. The Work under this contract shall be completed by no later than October 31, 2024.
- 3.2 Liquidated damages. Time of completion of work by the Contractor is of the essence, Should Contractor, or in the case of default, the surety, fail to complete the Work within the time specified in the contract, or within such extra time as may be allowed by the City of Waynesville, Contractor (or surety) shall be liable to the City of Waynesville in the amount of \$500.00 per day for each and every

calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City of Waynesville and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any money otherwise due to Contractor from the City of Waynesville.

3.3 The Contractor may work six days per week, excluding holidays, if approved by the City of Waynesville.

4. Termination

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

5. Equipment

5.1 All trucks and other equipment must follow all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back-up alarms.

6. Insurance

6.1 The Contractor shall keep and maintain the following insurance coverage and provide City of Waynesville with a Certificate of Insurance in a form acceptable to the City of Waynesville evidencing that said insurance is in place:

Contractor's Commercial General Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor.

Where the work to be performed under the contract documents involves excavation or other underground work or construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations.

The Contractor shall maintain Automobile Public Liability and Property Damage Insurance to protect the Contractor from all claims arising from the use of the following in the execution of the work: a) Contractor's own automobiles and trucks.

b) Hired automobiles and trucks. c) Automobiles and trucks not owned by the Contractor. The insurance shall cover the use of the automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Employer's liability coverage in the amount of \$1,000,000 will be provided.

The liability insurance policies will name Contractor as an insured and City of Waynesville as an additional insured and will contain a clause requiring the insurer to give City of Waynesville at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. Any coverage of the City of Waynesville as an additional insured will be primary to any other coverage of the City of Waynesville. Each liability policy shall contain an endorsement that nothing contained in a policy shall be construed to broaden the liability of the City of

Waynesville beyond any applicable Missouri statutes, nor to abolish or waive any defense at law which might otherwise be available to the City of Waynesville or its officers and employees.

Prior to commencing work, Contractor shall provide City of Waynesville certificates of insurance evidencing the required coverages.

If the Contractor maintains higher limits than the minimums required, the member requires and shall be entitled to coverage for the higher limits maintained by the Contractor. City of Waynesville's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of City of Waynesville's insurance rights under the contract documents, with all such rights being fully and completely reserved by the City of Waynesville. City of Waynesville's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of City of Waynesville's insurance rights under the contract documents, with all such rights being fully and completely reserved by the City of Waynesville.

7. Performance Payment Bond*

~~7.1 Contractor shall provide to City of Waynesville a performance and payment bond in the amount of \$225,000 in a form and with a surety acceptable to City of Waynesville to insure the faithful performance by Contractor of all obligations contained in this contract and the prompt and proper payment by Contractor to all laborers, suppliers, and subcontractors supplying materials or labor related to this contract.~~

***NOT APPLICABLE**

8. Prevailing Wage

8.1 Contractor and any subcontractors shall be required to pay the prevailing hourly rate of wage for each craft or type of workman required to execute the Work as determined by the Department of Labor and Industrial Relations of Missouri. See Schedule of Prevailing Hourly Wage Order No. 27 attached. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City of Waynesville one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

8.2 Contractor and any subcontractors are required to comply with all state and federal labor laws and reporting standards.

9. Payment

9.1 Payment for work may be invoiced when the project and verification of all installed units is completed.

10. Changes, Addition, Deductions and Extra Work

10.1 Upon proper action the City of Waynesville may authorize changes, additions, or deductions from work to be performed by written notice to the Contractor.

10.2 No extra work shall be done or any obligation incurred except upon written order by the City of Waynesville. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the City of Waynesville shall make an equitable adjustment and modify the contract in writing through the use of a supplemental to the contract.

11. Construction of Safety and Health

11.1 In accordance with the provisions of 292.675, RSMo., Contractor, by execution of this contract affirms that it has provided a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for all of their on-site employees which included a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program or that any employees who have not previously completed the program will complete such the program within sixty days of beginning work on this project. Contractor shall produce certificates evidencing the completion of said course upon request of City of Waynesville.

12. Employment of Illegal Aliens Prohibited.

12.1 By Execution of this contract, Contractor affirms that Contractor does not currently and will not, during the term of this contract employ any illegal aliens. Contractor shall take the steps necessary to comply with the requirements of 8 U.S.C. 1324a with respect to the examination of an appropriate document or documents to verify whether the individual is an unauthorized alien and specifically to enroll and participate in the federal work authorization program (sometimes known as the E-Verify program).

13. Project Pricing

13.1 BIDDER agrees to perform all work shown on the SPECIFICATIONS and described in the CONTRACT DOCUMENTS for the following cost:

Total Project Cost: \$220,408.00 DO NOT EXCEED

NOTE: Above amounts shall include all applicable taxes and fees. The sales tax exemption number will be given to the contractor.

14. By execution of this contract the parties signify that this contract constitutes the entire agreement between them and that there are no other oral or written terms, conditions or representations not expressly included herein.

15. This contract is made under and is in all respects to be governed by the laws of the State of Missouri.

16. The Contractor will sign and submit to the City of Waynesville prior to commencement of work the attached affidavits.

17. General Independent Contractor Clause

17.1 This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City of Waynesville's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the City of Waynesville, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City of Waynesville, and the City of Waynesville will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. In no event shall the City of Waynesville be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City of Waynesville's gross negligence or willful or wanton misconduct arising out of or in any way connected with a

breach of this contract. The maximum liability of the City of Waynesville shall be limited to the amount of money to be paid by the City of Waynesville under this contract.

19. Conflict of Interest

19.1 In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Waynesville, or any of its boards or agencies, and further that no officer or employee of the City of Waynesville has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated,

20. Assignment

20.1 The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City of Waynesville thereto, provided, however, that claims for money due or to become due to the Contractor from the City of Waynesville under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City of Waynesville and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City of Waynesville under this contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City of Waynesville to give any notice to any such assignee of any actions which the City of Waynesville may take under this contract.

21. Nondiscrimination

21.1 The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Occupational License

22.1 The Contractor shall obtain and maintain an occupational license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City of Waynesville until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Warranty

23.1 Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by: abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or normal wear and tear under normal usage. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute.

24. Correction Period

24.1 If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: repair such defective Work; or correct such defective Work; or if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this Paragraph are in addition to any other obligation or warranty. The provisions of this Paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

Nothing in this Article concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work and has no relationship to the time within which Contractor's obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than to specifically correct the Work

25. Jurisdiction

25.1 This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. All suits or actions

related to this contract be adjudicated and venue shall be proper only in the Circuit Court of Clinton County, Missouri.

26. Contract Documents The contract documents shall consist of the following:

26.1 This Contract

26.2 Contractor's Bid Proposal

27. Compliance Laws

27.1 Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder.

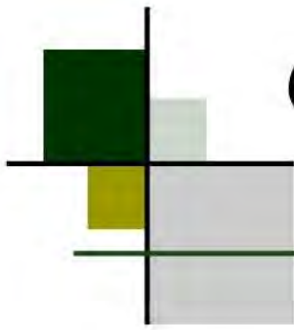
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first written.

City of Waynesville

Secretary

_____ *Gail Scobee* _____

Scobee Powerline Construction



City of Waynesville

Preserving the Past - Planning for the Future

100 Tremont Center Waynesville, MO. 65583

To Whom It May Concern;

This letter is to address the things which were talked about when we were looking at the line conversion. This will outline the things that need to be to be addressed in the quote. It is nothing very big, just making sure everyone is on the same page. Please see the following and if there are any questions, you can email me or call me to clarify.

1. It will be up to the contractor who gets the bid to call in the dig rites.
2. The City does have a vac truck, and the City will provide any vaccing that will be required.
3. The City will also provide the backhoe and any material needed to go back on the pole holes which are vacted. The City does not use pole foam, it will provide 1 inch clean rock to go back in the pole holes.
4. The city will be setting and framing Pole #9. The City will also set the anchors for Pole #9.
5. The City does not use wood arms. All cross arms will be fiberglass. The river crossing will be using 10-foot Class 4000 series fiberglass arms.
6. The City uses vise top insulators which are tieless. We do not have 336 neutral spool ties, so you will use tie wire which the City provides.
7. The City uses battery powered stapler's. We have DeWalt and Milwaukee staples which we will provide.
8. The poles #19 and #20 will require a back yard machine. The city has cleared the brush and has made the ground drivable, but a large digger derrick would not be able to make it in there. Pole #19 is a class 1 55-foot pole. So please make sure of this change.
9. The City has 100% of the line cleared out, so there will be no need for tree trimming.
10. There will be no need to do any pole transfers on the phone or cable tv. However, you will have to transfer Show-Me fiber. This is only 3 poles.



City of Waynesville

Preserving the Past - Planning for the Future

100 Tremont Center Waynesville, MO. 65583

11. There are ways to back feed and shut part of the line down at times. All switching will be done by the City. It will be the contractor's responsibility to ground any lines which are killed out.
12. The City will turn Hot Line tag on per the contractors request. All requests must be made to the City.
13. All bids must be submitted to the City by August 5 no later than 9:00 am. Please submit all bids to Daniel Shelden at cityelectric@waynesvillemo.org
14. Bids will go for review at our Utility committee meeting on August the 5th at 3:30pm. The City will notify all who submitted bids on August 6th whether they received the bid or not.
15. Once the bid has been approved, there will be a contract sent to the contractor. It must be signed and returned before the work can begin.
16. The City requires the contractor who receives the bid to submit a certificate of liability insurance. The City of Waynesville will need to be listed as Additionally Insured on your liability insurance.
17. The City is requiring this line conversion to be finished by October 15th, with a possible extension to October 31st.
18. The City does allow for change orders in this process. However, all changes orders must be submitted in writing to Daniel Shelden for approval.



602 Lana Drive Suite E
 Cameron, MO 64429
 Office (816)632-5720
 Fax (816)632-5721

2024 Rates

Labor and Equipment Rates for Normal, Emergency and Storm Work.

<u>Personnel:</u>	<u>Straight Time:</u>	<u>Overtime:</u>	<u>Double Time:</u>
General Foreman:	\$105.00	\$147.00	\$189.00
Safety Coordinator:	\$95.00	\$133.00	\$171.00
Foreman:	\$97.00	\$135.80	\$174.60
Lineman:	\$90.00	\$126.00	\$162.00
Lineman Apprentice:	\$82.00	\$114.80	\$147.60
Operator:	\$78.00	\$109.20	\$140.40
Groundman / Truck Driver:	\$65.00	\$91.00	\$117.00
Mechanic:	\$85.00	\$119.00	\$153.00

- 1.) Regular work hours generally are 4-10 hour days or 5-8 hour days will constitute the work week under normal conditions. Straight Time rates do not apply during Storm Events. All work over 40 hours per week will be at the Overtime Rate.
- 2.) Emergency Storm Work will be paid at the Overtime Rate. All hours over 16 hours a day will be Double Time.
- 3.) Sundays and All Federal Holidays will be paid at the Double Time rate.
- 4.) Actual expenses of employees will be paid by the customer on all Emergency Storm Work. Fuel, Lodging and Tolls will be reimbursed by receipt. Meals will be billed at \$60 per day when meals are not provided by the utility. \$20/\$20/\$20.
- 5.) If no lodging is available, Double-Time rates will apply until 8 hours of continuous rest is obtained.
- 6.) Travel time will be paid to and from Emergency Storm Work on both Labor and Equipment.
- 7.) General Foreman required for 2 or more crews. Safety Coordinator required for every 5 crews.
- 8.) A lowboy charge of \$6.50 will be charged per loaded mile to and from the emergency for any extra off road equipment to job site. Fuel Surcharge May Apply.
- 9.) All transfer fees that apply will be charged per receipt. (such as over dimension / weight permits.)

Type of Equipment	Hourly Rate
Crew Cab Pickups (4x4)	\$35.00
Mechanic Truck	\$60.00
Bucket Trucks 2 & 4 Wheel Drive (UP to 60')	\$65.00
Bucket Trucks 4 & 6 Wheel Drive (65' to 90')	\$85.00
Backyard Bucket - W/ Trailer	\$70.00
Skidder Bucket 4 x 4 (UP to 60')	\$85.00
Track Bucket (UP to 50')	\$100.00
Track Bucket (55' to 70')	\$125.00
Digger Derricks 2 & 4 Wheel Drive (UP to 50')	\$65.00
Digger Derricks 4 & 6 Wheel Drive (55' to 70')	\$80.00
Digger Derricks (71' to 90')	\$95.00
Backyard Digger Derrick - W/ Trailer	\$70.00
Pressure Digger	\$130.00
Skidder Digger Derrick - Rolligon (UP to 50')	\$100.00
Track Digger Derrick (UP to 45')	\$125.00
Track Digger Derrick (46' to 55')	\$150.00
Track Digger Derrick (56' to 80')	\$200.00
Semi W/ 55 Ton Detach Lowboy Trailer	\$115.00
Skidsteer- W/ Digger & Pole Setting Attachment	\$90.00
Excavator W/ Pole Setting Attachment	\$90.00
Track Dump	\$50.00
Track Loader W/4 & 1 Bucket	\$115.00
UTV 4 X 4 Off Highway Vehicles	\$35.00
Vac Machine HX50 W/Dump Truck	\$100.00
4 Drum Pilot Line Winder	\$60.00
3 & 4 Reel Tension Trailer	\$50.00
Dump Trailers	\$20.00
Flatbed / Utility Trailers	\$20.00
Pole Trailers	\$20.00
Guardian Smart Flagger System	\$25.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2024

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

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

PRODUCER RSC Insurance Brokerage, Inc. 120 W. 12th St., Suite 1000 Kansas City MO 64105	CONTACT NAME: Anita Maples PHONE (A/C. No. Ext): 816-842-4800 E-MAIL ADDRESS: amaples@risk-strategies.com		FAX (A/C. No): 816-472-5018
	INSURER(S) AFFORDING COVERAGE		
INSURED SCOBE-1 Scobee Powerline Construction, LLC 602 Lana Drive, Suite E Cameron MO 64429	INSURER A: American Interstate Insurance Company		NAIC # 31895
	INSURER B: Admiral Insurance Company		24856
	INSURER C: AMCO Insurance Company		19100
	INSURER D: Lloyd's of London		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 611406958

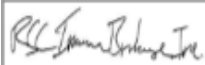
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CA00005293501	5/2/2024	5/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP7216051144	5/2/2024	5/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			SCX1514924	5/2/2024	5/2/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCMO3179712024	6/4/2024	6/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Waynesville is included as additional insured when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Waynesville Attn: Daniel Shelden 100 Tremont Center Waynesville, MO 65583	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Scobee Powerline Construction

**P.O. Box 554
Cameron. MO 64429
Office:(816) 632-5720 Fax: (816) 632-5721**

Bid Proposal

DATE: August 4, 2024
Job # 336 ACSR Feeder 2

Bid For: **City of Waynesville**
100 Tremont Center
Waynesville, MO 65583

Comments: City of Waynesville to Provide All Material.

DESCRIPTION	AMOUNT
Labor & Equipment - Reconductor Unit Rates	\$ 220,408.00
TOTAL	\$ 220,408.00

If you have any questions concerning this Bid Proposal, contact **Gail Scobee** at (816) 632-5720 or (660) 265-6689.

THANK YOU FOR YOUR BUSINESS!

