

**WAYNESVILLE CITY COUNCIL
MEETING AGENDA
MAY 20, 2021
5:00P.M.**

**Call to Order
Roll Call**

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

**Invocation
Pledge of Allegiance**

2. CONSENT AGENDA

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

- a. Approval of the Agenda
- b. Approval of the Minutes
 - i. **April 15, 2021**
- c. Approval of Bills

3. CITIZENS COMMENTS

4. SPECIAL GUESTS – PRESENTATIONS

- a. **Business Spotlight – Rocky Top Pets**

5. BOARD – COMMISSION – LIAISON REPORTS

- a. **Park Board – Chairman Militti**
 - i. Report on May 13th, Meeting
- b. **Planning and Zoning – Councilman Davis**
 - i. Report on May 11th, Meeting

6. STANDING COMMITTEE REPORTS

- a. **Utility – Councilman Wilson**
 - i. Report on May 4th, Meeting
 - ii. **PROPOSED ORDINANCE – HB2021-21 – Approving a Operating Agreement and Facilities Use Agreement between the City and Sho-Me Power**
- b. **Economic Development Committee – Councilman Rice**
 - i. Report on May 4th, Meeting

- c. **Police Committee – Councilman**
 - i. Report on May 18th, Meeting
- d. **Roads and Grounds – Councilman Farnham**
 - i. Report on May 7th, Meeting
- e. **Finance and Human Resources Committee – Councilman Davis**
 - i. Report on May 13th, Meeting
 - ii. **PROPOSED ORDINANCE** - HB2021-18 - Approving Amendment to MoGAS Service Agreement
 - iii. **PROPOSED ORDINANCE** – HB2021-19 - Amending the Municipal Code Book Title I – Adopting 2021 Codification
 - iv. **PROPOSED RESOLUTION** – 2021-009 - Accepting Letter of Intent from Hylmen, LLC for Purchase of Speculative Building
 - iii. **PROPOSED ORDINANCE** – HB2021-20 – Authorizing a Lease Purchase for COP Funding Series 2021A & 2021B
- f. **Waynesville/St. Robert Joint Airport Board – Councilman Liberty**
 - i. Report on April 27th, Meeting

7. OTHER BUSINESS

8. CITY ADMINISTRATOR REPORT

9. COUNCIL COMMENTS

10. MAYOR’S COMMENTS

11. ADJOURNMENT

WAYNESVILLE CITY COUNCIL

APRIL 15TH, 2021

5:00PM

Call to Order: Mayor Brown called the April 2021 meeting of the Waynesville City Council to order at 5:00pm.

Roll Call: On roll call, Mayor Brown and eight (8) council members were present:

PRESENT: Farnham, Davis, Wilson, Curtis, Rice, Liberty, Conley, France

ABSENT: None

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

YEAS: Farnham, Davis, Wilson, Curtis, Rice, Liberty, Conley, France

NAYS: None

Motion passed

Council moved to closed session at 5:00pm.

Councilman Wilson out at 5:24pm.

Council returned to open session at 5:30pm.

Invocation & Pledge of Allegiance: Invocation was given by Councilman Curtis with the Pledge of Allegiance being led by Councilman Wilson.

Approval of Consent Agenda: Mayor Brown requested an amendment to the Agenda. HB2021-17 Amending Chapter 110 – Council Committees. Mayor Brown called for a motion to approve the amended Consent Agenda. A motion was made by Councilman France and seconded by Councilman Conley to approve the amended Consent Agenda.

YEAS: Davis, Rice, Liberty, Conley, France, Rice

NAYS: Farnham, Curtis

Motion passed.

Citizens Comments – None

Special Guests – Citizen Comments:

- a. Business Spotlight – Price Cutter – Mayor Brown presented Jeff Adkins of Price Cutter with a proclamation naming Price Cutter the Business Spotlight for March.

Board – Commission – Liaison Reports

Park Board

- a. Report on April 8th, meeting. Chairman Militi stated the Board received an update from Parks Supervisor Trey Haragan. Chairman Militi stated that efforts to repair flood damage in and around both Roubidoux & Laughlin Park was underway. Also, there was

a discussion regarding signage to prevent trespassing on the Roubidoux Stage due to continual damage.

Planning and Zoning

- a. Report April 13th, meeting. Councilman Davis stated that an ordinance regarding construction of infrastructure by the City for new subdivisions was discussed. The Commission voted to approve sending the ordinance to Council for consideration.

PROPOSED ORDINANCE #HB2021-16 – Amending Chapter 420 of the Municipal Code regarding Subdivision Requirements. City Administrator John Doyle stated that the City would enter a cost share agreement with contractors to install infrastructure in new subdivisions. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Conley and seconded by Councilman Rice.

YEAS: Farnham, Davis, Curtis, Rice, Liberty, Conley, France, Rice

NAYS: None

Motion passed.

Standing Committee Reports

Utility Committee

- a. Report on April 6th, meeting. Councilman France stated the Committee received comments from resident Butch O’Riley regarding Budget Billing and Mr. Vannie Williams regarding the installation of a gas line. Councilman France stated that the Utility & Natural Gas Departments are working with both residents to resolve their issues. Councilman France stated that new Directors for certain Utility Organizations were discussed with recommendations being approved to go to Council for consideration. Councilman France stated they received information regarding the COP 2021A & 2021B project list and long with department updates.

PROPOSED RESOLUTION – Approving the Director and Alternate Director for Certain Utility Organization. The proposed resolution was read by title and its adoption and passage was moved by Councilman France and seconded by Councilman Conley.

YEAS: Farnham, Davis, Curtis, Rice, Liberty, Conley, France, Rice

NAYS: None

Motion passed.

Economic Development & Government Affairs

- a. Report on the April 6th, meeting. Councilman Farnham stated the City had received updates regarding several grant opportunities including information regarding the American Rescue Plan Act of 2021 which would provide payments to the City for the current fiscal year.

Police & Emergency Services Committee

- a. Report on April 8th, meeting. Councilman Liberty stated the committee received an update on grant funding and also discussed opening interviews for a patrolman position and lease purchase options for new patrol cars.

Roads and Grounds

- a. Report on April 1st, meeting. Councilman France stated the Committee discussed parking around the square and on North Lynn Street. Councilman France stated the Committee also received a department update from Street Supervisor Jason Chapman.

Finance Committee

- a. Report on April 8th, meeting. Councilman Liberty stated the Committee received an update on City accounts. As of the end of March, the City has completed 25% of the Fiscal year with revenues ending at 31% and expenses at 26%. Councilman Liberty stated the Committee reviewed the City's Fund Balance Reserve Policy and approved a resolution offering COP 2021A & 2021B for sale to be sent to Council for consideration.
- b. **PROPOSED RESOLUTION** – HB2021-10 – Authorizing the Sale of Tax Exempt Certificates of Participation – Series 2021A and 2021B. The proposed resolution was read by title and its adoption and passage was moved by Councilman Curtis and seconded by Councilman Davis.

YEAS: Farnham, Davis, Curtis, Rice, Liberty, Conley, France, Rice

NAYS: None

Motion passed.

Waynesville/St. Robert Joint Airport

- a. Report on January 26^h, Meeting. Councilman Wilson stated the Committee received updates on fuel sales and Contour airlines. Councilman Wilson stated the Board received several updates regarding current projects at the airport and the Board was looking forward to the EAS bid proposals that were due April 15th.

Other Business

- a. **APPOINTMENT** – Mayor Brown called for a motion to approved the re-appointment of Mike Dunbar to the Board of Adjustment. Approval was moved by Councilman Conley and seconded by Councilman Davis.

YEAS: Farnham, Davis, Curtis, Rice, Liberty, Conley, France, Rice

NAYS: None

Motion passed.

- b. **APPOINTMENT** – Mayor Brown called for a motion to approved the appointment of City Administrator John Doyle and City Clerk Michele Brown to the Central Ozarks Utility Services Alliance Board of Directors. Approval was moved by Councilman Conley and seconded by Councilman Wilson.

YEAS: Farnham, Davis, Curtis, Rice, Liberty, Conley, France, Rice

NAYS: None

Motion passed.

- c. **PROPOSED ORDINANCE #HB2021-1** – Amending Chapter 110 of the Municipal Code in Regards to Council Committees. City Administrator John Doyle stated that the ordinance limited the number of committees a Councilmember could Chair. Councilman Farnham stated he didn't believe the ordinance should be on the agenda due to the fact the agenda was not amended until tonight and he believed this violated Sunshine Law. City Clerk Michele Brown stated that notice of the meeting should be posted at least 24 hours but that the agenda itself could be amended anytime with Council approval. Councilman Davis stated that he believed our citizens expect the Council to be able to choose their own leaders. Mayor Brown stated he agreed with the ordinance. Mayor Brown stated that in the past, new councilmembers, who may have wanted to lead, were unable to do so because they felt pressured to vote for veteran Councilmembers who may have chaired certain committees for years. Mayor Brown stated this ordinance would allow freshman Councilman to fill leadership roles more easily. The proposed ordinance was read by title two (2) times and its adoption and passage was moved by Councilman Conley and seconded by Councilman Rice.

YEAS: Wilson, Curtis, Conley, France

NAYS: Farnham, Davis, Liberty, Rice

MAYOR: Yea

Motion passed.

Mayor Brown presented Councilman Mike France with a plaque honoring his years of service to the City Council and to the Utility Department.

Certification of Election Results - Mayor Brown called for a motion to approve the election results of the April 6th, 2021 election. Councilman Davis made a motion to approve and Councilman Rice seconded.

YEAS: Farnham, Davis, Curtis, Rice, Liberty, Conley, France, Rice

NAYS: None

Motion passed.

Swearing in of City Officials – City Clerk Michele Brown swore in incumbents Farnham of Ward I, Liberty of Ward II, Wilson of Ward III and newly elected Councilmember Amanda Koren of Ward IV.

Election of Mayor Pro Tem – Councilman Rice made a motion to elect Councilman Clarence Liberty as Mayor Pro Tem. Councilman Davis seconded.

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

NAYS: None

Motion passed.

Committee Appointments – Mayor Brown presented the list of Committee appointments.

City Administrator's Report

City Administrator John Doyle stated that staff continued to work through the effects of the large utility bills the City received in March. Mr. Doyle stated staff was currently in the process of evaluating the City's utility rates through a rate study being completed by Toth Engineering. Mr. Doyle stated that several key projects were being planned for the proposed COP funding and urged citizens to check out the City's new website.

Council Comments

Koren -	Stated she was honored to be a part of the Council.
Conley -	Welcomed Councilman Koren and stated he will miss Councilman France.
Liberty -	Thanked those in Ward II for re-election.
Rice-	Thanked city staff and welcomed Councilman Koren.
Curtis -	Reminded everyone that April is the Month of the Army Child.
Wilson -	Thanked Ward III for re-election and urged citizens to respect other people's property. Please report vandalism.
Davis -	Wanted to thank the man who sits on Route 66 and plays guitar. His music makes everyone happy.
Farnham	Thanked his opponent for running and wanting to get involved.

Mayor Comments – Was proud of the citizens for getting out and voting. It was the most votes cast for Waynesville in a long time.

Adjournment

There being no further business to come before this session of the Waynesville City Council, the meeting was adjourned at 6:56pm by Mayor Brown. The next scheduled session of the Waynesville City Council is May 20th, 2021 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										
		30738	4/14/2021	10773	66 GARAGE	305.29				
		30739	4/14/2021	10000227	ACCUDATA COLLECTION SERVICE	368.87				
		30740	4/14/2021	11075	BALES, STEVE	78.28				
		30741	4/14/2021	10962	BEAL DONALD	134.35				
		30742	4/14/2021	100003636	BUS ANDREWS TRUCK EQUIP INC	1,000.00				
		30743	4/14/2021	100005230	CARTER WATERS	525.00				
		30744	4/14/2021	1000090	COMMITTEE OF FIFTY	10.00				
		30745	4/14/2021	10849	NATHANIEL D. COX	134.97				
		30746	4/14/2021	10659	DENNIS OIL COMPANY	308.93				
		30747	4/14/2021	11310	DOGWOOD ANIMAL SHELTER	268.00				
		30748	4/14/2021	100003647	ECONO SIGNS	371.68				
		30749	4/14/2021	11463	ENVIRO-CLEAR	340.00				
		30750	4/14/2021	10000159	FLYNN DRILLING CO. INC	16,477.00				
		30751	4/14/2021	10335	GIER OIL COMPANY, INC.	2,540.40				
		30752	4/14/2021	10000172	GROEBNER & ASSOCIATES, INC	406.45				
		30753	4/14/2021	100003558	GROUP BENEFIT SERVICES INC	34,184.39				
		30754	4/14/2021	11424	HEALTHY PET WELLNESS CENTER	216.00				
		30755	4/14/2021	100005307	JACK'S LOCK & KEY LLC	60.00				
		30756	4/14/2021	100003762	JERRY'S ELECTRIC INC.	6,295.00				
		30757	4/14/2021	100005129	KPM CPAS AND ADVISORS	20,000.00				
		30758	4/14/2021	11413	LOPEZ, JACOB	42.41				
		30759	4/14/2021	120150	LOWE'S	1,777.37				
		30760	4/14/2021	10153	SOP/LEONARD WOOD INSTITUTE	1,729.56				
		30761	4/14/2021	20410	MARTIN EQUIPMENT	8,635.23				
		30762	4/14/2021	10000259	MCCULLOCH CLEANING	260.00				
		30763	4/14/2021	10791	MERCY LIFE LINE MEMBERSHIP	53.17				
		30764	4/14/2021	13900	MSHP CJ TECH.FUND	1,965.00				
		30765	4/14/2021	100007777	MISSOURI WATER AND WASTEWATER	140.00				
		30766	4/14/2021	100005034	RED BUD SUPPLY INC	118.53				
		30767	4/14/2021	11303	ROGERS, MICHAEL	47.57				VOID: WRONG VENDOR
		30768	4/14/2021	10000438	RPCS, INC.	4,223.49				
		30769	4/14/2021	11326	RYAN TRUCK SALES LLC	1,127.79				
		30770	4/14/2021	100003892	JOSHUA SHARPENSTEEN	401.99				
		30771	4/14/2021	100003902	DANIEL SHELDEN	85.86				
		30772	4/14/2021	10924	TOTH & ASSOCIATES	30,290.77				
		30773	4/14/2021	23160	WOOSTER RUG SERVICE	112.00				
		30774	4/16/2021	21140	UMB BANK N.A.	12,165.82				
*		30775								
		30776	4/21/2021	11446	BIG STATE INDUSTRIAL SUPPLY	89.50				
		30777	4/21/2021	11275	BROWN JERRY	300.00				
		30778	4/21/2021	10990	BURNS & MCDONNELL ENGINEERING	17,470.75				
		30779	4/21/2021	100003636	BUS ANDREWS TRUCK EQUIP INC	332.00				
		30780	4/21/2021	10000100	CABLEAMERICA-MISSOURI	316.15				
		30781	4/21/2021	1000061	CHAMBER OF COMMERCE	36.00				
		30782	4/21/2021	11410	CITY OF ST. ROBERT	22,407.25				
		30783	4/21/2021	11427	CONNECTED, LLC	802.00				
		30784	4/21/2021	10000486	CORE & MAIN LP	296.28				
		30785	4/21/2021	10000519	SUMNERONE, INC	151.44				
		30786	4/21/2021	10054	D C & B SUPPLY INC	1,234.10				
		30787	4/21/2021	11452	DEPUTY & MIZELL, LLC	97.30				
		30788	4/21/2021	40150	DOWNTOWN STATION	21.47				

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
		30789	4/21/2021	10000151	FAMILY SUPPORT PAYMENT CENTER	92.31				
		30790	4/21/2021	10000149	FLETCHER-REINHARDT CO.	11,584.00				
		30791	4/21/2021	11466	FREEMAN, TIFFANY	25.00				
		30792	4/21/2021	11121	GRAYBAR	105.00				
		30793	4/21/2021	11445	HUDSON, WILLIAM	1,042.00				
		30794	4/21/2021	100003897	J & J AUTOMOTIVE	377.97				
		30795	4/21/2021	10000259	MCCULLOCH CLEANING	195.00				
		30796	4/21/2021	10945	MISSOURI INTERGOVERNMENTAL RIS	35.00				
		30797	4/21/2021	10000276	MMACJA	300.00				
		30798	4/21/2021	100003642	MSU OUTREACH	250.00				
		30799	4/21/2021	10000350	PRATT'S LAWN & GARDEN	89.36				
		30800	4/21/2021	10000374	PULASKI CO SEWER DISTRICT #1	621.70				
		30801	4/21/2021	10242	RAY LINDSEY COMPANY	368.30				
		30802	4/21/2021	100005034	RED BUD SUPPLY INC	289.24				
		30803	4/21/2021	10000301	RICOH USA, INC	281.06				
		30804	4/21/2021	10142	SING RENTAL	267.98				
		30805	4/21/2021	11433	SURKAMP, HENRY	1,500.00				
		30806	4/21/2021	11451	THE COOKE LAW OFFICE PLLC	107.87				
		30807	4/21/2021	100004059	WEST SIDE CAFE	400.00				
		30808	4/29/2021	1000098	A T & T MOBILITY	859.59				
		30809	4/29/2021	10883	CARD SERVICES	199.21				
		30810	4/29/2021	1000085	PROCESSING CENTER	1,468.14				
		30811	4/29/2021	10000519	SUMNERONE, INC	1,200.00				
		30812	4/29/2021	10000119	DIVISION OF EMPLOYMENT	901.00				
		30813	4/29/2021	10000159	FLYNN DRILLING CO. INC	1,800.00				
		30814	4/29/2021	10335	GIER OIL COMPANY, INC.	2,353.38				
		30815	4/29/2021	11121	GRAYBAR	1,428.00				
		30816	4/29/2021	10000189	H.E.P. SUPPLY	52.30				
		30817	4/29/2021	10000181	HACH COMPANY	456.48				
		30818	4/29/2021	100005307	JACK'S LOCK & KEY LLC	74.00				
		30819	4/29/2021	100003316	LIBERTY NATIONAL	250.40				
		30820	4/29/2021	10000249	LONE OAK PRINTING CO.	259.00				
		30821	4/29/2021	10000259	MCCULLOCH CLEANING	195.00				
		30822	4/29/2021	130510	MIKE'S AUTO SERVICE	158.74				
		30823	4/29/2021	150100	OLD STAGECOACH STOP	100.00				
		30824	4/29/2021	100003138	THE PARADIGM ALLIANCE, INC.	3,163.50				
		30825	4/29/2021	10908	ROGERS, MIKE	47.57				
		30826	4/29/2021	100004070	STEWART CONCRETE HALFWAY	270.00				
		30827	4/29/2021	10000135	TOMO DRUG TESTING	393.00				
		30828	4/29/2021	21290	USA BLUE BOOK	247.89				
		30829	4/29/2021	23020	WAL-MART COMMUNITY/RFCSLLC	576.59				
		30830	4/29/2021	25020	ZEIGENBEIN FEED & FARM SUPPLY	276.99				
*		30831								
		30832	5/06/2021	1000014	ARKANSAS ELECTRIC COOP	75.91				
		30833	5/06/2021	1000049	BEASLEY'S HVAC LLC.	316.45				
		30834	5/06/2021	100003636	BUS ANDREWS TRUCK EQUIP INC	12,212.13				
		30835	5/06/2021	1000046	BUSINESS GRAPHICS	188.00				
		30836	5/06/2021	10000100	CABLEAMERICA-MISSOURI	113.95				
		30837	5/06/2021	1000080	CLEAN THE UNIFORM CO. JOPLIN	1,798.78				
		30838	5/06/2021	11470	COMPLETELY IT	599.00				
		30839	5/06/2021	11452	DEPUTY & MIZELL, LLC	97.30				
		30840	5/06/2021	11310	DOGWOOD ANIMAL SHELTER	362.00				
		30841	5/06/2021	10201	ENVIRONMENTAL RESOURCE	1,049.88				

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
30842	5/06/2021	10000151	FAMILY SUPPORT PAYMENT CENTER			92.31				
30843	5/06/2021	100003334	FASTENAL COMPANY			178.20				
30844	5/06/2021	70120	GFI DIGITAL, INC.			12.30				
30845	5/06/2021	11121	GRAYBAR			384.00				
30846	5/06/2021	10000181	HACH COMPANY			542.95				
30847	5/06/2021	11424	HEALTHY PET WELLNESS CENTER			216.00				
30848	5/06/2021	10000418	HELTON ENTERPRISES INC			1,730.88				
30849	5/06/2021	100003666	LMC CONVENIENCE STORE			819.69				
30850	5/06/2021	10133	MAILBOX IT			34.87				
30851	5/06/2021	10000259	MCCULLOCH CLEANING			2,270.00				
30852	5/06/2021	100004007	MI-KEL INDUSTRIAL SUPPLY, LLC			64.80				
30853	5/06/2021	10000306	MISSOURI ONE CALL SYSTEM			141.25				
30854	5/06/2021	130095	MO DEPT OF REVENUE-CVC			149.73				
30855	5/06/2021	10000294	MOCCFOA			15.00				
30856	5/06/2021	11277	MY NETWORKS			1,080.00				
30857	5/06/2021	10000329	O'REILLY AUTOMOTIVE, INC.			66.15				
30858	5/06/2021	10000337	OZARK APPLICATORS, L.L.C.			950.00				
30859	5/06/2021	10000355	GENESIS			42.00				
30860	5/06/2021	10000301	RICOH USA, INC			1,712.73				
30861	5/06/2021	10908	ROGERS, MIKE			69.95				
30862	5/06/2021	10617	SHERIFFS' RETIREMENT SYSTEM			63.00				
30863	5/06/2021	100005092	SHRED-IT USA			71.87				
30864	5/06/2021	11451	THE COOK LAW OFFICE PLLC			107.87				
30865	5/06/2021	100005256	TRANSUNION RISK & ALTERNATIVE			159.00				
30866	5/06/2021	10000461	MO. DEPT. OF PUBLIC SAFETY			21.00				
30867	5/06/2021	21140	UMB BANK N.A.			12,191.89				
30868	5/06/2021	23070	WATKINS PORTABLE TOILETS			110.00				
30869	5/06/2021	10376	WCT FARM & LAWN LLC			173.92				
30870	5/06/2021	23110	WILLARD ASPHALT PAVING, INC.			934.38				
* 9265130										
9265131	4/14/2021	10000472	CENTURYLINK			484.01			E-PAY	
9265132	4/14/2021	100004002	AMAZON.COM			22.94			E-PAY	
9265133	4/14/2021	10000268	MISSOURI JOINT MUNICIPAL			455,886.00			E-PAY	
9265134	4/14/2021	10000245	MISSOURI LAGERS			30,214.81			E-PAY	
9265135	4/14/2021	11464	POMP'S TIRE SERVICE, INC			299.43			E-PAY	
9265136	4/14/2021	100004002	AMAZON.COM			38.39			E-PAY	
9265137	4/14/2021	100004059	WEST SIDE CAFE			7.82			E-PAY	
9265138	4/14/2021	11465	SAME DAY AWARDS			149.11			E-PAY	
9265139	4/14/2021	70250	GRAINGER			119.10			E-PAY	
9265140	4/14/2021	100004002	AMAZON.COM			166.45			E-PAY	
9265141	4/14/2021	100005318	AVFUEL CORP			20.00			E-PAY	
9265142	4/23/2021	10000208	INTERNAL REVENUE SERVICE			19,489.54			E-PAY	
9265143	4/21/2021	10000244	LACLEDE ELECTRIC COOP.			2,876.09			E-PAY	
9265144	4/21/2021	100004023	MCDONALD'S WAYNESVILLE			400.00			E-PAY	
9265145	4/21/2021	30105	CASEY'S GENERAL STORES, INC			400.00			E-PAY	
9265146	4/21/2021	100003888	KUM & GO, L.C.			200.00			E-PAY	
9265147	4/21/2021	100003888	KUM & GO, L.C.			460.00			E-PAY	
9265148	4/21/2021	11467	TEAMSIDELINE			599.00			E-PAY	
9265149	4/21/2021	10361	DISH NETWORK			122.53			E-PAY	
9265150	4/21/2021	11468	OLIVE GARDEN			28.55			E-PAY	
9265151	4/21/2021	10000100	CABLEAMERICA-MISSOURI			251.95			E-PAY	
9265152	4/21/2021	11256	GOVERNMENT FINANCE OFFICE OF			175.00			E-PAY	
9265153	4/21/2021	100003155	MISSOURI ANIMAL CONTROL			150.00			E-PAY	

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
9265154	4/21/2021	100004002	AMAZON.COM			37.96		E-PAY		
9265155	4/21/2021	10318	NEW LIFE PATRIOT			126.40		E-PAY		
9265156	4/21/2021	11197	VALIN CORPORATION			142.44		E-PAY		
9265157	4/21/2021	100004002	AMAZON.COM			81.16		E-PAY		
9265158	4/21/2021	100004002	AMAZON.COM			76.99		E-PAY		
9265159	4/29/2021	100004002	AMAZON.COM			1,107.00		E-PAY		
9265160	4/29/2021	100004002	AMAZON.COM			1,185.00		E-PAY		
9265161	4/29/2021	1000020	VOYA INSTITUTIONAL TRUST CO.			1,330.00		E-PAY		
9265162	4/29/2021	11469	RAINWORKS			258.00		E-PAY		
9265163	4/29/2021	11459	JEFFY SHIRS			72.80		E-PAY		
9265164	4/29/2021	100004002	AMAZON.COM			131.69		E-PAY		
9265165	4/29/2021	10000279	MISSOURI MUNICIPAL LEAGUE			135.00		E-PAY		
9265166	4/29/2021	10000292	MISSOURI DEPT. OF REVENUE			5,137.50		E-PAY		
9265167	4/29/2021	100004002	AMAZON.COM			134.97		E-PAY		
9265168	4/29/2021	130100	MISSOURI DEPT OF REVENUE			21,035.33		E-PAY		
9265169	4/29/2021	10000272	MUNICIPAL GAS COMMISSION OF			97,102.91		E-PAY		
9265170	4/29/2021	100005318	AVFUEL CORP			17,471.70		E-PAY		
9265171	4/29/2021	11024	VISTA PRINT			28.74		E-PAY		
9265172	4/29/2021	10000279	MISSOURI MUNICIPAL LEAGUE			130.00		E-PAY		
9265173	4/29/2021	100004002	AMAZON.COM			71.91		E-PAY		
9265174	4/29/2021	100004002	AMAZON.COM			18.98		E-PAY		
9265175	4/29/2021	100004002	AMAZON.COM			81.37		E-PAY		
9265176	4/29/2021	100004002	AMAZON.COM			97.90		E-PAY		
* 9265177			(NOT IN SELECTED DATE RANGE)							
9265178	5/06/2021	100004002	AMAZON.COM			159.99		E-PAY		
9265179	5/06/2021	100004002	AMAZON.COM			26.99		E-PAY		
9265180	5/06/2021	1000011	AFLAC			136.52		E-PAY		
9265181	5/06/2021	11080	HUGHESNET			86.39		E-PAY		
9265182	5/06/2021	100004002	AMAZON.COM			14.05		E-PAY		
9265183	5/06/2021	100005106	STONE CREEK INN			226.62		E-PAY		
9265184	5/06/2021	100004002	AMAZON.COM			185.32		E-PAY		
9265185	5/06/2021	10352	WAL-MART			2,892.91		E-PAY		
9265186	5/06/2021	100005318	AVFUEL CORP			17,110.48		E-PAY		
9265187	5/06/2021	11043	PAYPAL			97.29		E-PAY		
9265188	5/06/2021	100004002	AMAZON.COM			34.79		E-PAY		
9265189	5/06/2021	100004002	AMAZON.COM			58.15		E-PAY		
9265190	5/06/2021	11471	GREENSTAY HOTEL & SUITES			228.81		E-PAY		

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

BANK TOTALS:

OUTSTANDING	946,404.33
CLEARED	.00

BANK 5 TOTAL	946,404.33
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VOIDED	47.57
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FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL	180,482.10	180,482.10	.00	47.57
200 PARK	17,106.58	17,106.58	.00	.00
500 ELECTRIC	549,636.50	549,636.50	.00	.00
600 WATER / SEWER FUND	68,096.46	68,096.46	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
		700	TRASH	22,407.25	22,407.25			
		800	NATURAL GAS	108,675.44	108,675.44			

CITY OF WAYNESVILLE



Certificate of Excellence

Presented to

ROCKY TOP PETS

On behalf of the City of Waynesville,
We are honored to acknowledge your outstanding
service to Waynesville and the surrounding
community.

Because of your dedication and outstanding
customer service, your business has been
recognized as the

BUSINESS SPOTLIGHT

for
May 2021



Issued this 20th day of May, 2021

Mayor Dr. Jerry Brown

Michele Brown

To: Jeff
Subject: RE: May Summary

From: Jeff <militti4@embarqmail.com>
Sent: Tuesday, May 18, 2021 11:29 AM
To: mbrown@waynesvillemo.org
Subject: RE: May Summary

Master Gardner: Flags have been laid out for the building of the new stairs. Classes will be conducted the third weekend of every month during Farmers Market hours. We will be starting a newsletter soon. WSU: Summer practice will start the week of the 24th. Ages 7 and below will play here in Waynesville and everyone over 8 has games in Lebanon. Sibling discounts available online and in office. Coaches needed ASAP.

Park Supt.: We are currently working on the splash pad to get going for Memorial Day. We are also working on Baseball fields.

Power washing is needed at Laughlin and Glen Haven parks. Tiger Park needs an old piece of equipment replaced.

Jeff Militti
Chairman
Waynesville Park Board

PLANNING & ZONING COMMISSION SUMMARY

May 11, 2021

In Attendance:

Commission: Twyla Cordry, Trudy Dils, Mayor Jerry Brown, Cecil Davis, Scott Owens

Absent: Yvonne Reeves-Chong, Eric Obermuller

City Staff: John Doyle, Miriam Jones, Mitch McDonald

- **Call to Order** – Meeting called to order at 5:30pm. A quorum was present.
- **Approval of Minutes** – April 13, 2021 meeting minutes approved.
- **Appoint New Chairman and Secretary-** Cecil Davis made a motion to nominate Twyla Cordry as Chairwoman. Mayor Jerry Brown seconded motion. The motion passed unanimously and Twyla Cordry was elected Chairwoman of Planning and Zoning. Cecil Davis volunteered to be the Secretary. All in favor. Mr. Davis was elected Secretary of Planning and Zoning.
- **Adjournment** – With nothing further, meeting adjourned at 5:37pm.
- The next meeting of the Planning and Zoning Commission will be June 8, 2021 at 5:30p.m.

**UTILITY COMMITTEE MEETING
SUMMARY REPORT
May 4, 2021 3:30 PM**

Attendance:

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

Staff: John Doyle, Michele Brown, Tracey York, Miriam Jones, Mitch McDonald, Daniel Shelden, Jack Eldredge, Joe York

- **Call to Order** – Councilman Conley called the meeting to order at 3:30 pm. There were no citizen comments. Councilman Wilson made the motion to amend the agenda to add election of new committee chairman and Councilman Rice seconded. All were in favor.
- **April 6, 2021** – Minutes were approved
- **Election of New Committee Chair** – Councilman Wilson nominated Councilman Conley for Chairman of the Utility Committee, Councilman Rice seconded and all were in favor.
- **2021 COP**
 - Schedule of Completion** – John Doyle presented the committee with the 2021 COP schedule for completion along with a closing date of 06-03-21. Mr. Doyle stated that the schedule will go to Finance Committee meeting for approval and move to City Council on 05-20-21 for Bond Pricing and to execute the Certificate Purchase Agreement.
- **Sho-Me Agreement**
 - 1st Draft Complete**
 - Legal Review Complete**
 - Final Draft on Schedule for Council 05-21-21**

Mr. Doyle presented the committee with the Sho-Me Agreement and 1st draft complete, legal review complete and final draft is on schedule to present to City Council for approval on 05-20-21. Councilman Rice made the motion to move forward to City Council for approval and Councilman Wilson seconded and all were in favor.
- **Department Updates**
 - Water/Sewer Dept** – Mr. Eldredge stated that his department had 23 water, 3 sewer, replaced 10 meters, 1 new meter installed, and repaired two yards. A few highlights included: working with Benton & Associates on I & I – updating the City mapping, installed French drains in the park, and Northern Heights is now online.
 - Electric Dept** – Mr. Shelden stated that his department has 3 power outages, 3 street lights, 1 tree, 3 miscellaneous, 2 new services, 1 meter test and 1 service upgrades for the month of April. A few major highlights included: Worked on the reconductor of Valley Road, brush hogging and clearing up at the new substation site, street department worked on some access roads and new employee started and is a 3rd year apprentice.
 - Gas Department** – Mr. York stated that his department installed natural gas to a new home, daily work duties and helping out in other departments. A few major highlights included: relocating natural gas line on Ralston Road due to exposed gas line while walking the lines for annual inspections and purchased new electro-fusion machine due to obsolete parts on old machine which is needed to re-calibrate items every year.

Closed Session: Councilman Conley stated there was a need to go into closed session, in accordance with RSMo Sections 610.021 (1)(2). A motion was made by Councilman Rice to go into closed session at 4:03 pm and a second by Councilman Wilson. Motion carried. At 4:32 pm the committee came out of closed session.

Having no further business, the meeting was adjourned by Councilman Conley at 4:32 pm.

The next scheduled meeting will be June 1, 2021 @ 3:30 PM

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH SHO-ME POWER ELECTRIC COOPERATIVE
FOR ELECTRIC WHEELING SERVICES**

WHEREAS, the City of Waynesville requested Sho-Me Power Electric Cooperative (Sho-Me Power) provide options to make the method of power delivery to the City more economical; and

WHEREAS, Sho-Me Power presented various options to the City that included changing the contractual relationship between the City, Sho-Me Power and the Missouri Joint Municipal Electric Utility Commission (MJMEUC); and

WHEREAS, after much discussion and negotiation, the City Council desires to proceed with an Operations Agreement and Facilities Use Agreement with Sho-Me Power regarding electric transformation facilities use.

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

Section 1. That the Operations Agreement between the City of Waynesville, Missouri and Sho-Me Power, which is attached as “Exhibit A” hereto and made a part thereof, is hereby approved.

Section 2. That the Facilities Use Agreement between the City of Waynesville, Missouri and Sho-Me Power, which is attached as “Exhibit B” hereto and made a part thereof, is hereby approved.

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

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

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

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20TH DAY OF MAY, 2021

By: _____
Dr. Jerry Brown, Mayor

ATTEST:

Michele Brown, City Clerk

OPERATING AGREEMENT

(FACILITY USE ANCILLARY SERVICES)

This OPERATING AGREEMENT detailing Facility Use Ancillary Services ("Operating Agreement") is made effective this ____ day of _____, 2021 by and between SHO-ME POWER ELECTRIC COOPERATIVE, a Missouri rural electric cooperative ("Sho-Me"), and the CITY OF WAYNESVILLE, MISSOURI, a municipality validly organized and existing under Missouri law (the "City"). Both Sho-Me and the City are referred to collectively herein as the "Parties" or in the singular as a "Party". Capitalized terms used in this Operating Agreement shall have the same meaning as prescribed in the Facilities Use Agreement executed by the Parties contemporaneously with this Operating Agreement unless otherwise noted.

WHEREAS, this Operating Agreement is intended to be executed in coordination with that certain Facilities Use Agreement between Sho-Me and the City for the Facilities which consist of the electric facilities and equipment required for the transformation of electric power to be delivered to the City through the Waynesville Substation owned by Sho-Me;

WHEREAS, the Substation also serves a Rural Electric Cooperative ("REC") member of Sho-Me, so the Substation has a dual service commitment for both the City and Sho-Me's REC member; and

WHEREAS, the City desires to proceed with a plan that will allow the City to directly contract with Sho-Me for electric transformation facilities use, with operations and management of such facilities to be governed by a formal operating agreement that takes into consideration the dual use of the Substation and the safety, security, inspection, and maintenance of the Facilities during the term of the Facilities Use Agreement;

NOW THEREFORE, be it agreed between the Parties, in exchange for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, as follows:

1. **Shared Monitoring Services Supplied by Sho-Me Power.** Sho-Me shall provide continuous and constant monitoring of the Facilities through a Supervisory Control and Data Acquisition (SCADA) system along with a separate physical security system monitored 24 hours a day, 7 days a week, 365 days a year.

2. **Cost for Shared Monitoring Services.** City shall pay to Sho-Me the sum of Two Thousand Dollars (\$2,000) per month for shared monitoring services ("Monitoring Fee") commencing on the date that Sho-Me provides electric Facility Use service to the City under the Facilities Use Agreement and on that same date each month through the term of this Operating Agreement. The Monitoring Fee will be increased by no more than 3% annually, said increase to commence on the anniversary date set by the first payment made by City hereunder.

3. **Direct Labor Costs.** City shall pay Sho-Me for direct labor costs related to the normal and customary operations and maintenance of the Facilities ("Direct Labor Costs"). For clarity, Sho-Me will only charge the City for labor costs (ie., engineering or field work) performed on or related to the Substation equipment and facilities dedicated to providing transmission service to the City, not to the REC or any other third party. Labor rates shall be set by Sho-Me's policy and procedures, then in effect, for "Work for Others", a copy of which is attached hereto as **SCHEDULE 1** (the "Policy"). Currently, the labor

rate under the Policy is \$150/ hr., and is subject to increase as reasonably determined by Sho-Me, but in no event greater than fifteen percent (15%) every five (5) years. Work on dual use equipment that serves both the City and the REC ("Dual Use Equipment") shall be completed by Sho-Me and shall not be charged to the City, nor shall the cost of any materials or the supply of Sho-Me equipment be charged to the City related to Dual Use Equipment.