City of Waynesville

336 ACSR Feeder 2 Reconductor and Tie Line

<u>Units</u>	<u>Quantity</u>	<u>Labor</u>	<u>Extended Labor</u>
<u>Section LCR</u>			
30' Pole	4	\$625.00	2,500.00
35' Pole	15	\$675.00	10,125.00
40' Pole	5	\$700.00	3,500.00
45' Pole	1	\$750.00	750.00
Top Pole	3	\$400.00	1,200.00
A1.01	2	\$150.00	300.00
A1.011	7	\$150.00	1,050.00
A5.01	3	\$150.00	450.00
B5.21	1	\$500.00	500.00
C1.11	10	\$225.00	2,250.00
C1.11L	3	\$250.00	750.00
C2.21	2	\$450.00	900.00
C2.24	1	\$450.00	450.00
C4.1G	1	\$850.00	850.00
C5.21	2	\$850.00	1,700.00
C5.31	1	\$850.00	850.00
C5.3	1	\$850.00	850.00
C6.21	3	\$950.00	2,850.00
C6.31	2	\$950.00	1,900.00
C6.31L	1	\$950.00	950.00
Down Guys	16	\$125.00	2,000.00
Overhead Guys	1	\$145.00	145.00
Anchors	15	\$150.00	2,250.00
Service Assemblies	20	\$180.00	3,600.00
G-Units 1Ø	5	\$450.00	2,250.00
G-Units 2Ø	2	\$1,250.00	2,500.00
M26-5	3	\$80.00	240.00
N1.1	2	\$100.00	200.00
S2.31	1	\$1,800.00	1,800.00
Street Light	1	\$150.00	150.00
F.O. Tan	2	\$1,000.00	2,000.00
UA1	1	\$850.00	850.00
UM5	2	\$600.00	1,200.00
TELE TAN	14	\$100.00	1,400.00
TELE D.E.	7	\$100.00	700.00
CABLE TAN	14	\$100.00	1,400.00
CABLE D.E.	2	\$100.00	200.00
1/0 ACSR / m'	14.968	\$1,750.00	26,194.00
#6 Duplex / m'	0.001	\$1,750.00	1.75
#2 Triplex / m'	0.001	\$1,750.00	1.75
1/0 Triplex / m'	0.402	\$1,750.00	703.50
#6 WP / m'	0.428	\$1,750.00	749.00
Total LCR			85,210.00
<u>Section LCN</u>			
30-4	2	1,500.00	3,000.00
40-2	1	1,650.00	1,650.00
40-3	4	1,650.00	6,600.00
45-2	7	1,800.00	12,600.00

45-3	8	1,800.00	14,400.00
50-3	1	1,950.00	1,950.00
55-1	2	2,000.00	4,000.00
55-2	1	2,000.00	2,000.00
A1.01	2	280.00	560.00
A1.011	6	280.00	1,680.00
A5.01	3	150.00	450.00
A5.2	2	150.00	300.00
B5.21L	1	1,000.00	1,000.00
C1.11L	1	350.00	350.00
C2.24L	16	450.00	7,200.00
C2.52L	2	650.00	1,300.00
C4.1G	3	1,650.00	4,950.00
C5.21L	1	1,250.00	1,250.00
C5.3	1	850.00	850.00
C6.71L	2	1,850.00	3,700.00
N1.1	1	100.00	100.00
E1.1L	30	150.00	4,500.00
E1.4L	2	175.00	350.00
F1.4S	30	375.00	11,250.00
G-Units 15 KVA	2	500.00	1,000.00
G-Units 25 KVA	3	500.00	1,500.00
G-Units 2Ø	2	2,500.00	5,000.00
H1.1	20	175.00	3,500.00
H5.1	5	150.00	750.00
K1.1	1	175.00	175.00
K1.3	3	175.00	525.00
M26-5	2	165.00	330.00
F.O. Tan	2	1,000.00	2,000.00
UA1	1	1,200.00	1,200.00
UM5	2	850.00	1,700.00
#2 Triplex / m'	0.006	2,000.00	12.00
#6 Duplex/ m'	0.178	2,000.00	356.00
1/0 Triplex / m'	0.164	2,000.00	328.00
1/0 Quadplex / m'	0.004	2,000.00	8.00
336 ACSR / m'	15.392	2,000.00	30,784.00
1/0 ACSR / m'	0.020	2,000.00	40.00
Total Section LCN			\$135,198.00
Total Bid			\$220,408.00

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville
Feeder 2 336 ACSR Reconductor



Google Earth
Image © 2024 Airbus

STAKED BY: Dow Clayton

PRI 3ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
00081	Ex		40-2	C6.71L	S1.3				H1.1	1	E1.1L	(SE) 12		F1.4S									
				A1.01						1	E1.1L	(NW) 12		F1.4S									
	I			(3) A5.01																			
	N			(3) A5.01																			
00083R	I		30-5						H5.1						167	1	K1.3				1/0 TPX from 3R		
2	N	111	40-3	C2.24L					H1.1							1	K1.3						
	I														48						1/0 TPX from 3R		

City of Waynesville Staking Sheet

City of Waynesville
STAKED BY: Dow Clayton
PRI 3ø WIRE 4 SIZE 336
KIND ACSR
RULING SPAN 180
DESIGN TENSION 2,000 lbs
COMMENTS:



NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
2MOH		New backspan is pole 2												111	1	K3.1			1/0 TPX from 00083R				
	I													48					1/0 TPX from 00083R				
3R	Ex	227	35-5	C1.11				G1.7-37.5	H1.1						4	K1.3						Tele tan & Cable tan	
	I	227	35-5	C1.11				REUSE	H1.1						4	K1.3							
3	N	117	45-3	C2.24L				REUSE	H1.1						4	K1.3							
3.1MOH														36	1	K3.1			#2 TPX				
	N													1					#2 TPX				

Google Earth
Image © 2024 Airbus

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville

Feeder 2 336 ACSR Reconductor



Legend

- Existing Anchor
- Existing Line
- Existing Pole
- Existing Secondary Line
- New Anchor
- New Line
- New Pole
- New Secondary Line
- Retired Anchor
- Retired Line
- Retired Pole
- Retired Secondary Line

STAKED BY: Dow Clayton

PRI 3ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

Google Earth

Image © 2024 Airbus

NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
3.2MOH													37	1	K3.1			#2 TPX					
	I												1					#2 TPX					
4R	I	92	35-5	C1.11					H5.1	1	E1.1	10		F1.3S	92	2	K1.3			1/0 TPX		Tele tan & Cable tan	
4	N	89	45-3	C2.24L					H1.1				89	2	K1.3			1/0 TPX					
4.1MOH													51	1	K3.1			#2 TPX					
	N												1					#2 TPX					

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville
Feeder 2 336 ACSR Reconductor



Legend

- Existing Anchor
- Existing Line
- Existing Pole
- Existing Secondary Line
- New Anchor
- New Line
- New Pole
- New Secondary Line
- Retired Anchor
- Retired Line
- Retired Pole
- Retired Secondary Line

STAKED BY: Dow Clayton

PRI 3ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
6	N	59	45-2	C4.1G	C5.3				H1.1	4	E1.1L	(E) 27.22,17.1 (SW) 37.32,27		(4) F1.4S									
		(Reduced Tension)								3	E1.1L			(3) F1.4S									
7	N	105	45-3	C2.24L	(2) A5.2				H1.1						2	K1.3							
7.1	Ex	121	40-5	(2)A5.1				G1.7-37.5	H1.1	2	E1.1	25,12		(2) F1.3S	1	K1.3				No change #2 ACSR)		M26-5	
7.2	Ex	44	35-5	A1.1					H1.1						1	K1.1				No change #2 ACSR)		M26-5	
8	N	197	45-3	C2.24L					H1.1														

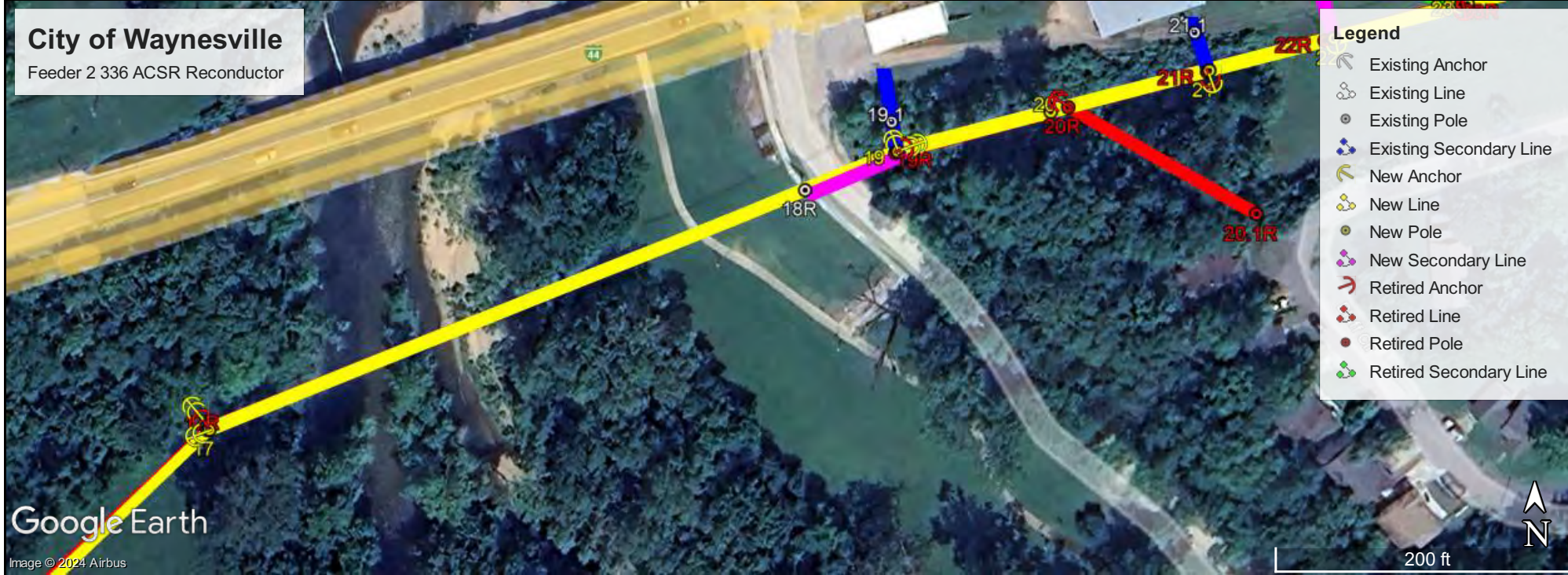
Google Earth
Image © 2024 Airbus

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville

Feeder 2 336 ACSR Reconductor



Legend

- Existing Anchor
- Existing Line
- Existing Pole
- Existing Secondary Line
- New Anchor
- New Line
- New Pole
- New Secondary Line
- Retired Anchor
- Retired Line
- Retired Pole
- Retired Secondary Line

STAKED BY: Dow Clayton

PRI 3Ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

Google Earth

Image © 2024 Airbus

200 ft

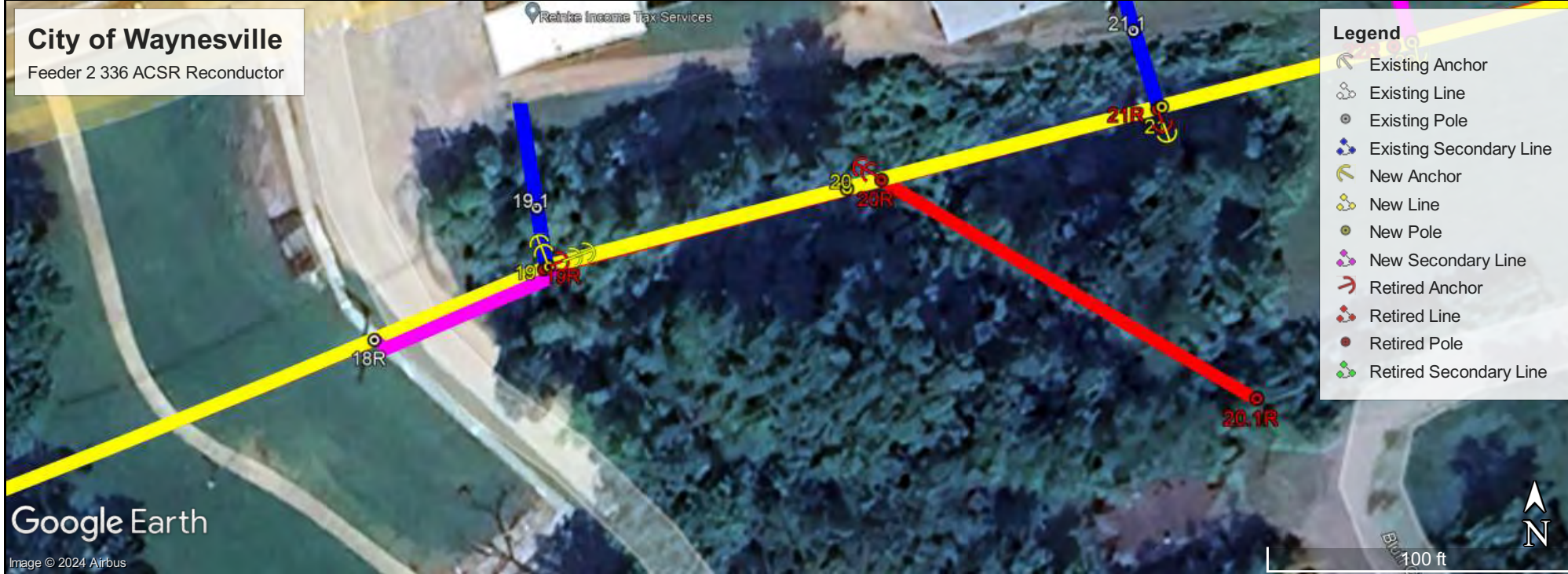
NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
18	Ex	476	50-3	C6.21	S2.31				H1.1						1	K1.3			25'	100A	Street Light		
(2) CATV TAN, (2) TELE TAN				Top pole and leave for communication cable															25'	100A			
	I	476	TOP POLE	C6.21	S2.31																		
	N													73	1	K1.3				1/0 TPX	From pole 19		
19R	I	71	35-4	C1.11				G1.7-15	H1.1	1	E1.1L	30	F1.3S		1	K1.3			(3) CATV DE and 1 GUY, (3) TELE TAN (3) GUYS				
Top pole and leave for communication cable																							
19	N	548	55-1	C6.71L		7°38'	RT	G1.7-25	H1.1	2	E1.1L	(Bisect) 25,20	(2) F1.4S		2	K1.3							
				A1.01	(2) A1.011					2	E1.1L	40,35	(2) F1.4S	(Long span backup)									

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville

Feeder 2 336 ACSR Reconductor



Legend

- Existing Anchor
- Existing Line
- Existing Pole
- Existing Secondary Line
- New Anchor
- New Line
- New Pole
- New Secondary Line
- Retired Anchor
- Retired Line
- Retired Pole
- Retired Secondary Line

STAKED BY: Dow Clayton

PRI 3Ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

Google Earth

Image © 2024 Airbus

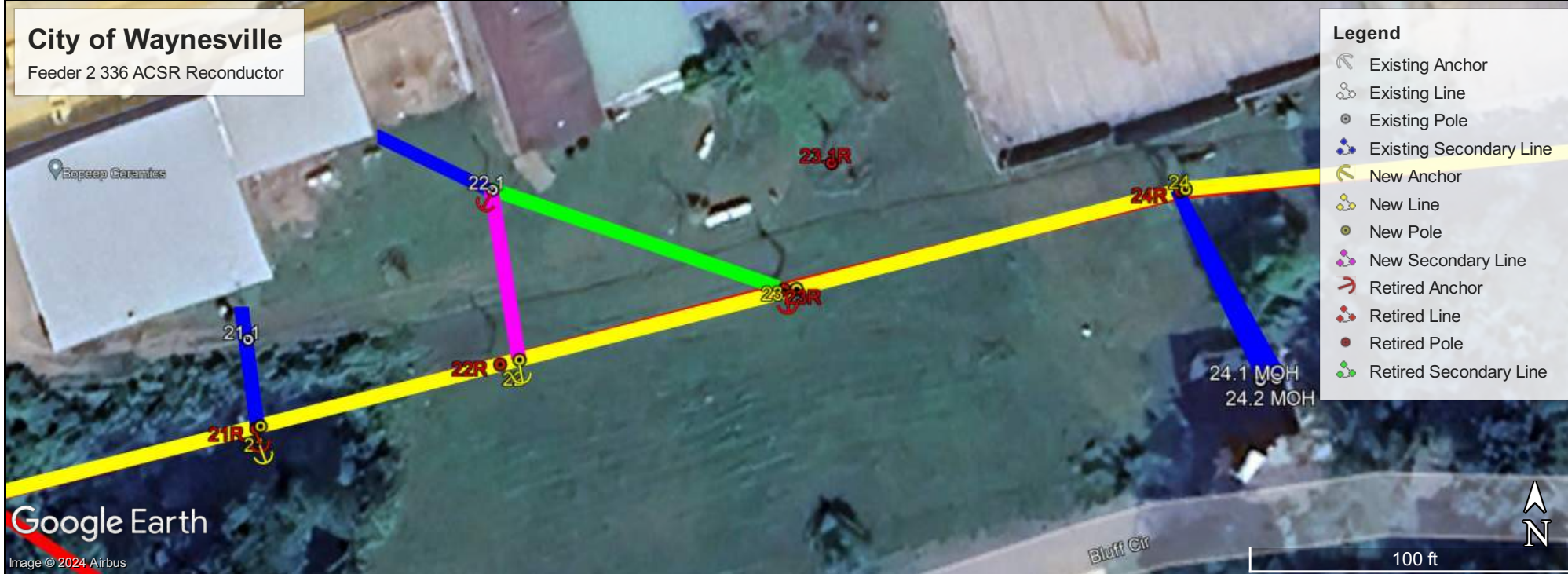
NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
19.1	Ex		35-5						H1.1					23	2	K1.1			#2 TPX			M26-5	
	I													1					#2 TPX				
Reduce tension from this pole to 180' ruling span (2000 lbs.)																							
20	N	114	45-3	C2.24L					H5.1														
20R	I	129	40-4	C6.21	(2) A1.011				H1.1	2	E1.1L	20,20	(2) F1.3S		1	K1.3						M26-5	
				C5.21																		CATV TAN & (2) TELE TAN	
20.1R	I	153	40-4	C2.24	C5.3				H5.1													Units on this pole are estimated. Visual of pole was not obtainable due to Right of Way.	