4. ***Billing and Invoicing.*** Billing and invoicing for sums due under this Operating Agreement shall be timely issued by Sho-Me to the City with sufficient descriptive detail on all such charges due within ten (10) days after the end of each billing cycle, and shall be paid by the City within twenty-five (25) days of invoice. Interest on any amount that is past due shall accrue at a rate equal to one and a half percent (1.5%) per month. Should any tax, federal, state or local, in addition to such taxes as may now exist, be levied upon the service provided hereunder, such tax shall be paid by the party directly liable for the payment of same; however, City agrees not to impose any new tax on Sho-Me or the Facilities that does not already exist as of the date of this Operating Agreement.

5. ***Sho-Me's Substation Inspection and Maintenance Program.*** Sho-Me has developed a substation inspection and maintenance program (the "Program") that essentially provides inspection and maintenance guidelines and procedures for its facilities of this nature, a copy of which is attached hereto as **SCHEDULE 2**. The Program, as amended from time to time, shall be implemented for the Substation and the Facilities. Direct Labor Costs for the Program are currently estimated based on two hundred and fifty (250) hours of labor, or an annual estimated total of Thirty-Seven Thousand Five Hundred Dollars (\$37,500). The City may elect to pay Direct Labor Costs as they are incurred and invoiced at regular intervals by Sho-Me, or may include the monthly estimated amount for Direct Labor Costs along with the Monitoring Fee (initial monthly payment of \$5,125), subject to an annual "true up" of sums due-to-or-from either party prepared by Sho-Me and provided to the City timely once those figures are determined. Any payment due from one party to the other will be made promptly thereafter.

6. ***Term of Operating Agreement.*** The term of this Operating Agreement shall be governed and controlled by the term of the Facilities Use Agreement executed by the Parties. Accordingly, if the Facility Use Agreement is in force and effect in executory nature, then this Operating Agreement shall be also. Likewise, should the Facility Use Agreement be terminated as set forth therein, then this Operating Agreement shall be contemporaneously terminated as well since this Operating Agreement is dependent and conditioned upon use of the Facilities by the City. The provisions of this paragraph shall not otherwise limit the rights of the Parties to terminate this Operating Agreement in accord with the terms set forth below on that subject, and in the event this Operating Agreement is terminated, so to shall the Facilities Use Agreement as set forth therein.

7. ***Operating Requirements***

7.1. **Minimum Power Factor Requirements.** Suitable instruments will be used to measure power factor at each metering point. Should such measurements indicate the power factor in the hour of the maximum demand at that metering point for a given month is less than 97%, a power factor penalty shall be applied in that month. This penalty shall be determined by calculating the kW demand necessary to achieve a 97% power factor, subtracting from the month's actual peak kW demand, and multiplying the difference by \$10. This penalty shall be billed and paid each month for one year, unless exceeded by a higher power factor penalty.

7.2 Load Control. The City shall not impose any unusual load upon the Facilities in excess of the safe and proper capacity of the Facilities as determined by Sho-Me. The City shall notify the Sho-Me dispatcher before intentionally taking energy to an extent that might affect Sho-Me's service or voltage for the Facilities. If emergency conditions arise on the City's electric power system that overload the Facilities, the City shall take steps immediately to reduce the load to the safe operating capacity of the Facilities, even though this may involve dropping or shedding load.

7.3 Continuity of Interconnections. If synchronous operation of the Parties' electrical systems through the Facilities becomes disrupted, the Parties shall cooperate to remove the cause of the disruption as soon as practicable and to restore their systems to normal interconnected operating condition.

7.4 Inadvertent Interchange. The City shall exercise good utility practice to ensure that its entire load at its delivery point is served from energy that the City has purchased and scheduled for delivery through the Facilities or generated with its own resources. The Parties shall provide on their respective systems, at their own expense, the necessary communications, telemetering and control facilities and elements and shall operate their respective systems so as to minimize, to the extent practicable, differences between net actual interchange and net scheduled interchange of electric power and energy through the Facilities.

8. ***Transfer of Power and Energy Through Other Systems.*** Since Sho-Me's electric system and the Facilities are and will be, directly and indirectly connected with other electric systems, the physical and electrical characteristics of the Facilities may cause power delivered under this Operating Agreement to flow through such other systems ("loop flow"). The Parties shall advise other electric systems as deemed appropriate of scheduled transfers pursuant to this Operating Agreement and to attempt to maintain good relationships with affected third parties. If Sho-Me is charged by another electrical system for loop flow charges in connection with the transmission of energy to the City through the Facilities, the City shall indemnify Sho-Me for such costs.

9. ***Ancillary Services the Responsibility of City.*** The City is responsible for making the necessary arrangements and paying all costs associated with the receipt of ancillary services required by a provider of transmission services in connection with the delivery of energy to the City through the Facilities, and/or the supplier of capacity and energy purchased by the City for its electric load. Such ancillary services may include scheduling, system control and dispatch service, reactive supply and voltage control, regulation, and frequency response service, energy imbalance service, spinning and supplemental reserve service. Sho-Me shall not be responsible for the costs related to any of these ancillary services.

10. ***Operations Committee.***

10.1 Establishment of Committee. The Parties agree that an Operations Committee should be established to review and analyze all matters related to the use of the Facilities, the Substation, and the services provided in this Operating Agreement on at least an annual basis, targeting April of each year for an annual meeting of this nature. Representatives from the City and Sho-Me shall be required for calling, coordinating, and conducting committee meetings, and the City's Electrical Engineer, along with representatives from the Missouri Joint Municipal Electric Utility Commission (MJMEUC) and Associated Electric Cooperative Incorporated (AECI), are encouraged to attend for their input and perspectives related to Sho-Me's ancillary services, use of the Facilities by the City, and matters of mutual interest.

10.2 Duties of Committee. The principal duties of the Operating Committee shall be as follows: (a) to establish scheduling, communications and meter testing procedures and control procedures; (b) to adopt operating rules and procedures as necessary to assure that, as completely as practicable, the delivery and receipt of real and reactive power and energy are accomplished efficiently, reliably and in a manner that causes the least interference with interconnected systems and the Facilities; (c) to coordinate maintenance schedules; (d) to establish accounting and billing procedures; and (e) to perform such other duties as may be required for the proper functioning of this Operating Agreement and operations of the Facilities. If the Operating Committee is unable to agree on any matter within its scope of duties, that matter shall be referred to the chief executives of the Parties or their designated representatives.

10.3 Load Forecasting. As part of the committee process, the City shall provide to Sho-Me by September 30 of each year a load forecast for the following year. Such load forecast shall be made in accordance with good utility practice. The City shall inform Sho-Me in a timely manner of any changes to its circumstances that cause its forecast to be inaccurate by more than five percent (5%). The City shall provide additional data needed for the safe and reliable operation of the Facilities to the extent the City has such data. Sho-Me will treat all such load forecasts and other information as confidential.

10.4 Authority of Committee Limited. The Operations Committee may make recommendations for consideration by the Parties, but it shall have no power to bind them, nor is it authorized to commit or spend any funds for consultants or for outside studies or work without the express approval of the Parties.

11. Indemnity

11.1 Each Party, to the fullest extent permissible by law, shall indemnify, defend, and hold harmless the other Party, and such other Party's affiliates, directors, officers, agents, members, contractors, officials, and employees (collectively, "Indemnified Parties") from and against any claim, damage, cost, liability, expense, loss, and cause of action, including but not limited to any injury or death caused by contact with energized electrical lines and/or facilities, said indemnity to also include all reasonable attorney's fees, expert fees, litigation expenses and costs, to the extent such claim, damage, cost, liability, expense, loss, or cause of action arises from such Party's performance of this Operating Agreement and/or the obligations contained herein, or is caused, in whole or in part, by such Party's acts or omissions to the extent allowed by law; provided, however, that neither Party shall indemnify or hold the other Party harmless from and against any claim, damage, cost, liability, expense, loss, and cause of action, including all reasonable attorney's fees, expert fees, litigation expenses, and costs to the extent such claim, damage, cost, liability, expense, loss, or cause of action arises solely from such other Party's own intentional and/or negligent acts or omissions or the negligent acts or omissions of any one or more Indemnified Parties claiming by or through such Party.

11.2 Each Party shall have the right, at its sole cost and discretion, to provide for its own defense to whatever extent such Indemnified Party deems necessary to protect its own interest or that of other Indemnified Parties and shall cooperate fully with the other Party in any such indemnity claim participation or proceeding.

11.3 Nothing in this Section 11 shall be construed as waiver of the City's sovereign immunity.

12. ***Insurance.***

12.1 During the course of performing services under this Agreement, Sho-Me agrees to maintain the following minimum levels of insurance coverage:

a. General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate,

b. Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate,

c. Comprehensive Automobile Liability Insurance, with a minimum combined limit of \$1,000,000 each occurrence for bodily injury and property damage, and

d. Workers' Compensation Insurance, as statutorily required.

12.2 The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to the City, its officers, agents, or employees except to the extent insurance coverage is provided.

12.3 The City is to be named as an additional insured on Sho-Me's insurance required under this Operating Agreement and the limits of insurance coverage referenced above shall operate as a cap on liability for any indemnity claim(s) hereunder. All policies for insurance must be endorsed to contain a provision giving the insured and any additional insured at least thirty (30) days' prior written notice of any cancellation of the policy or material change in coverage. Sho-Me's insurance shall be primary, and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by Sho-Me.

13. ***Limitation of Liability.*** Except for indemnification pursuant to Section 11 above or a violation of applicable law, neither party shall be liable to the other, or any of their respective agents, officials, directors, members, representatives, contractors, or employees, for any special, indirect, incidental, punitive, or consequential loss or damage, including any lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The obligations of this Section shall survive the expiration or other termination of this Operating Agreement.

14. ***Termination of Operating Agreement for Default.***

14.1 If the City fails to comply with any of the terms and conditions of this Operating Agreement and fails within thirty (30) days after the date written notice is received by the City to correct such noncompliance or default, Sho-Me may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Operating Agreement.

14.2 Notwithstanding the provisions of Section 14.1 above, Sho-Me may immediately terminate this Operating Agreement for failure to cure a monetary default within fifteen (15) days after the date written notice is received by the City to correct such monetary default.

14.3 If Sho-Me fails to comply with any of the terms and conditions of this Operating Agreement and fails within thirty (30) days after the date written notice is received by Sho-Me from the City to correct such non-compliance or default, the City may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Operating Agreement.

14.4 Nothing contained herein, however, shall be construed to preclude either party from pursuing any other remedy provided by law for the collection of any indebtedness or enforcement of any obligation or covenant under this Operating Agreement.

15. **No Right of Access to Facilities.** Nothing in this Operating Agreement is intended nor shall it give the City or any of its contractors, agents, or employees, permission to access the Facilities. The Parties acknowledge the extreme risk of danger associated with the Facilities, and Sho-Me shall, at all times, remain in the exclusive control of the Facilities.

16. **Force Majeure.**

16.1 Neither Party shall be liable or responsible to the other party, nor be deemed to have defaulted under this Operating Agreement, for any failure or delay in fulfilling or performing any term of this Operating Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes, or blockades in effect on or after the date of this Operating Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate electric power or electric transmission facilities; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

16.2 The Impacted Party shall give notice of the Force Majeure Event as soon as practicable to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

17. **Service of Notices.** Any notice required or provided for in this Operating Agreement shall be in writing and shall be mailed by certified mail, postage prepaid, return receipt requested. Notice shall be effective on the date delivered.

To Sho-Me:

SHO-ME POWER ELEC. COOPERATIVE
CEO & General Manager
P.O. Drawer D
Marshfield, MO 65706

to City:

CITY OF WAYNESVILLE
c/o _____
100 Tremont Center
Waynesville, MO 65583

With Copy To:

LAUBER MUNICIPAL LAW, LLC

18. ***Disputes.***

18.1 General. Any controversy or claim (except any claim for damages because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, and except any claim for damages because of damage to or destruction of property) arising out of, or relating to this Operating Agreement or its breach which may arise between the City and Sho-Me, and which is not resolved by the authorized representatives of the parties, shall be noticed in writing by the complaining party as provided in Section 17 above. Such controversy or claim shall subsequently be reviewed and discussed between Sho-Me, or its legal counsel designee, and the City, or its legal counsel designee, as a condition precedent to any litigation or submittal to any other governing authority with proper jurisdiction to provide legal relief of the dispute.

18.2 Expenses. The prevailing party in any controversy or claim between Sho-Me and the City shall be entitled to recover from the other party, in addition to any other recovery awarded, reasonable attorneys' fees, litigation expenses, expert witness fees and expenses, court costs, and/or arbitration expenses (should the parties agree to arbitrate the matter) through the appellate process and actually incurred by such prevailing party in connection with or incident to the controversy or claim.

19. ***Miscellaneous.***

19.1 Choice of Law/Venue. This Operating Agreement is made and entered into in the State of Missouri and shall in all respects be interpreted, enforced and governed pursuant to and under the substantive and procedural laws of the State of Missouri. This Operating Agreement shall be enforced in the Circuit Court of Greene County, Missouri and it sets forth all understandings between the Parties related to its subject matter with recitals deemed express covenants herein.

19.2 This Operating Agreement shall inure to the benefit and burden of each of the Parties and each and all of their respective successors, affiliates, representatives, agents and assigns, and any and all other persons and entities now, heretofore or hereafter having any involvement or interest whatsoever with respect to the subject matter of this Operating Agreement.

19.3 Amendment. No supplement, modification or amendment of this Operating Agreement shall be effective or binding unless executed in writing by the Parties.

19.4 Successors and Assigns. This Operating Agreement shall not be assigned without the express written consent of each of the Parties which shall not be unreasonably withheld.

19.5 Waiver. No waiver of any of the provisions of this Operating Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any one waiver constitute a continuing waiver. No waiver shall be effective or binding unless executed in writing by each of the Parties.

19.6 Multiple Counterparts. This Operating Agreement may be executed in one or more duplicate original counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same instrument.

19.7 Electronic Execution. An executed copy and/or facsimile copy of this Agreement is and shall be deemed an original for all intents and purposes. The Parties further agree that signature pages of the Agreement may be exchanged via facsimile transmission or e-mail and that a facsimile or electronic signature of any of the Parties hereto shall be the same as an original.

19.8 Authority. Each of the Parties unconditionally and irrevocably represents, warrants and covenants that it has the authority and power to enter into and be bound by this Operating Agreement and that the person signing on its behalf is authorized to do so.

19.9 Titles. All section titles or captions contained in this Operating Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Operating Agreement. The Parties represent and warrant that they will take all steps reasonably necessary to effectuate, perform, enforce and evidence the provisions of this Operating Agreement.

19.10 Advice of Counsel/Interpretation. The Parties have sought advice from their respective counsel before executing this Agreement. In construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

19.11 Severability. If any provision of this Operating Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Operating Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

20. **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS OPERATING AGREEMENT, ANY ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS OPERATING AGREEMENT, ANY ASSIGNMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS OPERATING AGREEMENT OR ANY PERMITTED ASSIGNMENT OF IT.

[Signature Pages Follow]

Missouri law requires that all contracts entered into by a city be in writing and that the authority for such contracts must also be in writing. Specifically, Section 432.070, RSMo. provides:

No county, city, town, village, school township, school district or other municipal corporation shall make any contract, unless the same ***shall be within the scope of its powers*** or be expressly authorized by law, nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, ***shall be in writing and dated*** when made, and ***shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing***. (Emphasis added).

Accordingly, by signature set forth below, the City of Waynesville, Missouri, acting through its duly elected City Council Members, represents that this Operating Agreement is within the scope of its powers to enter, has authorized the City to make and enter into this Operating Agreement, and that said authorization and approval of the execution of this Operating Agreement appears in the certified Minutes of a public meeting held on the ____ day of _____, 202__ and referenced as City Ordinance _____.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement effective as of the date first set forth above.

CITY OF WAYNESVILLE, MISSOURI

By: _____
Dr. Jerry Brown, Mayor

I, _____, City Clerk of the City of Waynesville, Missouri do hereby attest and certify that Dr. Jerry Brown, Mayor of the City of Waynesville, has executed this Operating Agreement on behalf of the City of Waynesville with proper authority for the purposes herein acknowledged and stated on this ____ day of _____, 2021.

[Signature]

[Municipal Seal]

SHO-ME POWER ELECTRIC COOPERATIVE

By: _____
John T. Richards, CEO & General Manager

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public, personally appeared John T. Richards, the CEO & General Manager of Sho-Me Power Electric Cooperative, to me known to be the person described in and who executed the foregoing Operating Agreement, and acknowledged that he executed the same in his official capacity so noted, with proper authority, as the free act and deed of the Electric Cooperative, for the purposes therein stated.

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

Notary Public

[Notary Stamp]

(Print Name)

My Commission Expires:

Schedules Attached

SCHEDULE 1 – Sho-Me Work for Others Policy and Procedures (the “Policy”)

SCHEDULE 2 – Sho-Me Substation Inspection and Maintenance Program (the “Program”)

FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT ("Agreement") is made effective this ____ day of _____, 2021 by and between SHO-ME POWER ELECTRIC COOPERATIVE, a Missouri rural electric cooperative ("Sho-Me"), and the CITY OF WAYNESVILLE, MISSOURI, a municipality validly organized and existing under Missouri law (the "City"). Both Sho-Me and the City are referred to collectively herein as the "Parties".

WHEREAS, the City was an "all requirements" electric customer of Sho-Me Power Corporation, and its successor, Sho-Me Power Electric Cooperative, for many years, and due to the close proximity of the City to a Rural Electric Cooperative ("REC") member of Sho-Me, an electric distribution substation (the "Substation") was built by Sho-Me to be able to serve both the REC and the City;

WHEREAS, this dual service method enabled Sho-Me to serve both customers far more economically than by constructing dedicated facilities for each;

WHEREAS, the City no longer purchases electric power from Sho-Me, but instead contracts with the City's Power Supplier, the Missouri Joint Municipal Electric Utility Commission ("MJMEUC") for such power and delivery, and MJMEUC, in turn, contracts with Sho-Me and Associated Electric Cooperative, Inc. ("AECI") for transmission service to deliver the needed power to the City;

WHEREAS, at the time the joint use substation serving the City was originally constructed, it was interconnected to Sho-Me's 69,000 volt (69 kV) electric transmission system; however, that system has now been upgraded to a 161 kV system, thereby providing the City with a potential to interconnect with AECI for its electric power needs, even though AECI does not own the line serving the Waynesville substation, because AECI does have contractual rights to the use of all Sho-Me transmission lines operated at 161 kV;

WHEREAS, In 2019, Sho-Me prepared various options available to the City to make the method of power delivery to the City more economical, including (a) the City's construction of a new substation to interconnect with AECI directly, (b) performing an engineering study to establish a new method of allocating wheeling costs, or (c) changing the contractual relationships between the City, Sho-Me and MJMEUC so the City could contract directly with Sho-Me to provide the facilities necessary for the City to connect to AECI through a Facilities Use Agreement and a separate Operating Agreement whereby Sho-Me would continue to operate the facilities serving the City;

WHEREAS, after a course of negotiations and discussions on the alternatives developed, a collective decision was made between the City, Sho-Me, and MJMEUC to proceed with a plan that allows the City to directly contract with Sho-Me for power delivery through a Facilities Use Agreement and an Operating Agreement for such use, acknowledging that the Transmission Service Agreement between Sho-Me and MJMEUC would no longer require the City to be a party to that agreement under this new arrangement, but the City's agreement with MJMEUC for purchased power would remain; and

WHEREAS, the City and Sho-Me now desire to memorialize their understanding and the terms and covenants, each to the other, under the new agreements.

NOW THEREFORE, be it agreed between the Parties, in exchange for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, as follows:

1. **Facilities and Equipment Supplied by Sho-Me Power.** Sho-Me shall provide all electric facilities and equipment required for the transformation of electric power to be delivered to the City through the Waynesville Substation owned by Sho-Me (the “Facilities”)¹ in accordance with the terms of this Agreement. Should any Sho-Me owned Facilities fail or require repair and/or replacement, then Sho-Me shall timely make such repairs or replacements as necessary to restore and/or maintain electric service to the City, with the City only responsible for reimbursing Sho-Me for the labor associated with such work. Power supply to the City will be obtained by the City from its selected electric power generator supplier.

2. **Substation Upgrades.** The Substation was designed to utilize certain “dual use” equipment serving both the City and the REC and equipment designed for the City’s sole use. The equipment dedicated to the City was designed to serve a City load no larger than 22 megawatts (MW). Sho-Me agrees to complete Substation upgrades at its cost that will (a) increase the size of the transformer primarily serving the City to 37 MVA, and (b) upgrade the bus tie that currently exists between the City and the REC, with such upgrades triggered by the City reaching a peak of 19.3 MW (the “Substation Upgrades”). The City may request additional Substation upgrades beyond those referenced above, and if a request is so made, then Sho-Me will coordinate with the City on engineering plans and studies in order for the Parties to consider a potential amendment to this Agreement, each to negotiate in good faith with the other in that circumstance.

3. **Facility Use Charge.** The City shall pay to Sho-Me as an annual charge for the Facilities (“Facility Use Charge”) the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) with the first payment due on the date that Sho-Me provides service via the Facilities to the City under this Agreement, and on that same date each year through the term of this Agreement. When the Substation Upgrades described above are completed and the City has reached a peak load equal to or greater than 19.3 MW, the Facility Use Charge will be increased to the annual sum of Two Hundred Eighty-Five Thousand Dollars (\$285,000).

4. **Billing and Invoicing.** Billing and invoicing for sums due under this Agreement shall be timely issued by Sho-Me to the City with sufficient descriptive detail on all such charges due within ten (10) days after the end of each billing cycle, and shall be paid by the City within twenty-five (25) days of invoice. Interest on any amount that is past due shall accrue at a rate equal to one and a half percent (1.5%) per month. Should any tax, federal, state or local, in addition to such taxes as may now exist, be levied upon the service provided hereunder, such tax shall be paid by the party directly liable for the payment of same; however, City agrees not to impose any new tax on Sho-Me or the Facilities that does not already exist as of the date of this Agreement.

5. **Initial Term of Agreement.** The initial term of this Agreement shall be for a period of twenty-five (25) years, provided no Substation Upgrades are completed by Sho-Me based on the City’s then existing peak load. During this initial 25-year term, either party may terminate this Agreement provided a written notice is delivered to the other of such intent no sooner than two (2) years from the end of the initial term, nor later than one (1) year from the end of the initial term, otherwise this Agreement shall automatically renew for an additional 5-year term with two (2) additional automatic renewal terms of five (5) years each, unless, during any renewal period, either party provides the other

¹ With the exception of the City owned distribution feeder breakers and controls attached to Sho-Me’s low side distribution bay that exclusively serves the City. See Exhibit A.

with at least one (1) years' notice in advance of the then current term of their intention not to renew this Agreement.

6. **Adjustment of Term upon Substation Upgrades.** Should Substation Upgrades be required, then the term of this Agreement shall be extended an additional thirty-five (35) years from the completion and in-service use date of such Substation Upgrades, and the Facility Use Charge will be adjusted to the increased sum of \$285,000 as referenced above. During this 35-year subsequent term, either party may terminate this Agreement provided a written notice is delivered to the other of such intent no sooner than five (5) years from the end of the term, nor later than four (4) years from the end of the term, otherwise it shall automatically renew for an additional 10-year term, with two (2) additional automatic renewal terms of 10 years each, unless, during any renewal period, either party provides the other with at least one (1) years' notice in advance of the then current term of their intention not to renew this Agreement.

7. **Dual Use of Substation Permitted.** Sho-Me shall be allowed to continue the dual use of the Substation to serve its REC member at all times relevant herein. It is the intent of the parties that neither the City nor the REC "subsidize" the other in relation to the costs associated with the dual use of the Facilities. Accordingly, Sho-Me shall use its best efforts to ensure that the direct costs associated with REC's use of the Facilities are not paid by City, in whole or in part, and likewise, the direct costs associated with the City's use of the Facilities are not paid by the REC.

8. **Continuity of Service.** Sho-Me shall operate the Substation in accordance with good utility practice and shall not interrupt the delivery of electric power through the Substation and to the City for economic reasons, but Sho-Me reserves the right to curtail such service as a result of system reliability conditions, including but not limited to, outages and weather conditions causing excessive demands on Sho-Me's electric power system and/or the Facilities. Sho-Me shall not discriminatorily curtail service to the City through the Facilities and shall inform the City as soon as practicable of any curtailment of service to the City, and shall also provide the City periodic updates concerning the resumption of service should such events occur.

9. **Character of Service.** All electric energy delivered under this Agreement through the Facilities shall be of the character commonly known as three-phase, sixty cycle energy and shall be delivered at the nominal voltage and transformer capacity as set forth below:

Delivery Voltage	Transformer Capacity At 65° C (before Substation Upgrades)	Transformer Capacity At 65° C (after Substation Upgrades)
13.2 kV	22.4MVA	37.3MVA

10. **Indemnity**

10.1 Each Party, to the fullest extent permissible by law, shall indemnify, defend, and hold harmless the other Party, and such other Party's affiliates, directors, officers, agents, members, contractors, officials, and employees (collectively, "Indemnified Parties") from and against any claim, damage, cost, liability, expense, loss, and cause of action, including but not limited to any injury or death caused by contact with energized electrical lines and/or facilities, said indemnity to also include all

reasonable attorney's fees, expert fees, litigation expenses and costs, to the extent such claim, damage, cost, liability, expense, loss, or cause of action arises from such Party's performance of this Operating Agreement and/or the obligations contained herein, or is caused, in whole or in part, by such Party's acts or omissions to the extent allowed by law; provided, however, that neither Party shall indemnify or hold the other Party harmless from and against any claim, damage, cost, liability, expense, loss, and cause of action, including all reasonable attorney's fees, expert fees, litigation expenses, and costs to the extent such claim, damage, cost, liability, expense, loss, or cause of action arises solely from such other Party's own intentional and/or negligent acts or omissions or the negligent acts or omissions of any one or more Indemnified Parties claiming by or through such Party.

10.2 Each Party shall have the right, at its sole cost and discretion, to provide for its own defense to whatever extent such Indemnified Party deems necessary to protect its own interest or that of other Indemnified Parties and shall cooperate fully with the other Party in any such indemnity claim participation or proceeding.

10.3 Nothing in this Section 10 shall be construed as waiver of the City's sovereign immunity.

11. **Limitation of Liability.** Except for indemnification pursuant to Section 10 above or a violation of applicable law, neither party shall be liable to the other, or any of their respective agents, officials, directors, members, representatives, contractors, or employees, for any special, indirect, incidental, punitive, or consequential loss or damage, including any lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The obligations of this Section shall survive the expiration or other termination of this Agreement.

12. **Termination of Agreement for Default.**

12.1 If City fails to comply with any of the terms and conditions of this Agreement or any other written agreement between the Parties and related to the Facilities, and fails within thirty (30) days after the date written notice is received by City to correct such noncompliance or default, Sho-Me may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Agreement.

12.2 Notwithstanding the provisions of Section 12.1 above, Sho-Me may immediately terminate this Agreement for failure to cure a monetary default hereunder, or a monetary default in any other written agreement between the Parties and related to the Facilities, within fifteen (15) days after the date written notice is received by City to correct such monetary default.

12.3 If Sho-Me fails to comply with any of the terms and conditions of this Agreement, and fails within thirty (30) days after the date written notice is received by Sho-Me from City to correct such non-compliance or default, City may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Agreement.

12.4 Nothing contained herein, however, shall be construed to preclude either party from pursuing any other remedy provided by law for the collection of any indebtedness or enforcement of any obligation or covenant under this Agreement.

13. **Limited Right of Access to Facilities.** Nothing in this Agreement is intended nor shall it give City or any of its contractors, agents, or employees, permission to access to the Facilities without notifying Sho-Me in advance of their entry into the Waynesville substation. The Parties acknowledge the extreme risk of danger associated with the Facilities, the presence of video surveillance and security alarms to alert Sho-Me of any unauthorized entry into the substation to interrogate and maintain the City owned distribution feeder breakers and controls.

14. **Force Majeure.**

14.1 Neither Party shall be liable or responsible to the other party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate electric power or electric transmission facilities; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

14.2. The Impacted Party shall give notice of the Force Majeure Event as soon as practicable to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

15. **Service of Notices.** Any notice required or provided for in this Agreement shall be in writing and shall be mailed by certified mail, postage prepaid, return receipt requested. Notice shall be effective on the date delivered.

To Sho-Me:

SHO-ME POWER ELEC. COOPERATIVE
CEO & General Manager
P.O. Drawer D
Marshfield, MO 65706

to City:

CITY OF WAYNESVILLE
c/o _____
100 Tremont Center
Waynesville, MO 65583
With Copy To:

16. ***Disputes.***

16.1 General

Any controversy or claim (except any claim for damages because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, and except any claim for damages because of damage to or destruction of property) arising out of, or relating to this Agreement or its breach which may arise between the City and Sho-Me, and which is not resolved by the authorized representatives of the parties, shall be noticed in writing by the complaining party as provided in Section 15 Service of Notices above. Such controversy or claim shall subsequently be reviewed and discussed between the Sho-Me, or its legal counsel designee, and the City, or its legal counsel designee, as a condition precedent to any litigation or submittal to any other governing authority with proper jurisdiction to provide legal relief of the dispute.

16.2 Expenses

The prevailing party in any controversy or claim between Sho-Me and the City shall be entitled to recover from the other party, in addition to any other recovery awarded, reasonable attorneys' fees, litigation expenses, expert witness fees and expenses, court costs, and/or arbitration expenses (should the parties agree to arbitrate the matter) through the appellate process and actually incurred by such prevailing party in connection with or incident to the controversy or claim.

17. ***Operating Agreement for Facility Use.*** The Parties shall enter into a separate operating agreement that will govern and concern the operation of the Facilities by Sho-Me and the provision of ancillary services related thereto. It is the intent of the parties that the operating agreement be tethered to this Agreement such that should this Agreement be validly terminated, then the operating agreement shall also be terminated. A copy of the form operating agreement is attached hereto as **EXHIBIT B**.

18. ***Miscellaneous.*** This Agreement is made and entered into in the State of Missouri and shall in all respects be interpreted, enforced and governed pursuant to and under the substantive and procedural laws of the State of Missouri. This Agreement shall be enforced in the Circuit Court of Greene County, Missouri and it sets forth all understandings between the Parties related to its subject matter with recitals deemed express covenants herein. This Agreement shall inure to the benefit and burden of each of the Parties and each and all of their respective successors, affiliates, representatives, agents and assigns, and any and all other persons and entities now, heretofore or hereafter having any involvement or interest whatsoever with respect to the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be effective or binding unless executed in writing by the Parties, nor shall this Agreement be assigned without the express written consent of the other party which shall not be unreasonably withheld. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any one waiver constitute a continuing waiver. No waiver shall be effective or binding unless executed in writing by the party making and burdened by such waiver. This Agreement may be executed in one or more duplicate original counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same instrument. Facsimile or PDF signatures and copies shall be valid as originals. Each of the Parties unconditionally and irrevocably represents, warrants and covenants that it has the authority and power to enter into and be bound by this Agreement and that the person signing on its behalf is authorized

to do so. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement. The Parties represent and warrant that they will take all steps reasonably necessary to effectuate, perform, enforce and evidence the provisions of this Agreement. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

WAIVER OF JURY TRIAL

EACH PARTY HERETO WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, ANY ASSIGNMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY PERMITTED ASSIGNMENT OF IT.

[Signature Pages Follow]

Missouri law requires that all contracts entered into by a city be in writing and that the authority for such contracts must also be in writing. Specifically, Section 432.070, RSMo. provides:

No county, city, town, village, school township, school district or other municipal corporation shall make any contract, unless the same ***shall be within the scope of its powers*** or be expressly authorized by law, nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, ***shall be in writing and dated*** when made, and ***shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing.***

Accordingly, by signature set forth below, the City of Waynesville, Missouri, acting through its duly elected City Council Members, represents that this Operating Agreement is within the scope of its powers to enter, has authorized the City to make and enter into this Operating Agreement, and that said authorization and approval of the execution of this Operating Agreement appears in the certified Minutes of a public meeting held on the ____ day of _____, 202____ and referenced as City Ordinance _____.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement effective as of the date first set forth above.

CITY OF WAYNESVILLE, MISSOURI

By: _____
Dr. Jerry Brown, Mayor

I, _____, City Clerk of the City of Waynesville, Missouri do hereby attest and certify that Dr. Jerry Brown, Mayor of the City of Waynesville, has executed this Operating Agreement on behalf of the City of Waynesville with proper authority for the purposes herein acknowledged and stated on this ____ day of _____, 2021.

[Signature]

[Municipal Seal]

SHO-ME POWER ELECTRIC COOPERATIVE

By: _____
John T. Richards, CEO & General Manager

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public, personally appeared John T. Richards, the CEO & General Manager of Sho-Me Power Electric Cooperative, to me known to be the person described in and who executed the foregoing Operating Agreement, and acknowledged that he executed the same in his official capacity so noted, with proper authority, as the free act and deed of the Electric Cooperative, for the purposes therein stated.

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

Notary Public

[Notary Stamp]

(Print Name)

My Commission Expires:

Exhibits Attached

EXHIBIT A – Picture of Waynesville substation with City owned equipment highlighted

Exhibit B – Form Operating Agreement (Facility Use Ancillary Services)

ECONOMIC DEVELOPMENT and GOVERNMENTAL AFFAIRS
COMMITTEE MEETING
SUMMARY
May 4, 2021

In Attendance:

Committee: Chairman Bill Farnham, Councilman Rob Rice, Councilman Michael Curtis

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

Guests: Sean McGrath, Kate Shoemaker

- Meeting called to order at 5:00pm. No citizen comments.
- Motion was made to amend the agenda to elect a new Committee Chairman and to approve the meeting minutes. Motion made. Motion seconded. Motion passed. Meeting minutes from April 6, 2021 approved. New Committee Chairman elected.
- Bird Scooters- Bird is a dockless electric micro-mobility vehicle sharing company. The company is interested in bringing scooters to Waynesville. Bird's mission is to make cities more livable and bring communities together by providing an affordable, environmentally-friendly transit alternative. Bird can launch and operate at no cost at all to the city. Riders must be at least 18 years old with a valid driver's license to use scooters. Safety is Bird's top priority. Riders are charged a \$1 unlock fee, as well as a per minute rate. Scooters are capped at around 15mph. New riders must download the Bird app in order to use scooters. Committee discussed the information that was provided. Mr. Doyle stated that he would be in contact and is hopeful to get Bird started in Waynesville.
- Municipal Code Update- Title 1- Government Provisions- Chapter 100-150- The goal is to update title 1 of the Municipal Code and upload to City website which would be of value to citizens. Once uploaded to website we are still able to make corrections as needed since it would be a working document. Motion made to move forward with uploading to city website. Motion seconded. Motion passed.
- Business Spotlight- May- Rocky Top Pets, June- Drachenfutter, July- Shelter Insurance, August- Swensons Auto Service
- Special Events- Uncommon Brother Hood- No Child Goes Hungry event at Waynesville City Park- May 22, 2021- 12pm to 7pm. Route 66 Art Gallery- Second Saturday Art Show- May 8, 2021 9am to 2pm. Chaland's All Dogs Academy- Waynesville City Park- May 22, 2021- 10am to 3pm. Cave State Cruisers- July- TBD.

There was a need for a closed session. Committee entered closed session at 5:55pm.

Committee returned to open session at 6:20pm.

Having no further business, the meeting adjourned at 6:20pm.

Next scheduled meeting will be held on June 1, 2021 at 5:00pm

EMERGENCY SERVICE AND POLICE

COMMITTEE MINUTES

May 18, 2021

In Attendance:

Members: Chairman Sean Wilson, Councilman Clarence Liberty, Councilman Michael Curtis

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

Guests: Mayor Brown, Darrell Maurino, Doug Yurecko, Kerstin Ellis

- **Call to Order and Citizen Comments:** Meeting called to order at 3:30pm. Kerstin Ellis, Director for Drury GO in Rolla spoke about the FAST-track program that offers financial aid that covers full tuition and fees. This grant addresses workforce needs by helping adults pursue a certificate, degree or industry-recognized credentials in an area designated as high need. Mrs. Ellis also stated that there is a Badge to Bachelor's program that anyone who has graduated from a police academy can qualify for.
- **Appoint Committee Chairman-** Motion was made and seconded to appoint Councilman Wilson as the new committee chairman. **Motion passed.**
- **Approval of minutes- April 8, 2021-** Meeting minutes approved.
- **Bird Scooters-** Bird is a dockless electric micro mobility vehicle sharing company that sought out Waynesville and is interested in bringing a small fleet of scooters to our city. Currently discussing options of placing scooters in the City park and downtown area. Committee is in favor for moving forward.
- **Grant Updates-** Police Department has received the VISTA in car camera that will be fully reimbursed through a grant in the amount of \$5,020. Also received two stalker dual radars that will be reimbursed through a grant in the amount of \$5,848.
- **Police Department Updates-** No updates other than the information about the grants.
- **Other Business**
 - **Storm Sirens Meeting- May 13, 2021-** Mr. Doyle discussed the storm sirens meeting that was held with Bruce Fischer from Blue Valley Public Safety. At one time the City had storm sirens that came from Fort Leonard Wood. These sirens became inoperable and were removed. The City is currently looking into providing the community with new sirens. Storm sirens are not meant to be heard inside a home but outside with an audible level of 70 decibels. The goal is to obtain grant monies in order to pay for the sirens. One siren cost \$20,719. The City would like to install a minimum of 3. Committee is in favor.
 - **Job Fair- May 13, 2021-** Job fair was held at the St Robert Community Center on May 13. There was very little attendance. The plan is to hold another Job Fair towards the end of summer. Details to come.

There was a need for a closed session. Committee entered closed session at 4:14pm.

Committee entered back into open at 4:55pm.

Having no further business, meeting adjourned at 4:55pm.

Next meeting is scheduled for June 10, 2021 at 3:30pm.

ROADS & GROUNDS COMMITTEE MEETING
May 6, 2021 4:00pm

In Attendance:

Members: Councilman Bill Farnham, Councilwoman Amanda Koren

City Staff: John Doyle, Miriam Jones, Michele Brown, Tracey York, Jason Chapman, Mayor Jerry Brown

Guests: Darrell Maurino

Absent: Councilman Michael Curtis

- **Call to Order & Citizen Comments** – Meeting called to order at 4:00pm. No citizen comments.
- **Elect Committee Chairman-** Motion was made to elect Councilman Farnham to be the new Committee Chairman. Motion seconded. Motion passed.
- **Approval of Minutes-** Motion was made and seconded to approve the meeting minutes from April 1, 2021.
- **Bird Scooters-** Bird is a dockless electric micro mobility vehicle sharing company that sought out Waynesville and is interested in bringing a small fleet of scooters to our city. Bird's mission is to make cities more livable and bring communities together by providing an affordable, environmentally-friendly transit alternative. There would be certain areas in the City allocated for the scooters to travel. The company has also spoke with Saint Robert. If City Council approves, this could be a great thing for our park.
- **Legality of Traffic Speed Bumps/Humps in Missouri-** At the previous Roads and Grounds committee meeting there was discussion on the legality of traffic speed bumps/humps in our City park. During summer months we would like to place these at the entrances to the park to encourage a slower speed. The speed bumps/humps would be removable and removed after Labor Day. City Attorney was contacted to review the City's usage of speed bumps/humps and it is legal to have them.
- **Street Department Updates-** The street department assisted and hauled creek gravel for the new French drains that were installed in the fields at the city park, painted parking spots at the Farmers Market, repaired the city's bushhog and filled in potholes.
- **Pending Projects:**
 - Snow Routes-** Mr. Doyle would like to have our snow routes in place by October/November timeframe and coordinate with the Schools snow routes.
 - Crosswalks-** Due to city laying out parking differently downtown to allow for more parking there is a need for additional crosswalks to accommodate pedestrian traffic.
 - Glenda Dr. Bridge-** Glenda Dr Bridge is an old bridge that is not safe for vehicle travel. Residents of Glenda Dr would like to utilize it for a pedestrian bridge and bike path. Mr. Doyle stated that he will contact MODOT to provide an inspection and bring back an update once received.
- **Other Business:**
 - North Street Culvert-** Mr. Doyle stated that he received a phone call to check out the old police station. The building has settled and sunk in on the side of the road that runs through behind sidewalk to yard. Going to run sewer camera under to determine what the issue is.
 - DMV Parking Lot Lights-** There were questions on who is responsible for the lights that are always on at the back of the DMV parking lot. Lights belong to a resident that lives behind it and he has the lights hooked to his power therefore, not an issue.

- Mr. Doyle stated that with new Councilmembers on the Roads and Grounds Committee there is a need to move the meeting back to 5:00pm to allow additional time for members to be able to make it to the meeting. Chairman Farnham made a motion to change meeting time to 5:00pm. Councilwoman Koren seconded the motion. Motion passed.

Having no further business, the meeting was adjourned at 4:47pm.

The next scheduled meeting will be held on June 3, 2021 at 5:00pm

Finance & Human Resources Committee
Summary of Open Session Minutes
May 13th, 2021

Members Present: Councilman Cecil Davis, Councilman Ed Conley, Councilman Amanda Koren

Staff Present: John Doyle, Michele Brown, & Tracey York

Guests via ZOOM: Martin Ghafoori (Stifel), Mark Spykerman (Gilmore Bell), Aaron Espinosa & Josh Devours (Citizen's Bank)

Media: Pulaski County Daily News (Darrell Maurina)

Committee was called at order

No Citizen Comments

Committee elected Cecil Davis as Chairman.

Minutes were approved

Committee approved paying the bills

Committee reviewed the City's cash flow reports, bank account status, and YTD Budget. The City has completed 33.3% of the Fiscal Year with expenses tracking at 34% and revenues tracking at 39%.

Committee approved updating the City bank accounts to add the new Finance Chairman, Cecil Davis, as a signatory and remove previous Chairman, Clarence Liberty. Committee also approved the removal of prior Utility Chairman, Michael France from the utility accounts.

Mr. Ghafoori and Mr. Spykerman updated the Committee on the 2021 Certificates of Participation including the schedule of events. Committee forwarded an Ordinance Authorizing the City of Waynesville, Missouri, to enter into a lease purchase transaction, the proceeds of which will be used to pay the costs of certain projects and prepay any outstanding lease obligations of the City; and authorizing the execution of certain documents and actions in connections therewith.

Committee discussed community organization support of Sustainable Ozarks Partnership (SOP)/ Leonard Wood Institute (LWI), and Pulaski County Growth Alliance (PCGA). Mr. Doyle will draw up a plan to review at Mid-year budget time in June.

Committee forwarded the Title I – Code to City Council for final approval.

City forwarded the Sho-Me Power agreement to City Council for final approval.

Mr. Doyle updated committee on the COUSA reimbursement check for 2021 for the amount of \$10,000 that was received this week.

Committee reviewed a copy of the survey that was sent to citizens with their utility bills this month and reviewed several that have already been completed and submitted back.

The City participated in the Pulaski County Job Fair that was being held at the same time as this committee meeting. Ms. Jones, Mr. Shelden, and Mr. Eldredge were all at the event to recruit applicants for open city positions.

City staff will begin mid-year budget reviews over the next weeks, and budget amendments will be prepared for review at the June Finance Committee meeting.

There was a need for closed session.

Committee returned to open session

Committee adjourned

Next meeting will be held on June 10th, 2021 at 5:00pm

**AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE AN AMENDMENT TO THE MOGAS PIPELINE, LLC
TRANSPORTATION RATE AGREEMENT FOR NATURAL GAS SERVICE;
FIXING AN EFFECTIVE DATE**

WHEREAS, on May 7th, 2019 the City Council of the City of Waynesville entered into an agreement with MoGas Pipeline, LLC regarding reservation rates for Natural Gas service; and

WHEREAS, both parties desire to amend the agreement to lower the cost of the reservation rate for natural gas supplied to the City by MoGAS Pipeline, LLC.

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", a supplemental agreement to the Settlement Agreement, approved through Ordinance No. 2363, with MoGAS Pipeline, LLC to lower the reservation rate for Natural Gas supplied to the City of Waynesville.

Section 2. All ordinances or parts of ordinances therefore enacted which are in conflict are hereby repealed.

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

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20TH DAY OF MAY, 2021.

Dr. Jerry Brown, Mayor

ATTEST:

Michele Brown, City Clerk

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-WAY-1007a
Agreement Dated 01/01/2022

This Firm Service Transportation Agreement ("Agreement"), is made and entered into between MoGas Pipeline LLC, a Delaware limited liability company ("Transporter") and the party identified as Shipper in this Agreement.

In consideration of the promises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FT and Transporter's General Terms and Conditions, Transporter agrees to receive, transport and deliver on a firm basis thermally equivalent volumes of gas, adjusted for the Fuel and Gas Loss Retention Quantity, up to the Maximum Daily Quantity (MDQ).

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective and continue in effect as set forth herein. If renewable following the primary term, this Agreement may be terminated by either party upon prior written notice.

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered hereunder at rates filed under Transporter's Rate Schedule FT and as the same may be revised and changed. The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed for that service unless Shipper and Transporter have otherwise agreed in writing. The rates charged Shipper for firm transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Rate Schedule FT and of Transporter's General Terms and Conditions on file with the Federal Energy Regulation Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE IV RECEIPT POINT(S) AND DELIVERY POINT(S)

Natural gas to be received for the account of Shipper hereunder shall be received on the outlet side of the measuring station(s) at or near the point(s) of receipt, as specified in Appendix A.

Natural gas to be delivered for the account of Shipper hereunder shall be delivered on the outlet side of the measuring station(s), if any, at or near the point(s) specified in Appendix A.

Additional information concerning receipt and delivery points is set forth on Appendix A to this Agreement which is incorporated herein by reference.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-WAY-1007a

Agreement Dated 01/01/2022

Page 2

ARTICLE V QUALITY

All natural gas tendered for transportation to Transporter for the account of shipper at the Receipt Point(s) shall conform to the quality specifications set forth in the General Terms and Conditions, as revised from time to time. Transporter may receive gas not conforming to the quality specifications if treatment facilities on Transporter's system will bring such gas into conformance with the quality specifications. Transporter may refuse to receive on a non-discriminatory basis any gas for transportation which does not meet such quality specifications and will not be treated to meet the quality specifications.

ARTICLE VI ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

ARTICLE VII INTERPRETATION AND MODIFICATIONS

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Missouri.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm transportation agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to deliver the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter; and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-WAY-1007a
Agreement Dated 01/01/2022

Page 3

ARTICLE X SPECIFIC INFORMATION

Firm Transportation Service Agreement between MoGas Pipeline LLC
("Transporter") and City of Waynesville ("Shipper").

Contract Number FRM-WAY-1007a Effective Date 01/01/2022

Primary Term 8 years

Renewal Term-month to month ____ No ____X____ Other:

Termination Notice see section 7.22 of the General Terms and Conditions of the MoGas
Tariff.

Right of First Refusal: Yes

Transporter MoGas Pipeline LLC
329 Josephville Road
Wentzville, Missouri 63385

Shipper City of Waynesville
601 Historic Route 66 W
Waynesville, MO. 65583-2597

Maximum Daily Quantity: 1,125 Dth per day

The rate charged will be the maximum transportation rate unless otherwise agreed to in
writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
signed by their Presidents or Vice Presidents as duly authorized officers, the day and
year first above written.

Effective Date: 01/01/2022

MoGas Pipeline LLC

By: _____
Name: Cy Zebot
Title: SVP, MoGas Pipeline, LLC

City of Waynesville

By: _____
Name: _____
Title: _____

APPENDIX A
Contract No. FRM-STR-1007a
Agreement Dated 01/01/2022

To the Firm Transportation Service Agreement between MoGas Pipeline LLC ("Transporter") and City of Waynesville ("Shipper"), Contract Number FRM-STR-1007a . City of Waynesville's contract # 1007 is terminated on 12/31/2021.

Point of Receipt	Meter No.	Maximum Receipt Pressure	Maximum Daily Receipt Quantity	Provision for Incre. Facility
MRT	91030	n/a	-0-	No
PEPL	05237	n/a	1,125	No
REX	44936	n/a	-0-	No

Quality Waivers: No

Point of Delivery	Meter No.	Maximum Daily Delivery Quantity	Priority Date	Provision for Incre. Facility
Waynesville	570	1,125		No

Transport Negotiated Rate

The contract MDQ of 1,125 Dth will be provided at a reservation rate of \$28.53/Dth/month.

This Appendix A supersedes and cancels any previously effective Appendix A to this Firm Transportation Service Agreement.

Effective Date: 01/01/2022

MoGas Pipeline LLC

By: _____
Name: Cy Zebot
Title: SVP, MoGas

City of Waynesville

By: _____
Name: _____
Title: _____

**A RESOLUTION OF THE CITY OF WAYNESVILLE TO SUPPORT A
LETTER OF INTENT WITH HYLMEN, LLC.
TO PURCHASE THE INDUSTRIAL PARK SPECULATIVE BUILDING**

WHEREAS, the City of Waynesville has constructed a Speculative Building in the City's Industrial Park in order to bring new business and economic growth to our community; and

WHEREAS, Hylmen, LLC has submitted a Letter of Intent to purchase the Speculative Building for the growth, cultivation and selling of medical marijuana; and

WHEREAS, the City Council of the City of Waynesville accepts the Letter of Intent from Hylmen, LLC, to purchase the Speculative building in accordance with the purchase option agreed upon by both parties.

NOW, THEREFORE BE IT RESOLVED, that the City Council votes in favor of accepting a Letter of Intent with Hylmen, LLC to purchase the Speculative Building located within the City's Industrial Park.

The Letter of Intent is attached hereto as "Exhibit A" and made a part of this resolution.

The City Council also agrees that the Mayor and/or City Administrator is authorized to execute any and all documents on behalf of the City of Waynesville relating to this project.

PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE THIS 20th DAY OF MAY, 2021.

By: _____
Dr. Jerry Brown, Mayor

ATTEST:

Michele Brown, City Clerk



Letter of Intent

RE: Speculative Building Purchase

Proposal Date: April 30, 2021

Background: A potential new business is interested in the speculative building located within our Industrial Park. On Friday April 23rd, 2021, the partners met with Waynesville City Administrator – John Doyle and Administrative Assistant – Miriam Jones to discuss the purchase of the building and corresponding Lot 4 of the Industrial Park. The intended use for the building would be for the growing, cultivation and selling of medical marijuana.

Proposed Purchase Option (36-month agreement)

- Deferred payment for the first 6 months
- \$4,000 per month for the next 30 months
- Balloon payment for remaining balance at the end of the 36-month.
- Agreed Purchase Price
 - Speculative Building and Lot 4 \$859,000
 - Est. 5% interest Compounding quarterly

Payment Details

Item Description	Amount/Rate
Cost of Building	\$859,000
Interest Rates (Compounded quarterly)	5%
6 months deferred payment	
Monthly Payment (30 months)	\$4,000
Total Interest Paid	\$127,122.53
Total Principal & Interest	\$986,122.53
Final/Balloon Payment	\$846,122.53

John C. Doyle

Waynesville City Administrator- John Doyle

Date: 5/5/21

Shawn W. Vaught

Shawn Vaught – Hylmen, LLC

Date: 05/12/2021

**AN ORDINANCE AMENDING TITLE I OF THE MUNICIPAL CODE OF THE CITY OF WAYNESVILLE
REGARDING GOVERNMENT PROVISIONS AND APPROVING THE 2021 CODIFICATION OF ORDINANCES;
FIXING AN EFFECTIVE DATE**

WHEREAS, upon review, the City staff have found it necessary to modify and amend Title I of the Codification of Ordinances to reflect current personnel and city official provisions and bring the City into compliance with Missouri State Statute; and

WHEREAS, the City's Municipal Code book was last codified in March of 2010; and

WHEREAS, the City has contracted with Municode, a codification and document management company, to amend the City's Municipal Code Book by all pertinent ordinances passed from April 1, 2010 until April 1, 2021; and

WHEREAS, the City Council of the City of Waynesville wishes to amend Title I and approve the 2021 codification of the City Municipal Code Book.

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

Section 1. That "Title I" of the Municipal Code of the City of Waynesville is repealed.

Section 2. A new "Title I", is hereby enacted according to "Exhibit A", which is attached to and made a part of, this ordinance.

Section 3. The Code titled "Code of Ordinances, City of Waynesville, Missouri" or "Waynesville Municipal Code", consisting of Chapters 100 through 760, each inclusive, is adopted.

Section 4. It is declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of the Code, since the phrases, clauses, sentences, paragraphs and sections would have been enacted by the City Council without the incorporation in the Code of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 5. Whenever any ordinance or part of an ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, the ordinance or part of an ordinance thus repealed or modified shall continue in force until the ordinance repealing or modifying such ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under any ordinance prior to its repeal shall in any way be affected, released or discharged, but may be prosecuted, enjoyed and recovered as fully as if such ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 6. The City Clerk or his/her designated representative, shall add to or amend the Code when ordinances are passed in such form as to indicate the intention of the City Council and to make the same

a part of the Code referencing the additions and amendments.

Section 7. The City Clerk shall prepare and print supplements to this Code whenever authorized or directed by the City Council and shall update the digital version of the Code, accessible by the general public, in order for the Code to be current through the date of adoption of the latest ordinance included in the supplement.

- A. A supplement to the Code shall include all substantive permanent and general parts of ordinances passed by the City Council or adopted by initiative and referendum during the period covered by the supplement and all changes made thereby in the Code. The pages of a supplement shall be so numbered that they will fit properly into the Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the Code will be current through the date of the adoption of the latest ordinance included in the supplement.
- B. In preparing a supplement to this Code, all portions of the Code which have been repealed shall be excluded from the Code by the omission thereof from reprinted pages.
- C. When preparing a supplement to this Code, the City Clerk may make formal, nonsubstantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:
 - 1. Organize the ordinance material into appropriate subdivisions;
 - 2. Provide appropriate catchlines, headings and titles for sections and other subdivisions of the Code printed in the supplement and make changes in such catchlines, headings and titles;
 - 3. Assign appropriate numbers to sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing section or other subdivision numbers;
 - 4. Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this division," etc., as the case may be, or to "sections ____ to ____" (inserting section numbers to indicate the sections of the Code which embody the substantive sections of the ordinance incorporated into the Code); and
 - 5. Make other nonsubstantive changes necessary to preserve the original meaning of ordinance sections inserted into the Code; but in no case shall the City Clerk make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the Code.

Section 8. It shall be unlawful for any person in the City to change or amend, by additions or deletions, any part or portion of this Code or to insert or delete pages or portions thereof or to alter or tamper with this Code in any manner whatsoever which will cause the law of the City to be misrepresented thereby.

Section 9. Nothing contained in this ordinance by adopting this Code shall be construed to repeal or otherwise affect the following:

- A. Any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of the ordinance adopting this Code;
- B. Any ordinance promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness, or any contract or obligation assumed by the city;
- C. Any ordinance fixing salaries or other compensation of officers, employees or special counsel of the city not inconsistent with such Code;
- D. Any appropriation ordinance;
- E. Any right or franchise granted by the city council to any person, firm or corporation;
- F. Any ordinance dedicating, naming, establishing, locating, relocating, opening, closing, paving, widening, vacating, or in any way affecting any street or public way in the city;
- G. Any ordinance establishing and prescribing the street grades of any street in the city;
- H. Any ordinance providing for local improvements or assessing taxes therefor;
- I. Any ordinance dedicating or accepting any plat or subdivision in the city;
- J. Any ordinance establishing traffic regulations for specific streets or portions thereof, not inconsistent with the Code;
- K. Any ordinance annexing property to the city;
- L. Any zoning ordinance of the city;
- M. Any ordinance levying taxes, not in conflict or inconsistent with the provisions of the Code;
- N. Any ordinance fixing utility rates and charges.

Such repeal shall not be construed to revive any ordinance or part of an ordinance which is repealed by the Code.

Section 10. The provisions of Section 3 to Section 9 shall be incorporated into the Waynesville Municipal Code.

Section 11. This ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20th DAY OF MAY, 2021.

Dr. Jerry Brown, Mayor

ATTEST:

Michele Brown, City Clerk

EXHIBIT A

TITLE I. GOVERNMENT PROVISIONS

CHAPTER 100

CHAPTER 100: GENERAL PROVISIONS

Article I – Construction of Code

100.001	General Definitions
100.002	Incorporation of State and County Laws
100.003	Headings
100.004	Designation
100.005	Ordinances not included in This Code
100.006	General Repealer
100.007	Severability

Article II – Municipality

100.010:	City of the Third Class
100.020:	RESERVED
100.030:	RESERVED
100.040:	RESERVED
100.050:	RESERVED
100.060:	General Penalty
100.070:	Continuity of Government

ARTICLE I

CONSTRUCTION OF CODE

Editor's Note—For purposes of classification, the provisions formerly set out as Title VII, Ch. 700, §§ 700.010–700.040, Ch. 705, §§ 705.010, 705.020, and Ch. 710, § 710.010, have been renumbered and included herein as Art. I, §§ 100.001–100.007, at the editor's discretion.

100.001: GENERAL DEFINITIONS

- A. Whenever the word "person" is used, that word shall include, when appropriate, an individual person, or any firms, association, company, corporation, or any other group of persons operating together or any other legal entity.
- B. Whenever the singular is used, it shall include the plural.
- C. Whenever the masculine gender is used, it shall include the feminine gender.
- D. Whenever the word "City" is used that word shall mean the City of Waynesville.

100.002: INCORPORATION OF STATE AND COUNTY LAWS

- A. Whenever reference is made to any law of the State of Missouri, then, unless otherwise provided, such reference shall be prospective.
- B. Whenever reference is made to any ordinance of Pulaski County, then, unless otherwise provided, such reference shall be prospective, and any specification of Chapter or Section in the Revised Ordinances of Pulaski County shall be for convenience only, and shall not indicate any intention that the reference shall not be prospective.

100.003: HEADINGS

The headings of Sections, Chapters and Titles are intended merely as guides and not as part of this Code for purposes of interpretation or construction.

100.004: DESIGNATION

This Code shall be known as the Municipal Code of the City of Waynesville, and the word "Code", when used in any Title, Chapter or Section of this Code, shall mean the Municipal Code of the City of Waynesville.

100.005: ORDINANCES NOT INCLUDED IN THIS CODE

The adoption of this Code shall not of itself be deemed to repeal any specific ordinance fixing boundaries, granting franchises, providing for the employment of officials or employees of the City, setting tax rates, providing for specific salaries of the City, setting tax rates, providing for specific

salaries not provided for in this Code, establishing election or other special districts within the City, calling for any election, or approving subdivision plats, or, accepting dedications or other easements or property interest.

100.006: GENERAL REPEALER

All ordinances of the City other than those set forth in Section 100.005, whether or not they are inconsistent with any provisions of this Code, are hereby repealed.

100.007: SEVERABILITY

The Sections, paragraphs, sentences and clauses of this Code are severable and if any Section, paragraph, sentence or clause of this Code is severable and if any Section, paragraph, sentence or clause of this Code is declared to be unconstitutional by a court of competent jurisdiction, such unconstitutionality shall have no effect upon any of the remaining Sections, paragraphs, sentences or clauses of this Code.

ARTICLE II

MUNICIPALITY

100.010: CITY OF THE THIRD CLASS

On the 3rd day of June, 1931, the City of Waynesville was incorporate as a City of the Fourth Class under the laws of the State of Missouri. On the 6th day of April, 1971, the City of Waynesville changed status from a City of the Fourth Class to a City of the third Class and maintains that status under the laws of the State of Missouri at the present time. [Ord. No. 33: Ord. No. 293]

100.020: RESERVED

Editor's Note—For purposes of classification, the provisions formerly set out as Title I, Ch. 00, § 100.020 has been renumbered and included herein as Title I, Ch. 135, Art. I, §§ 135.020, at the editor's discretion.

100.030: RESERVED

Editor's Note—For purposes of classification, the provisions formerly set out as Title I, Ch. 00, § 100.030 has been renumbered and included herein as Title I, Ch. 135, Art. I, §§ 135.030, at the editor's discretion.

100.040: RESERVED

Editor's Note—This section previously pertained to Deferred Compensation and has been omitted due to change in policy.

100.050 RESERVED

Editor's Note—For purposes of classification, the provisions formerly set out as Title I, Ch. 00, § 100.050 has been renumbered and included herein as Title I, Ch. 135, at the editor's discretion.

100.060. GENERAL PENALTY¹

- A. Any person convicted of violating any provision of the Municipal Code of the City of Waynesville, including provisions which do not prescribe the punishment for violation thereof and provisions which prescribe a different punishment for violation thereof, shall, for each such conviction, suffer a penalty of a fine not more than \$500.00 or imprisonment in the City Jail for not more than ninety (90) days, or by both such fine and imprisonment.
- B. Any person convicted having failed to perform that which he was required to do by the provisions of any of the ordinances of the City of Waynesville shall be punished in the same manner and to the same extent as set forth in Subsection (A) hereof.
- C. Notwithstanding the provisions of Subsection (A)(B) of this Section, if the penalty for an offense is fixed by any Statute of the State of Missouri then the same penalty shall apply for conviction of violation of any ordinance of the City of Waynesville for the same offense., [Ord. No. 384 §3-5]

1. Editor's Note: For provisions regarding fines and court costs for minor traffic violations, see Ch. 125, Municipal Court, Art. II

100.070: CONTINUITY OF GOVERNMENT

- A. This Section shall be known as the *Continuity of Government Succession Ordinance of the City of Waynesville, Missouri*.
- B. The Continuity of Government Program is based upon the premise that all civil government must continue to function effectively should the United State be attacked. In order for government to function, it is necessary that there be duly authorized persons to operate it, and if for any reason, such as injury or absence, any elected or appointed officer is unavailable, those designated below should perform the duties of the one he/she is to succeed.
- C. This plan must be self-executing. There should be no need for post attack action by an appointing official.
- D. This Section should provide for:
 - 1. Pre-determined automatic interim succession to office.
 - 2. Sufficient depth of succession.
 - 3. Provision for all contingencies which would require succession, such as absence or inability to act.
 - 4. The emergency interim successor should obtain neither title nor tenure. He/She would be relieved by the return of the incumbent.
- E. Therefore, the City of Waynesville designated the following to succeed in event of unavailability of the City Administrator or Mayor:

Elected Officials
Mayor Pro Tem
Councilmen

Appointive Officers

City Clerk

Chief of Police

[Ord. No. 211 §§1-5, Ord. No. 619 §§ 1-5]

100.080: SOCIAL MEDIA POLICY

Editor's Note—For purposes of classification, the provisions regarding Audits of City Books, formerly set out as Title I, Ch. 00, § 100.080 has been renumbered and included herein as Title I, Ch. 135, Art. I, §§ 135.015, at the editor's discretion.

- A. *Purpose.* The purpose of this policy is to establish rules for utilizing the City's technology resources, managing the City's official social media sites and accounts, and for employees who utilize social media for personal use.

The intended purpose behind establishing social media sites is to disseminate information from the City, about the City, to its citizens. The City of Waynesville has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites.

For the purpose of this policy, "social media" is understood to be created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Social media includes, but is not limited to sites such as Facebook, blogs, RSS, YouTube, Twitter, LinkedIn, and Instagram.

For purposes of this policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on a City of Waynesville social media site.

B. General Policy.

1. The establishment and use by any City department of City social media sites are subject to approval by the City Administrator or his/her designees. All City of Waynesville social media sites shall be administered by the City Clerk and other designated City Officials and/or members of City of Waynesville staff.
2. City social media sites should make clear that they are maintained by the City of Waynesville and that they follow the City's Social Media Policy.
3. Wherever possible, City social media sites should link back to the official City of Waynesville website for forms, documents, online services and other information necessary to conduct business with the City of Waynesville.
4. The department heads will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of Waynesville.
5. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the City Clerk for one (1) year, including the time, date and identity of the poster, when available.
6. These guidelines must be displayed to users or made available by hyperlink.

7. The City will approach the use of social media tools as consistently as possible, enterprise wide.
8. The City of Waynesville's website at www.waynesvillemo.org will remain the City's primary and predominant internet presence.
9. All City social media sites shall adhere to applicable Federal, State and local laws, regulations and policies.
10. City social media sites are subject to the Missouri Sunshine Law. Any content maintained on a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.
11. Comments on topics or issues not within the jurisdictional purview of the City of Waynesville may be removed.
12. Employees representing the City government via social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies. Authorized employees exhibiting behavior on social media sites that is not in accordance with City policy are subject to disciplinary action.
13. This Social Media Policy may be revised at any time.

C. Comment Policy.

1. As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
2. The intended purpose behind establishing City of Waynesville social media sites is to disseminate information from the City, about the City, to its residents.
3. The Citizens of Waynesville have the right to express their opinions of City officials and City business both in a positive or negative manner. That being said, comments containing any of the following inappropriate forms of content shall not be permitted on City of Waynesville social media sites and are subject to removal and/or restriction by the City Administrator or his/her designees:
 - a. Any comment not related to the original topic, including random or unintelligible comments.
 - b. Profane, obscene, violent, or pornographic content and/or language.
 - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender or national origin.
 - d. Defamatory or personal attacks.
 - e. Threats to any person or organization.
 - f. Comments in support of, or in opposition to, any political campaigns or ballot measures.

- g. Comments regarding solicitation of commerce, including but not limited to advertising by any business or product for sale.
 - h. Conduct in violation of any Federal, State or local law.
 - i. Encouragement of illegal activity.
 - j. Information that may tend to compromise the safety or security of the public or public systems.
 - k. Content that violates a legal ownership interest, such as a copyright, of any party.
4. A comment posted by a member of the public on any City of Waynesville social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Waynesville, nor do such comments necessarily reflect the opinions or policies of the City of Waynesville.
 5. The City of Waynesville reserves the right to deny access to City of Waynesville social media sites for any individual, who violates the City of Waynesville Social Media Policy, at any time and without prior notice.
 6. Any person(s) banned from any City of Waynesville social media site may appeal that decision to the City Administrator. Any additional appeal may be made to the Economic Development and Governmental Affairs Committee.
 7. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
 8. When a City of Waynesville employee responds to a comment, in his/her capacity as a City of Waynesville employee, the employee's name and title should be made available, and the employee shall not share personal information about himself or herself, or other City employees.
 9. All comments posted to any City of Waynesville social media site are bound by the social media site's terms and policies.

D. Records Retention.

1. Social media sites contain communications sent to or received by the City and its authorized employees, and such communications are therefore public records subject to the Freedom of Information Act and the Missouri Sunshine Law. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video).
2. The Administrator maintaining a site shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible.
3. Only the appointed site Administrator may delete any content from social media sites and only then after a printed copy is produced and maintained of the deletion to satisfy record retention requirements. This content includes, but is not limited to, written posts, audio, video and private messages sent or received on the City's social media sites. Any violation of this policy by City staff or other designee will result in the immediate withdrawal of access to all City maintained sites.

The City of Waynesville reserves the right to report any violation of the social media site's terms and polices to the social media site with the intent of the social media site taking appropriate and reasonable responsive action.

- E. Personal Use. All City employees may have and participate on personal social networking and social media sites. Interaction with these sites should remain personal in nature and be used to share personal opinions or nonwork-related information. Following this principle helps ensure a distinction between sharing personal and City views. The following policy is for City employees who have a personal social media and/or social networking site or who decide to comment on posts about official City business:

1. Any online conduct, postings or comments adversely affecting your job performance, the performance of fellow employees or that otherwise adversely affects members of the public, customers, suppliers or people who work on behalf of the City are not allowed.
2. Inappropriate postings that may include discriminatory remarks, comments that might constitute harassment or bullying, threats of violence or similar inappropriate or unlawful conduct will not be tolerated. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or City policy.
3. City employees and representatives shall be respectful and dignified when any posting refers to the employee's work environment, co-workers or the City itself. Unless authorized, City staff will not represent themselves as a spokesperson for the City.
4. City staff should limit use of social media while at work to breaks and/or the employee's lunch time. City staff should refrain from using social media while on work time or on equipment provided by the City unless it is work-related as authorized by your supervisor. Use of City email addresses to register on social networks, blogs, or other online tools utilized for personal use is prohibited.
5. Unauthorized City staff should not speak to the media on the City's behalf. All media inquiries should be directed to the City Administrator or his/her designated representative.
6. Violation of this policy may result in disciplinary action up to and including termination.

CHAPTER 105

ELECTIONS

Article I – General Provisions

- 105.010. Conformance of City Elections with State Law
- 105.020. Date of Municipal Election
- 105.030. Declaration of Candidacy – Dates for Filing
- 105.035. Disqualification as Candidate for Elective Public Office, When – Disqualification from Participation in Election, When – Affidavit to be Filed, Requirements – Investigation of Alleged Delinquency
- 105.040. Declaration of Candidacy – Notice to Public
- 105.050. Forms for Declaration of Candidacy
- 105.060. Declarations of Candidacy to Remain on File
- 105.070. Withdrawal of Declaration of Candidacy
- 105.080. Notice of Elections
- 105.085. Vacancy in Elected Office

Article II – Wards

- 105.090. Division in to Wards
- 105.100. Ward Descriptions

ARTICLE I

General Provisions

105.010. CONFORMANCE OF CITY ELECTIONS WITH STATE LAW

All City elections shall be conducted and held in conformance with the provisions of **Chapter 115, RSMo.**

105.020. DATE OF MUNICIPAL ELECTION

- A. A municipal election for the qualified voters of this City shall be held on the first Tuesday after the first Monday in April of each year.
- B. On the first Tuesday after the first Monday in April of 2000 and every four (4) years thereafter, a municipal election of the qualified voters of the City of Waynesville shall be held for the purpose of electing a Mayor who shall hold his/her office for a term of four (4) years and until his/her successor is elected and qualified.
- C. On the first Tuesday after the first Monday in April of odd-numbered years, a municipal election of the qualified voters of the City of Waynesville shall be held for the purpose of electing one (1) Councilman from each ward who shall hold his/her office for a term of two (2) years and until his/her successor is elected and qualified.
- D. On the first Tuesday after the first Monday in April of even-numbered years, a municipal election of the qualified voters of the City of Waynesville shall be held for the purpose of electing one (1) Councilman from each ward who shall hold his/her office for a term of two (2) years and until his/her successor is elected and qualified. [Ord. No. 440 §1; Ord. No. 940 §1, 10-16-97]

105.030. DECLARATION OF CANDIDACY – DATES FOR FILING

- A. Candidates for any of the offices to be filled at an annual municipal election or at a special election called for that purpose shall file their declaration of candidacy with the City Clerk during regular office hours at the Waynesville City Hall.
- B. No declaration of candidacy for any of the offices to be filled at an election shall be accepted by the City Clerk prior to 8:00 A.M. on the fifteenth (15th) Tuesday prior to the date of the election, or after 5:00 P.M. on the eleventh (11th) Tuesday prior to the election.

105.035. DISQUALIFICATION AS CANDIDATE FOR ELECTIVE PUBLIC OFFICE, WHEN – DISQUALIFICATION FROM PARTICIPATION IN ELECTION, WHEN – AFFIDAVIT TO BE FILED, REQUIREMENTS – INVESTIGATION OF ALLEGED DELINQUENCY

- A. No person shall qualify as a candidate for elective public office in the State of Missouri who has been found guilty of or pled guilty to a felony under the Federal laws of the United States of America or to a felony under the laws of this State or an offense committed in another state that would be considered a felony in this State.
- B. Any person who files as a candidate for election to a public office shall be disqualified from participation in the election for which the candidate has filed if such person is delinquent in the payment of any State income taxes, personal property taxes, municipal taxes, real property

taxes on the place of residence, as stated on the declaration of candidacy, or if the person is a past or present corporate officer of any fee office that owes any taxes to the State.

- C. Each potential candidate for election to a public office shall file an affidavit with the Department of Revenue and include a copy of the affidavit with the declaration of candidacy required under Section 115.349, RSMo. Such affidavit shall be in substantially the form as set out in Section 115.306, RSMo.
- D. Upon receipt of a complaint alleging a delinquency of the candidate in the filing or payment of any State income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of candidacy, or if the person is a past or present corporate officer of any fee office that owes any taxes to the State, the Department of Revenue shall investigate such potential candidate to verify the claim contained in the complaint. If the Department of Revenue finds a positive affirmation to be false, the Department shall contact the Secretary of State, or the election official who accepted such candidate's declaration of candidacy, and the potential candidate. The Department shall notify the candidate of the outstanding tax owed and give the candidate thirty (30) days to remit any such outstanding taxes owed which are not the subject of dispute between the Department and the candidate. If the candidate fails to remit such amounts in full within thirty (30) days, the candidate shall be disqualified from participating in the current election and barred from refiling for an entire election cycle even if the individual pays all of the outstanding taxes that were the subject of the complaint. [RSMo. § 115.306, 2015, 2017]

105.040. DECLARATION OF CANDIDACY – NOTICE TO PUBLIC

The City Clerk shall, on or before the 16th Tuesday prior to any election at which City offices are to be filled by said election, notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing, and the closing filing date of the election. Such notification may be accomplished by legal notice published in at least one (1) newspaper of general circulation in the City. [RSMo. § 115.127.5, 2003]

105.050. FORMS FOR DECLARATION OF CANDIDACY

All candidates for any of the offices to be filled at an annual municipal election or at a special election called for that purpose shall file their declaration of candidacy on forms provided for that purpose, which forms shall require the following information (and which may require additional relevant information):

- A. Name of the candidate as the candidate wishes it to appear on the ballot, which need not be the candidate's complete legal name, but if the name is not the correct legal name of the candidate then it shall not be a name which appears to be likely to confuse or mislead the voters;
- B. The mailing address of the candidate;
- C. The place of residence of the candidate, if different than the candidate's mailing address;
- D. The date of birth and social security number of the candidate;
- E. Name of the office which the candidate seeks to fill;
- F. Signature of the candidate to a statement that the information given on the form is accurate and that the candidate meets all legal qualifications for the office sought and that the candidate will file, as and when required by law, all reports and forms required by Chapter 130, RSMo, and any other applicable Statute. [R.O. 2010 § 105.070; Ord. No. 440 § 5, 1-19-1978]

105.060. DECLARATIONS OF CANDIDACY TO REMAIN ON FILE.

All declarations of candidacy shall be public record and shall remain on file in City Hall, subject to inspection and copying by the public, for a period of at least six (6) months after the date of the election for which the declaration was filed if the candidate was not elected at that election, and for a period of at least six (6) months after the expiration of the term of office if the candidate was elected at that election. [R.O. 2010 § 105.080; Ord. No. 440 § 6, 1-19-1978]

105.070. WITHDRAWAL OF DECLARATION OF CANDIDACY.

Any person who has filed a declaration of candidacy may withdraw that declaration only by presenting a signed request to do so, which request must be filed with the City Clerk by not later than the last day on which declarations of candidacy may be filed for that election. In the event of a valid withdrawal of candidacy, that person's name shall not appear as a candidate for office on the election ballot. The declaration of candidacy and request for withdrawal thereof shall be public records and shall remain on file in the City Hall, subject to inspection and copying by the public, for a period of at least six (6) months after the date of the election for which the declaration was originally filed. [R.O. 2010 § 105.090; Ord. No. 440 § 7, 1-19-1978]

105.080. NOTICE OF ELECTIONS.

In City elections, the City Clerk shall notify the Pulaski County Clerk prior to 5:00 P.M. on the 10th Tuesday prior to any City election except as noted in Section 115.125, RSMo. The notice shall be in writing, shall specify that the City Council is calling the election, the purpose of the election, the date of the election, and shall include a certified copy of the legal notice to be published including the sample ballot. The notice and any other information required by Section 115.125, RSMo., may, with the prior notification to the election authority receiving the notice, be accepted by facsimile transmission prior to 5:00 P.M. on the 10th Tuesday prior to the election, provided that the original copy of the notice and a certified copy of the legal notice to be published shall be received in the office of the election authority within three (3) business days from the date of the facsimile transmission. [RSMo. § 115.125, 2018]

105.085 VACANCY IN ELECTED OFFICE

In the event of a vacancy in any elected office of the City of Waynesville which is required by law to be filled by election prior to the date of the next annual municipal election, the City Council shall fix a date for such special election, which date shall be on a Tuesday. [Ord. No. 440 §3]

ARTICLE II

Wards

Section 105.090. DIVISION IN TO WARDS.