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville

Feeder 2 336 ACSR Reconductor



Legend	
	Existing Anchor
	Existing Line
	Existing Pole
	Existing Secondary Line
	New Anchor
	New Line
	New Pole
	New Secondary Line
	Retired Anchor
	Retired Line
	Retired Pole
	Retired Secondary Line

STAKED BY: Dow Clayton

PRI 3Ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT	
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE		
																NO.	J/K							
22.1	Ex		30-5						H1.1	1	E1.1	10		F1.3S	106	3	K1.3			1/0 TPX			M26-5	
	I									1	E1.1	10		F1.3S	47	1	K1.3			1/0 TPX	(From 23R)			
	N															1	K1.3			1/0 TPX	(New Backspan is 22)			
23R	I	99	35-5	C1.11	UM5			G1.7-37.5	H1.1	1	E1.1L	12		F1.3S		1	K1.3							CATV TAN & (2) TELE TAN
23	N	97	40-3	C2.24L	UM5			G1.7-25	H1.1															
23.1R	I		30-5													3	K1.3							Retire pole, not in use.

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville

Feeder 2 336 ACSR Reconductor



Google Earth

Image © 2024 Airbus

STAKED BY: Dow Clayton

PRI 3Ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

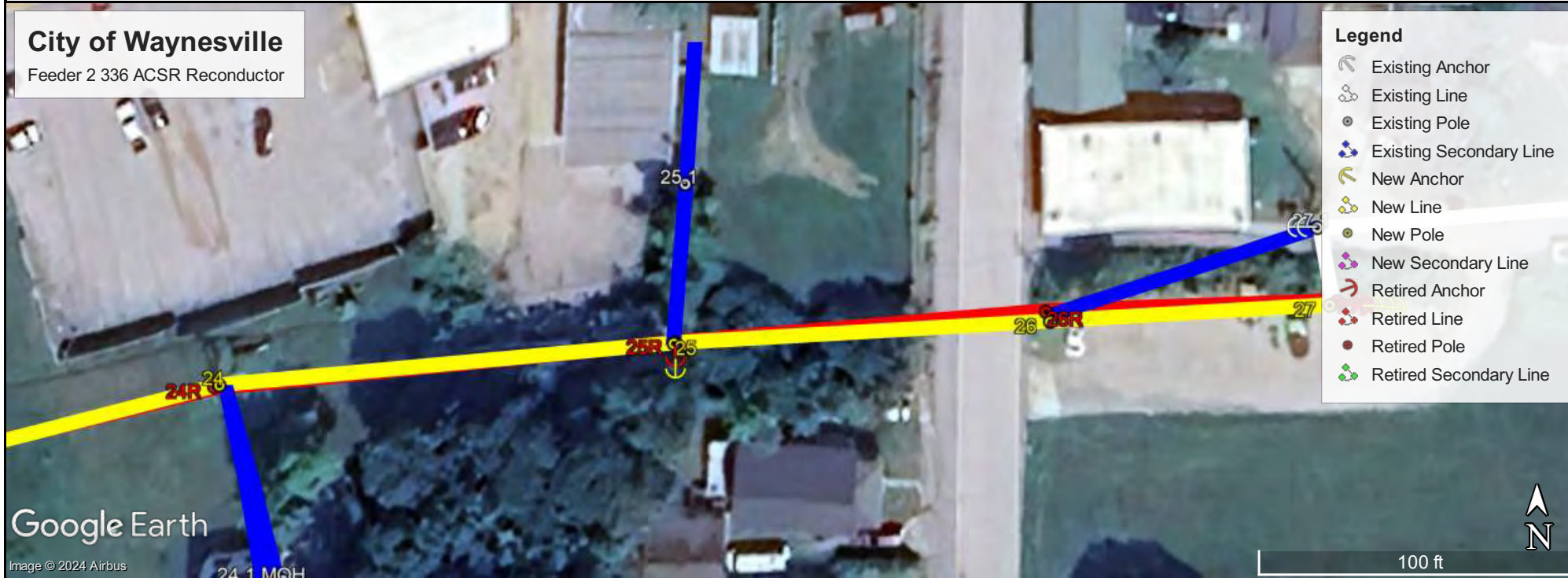
NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
24R	I	136	35-3	C2.21	UA1	UM5		G1.7-25							1	K1.3						CATV TAN & (2) TELE TAN	
			30-5(Push Pole)																				
24	N	134	40-2	C2.52L	UA1	UM5		G1.7-25							1	K1.3							
			30-4(Push Pole) 17' From base of pole				9'03'	RT															
														66	1	K3.1				1/0 TPX			
24.1MOH	Ex		No Change	1/0 TPX																			
														67	1	K3.1				1/0 TPX			
24.2MOH	Ex		No Change	1/0 TPX																			
25	N	153	40-3	C2.24L	1°57'	RT		G2.1-(25)(15)	H1.1	1	E1.1L	15		F1.4S		1	K1.3					TPX will hold angle weight.	

City of Waynesville Staking Sheet

City of Waynesville

City of Waynesville

Feeder 2 336 ACSR Reconductor



Legend

- Existing Anchor
- Existing Line
- Existing Pole
- Existing Secondary Line
- New Anchor
- New Line
- New Pole
- New Secondary Line
- Retired Anchor
- Retired Line
- Retired Pole
- Retired Secondary Line

STAKED BY: Dow Clayton

PRI 3Ø WIRE 4 SIZE 336

KIND ACSR

RULING SPAN 180

DESIGN TENSION 2,000 lbs

COMMENTS:

Google Earth

Image © 2024 Airbus

24.1 MGH

100 ft

NO.	CONS TYPE	PRI. BACK SPAN	POLES H & C MISC.	PRI. UNIT MISC	PRI. UNIT MISC	PRI. UNIT MISC	LINE ANGLE	TRANS G	GR	GUY				ANC. F	SECONDARY			FIBER		SEC OR SER WIRE SIZE	METER		YARD LIGHT
										NO.	UNIT E	LEAD	LINK		SPAN SEC	UNIT		QTY	TYPE		LOOP	SIZE	
																NO.	J/K						
25R	I	155	35-5	C1.11			G2.1-(25)(15)		H1.1	1	E1.1	15										CATV TAN & (4) TELE DE & SPOOL	
25.1	Ex													52	3	K1.3			(2)1/0 TPX			M26-5	
	N													1					(2)1/0 TPX				
26R	Ex	121	35-6	C6.31	A1.011				H1.1					93	1	K1.1		#6 DPX(From 27.1)			(2)CATV TAN	M26-5	
	I	121	35-6	C6.31	A1.011				H1.1					1	1	K1.1		#6 DPX(From 27.1)			REUSE		
26	N	123	40-3	C2.24L					H1.1						1	K1.3						REUSE	

AN ORDINANCE CHANGING ZONING CLASSIFICATION FOR CERTAIN REAL ESTATE FROM C-2 (COMMERCIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) FOR PROPERTY LOCATED AT 1904 HISTORIC ROUTE 66 WEST 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 Makiko Knotts 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 August 13th, 2024 regarding 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 recommendations submitted by the Planning and Zoning Commission following the said public hearing; 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 is hereby changed from its present classification of Commercial (C-2) to the new classification of Multi-Family Residential (R-3).

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 15th, DAY OF AUGUST, 2024.

Sean A. Wilson, Mayor

ATTEST:

Michele Brown, City Clerk



REZONING REQUEST APPLICATION

All public hearings for rezoning must be published in a newspaper of general circulation within the City of Waynesville no less than fifteen (15) days prior to the date of the meeting. All applications must be submitted within enough time to meet publishing deadlines.

Date: 24 Jun 2024 **PROPERTY LOCATION:** 1904 Historic 66W Waynesville

1. APPLICANT INFORMATION

Name: Makelwa Kuttu Phone: 5655 573-774- Homeowner: Yes No

Address: 1571 E Ernest APT 202 City, State, Zip Code: Springfield MO 65804

Applicant's Legal Interest in the Property:
To Re zone in order to meet terms of contract to sell property

2. OWNER INFORMATION (If not the same as Applicant)

NAME: (Last, First Middle Initial) Deed Reference:

Address: Date Property Acquired:

3. PROPERTY INFORMATION

Tax Map Number: ACCT NO 05-08531.001 Parcel Number: 11-8.0-34-001-001-001,001

Area (square feet or acres): .13 ACRE Current Land Use Classification: COMMERCIAL

4. ZONING REQUEST INFORMATION

Existing Zone: Commercial Requested Zone: R-3

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

Changing from raw land to developed R-3 housing.
Provide up scale affordable housing comparable to Liberty Park Apartments in St.

5. 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. Locate the subject property on the map in the Land Use Office and write down the entire parcel number. Be sure to write down the map number, section number, and individual parcel number, in that order (example: 10-8.0-27-000-001-007.000).
2. Go to the Pulaski County Assessor's Office at 301 Historic Rt. 66 East, Ste. 117, show the attendant the parcel number, and ask the attendant to look up the owner's names, parcel numbers, and addresses for the lots within 185 feet on all sides of the property, or show you how to find the information on land records.
3. Write down the name(s) of the owners of each of the adjacent lots within 185 feet, the parcel number of the lot, and the owner's entire address below. If no address is listed, make a note to that affect.

Pulaski County, MO

Property Report Card

Parcel Number: 118034001003023000

Account Number: 0508560000

Owner Name: FREE WOMEN'S CENTER OF PULASKI COUNTY

Property Address: 2009 HISTORIC RT 66

Owner Address: 704 W HISTORIC 66

Owner City: WAYNESVILLE

Owner State/Zip: MO 65583-0000

Acres: 1.00

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 202103434

Date Acquire: 5/27/2021 12:00:00 AM

Legal Description: PT NW NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001003022000

Account Number: 0508559000

Owner Name: FIRST FREE WILL BAPTIST CHURCH

Property Address:

Owner Address:

Owner City: WAYNESVILLE

Owner State/Zip: MO 65583-0000

Acres: 0.00

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 9207171

Date Acquire: 12/1/1992 12:00:00 AM

Legal Description: PT NW NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001003020000

Account Number: 0508557000

Owner Name: BALES CONSTRUCTION CO INC

Property Address: 1901 HISTORIC RTE 66

Owner Address: 1901 HISTORIC RT 66 W

Owner City: WAYNESVILLE

Owner State/Zip: MO 65583-0000

Acres: 1.84

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 9102255

Date Acquire: 9/1/1991 12:00:00 AM

Legal Description: PT N2 NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001003018001

Account Number: 0508556001

Owner Name: BALES CONSTRUCTION INC

Property Address: 1901 HISTORIC RTE 66

Owner Address: 1901 HIST RT 66 W

Owner City: WAYNESVILLE

Owner State/Zip: MO 65583-0000

Acres: 0.26

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 20094512

Date Acquire: 7/9/2009 12:00:00 AM

Legal Description: PT NW NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001003017000

Account Number: 0508555000

Owner Name: GOOD SAMARITAN RESOURCE CENTER OF PULASKI COUNTY

Property Address:

Owner Address: PO BOX 4177

Owner City: WAYNESVILLE

Owner State/Zip: MO 65583-0000

Acres: 0.00

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 20093634+

Date Acquire: 6/10/2009 12:00:00 AM

Legal Description: PT NW NE4 PT NE NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001001001001

Account Number: 0508531001

Owner Name: KNOTTS MAKIKO TRUSTEE

Property Address:

Owner Address: 1571 E ERIE ST APT #202

Owner City: SPRINGFIELD

Owner State/Zip: MO 65804-0000

Acres: 0.13

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 20064297

Date Acquire: 6/1/2006 12:00:00 AM

Legal Description: PT NW NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118027000000010006

Account Number: 0508326003

Owner Name: KNOTTS MAKIKO TRUSTEE

Property Address: 1904 HISTORIC RTE 66

Owner Address: 1571 E ERIE ST APT #202

Owner City: SPRINGFIELD

Owner State/Zip: MO 65804-0000

Acres: 2.78

Section: 27

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 20064297

Date Acquire: 6/1/2006 12:00:00 AM

Legal Description: PT SW SE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001001003000

Account Number: 0508533000

Owner Name: MAXWELL MAMONA R

Property Address: 2006 HISTORIC 66 W

Owner Address: 2006 HISTORIC 66 W

Owner City: WAYNESVILLE

Owner State/Zip: MO 65583-0000

Acres: 1.50

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 20053752

Date Acquire: 5/1/2005 12:00:00 AM

Legal Description: PT NW NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001001002000

Account Number: 0508532000

Owner Name: PEBWORTH JEFFREY & JULIE

Property Address: 2004 HISTORIC RTE 66

Owner Address: 28500 HIGHLIFE LN

Owner City: RICHLAND

Owner State/Zip: MO 65556-8198

Acres: 0.92

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 202305445

Date Acquire: 11/17/2023 12:00:00 AM

Legal Description: PT NW NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118027000000009000

Account Number: 0508324000

Owner Name: LAND RUTH E TRUST

Property Address: 1808 HISTORIC RTE 66

Owner Address: 1808 CITY RT I-44 W

Owner City: WAYNESVILLE

Owner State/Zip: MO 65583-0000

Acres: 42.00

Section: 27

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 9404591

Date Acquire: 9/1/1994 12:00:00 AM

Legal Description: PT E2 SE4

Pulaski County, MO

Property Report Card

Parcel Number: 118027000000010003

Account Number: 0508328000

Owner Name: BROOKVIEW APTS OF WAYNESVILLE PHASE III

Property Address:

Owner Address: 230 S BEMISTON AVE STE 1015

Owner City: CLAYTON

Owner State/Zip: MO 63105-1955

Acres: 5.79

Section: 27

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 358/421+

Date Acquire: 11/5/2009 12:00:00 AM

Legal Description: PT SW SE4

Pulaski County, MO

Property Report Card

Parcel Number: 118034001001001000

Account Number: 0508531000

Owner Name: TIMBER RIDGE BUILDERS INC

Property Address:

Owner Address: 4964 BETHEL ST

Owner City: COLUMBIA

Owner State/Zip: MO 65203-0000

Acres: 0.25

Section: 34

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 200510624

Date Acquire: 12/1/2005 12:00:00 AM

Legal Description: PT NW NE4

Pulaski County, MO

Property Report Card

Parcel Number: 118027000000010123

Account Number: 0508326120

Owner Name: DAVIS CARY ROSS & EDNALYN CERENO

Property Address: 184 SETTLERS PASS

Owner Address: 98 ELLIS ST

Owner City: FT LEONARD WD

Owner State/Zip: MO 65473-1108

Acres: 0.34

Section: 27

Township: 36

Range: 12

School: WAYNESVILLE

Deed Book Page: 201703977

Date Acquire: 8/18/2017 12:00:00 AM

Legal Description: LOT 117 PIONEER RIDGE SUBDIVISION PHASE 4

NOTICE OF PUBLIC HEARING

A PUBLIC HEARING before the Planning and Zoning Commission of the City of Waynesville, Missouri is scheduled to be held at 5:30 p.m., Tuesday, August 13, 2024, in the Council Chambers at City Hall, 100 Tremont Center.