The territory within the City limits of the City of Waynesville is hereby divided into four (4) wards to be known as "Ward 1," "Ward 2," "Ward 3," and "Ward 4," with boundaries which have heretofore existed for each ward. [Ord. No. 2126 § 1, 12-18-2014; Ord. No. 2145 § 1, 3-25-2015]

Section 105.100. WARD DESCRIPTIONS.

- A. Ward 1 shall consist of all lands within the City limits of the City of Waynesville, Missouri, lying easterly of Roubidoux Creek, plus all lands within the City Limits of Waynesville, Missouri, lying westerly of Roubidoux Creek and easterly of the following described line:
- Beginning at the northwest corner of the southeast quarter of the southeast quarter of Section 23, Township 36 North, Range 12 West; thence southerly along the west line of said southeast quarter of the southeast quarter to the northwest corner of the northeast quarter of the northeast quarter of Section 26, Township 36 North, Range 12 West; thence southerly along the west line of said northeast quarter of the northeast quarter to the easterly right-of-way of Broadway Street; thence southerly along said easterly right-of-way to the southerly right-of-way of Bates Street; thence northerly along said southerly right-of-way to the aforesaid easterly right-of-way of Broadway Street; thence southwesterly along said easterly right-of-way to its intersection with the northerly right-of-way of Historic Route 66; thence southerly to the intersection of the southerly right-of-way of Historic Route 66 and the easterly right-of-way of Old State Route H; thence southerly along said easterly right-of-way of Old State Route H to its intersection with the northerly right-of-way of Interstate 44, the ending point.
- B. Ward 2 shall consist of all lands within the City limits of the City of Waynesville, Missouri, lying north and west of the following described lines:
- North line of the southwest quarter of Section 24, Township 36 North, Range 12 West, west line of the northwest quarter of the southwest quarter of said Section 24, north and west lines of the southeast quarter of the southeast quarter of Section 23, Township 36 North, Range 12 West, Broadway Street, and north line of the southwest quarter of Section 26, Township 36 North, Range 12 West.
- C. Ward 3 shall consist of all lands within the City limits of the City of Waynesville, Missouri, lying northerly of Historic Route 66 in the southwest quarter of Section 26, Township 36 North, Range 12 West and Section 27, Township 36 North, Range 12 West and Section 34, Township 36 North, Range 12 West except the southwest quarter of the southwest quarter of said Section 34 and the northeast quarter of the southeast quarter of Section 33, Township 36 North, Range 12 West.
- D. Ward 4 shall consist of all lands within the City limits of the City of Waynesville, Missouri, bounded on the east by Old State Route H, on the north by Historic Route 66 and on the south by Interstate 44; also all lands within the City limits of Waynesville, Missouri, lying south of Interstate 44; also all lands within the City limits of Waynesville, Missouri, within Sections 3, 4 and 5, Township 35 North, Range 12 West, also the southwest quarter of the southwest quarter of Section 34, Township 36 North, Range 12 West, also the east half of the southeast quarter of the southeast quarter of Section 33, Township 36 North, Range 12 West. [Ord. No. 597 §1-7; Ord. No. 950 §1—7, 11-20-97, Ord. No. 2126 §§ 2 — 5, 12-18-2014; Ord. No. 2145 §§ 2 — 5, 3-25-2015]

CHAPTER 110

MAYOR AND CITY COUNCIL

Article I – Mayor and City Council General Provisions

100.005	Policy
110.010.	Mayor – Qualifications
110.020.	Councilman – Qualifications
110.030.	RESERVED
110.040.	Powers and Duties of Mayor and Council – Generally
110.050.	Mayor to be President of Council – Vote
110.060.	Mayor Shall Communicate to the Council, What
110.070.	Mayor to Sign all Commissions and Appointments – Bond Approval by Mayor
110.080.	Style of Ordinances – Procedure to Enact
110.090.	Mayor to Approve Ordinances – May Veto – Proceedings When Vetoed
110.100.	Mayor Shall Enforce all Ordinances
110.110.	Mayor May Remit Fines
110.120.	Mayor Pro Tem
110.140.	Vacancy in Office of Mayor, How Filled, Exceptions – Mayor Pro-Tem, Duties of
110.150.	Powers of Council – Witnesses, Papers
110.160.	RESERVED
110.170.	May Remove Elective Officers with Consent of Council
115.180.	Vacancies of Elected Seats – How Filled.

Article II – City Council Meetings

110.190.	Proceedings of – How Kept
110.200.	Meetings – Held Where
110.210.	Notice of Meetings
110.220.	Regular Meetings – Held When, Notice
110.230.	Council Meeting Procedures Relating to Newly Elected Officials
110.240.	Adjourned Meetings
110.250.	Special Meetings
110.260.	Closed Meetings

CHAPTER 110

MAYOR AND CITY COUNCIL

Article I – Mayor and City Council General Provisions

Section 110.010. MAYOR – QUALIFICATIONS.

No person shall be Mayor unless he/she be at least thirty (30) years of age, a citizen of the United States and a resident of such City at the time of and for two (2) years next preceding his/her election. When two (2) or more persons shall have an equal number of votes for the office of Mayor, the matter shall be determined by the Council. [RSMo. § 77.230]

Section 110.020. COUNCILMAN – QUALIFICATIONS.

No person shall be Councilman unless he/she is at least twenty-one (21) years of age prior to taking office, a citizen of the United States, and an inhabitant of the City for one (1) year preceding his/her election, and a resident of the ward from which he/she is elected six (6) months preceding his/her election. Whenever there is a tie in the election of a Councilman, the matter shall be determined by the Council. [RSMo. § 77.060]

Section 110.030. RESERVED

Section 110.040. POWERS AND DUTIES OF MAYOR AND COUNCIL – GENERALLY.

The Mayor and Council shall have the care, management and control of the City and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the Constitution and laws of this State, and such as they shall deem expedient for the good government of the City, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same. [RSMo. § 77.260]

Section 110.050. MAYOR TO BE PRESIDENT OF COUNCIL – VOTE.

The Mayor shall be President of the Council and shall preside over same, but shall not vote except in case of a tie in said Council, when he/she shall cast the deciding vote; but provided, however, that he/she shall have no such power to vote in cases when he/she is an interested party. He/she shall have the superintending control of all the officers and affairs of the City, and shall take care that the ordinances of the City and the State laws relating to such City are complied with. [RSMo. § 77.250]

Section 110.060. MAYOR SHALL COMMUNICATE TO THE COUNCIL, WHAT.

The Mayor shall, from time to time, communicate to the Council such measures as may, in his/her opinion, tend to the improvement of the finances, the Police, health, security, ornament, comfort and general prosperity of the City. [RSMo. § 77.290]

Section 110.070. MAYOR TO SIGN ALL COMMISSIONS AND APPOINTMENTS – BOND APPROVAL BY MAYOR.

The Mayor shall sign the commissions and appointments of all City officers elected or appointed in the City, and shall approve all official bonds. [RSMo. § 77.320]

Section 110.080. STYLE OF ORDINANCES – PROCEDURE TO ENACT

The style of the ordinances of the City shall be: *"Now Therefore, be it ordained by the Council of the City of Waynesville, Missouri, as follows: "*No ordinance shall be passed except by bill, and no bill shall become an ordinance unless on its final passage a majority of the members elected to the Council shall vote therefor, and the "ayes" and "nays" shall be entered in the minutes. Every proposed ordinance shall be introduced to the Council in writing and shall be read by title or in full two (2) times prior to passage, both readings may occur at a single meeting of the Council. If the proposed ordinance is read by title only, copies of the proposed ordinance shall be made available for public inspection prior to the time the bill is under consideration by the Council. No bill shall become an ordinance until it shall have been signed by the Mayor or Mayor Pro Tem presiding at the meeting of the Council at which it shall have been passed. When so signed, it shall be delivered to the Mayor for his/her approval and signature, or his/her veto. [RSMo. § 77.080]

Section 110.090. MAYOR TO APPROVE ORDINANCES – MAY VETO – PROCEEDINGS WHEN VETOED.

Every bill presented to the Mayor and returned to the Council with the approval of the Mayor shall become an ordinance, and every bill presented as aforesaid, but returned with his/her objections thereto, shall stand reconsidered. The Council shall cause the objections of the Mayor to be entered at large within the minutes, and proceed at its convenience to consider the question pending, which shall be in this form: *"Shall the bill pass, the objections of the Mayor thereto notwithstanding?"* The votes on this question shall be taken by "yeas" and "nays" and the names entered within the minutes, and if two-thirds (2/3) of the Council shall vote in the affirmative, the City Attorney shall certify the fact of the Roll Call, and the bill thus certified shall be deposited with the City Clerk, and shall become an ordinance in the same manner and with like effect as if it had received the approval of the Mayor. The Mayor shall have power to sign or veto any ordinance passed by the City Council, and shall also possess the power to approve all or any portion of the general appropriation bill, or to veto any item or all of the same; provided, that should he/she neglect or refuse to sign any ordinance and return the same with his/her objections, in writing, at the next regular meeting of the Council, the same shall become a law without his/her signature. [RSMo. § 77.270]

Section 110.100. MAYOR SHALL ENFORCE ORDINANCES.

The Mayor shall be active and vigilant in enforcing all laws and ordinances for the Government of the City, and he/she is hereby authorized to call on every male inhabitant of the City, over eighteen (18) years of age and under fifty (50), to aid in enforcing the laws. [RSMo. § 77.350]

Section 110.110. MAYOR MAY REMIT FINES.

The Mayor shall have power to remit fines and forfeitures and to grant reprieves and pardons for offenses arising under ordinances of the City; but this Section shall not be so construed as to authorize the Mayor to remit any costs which may have accrued to any officer of the City by reason of any prosecution under the laws or ordinances of said City. [RSMo. § 77.360]

Section 110.120. MAYOR PRO TEM.

- A. At the first regular meeting of the City Council after the election in each year, which meeting shall occur no later than the fourth Tuesday in April, the Council shall elect one (1) of its members Mayor Pro Tem, who shall hold his/her office for the term of one (1) year, and who, in the absence of the Mayor, shall preside at the Council meetings, provided that in the absence of the Mayor and Mayor Pro Tem, the Council may select one (1) of its members present to preside at such meeting, who shall be styled "Acting Mayor Pro Tem."
- B. The Mayor Pro Tem or Acting Mayor Pro Tem is entitled to vote on all votes as a Council Member while serving as Mayor Pro Tem or Acting Mayor Pro Tem. In the event of a tie vote, the Mayor Pro Tem or Acting Mayor Pro Tem can vote to break the tie. This situation may result in the Mayor Pro Tem or Acting Mayor Pro Tem voting twice on an individual vote. [Ord. No. 1545 § 1–2, 4-21-2011]

110.130: AUTHORIZING VOTES OF CITY COUNCIL; COMMITTEE MEETINGS BY VIDEOCONFERENCING

- A. All votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the Waynesville City Council. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of the Waynesville City Council or at committee meetings shall be cast by members of the Waynesville City Council who are physically present and in attendance at the meeting or who are participating via videoconferencing. When it is necessary to take votes by roll call in a meeting of the Waynesville City Council, due to an emergency of the Council, with a quorum of the members of the Council physically present and in attendance and less that a quorum of the members of the Council participating via telephone, facsimile, Internet, or any other voice or electronic means, the nature of the emergency of the Council justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.
- B. All regular meetings of the Waynesville City Council or committee meetings of the Council require a quorum of said body physically present before any official business can be conducted and before any voting by any member videoconferencing is allowed.

Section 110.140. VACANCY IN OFFICE OF MAYOR, HOW FILLED, EXCEPTIONS – MAYOR PRO TEM, DUTIES OF.

When any vacancy shall happen in the office of Mayor, by death, resignation, removal from the City, removal from office, refusal to qualify or otherwise, nominations of a successor may be made by any member of the Council and selected with the consent of a majority of the members of the Council. The Council may adopt procedures to fill any such vacancy consistent with this Section. In the case of a temporary absence of the Mayor or disability to perform the duties of his/her office, the Mayor Pro Tem of the Council shall perform the duties of Mayor until the Mayor shall return or such disability be removed; and during the time the Mayor Pro Tem of the Council shall act as Mayor, the Mayor Pro Tem shall receive the same compensation that the Mayor would be entitled to. [RSMo. § 77.240]

Section 110.150. POWERS OF COUNCIL – WITNESSES, PAPERS.

The Council shall have power to compel the attendance of witnesses and the production of papers relating to any subject under consideration in which the interest of the City is involved, and shall have power to call on the proper officer of the City, or of the County in which such City is located, to execute such process. The officer making such service shall be entitled to receive therefor such fees as are allowed by law for similar service, to be paid by the City. The Mayor or Mayor Pro Tem, shall have power to administer oaths to witnesses. [RSMo. § 77.100]

Section 110.160. RESERVED

Section 110.170. MAY REMOVE ELECTIVE OFFICERS WITH CONSENT OF COUNCIL.

The Mayor may, with the consent of a majority of all the members elected to the City Council, remove from office, for cause shown, any elective officer of the City, such officer being first given opportunity, together with his/her witnesses, to be heard before the Council, sitting as a court of impeachment. Any elective officer may, in like manner, for cause shown, be removed from office by a two-thirds (2/3) vote of all the members elected to the City Council, independently of the Mayor's approval or recommendation. [RSMo. § 77.340]

Section 110.180. VACANCIES OF ELECTED SEATS – HOW FILLED.

If a vacancy occurs in any elective office other than the office of Mayor, a successor to the vacant office shall be selected by appointment by the Mayor with the advice and consent of a majority of the remaining members of the Council. The Council may adopt procedures to fill vacancies consistent with this Section. The successor shall serve until the next regular April election. [RSMo. § 77.450]

ARTICLE II

City Council Meetings

Section 110.190. PROCEEDINGS OF – HOW KEPT.

The Council shall cause to be kept minutes of its proceedings, and the "ayes" and "nays" of the members shall be entered on any question at the desire of any two (2) members. The Council may prescribe and enforce such rules as may be necessary to secure the attendance of its members and the expeditious transactions of its business. [RSMo. § 77.090]

Section 110.200. Meetings – Held Where

All regular and special meetings of the City Council shall be held in the City Council Chambers in City Hall, except to the extent that it may be necessary to use other facilities because of emergency conditions or because of construction or remodeling, or because of prior commitments to allow others to use the City Council Chambers; however, nothing herein shall be constructed to prohibit meetings from convening at, or adjourning to, places outside of City Hall for the purpose of making inspections, viewing property, or otherwise gathering information. If a special meeting of the City Council is to be held at a place other than the City Council chambers then the location of that place, and the reason for

holding the meeting there, shall be included in the written statement required by Section 110.200 of this Chapter; otherwise, the location of the meeting need not be stated. [Ord. No. 365 §6]

Section 110.210. Notice of Meetings

- A. At least twenty-four (24) hours prior to the commencement of any regular or special meeting of the City Council, the City Clerk, at the guidance of the City Administrator, shall cause notice of the meeting (which shall include the date, time and place of the meeting and a tentative agenda for the meeting) to be posted on the bulletin board referred to in subsection (C) of this section, hereof, and to be made available to any representative of the news media who requests the same. In addition, the City Clerk shall take such other steps as may be reasonable and practicable to cause the public to be made aware that the meeting is to take place.
- B. When it is necessary to hold a meeting of the City Council on less than twenty-four (24) hours' notice, or at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, then the City Clerk shall cause notice of such meeting to be given as promptly as is reasonably possible, and the minutes of the meeting shall state the nature of the good cause justifying such departure from the normal requirements.
- C. The City Clerk is authorized and directed to cause a bulletin board to be maintained in City Hall at 100 Tremont Center, Waynesville, Missouri, and to clearly designate this bulletin board as the place for posting of all notices of meetings of the City Council and all boards, commissions and similar bodies of the City of Waynesville. [R.O. 110.050; Ord. No. 422 §1; Ord. No. 641 §§2, 3; Ord. No. 941 §2, 10-16-97]

Section 110.220. Regular Meetings – Held When, Notice

- A. Regular meetings of the City Council shall be held no later than 5:30 P.M. on the third (3rd) Thursday of each month, except that a change in the date or time of the next regular meeting of the City Council may be affected by a majority vote of the members present at any regular meeting.
- B. The City Clerk shall prepare a written notice stating the time, date and place of each regular meeting of the City Council, and a written notice stating the time, date and place of each regular meeting of each other board, commission and similar bodies of the City. This notice shall also include a tentative agenda for each such meeting. Any item which has been placed on the agenda as a result of a request made by someone other than an officer of the City (acting in his official capacity) may be removed from the agenda by members of the body conducting the meeting.
- C. The City Clerk is authorized and directed to cause a bulletin board to be maintained in City Hall at 100 Tremont Center, Waynesville, Missouri, and to clearly designate this bulletin board as the place for posting of all notices of meetings of the City Council and all boards, commissions and similar bodies of the City of Waynesville. (Ord. No. 422 §1; Ord. No. 641 §§2, 3; Ord. No. 941 §2, 10-16-97)

Section 110.230. Council Meeting Procedures Relating to Newly Elected Officials

- A. City officials who are elected at the annual municipal election in April of each year shall assume the office to which he/she was elected at the time of taking the Oath of Office.
- B. The Mayor and members of the City Council in office immediately prior to the annual municipal election shall conduct all business properly coming before the City Council at the first (1st)

regular meeting after the annual municipal election to the extent that business relates to the following:

1. Approval of minutes of the prior meeting,
2. Approval of agenda for the current meeting,
3. Approval of bills to be paid by the City,
5. Receiving comments from citizens,
4. Receiving committee reports and acting on recommendations from committees and City Officials,
6. Matters left unresolved from prior meetings, and
7. Accepting results of the annual election.

Thereafter, the City Clerk (or in the absence of the City Clerk, the Deputy City Clerk or some other person designated by the Mayor) shall administer the oath of office to the persons elected at the annual municipal election.

- C. After the newly elected City Officials are administered the oath of office, the meeting of the City Council shall continue with the newly elected officials occupying the positions to which each was elected.
- D. City officials who are elected or appointed to fill a vacancy in an elective position shall assume the office to which he/she was elected or appointed at the time of taking the oath of office. [R.O. 100.130; Ord. No. 1032 §1—4, 11-16-00]

Section 110.240. Adjourned Meetings

By a majority vote of the members present at any regular or special meeting of the City Council or other committee, board, commission and similar body of the City that meeting may be adjourned to a specific date, time and place, in which event the meeting shall be considered to be continued on that specific date and no further notice shall be required to be given to the public or to the members of the City Council or other body, except that the City Clerk (in the case of the City Council) or the secretary of the other body involved, shall notify any absent member of the adjourned date for continuation of the meeting. [R.O. 2010 § 110.020; Ord. No. 365 § 2, 5-9-1974]

Section 110.250. Special Meetings

- A. Special meetings of the City Council shall be held only at the call of the Mayor (or the Mayor Pro-Tem of the City Council if there is, at that time, a vacancy in the office of Mayor), or at the call of any three (3) members of the City Council.
- B. In order to call a special meeting of the City Council, the person(s) authorized (by law or by ordinance of the City) to call the meeting shall cause the City Clerk to prepare written notice which shall include the date, time and place of the meeting, and the tentative agenda for the meeting. The City Clerk, shall promptly cause copies of the statement to be given to all of the members of the City Council, the Mayor, the City Administrator, the City Attorney, and such other officers or employees of the City who may appear to need to be present at the meeting. The City Clerk is authorized to use members of the Police Department or other City employees to deliver copies of the statement, and the Police Department and other City employees shall fully cooperate with the City Clerk in this task. If there is sufficient time, the City Clerk may

cause the statement to be sent, by fax, email or other form of digital delivery, to the person(s) to whom they are required to be given in lieu of personal delivery. All members of the City Council and all other officers and employees of the City shall at all times furnish their accurate email, mailing and residential address to the City Clerk. The copies of this written statement shall be considered the official notice of, and agenda for, the special meeting. [R.O. 2010 § 110.040; Ord. No. 365 § 4, 5-9-1974; Ord. No. 641 §§ 4, 5, 1-21-1988]

Section 110.260. Closed Meetings

- A. The Mayor or any member of the City Council may, at the beginning of, or during any regular or special meeting of the City Council, request that the meeting become a closed meeting by making an oral or written request to that effect. The request shall include a statement of the specific reason for which the closed session is requested per RSMo. 610.021. A vote shall be promptly taken on the request and only after a majority vote shall the City Council go into closed session. The vote of each member of the City Council on this request, and the specific reason for which the closed meeting is requested, shall be announced publicly (prior to going into a closed meeting) and shall be entered into the minutes of the meeting.
- B. A closed meeting shall be held only to the extent that the same is necessary for the specific reason announced at the time of voting on the request for a closed meeting, and no business shall be discussed during the closed meeting which does not directly relate to the specific reason which was publicly announced as justification for the closed meeting.
- C. At the time of going into a closed session, the person who requested the closed session shall designate the persons whom he/she desires to be present during the closed meeting, and thereupon all other persons (other than the Mayor and members of the City Council) shall remove themselves from the meeting and shall remain out of hearing of the meeting. Provided, however, that at any time prior to or during, a closed meeting a majority of the members of the body conducting the meeting who are present at the meeting may vote to exclude other persons (not including the Mayor and members of the City Council in the case of meetings of the City Council) from the meeting or to request other persons to be present during the meeting.
- D. At any time during a closed meeting of the City Council, by an affirmative vote of a majority of the members present at the meeting, the same shall be converted into an open meeting.
- E. At any time during a closed meeting of the City Council or any other board, commission or similar body of the City, by an affirmative vote of a majority of the members present at the meeting the same shall be converted into an open meeting. [Ord. No. 641 §8, 9, 11, 12, 13, 16, 22; Ord. No. 941 §4, 10-16-97]

CHAPTER 111

BOARDS, COMMISSIONS, AND COMMITTEES

Article I – General Provisions

- | | |
|---------|---|
| 111.010 | Regular Meetings of Other Government Agencies |
| 111.020 | Committees |

ARTICLE I
GENERAL PROVISIONS

Section 111.010. Regular Meetings of Other Government Agencies.

Each of the boards, commissions and similar bodies of the City other than special committees, shall, by majority vote of the members thereof, establish a date for regular meetings of the body, to be held at such intervals as may be necessary to properly conduct the business of the body, and the date for such regular meetings may be changed from time to time by majority vote of the members of the respective body. The date established for all regular meetings shall be furnished to the City Clerk who shall maintain a permanent roster which shall contain the dates for all regular meetings of all of the boards, commissions and similar bodies of the City, which roster shall be open to inspection by the public during regular office hours in City Hall. [R.O. 2010 § 110.030; Ord. No. 365 § 3, 5-9-1974]

Section 111.020. Committees.

- A. The following standing committees of the City Council are hereby established relating to the respective subject matters indicated:
1. *Roads and Grounds Committee.* This committee shall consider matters relating to streets within the City and matters relating to lands and buildings owned by, or under control of, the City (excluding lands and buildings under the supervision of the Park Board).
 2. *Finance and Human Resources Committee.* This committee shall consider matters relating to the financial condition of the City, including preparation of the annual budget and amendments thereto and including review of requests for disbursement of City funds and matters relating to personnel.
 3. *Public Utilities Committee.* This committee shall consider matters relating to the electrical, water, wastewater and natural gas systems operated by the City and matters relating to trash collection within the City.
 4. *Police Department Committee.* This committee shall consider matters relating to the Police Department of the City.
 5. *Economic Development and Government Affairs Committee.*
 - a. This committee shall consider matters relating to the cable television system within the City and matters relating to communications between the City Government and the citizens of the City.
 - b. This committee shall consider matters relating to economic development within the City.
- B. Each of the standing committees shall consist of three (3) members of the City Council.
- C. The members of the standing committees shall be appointed by the Mayor, with approval of the City Council, not later than the first regular meeting of the City Council following the annual City election. The members of the standing committees shall

continue to serve as such until they are removed in the manner hereinafter specified or until replacement members are appointed in the manner hereinafter specified.

- D. In addition to the standing committees hereby established, the Mayor may at any time, with approval of the City Council, establish one (1) or more special committees, consisting of one (1) or more members of the City Council, for the purpose of considering any matter which appears to need attention by a committee other than one (1) of the standing committees.
- E. A majority of the members of each committee shall constitute a quorum.
- F. Each committee shall meet promptly after the appointment of its members and shall at that time, elect one (1) of the members of the committee to serve as Chairperson.
- G. No member of any committee shall be entitled to compensation for service on the committee.
- H. The Mayor, with approval of three-fourths (3/4) of the members of the City Council, may at any time remove any member of a committee.
- I. If any vacancy shall occur in the membership of any committee by reason of death, resignation or otherwise, the vacancy shall be filled by the Mayor with approval of the City Council.
- J. It shall be the duty of each committee, on its own initiative or upon request of the Mayor or City Council, to investigate and consider any matters within the scope of that committee's jurisdiction and to make recommendations for action by the City Council if deemed advisable by the committee.
- K. The Chairperson, or in the absence of the Chairperson then some other member of the committee, of each committee shall submit for consideration at each regular meeting of the City Council a written report of the action and recommendations of the committee since the preceding regular meeting of the City Council.
- L. At the first regular meeting of the City Council following the annual City election, the Mayor shall appoint, with approval of the City Council, one (1) member of the City Council to serve as a liaison with the Waynesville Rural Fire Department. This member shall attend meetings of the Waynesville Rural Fire Department and shall regularly report to the City Council on action taken by the Waynesville Rural Fire Department as it may affect fire protection within the City.
- M. At the first regular meeting of the City Council following the annual City election, the Mayor shall appoint, with approval of the City Council, one (1) member of the City Council to serve as a liaison with the Park Board of the City. This member shall attend meetings of the Park Board and shall be entitled to fully participate in all proceedings of the Park Board but without the right to vote on matters coming before the Park Board. This member shall report to the City Council on action taken by the Park Board to the extent the member believes such report is needed to clarify or supplement the report to the City Council provided by the Park Board.
- N. At the first regular meeting of the City Council following the annual City election, the Mayor shall appoint, with approval of the City Council, one (1) member of the City Council to serve as a member of the University of Missouri Extension Council of Pulaski County.

- O. At the first regular meeting of the City Council following the annual City election, the Mayor shall appoint, with approval of the City Council, one (1) person to be the City's representative in the Waynesville-St. Robert Chamber of Commerce. This person may be a member of the City Council, the Mayor, the City Administrator or some other official or employee of the City.
- P. At the first regular meeting of the City Council following the annual City election, the Mayor shall appoint, with approval of the City Council, one (1) member of the City Council to serve as a member of the Planning and Zoning Commission of the City.
- Q. The Mayor, with approval of three-fourths (3/4) of the members of the City Council, may at any time remove any person appointed under the provisions of Subsections (L), (M), (N), (O) or (P) hereof.
- R. Any member of the City Council who ceases to be a member of the City Council by reason of death, resignation or otherwise shall automatically cease to occupy the position to which he/she was appointed under the provisions of this Section.
- S. If any vacancy shall occur in the positions referred to in Subsections (L), (M), (N), (O) or (P) hereof by reason of death, resignation or otherwise, the vacancy shall be filled by the Mayor with approval of the City Council.
- T. Any member of the Waynesville City Council who attends a standing committee meeting is allowed to become an alternate committee member and vote on and approve issues presented for that committee in the absence of a member of the committee in order to provide a quorum. [Ord. No. 2290, 11-16-2017, R.O. 2010 § 110.120; Ord. No. 327 §§ 2 – 10; Ord. No. 447 § 1; Ord. No. 1019 §§ 1 – 19, 9-21-2000; Ord. No. 2154 §§ 1 – 2, 4-16-2015]

CHAPTER 115

CITY APPOINTED OFFICIALS

Article I – General Provisions

- 115.010. Appointment of Officers, Qualifications; Duties
- 115.020. Combining of Offices
- 115.030. Officers' Oath – Bond
- 115.040. Employment of Additional Employees by Superintendent
- 115.040. May Remove Appointed Officers with Consent of Council
- 115.050. City Collector to Assist City Clerk
- 115.050. Vacancies of Appointed Officials – How Filled
- 115.060. City Assessor
- 115.070. Collector and Treasurer
- 115.080. Marshall
- 115.090. Grievance Procedures for City Employees
- 115.100. City Attorney and City Counselor

Article II – Appointed Officers

- 115.070. City Clerk – Duties
- 115.080. Deputy City Clerk
- 115.090. City Attorney and City Counselor
- 115.100. Chief of Police
- 115.110. Finance Officer

Article III – Miscellaneous Provisions

- 115.120. May Require Officers to Exhibit Accounts

ARTICLE I

General Provisions

Section 115.010. Appointment of City Officers - Qualifications

The following officers for the City of Waynesville, Missouri, shall be appointed by the Mayor, with the consent and approval of a majority of the members of the City Council, and shall perform the following duties, together with such other duties as may be assigned, from time to time, by the Mayor or the City Council, to-wit:

- A. *City Administrator* – See Chapter 116 concerning qualifications, duties and powers of the City Administrator.
- B. *City Clerk* - The City Clerk shall have a Bachelor's Degree in Business Administration or no less than five (5) years' worth of administrative experience, to include at the very least, two (2) years' experience in a leadership or supervisory role, preferably in several aspects of municipal government.
- C. *Deputy City Clerk* – The Deputy City Clerk's position is not mandatory, however, if a suitable candidate can be found, he/she must have been a member of the City's Administrative staff no less than three (3) years and during that time, working in a supportive role to the City Administrator and City Clerk. The Deputy City Clerk shall be nominated to the position according to the request of the City Clerk and by the recommendation of the City Administrator and Mayor. Any recommended candidate for the position of Deputy City Clerk may be appointed such by a majority vote of the City Council.
- D. *Finance Officer* - The Finance Officer shall have a bachelor's degree in either Accounting or any other related financial field or have no less than three (3) years of accounting experience dealing with budgets, reconciling and overall management of company account. The preferred candidate will have no less than three (3) years' experience with the City concerning the financial aspects of City Administration to include Accounts Payable, Payroll and any other financial functions of the City.

The preferred candidate shall have been nominated from within the City, on the recommendation of both the Mayor and City Administrator; however, if a suitable candidate is not available from within the City, then a candidate may be recommended by the City Administrator and Mayor, that has been obtained through the normal hiring process. Any recommended candidate may be appointed such by majority vote of the City Council.

- E. *Building Official*—shall issue building permits when authorized or required by law or City ordinance. [Ord. No. 386 § 1, 7-10-1975]

Section 115.020. Combining of Offices

Any two or more of the offices mentioned in Section 115.010 hereof may be held by the same person. [Ord. No. 386 § 2, 7-10-1975]

Section 115.030. Officers' Oath — Bond.

- A. Every Mayor, Councilman and Officer of the City, before entering upon the duties of his/her office, shall take and subscribe to an oath or affirmation before the City Clerk, that he/she

possesses all the qualifications prescribed for his/her office by law; that he/she will support the Constitution of the United States, and of the State of Missouri, the provisions of all laws of this State affecting Cities of this class, and the ordinances of the City, and faithfully demean himself/herself in office; which official oath or affirmation shall be filed with the City Clerk.

- B. Every officer of the City, when required by law or ordinance, shall, within fifteen(15) days after his/her election or appointment, and before entering upon the discharge of the duties of his/her office, give bond to the City in such sum and with such sureties as shall be designated by ordinance, conditioned for the faithful performance of his/her duty, and that he/she will pay over all monies belonging to the City, as provided by law, that may come into his/her hands.
- C. If any person elected or appointed to any office shall fail to take and subscribe such oath or affirmation, or to give bond as herein required, his/her office shall be deemed vacant. For any breach of condition of any such bond, suit may be instituted thereon by the City, or by any person in the name of the City for the use of such person. [RSMo. § 77.390]

Section 115.040. May Suspended or Remove Appointed Officers with Consent of Council.

- A. The persons appointed to the offices mentioned in Section 115.010 hereof shall serve at the pleasure of the Mayor and the City Council; provided, however, that the City Administrator may suspend any such officer (with or without pay) until the next regular meeting of the City Council.
- B. The Mayor may, upon the recommendation of the City Administrator and with the consent of a majority of all the members elected to the Council, remove from office any appointive officer of the City at will; and any such appointive officer may be so removed by a two-thirds (2/3) vote of all the members elected to the Council, independently of the Mayor's approval or recommendation. The Council may pass ordinances regulating the manner of impeachment and removals. [RSMo. § 77.340; Ord. No. 386 §3]

Section 115.050. Vacancies of Appointed Officials — How Filled.

If a vacancy occurs in an appointed office, the Mayor shall appoint, upon the recommendation of the City Administrator, a suitable person to discharge the duties of the same until the first regular meeting of the Council thereafter, at which time the vacancy shall be permanently filled. [RSMo. § 77.450]

ARTICLE II

Appointed Officers

Section 115.060. City Clerk – Duties

- A. The City Clerk shall perform all duties required by law or separate ordinance pertaining to the City Clerk, and shall act as Secretary to the Mayor and City Council, Chief Administrative Assistant to the City Administrator, Manager of Human Resources and shall exercise general supervision over the Administrative staff of City Hall. He/she shall report daily to the City Administrator. He/she is hereby empowered to administer official oaths, and also oaths to persons certifying to demands or claims against the City.

- B. The City Clerk shall attend all meetings of the City Council and take the minutes of such meetings. The City Clerk shall attend all Committee meetings and keep a record on file of all minutes taken at those meetings to include closed minutes, by the secretary assigned to such committees.
- C. The City Clerk shall be custodian of the records of the City and at his/her discretion, authorize certain members of City administration to act as the City Clerk's designated representative in regards to records requests submitted lawfully as outlined in Chapter 120.
- D. The City Clerk shall also perform any other duties as assigned by the Mayor or City Administrator. [R.O. § 115.010; RSMo. § 77.410]

Section 115.070. Deputy City Clerk

The Deputy City Clerk will serve the Mayor and City Council and the City Administrator in the absence of the City Clerk and will issue notice of, take minutes and attest to any approved ordinance by the City Council in the absence of the City Clerk. He/she may also administer official oaths, and also oaths to persons certifying to demands or claims against the City. The Deputy City Clerk will report to the City Clerk daily, during the City Clerk's absence regarding any of the duties pertaining to the office of the City Clerk listed in Section 115.060 above.

Section 115.080. City Attorney and City Counselor

- A. There is hereby established the offices of City Counselor and City Attorney for the City of Waynesville.
- B. The same person may hold both the office of City Counselor and the office of City Attorney as per Section 115.020.
- C. Only a person who is a member in good standing of the Missouri Bar shall be eligible to serve as either City Counselor or City Attorney.
- D. The Mayor, with the consent and approval of a majority of the members of the City Council, shall appoint a person to serve as City Counselor and a person to serve as City Attorney.
- E. The person(s) appointed, from time to time, to the offices of City Counselor and City Attorney shall serve at the pleasure of the Mayor and City Council; provided however, that the Mayor may suspend any such officer (with or without pay, as determined by the Mayor at the time of such suspension) until the next regular meeting of the City Council at which the question of removal or retention of that officer shall be determined.
- F. The City Attorney shall prosecute, in the name of the City, all actions for violations of municipal ordinances of the City of Waynesville.
- G. The City Counselor shall draft and review ordinances and contracts and other legal forms for the City, and shall give legal advice to the City Council and the other officers of the City and shall perform such other legal duties as may be directed by the Mayor or by the City Council.
- H. Notwithstanding any other provisions contained in this Section, in the event of any suit or action at law or in equity brought by or against the City (other than prosecutions for violations of municipal ordinances) the City Council shall, by resolution, employ one (1) or more attorneys to represent the City in such proceedings.

- I. The person holding the position of City Attorney shall be a voter under the laws and Constitution of the State of Missouri, but need not be a resident of the City.
- J. The person holding the position of City Counselor shall be a voter under the laws and Constitution of the State of Missouri but need not be a resident of the City.
- K. The City Counselor and the City Attorney shall be compensated as may be provided, from time to time, by ordinance. [R.O. 2010 § 115.100; Ord. No. 731 §§ 1–11, 5-21-1992; Ord. No. 1065 § 1, 1-17-2002]

Section 115.090. Chief of Police

- A. The Office of Chief of Police of the City of Waynesville shall be an appointed position instead of an elective office.
- B. The Chief of Police of the City of Waynesville and all references in ordinances of the City of Waynesville (including ordinances heretofore adopted and ordinances hereinafter adopted) shall refer to the person for which the title "Marshall" was previously used.
- C. There shall be no term of office for the position of Chief of Police, who shall be appointed by the Mayor, with the recommendation of the City Administrator, and a majority vote of the City Council; however, the position is subject to removal as provided by the terms of this Section, or other applicable ordinances.
- D. The City Administrator shall have the duty to recommend to the Mayor persons to fill vacancies in the office of Chief of Police.
- E. The City Administrator shall have the right to remove from office the person holding the office of Chief of Police in accordance with Chapter 116, as the same may be amended, from time to time. [R.O. 2010 § 115.080; Ord. No. 619 §§ 1–5, 9-25-1986; Ord. No. 2177, 10-15-2015]

Section 115.100. Finance Officer

- A. The office of Finance Officer for the City of Waynesville shall be appointed by the Mayor, on the recommendation of the City Administrator, with the consent and approval of a majority of the members of the City Council.
- B. The Finance Officer will prepare monthly financial reports detailing expenditures, revenues and bank balances. A summary of revenues and expenditures will be presented at each City Council meeting. The Finance Officer shall review all the expenditure requests and revenue estimates, after which they shall prepare the proposed budget. All officers and employees of the City shall cooperate with and provide to the Finance Officer such information and records as are required in developing the budget and providing information for the yearly fiscal audit.
- C. The Finance Officer shall perform all the duties of the Treasurer and Finance Officer, except where duplicate records are required, including, but not limited to: keeping the regular books of accounts, supervising the accounting system, certify annual tax levy to County Collector, maintain special assessment records, prepare the annual fiscal budget before January 1 of each year and submit to City Council for final approval, maintain a file of annual inventories, receive monies of the municipality and maintain a cash receipts journal.

- D. The Finance Officer shall be responsible for accounting and finance administration of the City in compliance with legal provisions and generally accepted governmental accounting practices as well as fiscal procedures applicable to the field of municipal finance.
- E. The City Administrator shall have the right to remove from office the person holding the office of Finance Officer in accordance with Chapter 116, as the same may be amended from time to time. [Ord. No. 1976 §§ 1–7, 6-21-2012]

ARTICLE III

Miscellaneous Provisions

Section 115.120. May Require Officers to Exhibit Accounts.

The Mayor shall have power to require, as often as he/she may deem it necessary, any officer of the City to exhibit his/her accounts or other papers or records, and to make report to the Council, in writing, touching any subject or matter pertaining to his/her office. [RSMo. § 77.310]

Chapter 116

CITY ADMINISTRATOR

- 116.010.** Position Created.
- 116.020.** Requirements.
- 116.030.** Removal from Office.
- 116.040.** Resignation from Office.
- 116.050.** Powers and Duties.

CHAPTER 116

City Administrator

Section 116.010 Position Created

The position of City Administrator is hereby created for the City of Waynesville, Missouri. [Ord. No. 486 §1]

Section 116.020 Requirements

- A. The person holding the office of City Administrator of the City of Waynesville shall:
 - 1. Be at least twenty-one (21) years of age;
 - 2. Be a resident either within the City limits of the City of Waynesville or within the unincorporated portion of Pulaski County, Missouri;
 - 3. Maintain phone service at his/her place of residence.
- B. The person holding the office of City Administrator shall devote his/her full time to the performance of the duties of that office.
- C. No member of the City Council of the City of Waynesville shall be appointed as City Administrator during the time that he/she is serving on the City Council or within one (1) year after that person ceases to be a member of the City Council.
- D. The City Administrator shall be chosen on the basis of his/her qualifications but without regard to his/her political affiliations.
- E. The office of City Administrator shall be filled, from time to time, by a majority vote of the City Council and with the recommendation and approval of the Mayor. [Ord. No. 486 §2-3; Ord. No. 1139 §1-5, 8-19-04]

Section 116.030 Removal from Office

- A. The City Administrator may be removed from office by the Mayor, with the concurrence of a majority of the members of the City Council, or the City Administrator may be removed from office by two-thirds of the members of the City Council independent of the approval of the Mayor. Provided, however, that if, within five (5) days after any removal of the City Administrator from office, the City Administrator gives a written request therefor to the City Clerk, the City Council shall grant the City Administrator a public hearing on the question of his/her being removed from office. This public hearing shall be held on a date fixed by the City Council but it shall be not more than thirty (30) days after the request therefor is made by the City Administrator (unless the City Administrator and City Council together agree on a later date), and during the period of time before the hearing the City Administrator shall continue to serve as such unless the City Council, by a two-thirds majority, elects to suspend him/her, and in the event of any such suspension his/her salary shall be continued. After the completion of the said public hearing, the question of removal of the City Administrator from office shall again be considered by the City Council, and if the Mayor and a majority of the members of the City Council (or a two-thirds majority of the members of the City Council independent of the approval of the Mayor) uphold the removal of the City Administrator then he/she shall be

immediately removed from office, but if the removal of the City Administrator is not so upheld then he/she shall continue in office. Provided, further, that in all instances in which the City Administrator is removed from office he/she shall continue to receive his salary for a period of sixty (60) days after the final effective date of his removal from office, except that if the City Council, by a three-fourths vote, finds and determines that his removal is the result of dishonesty or lack of moral turpitude on his part then his salary shall stop as of the final effective date of his removal from office. [Ord. No. 486 §4]

Section 116.040 Resignation from Office

The City Administrator shall give written notice of his resignation to the Mayor and City Council not less than sixty (60) days prior to the effective date of such resignation, in the event the City Administrator decides to voluntarily resign his office. [Ord. No. 486 §5]

Section 116.050 Duties of City Administrator

A. The City Administrator shall be the chief administrative assistant to the Mayor and as such shall have general superintending control of the administration and management of the government business, officers and employees of the City, subject to the direction and supervision of the Mayor, and subject also to the restrictions contained in this Section. To that end, the City Administrator shall have power and shall be required to:

1. Appoint and, when necessary, for the good of the City, suspend or remove all officers and employees, other than elected officers. Provided, however, that if the City Administrator removes any officer or employee then such officer or employee shall be entitled to a public hearing before the City Council on the question of such removal if the officer or employee makes written request therefor to the City Clerk within ten (10) days after the date of such removal. The hearing shall take place at the next regular City Council meeting after the date the said request therefor is given to the City Clerk (and no notice of such meeting shall be required to be given to the officer or employee) or at a special City Council meeting (in which case at least 48 hours' written notice thereof shall be given to the officer or employee). If the City Council overrules the action of the City Administrator, then the officer or employee shall be reinstated with pay retroactive to the date of attempted removal by the City Administrator.

Whenever necessary to fill vacancies that are required by law or ordinance to be appointed by the City Council and/or the Mayor, the City Administrator shall submit the names of qualified individuals for approval and shall, upon request, give his recommendation as to the individual best qualified for such appointment. All appointments, removals and suspensions by the City Administrator, and all recommendations made by him shall be based solely on the merit, qualifications or disqualifications of the individual concerned without regard to his political affiliations.

2. Prepare the budget annually and submit it to the City Council together with a message describing the important features and be responsible for its administration after adoption.
3. Review, develop and implement standard accounting procedures for all financial operations of the City, and to recommend to the City Council such measures as he deems necessary or appropriate to comply with recommendations which may have been in the past, or may be in the future, presented to the City by independent auditor(s) employed by the City; and to keep the City Council fully advised of the current financial condition of the City and of the probable future financial condition and needs of the City, and to make

such recommendations to the City Council as he deems desirable relating to the financial condition of the City; and, as soon as feasible after the end of each fiscal year, to prepare and submit to the City Council a complete report on the finances and administrative activities of the City for the preceding fiscal year.

4. Present to the City Council, with recommendations for its adoption, standard personnel procedures to include position classifications and pay schedules for all employees of the City, and amendments thereto when he deems it appropriate.
5. Present to the City Council, with recommendations for their adoption, such standard rules and regulations as he feels may be necessary or expedient for the conduct of the affairs of the City, including recommendations from time to time for changes in such rules, and regulations and recommendations for consolidation of offices, positions or departments.
6. Attend all meetings of the City Council unless excused therefrom, and take part in the discussion of all matters coming before the Council when required to do so by the Mayor or any member of the City Council. Provided, however, that the City Administrator shall remove himself from any portion of a meeting of the City Council held as a closed meeting if the person requesting the closed meeting requests that he not be present at the meeting.
7. Recommend from time to time the adoption of such measures as he may deem necessary or expedient for the health, safety or welfare of the City, or the improvement of the administration of the business and affairs of the City.
8. Meet with, and take part in the discussions of all standing and special committees of the City Council, unless excused therefrom or unless requested not to do so by the Mayor or by the Chairman of the committee.
9. Investigate the affairs of the City and all departments thereof, and to investigate all complaints in relation to matters concerning the administration of the government of the City and concerning services performed by the City.
10. See that all franchises and permits granted to or by the City are faithfully observed.
11. Supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget by the following:
 - a. Let contracts when necessary, for the purchase of materials, supplies and equipment when needed for the operation or maintenance of City services for amounts not exceeding \$500.00 per contract or purchase.
 - b. If the purchase is over \$500.00, a purchase order must be prepared and presented to the City Administrator for approval. All purchase orders shall be submitted with no less than three (3) bids for merchandise/services unless the merchandise or service has only one provider or circumstances prevent the requirement if approved by the City Administrator.
 - c. The City Administrator and Department Supervisors are authorized to make purchases as deemed necessary for the day-to-day operations of the City in accordance with approved budget and/or guidance from the Mayor or appropriate Council Committee. Extraordinary purchases not included in the budget over the amount of \$15,000 require the approval of the City Administrator and/or Mayor or

the appropriate Committee. Extraordinary budget purchases not included in the budget over the amount of \$30,000 require a majority vote of the City Council.

12. Represent the City at all functions when directed to do so by the Mayor or the City Council, and to serve as liaison officer between the City Council and civic organizations.
 13. Conduct surveys and collect information of value to the City Council, including investigation of all grant and aid programs available to the City and to inform the City Council and the various departments of the City of such programs.
 14. Meet with, and take part in the discussions of, all boards and commissions relating to the affairs of the City, including boards and commissions established by law or by City ordinance, unless excused therefor or unless requested not to do so by the Mayor or by the Chairman of the committee.
 15. Perform such other duties as may be required by the Mayor or the City Council, not inconsistent with law or City ordinances.
- B. None of the members of the City Council shall direct or request the appointment of any person to, or his removal from, office by the City Administrator or in any manner take part in the appointment or removal of officers and employees in the administrative services of the City, and none of the members of the City Council shall attempt to exercise any personal authority over the City Administrator. Except for purposes of inquiry and investigation, the City Council shall deal with the administrative service of the City solely through the City Administrator and neither the City Council nor any member thereof shall give orders to any subordinates of the City Administrator, either publicly or privately.
- C. The City Administrator shall receive such compensation as may be determined and set from time to time by the City Council by ordinance. [Ord. No. 486 §6-9; Ord. No. 540 §1; Ord No. 2096 §1-5]

Chapter 117

CONFLICTS OF INTEREST

[As provided in Section 105.450 et seq., RSMo., the City's Conflicts of Interest Ordinance is required to be reenacted every two (2) years. The current provisions are on file in the office of the City Clerk.]

CHAPTER 120

OPEN MEETINGS AND RECORDS POLICY

Article I – General Provisions

120.010	Definitions
120.020	Meetings, Records and Votes to be Public – Exceptions.
120.030	Electric Transmissions – Public Record – When.
120.040	Notices of Meetings.
120.045	Notice Required for Public Meeting on Tax Increases, Eminent Domain, Creation of Certain Districts and Certain Redevelopment Plans.
120.050	Closed Meetings – How Held.
120.060	Journals of Meetings and Records of Voting.
120.070	Accessibility of Meetings.
120.080	Segregation of Exempt Material
120.090	Custodian Designated – Response to Request for Access to Records
120.100	Fees for Copying Public Records – Limitations

Article II – Law Enforcement Records

120.110	Definitions
120.120	Police Department Records
120.130	Effect of Nolle Pros, Dismissal and Suspended Imposition of Sentence on Records.
120.140	Public Access of Closed Arrest Records
120.150	“911” Telephone Reports
120.160	Daily Log or Record Maintained by Police Department of Crimes, Accidents or Complaints – Public Access to Certain Information.

ARTICLE I

GENERAL PROVISIONS

Section 120.010. Definitions.

As used in this Chapter, unless the context otherwise indicates, the following terms mean:

CLOSED MEETING, CLOSED RECORD or CLOSED VOTE – Any meeting, record or vote closed to the public.

COPYING – If requested by a member of the public, copies provided as detailed in Section 120.100 of this Chapter, if duplication equipment is available.

PUBLIC BUSINESS – All matters which relate in any way to performance of the City's functions or the conduct of its business.

PUBLIC GOVERNMENTAL BODY – Any legislative, administrative or governmental entity created by the Constitution or Statutes of this State, orders or ordinances of the City, judicial entities when operating in an administrative capacity or by executive order, including:

- A. Any advisory committee or commission appointed by the Mayor or City Council.
- B. Any department or division of the City.
- C. Any other legislative or administrative governmental deliberative body under the direction of three (3) or more elected or appointed members having rule-making or quasi-judicial power.
- D. Any committee appointed by or at the direction of any of the entities and which is authorized to report to any of the above-named entities, any advisory committee appointed by or at the direction of any of the named entities for the specific purpose of recommending, directly to the public governmental body's governing board or its Chief Administrative Officer, policy or policy revisions or expenditures of public funds.
- E. Any quasi-public governmental body. The term "quasi-public governmental body" means any person, corporation or partnership organized or authorized to do business in this State pursuant to the provisions of Chapters 352, 353 or 355, RSMo., or unincorporated association which either:
 1. Has as its primary purpose to enter into contracts with public governmental bodies or to engage primarily in activities carried out pursuant to an agreement or agreements with public governmental bodies; or
 2. Performs a public function, as evidenced by a statutorily or ordinance-based capacity, to confer or otherwise advance, through approval, recommendation or other means, the allocation or issuance of tax credits, tax abatement, public debt, tax exempt debt, rights of eminent domain, or the contracting of lease-back agreements on structures whose annualized payments commit public tax revenues;

or any association that directly accepts the appropriation of money from the City, but only to the extent that a meeting, record or vote relates to such appropriation.

PUBLIC MEETING – Any meeting of a public governmental body subject to this Chapter

at which any public business is discussed, decided or public policy formulated, whether such meeting is conducted in person or by means of communication equipment, including, but not limited to, conference call, video conference, Internet chat or Internet message board. The term "public meeting" shall not include an informal gathering of members of a public governmental body for ministerial or social purposes when there is no intent to avoid the purposes of this Chapter, but the term shall include a vote of all or a majority of the members of a public governmental body, by electronic communication or any other means, conducted in lieu of holding a public meeting with the members of the public governmental body gathered at one (1) location in order to conduct public business.

PUBLIC RECORD— Any record, whether written or electronically stored, retained by or of any public governmental body, including any report, survey, memorandum, or other document or study prepared for the public governmental body by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body. The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting. Any documents or study prepared for a public governmental body by a consultant or other professional service as described in this Section shall be retained by the public governmental body in the same manner as any other public record.

PUBLIC VOTE— Any vote, whether conducted in person, by telephone, or by any other electronic means, cast at any public meeting of any public governmental body. [RSMo. § 610.010, 2004]

Section 120.020. Meetings, Records and Votes to Be Public — Exceptions.

- A. All meetings, records and votes are open to the public, except that any meeting, record or vote relating to one (1) or more of the following matters, as well as other materials designated elsewhere in this Chapter, shall be closed unless the public governmental body votes to make them public:
 - 1. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public governmental body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of Section 610.011, RSMo.; however, the amount of any monies paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record.

2. Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes or vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate.
3. Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two (72) hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this Subsection, the term "personal information" means information relating to the performance or merit of individual employees.
4. Non-judicial mental or physical health proceedings involving an identifiable person, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment.
5. Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again.
6. Welfare cases of identifiable individuals.
7. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.
8. Software codes for electronic data processing and documentation thereof.
9. Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid.
10. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.
11. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such.
12. Records which are protected from disclosure by law.
13. Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest.
14. Records relating to municipal hotlines established for the reporting of abuse and wrongdoing.

15. Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this Chapter.
16. Operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records.
17. Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a non-public entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety.
 - a. Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open.
 - b. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property and shall in the same writing state that the public interest in non-disclosure outweighs the public interest in disclosure of the records.
 - c. Records that are voluntarily submitted by a non-public entity shall be reviewed by the receiving agency within ninety (90) days of submission to determine if retention of the document is necessary in furtherance of a State security interest. If retention is not necessary, the documents shall be returned to the non-public governmental body or destroyed.
18. The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property.
19. Records that identify the configuration of components or the operation of a computer, computer system, computer network or telecommunications network and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network or telecommunications network, including the amount of monies paid by, or on behalf of, a public governmental body for such computer, computer system, computer network or telecommunications network, shall be open.
20. Credit card numbers, personal identification numbers, digital certificates, physical

and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this Section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body. [RSMo. § 610.021, 2004, 2008, 2009, 2013, 2018]

Section 120.030. Electronic Transmissions – Public Record – When.

Any member of a public governmental body who transmits any message relating to public business by electronic means shall also concurrently transmit that message to either the member's public office computer or the custodian of records in the same format. The provisions of this Section shall only apply to messages sent to two (2) or more members of that body so that, when counting the sender, a majority of the body's members are copied. Any such message received by the custodian or at the member's office computer shall be a public record subject to the exception of Section 610.021, RSMo. [RSMo. § 610.025, 2004]

Section 120.040. Notices of Meetings.

- A. All public governmental bodies shall give notice of the time, date and place of each meeting and its tentative agenda in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by Internet chat, Internet message board or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a particular public governmental body concurrent with the notice being made available to the members of the particular governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if no such office exists, at the building in which the meeting is to be held.
- B. Notice conforming with all of the requirements of Subsection (A) of this Section shall be given at least twenty-four (24) hours, exclusive of weekends and holidays when City Hall is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given.
- C. The City shall allow for the recording by audiotape, videotape or other electronic means of any open meeting. The City may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any meeting, record or vote closed pursuant to the provisions of Section 120.020 shall be permitted without permission of the City; any person who violates this provision shall be guilty of an ordinance violation.
- D. Each governmental body proposing to hold a closed meeting or vote shall give notice of the time, date and place of such closed meeting or vote and the reason for holding it by reference to a specific exception allowed pursuant to Section 120.020 hereof. The notice shall be the same as described in Subsection (A) herein.

- E. A formally constituted subunit of a parent governmental body may conduct a meeting without notice during a lawful meeting of the parent governmental body, a recess in that meeting, or immediately following that meeting if the meeting of the subunit is publicly announced at the parent meeting and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the parent governmental body. [RSMo. §§ 610.020.1 – 3, 5, 2004; 610.022.2]

Section 120.045. Notice Required for Public Meeting on Tax Increases, Eminent Domain, Creation of Certain Districts, And Certain Redevelopment Plans.

For any public meeting where a vote of the City Council is required to implement a tax increase, or with respect to a retail development project when the City Council votes to utilize the power of eminent domain, create a transportation development district or a community improvement district, or approve a redevelopment plan that pledges public funds as financing for the project or plan, the City Council or any entity created by the City shall give notice conforming with all the requirements of Subsection (1) of Section 610.020, RSMo., at least four (4) days before such entity may vote on such issues, exclusive of weekends and holidays when the facility is closed; provided that this Section shall not apply to any votes or discussion related to proposed ordinances which require a minimum of two (2) separate readings on different days for their passage. The provisions of Subsection (4) of Section 610.020, RSMo., shall not apply to any matters that are subject to the provisions of this Section. No vote shall occur until after a public meeting on the matter at which parties in interest and citizens shall have an opportunity to be heard. If the notice required under this Section is not properly given, no vote on such issues shall be held until proper notice has been provided under this Section. Any legal action challenging the notice requirements provided herein shall be filed within thirty (30) days of the subject meeting, or such meeting shall be deemed to have been properly noticed and held. For the purpose of this Section, a tax increase shall not include the setting of the annual tax rates provided for under Sections 67.110 and 137.055, RSMo. [RSMo. § 67.2725]

Section 120.050. Closed Meetings – How Held.

- A. Except as set forth in Subsection (D) of Section 120.040, no meeting or vote may be closed without an affirmative public vote of the majority of a quorum of the public governmental body. The vote of each member of the governmental body on the question of closing a public meeting or vote and the specific reason for closing that public meeting or vote by reference to a specific Section of this Chapter shall be announced publicly at an open meeting of the governmental body and entered into the minutes.
- B. Any meeting or vote closed pursuant to Section 120.020 shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote. Public governmental bodies shall not discuss any business in a closed meeting, record or vote which does not directly relate to the specific reason announced to justify the closed meeting or vote. Public governmental bodies holding a closed meeting shall close only an existing portion of the meeting facility necessary to house the members of the public governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the public governmental body following the closed session. [RSMo. §§ 610.022.1, 610.022.3, 2004]

Section 120.060. Journals of Meetings and Records of Voting.

- A. Except as provided in Section 120.020, rules authorized pursuant to Article III of the Missouri Constitution and as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected shall be cast by members of the public governmental body who are physically present and in attendance at the meeting or who are participating via videoconferencing. When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, Internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.
- B. A journal or minutes of open and closed meetings shall be taken and retained by the public governmental body, including, but not limited to, a record of any vote taken at such meeting. The minutes shall include the date, time, place, members present, members absent, and a record of votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. [RSMo. §§ 610.015, 2004, 2013; 610.020.7, 2004]

Section 120.070. Accessibility of Meetings.

- A. Each meeting shall be held at a place reasonably accessible to the public and of sufficient size to accommodate the anticipated attendance by members of the public and at a time reasonably convenient to the public unless for good cause such a place or time is impossible or impractical. Every reasonable effort shall be made to grant special access to the meeting to handicapped or disabled individuals.
- B. When it is necessary to hold a meeting on less than twenty-four (24) hours' notice, or at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes. [RSMo. §§ 610.020.2, 2004; 610.020.4, 2004]

Section 120.080. Segregation of Exempt Material.

If a public record contains material which is not exempt from disclosure, as well as material which is exempt from disclosure, the custodian shall separate the exempt and non-exempt material and make the non-exempt material available for examination and copying in accord with the policies provided herein. When designing a public record the custodian shall, to the extent practicable, facilitate a separation of exempt from non-exempt information. If the separation is readily apparent to a person requesting to inspect or receive copies of the form, the custodian shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption. [RSMo. § 610.024]

Section 120.090. Custodian Designated — Response to Request for Access To Records.

- A. The City Clerk shall be the custodian of records and will be responsible for maintenance and control of all records. The custodian may designate deputy custodians in operating departments of the City and such other departments or offices as the custodian may determine. Deputy custodians shall conduct matters relating to public records and meetings in accord with the policies enumerated herein.
- B. Each public governmental body shall make available for inspection and copying by the public of that body's public records. No person shall remove original public records from the office of a public governmental body or its custodian without written permission of the designated custodian. No public governmental body shall, after August 28, 1998, grant to any person or entity, whether by contract, license or otherwise, the exclusive right to access and disseminate any public record unless the granting of such right is necessary to facilitate coordination with, or uniformity among, industry regulators having similar authority.
- C. Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third business day following the date the request is received by the custodian of records of a public governmental body. If records are requested in a certain format, the public body shall provide the records in the requested format, if such format is available. If access to the public record is not granted immediately, the custodian shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three (3) days for reasonable cause.
- D. If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request for the statement is received. [RSMo. § 610.023, 2004]

Section 120.100. Fees for Copying Public Records — Limitations.

- A. Except as otherwise provided by law, each public governmental body shall provide access to and, upon request, furnish copies of public records subject to the following:
 - 1. Fees for copying public records, except those records restricted under Section 32.091, RSMo., shall not exceed ten cents (\$0.10) per page for a paper copy not larger than nine (9) inches by fourteen (14) inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the public governmental body shall produce the copies using employees of the body that result in the lowest amount of charges for search, research and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when the public governmental body determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and is not primarily

in the commercial interest of the requester.

2. Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices and for paper copies larger than nine (9) inches by fourteen (14) inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the public governmental body required for making copies and programming, if necessary, and the cost of the disk, tape or other medium used for the duplication. Fees for maps, blueprints or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual cost of such programming.
- B. Payment of such copying fees may be requested prior to the making of copies. [RSMo. § 610.026, 2004]

ARTICLE II

Law Enforcement Records

Section 120.110. Definitions.

As used in this Article, the following terms shall have the following definitions:

ARREST – An actual restraint of the person of the defendant, or by his/her submission to the custody of the officer, under authority of a warrant or otherwise for a criminal violation which results in the issuance of a summons or the person being booked.

ARREST REPORT – A record of a law enforcement agency of an arrest and of any detention or confinement incident thereto together with the charge therefor.

INACTIVE – An investigation in which no further action will be taken by a law enforcement agency or officer for any of the following reasons:

- A. A decision by the law enforcement agency not to pursue the case.
- B. Expiration of the time to file criminal charges pursuant to the applicable statute of limitations or ten (10) years after the commission of the offense, whichever date earliest occurs.
- C. Finality of the convictions of all persons convicted on the basis of the information contained in the investigative report, by exhaustion of or expiration of all rights of appeal of such persons.

INCIDENT REPORT – A record of a law enforcement agency consisting of the date, time, specific location, name of the victim, and immediate facts and circumstances surrounding the initial report of a crime or incident, including any logs of reported crimes, accidents and complaints maintained by that agency.

INVESTIGATIVE REPORT – A record, other than an arrest or incident report, prepared by

personnel of a law enforcement agency inquiring into a crime or suspected crime either in response to an incident report or in response to evidence developed by law enforcement officers in the course of their duties.

MOBILE VIDEO RECORDER – Any system or device that captures visual signals that is capable of installation and being installed in a vehicle or being worn or carried by personnel of a law enforcement agency and that includes, at minimum, a camera and recording capabilities.

MOBILE VIDEO RECORDING – Any data captured by a mobile video recorder, including audio, video, and any metadata.

NON-PUBLIC LOCATION – A place where one would have a reasonable expectation of privacy, including but not limited to a dwelling, school, or medical facility. [RSMo. § 610.100, 2016]

Section 120.120. Police Department Records.

- A. The Police Department of the City shall maintain records of all incidents reported to the Police Department and investigations and arrests made by the Police Department. All incident reports and arrest reports shall be open records.
 - 1. Notwithstanding any other provision of law other than the provisions of Subsections 4, 5 and 6 of Section 610.100, RSMo., or Section 320.083, RSMo., mobile video recordings and investigative reports of all law enforcement agencies are closed records until the investigation becomes inactive.
 - 2. If any person is arrested and not charged with an offense against the law within thirty (30) days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed and except as provided in Section 120.140 of this Chapter.
 - 3. Except as provided in Subsections 3 and 5 of Section 610.100, RSMo., a mobile video recording that is recorded in a non-public location is authorized to be closed, except that any person who is depicted in the recording or whose voice is in the recording, a legal guardian or parent of such person if he or she is a minor, a family member of such person within the first degree of consanguinity if he or she is deceased or incompetent, an attorney for such person, or insurer of such person, upon written request, may obtain a complete, unaltered, and unedited copy of a recording under and pursuant to Section 610.100, RSMo.
- B. Except as provided in Subsections (C) and (D) of this Section, if any portion of a record or document of a Police Department Officer or the Police Department, other than an arrest report which would otherwise be open, contains information that is reasonably likely to pose a clear and present danger to the safety of any victim, witness, undercover officer or other person; or jeopardize a criminal investigation, including records which would disclose the identity of a source wishing to remain confidential or a suspect not in custody; or which would disclose techniques, procedures or guidelines for Police Department investigations or prosecutions, that portion of the record shall be closed and shall be redacted from any record made available pursuant to this Chapter.
- C. Any person, including a legal guardian or parent of such person if he or she is a minor, a family member of such person within the first degree of consanguinity of such person

- if deceased or incompetent, attorney for a person, or insurer of a person involved in any incident or whose property is involved in an incident may obtain any records closed pursuant to this Section or Section 120.140 for purposes of investigation of any civil claim or defense as provided by this Subsection. Any individual, legal guardian or parent of such person if he or she is a minor, his/her attorney or insurer involved in an incident or whose property is involved in an incident, upon written request, may obtain a complete unaltered and unedited incident report concerning the incident and may obtain access to other records closed by the Police Department pursuant to this Section. Within thirty (30) days of such request, the Police Department shall provide the requested material or file a motion pursuant to this Subsection with the Circuit Court having jurisdiction over the Police Department stating that the safety of the victim, witness or other individual cannot be reasonably ensured, or that a criminal investigation is likely to be jeopardized. Pursuant to Section 610.100(4), RSMo., if, based on such motion, the court finds for the Police Department, the court shall either order the record closed or order such portion of the record that should be closed to be redacted from any record made available pursuant to this Subsection.
- D. Any person may apply pursuant to this Subsection to the Circuit Court having jurisdiction for an order requiring a law enforcement agency to open incident reports and arrest reports being unlawfully closed pursuant to the Section. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has knowingly violated this Section, the officer or agency shall be subject to a civil penalty in an amount up to one thousand dollars (\$1,000.00). If the court finds that there is a knowing violation of this Section, the court may order payment by such officer or agency of all costs and attorneys' fees, as provided by Section 610.027, RSMo. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has purposely violated this Section, the officer or agency shall be subject to a civil penalty in an amount up to five thousand dollars (\$5,000.00) and the court shall order payment by such officer or agency of all costs and attorney fees, as provided in Section 610.027, RSMo. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the law enforcement officer or agency has violated this Section previously.
- E. The victim of an offense as provided in Chapter 566, RSMo., may request that his/her identity be kept confidential until a charge relating to such incident is filed.
- F. Any person who requests and receives a mobile video recording that was recorded in a non-public location under and pursuant to Section 610.100, RSMo., is prohibited from displaying or disclosing the mobile video recording, including any description or account of any or all of the mobile video recording, without first providing direct third-party notice to each person not affiliated with a law enforcement agency or each nonlaw enforcement agency individual whose image or sound is contained in the recording, and affording, upon receiving such notice, each person appearing and whose image or sound is contained in the mobile video recording no less than ten (10) days to file and serve an action seeking an order from a court of competent jurisdiction to enjoin all or some of the intended display, disclosure, description, or account of the recording. Any person who fails to comply with the provisions of this Subsection is subject to damages in a civil action proceeding. [RSMo. § 610.100[2][3][4][6][7], 2004, 2016]

Section 120.130. Effect of Nolle Pros, Dismissal and Suspended Imposition Of Sentence On Records.

- A. If the person arrested is charged but the case is subsequently nolle prossed, dismissed, or the accused is found not guilty, or imposition of sentence is suspended in the court

in which the action is prosecuted, official records pertaining to the case shall thereafter be closed records when such case is finally terminated, except as provided in Subsection (B) of this Section and Section 120.140 and except that the court's judgment or order or the final action taken by the prosecutor in such matters may be accessed. If the accused is found not guilty due to mental disease or defect pursuant to Section 552.030, RSMo., official records pertaining to the case shall thereafter be closed records upon such findings, except that the disposition may be accessed only by law enforcement agencies, child care agencies, facilities as defined in Section 198.006, RSMo., and in-home services provider agencies as defined in Section 660.250, RSMo., in the manner established by Section 120.140.

- B. If the person arrested is charged with an offense found in Chapter 566, RSMo., Section 568.045, 568.050, 568.060, 568.065, 573.200, 573.205 or 568.175, RSMo., and an imposition of sentence is suspended in the court in which the action is prosecuted, the official records pertaining to the case shall be made available to the victim for the purpose of using the records in his/her own judicial proceeding or if the victim is a minor to the victim's parents or guardian, upon request. [RSMo. § 610.105, 2006]

Section 120.140. Public Access of Closed Arrest Records.

- A. Except as otherwise provided under Section 610.124, RSMo., records required to be closed shall not be destroyed; they shall be inaccessible to the general public and to all persons other than the defendant except as provided in this Section and Chapter 43, RSMo. Closed records shall be available to: criminal justice agencies for the administration of criminal justice pursuant to Section 43.500, RSMo., criminal justice employment, screening persons with access to criminal justice facilities, procedures and sensitive information; to law enforcement agencies for issuance or renewal of a license, permit, certification, or registration of authority from such agency including, but not limited to, watchmen, security personnel, private investigators, and persons seeking permits to purchase or possess a firearm; those agencies authorized by Chapter 43, RSMo., and applicable State law when submitting fingerprints to the central repository; the Sentencing Advisory Commission created in Section 558.019, RSMo., for the purpose of studying sentencing practices in accordance with Chapter 43, RSMo.; to qualified entities for the purpose of screening providers defined in Chapter 43, RSMo.; the Department of Revenue for driver license administration; the Department of Public Safety for the purposes of determining eligibility for crime victims' compensation pursuant to Sections 595.010 to 595.075, RSMo.; Department of Health and Senior Services for the purpose of licensing and regulating facilities and regulating in-home services provider agencies and Federal agencies for purposes of criminal justice administration, criminal justice employment, child, elderly, or disabled care, and for such investigative purposes as authorized by law or presidential executive order.
- B. These records shall be made available only for the purposes and to the entities listed in this Section. A criminal justice agency receiving a request for criminal history information under its control may require positive identification, to include fingerprints of the subject of the record search, prior to releasing closed record information. Dissemination of closed and open records from the Missouri criminal records repository shall be in accordance with Section 43.509, RSMo. All records which are closed records shall be removed from the records of the Police Department and Municipal Court which are available to the public and shall be kept in separate records which are to be held confidential and, where possible, pages of the public record shall be retyped or rewritten omitting those portions of the record which deal with the defendant's case. If retyping or rewriting is not feasible because of the permanent nature of the record books, such record entries shall be blacked out and recopied in a confidential book. [RSMo. § 610.120, 2003, 2014, 2018]

Section 120.150. "911" Telephone Reports.

Except as provided by this Section, any information acquired by the Police Department or a first responder agency by way of a complaint or report of a crime made by telephone contact using the emergency number "911" shall be inaccessible to the general public. However, information consisting of the date, time, specific location, and immediate facts and circumstances surrounding the initial report of the crime or incident shall be considered to be an incident report and subject to Section 120.120. Any closed records pursuant to this Section shall be available upon request by law enforcement agencies or the Division of Workers' Compensation or pursuant to a valid court order authorizing disclosure upon motion and good cause shown. [RSMo. § 610.150, 2013]

Section 120.160. Daily Log or Record Maintained by Police Department of Crimes, Accidents or Complaints – Public Access to Certain Information.

- A. The City of Waynesville Police Department, if it maintains a daily log or record that lists suspected crimes, accidents or complaints, shall make available the following information for inspection and copying by the public:
1. The time, substance and location of all complaints or requests for assistance received by the Police Department;
 2. The time and nature of the Police Department's response to all complaints or requests for assistance; and
 3. If the incident involves an alleged offense or infraction:
 - a. The time, date and location of occurrence;
 - b. The name and age of any victim, unless the victim is a victim of a crime under Chapter 566, RSMo.;
 - c. The factual circumstances surrounding the incident; and
 - d. A general description of any injuries, property or weapons involved.
[RSMo. § 610.200, 2004]

CHAPTER 125

MUNICIPAL COURT

This Chapter is not included in the amendment as there are no changes made to the Chapter

CHAPTER 130

TAXATION AND FINANCE

Article I – General Provisions

Section 130.005	Definitions
Section 130.010	Fiscal Year Established
Section 130.015	Audit of City Books

Article II – Budget

Section 130.020	Budget Required – Contents – Expenditures not to Exceed Revenues
Section 130.030	Budget Officer
Section 130.040	City Council May Revise Budget – Limits – Approval
Section 130.050	Increase of Expenditure Over Budgeted Amount to be Made Only on Formal Resolutions

Article III – Levy of Taxes

Section 130.060	City Council to Provide for Levy and Collection of Taxes – Fix Penalties
Section 130.070	Fixing Ad Valorem Property Tax Rates – Procedure
Section 130.080	Assessment – Method of
Section 130.090	Clerk to Prepare Tax Books
Section 130.100	Taxes Delinquent – When

Article IV – City Sales Taxes

Section 130.110	Opt Out of State Imposed Tax Holiday
Section 130.120	City Sales Tax
Section 130.125	Utilities Tax
Section 130.130	Transportation Tax
Section 130.140	Local Parks Tax
Section 130.150	Extension of Transportation Tax
Section 130.160	Capital Improvements Tax
Section 130.170	Use Tax

Article V – Procurement Policy

Section 130.180	Purchasing Policy – USA Product
Section 130.185	Ordinance from 2014

Article VI – Expense Reimbursement

Section 130.190	Expense Reimbursement for Certain Officials
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Article VII – Enhanced Enterprise Zone

Section 130.200	Enhanced Enterprise Zone
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Article VIII – Acceptable Payment Methods

Section 130.210	Credit Card, Bank Transfer and Debit Card Authorized
Section 130.220	Fee
Section 130.230	Acceptance of Fee

Article IX – Identity Theft Prevention Program

Section 130.240	Adoption of Identity Theft Prevention Program
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Article X – Fund Balance Reserve Policy

Section 130.250	Purpose of Policy
Section 130.260	Policy

Article XI – Debt Management Policy

Section 130.270	Purpose
Section 130.280	Guidelines for Debt Issuance
Section 130.290	Underwriter Selection
Section 130.300	Limitations on Level of Debt to be Issued and Outstanding
Section 130.310	Types of Debt Issuance
Section 130.320	Refunding of Debt

Article XI – Debt Management Policy

Section 130.330	Disclosure and Communication
Section 130.340	Debt Service Fund Balance

ARTICLE I

GENERAL PROVISIONS

Section 130.005. Definitions.