The purpose of this hearing is to consider a Rezoning Request from C-1 (Commercial) to R-3 (Residential-Multi Family) for the property located at 1904 Historic 66, Waynesville, MO 65583.

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 request to be presented to City Council.

Nathan Carmon
City of Waynesville
Building Official
Building2@waynesvillemo.org

2x3.5
#29 & #3-
7-17-24
7-24-24

\$49.00 per week

Need an affidavit of
publication.

Please mail to :

City of Waynesville
100 Tremont Center
Waynesville MO 65583

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR OF THE CITY OF WAYNESVILLE TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND APTEGY, INC., CONCERNING THE CITY'S WEBSITE; FIXING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Waynesville received information from Apptegy, Inc., concerning potential upgrades to the City's website and platforms used to communicate with its citizens; and

WHEREAS, after careful review of service provided and the ease at which information can be dispersed over several platforms, the City Council wishes to enter into an Agreement with Apptegy, Inc., for these upgrades.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MISSOURI 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", an agreement with Apptegy, Inc., incorporated herein, and attached hereto, by specific reference.

Section 2. The City Administrator is also authorized to execute this Agreement and other documents necessary to facilitate the agreement in the absence or unavailability of the Mayor.

Section 3. That all ordinances or parts of ordinances therefore enacted which are in conflict are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI ON THIS 15th DAY OF AUGUST, 2024.

Sean A. Wilson, Mayor

ATTEST:

Michele Brown, City Clerk



Powering Your Online Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2022 we've partnered with more than 2,500 clients in all 50 states to build their website, custom mobile app, and notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your city's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our clients. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.



I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.



All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!





Scope & Deliverables

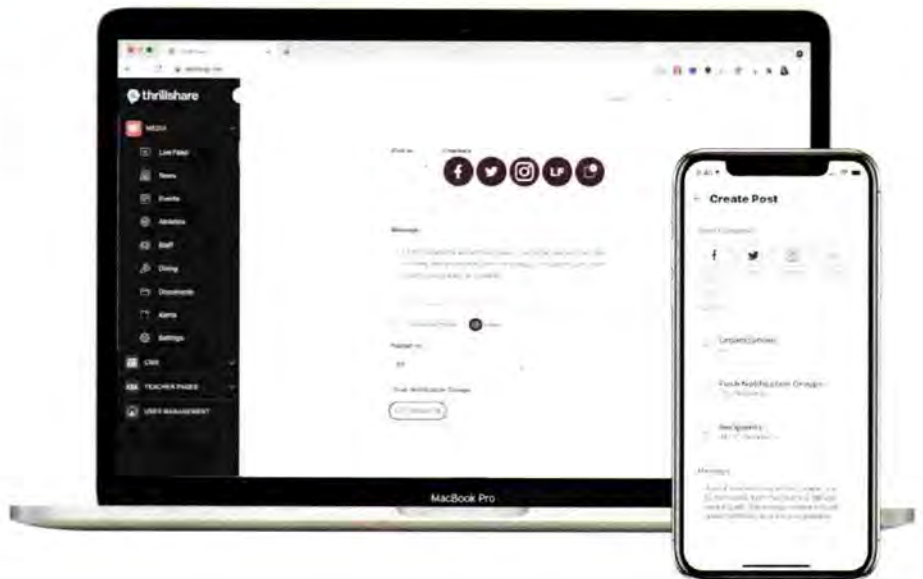
At Apptegy, we've developed the first publishing platform for school districts and municipalities, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Publishing Platform

From the beginning, Thrillshare was designed to contain all of your communication channels in one place.

Built specifically for school districts and municipalities, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and notification system. Keeping information up-to-date is **as easy as it gets**, from the staff directory to your calendar and news.



Mobile Apps

We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. A user experience that delights community members means they will continue to come back to the app for meaningful information.



Websites

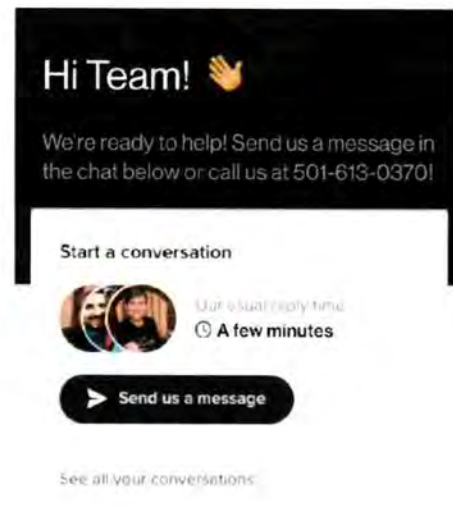
We will work with you to understand how you want your city's brand to come across by creating a new website. This gives you the opportunity to showcase what makes your city unique, while also allowing users to easily access information about your city. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for your team.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



Response Time

Our average response time is 60 seconds, and most requests for support are closed within 30 minutes. Here are some ways to reach us:

- Live Chat (online)
- Phone
- Email

I. Estimated Transition Timeline

Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



II. Order Form

Client Name: City Of Waynesville, MO

Address: 601 Historic 66 West, Waynesville

Email: mayor@waynesvillemo.org

Missouri 65583

Phone: 15737746171

Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps for the Municipality *Billed one-time	\$9,500	1	\$9,500
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~5700 population *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term(see Terms for more info)	\$6,570	1	\$6,570
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0



III. Payment Schedule


Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$16,070.00
Billed after signature	\$9,500 (one time development)
60 Days from signature ("Client Start Date")	\$6,570 (annual)
One year from Client Start Date	\$6,570 (annual, if renewed)

*Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "Agreement") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client

Apptegy, Inc.

By:  _____
Sean Wilson

By: 
2024-01-06 11:07:06 (UTC)

Name: Sean Wilson

Name: Joseph Wren

Title: Mayor

Title: Sales Representative

Date:



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly addressed in the Client Addendum, and this Agreement will control and govern with respect to all other matters. If you do not have a separate Client Addendum, this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or addition to the terms and conditions of this Agreement must be set out in a separate addendum confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**").

Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including, sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations, unless Client is a tax exempt entity. Client agrees to provide Apptegy with tax exemption certificate(s) or other proof of tax exempt status upon request.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed Agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed Agreement from Client.

The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Appropriations. Client's obligations under this Agreement for any year after the initial term year are contingent upon funds being appropriated or otherwise made available for the Services. If funds are not appropriated or otherwise made available for the Services, this Agreement will terminate at the end of the then-current term year and Client will be relieved of subsequent obligations under this Agreement. However, Client agrees to use its best efforts to have the amounts contemplated under this Agreement included in its budget.

6. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, assignment, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

7. Carrier Restrictions. Apptegy provides text, voice, email, and other messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, “**Carriers**”). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

8. TCPA/CTIA Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing communications sent via the Services by Client and Users under Client’s account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended (“**TCPA**”), and the requirements and policies of CTIA – The Wireless Association (“**CTIA**”). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client’s compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client’s account, including the TCPA and/or the CTIA.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client’s website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended (“**ADA**”), and the requirements and policies of Web Content Accessibility Guidelines (“**WCAG**”).

Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on a Facebook or other social account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Public Records. Apptegy agrees that confidentiality or non-disclosure terms of this Agreement are subject to the freedom of information, open disclosure, and/or other government transparency laws (“**Public Records**” laws) of Client’s jurisdiction. Such Public Records laws are incorporated into this Agreement. Apptegy agrees to use reasonable efforts to assist Client in responding to Public Records requests received by Client; for example, by providing Client with a copy of any records maintained by Apptegy that are subject to a request. If Client receives a Public Records request concerning Apptegy: (i) before responding to the request, Client will notify Apptegy with sufficient time for Apptegy to explain whether any information is exempt from disclosure under Public Records law; and (ii) Apptegy will redact any exempt information and provide Client with redacted copies of applicable records.

14. Data Practices. Apptegy maintains comprehensive privacy and security practices and policies. They include industry-accepted administrative, technical, and physical security controls that promote the availability, integrity, and confidentiality of our Services and Client data in our care. Further, Apptegy implements industry-accepted safeguards to protect Client data from loss and unauthorized use and disclosure. Apptegy collects and uses Client information, on behalf of and under the control of the Client, only to provide and improve our Services in accordance with our Privacy Policy and applicable law. Our Privacy Policy details the information we collect from Clients, how we collect and store it, how we use it, and the Client’s rights and choices with respect to Client information. Please see the Privacy Policy for more information.

15. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

16. Insurance. Apptegy will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers sufficient to cover the performance of the Services. Upon request, Apptegy will provide applicable certificate(s) of insurance.

17. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; and then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

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City of Waynesville Cash Flow Sheet

Security Bank Pulaski County

As of 7/31/2024

TOTAL CASH IN BANK

\$6,337,373.83

Name & Acct Type	Account #	GL#	BALANCE
Consolidated Checking (restricted)	806	100-10-1045	\$269,212.76
		200-20-1045	
		300-30-1045	
		500-50-1045	
		600-60-1045	
		700-70-1045	
		800-80-1045	
General	849	100-10-1030	\$276,012.44
		200-20-1030	
		200-20-1034	
		200-20-1036	
		300-30-1030	
		300-30-1032	
Utility	822	500-50-1030	\$1,805,976.95
		600-60-1030	
		700-70-1030	
		800-80-1030	
Meter (restricted)	792	500-50-1035	\$923,139.58
Park Acquisition (restricted)	566	200-20-1028	\$32,918.56
General Savings	919	100-10-1010	\$1,400,805.47
Utility Savings	214	500-50-1001	\$853,645.74
American Rescue Plan Funds	801	100-10-1052	\$775,662.33
General Certificate of Deposit		100-10-1100	\$0.00
TOTAL RESTRICTED			\$2,000,933.23
TOTAL SAVINGS/RESERVES			\$2,254,451.21
TOTAL CD's			\$0.00
TOTAL UNRESTRICTED- AVAILABLE FUNDS			\$2,081,989.39
PREPARED BY:	Amber Box, Finance Officer		

ONE-LINER BUDGET SUMMARY
JULY 2024

DEPARTMENT	2024 BUDGET	MTD	YTD	UNREALIZED	PERCENT
REVENUES					
CITY HALL	\$ 3,634,593.76	\$ 193,033.13	\$ 2,335,502.16	\$ 1,299,091.60	64%
POLICE	\$ 107,000.00	\$ 7,358.50	\$ 62,639.03	\$ 44,360.97	59%
STREETS & TRANSPORTATION	\$ 2,317,000.00	\$ 94,871.83	\$ 978,285.32	\$ 1,338,714.68	42%
AIRPORT	\$ 1,651,000.00	\$ 101,363.61	\$ 864,873.04	\$ 786,126.96	52%
BUILDING DEPT	\$ 449,500.00	\$ 25,990.69	\$ 293,278.26	\$ 156,221.74	65%
ANIMAL SHELTER	\$ 171,000.00	\$ 33,533.58	\$ 110,212.83	\$ 60,787.17	64%
DISPATCH	\$ 303,500.00	\$ 21,875.00	\$ 171,961.66	\$ 131,538.34	57%
C. I. D.	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	0%
PARK	\$ 610,500.00	\$ 55,515.64	\$ 389,101.98	\$ 221,398.02	64%
ELECTRIC	\$ 7,834,000.00	\$ 706,457.50	\$ 4,630,028.05	\$ 3,203,971.95	59%
WATER	\$ 1,397,500.00	\$ 111,816.15	\$ 782,032.28	\$ 615,467.72	56%
SEWER	\$ 1,508,000.00	\$ 131,116.40	\$ 934,297.82	\$ 573,702.18	62%
GARBAGE	\$ 565,000.00	\$ 55,195.58	\$ 374,101.24	\$ 190,898.76	66%
NATURAL GAS	\$ 1,646,000.00	\$ 61,917.77	\$ 1,150,961.04	\$ 495,038.96	70%
TOTAL REVENUES	\$ 22,254,593.76	\$ 1,600,045.38	\$ 13,077,274.71	\$ 9,177,319.05	59%
EXPENSES					
CITY HALL	\$ 2,383,100.00	\$ 108,713.13	\$ 1,494,012.03	\$ 889,087.97	63%
POLICE	\$ 1,220,200.00	\$ 103,515.42	\$ 734,566.01	\$ 485,633.99	60%
COURT	\$ 126,450.00	\$ 9,554.89	\$ 73,066.22	\$ 53,383.78	58%
STREET	\$ 2,082,900.00	\$ 61,062.43	\$ 838,772.44	\$ 1,244,127.56	40%
AIRPORT	\$ 1,761,800.00	\$ 50,584.77	\$ 1,041,005.44	\$ 720,794.56	59%
FIRE PROTECTION	\$ 278,000.00	\$ 57,060.18	\$ 222,746.56	\$ 55,253.44	80%
BUILDING DEPT	\$ 391,275.00	\$ 29,408.40	\$ 214,315.11	\$ 176,959.89	55%
ANIMAL SHELTER	\$ 481,100.00	\$ 38,472.36	\$ 282,468.31	\$ 198,631.69	59%
DISPATCH	\$ 370,500.00	\$ 43,077.68	\$ 220,970.28	\$ 149,529.72	60%
PARK	\$ 425,000.00	\$ 38,404.05	\$ 233,589.50	\$ 191,410.50	55%
SPORTS PROGRAM	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	0%
ELECTRIC	\$ 7,735,650.00	\$ 614,962.49	\$ 4,812,899.95	\$ 2,922,750.05	62%
WATER	\$ 1,261,550.00	\$ 128,365.10	\$ 805,744.23	\$ 455,805.77	64%
SEWER	\$ 943,100.00	\$ 60,232.67	\$ 503,060.99	\$ 440,039.01	53%
PLANT	\$ 602,600.00	\$ 24,160.91	\$ 278,123.93	\$ 324,476.07	46%
GARBAGE	\$ 508,500.00	\$ 4,788.78	\$ 348,713.65	\$ 159,786.35	69%
NATURAL GAS	\$ 1,639,400.00	\$ 85,652.41	\$ 1,063,678.15	\$ 575,721.85	65%
TOTAL EXPENSES	\$ 22,241,125.00	\$ 1,458,015.67	\$ 13,167,732.80	\$ 9,073,392.20	59%
Total Revenue Year to Date		(+)	\$ 13,077,274.71	OUTSTANDING REVENUE	
Total Expense Year to Date		(-)	\$ 13,167,732.80	AIRPORT/SPORTS	
Net Revenue Over or (Under)			\$ (90,458.09)	COP REIMB.	
Total outstanding revenue for Grants & Draws (Pending)		(+)	\$ 55,656.00	GRANT REIMB. \$ 55,656.00	
OVER/(LOSS) REVENUES OVER EXPENSES YTD			\$ (34,802.09)	ARPA REIMB.	
PREPARED BY:	Amber Box, Finance Officer				

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	58.3% DIFFERENCE
GENERAL FUND						
CITY HALL DEPARTMENT						
100-11-4011	TAXES PD FROM CO	475,000.00	2,581.50	246,847.63	51.97	228,152.37
100-11-4021	GRANT INCOME	1,000.00		1,075.31	107.53	75.31-
100-11-4026	GROSS RECEIPTS BUS. TAX	45,000.00	6,697.43	30,445.57	67.66	14,554.43
100-11-4034	SALES TAX	650,000.00	64,697.23	438,020.67	67.39	211,979.33
100-11-4035	ADMIN RECAPTURE FEE - SEWER	44,040.00	3,670.00	31,582.04	71.71	12,457.96
100-11-4036	DEPT TRANSFER FROM SEWER	102,760.00	8,563.33	73,691.42	71.71	29,068.58
100-11-4037	ADMIN RECAPTURE FEE ELEC	234,270.00	19,522.50	179,809.34	76.75	54,460.66
100-11-4038	DEPT TRANSFERS FROM ELECTRIC	546,630.00	45,552.50	419,555.14	76.75	127,074.86
100-11-4039	ADMIN RECAPTURE FEE - GAS	49,200.00	4,100.00	29,351.09	59.66	19,848.91
100-11-4040	DEPT TRANSFERS FROM WATER	109,725.00	9,143.75	64,310.23	58.61	45,414.77
100-11-4041	ADMIN RECAPTURE - WATER	47,025.00	3,918.75	27,561.52	58.61	19,463.48
100-11-4042	CEMETERY LOT SALES	2,000.00		1,800.00	90.00	200.00
100-11-4045	DEPT TRANSFER FROM GAS	114,800.00	9,566.67	68,485.91	59.66	46,314.09
100-11-4048	LAND SALES	250,000.00				250,000.00
100-11-4049	ADDITIONAL FEES	10,000.00	91.68	1,625.88	16.26	8,374.12
100-11-4050	MERCHANT LICENSE	20,000.00	175.00	20,454.50	102.27	454.50-
100-11-4051	ABATEMENTS	1,000.00				1,000.00
100-11-4052	ADMIN RECAPTURE FEE - TRASH	16,950.00	1,412.50	11,556.35	68.18	5,393.65
100-11-4053	DEPT TRANSFER - TRASH	39,550.00	3,295.83	26,964.81	68.18	12,585.19
100-11-4510	INTEREST INCOME	45,000.00	6,254.57	41,317.96	91.82	3,682.04
100-11-4845	STREET RECAPTURE	500.00		2,500.00	500.00	2,000.00-
100-11-4919	OTC RENTAL LEASE	406,643.76		342,884.38	84.32	63,759.38
100-11-4920	MISCELLANEOUS INCOME	5,000.00	453.00	16,482.53	329.65	11,482.53-
100-11-4921	MISC-RENTALS	12,500.00	880.00	8,800.00	70.40	3,700.00
100-11-4931	AMERICAN RESCUE PLAN	15,000.00	2,456.89	15,278.58	101.86	278.58-
100-11-4932	PROCEEDS FROM ARPA FUND	85,000.00				85,000.00
100-11-4950	SUBDIVISION IMP. PROGRAM	306,000.00		235,101.30	76.83	70,898.70
	CITY HALL TOTAL	3,634,593.76	193,033.13	2,335,502.16	64.26	1,299,091.60
POLICE DEPARTMENT						
100-12-4410	POLICE FINES	75,000.00	7,308.50	42,115.78	56.15	32,884.22
100-12-4920	MISCELLANEOUS INCOME	7,000.00	50.00	4,383.00	62.61	2,617.00
100-12-4930	PROCEEDS FROM GRANT	25,000.00		16,140.25	64.56	8,859.75
	POLICE TOTAL	107,000.00	7,358.50	62,639.03	58.54	44,360.97
STREET DEPARTMENT						
100-14-4021	GRANT INCOME	500,000.00				500,000.00
100-14-4022	DEPARTMENT TRANSFERS IN	185,000.00	15,416.66	107,916.62	58.33	77,083.38
100-14-4028	GAS TAX	160,000.00	17,564.61	114,090.39	71.31	45,909.61
100-14-4030	MOTOR VEHICLE TAX	70,000.00	7,145.36	47,178.10	67.40	22,821.90
100-14-4043	CITY USE TAX	400,000.00	26,725.49	263,154.64	65.79	136,845.36
100-14-4510	TRANSPORTATION TAX INCOME	280,000.00	28,019.64	198,470.42	70.88	81,529.58
100-14-4920	MISCELLANEOUS INCOME		.07	.07		.07-

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	58.3% DIFFERENCE
100-14-4930	PROCEEDS FROM LOANS	400,000.00				400,000.00
100-14-4950	SUBDIVISION IMP. PROGRAM	322,000.00		247,475.08	76.86	74,524.92
	STREET TOTAL	2,317,000.00	94,871.83	978,285.32	42.22	1,338,714.68
AIRPORT DEPARTMENT						
100-16-4058	INCOME FROM ST. ROBERT	74,000.00	74,132.22	74,132.22	100.18	132.22-
100-16-4060	FUEL SALES	350,000.00	26,631.39	221,759.39	63.36	128,240.61
100-16-4061	PETROLEUM PRODUCTS	2,000.00		1,456.22	72.81	543.78
100-16-4920	MISCELLANEOUS INCOME	10,000.00		2,684.91	26.85	7,315.09
100-16-4930	PROCEEDS FROM GRANT	1,200,000.00		557,940.30	46.50	642,059.70
100-16-4963	HANGER RENTAL FEES	15,000.00	600.00	6,900.00	46.00	8,100.00
	AIRPORT TOTAL	1,651,000.00	101,363.61	864,873.04	52.38	786,126.96
BUILDING DEPARTMENT						
100-18-4320	BUILDING PERMITS	50,000.00	2,240.70	39,285.05	78.57	10,714.95
100-18-4321	DEPARTMENT TRANSFERS IN	285,000.00	23,749.99	166,249.93	58.33	118,750.07
100-18-4920	MISCELLANEOUS INCOME	1,500.00		1,127.00	75.13	373.00
100-18-4950	SUBDIVISION IMP. PROGRAM	113,000.00		86,616.28	76.65	26,383.72
	BUILDING TOTAL	449,500.00	25,990.69	293,278.26	65.25	156,221.74
ANIMAL SHELTER DEPARTMENT						
100-19-4410	ANIMAL SHELTER FINES	1,000.00				1,000.00
100-19-4910	ANIMAL SHELTER FEES	30,000.00	3,507.00	9,690.00	32.30	20,310.00
100-19-4911	ANIMAL SHELTER-ST. ROBERT/FLW	115,000.00	29,439.58	95,845.83	83.34	19,154.17
100-19-4920	ANIMAL SHELTER-DONATIONS	20,000.00	515.00	4,605.00	23.03	15,395.00
100-19-4921	ANIMAL SHELTER FUNDRAISERS		72.00	72.00		72.00-
100-19-4930	PROCEEDS FROM GRANT	5,000.00				5,000.00
	ANIMAL SHELTER TOTAL	171,000.00	33,533.58	110,212.83	64.45	60,787.17
DISPATCH DEPARTMENT						
100-25-4022	IGA - CITY OF RICHLAND	22,000.00		4,996.66	22.71	17,003.34
100-25-4031	FUNDS FROM POLICE DEPT	100,000.00	8,333.33	58,333.31	58.33	41,666.69
100-25-4032	FUNDS FROM STREET	25,000.00	2,083.33	14,583.31	58.33	10,416.69
100-25-4033	FUNDS FROM ANIMAL SHELTER	12,500.00	1,041.67	7,291.69	58.33	5,208.31
100-25-4034	FUNDS FROM ELECTRIC	50,000.00	4,166.67	29,166.69	58.33	20,833.31
100-25-4035	FUNDS FROM WATER	37,500.00	3,125.00	21,875.00	58.33	15,625.00
100-25-4036	FUNDS FROM SEWER	12,500.00	1,041.67	7,291.69	58.33	5,208.31
100-25-4037	FUNDS FROM NATURAL GAS	25,000.00	2,083.33	14,583.31	58.33	10,416.69
100-25-4041	PROCEEDS FROM GRANT	5,000.00				5,000.00
100-25-4044	SOFTWARE/LICENSING - RICHLAND	14,000.00		13,840.00	98.86	160.00
	DISPATCH TOTAL	303,500.00	21,875.00	171,961.66	56.66	131,538.34
TRANSFERS DEPARTMENT						

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 7/2024, FISCAL TOTAL BUDGET	7/2024 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	58.3% DIFFERENCE
	TOTAL REVENUE	8,633,593.76	478,026.34	4,816,752.30	55.79	3,816,841.46
	CITY HALL DEPARTMENT					
100-11-6010	SALARIES	650,000.00	47,788.72	420,226.40	64.65	229,773.60
100-11-6020	PAYROLL TAXES	52,000.00	3,603.56	31,641.55	60.85	20,358.45
100-11-6030	HEALTH INSURANCE	105,600.00	9,114.72	62,600.49	59.28	42,999.51
100-11-6040	LAGERS	134,550.00	9,605.16	74,528.39	55.39	60,021.61
100-11-6050	UNEMPLOYMENT WAGES	3,000.00				3,000.00
100-11-6070	UNIFORMS	3,300.00		3,300.00	100.00	
100-11-6120	SHARED SUPPLIES	18,000.00	394.71	9,683.05	53.79	8,316.95
100-11-6140	SCHOOL CHANNEL 12 SUPPORT	7,500.00		2,249.47	29.99	5,250.53
100-11-6170	PRINTING & PUBLICATION	1,000.00	29.00	596.17	59.62	403.83
100-11-6182	MAINTENANCE & OPERATIONS	9,000.00	96.05	1,142.34	12.69	7,857.66
100-11-6210	LEGAL FEES	25,000.00	3,481.00	3,481.00	13.92	21,519.00
100-11-6211	CITY ATTORNEY FEES	40,000.00		20,572.50	51.43	19,427.50
100-11-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
100-11-6240	ELECTION EXPENSE	3,000.00		1,578.54	52.62	1,421.46
100-11-6260	DUES & MEMBERSHIPS	38,200.00		25,198.57	65.96	13,001.43
100-11-6270	CHAMBER OF COMMERCE	3,000.00	937.50	2,444.03	81.47	555.97
100-11-6305	ECONOMIC DEVELOPMENT	85,000.00	13,642.32	70,359.23	82.78	14,640.77
100-11-6310	INSURANCE	80,000.00	428.00	67,692.19	84.62	12,307.81
100-11-6320	TRAINING/TRAVEL/MILEAGE	8,000.00	1,368.44	4,253.10	53.16	3,746.90
100-11-6330	RECORDING FEE	5,000.00		3,054.00	61.08	1,946.00
100-11-6370	EMPLOYEE PROGRAMS	1,000.00		146.35	14.64	853.65
100-11-6510	UTILITIES	1,200.00	154.63	923.81	76.98	276.19
100-11-6520	PHONE/FAX/INTERNET	16,000.00	1,182.75	8,172.70	51.08	7,827.30
100-11-6560	COPY MACHINE	1,750.00	62.31	525.70	30.04	1,224.30
100-11-6630	CONTRACT WORK	45,000.00	3,158.96	26,028.06	57.84	18,971.94
100-11-6710	GAS, OIL & TIRES	2,000.00	64.61	310.69	15.53	1,689.31
100-11-6800	MISCELLANEOUS	20,000.00	1,233.94	14,892.51	74.46	5,107.49
100-11-6805	CONTINGENCY FUND	25,000.00				25,000.00
100-11-6810	LEASE PAYMENTS	772,000.00	3,796.94	548,331.48	71.03	223,668.52
100-11-6820	MAYOR & CITY COUNCIL EXPENSES	18,000.00	1,738.00	10,514.43	58.41	7,485.57
100-11-6830	FIXED ASSETS	15,000.00		10,820.54	72.14	4,179.46
100-11-6835	OFFICE EQUIPMENT	8,000.00		164.85	2.06	7,835.15
100-11-6836	IT EXPENSES	45,000.00	6,760.38	34,782.00	77.29	10,218.00
100-11-6935	CODIFICATION	3,500.00		495.00	14.14	3,005.00
100-11-6950	POSTAGE	1,000.00	71.43	485.27	48.53	514.73
100-11-7000	DRUG TESTING	500.00		109.20	21.84	390.80
100-11-7001	AMERICAN RESCUE PLAN	85,000.00		30,922.70	36.38	54,077.30
100-11-7021	FUNDS TO RESERVES	50,000.00				50,000.00
	CITY HALL TOTAL	2,383,100.00	108,713.13	1,494,012.03	62.69	889,087.97
	POLICE DEPARTMENT					
100-12-6010	SALARIES	600,000.00	51,969.13	351,286.83	58.55	248,713.17
100-12-6020	PAYROLL TAXES	48,000.00	3,942.71	26,664.09	55.55	21,335.91
100-12-6030	HEALTH INSURANCE	110,000.00	7,451.16	48,438.23	44.03	61,561.77
100-12-6040	LAGERS	108,000.00	8,952.22	62,777.60	58.13	45,222.40