As used in this Article, the following terms shall have the meanings indicated:

ADVANCE REFUNDING — A refinancing transaction in which new (refunding) bonds are issued to repay (refund) outstanding bonds prior to the first call date. The proceeds of the refunding bonds are deposited in an escrow account, invested in government securities, and used to pay debt service (interest, principal and premium, if any) on the refunded bonds through the applicable call date. For accounting purposes, refunding obligations are not considered a part of an issuer's debt.

ARBITRAGE — The difference between the interest paid on the tax-exempt securities and the interest earned by investing the security proceeds in higher-yielding taxable securities. IRS regulations govern arbitrage on the proceeds from issuance of municipal securities.

BOND ANTICIPATION NOTES (BANS) — Notes which are paid from the proceeds of the issuance of long-term bonds. Typically issued for capital projects.

CALL PROVISIONS — The terms of the bond giving the issuer the right to redeem all or a portion of a bond prior to its stated date of maturity at a specific price, usually at or above par.

CAPITAL LEASE — A lease obligation that has met the criteria to be categorized as a capital lease as opposed to an operating lease under generally accepted accounting principles. Capital leases are common in certain types of financing transactions involving the use of revenue bonds as opposed to general obligation bonds.

CAPITALIZED INTEREST — A portion of the proceeds of a bond issue which is set aside to pay interest on the same bond issue for a specific period of time. Interest is commonly capitalized for the construction period of the project.

COMPETITIVE SALE — A sale/auction of securities by an issuer in which underwriters or syndicates of underwriters submit sealed bids to purchase the securities. Contrast to a negotiated sale.

CONTINUING DISCLOSURE — The principle that accurate and complete information material to the transaction which potential investors would be likely to consider material in making investment decisions with respect to the securities be made available on an ongoing basis.

DEBT — Any obligations of the City for the payment of money issued pursuant to the State of Missouri.

DEBT SERVICE RESERVE FUND — The fund in which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements.

DESIGNATION POLICIES — Outline how an investor's order is filled when a maturity is oversubscribed when there is an underwriting syndicate. The senior managing underwriter

and issuer decide how the bonds will be allocated among the syndicate. There are three (3) primary classifications of orders which form the designation policy: group net orders; net designated orders and member orders. [Ord. No. 2303, 2-15-2018]

Section 130.010. Fiscal Year Established.

- A. Commencing in 2014, the fiscal year of the City of Waynesville shall extend from January 1 of each year until December 31 of each year. The City's accounting records and its annual budget shall be based on this fiscal year.
- B. The Finance and Human Resources Committee of the City Council have reviewed this Section and found it to be an acceptable and practical application to our budget process and in the best interest of the City of Waynesville to be passed and approved.
- C. All officers and employees of the City of Waynesville are directed to take all action necessary to comply with this Section.

Section 130.015. Audit of City Books.

It is hereby declared to be the policy of the City Council to have an audit of the financial books and records of the City of Waynesville, including the financial books and records of the Utility Department of the City, by a certified public accountant on an annual basis. [Ord. No. 2051 §§ 1, 2, 4, 7-18-2013; R.O. 2010 § 100.080; Ord. No. 385 §§ 1 – 4, 7-10-1975]

ARTICLE II

BUDGET

Section 130.020. Budget Required – Contents – Expenditures Not To Exceed Revenues.

- A. Prior to the commencement of each fiscal year, a budget for the City shall be prepared and the same will be presented to and approved by the City Council.
- B. The annual budget shall present a complete financial plan for the ensuing fiscal year and shall include at least the following information:
 - 1. A budget message describing the important features of the budget and major changes from the preceding year;
 - 2. Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two (2) years next preceding, itemized by year, fund and source;
 - 3. Proposed expenditures for each department, office, commission, and other classification for the budget year, together with a comparative statement of actual or estimated expenditures for the two (2) years next preceding, itemized by year, fund, activity and object;
 - 4. The amount required for the payment of interest, amortization and redemption

charges on the debt of the City; and

5. A general budget summary.
- C. In no event shall the total proposed expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year, provided that nothing herein shall be construed as requiring the City to use any cash balance as current revenue or to change from a cash basis of financing its expenditures. **[RSMo. § 67.010]**

Section 130.030. Budget Officer.

- A. The budget shall be prepared under the direction of a Budget Officer. Except as otherwise provided by law or ordinance, the Budget Officer shall be designated by the City Council of the City. All officers and employees shall cooperate with and provide to the Budget Officer such information and such records as he/she shall require in developing the budget. The Budget Officer shall review all the expenditure requests and revenue estimates, after which he/she shall prepare the proposed budget as defined herein.
- B. After the Budget Officer has prepared the proposed budget, he/she shall submit it, along with such supporting schedules, exhibits, and other explanatory material as may be necessary for the proper understanding of the financial needs and position of the City, to the City Council. He/she shall submit at the same time complete drafts of such orders, motions, resolutions or ordinances as may be required to authorize the proposed expenditures and produce the revenues necessary to balance the proposed budget. **[RSMo. § 67.020]**

Section 130.040. City Council May Revise Budget, Limits – Approval.

The City Council may revise, alter, increase or decrease the items contained in the proposed budget, subject to such limitations as may be provided by law, provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year. Except as otherwise provided by law, the City Council shall, before the beginning of the fiscal year, approve the budget and approve or adopt such orders, motions, resolutions or ordinances as may be required to authorize the budgeted expenditures and produce the revenues estimated in the budget. **[RSMo. § 67.030]**

Section 130.050. Increase of Expenditure Over Budgeted Amount to be Made Only On Formal Resolution.

After the City has approved the budget for any year and has approved or adopted the orders, motions, resolutions or ordinances required to authorize the expenditures proposed in the budget, the City shall not increase the total amount authorized for expenditure from any fund, unless the City Council adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion, resolution or ordinance to authorize the expenditures. **[RSMo. § 67.040]**

ARTICLE III

LEVY OF TAXES

Section 130.060. City Council To Provide For Levy And Collection Of Taxes — Fix Penalties.

The City Council shall, from time to time, provide by ordinance for the levy and collection of all taxes, licenses, wharfage and other duties not herein enumerated and, for neglect or refusal to pay the same, shall fix such penalties as are now or may hereafter be authorized by law or ordinance. [RSMo. § 94.200]

Section 130.070. Fixing Ad Valorem Property Tax Rates, Procedure.

The City Council shall hold at least one (1) public hearing on the proposed rates of taxes at which citizens shall be heard prior to their approval. The City Council shall determine the time and place for such hearing. A notice stating the hour, date and place of the hearing shall be published in at least one (1) newspaper qualified under the laws of the State of Missouri of general circulation in the County within which all or the largest portion of the City is situated, or such notice shall be posted in at least three (3) public places within the City; except that, in any County of the First Class having a Charter form of government, such notice may be published in a newspaper of general circulation within the City even though such newspaper is not qualified under the laws of Missouri for other legal notices. Such notice shall be published or posted at least seven (7) days prior to the date of the hearing. The notice shall include the assessed valuation by category of real, personal and other tangible property in the City for the fiscal year for which the tax is to be levied as provided by Subsection (3) of Section 137.245, RSMo., the assessed valuation by category of real, personal and other tangible property in the City for the preceding taxable year, for each rate to be levied the amount of revenue required to be provided from the property tax as set forth in the annual budget adopted as provided by Chapter 67, RSMo., and the tax rates proposed to be set for the various purposes of taxation. The tax rates shall be calculated to produce substantially the same revenues as required in the annual budget adopted as provided in this Chapter. Following the hearing the City Council shall fix the rates of taxes, the same to be entered in the tax book. Failure of any taxpayer to appear at such hearing shall not prevent the taxpayer from pursuit of any other legal remedy otherwise available to the taxpayer. Nothing in this Section absolves the City of responsibilities under Section 137.073, RSMo., nor to adjust tax rates in event changes in assessed valuation occur that would alter the tax rate calculations. (RSMo. § 67.110[2], 2008)

Section 130.080. Assessment — Method Of.

In the absence of a City Assessor, and until such City Assessor is duly appointed and qualified, it shall be the duty of the Mayor of the City to procure from the County Clerk of Pulaski County, Missouri, on or before the first day of October of each year a certified abstract from his/her assessment books of all property within the corporate limits of the City made taxable by law for State purposes and the assessed valuation thereof as agreed upon by the Board of Equalization, which abstract shall be immediately transmitted to the City Council, and it shall be the duty of the City Council to establish by ordinance the rate of taxes for the year. [RSMo. § 94.190]

Section 130.090. Clerk to Prepare Tax Books.

When the City Council shall have fixed the rate of taxation for any given year, it shall be the duty of the City Clerk to cause to be prepared appropriate and accurate tax books and shall therein set out in suitable columns, opposite the name of each person and the item of taxable property, as returned by the Assessor and Board of Equalization, the amount of taxes, whether general or special, due thereon and shall charge the Finance Officer with the full amount of taxes levied and to be collected. [RSMo. § 94.290]

Section 130.100. Taxes Delinquent — When.

- A. On the first day of January of each year, all unpaid City taxes shall become delinquent and the taxes on real estate are hereby made a lien thereon.
- B. Each tract of land in the back tax book, in addition to the amount of tax delinquent, shall be charged with a penalty of eighteen percent (18%) of each year's delinquency except that the penalty on lands redeemed prior to sale shall not exceed two percent (2%) per month or fractional part thereof. [RSMo. §§ 94.300, 140.100.1]

1. Cross Reference: As to notice required for public meeting on tax increases, eminent domain, creation of certain districts, and certain redevelopment plans, § 120.045.

ARTICLE IV

CITY SALES TAX

Section 130.110. Opt Out Of State-Imposed Tax Holiday.

- A. The City of Waynesville hereby determines that it will prohibit the provisions of Section 144.049, RSMo., from exempting sales of certain clothing, personal computers, certain computer software and school supplies that occur within the boundaries of said City beginning at 12:01 A.M. on the first Friday in August and ending at 12:00 Midnight on the Sunday following from local sales taxes.
- B. The City Clerk is hereby directed to send written notice to the State of Missouri Department of Revenue as soon as possible, but no later than June 20, 2006, of the decision to opt out of the sales tax holiday by forwarding a cover letter and certified copy of this Section. [R.O. 2010 § 150.010; Ord. No. 1255 §§ 1 – 2, 6-15-2006]

Section 130.120. City Sales Tax.

Pursuant to the authority granted by and subject to the provisions of Sections 94.500 to 94.570, RSMo., a tax for general revenue purposes is hereby imposed upon all sellers in the City of Waynesville, Missouri, for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided in Sections 144.010 to 144.510, RSMo., and the rules and regulations of the Director of Revenue issued pursuant thereto. The rate of the tax shall be one percent (1%) on the receipts from the sale at retail of all tangible personal property or taxable services at retail within Waynesville, Missouri, if such property and taxable services are subject to taxation by the State of Missouri under the provisions of Sections 144.010 to 144.510, RSMo. The tax shall become effective as provided in Subsection 4 of Section 94.510 RSMo., and shall be

collected pursuant to the provisions of Sections 94.500 to 94.570, RSMo. [Ord. No. 395 § 1, 10-23-1975]

Section 130.125. Utilities Tax.

- A. That, pursuant to authority granted by Conference Committee Substitute for House Committee Substitute for Senate Committee Substitute for Senate Bill Nos. 218, 235, 298, 340 and 398 of the First Regular Session of the 80th General Assembly of the State of Missouri, there is hereby imposed a City sales tax on one percent (1%) upon all sales of metered water services, electricity, electrical current and natural, artificial or propane gas, wood, coal or home heating oil for domestic use within the City of Waynesville, Missouri.
- B. For purposes of this Section, domestic use shall be determined in the same manner as the determination of domestic use for exemption of such sales from the State sales tax under the provisions of Section 144.030, RSMo.
- C. The City sales tax imposed by this Section shall be administered by the Missouri Department of Revenue in the same manner as the presently existing City sales tax.
- D. The City Clerk is directed to provide copies of this Section to all utilities which provide service within the City of Waynesville, Missouri, and to the Director of Revenue of the State of Missouri, but failure of any utility to receive a copy of this Section shall not be considered an excuse or reason for failure to comply with the terms hereof. [R.O. 2010 § 615.270; Ord. No. 485 § 1-4]

Section 130.130. Transportation Tax.

A sales tax in the amount of one-half of one percent (1/2 of 1%) for transportation purposes enumerated in Sections 94.700 to 94.755, RSMo., is hereby imposed in the City of Waynesville, Missouri for a period of 10 years. [Ord. No. 674 § 1, 3-30-1989]

Section 130.140. Local Parks Tax.

- A. Pursuant to the authority contained in Section 644.032, RSMo., the Council hereby imposes a sales tax in an amount of one-quarter of one percent (1/4 of 1%) on all retail sales made in the City of Waynesville which are subject to taxation under the provisions of Sections 144.010 to 144.525, RSMo., to provide funding for local parks.
- B. This sales tax shall be in addition to any and all other sales taxes allowed by law, except that this sales tax shall be effective only if it is approved by majority vote at an election held for this purpose.
- C. That all revenue received by the City of Waynesville from the tax imposed hereby shall be deposited in a special trust fund and shall be used to provide funding for local parks within the City of Waynesville. [Ord. No. 865 §§ 1, 2, 7, 5-16-1996]

Section 130.150. Extension of Transportation Tax.

- A. A sales tax in the amount of one-half of one percent (1/2 of 1%) for transportation purposes, as enumerated in Sections 94.700 to 94.755, RSMo., is hereby imposed in the City of Waynesville, Missouri.

- B. The said sales tax is imposed upon all persons in the City of Waynesville, Missouri, who are engaged in the business of selling tangible personal property and taxable services subject to a sales tax under the provisions of Section 144.010 to 144.510, RSMo., as a tax for the privilege of engaging in such business in the manner and to the extent provided in Section 144.010 to 144.510, RSMo., and the rules and regulations of the Director of Revenue issued pursuant to the said Sections. [Ord. No. 975 §§ 1 – 4, 3-3-1999]
2. Editor's Note: See also Section 130.150, which extends this tax.
- C. The City Clerk is directed to forward to the Director of Revenue of the State of Missouri, by United States registered or certified mail, a certified copy of this Section.
- D. This Section shall be in full force and effect from and after its passage and approval, except that the tax imposed by this Section shall be effective from and after September 30, 1999.

Section 130.160. Capital Improvements Tax.

The Council finds it necessary and hereby declares its intent to impose a sales tax of one-half of one percent (1/2 of 1%) on all retail sales made in the City of Waynesville which are subject to taxation under the provisions of Sections 144.010 to 144.525, RSMo., for the purpose of funding capital improvements, including the operation and maintenance of capital improvements for parks, including but not limited to trails, swimming pool and park improvements. [Ord. No. 1029 § 1, 8-17-2000]

Section 130.170. Use Tax.

- A. Pursuant to the authority granted by, and subject to, the provision of Sections 144.600 through 144.761, RSMo., a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply, with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside of this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.
- B. The rate of the tax shall be two and two hundred twenty-five thousandths percent (2.225%). If any City sales tax is repealed or the rate thereof is reduced or raised by voter approval, the City use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the City sales tax. [Ord. No. 2298, 1-18-2018]

ARTICLE V

PROCUREMENT

Section 130.180. Purchasing Policy – U.S.A. Product.

- A. It is hereby made the official policy of the City of Waynesville that:
 - 1. In the case of any purchase involving the expenditure by the City of Waynesville of one

thousand dollars (\$1,000.00) or more, the officials, officers and employees of the City of Waynesville having responsibility for such purchase shall take all reasonable efforts to select products which are manufactured, assembled or produced in the United States as long as the quality and price therefor are comparable with other available products.

2. In the case of any contract for public works construction or maintenance which involves the expenditure by the City of Waynesville of one thousand dollars (\$1,000.00) or more, the officials, officers and employees of the City of Waynesville having responsibility for negotiation or approval of such contract shall take all reasonable efforts to encourage the contractor to use products which are manufactured, assembled or produced in the United States in the performance of that contract as long as the quality and price for such products are comparable with other available products.

3. By the adoption of this Section, the City of Waynesville intends to comply with the requirements of Subparagraph (5) of Paragraph 3 of Section 3 of Senate Bill No. 784 so that the City of Waynesville will be exempt from the other requirements of said Section 3.

4. The Mayor of the City of Waynesville, or the City Administrator of the City of Waynesville, is authorized and directed, from time to time as applicable, to certify in writing that the City of Waynesville, has, by this Section, adopted a formal written policy to encourage the purchase of products manufactured, assembled or produced in the United States, and all such certificates shall be maintained by the City of Waynesville as a part of its official files for a period of at least three years. [R.O. 2010 § 100.110; Ord. No. 635 §§ 1 – 3, 8-20-1987]

ARTICLE VI

EXPENSE REIMBURSEMENT

Section 130.190. Expense Reimbursement for Certain Officials.

- A. As used in this Section the following words shall have the meaning indicated:

EMPLOYEE – All persons employed by the City of Waynesville, and all elected and appointed officials of the City of Waynesville.

EXPENSES – Only those expenses actually and necessarily incurred by an employee in the performance of the official business of the City of Waynesville.

- B. Each employee shall be entitled to reimbursement for expenses in accordance with the provisions of this Section.
- C. Except in an emergency situation, an employee shall receive permission from his/her supervisor prior to incurring expenses for which that employee expects reimbursement.
- D. An employee who has incurred expenses and seeks reimbursement therefor shall prepare and submit to the City Administrator a voucher of such expenses, on a form provided by the City Administrator, duly certified by the employee as being true and correct.
- E. Unless the City Administrator determines that reasonable cause exists for the delay in submitting a voucher, no expenses shall be reimbursed unless a voucher therefor is

submitted within thirty (30) days following the incurring of the expenses.

- F. The City Administrator shall be responsible for reviewing each voucher which is submitted for reimbursement of expenses, and the City Administrator shall make such investigation as he/she deems reasonable to ascertain that the expenses were properly incurred and that reimbursement therefor is authorized.
- G. Upon a determination that the expenses qualify for reimbursement under the terms of this Section, the City Administrator shall authorize reimbursement therefor, subject to availability of budgeted and unexpended funds.
- H. If the City Administrator determines that expenses which are projected to be incurred by a particular employee are expenses which qualify for reimbursement under the terms of this Section, then the City Administrator may authorize a cash advance for the estimated amount of those expenses if the City Administrator determines that failing to provide the cash advance would pose a financial burden on the particular employee. If a cash advance is made as herein provided, then the employee receiving the cash advance shall submit a voucher of the expenses actually incurred within ten (10) days following the date the expenses were incurred, accompanied by a remittance to the City of the portion, if any, of the cash advance which exceeds the amount of the expenses actually incurred. [R.O. 2010 § 100.120; Ord. No. 834 §§ 1 – 8, 4-20-1995]

ARTICLE VII

ENHANCED ENTERPRISE ZONE

Section 130.200. Enhanced Enterprise Zone.

- A. An enhanced business enterprise will be eligible for the tax abatement provided in Subsection (B) of this Section, if the business enterprise meets the criteria established in Sections 135.950 through 135.973, RSMo., and
 - 1. The enhanced business enterprise locates, makes improvements or expands, within the geographic boundaries of the Pulaski County Enhanced Enterprise Zone, as designated by the State of Missouri (hereinafter referred to as the Zone) after the date of such designation; and
 - a. The business activities within the Zone are properly categorized in one (1) of the following qualifying industries defined in the 1997 Edition of the North American Industry Classification System as prepared by the Executive Office of the President, Office of Management and Budget (NAICS). Any NAICS sector, subsector, industry group or industry identified in this Section shall include its corresponding classification in subsequent Federal industry classification systems:
 - 11. Agriculture, Forestry, Fishing and Hunting.
 - 21. Mining
 - 22. Utilities.

- 23. Construction.
- 31 – 33. Manufacturing.
- 42. Wholesale.
- 48 – 49. Transportation and Warehousing.
- 51. Information.
- 52. Finance and Insurance.
- 53. Real Estate, Rental and Leasing.
- 54. Professional, Scientific and Technical Services.
- 55. Management of Companies and Enterprises.
- 56. Administrative and support and Waste Management and Remediation Services.
- 62. Health Care and Social Assistance.
- 71. Arts, Entertainment and Recreation, excluding gaming operations (NAICS 7132).
- 81. Other services (except religious organizations NAICS 8131).

- b. The business activities within the Zone produce value added agricultural products as defined in Section 348.015(14), RSMo.

B. In accordance with Chapter 135, Sections 135.950 through 135.973, RSMo., a business enterprise will be eligible for abatement of taxes on improvements made to real property in an amount ranging from fifty percent (50%) to one hundred percent (100%) for a term of not less than ten (10) years but not more than twenty-five (25) years.

C. Abatement of taxes on improvements made to real property for a business enterprise will be handled as part of an "incentive package" that may be offered to an eligible business based on a set of incentive calculation factors.

- 1. The factors that will be considered in the incentive calculation include:
 - a. Average wages sustained over a five (5) year period from date of operation commencement.
 - b. Amount of investment in plant and equipment.
 - c. Value of the fringe benefit package.
 - d. Jobs created or retained.
 - e. Economic impact on the community and return on the public investment.
 - f. Bonus discretionary factors.
- 2. Points are assigned to each category and then totaled. The total is then matched to an incentive table that will indicate a dollar value for the incentive package. The business in concert with Pulaski County Growth Alliance (PCGA) will then determine the mix of incentives.

3. The assignment of the bonus points will be at the total discretion of Pulaski County Growth Alliance (PCGA).
4. The Pulaski County Growth Alliance (PCGA) will present their recommendation to the Pulaski County Enhanced Enterprise Zone Committee.
5. The Pulaski County Enhanced Enterprise Zone Committee will process the application and forward the application to the appropriate places. [R.O. 2010 § 150.020; Ord. No. 1466 §§ 1 – 3, 1-21-2010]

ARTICLE VIII

ACCEPTABLE PAYMENT METHODS

Section 130.210. Credit Card, Bank Transfer And Debit Card Authorized.

- A. Any Department of the City of Waynesville may accept payment for any City service, utility, tax, fine, permit, fee or cost by credit card, automatic bank transfer or debit card.
- B. That the City of Waynesville may bill and receive monthly utility service payments by ACH. The acceptance of this service shall be requested and acknowledged by the customer by signing an authorization to be generated by the City Clerk which would automatically deduct their monthly bill from their banking account. [Ord. No. 2253, 3-16-2017, Ord. No. 1500 § 1, 9-16-2010]

Section 130.220. Fee.

The Department accepting the credit card, automatic bank transfer or debit card may assess a fee for such payment in the amount of three percent (3%) of the total service, utility, tax, fine, permit, fee or cost to offset the charge for the service by the credit card issuer or charging agency. [Ord. No. 1500 § 2, 9-16-2010]

Section 130.230. Acceptance of Fee.

The acceptance of this fee shall be acknowledged by the customer by signing an authorization to be generated by the City Clerk or credit card/debit card slip, by entering your debit card pin number or by signing up for automatic bank transfer. [Ord. No. 1500 § 3, 9-16-2010]

ARTICLE IX

IDENTITY THEFT PREVENTION PROGRAM

Section 130.240. Adoption Of Identity Theft Prevention Program.

- A. That the City Council of the City of Waynesville has determined that there is a need to

adopt an identity theft prevention program by the City of Waynesville.

- B. That the City of Waynesville hereby adopts the Identity Theft Prevention Program of the City of Waynesville, which is on file in the City offices. [Ord. No. 2227, §§ 1-2 9-15-2016]

ARTICLE X

FUND BALANCE RESERVE POLICY

Section 130.250. Purpose Of Policy.

- A. The purpose of the fund balance reserve policy is to provide guidelines to the City Council and staff for establishing, maintaining and performing an annual review of the minimum and target fund balance reserves.
- B. A minimum fund reserve policy is generally considered a prudent and conservative fiscal policy to deal with unforeseen situations and long-term financial planning. Some examples of unforeseen situations include, but are not limited to:
1. Unfunded Federal/State or other mandates.
 2. Economic downturn.
 3. Revenue shortfall.
 4. Natural disaster.
- C. Credit rating agencies continually monitor the levels of unassigned fund balance in a government's General Fund when evaluating the government's creditworthiness and assigning a credit rating to a government's debt issuance. [Ord. No. 2302, 2-15-2018]

Section 130.260. Policy.

- A. It shall be the policy of the City of Waynesville to:
1. Maintain Reserves in City funds for a normal operating budget for a three-month period. This excludes major expenditures such as grants or capital expenses. Should unforeseen circumstances result in a reserve fund balance less than these percentages, the City will bring the fund balance back to the required level of reserve as quickly as possible. This level of reserve funding reasonable protects the City.
 2. This policy will be reviewed annually.
- B. Staff shall ensure that the provisions of this policy are effectively implemented. If it is determined that there is a conflict between this policy and other more specific governing policies involving the operating or capital improvement budgets, this shall be brought to the attention of the City Administrator and the Finance Director who will determine the appropriate course of action. [Ord. No. 2302, 2-15-2018]

ARTICLE XI

DEBT MANAGEMENT POLICY

Section 130.270. Purpose.

One of the keys to sound financial management is the development of a debt policy. This need is recognized by bond rating agencies, and development of a debt policy is a recommended practice by the Government Finance Officers Association. A debt policy establishes the parameters for issuing debt and managing the debt portfolio. It provides guidance to the administration regarding purposes for which debt may be issued, types and amounts of permissible debt and method of sale that may be used. The following debt policy is intended to demonstrate a commitment to long-term financial planning. It will be used in conjunction with the Capital Improvement Plan for the City of Waynesville. Adherence to this policy will help assure maintenance of the City's positive A credit ratings. [Ord. No. 2303, 2-15-2018]

Section 130.280. Guidelines for Debt Issuance.

- A. The City will prepare and update annually a five-year Capital Improvement Plan (CIP) to be approved by City Council. The CIP will be developed with an analysis of the City's infrastructure and other capital needs, and the financial impact of the debt service required to meet the recommended financing plan. The City will strive to fund at least ten percent (10%) of the CIP projects' aggregate cost on a cash basis.
- B. Each project proposed for financing through debt issuance will have an analysis performed for review of tax impact and future operating costs associated with the project and related debt issuance costs.
- C. All proceeds from debt issuance for the City shall be appropriated by City Council.
- D. Proceeds from the issuance of debt shall be monitored by the City Administrator and Finance Officer with regard to arbitrage. Compliance with all applicable Federal tax requirements shall be made. The City will coordinate with its investment managers with regard to expected project funds payout so as to maximize investment earnings in light of Federal arbitrage requirements.
- E. Long-term debt will be issued to purchase or construct capital improvements or equipment with a minimum expected life of five (5) years. The City will not use longterm borrowing to finance annual operating needs. The term of any bond issue will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.
- F. The City will attempt to avoid short-term debt to provide cash flow for annual operations. Debt issued for operating purposes will be limited to cases where there is reasonable certainty that a known source of revenue will be received in the current fiscal year sufficient to repay the debt or where there is a clear financial emergency.
- G. The City will comply with all applicable United States Internal Revenue Service and United States Treasury arbitrage requirements for bonded indebtedness in order to preserve the tax-exempt status of such bonds.

- H. Bond issues should be planned to minimize the frequency of issuance, thereby ensuring the lowest possible costs of issuance. When determining the size of a bond issue, consideration should be given to the need for construction, debt service and capitalized interest funds. Construction fund draw schedules shall be prepared, and projection of conservative earning on unspent bond funds should be made in conjunction with planning of the City's Capital Improvement Plan.
- I. The decision to use bond proceeds to pay interest during construction for revenueproducing projects shall be made on a case-by-case basis and shall be based on an evaluation of the opportunity cost of funds and the availability of other sources of funds to pay interest costs.
- J. General obligation bonds will be amortized on a level principal basis to the extent practical, and revenue bonds will be amortized on a level debt service basis to the extent practical considering the forecasted available pledged revenues. [Ord. No. 2303, 2-15-2018]

Section 130.290. Underwriter Selection.

- A. *City Management.* The City Administrator and Finance Officer shall serve as senior manager(s) for any proposed negotiated sale.
- B. *Underwriter's Counsel.* In any negotiated sale of City debt in which legal counsel is required to represent the underwriter, the appointment will be made by the City Administrator with final approval from the City Council.
- C. *Underwriter's Discount.* The City will evaluate the proposed underwriter's discount against comparable issues in the market. If there are multiple underwriters in the transaction, the City will determine the allocation of underwriting liability and management fees, if any. The allocation of fees will be determined prior to the sale date; a cap on management fees, expenses and underwriter's counsel fee will be established and communicated to all parties by the City.
- D. *Evaluation of Underwriter Performance.* The City will evaluate each bond sale after completion to assess the following: costs of issuance, including underwriters' compensation, pricing of the bonds in terms of the overall interest cost and on a maturity-by-maturity basis, and the distribution of bonds and sales credits. [Ord. No. 2303, 2-15-2018]

Section 130.300. Limitations On Level Of Debt To Be Issued And Outstanding.

- A. Constitutional And Statutory Limitations.
 - 1. The City of Waynesville shall abide by the legal debt limits as established by the State of Missouri.
 - 2. The Public Finance Act and City ordinance also establish other limits as to the amounts and types of debt the City may issue. [Ord. No. 2303, 2-15-2018]

Section 130.310. Types of Debt Issuance.

- A. The City may issue general obligation debt for capital or other properly approved projects.
- B. The City Administrator and the Finance Officer shall approve any application to the State of Missouri for such debt. City Council shall approve the issuance of the bonds as required by the Public Finance Act.
- C. The City may issue revenue bonds to fund proprietary activities such as water and water pollution control utilities, or for other capital projects that generate adequate revenues from user fees to support operations and debt service requirements. The bonds will include written legal covenants which require that revenue sources are adequate to fund annual operating expenses and annual debt service requirements.
- D. Capital leases may be used to purchase buildings, equipment, furniture and fixtures. The term of any capital lease shall not exceed the useful life of the asset leased. Revenue bonds may be issued by the City or other entity that are secured by a City capital lease.
- E. Short-term borrowing may be utilized for interim financing or for other purposes as described below. The City will determine and utilize the least costly method for shortterm borrowing subject to the following policies:
 - 1. Lines of credit shall be considered as an alternative to other short-term borrowing options.
 - 2. Other short-term debt may be used when such instruments provide an interest rate advantage or as interim financing.
- F. Lease financing and master lease obligations, including lease revenue bonds, may be considered as alternative financing structures. **[Ord. No. 2303, 2-15-2018]**

Section 130.320. Refunding of Debt.

- A. The City will refund debt when it is in the best financial interest of the City to do so.
 - 1. *Debt Service Savings.* When a refunding is undertaken to generate interest rate cost savings, the minimum aggregate present value savings will be two percent (2%) of the refunded bond principal amount and may consider refunding with less than two percent (2%) savings, if deemed appropriate. The present value savings will be net of all costs related to the financing.
 - 2. *Restructuring.* Refundings for restructuring purposes will be limited to restructuring to alleviate debt service during difficult budgetary years, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.
 - 3. *Term of Refunding Issues.* The City will refund bonds within the term of the originally issued debt. However, the City may consider maturity extension when necessary to achieve a desired outcome, provided that such extension is legally permissible. The City also may consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of intergenerational equity should guide this decision.
 - 4. *Escrow Structuring.* The City shall utilize the least costly securities available in

structuring refunding escrows. A certificate will be provided by a third-party agent stating that the securities were procured through an arms-length, competitive bid process (in the case of open market securities), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the City from its own account.

5. *Arbitrage.* The City shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refundings. Any resulting positive arbitrage will be rebated as necessary according to Federal guidelines. [Ord. No. 2303, 2-15-2018]

Section 130.330. Disclosure and Communication.

- A. The debt ratios outlined above will be computed annually and reported to the Finance and Human Resources Committee.
- B. The City will maintain communication with bond rating agencies to keep them abreast of its financial condition by providing them the City's Comprehensive Annual Financial Report, annual budget, and Capital Improvement Program.
- C. The City will comply with all of its undertakings in accordance with Securities and Exchange Commission Rule 15c2-21.

Section 130.340. Debt Service Fund Balance.

If required by the financing transaction, the fund balance of the debt service fund shall be reserved for the future payment of annual principal and interest payments, which includes general obligation bonds of the City. [Ord. No. 2303, 2-15-2018]

CHAPTER 135

PERSONNEL REGULATIONS

Article I – Personnel Manual

135.010 Personnel Regulations

Article II – Additional Personnel Regulations

135.020 Social Security

135.030 Worker's Compensation

135.040 RESERVED

135.050 Local Government Employees' Retirement System

135.060 Criminal Background Checks

135.070 Grievance Procedures for City Employees

ARTICLE I

PERSONNEL MANUAL

Section 135.010. Personnel Regulations.

- A. The City Council hereby accepts and adopts the Personnel Manual. The said Personnel Manual was recommended to the City Council by the City Administrator pursuant to the mandate contained in Ordinance No. 326. Copies, which are on file in the office of the City Clerk, are made a part hereof by reference as fully as if set forth herein.
- B. The provisions of the said Personnel Manual shall be applicable to all present and future employees of the City, except that the said Personnel Manual shall be applicable to the employees of the Park Board only upon adoption of the said Personnel Manual by the Park Board.

Section 135.020. Social Security.

- A. It is hereby declared to be the policy and purpose of this City of Waynesville, Missouri, to extend, at the earliest date, to all eligible employees and officials of said City who are not excluded by law or by this Chapter, and whether employed in connection with governmental or proprietary function of said City, the benefits of the system of Federal Old-Age and Survivors Insurance as authorized by the Social Security Act Amendment of 1950, and by Senate Committee Substitute for Senate Bill No. 3 of the 66th General Assembly of the State of Missouri and amendments thereof, as the same may be now and hereafter in effect.
- B. The Mayor and City Clerk of the City of Waynesville, Missouri, are hereby authorized and directed, on behalf of this City, to prepare, execute and submit to the Division of Budget and Comptroller of the State of Missouri, as State Agency of the State of Missouri, a plan and agreement for extending said benefits to said eligible employees and officials of the City of Waynesville, Missouri, in the form prepared by the State Agency and hereby approved and adopted by the City Council of this City, which plan and agreement are to become effective upon approval thereof by the State Agency, and are further authorized and directed to execute agreements and modifications and amendments thereof with said State Agency, providing for the extension of said benefits to said employees and officials as set forth in said plan and agreement, as provided for in Subsection (A) hereof, said plan and agreement to provide that said extension of benefits is to be effective on January 1, 1954.
- C. Commencing on the first day of the month following the date of approval of the plan and agreement of this City by the State Agency, there shall be deducted from the wages of all employees and officials of the City of Waynesville, Missouri, to whom the benefits of said system of Federal Old-Age and Survivors Insurance are extended, by virtue of the plan and agreement hereinbefore provided for, the amount of each of said employees' and officials' contributions, as determined by said plan and agreement, the aggregate amount of said deductions to be paid into the Contributions Fund created by Senate Committee Substitute for Senate Bill No. 3 of the 66th General Assembly of the State of Missouri; provided, however, that from the first payment of wages made to each of said employees and officials after the benefits of said system have been extended to such employees and officials, there shall be deducted a sum equal to the amount which would have been due and payable from each of said employees and officials had said extension of benefits been provided and effective on January 1, 1954.

- D. Commencing on the first day of the month following the date of approval of the plan and agreement of this City by the State Agency, there is hereby authorized to be appropriated from the General Revenue Fund of the City of Waynesville, Missouri, and there is, and shall be, appropriated, the sum or sums of money necessary to pay the contributions of the City of Waynesville, Missouri, which shall be due and payable by virtue of the extension of the benefits of the Federal Old-Age and Survivors Insurance System to the eligible employees and officials of said City, said sum or sums of money to be paid into the Contributions Fund created by Senate Committee Substitute for Senate Bill No. 3 of the 66th General Assembly of the State of Missouri; provided, however, that in making the first payment to said Contributions Fund, after the benefits of said system have been extended to such employees and officials, said first payment shall include a sum equal to the amount which would have been due and payable had said extension of benefits been provided and effective on January 1, 1954. The fund from which said appropriation is made will, at all times, be sufficient to pay the contributions of the City by this Subsection directed to be paid to said Contributions Fund.
- E. The City of Waynesville, Missouri, from and after the date of approval of the plan and agreement of this City by the State Agency, shall fully comply with, and shall keep such records, make such reports and provide such methods of administration of said plan and agreement as may be required by all applicable State and Federal laws, rules and regulations, now and hereafter in effect with respect to the extension of the benefits of the Federal Old-Age and Survivors Insurance System to the employees and officials of this City. For the purpose of administering said plan and agreement the City Clerk of this City shall be the official who shall make all required reports, keep all records, and be responsible for the administration of said plan and agreement on behalf of this City, and any and all notices and communications from the State Agency to this City with respect to said plan and agreement shall be addressed to "City Clerk, Waynesville, Missouri." [R.O. 2010 § 100.020; Ord. No. 132 § 1]

Section 135.030. Workers' Compensation.