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	7/2024, FISCAL	7/2024	PCT OF FISCAL YTD	FISCAL YTD	58.3%
		TOTAL	BUDGET	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
100-12-6120	SUPPLIES	3,000.00		152.75	2,133.98	71.13	866.02
100-12-6170	PRINTING & PUBLICATION	1,200.00		1,915.90	2,447.39	203.95	1,247.39-
100-12-6182	MAINTENANCE & OPERATIONS	5,000.00		3,315.51	4,643.45	92.87	356.55
100-12-6210	LEGAL	5,000.00					5,000.00
100-12-6220	AUDIT EXPENSE	2,000.00			1,785.72	89.29	214.28
100-12-6260	DUES & MEMBERSHIPS	1,000.00			528.57	52.86	471.43
100-12-6310	INSURANCE	44,000.00			32,169.83	73.11	11,830.17
100-12-6320	TRAINING/TRAVEL/MILEAGE	7,500.00		895.96	3,938.97	52.52	3,561.03
100-12-6370	EMPLOYEE PROGRAMS	1,000.00			164.04	16.40	835.96
100-12-6440	MOTOR EQUIPMENT M & R	13,500.00		373.73	9,875.31	73.15	3,624.69
100-12-6520	PHONE/FAX/INTERNET	7,000.00		608.24	4,198.17	59.97	2,801.83
100-12-6540	AMMUNITION	5,000.00					5,000.00
100-12-6550	UNIFORMS & EQUIPMENT	12,000.00		350.26	9,402.09	78.35	2,597.91
100-12-6560	COPY MACHINE	2,500.00		79.16	1,723.76	68.95	776.24
100-12-6630	CONTRACT WORK	15,000.00		5,036.00	14,016.20	93.44	983.80
100-12-6710	GAS, OIL & TIRES	35,000.00		2,290.15	26,312.48	75.18	8,687.52
100-12-6800	MISCELLANEOUS EXPENSE	3,000.00			291.66	9.72	2,708.34
100-12-6810	LEASE PAYMENTS	75,000.00		4,899.28	49,883.38	66.51	25,116.62
100-12-6830	FIXED ASSET	10,000.00			6,256.04	62.56	3,743.96
100-12-6835	OFFICE EQUIPMENT	2,000.00			172.22	8.61	1,827.78
100-12-6880	K-9 EXPENSES	3,500.00		208.50	1,499.48	42.84	2,000.52
100-12-6925	DISPATCH & COMMUNICATIONS	100,000.00		11,003.33	73,463.69	73.46	26,536.31
100-12-6950	POSTAGE	500.00		71.43	438.83	87.77	61.17
100-12-7000	DRUG TESTING	500.00			54.00	10.80	446.00
	POLICE TOTAL	1,220,200.00		103,515.42	734,566.01	60.20	485,633.99
COURT DEPARTMENT							
100-13-6010	SALARIES	58,000.00		4,419.20	33,144.00	57.14	24,856.00
100-13-6020	PAYROLL TAXES	4,700.00		338.08	2,535.60	53.95	2,164.40
100-13-6030	HEALTH INSURANCE	11,000.00		880.62	5,571.88	50.65	5,428.12
100-13-6040	LAGERS	12,000.00		919.19	7,243.45	60.36	4,756.55
100-13-6120	SHARED SUPPLIES	500.00			100.91	20.18	399.09
100-13-6130	OFFICE SUPPLIES	500.00			133.28	26.66	366.72
100-13-6182	MAINTENANCE & OPERATIONS	100.00		95.52	403.74	403.74	303.74-
100-13-6220	AUDIT EXPENSE	2,000.00			1,785.72	89.29	214.28
100-13-6260	DUES & MEMBERSHIPS	300.00		226.60	405.17	135.06	105.17-
100-13-6320	TRAINING/TRAVEL/MILEAGE	1,100.00			831.25	75.57	268.75
100-13-6370	EMPLOYEE PROGRAMS	500.00			132.05	26.41	367.95
100-13-6420	EQUIPMENT M & R	200.00					200.00
100-13-6560	COPY MACHINE	900.00		62.25	525.63	58.40	374.37
100-13-6630	CONTRACT WORK	31,000.00		2,542.00	17,794.00	57.40	13,206.00
100-13-6800	MISCELLANEOUS	350.00					350.00
100-13-6830	FIXED ASSETS	2,500.00			2,046.54	81.86	453.46
100-13-6950	POSTAGE	700.00		71.43	413.00	59.00	287.00
100-13-7000	DRUG TESTING	100.00					100.00
	COURT TOTAL	126,450.00		9,554.89	73,066.22	57.78	53,383.78
STREET DEPARTMENT							
100-14-6010	SALARIES	180,000.00		11,222.40	100,574.57	55.87	79,425.43

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	PCT OF FISCAL YTD		58.3%
		7/2024	7/2024	YTD	PERCENT	
		TOTAL	PTD	BALANCE	DIFFERENCE	DIFFERENCE
		BUDGET	BALANCE	BALANCE		
100-14-6020	PAYROLL TAXES	11,700.00	843.81	7,567.82	64.68	4,132.18
100-14-6030	HEALTH INSURANCE	33,000.00	2,942.59	21,555.63	65.32	11,444.37
100-14-6040	LAGERS	35,200.00	1,997.47	18,998.99	53.97	16,201.01
100-14-6120	SUPPLIES	15,000.00	310.16	3,553.41	23.69	11,446.59
100-14-6121	STREET IMPROVE/MAINT/REPAIRS	220,000.00	434.54	3,489.97	1.59	216,510.03
100-14-6170	PRINTING & PUBLICATION			49.99		49.99-
100-14-6182	MAINTENANCE & OPERATIONS	15,000.00	2,928.70	9,002.08	60.01	5,997.92
100-14-6190	SIGNS	5,000.00	543.04	4,381.08	87.62	618.92
100-14-6191	SIDEWALK IMPROVE & REPAIR	10,000.00		123.00	1.23	9,877.00
100-14-6192	SIDEWALK GRANT	700,000.00		25,290.00	3.61	674,710.00
100-14-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
100-14-6280	ENGINEERING			766.75		766.75-
100-14-6310	INSURANCE	22,000.00		14,622.65	66.47	7,377.35
100-14-6320	TRAINING & TRAVEL	5,000.00		1,306.60	26.13	3,693.40
100-14-6370	EMPLOYEE PROGRAMS	1,000.00		132.05	13.21	867.95
100-14-6440	MOTOR EQUIPMENT M & R	85,000.00		66,452.30	78.18	18,547.70
100-14-6520	PHONE/FAX/INTERNET	600.00	44.40	310.80	51.80	289.20
100-14-6560	COPY MACHINE	1,000.00	62.25	525.63	52.56	474.37
100-14-6630	CONTRACT WORK	50,000.00				50,000.00
100-14-6710	GAS, OIL & TIRES	25,000.00	3,295.84	13,659.65	54.64	11,340.35
100-14-6720	TOOL EXPENSE	3,500.00		497.97	14.23	3,002.03
100-14-6800	MISCELLANEOUS EXPENSE	10,000.00	529.06	7,932.38	79.32	2,067.62
100-14-6810	LEASE PAYMENTS	153,000.00	1,726.45	132,239.33	86.43	20,760.67
100-14-6830	FIXED ASSETS	70,000.00		3,096.99	4.42	66,903.01
100-14-6850	UNIFORMS	2,500.00		2,032.03	81.28	467.97
100-14-6860	POSTAGE	500.00	71.43	393.72	78.74	106.28
100-14-6905	CHEMICALS	1,500.00	16.12	80.62	5.37	1,419.38
100-14-6911	FUNDS TO DISPATCH	25,000.00	2,083.33	14,583.31	58.33	10,416.69
100-14-7000	DRUG TESTING	400.00		54.00	13.50	346.00
100-14-7010	SUBDIVISION IMP. PROGRAM	400,000.00	32,010.84	383,713.40	95.93	16,286.60
	STREET TOTAL	2,082,900.00	61,062.43	838,772.44	40.27	1,244,127.56

AIRPORT DEPARTMENT

100-16-6010	SALARIES	145,000.00	8,673.60	61,894.57	42.69	83,105.43
100-16-6020	PAYROLL TAXES	11,600.00	648.15	4,627.25	39.89	6,972.75
100-16-6030	HEALTH INSURANCE	27,000.00	77.22	51.92-	.19-	27,051.92
100-16-6040	LAGERS	30,000.00	2,140.90	16,803.99	56.01	13,196.01
100-16-6120	SUPPLIES	8,000.00	460.83	1,869.28	23.37	6,130.72
100-16-6170	MARKETING PRINTING & PUBLIC.	80,000.00		75,325.85	94.16	4,674.15
100-16-6182	MAINTENANCE & OPERATIONS	30,000.00	1,261.14	13,005.97	43.35	16,994.03
100-16-6220	AUDIT EXPENSE	6,000.00		1,785.72	29.76	4,214.28
100-16-6260	DUES & MEMBERSHIPS	500.00		178.57	35.71	321.43
100-16-6270	LAND LEASE/BASE LEASE	7,000.00		4,550.00	65.00	2,450.00
100-16-6280	ENGINEERING	800,000.00		631,321.53	78.92	168,678.47
100-16-6310	INSURANCE	45,000.00		42,617.83	94.71	2,382.17
100-16-6320	TRAINING/TRAVEL/MILEAGE	2,500.00		4,136.13	165.45	1,636.13-
100-16-6370	EMPLOYEE PROGRAMS	1,000.00		132.05	13.21	867.95
100-16-6510	UTILITIES	15,000.00	1,500.00	6,000.00	40.00	9,000.00
100-16-6520	PHONE/FAX/INTERNET/CABLE	8,000.00	480.24	4,022.17	50.28	3,977.83

CITY OF WAYNESVILLE
 BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 7/2024, FISCAL TOTAL BUDGET	7/2024 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	58.3% DIFFERENCE
100-16-6560	COPY MACHINE	1,000.00	62.25	525.64	52.56	474.36
100-16-6630	CONTRACT WORK	150,000.00		3,780.00	2.52	146,220.00
100-16-6710	GAS, OIL & TIRES	8,500.00	712.77	3,940.96	46.36	4,559.04
100-16-6720	TOOLS	1,500.00		105.45	7.03	1,394.55
100-16-6730	PETROLEUM PROD INVENTORY	300,000.00	23,206.05	148,348.67	49.45	151,651.33
100-16-6800	MISCELLANEOUS	10,000.00	14.40	393.31	3.93	9,606.69
100-16-6810	LEASE PAYMENTS	32,000.00				32,000.00
100-16-6830	FIXED ASSETS	40,000.00	11,275.79	14,274.62	35.69	25,725.38
100-16-6850	UNIFORMS	1,500.00		900.00	60.00	600.00
100-16-6950	POSTAGE	500.00	71.43	413.00	82.60	87.00
100-16-7000	DRUG TESTING	200.00		104.80	52.40	95.20
	AIRPORT TOTAL	1,761,800.00	50,584.77	1,041,005.44	59.09	720,794.56
FIRE PROTECT DEPARTMENT						
100-17-6670	FIRE PROTECTION CONTRACT	228,000.00	56,808.19	170,424.57	74.75	57,575.43
100-17-6800	MISCELLANEOUS EXPENSE	50,000.00	251.99	52,321.99	104.64	2,321.99-
	FIRE PROTECT TOTAL	278,000.00	57,060.18	222,746.56	80.12	55,253.44
BUILDING DEPARTMENT						
100-18-6010	SALARIES	215,000.00	15,972.62	123,073.48	57.24	91,926.52
100-18-6020	PAYROLL TAXES	13,975.00	1,202.87	9,284.47	66.44	4,690.53
100-18-6030	HEALTH INSURANCE	39,600.00	3,159.48	19,506.86	49.26	20,093.14
100-18-6040	LAGERS	43,000.00	2,818.82	18,648.91	43.37	24,351.09
100-18-6120	SUPPLIES	1,500.00	133.94	554.19	36.95	945.81
100-18-6170	PRINTING & PUBLICATION	1,000.00	84.00	497.99	49.80	502.01
100-18-6182	MAINTENANCE & OPERATIONS	10,000.00	115.00	1,044.02	10.44	8,955.98
100-18-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
100-18-6260	DUES & MEMBERSHIP	2,000.00		178.57	8.93	1,821.43
100-18-6320	TRAINING/TRAVEL/MILEAGE	7,000.00	88.50	1,731.59	24.74	5,268.41
100-18-6370	EMPLOYEE PROGRAMS	1,000.00		132.05	13.21	867.95
100-18-6520	PHONE/FAX/INTERNET	1,000.00	141.35	753.54	75.35	246.46
100-18-6560	COPY MACHINE	1,000.00	62.25	525.64	52.56	474.36
100-18-6630	CONTRACT WORK	2,500.00				2,500.00
100-18-6710	GAS, OIL & TIRES	10,000.00	1,289.49	7,646.87	76.47	2,353.13
100-18-6720	TOOL EXPENSE	2,500.00		832.76	33.31	1,667.24
100-18-6800	MISCELLANEOUS	1,000.00	1,050.00	1,050.00	105.00	50.00-
100-18-6810	LEASE PAYMENT	24,000.00	3,218.65	22,765.90	94.86	1,234.10
100-18-6830	FIXED ASSETS	10,000.00		1,996.00	19.96	8,004.00
100-18-6850	UNIFORMS	2,500.00		1,758.95	70.36	741.05
100-18-6950	POSTAGE	500.00	71.43	413.00	82.60	87.00
100-18-7000	DRUG TESTING	200.00		134.60	67.30	65.40
	BUILDING TOTAL	391,275.00	29,408.40	214,315.11	54.77	176,959.89
ANIMAL SHELTER DEPARTMENT						
100-19-6010	SALARIES	210,000.00	20,523.93	145,373.37	69.23	64,626.63

CITY OF WAYNESVILLE
BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	7/2024	PCT OF FISCAL YTD		58.3%
		7/2024	TOTAL	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
100-19-6020	PAYROLL TAXES	16,800.00		1,546.46	10,966.95	65.28	5,833.05
100-19-6030	HEALTH INSURANCE	48,000.00		2,502.86	15,566.28	32.43	32,433.72
100-19-6040	LAGERS	35,000.00		1,947.66	17,868.99	51.05	17,131.01
100-19-6120	SUPPLIES	10,000.00		1,423.36	9,165.76	91.66	834.24
100-19-6170	PRINTING & PUBLICATION				49.99		49.99-
100-19-6182	MAINTENANCE & OPERATIONS	8,000.00		648.27	4,199.75	52.50	3,800.25
100-19-6220	AUDIT EXPENSE	2,000.00			1,785.72	89.29	214.28
100-19-6260	DUES & MEMBERSHIPS	1,000.00			561.99	56.20	438.01
100-19-6310	INSURANCE	4,000.00			2,924.53	73.11	1,075.47
100-19-6320	TRAINING & TRAVEL	2,000.00			2,937.89	146.89	937.89-
100-19-6370	EMPLOYEE PROGRAM	1,000.00			132.05	13.21	867.95
100-19-6520	PHONE, FAX & INTERNET	3,000.00		365.76	2,257.07	75.24	742.93
100-19-6550	UNIFORMS	2,500.00		434.00	2,322.59	92.90	177.41
100-19-6560	COPY MACHINE	1,500.00		62.25	525.64	35.04	974.36
100-19-6710	GAS, OIL & TIRES	3,500.00		323.06	2,941.67	84.05	558.33
100-19-6800	MISCELLANEOUS EXPENSE	2,000.00					2,000.00
100-19-6810	LEASE PAYMENTS	37,000.00		1,392.32	9,746.24	26.34	27,253.76
100-19-6830	FIXED ASSETS	20,000.00			2,046.54	10.23	17,953.46
100-19-6835	OFFICE EQUIPMENT	1,500.00			209.76	13.98	1,290.24
100-19-6850	MICROCHIPPING	5,000.00					5,000.00
100-19-6885	VET EXPENSES	35,000.00		5,538.23	30,161.62	86.18	4,838.38
100-19-6890	MEDICATIONS	15,000.00			10,866.21	72.44	4,133.79
100-19-6911	FUNDS TO DISPATCH	12,500.00		1,041.67	7,291.69	58.33	5,208.31
100-19-6950	POSTAGE	500.00		71.43	413.00	82.60	87.00
100-19-6951	MARKETING & PROMOTIONS	4,000.00		651.10	1,828.41	45.71	2,171.59
100-19-7000	DRUG FEES	300.00			324.60	108.20	24.60-
	ANIMAL SHELTER TOTAL	481,100.00		38,472.36	282,468.31	58.71	198,631.69
DISPATCH DEPARTMENT							
100-25-6010	SALARIES	180,000.00		22,750.71	106,812.59	59.34	73,187.41
100-25-6020	PAYROLL TAXES	13,000.00		1,722.93	8,094.49	62.27	4,905.51
100-25-6030	HEALTH INSURANCE	55,000.00		5,858.58	30,797.98	56.00	24,202.02
100-25-6040	LAGERS	30,000.00		2,139.29	11,221.52	37.41	18,778.48
100-25-6070	UNIFORMS	3,500.00			2,549.40	72.84	950.60
100-25-6120	SUPPLIES	2,500.00		79.21	883.83	35.35	1,616.17
100-25-6182	MAINT & OPERATIONS	6,000.00		3,602.57	6,417.51	106.96	417.51-
100-25-6220	AUDIT EXPENSE	1,750.00			1,785.72	102.04	35.72-
100-25-6260	DUES & MEMBERSHIPS	500.00			178.57	35.71	321.43
100-25-6310	INSURANCE	15,000.00			11,698.12	77.99	3,301.88
100-25-6320	TRAINING & TRAVEL	3,000.00			680.06	22.67	2,319.94
100-25-6370	EMPLOYEE PROGRAMS	1,000.00			132.05	13.21	867.95
100-25-6520	PHONE/FAX/INTERNET	5,000.00		419.74	2,951.02	59.02	2,048.98
100-25-6550	EQUIPMENT	20,000.00			13,885.82	69.43	6,114.18
100-25-6560	COPY MACHINE	3,500.00		62.24	3,184.13	90.98	315.87
100-25-6800	MISC. EXPENSE	1,000.00			38.85	3.89	961.15
100-25-6830	FIXED ASSETS	15,000.00			11,771.45	78.48	3,228.55
100-25-6835	OFFICE EQUIPMENT	6,000.00			414.98	6.92	5,585.02
100-25-6836	IT EXPENSES	2,000.00		6,338.00	6,459.07	322.95	4,459.07-
100-25-6950	POSTAGE	1,000.00		71.41	412.92	41.29	587.08

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 7/2024, FISCAL TOTAL BUDGET	7/2024 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	58.3% DIFFERENCE
100-25-6951	GRANT EXPENSE	5,000.00				5,000.00
100-25-7000	DRUG TESTING	750.00	33.00	600.20	80.03	149.80
	DISPATCH TOTAL	<u>370,500.00</u>	<u>43,077.68</u>	<u>220,970.28</u>	<u>59.64</u>	<u>149,529.72</u>
TRANSFERS DEPARTMENT						
	TOTAL EXPENSES	9,095,325.00	501,449.26	5,121,922.40	56.31	3,973,402.60
C. I. D. FUND						
CITY HALL DEPARTMENT						
150-11-4012	CID REIMBURSEMENT	60,000.00				60,000.00
	CITY HALL TOTAL	<u>60,000.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>60,000.00</u>
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	60,000.00	.00	.00	.00	60,000.00
PARK FUND						
PARK DEPARTMENT						
200-21-4201	PARKS & RECREATION TAX	150,000.00	14,009.68	99,234.54	66.16	50,765.46
200-21-4202	CAPITAL IMPROVEMENT TAX	350,000.00	32,348.65	219,010.56	62.57	130,989.44
200-21-4203	PAVILION RENTAL	8,000.00	702.50	4,917.50	61.47	3,082.50
200-21-4215	RV PARK INCOME	70,000.00	8,021.00	44,186.00	63.12	25,814.00
200-21-4320	PARK ACQ. PERMIT FEE	5,000.00	250.00	3,350.00	67.00	1,650.00
200-21-4400	PARK FESTIVALS INCOME	15,000.00		16,325.00	108.83	1,325.00-
200-21-4510	INTEREST INCOME	500.00	103.81	598.38	119.68	98.38-
200-21-4920	MISCELLANEOUS INCOME	2,000.00	80.00	1,480.00	74.00	520.00
200-21-4940	GRANT INCOME	10,000.00				10,000.00
	PARK TOTAL	<u>610,500.00</u>	<u>55,515.64</u>	<u>389,101.98</u>	<u>63.73</u>	<u>221,398.02</u>
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	610,500.00	55,515.64	389,101.98	63.73	221,398.02
PARK DEPARTMENT						
200-21-6010	SALARIES	160,000.00	17,691.45	110,079.97	68.80	49,920.03
200-21-6020	PAYROLL TAXES	11,000.00	1,335.67	8,296.90	75.43	2,703.10
200-21-6030	HEALTH INSURANCE	38,000.00	3,145.48	21,425.90	56.38	16,574.10
200-21-6040	LAGERS EXPENSE	27,500.00	2,508.68	16,710.07	60.76	10,789.93
200-21-6050	UNEMPLOYMENT WAGES			1,603.44		1,603.44-

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	7/2024, FISCAL	7/2024	PCT OF FISCAL YTD 58.3%	
		TOTAL	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
200-21-6120	SUPPLIES	7,000.00	205.45	5,183.16	74.05	1,816.84
200-21-6170	PRINTING & PUBLICATION			49.99		49.99-
200-21-6182	MAINTENANCE & OPERATIONS	25,000.00	7,298.13	27,837.12	111.35	2,837.12-
200-21-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
200-21-6260	DUES & MEMBERSHIP			178.57		178.57-
200-21-6280	ENGINEERING			766.75		766.75-
200-21-6310	INSURANCE	9,000.00		5,849.06	64.99	3,150.94
200-21-6320	TRAINING/TRAVEL/MILEAGE	4,000.00	565.00	2,293.61	57.34	1,706.39
200-21-6370	EMPLOYEE PROGRAMS	1,000.00		132.05	13.21	867.95
200-21-6400	PARK FESTIVALS EXPENSE	15,000.00	2,229.00	3,809.68	25.40	11,190.32
200-21-6520	PHONE/FAX/INTERNET	2,500.00	354.30	2,480.10	99.20	19.90
200-21-6630	CONTRACT LABOR	2,500.00				2,500.00
200-21-6710	GAS, OIL & TIRES	6,000.00	797.97	4,402.99	73.38	1,597.01
200-21-6720	TOOL EXPENSE	2,000.00		1,048.75	52.44	951.25
200-21-6800	MISCELLANEOUS EXPENSE	6,000.00	577.77-	1,750.48	29.17	4,249.52
200-21-6810	LEASE PAYMENTS	12,000.00	1,700.69	12,061.77	100.51	61.77-
200-21-6820	RV PARK REFUNDS	1,000.00	1,150.00	1,150.00	115.00	150.00-
200-21-6830	CAP IMPROVEMENTS/FIXED ASSETS	50,000.00		2,046.54	4.09	47,953.46
200-21-6831	PARK BOARD PROJECTS	38,000.00				38,000.00
200-21-6850	UNIFORMS	3,000.00		1,046.88	34.90	1,953.12
200-21-7000	DRUG TESTING	500.00		270.00	54.00	230.00
200-21-7020	PORTA POT RENTAL	2,000.00		1,330.00	66.50	670.00
	PARK TOTAL	425,000.00	38,404.05	233,589.50	54.96	191,410.50
YOUTH SPORTS DEPARTMENT						
200-23-6000	YOUTH SPORTS CONTRACT	30,000.00				30,000.00
	YOUTH SPORTS TOTAL	30,000.00	.00	.00	.00	30,000.00
TRANSFERS DEPARTMENT						
	TOTAL EXPENSES	455,000.00	38,404.05	233,589.50	51.34	221,410.50
ELECTRIC FUND						
ELECTRIC DEPARTMENT						
500-51-4100	PENALTIES	70,000.00	8,897.48	56,191.75	80.27	13,808.25
500-51-4120	RECONNECT	10,000.00	375.00	7,837.75	78.38	2,162.25
500-51-4130	POLE RENTAL	13,000.00		7,570.00	58.23	5,430.00
500-51-4510	INTEREST INCOME	70,000.00	9,080.89	56,670.20	80.96	13,329.80
500-51-4810	NEW ELECTRIC SERVICE	50,000.00	450.00	43,965.00	87.93	6,035.00
500-51-4820	UTILITY BILLS-ELECTRIC	7,600,000.00	687,604.13	4,398,423.89	57.87	3,201,576.11
500-51-4920	MISCELLANEOUS INCOME	5,000.00	50.00	46,995.70	939.91	41,995.70-
500-51-4950	SUBDIVISION IMP. PROGRAM	16,000.00		12,373.76	77.34	3,626.24
	ELECTRIC TOTAL	7,834,000.00	706,457.50	4,630,028.05	59.10	3,203,971.95
TRANSFERS DEPARTMENT						

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 7/2024, FISCAL TOTAL BUDGET	7/2024 PTD BALANCE	PCT OF FISCAL YTD PERCENT DIFFERENCE	58.3% DIFFERENCE	
	TOTAL REVENUE	7,834,000.00	706,457.50	4,630,028.05	59.10	3,203,971.95
	ELECTRIC DEPARTMENT					
500-51-6010	SALARIES	325,000.00	27,325.00	191,616.65	58.96	133,383.35
500-51-6020	PAYROLL TAXES	22,750.00	2,081.53	14,604.48	64.20	8,145.52
500-51-6030	HEALTH INSURANCE	58,300.00	5,300.18	36,196.61	62.09	22,103.39
500-51-6040	LAGERS EXPENSE	60,000.00	5,059.83	36,563.44	60.94	23,436.56
500-51-6120	SUPPLIES	1,500.00		678.40	45.23	821.60
500-51-6170	PRINTING & PUBLICATION			49.99		49.99-
500-51-6180	PLANT EXT.-MATERIAL	250,000.00	38,431.31	199,867.22	79.95	50,132.78
500-51-6182	MAINTENANCE & OPERATIONS	75,000.00	14,246.98	26,641.48	35.52	48,358.52
500-51-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
500-51-6260	DUES & MEMBERSHIPS	2,500.00		1,909.57	76.38	590.43
500-51-6280	ENGINEERING	30,000.00	13,985.72	30,077.97	100.26	77.97-
500-51-6310	INSURANCE	77,000.00		52,641.54	68.37	24,358.46
500-51-6320	TRAINING/TRAVEL/MILEAGE	15,000.00	365.90	12,017.67	80.12	2,982.33
500-51-6370	EMPLOYEE PROGRAMS	1,000.00		132.06	13.21	867.94
500-51-6510	UTILITIES	1,200.00	118.36	571.96	47.66	628.04
500-51-6520	PHONE/FAX/INTERNET	1,500.00	144.43	1,010.95	67.40	489.05
500-51-6550	EQUIPMENT RENTAL	1,000.00				1,000.00
500-51-6560	COPY MACHINE	2,000.00	70.15	584.31	29.22	1,415.69
500-51-6630	CONTRACT WORK	150,000.00		1,836.22	1.22	148,163.78
500-51-6710	GAS, OIL & TIRES	15,000.00	662.71	4,531.96	30.21	10,468.04
500-51-6720	TOOL EXPENSE	10,000.00	79.00	2,585.21	25.85	7,414.79
500-51-6800	MISCELLANEOUS	35,000.00	1,480.82	36,413.10	104.04	1,413.10-
500-51-6805	CONTINGENCY FUND	30,000.00		22,014.01	73.38	7,985.99
500-51-6810	LEASE PAYMENTS	440,000.00	7,108.20	223,185.91	50.72	216,814.09
500-51-6830	FIXED ASSETS	150,000.00		127,971.54	85.31	22,028.46
500-51-6850	UNIFORMS	7,500.00	749.00	4,920.29	65.60	2,579.71
500-51-6900	ELECTRICITY PURCHASED	4,900,000.00	412,314.77	3,017,730.17	61.59	1,882,269.83
500-51-6901	ACCTS RECEIVABLE BAD DEBT	10,000.00	533.71-	7,836.53	78.37	2,163.47
500-51-6910	ADMIN RECAPTURE FEE	235,020.00	19,522.50	179,809.34	76.51	55,210.66
500-51-6911	FUNDS TO DISPATCH	50,000.00	4,166.67	29,166.69	58.33	20,833.31
500-51-6915	FUNDS TO GENERAL	548,380.00	45,552.50	419,555.14	76.51	128,824.86
500-51-6930	FUNDS TO STRT & BUILDING DEPTS	170,000.00	14,583.33	102,083.31	60.05	67,916.69
500-51-6950	POSTAGE	4,000.00	71.43	2,895.40	72.39	1,104.60
500-51-6980	COLLECTION EXPENSE	2,000.00	78.08	861.48	43.07	1,138.52
500-51-6990	PCB SAMPLING	1,500.00		1,291.00	86.07	209.00
500-51-7000	DRUG TESTING	500.00	148.50	381.70	76.34	118.30
500-51-7001	ONE CALL FEES	1,000.00	103.95	702.00	70.20	298.00
500-51-7010	SUBDIVISION IMP. PROGRAM	25,000.00	1,745.35	20,178.93	80.72	4,821.07
500-51-7021	FUNDS TO RESERVES	25,000.00				25,000.00
	ELECTRIC TOTAL	7,735,650.00	614,962.49	4,812,899.95	62.22	2,922,750.05
	TRANSFERS DEPARTMENT					
	TOTAL EXPENSES	7,735,650.00	614,962.49	4,812,899.95	62.22	2,922,750.05

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
WATER / SEWER FUND FUND						
WATER DEPARTMENT						
600-61-4100	PENALTIES	12,500.00	1,663.61	9,465.38	75.72	3,034.62
600-61-4120	RECONNECT	4,000.00	205.50	2,710.50	67.76	1,289.50
600-61-4810	NEW WATER SERVICE	20,000.00	150.00	10,925.00	54.63	9,075.00
600-61-4830	UTILITY BILLS-WATER	1,300,000.00	109,627.04	729,835.53	56.14	570,164.47
600-61-4920	MISCELLANEOUS INCOME	45,000.00	170.00	16,722.11	37.16	28,277.89
600-61-4950	SUBDIVISION IMP. PROGRAM	16,000.00		12,373.76	77.34	3,626.24
	WATER TOTAL	1,397,500.00	111,816.15	782,032.28	55.96	615,467.72
WASTEWATER DEPARTMENT						
600-62-4100	PENALTIES	12,000.00	1,778.91	10,195.13	84.96	1,804.87
600-62-4810	NEW SEWER SERVICE	15,000.00	150.00	10,350.00	69.00	4,650.00
600-62-4840	UTILITY BILLS-SEWER	1,100,000.00	98,186.82	655,325.06	59.58	444,674.94
600-62-4910	PULASKI SEWER DISTRICT	300,000.00	30,700.67	244,505.36	81.50	55,494.64
600-62-4920	MISCELLANEOUS INCOME	35,000.00	300.00	1,548.51	4.42	33,451.49
600-62-4930	PROCEED FROM LOAN	30,000.00				30,000.00
600-62-4950	SUBDIVISION IMP. PROGRAM	16,000.00		12,373.76	77.34	3,626.24
	WASTEWATER TOTAL	1,508,000.00	131,116.40	934,297.82	61.96	573,702.18
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	2,905,500.00	242,932.55	1,716,330.10	59.07	1,189,169.90
WATER DEPARTMENT						
600-61-6010	SALARIES	90,000.00	10,085.22	62,961.65	69.96	27,038.35
600-61-6020	PAYROLL TAXES	7,000.00	758.74	4,662.20	66.60	2,337.80
600-61-6030	HEALTH INSURANCE	27,500.00	1,423.24	10,416.22	37.88	17,083.78
600-61-6040	LAGERS EXPENSE	16,800.00	2,529.18	14,011.96	83.40	2,788.04
600-61-6120	SUPPLIES	2,500.00		146.76	5.87	2,353.24
600-61-6170	PRINTING & PUBLICATION	500.00		112.99	22.60	387.01
600-61-6180	PLANT EXTENSION-WATER	30,000.00				30,000.00
600-61-6182	MAINTENANCE & OPERATIONS	120,000.00	20,464.05	89,202.26	74.34	30,797.74
600-61-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
600-61-6260	DUES & MEMBERSHIPS	2,500.00		1,943.57	77.74	556.43
600-61-6280	ENGINEERING	10,000.00		10,251.25	102.51	251.25-
600-61-6310	INSURANCE	44,000.00		32,169.83	73.11	11,830.17
600-61-6320	TRAINING/TRAVEL/MILEAGE	6,000.00	177.00	2,133.10	35.55	3,866.90
600-61-6370	EMPLOYEE PROGRAMS	1,000.00		132.05	13.21	867.95
600-61-6440	MOTOR EQUIPMENT M & R			342.53		342.53-
600-61-6480	STREET REPAIRS	50,000.00		37,912.00	75.82	12,088.00
600-61-6510	UTILITIES	35,000.00	3,317.00	20,731.52	59.23	14,268.48
600-61-6520	PHONE/FAX/INTERNET	1,000.00	45.45	311.85	31.19	688.15
600-61-6550	EQUIPMENT RENTAL	5,000.00				5,000.00