- A. The City of Waynesville, Missouri, does hereby give notice of its election to accept and bring itself within the provisions of the workers' compensation laws of the State of Missouri pursuant to and in accordance with Section 287.090, RSMo.
- B. The City of Waynesville, Missouri, does hereby authorize the filing of the Exempted Employers Acceptance Act form and the Exempted Employers Acceptance of the Occupational Disease form.
- C. The City Council of the City of Waynesville, Missouri, does hereby authorize and direct the Mayor and the City Clerk of the City of Waynesville, Missouri, to enter into and execute on the behalf of the said City the purchase of a policy of insurance covering the employees of said City under the workers' compensation laws of the State of Missouri. (The said policy of insurance and the cost thereof being explained to the City Council by an authorized insurance agent, and the said City Council approving said purchase.) [R.O. 2010 § 100.030; Ord. No. 133 § 1-3]

Section 135.040. RESERVED

Section 135.050. Local Government Employees' Retirement System.

- A. The City of Waynesville, Missouri, is a political subdivision, as defined in Sections

70.600 through 70.760, RSMo., and hereby elects to have covered by the Missouri Local Government Employees' Retirement System all its eligible employees with one thousand five hundred (1,500) or more hours of annual employment.

- B. Present and future general employees (neither "policemen" nor "firemen" as defined by Section 70.600, RSMo.). Present and future policemen (neither "general" nor "firemen" as defined by Section 70.600, RSMo.).
- C. The Council hereby elects that one hundred percent (100%) of prior employment be considered for service credit in computing benefits and contributions to the system, and to require no contributions from covered employees; and the Council further elects to have the "final average salary" of its employee members determined over a thirty-six consecutive-month period.
- D. The Finance Officer is hereby authorized and directed to promptly remit the employer contributions required by Sections 70.705 and 70.730, RSMo., to the retirement system.
- E. To adopt no change in the benefit program of member employees, keeping member Employees' option of retirement upon attaining minimum service retirement age in accordance with Sections 70.600, 70.645 and 70.646, RSMo.
- F. An employer under the Missouri Local Government Employees Retirement System hereby elects to refund any and all accumulated member contributions resulting from employment with the City of Waynesville, Missouri, in accordance with the provisions of Section 70.707, RSMo. The City Clerk shall certify this election to the Missouri Local Government Employees' Retirement System within ten (10) days hereof. Such election shall be effective on the first day of January, 2014. [R.O. 2010 § 100.100; Ord. No. 596; Ord. No. 844B §§ 1 – 4, 6-15-1995; Ord. No. 918, 5-15-1997; Ord. No. 1014 §§ 1 – 5, 5-25-2000; Ord. No. 1074 §§ 1 – 5, 6-20-2002; Ord. No. 1323 §§ 1 – 5, 10-18-2007; Ord. No. 1445 §§ 1 – 5, 10-15-2009; Ord. No. 2042 §§ 1 – 5, 5-16-2013]

Section 135.060. Criminal Background Checks.

- A. The City Council of the City of Waynesville, Missouri, believes it is in the best interest of the City to implement a mandatory criminal background check for all City of Waynesville employees.
- B. This Section is enacted pursuant to Chapter 43, Section 43.535, RSMo., to regulate the employment of those engaged in the functions of a municipality. This Section is only applicable to persons offered employment by the City of Waynesville and does not apply to those merely interviewing for employment. Further, a person's status as a City employee is conditional until the results from the background check are reviewed and approved by the Mayor and City Administrator.
- C. An applicant, employee, or volunteer seeking to engage in the functions of a municipality shall submit two (2) sets of his/her fingerprints taken by the Waynesville Police Department or Pulaski County Sheriff's Department to the City Clerk. The background check shall be completed and transmitted without any fee to the applicant, employee or volunteer seeking employment with the City of Waynesville.
- D. Upon receipt of the fingerprints, the City Clerk will transmit both sets of fingerprints and appropriate fees to the Missouri State Highway Patrol, CJIS Division. The Missouri State Highway Patrol, CJIS Division will compare the subject's fingerprints against its criminal file and if no disqualifying conduct is found therein, submit the fingerprints to

the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Federal Bureau of Investigation check will be returned to the appropriate State agency or bureau, which will disseminate the state and national results to the Waynesville City Clerk.

- E. The Mayor and City Administrator shall render a suitability determination of the employee based upon the results of the criminal background check and communicates its suitability determination to the Waynesville City Council.
- F. In rendering a suitability determination, the Mayor and City Administrator will consider whether the record subject has been convicted of, or is under pending indictment for a crime which bears upon his/her ability or fitness to serve in a particular position as a City employee, any felony or misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense, or other factors which would bear on the suitability of a particular employee for a particular City position. G. A certified copy of this Section shall be provided to the Missouri State Highway Patrol, CJIS Division, 1510 East Elm Street, Jefferson City, Missouri 65102 upon its acceptance and passage by the City Council.
- H. All officials and employees of the City of Waynesville are authorized and directed to take all reasonable steps which are required or helpful to cause the City to comply with the terms of this Section. [Ord. No. 1544 §§ 1 – 8, 5-19-2011]

SECTION 135.070: GRIEVANCE PROCEDURES FOR CITY EMPLOYEES

- A. As used herein the following words or terms shall have the meaning indicated:

CITY: Shall refer to the City of Waynesville, Missouri.

CITY ADMINISTRATOR: Refers to the person then holding that position or if that position is vacant then it shall refer to the Mayor of the City.

CITY EMPLOYEE(S): Includes all employees of the City, excluding those who hold office as a result of election buy the voters, and all references herein to gender shall include both male and female employees.

- B. Any City employee who is suspended, demoted or discharged shall have the right to a hearing before a Human Resources Committee, if (but only if) the City employee gives to the City Clerk within five (5) days of the date the City employee is notified of his/her suspension, demotion or discharge a written request for such hearing. This written request shall include at least the following information:
 - 1. The name, mailing address and telephone number of the City employee giving the request;
 - 2. The nature of the action which has prompted this request;
 - 3. The date on which the City employee was notified of his suspension, demotion or discharge;
- C. Immediately upon receipt of the request referred to in Subsection (B) hereof, the City Clerk shall note the date of receipt of this request and the City Clerk shall immediately forward a copy of this request to the Mayor and City Administrator.
- d. The City Administrator shall, within five (5) days after receipt of the items referred to in Subsection (C) hereof, call a meeting of the Human Resources Committee by giving to the

members thereof a written notice specifying the date, time and place of such meeting. A copy of this notification of the date, time and place of the hearing shall also be promptly delivered by the City Administrator to the City Clerk, who shall promptly cause copies thereof to be sent to the City employee who requested the hearing and to the Mayor.

- G. The hearing by the Human Resources Committee shall be conducted as quickly as possible and shall be held at the City Hall or at such other location within the City as is selected by the members of the Human Resources Committee.
- H. A majority of the members of the Human Resources Committee shall constitute a quorum. All action taken by the Human Resources Committee shall require the assent of at least two (2) members of the Committee.
- I. The City Administrator shall attend the hearing held by the Human Resources Committee, and the City employee who requested the hearing shall be entitled to attend the hearing in person and with counsel, except that counsel for the City employee shall be entitled to participate in the hearing on behalf of his client only if counsel has furnished, at least twenty-four (24) hours prior to the date of the hearing, a written notification that he intends to so participate. This notification shall be furnished to each member of the Human Resources Committee and to the City Administrator, City Attorney, City Clerk and Mayor.
- J. The City Administrator shall bring to the hearing a complete copy of the personnel file of the City employee who requested the hearing and shall make the same available to the Human Resources Committee and to the City employee who requested the hearing.
- K. The Human Resources Committee shall determine the procedure to be followed in conducting the hearing but both the City Administrator and the City employee who requested the hearing shall be entitled to be heard concerning the action which prompted the request.
- L. The hearing by the Human Resources Committee shall be a closed meeting unless both the City Administrator and the City employee who requested the hearing make a written request to the Chairman that the hearing be open to the public.
- M. Within five (5) days after the completion of the hearing the Human Resources Committee shall make a written report specifying its findings, based only on the information furnished to it at the hearing, concerning the action which prompted the request for the hearing and including the Committee's conclusion that (1) the suspension, demotion or discharge of the City employee is justified or (2) the suspension, demotion or discharge of the City employee is not justified and should be either rescinded or modified. This report shall be signed by all members of the Human Resources Committee who assent to it and it shall be delivered by the Chairman to the City Clerk, who shall immediately cause a copy thereof to be placed in the permanent personnel file of the City employee who requested the hearing, and the City Clerk shall also promptly cause a copy of the report to be furnished to that City employee and to the City Administrator.
- N. The grievance procedure specified in this Section shall be in addition to other grievance procedures provided for in other ordinances of the City.
- O. If any City employee requests that the City Council review his/her suspension, demotion or discharge then a copy of the report of the Human Resources Committee (if a hearing before that Committee was requested by that City employee) shall be furnished by the City Clerk to all members of the City Council and to the Mayor. [Ord. No. 621 §§1-15, 10-16-86]

CHAPTER 145

MEMORIAL PARK CEMETERY

Contents of this Chapter are not included in this amendment since the only change to the Chapter is the Chapter number.

CHAPTER 150

CITY PARK

Contents of this Chapter are not included in this amendment since the only change to the Chapter is the Chapter number.

AUTHORIZING THE CITY OF WAYNESVILLE, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF CERTAIN PROJECTS AND PREPAY AN OUTSTANDING LEASE OBLIGATIONS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Waynesville, Missouri (the “City”), owns the real property described on **Schedule 1 of Exhibit A** attached hereto (the “Leased Property”); and

WHEREAS, the City desires to obtain funds to finance or refinance the costs of certain capital projects, including (a) the acquisition of real property, (b) the design and planning work for an electric substation, (c) the development of a trash and sanitation facility, and (d) various public works and utility infrastructure improvements, including utility extensions and construction of a utilities building (collectively, the “Project”); and

WHEREAS, a portion of the Project, including the new utilities building, will be located on the Leased Property; and

WHEREAS, the City intends to, upon completion of the Project and subdivision of the Leased Property, release the remaining, undeveloped portions of the Leased Property from the encumbrances of the hereinafter-defined Base Lease, Lease and Declaration of Trust; and

WHEREAS, on April 1, 2014, the City, as lessee, entered into a Lease Purchase Agreement with BOKF, N.A. in connection with the delivery of \$2,140,000 original principal amount of Certificates of Participation (City of Waynesville, Missouri, Lessee), Series 2014 (the “Series 2014 Certificates”) to refund prior lease obligations and finance additional capital improvements in the City; and

WHEREAS, on June 25, 2020, the City, as lessee, entered into a Taxable Lease Purchase Agreement with Investing in Community LLC, as lessor, in the original principal amount of \$2,000,000 (the “2020 Lease”) to obtain funds to acquire approximately 15.66 acres of undeveloped land in the City; and

WHEREAS, the City finds and determines that it is advantageous and in the best interests of the City to enter into certain transactions with BOKF, N.A., as trustee (the “Trustee”), relating to the delivery of Tax-Exempt Certificates of Participation (City of Waynesville, Missouri, Lessee), Series 2021A (the “Series 2021A Certificates”) and Taxable Refunding Certificates of Participation (City of Waynesville, Missouri, Lessee), Series 2021B (the “Series 2021B Certificates” and, together with the Series 2021A Certificates, the “Series 2021 Certificates”), to provide funds to (a) prepay the 2020 Lease, (b) pay the costs of the Project and (c) pay the costs of executing and delivering the Series 2021 Certificates; and

WHEREAS, to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

- (a) Enter into a Base Lease (the “Base Lease”) between the City, as lessor, and the Trustee, as lessee, the form of which is attached hereto as **Exhibit A**, pursuant to which the City will lease the Leased Property to the Trustee;

(b) Enter into a Lease Purchase Agreement (the "Lease") between the Trustee, as lessor, and the City, as lessee, the form of which is attached hereto as **Exhibit B**, pursuant to which the City will lease the Leased Property from the Trustee on a year-to-year basis with an option to purchase the Trustee's interest in the Leased Property;

(c) Enter into a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), the form of which is attached hereto as **Exhibit C**, pursuant to which the City will agree to provide certain financial and other information with respect to the Series 2021 Certificates;

(d) Enter into a Tax Compliance Agreement (the "Tax Compliance Agreement") between the City and the Trustee, the form of which is attached hereto as **Exhibit D**, pursuant to which the City will make certain representations and covenants for purposes of federal income taxation;

(e) Approve a Declaration of Trust (the "Declaration of Trust") by the Trustee, the form of which is attached hereto as **Exhibit E**, pursuant to which the Series 2021 Certificates will be executed and delivered;

(f) Approve an Official Statement with respect to the Series 2021 Certificates, to be in substantially the same form as the Preliminary Official Statement with respect to the Series 2021 Certificates, the form of which is attached hereto as **Exhibit F** (the "Preliminary Official Statement," and together, the "Official Statement");

(g) Enter into a Certificate Purchase Agreement (the "Certificate Purchase Agreement") among the City, the Trustee and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), the form of which is attached hereto as **Exhibit G**; and

(h) Enter into an Escrow Trust Agreement (the "Escrow Trust Agreement") with BOKF, N.A., as Escrow Agent, the form of which is attached hereto as **Exhibit H**.

The Base Lease, the Lease, the Continuing Disclosure Undertaking, the Tax Compliance Agreement, the Certificate Purchase Agreement and the Escrow Trust Agreement are referred to together herein as the "City Documents."

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

Section 1. Authorization and Approval of City Documents and Declaration of Trust.

(a) The City Documents and the Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the Mayor. The Mayor's execution of the City Documents will be conclusive evidence of such approval.

(b) The obligation of the City to pay Basic Rent Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the City and will not in

any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease will be construed so as to give effect to such intent.

(c) The Mayor is hereby authorized and directed to execute and deliver the City Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the City Documents and attest said seal.

Section 2. Sale and Delivery of Series 2021 Certificates.

(a) The City Council hereby approves the delivery of the Series 2021A Certificates in the aggregate principal amount of \$[*Principal Amount-A*] and the Series 2021B Certificates in the aggregate principal amount of \$[*Principal Amount-B*] to the Underwriter for the purposes set forth in the recitals to this Ordinance.

(b) The Series 2021 Certificates shall be sold to the Underwriter at the purchase price and upon the terms and conditions set forth in the Certificate Purchase Agreement. Delivery of the Series 2021 Certificates to the Underwriter shall occur as soon as practicable after the adoption of this Ordinance, upon payment for the Series 2021 Certificates in accordance with the terms of the sale, as provided in the Certificate Purchase Agreement.

(c) The Series 2021 Certificates shall be delivered and secured pursuant to the Declaration of Trust. The Series 2021 Certificates shall be in such denominations, shall be in such forms, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Declaration of Trust.

Section 3. Approval of Official Statement.

(a) The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as are approved by the Mayor. The Mayor is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the City. The Mayor's execution thereof shall be conclusive evidence of his approval thereof, and the public distribution of the final Official Statement by the Underwriter is in all respects hereby authorized and approved for use in connection with the sale of the Series 2021 Certificates.

(b) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 4. Prepayment of the Series 2014 Certificates and the 2020 Lease.

(a) The Series 2014 Certificates maturing on April 1, 2024 and thereafter are hereby called for prepayment prior to maturity on April 1, 2022. The Series 2014 Certificates shall be prepaid at the principal corporate trust office of BOKF, N.A., by the payment on the prepayment date of the principal thereof, together with any prepayment premium and accrued interest thereon to the prepayment date. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the prepayment of such Series 2014 Certificates as herein provided.

(b) The City Administrator and his designees are hereby authorized to notify Investing in Community LLC of the City's intent to prepay and terminate the 2020 Lease.

Section 5. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the other documents authorized or approved hereby.

Section 6. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council and **APPROVED** by the Mayor this 20th day of May, 2021.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

BASE LEASE

[On file in the office of the City Clerk]

EXHIBIT B

LEASE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT C

CONTINUING DISCLOSURE UNDERTAKING

[On file in the office of the City Clerk]

EXHIBIT D

TAX COMPLIANCE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT E

DECLARATION OF TRUST

[On file in the office of the City Clerk]

EXHIBIT F

PRELIMINARY OFFICIAL STATEMENT

[On file in the office of the City Clerk]

EXHIBIT G

CERTIFICATE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT H

ESCROW TRUST AGREEMENT

[On file in the office of the City Clerk]



May 20, 2021

To: Waynesville City Council

From: City Administrator John Doyle

RE: City Administrator's Report – May 2021

Electric Agreement

- The agreement between the City of Waynesville and Sho-Me power has been reviewed technically by Toth & Associates and legally by Lauber Law Firm.
- The approved agreement is expected to be submitted to Waynesville City Council for approval during the regularly scheduled meeting to be held May 20, 2021.

City Survey

- The City of Waynesville recently provided customers a survey asking them to rate many services/functions provided by the City. This is the first time the City of Waynesville solicited customers in the form of a survey to gain their opinion and perspective on services we provide. City staff is currently processing the results of this survey and will soon report these results to the appropriate committee for review and analysis.

Utility Rate Studies

- The City of Waynesville is currently in the process of evaluating the City's utility rate for:
 - Electric
 - Sewer
 - Water
 - Natural Gas
- The Waynesville utility rate studies are being completed by Toth Engineering. Results from these studies will be provided to utility committee for review and analysis.

2021 COP

- The City of Waynesville recently completed pre and final pricing for the 2021 COP. The 2021 COP is currently expected to be approved during the regularly scheduled council meeting to be held May 20, 2021.

Industrial Park Speculative Building



- The City of Waynesville has approved a Letter of Intent to enter into an agreement for the sale of the Industrial Park Speculative Building. A resolution accepting the conditions outlined in the Letter of Intent is expected to be approved during the regularly scheduled council meeting to be held May 20, 2021.

John Doyle
City Administrator
City of Waynesville

WAYNESVILLE-ST ROBERT JOINT AIRPORT
BOARD MEETING SUMMARY
April 27, 2021
3:00pm

Attendance:

Board: Chairman Lauritson, Randy Becht, John Doyle, Doug Spitalny, Anita Ivey, Clarence Liberty, Bill Taylor

Staff: Miriam Jones, Mike Guy

Guests: Dave Robinson, Don Payne, Matt Chaifetz, Erin Younkin, Robert Crain, Ryan Lorton, Carola Prewitt, Alan Moll, Darlene Battle, Renea Lazzarini, Maj Donovan Herron

- Meeting called to order at 3:00pm
- Meeting minutes from March 23, 2021 approved.
- Comments by Guests: No comments
- Board approved budget.
- Fuel sales are up. By the end of the month the fuel sales will increase due to additional flights coming in to the airport.
- Contour Airline Update- Matt Chaifetz presented the board with a presentation that addressed Contour's performance ability. Mr. Chaifetz stated that April has been the best month Contour has had since February 2019 when they first started. There has been a significant increase in baggage being carried. May is on track to do better than April. Tracking 100 more bookings for May so far.
- Extension Date for EAS Bids- Request was made for an extension for the due date for EAS proposals which was granted and extended to April 29, 2021.
- FLW access for Contour passengers- No update.
- SOP Marketing Report- Google ads have improved. Facebook, Twitter and Instagram summaries showed an increase in post engagement.
- Other Business- Missouri Partnership sent an RFI for an upcoming project for a company that performs MRO activities on large aircraft, as well as a full range of additional support services. This is a well-established company looking to build a new operational facility. The company expects to initially bring 80-100 aircraft skilled maintenance jobs to the area, with potential growth within a short timeframe. The information that was requested was sent back to Missouri Partnership and all categories were met. This could be a great opportunity.

Next meeting: Tuesday, May 25, 2021 at 3pm at Waynesville City Hall.

With no further business, meeting adjourned at 4:14pm.

**CASH FLOW REPORT**

\$5,907,384.25

5/10/2021

Name - Account Type	Account #	Bank	General Ledger #	BALANCE
Consolidated Checking (restricted)	-	-	100-10-1045	\$151,277.35
			200-20-1045	
			300-30-1045	
			500-50-1045	
			600-60-1045	
			700-70-1045	
			800-80-1045	
General	-	-	100-10-1030	\$654,242.53
			200-20-1030	
			200-20-1034	
			200-20-1036	
			300-30-1030	
			300-30-1032	
Utility	-	-	500-50-1030	\$1,885,038.22
			600-60-1030	
			700-70-1030	
			800-80-1030	
<u>RESTRICTED ACCOUNTS</u>				
Meter	-	-	500-50-1035	\$810,525.21
Municipal Bond	-	-	100-10-1005	\$0.00
Park Acquisition	-	-	200-20-1028	\$33,832.09
<u>SAVINGS ACCOUNTS</u>				
General Savings	-	-	100-10-1010	\$1,226,708.28
Utility Savings	-	-	500-50-1001	\$665,757.57
Electric Savings (restricted)				\$480,003.00
General Certificate of Deposit		-	100--10-1100	\$0.00
TOTAL RESTRICTED				\$1,475,637.65
TOTAL SAVINGS				\$1,892,465.85
TOTAL CD'S				\$0.00
TOTAL AVAILABLE FUNDS				\$2,539,280.75

Finance Officer - Amber Box



APRIL BUDGET SUMMARY

Department	2021 Budget	Month to Date	Year to Date	Unrealized	Percent YTD
REVENUES					
General	\$ 2,598,350.00	\$ 153,468.18	\$ 1,179,405.49	\$ 1,418,944.51	45%
Police	\$ 169,500.00	\$ 6,571.01	\$ 28,346.50	\$ 141,153.50	17%
Streets and Transportation	\$ 860,000.00	\$ 68,017.84	\$ 283,734.21	\$ 576,265.79	33%
Airport	\$ 3,830,000.00	\$ 361,853.29	\$ 1,220,194.02	\$ 2,609,805.98	32%
Building Department	\$ 385,000.00	\$ 32,133.34	\$ 127,533.56	\$ 257,466.44	33%
Animal Shelter	\$ 164,000.00	\$ 4,422.50	\$ 64,239.16	\$ 99,760.84	77%
CID	\$ 55,000.00	\$ -	\$ -	\$ 55,000.00	0%
Park	\$ 478,000.00	\$ 34,989.84	\$ 155,720.51	\$ 322,279.49	33%
Youth Sports Program	\$ 76,000.00	\$ 6,905.00	\$ 26,038.14	\$ 49,961.86	34%
Electric	\$ 7,450,000.00	\$ 504,703.44	\$ 2,578,641.03	\$ 4,871,358.97	35%
Water	\$ 1,236,500.00	\$ 90,406.38	\$ 394,894.15	\$ 841,605.85	32%
Sewer	\$ 1,134,000.00	\$ 112,114.74	\$ 469,391.94	\$ 664,608.06	41%
Plant	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0%
Solid Waste Management	\$ 292,000.00	\$ 28,252.82	\$ 106,968.07	\$ 185,031.93	37%
Natural Gas	\$ 1,495,000.00	\$ 117,533.83	\$ 1,212,851.27	\$ 282,148.73	81%
TOTAL REVENUE	\$ 20,225,350.00	\$ 1,521,372.21	\$ 7,847,958.05	\$ 12,377,391.95	39%
EXPENSES					
General	\$ 1,599,300.00	\$ 63,276.32	\$ 756,899.90	\$ 842,400.10	47%
Police	\$ 907,850.00	\$ 64,621.14	\$ 256,267.16	\$ 651,582.84	28%
Court	\$ 178,325.00	\$ 14,193.80	\$ 51,355.16	\$ 126,969.84	29%
Street	\$ 855,600.00	\$ 33,315.74	\$ 355,121.65	\$ 500,478.35	42%
Airport	\$ 3,843,354.98	\$ 320,814.13	\$ 1,210,434.93	\$ 2,632,920.05	31%
Fire Protection	\$ 315,365.88	\$ -	\$ 157,682.94	\$ 157,682.94	50%
Building Department	\$ 453,250.00	\$ 17,189.84	\$ 77,489.19	\$ 375,760.81	17%
Animal Shelter	\$ 255,800.00	\$ 20,107.80	\$ 95,244.04	\$ 160,555.96	37%
Park	\$ 329,800.00	\$ 12,770.47	\$ 64,554.76	\$ 265,245.24	20%
Youth Sports	\$ 120,850.00	\$ 8,404.28	\$ 30,989.95	\$ 89,860.05	26%
Electric	\$ 7,395,450.00	\$ 657,434.49	\$ 2,248,111.82	\$ 5,147,338.18	30%
Water	\$ 1,029,850.00	\$ 66,712.62	\$ 463,658.63	\$ 566,191.37	45%
Sewer	\$ 755,500.00	\$ 36,110.91	\$ 298,091.34	\$ 457,408.66	39%
Plant	\$ 620,900.00	\$ 22,149.56	\$ 94,559.28	\$ 526,340.72	15%
Solid Waste Management	\$ 292,000.00	\$ 22,469.13	\$ 90,593.92	\$ 201,406.08	31%
Natural Gas	\$ 1,248,200.00	\$ 143,901.31	\$ 591,520.54	\$ 656,679.46	47%
TOTAL EXPENSES	\$ 20,201,395.86	\$ 1,503,471.54	\$ 6,842,575.21	\$ 13,358,820.65	34%

Total Revenue Year to Date \$ 7,847,958.05

Total Expense Year to Date \$ 6,842,575.21

Net Revenue \$ 1,005,382.84

BUDGET 10:57

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE

GENERAL FUND						
CITY HALL DEPARTMENT						
100-11-4011	TAXES PD FROM CO	400,000.00	7,181.29	198,503.15	49.63	201,496.85
100-11-4021	GRANT INCOME	50,000.00				50,000.00
100-11-4024	RAILROAD UTIL & SURCHARGE	800.00		110.00	13.75	690.00
100-11-4026	GROSS RECEIPTS BUS. TAX	90,000.00	4,200.66	20,904.97	23.23	69,095.03
100-11-4034	SALES TAX	590,000.00	41,340.24	189,484.04	32.12	400,515.96
100-11-4035	ADMIN RECAPTURE FEE - SEWER	34,020.00	2,835.00	11,340.00	33.33	22,680.00
100-11-4036	DEPT TRANSFER FROM SEWER	79,380.00	6,615.00	26,460.00	33.33	52,920.00
100-11-4037	ADMIN RECAPTURE FEE ELEC	223,500.00	18,625.00	74,500.00	33.33	149,000.00
100-11-4038	DEPT TRANSFERS FROM ELECTRIC	521,500.00	43,458.33	173,833.32	33.33	347,666.68
100-11-4039	ADMIN RECAPTURE FEE - GAS	44,850.00	3,737.50	14,950.00	33.33	29,900.00
100-11-4040	DEPT TRANSFERS FROM WATER	86,555.00	7,212.92	28,851.68	33.33	57,703.32
100-11-4041	ADMIN RECAPTURE - WATER	37,095.00	3,091.25	12,365.00	33.33	24,730.00
100-11-4042	CEMETERY LOT SALES	1,800.00		600.00	33.33	1,200.00
100-11-4045	DEPT TRANSFER FROM GAS	104,650.00	8,720.83	34,883.32	33.33	69,766.68
100-11-4046	DOG TAGS	200.00		23.00	11.50	177.00
100-11-4049	ADDITIONAL FEES	500.00	600.00	2,160.00	432.00	1,660.00-
100-11-4050	MERCHANT LICENSE	12,000.00	1,350.00	11,575.00	96.46	425.00
100-11-4051	ABATEMENTS	3,000.00				3,000.00
100-11-4510	INTEREST INCOME	15,000.00	2,032.87	6,698.22	44.65	8,301.78
100-11-4845	STREET RECAPTURE	500.00				500.00
100-11-4919	OTC RENTAL LEASE	289,000.00		288,909.38	99.97	90.62
100-11-4920	MISCELLANEOUS INCOME	3,500.00	1,187.29	78,934.41	2,255.27	75,434.41-
100-11-4921	MISC-RENTALS	10,500.00	1,280.00	4,320.00	41.14	6,180.00
		=====	=====	=====	=====	=====
	CITY HALL TOTAL	2,598,350.00	153,468.18	1,179,405.49	45.39	1,418,944.51
POLICE DEPARTMENT						
100-12-4410	POLICE FINES	150,000.00	3,555.90	19,984.54	13.32	130,015.46
100-12-4920	MISCELLANEOUS INCOME	7,500.00	370.00	905.00	12.07	6,595.00
100-12-4930	PROCEEDS FROM GRANT	12,000.00	2,645.11	7,456.96	62.14	4,543.04
		=====	=====	=====	=====	=====
	POLICE TOTAL	169,500.00	6,571.01	28,346.50	16.72	141,153.50
STREET DEPARTMENT						
100-14-4022	DEPARTMENT TRANSFERS IN	185,000.00	15,416.67	61,666.68	33.33	123,333.32
100-14-4028	GAS TAX	125,000.00	8,761.53	39,141.25	31.31	85,858.75
100-14-4030	MOTOR VEHICLE TAX	65,000.00	6,723.85	23,421.63	36.03	41,578.37
100-14-4043	CITY USE TAX	225,000.00	19,447.50	73,611.38	32.72	151,388.62
100-14-4510	TRANSPORTATION TAX INCOME	260,000.00	17,668.29	85,893.27	33.04	174,106.73
		=====	=====	=====	=====	=====
	STREET TOTAL	860,000.00	68,017.84	283,734.21	32.99	576,265.79
AIRPORT DEPARTMENT						
100-16-4058	INCOME FROM ST. ROBERT	150,000.00				150,000.00

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
100-16-4060	FUEL SALES	450,000.00	53,973.29	150,935.48	33.54	299,064.52
100-16-4920	MISCELLANEOUS INCOME	5,000.00		3,860.54	77.21	1,139.46
100-16-4930	PROCEEDS FROM GRANT	3,205,000.00	307,205.00	1,060,538.00	33.09	2,144,462.00
100-16-4963	HANGER RENTAL FEES	20,000.00	675.00	4,860.00	24.30	15,140.00
		=====	=====	=====	=====	=====
	AIRPORT TOTAL	3,830,000.00	361,853.29	1,220,194.02	31.86	2,609,805.98
	BUILDING DEPARTMENT					
100-18-4320	BUILDING PERMITS	15,000.00	1,300.00	4,200.20	28.00	10,799.80
100-18-4321	DEPARTMENT TRANSFERS IN	370,000.00	30,833.34	123,333.36	33.33	246,666.64
		=====	=====	=====	=====	=====
	BUILDING TOTAL	385,000.00	32,133.34	127,533.56	33.13	257,466.44
	ANIMAL SHELTER DEPARTMENT					
100-19-4410	ANIMAL SHELTER FINES	1,000.00				1,000.00
100-19-4910	ANIMAL SHELTER FEES	45,000.00	2,722.50	12,813.03	28.47	32,186.97
100-19-4911	ANIMAL SHELTER-ST. ROBERT/FLW	109,500.00		33,625.00	30.71	75,875.00
100-19-4920	ANIMAL SHELTER-DONATIONS	4,500.00	1,700.00	17,801.13	395.58	13,301.13-
100-19-4930	PROCEEDS FROM GRANT	4,000.00				4,000.00
		=====	=====	=====	=====	=====
	ANIMAL SHELTER TOTAL	164,000.00	4,422.50	64,239.16	39.17	99,760.84
	TOTAL REVENUE	8,006,850.00	626,466.16	2,903,452.94	36.26	5,103,397.06
	CITY HALL DEPARTMENT					
100-11-6010	SALARIES	480,000.00	35,348.80	136,853.75	28.51	343,146.25
100-11-6020	PAYROLL TAXES	35,000.00	2,643.67	10,301.82	29.43	24,698.18
100-11-6030	HEALTH INSURANCE	83,000.00	7,157.43	24,311.04	29.29	58,688.96
100-11-6040	LAGERS	91,000.00	6,546.37	31,486.79	34.60	59,513.21
100-11-6050	UNEMPLOYMENT WAGES	1,000.00				1,000.00
100-11-6070	UNIFORMS	1,400.00				1,400.00
100-11-6120	SHARED SUPPLIES	20,000.00	651.85	5,070.08	25.35	14,929.92
100-11-6140	SCHOOL CHANNEL 12 SUPPORT	10,000.00		1,407.80	14.08	8,592.20
100-11-6170	PRINTING & PUBLICATION	1,000.00				1,000.00
100-11-6182	MAINTENANCE & OPERATIONS	9,000.00	161.69	1,572.21	17.47	7,427.79
100-11-6210	LEGAL FEES	12,500.00				12,500.00
100-11-6220	AUDIT EXPENSE	1,750.00	1,428.59	1,428.59	81.63	321.41
100-11-6240	ELECTION EXPENSE	3,000.00		2,627.89	87.60	372.11
100-11-6260	DUES & MEMBERSHIPS	6,000.00	100.00	1,112.00	18.53	4,888.00
100-11-6270	CHAMBER OF COMMERCE	1,200.00	36.00	148.00	12.33	1,052.00
100-11-6305	ECONOMIC DEVELOPMENT	50,000.00	459.00	459.00	.92	49,541.00
100-11-6310	INSURANCE	70,000.00		1,527.67	2.18	68,472.33
100-11-6320	TRAINING/TRAVEL/MILEAGE	10,000.00	492.82	1,514.23	15.14	8,485.77
100-11-6330	RECORDING FEE	300.00				300.00
100-11-6370	EMPLOYEE PROGRAMS	1,000.00	430.37	464.30	46.43	535.70
100-11-6510	UTILITIES	1,000.00	177.76	682.49	68.25	317.51
100-11-6520	PHONE/FAX/INTERNET	9,000.00	1,172.77	13,541.10	150.46	4,541.10-

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
100-11-6560	COPY MACHINE	1,500.00	103.67	329.06	21.94	1,170.94
100-11-6630	CONTRACT WORK	26,000.00	2,373.00	10,732.14	41.28	15,267.86
100-11-6710	GAS, OIL & TIRES	2,000.00	98.22	326.38	16.32	1,673.62
100-11-6800	MISCELLANEOUS	20,000.00	348.31	2,355.98	11.78	17,644.02
100-11-6805	CONTINGENCY FUND	20,000.00	3,137.00	5,451.99	27.26	14,548.01
100-11-6810	LEASE PAYMENTS	539,000.00		489,944.57	90.90	49,055.43
100-11-6820	MAYOR	3,600.00	300.00	1,200.00	33.33	2,400.00
100-11-6835	OFFICE EQUIPMENT	3,000.00				3,000.00
100-11-6836	IT EXPENSES	25,000.00	109.00	10,854.81	43.42	14,145.19
100-11-6840	GRADUATION PROGRAM	750.00				750.00
100-11-6935	CODIFICATION	10,000.00		845.00	8.45	9,155.00
100-11-6950	POSTAGE	1,000.00		91.21	9.12	908.79
100-11-7000	DRUG TESTING	300.00		260.00	86.67	40.00
100-11-7021	FUNDS TO RESERVES	50,000.00				50,000.00
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	CITY HALL TOTAL	1,599,300.00	63,276.32	756,899.90	47.33	842,400.10
	POLICE DEPARTMENT					
100-12-6010	SALARIES	550,000.00	37,929.23	152,930.09	27.81	397,069.91
100-12-6020	PAYROLL TAXES	40,000.00	2,872.81	11,623.12	29.06	28,376.88
100-12-6030	HEALTH INSURANCE	105,000.00	7,881.39	30,095.90	28.66	74,904.10
100-12-6040	LAGERS	91,000.00	5,621.69	25,481.80	28.00	65,518.20
100-12-6120	SUPPLIES	3,750.00	93.92	560.88	14.96	3,189.12
100-12-6170	PRINTING & PUBLICATION	2,000.00		25.00	1.25	1,975.00
100-12-6182	MAINTENANCE & OPERATIONS	7,000.00	2,105.78	3,360.09	48.00	3,639.91
100-12-6210	LEGAL	5,000.00				5,000.00
100-12-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
100-12-6260	DUES & MEMBERSHIPS	1,750.00		850.00	48.57	900.00
100-12-6310	INSURANCE	34,000.00				34,000.00
100-12-6320	TRAINING/TRAVEL/MILEAGE	500.00		1,608.42	321.68	1,108.42-
100-12-6370	EMPLOYEE PROGRAMS	500.00	430.37	464.30	92.86	35.70
100-12-6440	MOTOR EQUIPMENT M & R	3,000.00	224.74	4,271.30	142.38	1,271.30-
100-12-6520	PHONE/FAX/INTERNET	7,500.00	572.28	2,593.17	34.58	4,906.83
100-12-6550	UNIFORMS & EQUIPMENT	6,500.00	45.97	668.00	10.28	5,832.00
100-12-6560	COPY MACHINE	2,500.00	26.68	340.52	13.62	2,159.48
100-12-6630	CONTRACT WORK	20,000.00	638.80	3,284.05	16.42	16,715.95
100-12-6710	GAS, OIL & TIRES	2,000.00	2,783.91	9,702.63	485.13	7,702.63-
100-12-6800	MISCELLANEOUS EXPENSE	4,000.00				4,000.00
100-12-6835	OFFICE EQUIPMENT	2,000.00				2,000.00
100-12-6880	K-9 EXPENSES	3,400.00		225.37	6.63	3,174.63
100-12-6925	911 COMMUNICATIONS	14,000.00	1,965.00	6,662.74	47.59	7,337.26
100-12-6950	POSTAGE	700.00		91.21	13.03	608.79
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	POLICE TOTAL	907,850.00	64,621.14	256,267.16	28.23	651,582.84
	COURT DEPARTMENT					
100-13-6010	SALARIES	103,500.00	6,611.20	26,444.81	25.55	77,055.19
100-13-6020	PAYROLL TAXES	9,000.00	501.62	2,008.54	22.32	6,991.46
100-13-6030	HEALTH INSURANCE	19,000.00	753.66	3,014.64	15.87	15,985.36