CITY OF WAYNESVILLE
 BUDGET REPORT
 CALENDAR 7/2024, FISCAL 7/2024

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	58.3% DIFFERENCE
600-61-6560	COPY MACHINE	2,500.00	70.15	2,065.98	82.64	434.02
600-61-6630	CONTRACT WORK	15,000.00		13,761.22	91.74	1,238.78
600-61-6710	GAS, OIL & TIRES	12,000.00	736.67	4,942.94	41.19	7,057.06
600-61-6720	TOOL EXPENSE	2,000.00		346.27	17.31	1,653.73
600-61-6800	MISCELLANEOUS EXPENSE	20,000.00	325.00	18,613.62	93.07	1,386.38
600-61-6805	CONTINGENCY FUND	10,000.00		1,050.47	10.50	8,949.53
600-61-6810	LEASE PAYMENTS	385,000.00	1,893.66	213,310.64	55.41	171,689.36
600-61-6830	FIXED ASSETS	30,000.00		2,609.04	8.70	27,390.96
600-61-6850	UNIFORMS	1,500.00	26.14	870.80	58.05	629.20
600-61-6901	ACCTS RECEIVABLE BAD DEBT	7,000.00	231.90	3,358.35	47.98	3,641.65
600-61-6905	CHEMICALS	2,000.00				2,000.00
600-61-6910	ADMIN RECAPTURE FEE W	41,925.00	3,918.75	27,561.52	65.74	14,363.48
600-61-6911	FUNDS TO DISPATCH	36,000.00	3,125.00	21,875.00	60.76	14,125.00
600-61-6915	FUNDS TO GENERAL	97,825.00	9,143.75	64,310.23	65.74	33,514.77
600-61-6930	FUNDS TO STRT & BUILDING DEPTS	90,000.00	7,916.66	55,416.62	61.57	34,583.38
600-61-6950	POSTAGE	4,000.00	71.43	2,877.00	71.93	1,123.00
600-61-6980	COLLECTION EXPENSE	2,000.00	78.07	861.46	43.07	1,138.54
600-61-7000	DRUG TESTING	500.00		109.20	21.84	390.80
600-61-7001	ONE CALL FEE	1,500.00	103.95	702.00	46.80	798.00
600-61-7010	SUBDIVISION IMP. PROGRAM	30,000.00	61,924.09	81,874.41	272.91	51,874.41
600-61-7021	FUNDS TO RESERVES	20,000.00				20,000.00
	WATER TOTAL	1,261,550.00	128,365.10	805,744.23	63.87	455,805.77

WASTEWATER DEPARTMENT

600-62-6010	SALARIES	70,000.00	6,192.97	39,643.74	56.63	30,356.26
600-62-6020	PAYROLL TAXES	5,000.00	468.94	2,983.31	59.67	2,016.69
600-62-6030	HEALTH INSURANCE	14,000.00	1,373.24	9,114.91	65.11	4,885.09
600-62-6040	LAGERS EXPENSE	14,000.00	546.13	6,028.99	43.06	7,971.01
600-62-6120	SUPPLIES	1,500.00		141.07	9.40	1,358.93
600-62-6170	PRINTING & PUBLICATION	100.00		49.99	49.99	50.01
600-62-6180	PLANT EXTENSION-W/W	100,000.00				100,000.00
600-62-6182	MAINTENANCE & OPERATIONS	50,000.00	3,632.49	16,278.41	32.56	33,721.59
600-62-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
600-62-6260	DUES & MEMBERSHIPS	2,500.00		1,908.57	76.34	591.43
600-62-6280	ENGINEERING	10,000.00		766.75	7.67	9,233.25
600-62-6310	INSURANCE	44,000.00		32,169.83	73.11	11,830.17
600-62-6320	TRAINING & TRAVEL	6,000.00		1,115.80	18.60	4,884.20
600-62-6370	EMPLOYEE PROGRAMS	1,000.00		132.05	13.21	867.95
600-62-6440	MOTOR EQUIPMENT REPAIRS			342.53		342.53
600-62-6480	STREET REPAIRS	1,500.00				1,500.00
600-62-6510	UTILITIES-SEWER	1,200.00	164.00	663.22	55.27	536.78
600-62-6550	EQUIPMENT RENTAL	1,000.00				1,000.00
600-62-6560	COPY MACHINE	4,000.00	70.15	3,285.13	82.13	714.87
600-62-6630	CONTRACT WORK	2,500.00		1,836.22	73.45	663.78
600-62-6710	GAS, OIL & TIRES	7,500.00	736.67	4,662.34	62.16	2,837.66
600-62-6720	TOOL EXPENSE	1,000.00		346.26	34.63	653.74
600-62-6800	MISCELLANEOUS EXPENSE	2,000.00	300.00	600.00	30.00	1,400.00
600-62-6805	CONTINGENCY	5,000.00		1,050.47	21.01	3,949.53
600-62-6810	LEASE PAYMENTS	261,000.00	3,504.34	156,330.71	59.90	104,669.29

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT DIFFERENCE	58.3% DIFFERENCE
600-62-6830	FIXED ASSETS	30,000.00		21,822.86	72.74	8,177.14
600-62-6850	UNIFORMS	1,000.00	26.14	874.48	87.45	125.52
600-62-6910	ADMIN RECAPTURE FEE SEWER	45,240.00	3,670.00	31,582.04	69.81	13,657.96
600-62-6911	FUNDS TO DISPATCH	12,000.00	1,041.67	7,291.69	60.76	4,708.31
600-62-6915	FUNDS TO GENERAL	105,560.00	8,563.33	73,691.42	69.81	31,868.58
600-62-6930	FUNDS TO STRT & BUILDING DEPTS	90,000.00	7,916.66	55,416.62	61.57	34,583.38
600-62-6950	POSTAGE	3,500.00	71.43	2,877.00	82.20	623.00
600-62-6990	PCSD FEES	7,500.00		4,763.32	63.51	2,736.68
600-62-7000	DRUG TESTING	500.00	54.00	108.60	21.72	391.40
600-62-7001	ONE CALL FEES	1,000.00				1,000.00
600-62-7010	SUBDIVISION IMP. PROGRAM	30,000.00	21,900.51	23,396.94	77.99	6,603.06
600-62-7021	FUNDS TO RESERVES	10,000.00				10,000.00
	WASTEWATER TOTAL	943,100.00	60,232.67	503,060.99	53.34	440,039.01
PLANT DEPARTMENT						
600-63-6010	SALARIES	155,000.00	7,208.01	67,836.64	43.77	87,163.36
600-63-6020	PAYROLL TAXES	12,000.00	546.02	5,129.51	42.75	6,870.49
600-63-6030	HEALTH INSURANCE	25,000.00	1,670.24	12,160.46	48.64	12,839.54
600-63-6040	LAGERS EXPENSE	31,000.00	1,335.53	15,132.20	48.81	15,867.80
600-63-6120	SUPPLIES	2,000.00	32.64	897.39	44.87	1,102.61
600-63-6170	PRINTING & PUBLICATIONS	250.00				250.00
600-63-6180	PLANT EXTENSION-MATERIAL	1,000.00				1,000.00
600-63-6182	MAINTENANCE & OPERATIONS	35,000.00	741.54	20,739.61	59.26	14,260.39
600-63-6220	AUDIT EXPENSE	2,000.00		1,785.72	89.29	214.28
600-63-6260	DUES & MEMBERSHIPS	750.00		248.57	33.14	501.43
600-63-6280	ENGINEERING	5,000.00		766.75	15.34	4,233.25
600-63-6320	TRAINING/TRAVEL/MILEAGE	3,000.00		809.17	26.97	2,190.83
600-63-6370	EMPLOYEE PROGRAM	1,000.00		132.05	13.21	867.95
600-63-6520	PHONE/FAX/INTERNET	1,200.00	111.95	739.22	61.60	460.78
600-63-6560	COPY MACHINE	2,500.00	62.25	2,007.29	80.29	492.71
600-63-6710	GAS, OIL & TIRES	4,000.00	129.22	1,337.33	33.43	2,662.67
600-63-6720	TOOL EXPENSE	1,000.00		596.76	59.68	403.24
600-63-6800	MISCELLANEOUS EXPENSE	500.00				500.00
600-63-6810	LEASE PAYMENTS	255,700.00	9,876.65	137,772.62	53.88	117,927.38
600-63-6830	FIXED ASSETS	50,000.00		1,996.00	3.99	48,004.00
600-63-6850	UNIFORMS	1,500.00	26.15	968.02	64.53	531.98
600-63-6930	LAB EQUIPMENT	1,000.00				1,000.00
600-63-6950	POSTAGE	4,000.00	71.43	2,877.00	71.93	1,123.00
600-63-7000	DRUG TESTING	200.00		148.50	74.25	51.50
600-63-7010	LAB TESTING	8,000.00	2,349.28	4,043.12	50.54	3,956.88
	PLANT TOTAL	602,600.00	24,160.91	278,123.93	46.15	324,476.07
TRANSFERS DEPARTMENT						
	TOTAL EXPENSES	2,807,250.00	212,758.68	1,586,929.15	56.53	1,220,320.85
TRASH FUND						
TRASH DEPARTMENT						
700-71-4850	GARBAGE INCOME	550,000.00	55,195.58	371,053.44	67.46	178,946.56

CALENDAR 7/2024, FISCAL 7/2024 PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	FISCAL PERCENT DIFFERENCE	YTD DIFFERENCE
700-71-4851	ROLL-OFF INCOME	15,000.00		3,047.80	20.32	11,952.20
	TRASH TOTAL	565,000.00	55,195.58	374,101.24	66.21	190,898.76
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	565,000.00	55,195.58	374,101.24	66.21	190,898.76
TRASH DEPARTMENT						
700-71-6875	GARBAGE CONTRACT EXPENSE	430,000.00		309,544.16	71.99	120,455.84
700-71-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00	80.45	648.33	32.42	1,351.67
700-71-6910	ADMIN RECAPTURE - TRASH	16,950.00	1,412.50	11,556.35	68.18	5,393.65
700-71-6915	FUNDS TO GENERAL	39,550.00	3,295.83	26,964.81	68.18	12,585.19
700-71-7021	FUNDS TO RESERVES	20,000.00				20,000.00
	TRASH TOTAL	508,500.00	4,788.78	348,713.65	68.58	159,786.35
TRANSFERS DEPARTMENT						
	TOTAL EXPENSES	508,500.00	4,788.78	348,713.65	68.58	159,786.35
NATURAL GAS FUND						
NATURAL GAS DEPARTMENT						
800-81-4100	PENALTIES	9,000.00	275.98	6,942.88	77.14	2,057.12
800-81-4120	RECONNECT	500.00	25.00	150.00	30.00	350.00
800-81-4810	NEW SERVICES	35,000.00	300.00	20,890.99	59.69	14,109.01
800-81-4860	NATURAL GAS REVENUES	1,300,000.00	51,301.36	934,936.28	71.92	365,063.72
800-81-4870	INCOME FROM RICHLAND	275,000.00	10,015.43	175,667.13	63.88	99,332.87
800-81-4920	MISECLLANEOUS INCOME	500.00				500.00
800-81-4930	PROCEEDS FROM LOAN	10,000.00				10,000.00
800-81-4950	SUBDIVISION IMP. PROGRAM	16,000.00		12,373.76	77.34	3,626.24
	NATURAL GAS TOTAL	1,646,000.00	61,917.77	1,150,961.04	69.92	495,038.96
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	1,646,000.00	61,917.77	1,150,961.04	69.92	495,038.96
NATURAL GAS DEPARTMENT						
800-81-6010	SALARIES	122,000.00	7,325.28	44,409.58	36.40	77,590.42
800-81-6020	PAYROLL TAXES	8,000.00	528.64	3,180.37	39.75	4,819.63
800-81-6030	HEALTH INSURANCE	22,000.00	1,986.70	11,973.37	54.42	10,026.63
800-81-6040	LAGERS	24,000.00	1,455.08	11,049.27	46.04	12,950.73
800-81-6120	SUPPLIES	1,500.00		208.08	13.87	1,291.92

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	7/2024	PCT OF FISCAL YTD		58.3%
		7/2024	TOTAL	PTD	YTD	PERCENT	
		BUDGET	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
800-81-6160	NATURAL GAS PURCHASE	900,000.00		41,536.81	649,705.69	72.19	250,294.31
800-81-6170	PRINTING & PUBLICATION	4,500.00			3,955.79	87.91	544.21
800-81-6180	PLANT - EXTENSION	3,000.00			1,430.06	47.67	1,569.94
800-81-6182	MAINTENANCE & OPERATIONS	25,000.00		2,067.76	7,248.53	28.99	17,751.47
800-81-6210	LEGAL	3,500.00					3,500.00
800-81-6220	AUDIT EXPENSE	2,000.00			1,785.64	89.28	214.36
800-81-6260	DUES & MEMBERSHIP	2,000.00		19.00	542.59	27.13	1,457.41
800-81-6280	ENGINEERING	12,000.00			766.75	6.39	11,233.25
800-81-6310	INSURANCE	12,500.00			8,773.59	70.19	3,726.41
800-81-6320	TRAINING/TRAVEL/MILEAGE	2,000.00		1,388.40	2,611.55	130.58	611.55-
800-81-6370	EMPLOYEE PROGRAM	1,000.00			131.99	13.20	868.01
800-81-6520	PHONE/FAX/INTERNET	800.00		91.88	643.13	80.39	156.87
800-81-6560	COPY MACHINE	2,000.00		70.13	584.22	29.21	1,415.78
800-81-6630	CONTRACT WORK	5,000.00		225.00	3,801.18	76.02	1,198.82
800-81-6710	GAS, OIL & TIRES	4,000.00		216.47	1,043.14	26.08	2,956.86
800-81-6720	TOOL EXPENSE	2,000.00		166.59	1,160.64	58.03	839.36
800-81-6800	MISCELLANEOUS EXPENSE	1,500.00		600.00	600.00	40.00	900.00
800-81-6805	CONTINGENCY FUND	20,000.00			1,050.47	5.25	18,949.53
800-81-6810	LEASE PAYMENTS	54,000.00		2,171.68	50,024.67	92.64	3,975.33
800-81-6830	FIXED ASSETS	80,000.00			57,331.33	71.66	22,668.67
800-81-6850	UNIFORMS	4,000.00		610.94	1,911.36	47.78	2,088.64
800-81-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00			1,107.24	55.36	892.76
800-81-6910	ADMIN RECAPTURE FEE GAS	49,380.00		4,100.00	29,351.09	59.44	20,028.91
800-81-6911	FUNDS TO DISPATCH	25,000.00		2,083.33	14,583.31	58.33	10,416.69
800-81-6915	FUNDS TO GENERAL	115,220.00		9,566.67	68,485.91	59.44	46,734.09
800-81-6930	FUNDS TO STRT & BUILDING DEPTS	100,000.00		8,750.00	61,250.00	61.25	38,750.00
800-81-6950	POSTAGE	6,000.00		71.43	2,951.62	49.19	3,048.38
800-81-6980	COLLECTION EXPENSE	2,000.00		78.07	861.45	43.07	1,138.55
800-81-7000	DRUG TESTING	500.00			124.00	24.80	376.00
800-81-7001	ONE CALL FEES	1,000.00		103.95	702.00	70.20	298.00
800-81-7010	SUBDIVISION IMP. PROGRAM	10,000.00		438.60	18,338.54	183.39	8,338.54-
800-81-7021	FUNDS TO RESERVES	10,000.00					10,000.00
	NATURAL GAS TOTAL	<u>1,639,400.00</u>		<u>85,652.41</u>	<u>1,063,678.15</u>	<u>64.88</u>	<u>575,721.85</u>
TRANSFERS DEPARTMENT							
	TOTAL EXPENSES	<u>1,639,400.00</u>		<u>85,652.41</u>	<u>1,063,678.15</u>	<u>64.88</u>	<u>575,721.85</u>
NID FUND							
	Report Total	<u>13,468.76</u>		<u>142,029.71</u>	<u>90,458.09-</u>	<u>671.61-</u>	<u>103,926.85</u>