BUDGET 10:57

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
100-13-6040	LAGERS	21,000.00	1,302.41	3,880.79	18.48	17,119.21
100-13-6120	SHARED SUPPLIES	500.00	47.29	419.16	83.83	80.84
100-13-6182	MAINTENANCE & OPERATIONS			91.07		91.07-
100-13-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
100-13-6260	DUES & MEMBERSHIPS	300.00				300.00
100-13-6320	TRAINING/TRAVEL/MILEAGE	1,100.00	550.00	550.00	50.00	550.00
100-13-6370	EMPLOYEE PROGRAMS	250.00	430.37	464.30	185.72	214.30-
100-13-6420	EQUIPMENT M & R	200.00				200.00
100-13-6560	COPY MACHINE	850.00	26.68	252.07	29.66	597.93
100-13-6630	CONTRACT WORK	18,000.00	2,542.00	12,710.00	70.61	5,290.00
100-13-6800	MISCELLANEOUS	250.00				250.00
100-13-6830	FIXED ASSETS	2,000.00				2,000.00
100-13-6895	JAIL CONFINEMENT	500.00				500.00
100-13-6950	POSTAGE	125.00		91.21	72.97	33.79
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	COURT TOTAL	178,325.00	14,193.80	51,355.16	28.80	126,969.84

STREET DEPARTMENT

100-14-6010	SALARIES	154,000.00	9,676.81	36,438.63	23.66	117,561.37
100-14-6020	PAYROLL TAXES	12,000.00	728.80	2,756.83	22.97	9,243.17
100-14-6030	HEALTH INSURANCE	37,000.00	3,458.63	6,842.34	18.49	30,157.66
100-14-6040	LAGERS	30,000.00	1,552.08	7,578.23	25.26	22,421.77
100-14-6120	SUPPLIES	17,900.00	452.55	6,626.80	37.02	11,273.20
100-14-6121	STREET IMPROVE/MAINT/REPAIRS	250,000.00	1,094.77	198,673.48	79.47	51,326.52
100-14-6182	MAINTENANCE & OPERATIONS	2,500.00		780.76	31.23	1,719.24
100-14-6190	SIGNS	2,750.00	3,015.11	4,035.66	146.75	1,285.66-
100-14-6191	SIDEWALKS	30,000.00				30,000.00
100-14-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
100-14-6310	INSURANCE	18,000.00				18,000.00
100-14-6320	TRAINING & TRAVEL	200.00	28.55	92.40	46.20	107.60
100-14-6370	EMPLOYEE PROGRAMS	250.00	430.37	464.30	185.72	214.30-
100-14-6440	MOTOR EQUIPMENT M & R	25,000.00	8,798.17	12,224.03	48.90	12,775.97
100-14-6520	PHONE/FAX/INTERNET	600.00	44.41	178.87	29.81	421.13
100-14-6560	COPY MACHINE	600.00	26.68	263.32	43.89	336.68
100-14-6710	GAS, OIL & TIRES	30,000.00	1,791.79	6,219.30	20.73	23,780.70
100-14-6720	TOOL EXPENSE	3,500.00		1,778.34	50.81	1,721.66
100-14-6800	MISCELLANEOUS EXPENSE	2,000.00		52.00	2.60	1,948.00
100-14-6810	LEASE PAYMENTS	230,000.00		65,561.00	28.50	164,439.00
100-14-6850	UNIFORMS	6,200.00	636.15	2,845.53	45.90	3,354.47
100-14-6860	POSTAGE	100.00		79.96	79.96	20.04
100-14-6905	CHEMICALS	850.00				850.00
100-14-7000	DRUG TESTING	400.00	152.30	201.30	50.33	198.70
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	STREET TOTAL	855,600.00	33,315.74	355,121.65	41.51	500,478.35

AIRPORT DEPARTMENT

100-16-6010	SALARIES	108,000.00	8,081.60	32,400.47	30.00	75,599.53
100-16-6020	PAYROLL TAXES	9,000.00	609.00	2,452.65	27.25	6,547.35
100-16-6030	HEALTH INSURANCE	1,000.00	57.09	228.36	22.84	771.64

BUDGET 10:57

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
100-16-6040	LAGERS	21,000.00	1,592.08	7,061.06	33.62	13,938.94
100-16-6050	UNEMPLOYMENT WAGES	5,000.00				5,000.00
100-16-6120	SUPPLIES	3,000.00	195.42	699.85	23.33	2,300.15
100-16-6170	MARKETING PRINTING & PUBLIC.	40,000.00	1,729.56	5,785.14	14.46	34,214.86
100-16-6182	MAINTENANCE & OPERATIONS	25,000.00	471.93	12,281.28	49.13	12,718.72
100-16-6220	AUDIT EXPENSE	5,000.00	1,428.57	1,428.57	28.57	3,571.43
100-16-6260	DUES & MEMBERSHIPS	450.00				450.00
100-16-6270	LAND LEASE/BASE LEASE	6,350.00				6,350.00
100-16-6280	ENGINEERING		17,470.75	59,400.55		59,400.55-
100-16-6310	INSURANCE	32,000.00				32,000.00
100-16-6320	TRAINING/TRAVEL/MILEAGE	2,500.00				2,500.00
100-16-6370	EMPLOYEE PROGRAMS	200.00	430.35	464.28	232.14	264.28-
100-16-6510	UTILITIES	15,000.00		5,500.00	36.67	9,500.00
100-16-6520	PHONE/FAX/INTERNET/CABLE	7,500.00	515.77	2,078.30	27.71	5,421.70
100-16-6550	EQUIPMENT RENTAL			61.45		61.45-
100-16-6560	COPY MACHINE	800.00	26.68	252.07	31.51	547.93
100-16-6630	CONTRACT WORK	3,120,000.00	269,244.00	982,242.00	31.48	2,137,758.00
100-16-6710	GAS, OIL & TIRES	4,000.00	423.13	1,305.03	32.63	2,694.97
100-16-6720	TOOLS	1,000.00		98.90	9.89	901.10
100-16-6730	PETROLEUM PROD INVENTORY	350,000.00	17,471.70	83,616.64	23.89	266,383.36
100-16-6800	MISCELLANEOUS			393.50		393.50-
100-16-6810	LEASE PAYMENTS	31,704.98				31,704.98
100-16-6830	FIXED ASSETS	53,500.00	1,000.00	12,220.82	22.84	41,279.18
100-16-6850	UNIFORMS	900.00		306.30	34.03	593.70
100-16-6950	POSTAGE	200.00		91.21	45.61	108.79
100-16-7000	DRUG TESTING	250.00	66.50	66.50	26.60	183.50
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	AIRPORT TOTAL	3,843,354.98	320,814.13	1,210,434.93	31.49	2,632,920.05
FIRE PROTECT DEPARTMENT						
100-17-6670	FIRE PROTECTION CONTRACT	315,365.88		157,682.94	50.00	157,682.94
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	FIRE PROTECT TOTAL	315,365.88	.00	157,682.94	50.00	157,682.94
BUILDING DEPARTMENT						
100-18-6010	SALARIES	262,000.00	9,138.03	45,528.49	17.38	216,471.51
100-18-6020	PAYROLL TAXES	21,000.00	673.41	3,413.33	16.25	17,586.67
100-18-6030	HEALTH INSURANCE	53,000.00	2,859.32	12,152.11	22.93	40,847.89
100-18-6040	LAGERS	51,000.00	1,536.68	9,458.48	18.55	41,541.52
100-18-6120	SUPPLIES	1,000.00		57.73	5.77	942.27
100-18-6170	PRINTING & PUBLICATION	250.00		38.87	15.55	211.13
100-18-6182	MAINTENANCE & OPERATIONS	4,500.00	38.62	445.65	9.90	4,054.35
100-18-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
100-18-6260	DUES & MEMBERSHIP	1,500.00				1,500.00
100-18-6320	TRAINING/TRAVEL/MILEAGE	2,500.00		30.92	1.24	2,469.08
100-18-6370	EMPLOYEE PROGRAMS	250.00	430.35	464.28	185.71	214.28-
100-18-6520	PHONE/FAX/INTERNET	1,800.00	44.41	401.87	22.33	1,398.13
100-18-6560	COPY MACHINE	1,000.00	26.68	252.07	25.21	747.93
100-18-6710	GAS, OIL & TIRES	7,500.00	457.03	1,712.35	22.83	5,787.65

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
100-18-6720	TOOL EXPENSE	1,500.00		155.37	10.36	1,344.63
100-18-6830	FIXED ASSETS	37,500.00				37,500.00
100-18-6850	UNIFORMS	4,500.00	297.24	1,598.39	35.52	2,901.61
100-18-6950	POSTAGE	500.00		91.21	18.24	408.79
100-18-7000	DRUG TESTING	200.00	259.50	259.50	129.75	59.50-
		=====	=====	=====	=====	=====
	BUILDING TOTAL	453,250.00	17,189.84	77,489.19	17.10	375,760.81

ANIMAL SHELTER DEPARTMENT

100-19-6010	SALARIES	135,000.00	11,231.92	47,425.86	35.13	87,574.14
100-19-6020	PAYROLL TAXES	11,000.00	849.93	3,600.20	32.73	7,399.80
100-19-6030	HEALTH INSURANCE	30,000.00	2,153.62	8,614.48	28.71	21,385.52
100-19-6040	LAGERS	16,500.00	1,762.59	7,956.55	48.22	8,543.45
100-19-6120	SUPPLIES	3,500.00	429.60	2,577.51	73.64	922.49
100-19-6182	MAINTENANCE & OPERATIONS	8,000.00	38.62	996.03	12.45	7,003.97
100-19-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
100-19-6260	DUES & MEMBERSHIPS	450.00		373.06	82.90	76.94
100-19-6310	INSURANCE	1,800.00				1,800.00
100-19-6320	TRAINING & TRAVEL	1,500.00	150.00	191.71	12.78	1,308.29
100-19-6331	CONVENIENCE FEE EXPENSE	1,000.00				1,000.00
100-19-6370	EMPLOYEE PROGRAM	250.00	430.35	464.28	185.71	214.28-
100-19-6520	TELEPHONE	2,500.00	88.82	567.95	22.72	1,932.05
100-19-6550	UNIFORMS & EQUIPMENT	1,000.00	184.39-	640.32	64.03	359.68
100-19-6560	COPY MACHINE	800.00	26.68	252.00	31.50	548.00
100-19-6710	GAS, OIL & TIRES	2,500.00	165.01	461.86	18.47	2,038.14
100-19-6800	MISCELLANEOUS EXPENSE	1,500.00		1,695.30	113.02	195.30-
100-19-6830	FIXED ASSETS	5,000.00		2,323.18	46.46	2,676.82
100-19-6835	OFFICE EQUIPMENT	500.00		155.50	31.10	344.50
100-19-6850	MICROCHIPPING	5,000.00		99.20	1.98	4,900.80
100-19-6885	VET EXPENSES	20,000.00	484.00	12,300.72	61.50	7,699.28
100-19-6890	MEDICATIONS	6,000.00	956.20	2,834.27	47.24	3,165.73
100-19-6950	POSTAGE	100.00		91.21	91.21	8.79
100-19-7000	DRUG FEES	150.00	96.28	194.28	129.52	44.28-
		=====	=====	=====	=====	=====
	ANIMAL SHELTER TOTAL	255,800.00	20,107.80	95,244.04	37.23	160,555.96

	TOTAL EXPENSES	8,408,845.86	533,518.77	2,960,494.97	35.21	5,448,350.89
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C. I. D. FUND

CITY HALL DEPARTMENT

150-11-4012	CID REIMBURSEMENT	55,000.00				55,000.00
		=====	=====	=====	=====	=====
	CITY HALL TOTAL	55,000.00	.00	.00	.00	55,000.00
		=====	=====	=====	=====	=====
	TOTAL REVENUE	55,000.00	.00	.00	.00	55,000.00

CALENDAR 4/2021, FISCAL 4/2021

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE

PARK FUND						
PARK DEPARTMENT						
200-21-4201	PARKS & RECREATION TAX	145,000.00	8,834.71	42,947.12	29.62	102,052.88
200-21-4202	CAPITAL IMPROVEMENT TAX	270,000.00	20,670.02	94,728.86	35.08	175,271.14
200-21-4203	PAVILION RENTAL	6,000.00	1,827.50	2,515.00	41.92	3,485.00
200-21-4215	RV PARK INCOME	42,500.00	3,632.00	9,504.00	22.36	32,996.00
200-21-4320	PARK ACQ. PERMIT FEE	3,000.00		700.00	23.33	2,300.00
200-21-4510	INTEREST INCOME	500.00	25.61	92.72	18.54	407.28
200-21-4920	MISCELLANEOUS INCOME	1,000.00				1,000.00
200-21-4940	GRANT INCOME	10,000.00		5,232.81	52.33	4,767.19
		=====	=====	=====	=====	=====
	PARK TOTAL	478,000.00	34,989.84	155,720.51	32.58	322,279.49
YOUTH SPORTS DEPARTMENT						
200-23-4000	CITY OF ST. ROBERT	12,500.00				12,500.00
200-23-4005	DONATIONS	6,000.00		2,285.00	38.08	3,715.00
200-23-4010	REGISTRATIONS	40,000.00	6,875.00	23,263.14	58.16	16,736.86
200-23-4215	YOUTH SPORTS FUNDRAISERS	5,000.00	30.00	420.00	8.40	4,580.00
200-23-4232	CITY OF WAYNESVILLE	12,500.00				12,500.00
200-23-4920	MISCELLANEOUS INCOME			70.00		70.00-
		=====	=====	=====	=====	=====
	YOUTH SPORTS TOTAL	76,000.00	6,905.00	26,038.14	34.26	49,961.86
CAPITAL IMPROVEMENT DEPARTMENT						
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	TOTAL REVENUE	554,000.00	41,894.84	181,758.65	32.81	372,241.35
PARK DEPARTMENT						
200-21-6010	SALARIES	130,000.00	6,140.80	28,933.26	22.26	101,066.74
200-21-6020	PAYROLL TAXES	13,000.00	468.38	2,207.24	16.98	10,792.76
200-21-6030	HEALTH INSURANCE	38,000.00	714.83	9,292.79	24.45	28,707.21
200-21-6040	LAGERS EXPENSE	30,000.00	1,256.74	6,447.33	21.49	23,552.67
200-21-6120	SUPPLIES	6,500.00	89.50	2,686.67	41.33	3,813.33
200-21-6170	PRINTING & PUBLICATION	250.00				250.00
200-21-6182	MAINTENANCE & OPERATIONS	12,000.00	719.45	5,735.82	47.80	6,264.18
200-21-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
200-21-6280	ENGINEERING	1,000.00				1,000.00
200-21-6310	INSURANCE	6,000.00				6,000.00
200-21-6320	TRAINING/TRAVEL/MILEAGE	100.00		23.46	23.46	76.54
200-21-6370	EMPLOYEE PROGRAMS	250.00	430.35	464.28	185.71	214.28-
200-21-6520	PHONE/FAX/INTERNET	1,800.00	129.36	536.32	29.80	1,263.68
200-21-6710	GAS, OIL & TIRES	7,000.00	70.69	1,308.06	18.69	5,691.94
200-21-6720	TOOL EXPENSE	2,000.00	275.65	1,208.93	60.45	791.07
200-21-6800	MISCELLANEOUS EXPENSE	4,000.00	379.94	1,075.92	26.90	2,924.08
200-21-6830	CAP IMPROVEMENTS/FIXED ASSETS	70,000.00	127.55	1,466.66	2.10	68,533.34
200-21-6850	UNIFORMS	6,000.00	380.52	1,312.31	21.87	4,687.69

BUDGET 10:57

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
200-21-7000	DRUG TESTING	150.00	48.14	97.14	64.76	52.86
200-21-7020	PORTA POT RENTAL		110.00	330.00		330.00-
		=====	=====	=====	=====	=====
	PARK TOTAL	329,800.00	12,770.47	64,554.76	19.57	265,245.24
YOUTH SPORTS DEPARTMENT						
200-23-6010	SALARIES	45,000.00	2,976.95	12,552.01	27.89	32,447.99
200-23-6020	PAYROLL TAXES	3,500.00	219.43	938.55	26.82	2,561.45
200-23-6030	HEALTH INSURANCE	9,000.00	714.83	2,859.32	31.77	6,140.68
200-23-6040	LAGER EXPENSE	5,400.00	466.50	1,998.50	37.01	3,401.50
200-23-6050	UNEMPLOYMENT WAGES		901.00	2,421.19		2,421.19-
200-23-6120	SUPPLIES	1,200.00	126.64	441.31	36.78	758.69
200-23-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
200-23-6235	SPRING SOCCER	7,000.00	458.04	4,801.97	68.60	2,198.03
200-23-6245	BASEBALL	12,000.00				12,000.00
200-23-6255	FALL SOCCER	4,000.00				4,000.00
200-23-6265	WRESTLING	2,000.00				2,000.00
200-23-6276	BASKETBALL	2,500.00				2,500.00
200-23-6290	CHEERLEADING	1,500.00				1,500.00
200-23-6310	INSURANCE	2,000.00		561.75	28.09	1,438.25
200-23-6325	CONCESSION EXPENSE		11.88	11.88		11.88-
200-23-6520	TELEPHONE	500.00	44.41	194.64	38.93	305.36
200-23-6550	VOLLEYBALL	2,500.00				2,500.00
200-23-6630	CONTRACT LABOR	15,000.00				15,000.00
200-23-6710	GAS, OIL & TIRES	200.00				200.00
200-23-6800	MISCELLANEOUS EXPENSE	4,000.00	1,056.03	2,670.26	66.76	1,329.74
200-23-6850	UNIFORMS FOR WSR STAFF	300.00				300.00
200-23-7020	PORT-A-POTTY RENTAL	1,500.00		110.00	7.33	1,390.00
		=====	=====	=====	=====	=====
	YOUTH SPORTS TOTAL	120,850.00	8,404.28	30,989.95	25.64	89,860.05
CAPITAL IMPROVEMENT DEPARTMENT						
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	TOTAL EXPENSES	450,650.00	21,174.75	95,544.71	21.20	355,105.29
ELECTRIC FUND						
ELECTRIC DEPARTMENT						
500-51-4100	PENALTIES	80,000.00	8,574.07	30,684.33	38.36	49,315.67
500-51-4120	RECONNECT	4,000.00				4,000.00
500-51-4130	POLE RENTAL	11,000.00				11,000.00
500-51-4510	INTEREST INCOME	15,000.00	2,405.83	8,105.16	54.03	6,894.84
500-51-4810	NEW ELECTRIC SERVICE	5,000.00	460.00	985.00	19.70	4,015.00
500-51-4820	UTILITY BILLS-ELECTRIC	6,800,000.00	489,709.98	2,514,124.62	36.97	4,285,875.38
500-51-4920	MISCELLANEOUS INCOME	55,000.00	3,553.56	24,741.92	44.99	30,258.08
500-51-4930	PROCEEDS FROM LOAN	480,000.00				480,000.00
		=====	=====	=====	=====	=====
	ELECTRIC TOTAL	7,450,000.00	504,703.44	2,578,641.03	34.61	4,871,358.97
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		CALENDAR 4/2021	FISCAL 4/2021	PCT OF FISCAL YTD 33.3%		
		TOTAL	PTD	YTD	PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
	TOTAL REVENUE	7,450,000.00	504,703.44	2,578,641.03	34.61	4,871,358.97
500-51-6010	SALARIES	260,000.00	16,985.42	74,680.10	28.72	185,319.90
500-51-6020	PAYROLL TAXES	20,000.00	1,283.25	5,660.13	28.30	14,339.87
500-51-6030	HEALTH INSURANCE	55,000.00	2,859.32	11,389.32	20.71	43,610.68
500-51-6040	LAGERS EXPENSE	47,000.00	3,426.47	13,835.89	29.44	33,164.11
500-51-6120	SUPPLIES	1,000.00		39.25	3.93	960.75
500-51-6180	PLANT EXT.-MATERIAL	150,000.00	15,205.05	23,145.21	15.43	126,854.79
500-51-6182	MAINTENANCE & OPERATIONS	60,000.00	2,632.25	7,054.85	11.76	52,945.15
500-51-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
500-51-6260	DUES & MEMBERSHIPS	1,500.00		2,396.00	159.73	896.00-
500-51-6280	ENGINEERING	480,000.00	31,760.77	55,219.05	11.50	424,780.95
500-51-6310	INSURANCE	40,000.00				40,000.00
500-51-6320	TRAINING/TRAVEL/MILEAGE	12,000.00		5,442.84	45.36	6,557.16
500-51-6370	EMPLOYEE PROGRAMS	250.00	430.34	464.27	185.71	214.27-
500-51-6510	UTILITIES	1,200.00	70.35	281.40	23.45	918.60
500-51-6520	PHONE/FAX/INTERNET	1,000.00	44.41	178.88	17.89	821.12
500-51-6550	EQUIPMENT RENTAL	1,000.00		105.92	10.59	894.08
500-51-6560	COPY MACHINE	1,500.00	64.54	476.58	31.77	1,023.42
500-51-6630	CONTRACT WORK	65,000.00	33,250.00	33,250.00	51.15	31,750.00
500-51-6710	GAS, OIL & TIRES	18,000.00	1,138.32	3,280.70	18.23	14,719.30
500-51-6720	TOOL EXPENSE	10,500.00	4,795.00	6,423.07	61.17	4,076.93
500-51-6800	MISCELLANEOUS	6,000.00	310.26	3,307.85	55.13	2,692.15
500-51-6805	CONTINGENCY FUND	25,000.00		4,487.00	17.95	20,513.00
500-51-6810	LEASE PAYMENTS	975,000.00	3,893.06	154,452.68	15.84	820,547.32
500-51-6850	UNIFORMS	3,000.00	164.14	263.34	8.78	2,736.66
500-51-6900	ELECTRICITY PURCHASED	4,220,000.00	455,886.00	1,513,185.55	35.86	2,706,814.45
500-51-6901	ACCTS RECEIVABLE BAD DEBT	10,000.00	88.30-	334.04	3.34	9,665.96
500-51-6910	ADMIN RECAPTURE FEE	223,500.00	18,625.00	74,500.00	33.33	149,000.00
500-51-6915	FUNDS TO GENERAL	521,500.00	43,458.33	173,833.32	33.33	347,666.68
500-51-6930	FUNDS TO STRT & BUILDING DEPTS	150,000.00	19,166.67	76,666.68	51.11	73,333.32
500-51-6950	POSTAGE	4,000.00	400.00	1,740.21	43.51	2,259.79
500-51-6980	COLLECTION EXPENSE	2,000.00	122.96	335.54	16.78	1,664.46
500-51-6990	PCB SAMPLING	2,500.00				2,500.00
500-51-7000	DRUG TESTING	500.00	48.14	48.14	9.63	451.86
500-51-7001	ONE CALL FEES	750.00	74.17	205.44	27.39	544.56
500-51-7021	FUNDS TO RESERVES	25,000.00				25,000.00
	ELECTRIC TOTAL	7,395,450.00	657,434.49	2,248,111.82	30.40	5,147,338.18
	TOTAL EXPENSES	7,395,450.00	657,434.49	2,248,111.82	30.40	5,147,338.18

WATER / SEWER FUND FUND

		WATER DEPARTMENT				
600-61-4100	PENALTIES	12,500.00	1,284.15	4,458.00	35.66	8,042.00
600-61-4120	RECONNECT	4,000.00				4,000.00
600-61-4810	NEW WATER SERVICE	5,000.00		600.00	12.00	4,400.00
600-61-4830	UTILITY BILLS-WATER	1,200,000.00	89,107.23	370,761.34	30.90	829,238.66

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
600-61-4920	MISCELLANEOUS INCOME	15,000.00	15.00	19,074.81	127.17	4,074.81-
		=====	=====	=====	=====	=====
	WATER TOTAL	1,236,500.00	90,406.38	394,894.15	31.94	841,605.85
	WASTEWATER DEPARTMENT					
600-62-4100	PENALTIES	16,000.00	1,352.17	4,569.76	28.56	11,430.24
600-62-4810	NEW SEWER SERVICE	2,500.00		250.00	10.00	2,250.00
600-62-4840	UTILITY BILLS-SEWER	910,000.00	77,018.94	313,447.89	34.44	596,552.11
600-62-4910	PULASKI SEWER DISTRICT	200,000.00	33,743.63	127,335.01	63.67	72,664.99
600-62-4920	MISCELLANEOUS INCOME	5,500.00		23,789.28	432.53	18,289.28-
		=====	=====	=====	=====	=====
	WASTEWATER TOTAL	1,134,000.00	112,114.74	469,391.94	41.39	664,608.06
	PLANT DEPARTMENT					
600-63-4910	TESTING	2,000.00				2,000.00
		=====	=====	=====	=====	=====
	PLANT TOTAL	2,000.00	.00	.00	.00	2,000.00
	TOTAL REVENUE	2,372,500.00	202,521.12	864,286.09	36.43	1,508,213.91
	WATER DEPARTMENT					
600-61-6010	SALARIES	65,500.00	4,444.80	18,529.97	28.29	46,970.03
600-61-6020	PAYROLL TAXES	5,000.00	338.91	1,413.29	28.27	3,586.71
600-61-6030	HEALTH INSURANCE	19,000.00	1,429.66	5,718.64	30.10	13,281.36
600-61-6040	LAGERS EXPENSE	12,000.00	886.71	3,194.58	26.62	8,805.42
600-61-6120	SUPPLIES	1,000.00		90.66	9.07	909.34
600-61-6170	PRINTING & PUBLICATION	500.00				500.00
600-61-6180	PLANT EXTENSION-WATER	100,000.00	301.69	24,501.69	24.50	75,498.31
600-61-6182	MAINTENANCE & OPERATIONS	90,000.00	31,394.32	59,806.85	66.45	30,193.15
600-61-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
600-61-6260	DUES & MEMBERSHIPS	2,500.00	35.00	1,433.00	57.32	1,067.00
600-61-6280	ENGINEERING	4,000.00				4,000.00
600-61-6310	INSURANCE	34,000.00				34,000.00
600-61-6320	TRAINING/TRAVEL/MILEAGE	2,500.00		216.81	8.67	2,283.19
600-61-6370	EMPLOYEE PROGRAMS	250.00	430.35	464.27	185.71	214.27-
600-61-6480	STREET REPAIRS	5,000.00		1,205.05	24.10	3,794.95
600-61-6510	UTILITIES	28,000.00	2,501.41	11,917.43	42.56	16,082.57
600-61-6520	PHONE/FAX/INTERNET	1,000.00	221.57	371.80	37.18	628.20
600-61-6550	EQUIPMENT RENTAL	1,000.00				1,000.00
600-61-6560	COPY MACHINE	1,000.00	64.54	476.58	47.66	523.42
600-61-6630	CONTRACT WORK	12,500.00		485.00	3.88	12,015.00
600-61-6710	GAS, OIL & TIRES	15,000.00	1,395.03	4,831.99	32.21	10,168.01
600-61-6720	TOOL EXPENSE	2,000.00		332.57	16.63	1,667.43
600-61-6800	MISCELLANEOUS EXPENSE	2,000.00	360.66	412.26	20.61	1,587.74
600-61-6805	CONTINGENCY FUND	10,000.00				10,000.00
600-61-6810	LEASE PAYMENT	352,000.00	4,258.04	256,052.19	72.74	95,947.81
600-61-6830	FIXED ASSETS	50,000.00				50,000.00

BUDGET 10:57

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
600-61-6850	UNIFORMS	1,500.00	134.35	373.61	24.91	1,126.39
600-61-6901	ACCTS RECEIVABLE BAD DEBT	7,500.00	480.96-	237.27	3.16	7,262.73
600-61-6905	CHEMICALS	2,000.00				2,000.00
600-61-6910	ADMIN RECAPTURE FEE W	37,095.00	3,091.25	12,365.00	33.33	24,730.00
600-61-6915	FUNDS TO GENERAL	86,555.00	7,212.92	28,851.68	33.33	57,703.32
600-61-6930	FUNDS TO STRT & BUILDING DEPTS	50,000.00	6,666.67	26,666.68	53.33	23,333.32
600-61-6950	POSTAGE	4,200.00	400.00	1,740.21	41.43	2,459.79
600-61-6980	COLLECTION EXPENSE	2,000.00	122.96	335.53	16.78	1,664.47
600-61-7000	DRUG TESTING	500.00				500.00
600-61-7001	ONE CALL FEE	1,000.00	74.17	205.45	20.55	794.55
600-61-7021	FUNDS TO RESERVES	20,000.00				20,000.00
		=====	=====	=====	=====	=====
	WATER TOTAL	1,029,850.00	66,712.62	463,658.63	45.02	566,191.37
	WASTEWATER DEPARTMENT					
600-62-6010	SALARIES	94,500.00	6,732.80	28,608.65	30.27	65,891.35
600-62-6020	PAYROLL TAXES	8,000.00	503.90	2,151.78	26.90	5,848.22
600-62-6030	HEALTH INSURANCE	19,000.00	1,429.66	5,718.64	30.10	13,281.36
600-62-6040	LAGERS EXPENSE	17,000.00	1,326.36	5,896.84	34.69	11,103.16
600-62-6120	SUPPLIES	500.00		39.66	7.93	460.34
600-62-6170	PRINTING & PUBLICATION	100.00				100.00
600-62-6180	PLANT EXTENSION-W/W	50,000.00	300.00	1,830.30	3.66	48,169.70
600-62-6182	MAINTENANCE & OPERATIONS	50,000.00	3,000.79	5,249.47	10.50	44,750.53
600-62-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
600-62-6260	DUES & MEMBERSHIPS	2,500.00	35.00	1,233.00	49.32	1,267.00
600-62-6280	ENGINEERING	15,000.00				15,000.00
600-62-6310	INSURANCE	15,000.00				15,000.00
600-62-6320	TRAINING & TRAVEL	2,500.00	85.00	282.24	11.29	2,217.76
600-62-6370	EMPLOYEE PROGRAMS	250.00	430.35	464.27	185.71	214.27-
600-62-6480	STREET REPAIRS	1,500.00				1,500.00
600-62-6510	UTILITIES-SEWER	1,200.00	126.57	380.46	31.71	819.54
600-62-6550	EQUIPMENT RENTAL	500.00				500.00
600-62-6560	COPY MACHINE	1,200.00	64.54	476.58	39.72	723.42
600-62-6630	CONTRACT WORK	3,500.00				3,500.00
600-62-6710	GAS, OIL & TIRES	4,000.00	105.84	805.80	20.15	3,194.20
600-62-6720	TOOL EXPENSE	1,000.00		332.56	33.26	667.44
600-62-6800	MISCELLANEOUS EXPENSE	2,000.00	970.00	5,134.42	256.72	3,134.42-
600-62-6805	CONTINGENCY	5,000.00				5,000.00
600-62-6810	LEASE PAYMENT	214,000.00	2,433.16	169,044.84	78.99	44,955.16
600-62-6830	FIXED ASSETS	50,000.00				50,000.00
600-62-6850	UNIFORMS	2,000.00		313.69	15.68	1,686.31
600-62-6910	ADMIN RECAPTURE FEE SEWER	34,020.00	2,835.00	11,340.00	33.33	22,680.00
600-62-6915	FUNDS TO GENERAL	79,380.00	6,615.00	26,460.00	33.33	52,920.00
600-62-6930	FUNDS TO STRT & BUILDING DEPTS	50,000.00	6,666.67	26,666.68	53.33	23,333.32
600-62-6950	POSTAGE	3,500.00	400.00	1,740.21	49.72	1,759.79
600-62-6990	PCSD FEES	5,500.00	621.70	2,443.68	44.43	3,056.32
600-62-7000	DRUG TESTING	500.00		49.00	9.80	451.00
600-62-7001	ONE CALL FEES	600.00				600.00
600-62-7021	FUNDS TO RESERVES	20,000.00				20,000.00
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BUDGET 10:57

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
	TOTAL EXPENSES	292,000.00	22,469.13	90,593.92	31.03	201,406.08
	NATURAL GAS FUND					
	NATURAL GAS DEPARTMENT					
800-81-4100	PENALTIES	9,000.00	2,964.73	6,353.48	70.59	2,646.52
800-81-4120	RECONNECT	4,500.00				4,500.00
800-81-4810	NEW SERVICES	5,000.00		375.00	7.50	4,625.00
800-81-4860	NATURAL GAS REVENUES	1,300,000.00	85,359.87	1,072,912.93	82.53	227,087.07
800-81-4870	INCOME FROM RICHLAND	175,000.00	29,209.23	130,587.39	74.62	44,412.61
800-81-4920	MISCELLANEOUS INCOME	1,500.00		2,622.47	174.83	1,122.47-
	NATURAL GAS TOTAL	1,495,000.00	117,533.83	1,212,851.27	81.13	282,148.73
	TOTAL REVENUE	1,495,000.00	117,533.83	1,212,851.27	81.13	282,148.73
	NATURAL GAS DEPARTMENT					
800-81-6010	SALARIES	75,000.00	5,027.50	21,566.19	28.75	53,433.81
800-81-6020	PAYROLL TAXES	6,000.00	382.92	1,643.92	27.40	4,356.08
800-81-6030	HEALTH INSURANCE	19,000.00	1,429.66	5,718.64	30.10	13,281.36
800-81-6040	LAGERS	14,000.00	1,058.90	3,732.53	26.66	10,267.47
800-81-6120	SUPPLIES	1,000.00		83.88	8.39	916.12
800-81-6160	NATURAL GAS PURCHASE	725,000.00	97,102.91	396,799.95	54.73	328,200.05
800-81-6170	PRINTING & PUBLICATION	4,500.00	3,163.50	3,168.88	70.42	1,331.12
800-81-6180	PLANT - EXTENSION	5,000.00	300.00	300.00	6.00	4,700.00
800-81-6182	MAINTENANCE & OPERATIONS	15,000.00	5,487.12	13,590.28	90.60	1,409.72
800-81-6210	LEGAL	5,000.00		345.00	6.90	4,655.00
800-81-6220	AUDIT EXPENSE	1,750.00	1,428.57	1,428.57	81.63	321.43
800-81-6260	DUES & MEMBERSHIP	1,800.00				1,800.00
800-81-6280	ENGINEERING	500.00				500.00
800-81-6310	INSURANCE	4,000.00				4,000.00
800-81-6320	TRAINING/TRAVEL/MILEAGE	2,000.00		162.08	8.10	1,837.92
800-81-6370	EMPLOYEE PROGRAM	250.00	430.37	464.25	185.70	214.25-
800-81-6520	PHONE/FAX/INTERNET	600.00	44.41	178.87	29.81	421.13
800-81-6560	COPY MACHINE	1,000.00	64.45	476.38	47.64	523.62
800-81-6630	CONTRACT WORK	1,000.00				1,000.00
800-81-6710	GAS, OIL & TIRES	4,500.00	233.73	677.97	15.07	3,822.03
800-81-6720	TOOL EXPENSE	2,500.00		332.56	13.30	2,167.44
800-81-6800	MISCELLANEOUS EXPENSE	2,000.00				2,000.00
800-81-6805	CONTINGENCY FUND	25,000.00				25,000.00
800-81-6810	LEASE PAYMENTS	40,000.00	121.66	31,940.15	79.85	8,059.85
800-81-6850	LAUNDRY & SANITATION	3,500.00	323.01	1,321.21	37.75	2,178.79
800-81-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00	497.16	474.75	23.74	1,525.25
800-81-6910	ADMIN RECAPTURE FEE GAS	44,850.00	3,737.50	14,950.00	33.33	29,900.00
800-81-6915	FUNDS TO GENERAL	104,650.00	8,720.83	34,883.32	33.33	69,766.68
800-81-6930	FUNDS TO STRT & BUILDING DEPTS	120,000.00	13,750.00	55,000.00	45.83	65,000.00
800-81-6950	POSTAGE	3,500.00	400.00	1,740.24	49.72	1,759.76
800-81-6980	COLLECTION EXPENSE	2,000.00	122.95	335.51	16.78	1,664.49

BUDGET 10:57

BUDGET REPORT

OPER: MB

CALENDAR 4/2021, FISCAL 4/2021

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
800-81-7000	DRUG TESTING	500.00				500.00
800-81-7001	ONE CALL FEES	800.00	74.16	205.41	25.68	594.59
800-81-7021	FUNDS TO RESERVES	10,000.00				10,000.00
	NATURAL GAS TOTAL	1,248,200.00	143,901.31	591,520.54	47.39	656,679.46
	TOTAL EXPENSES	1,248,200.00	143,901.31	591,520.54	47.39	656,679.46
	Report Total	23,954.14	17,900.67	1,005,382.84	4,197.12	981,428.70-

The following accounts do not have account breaks defined:

600626990

Account break titles were not printed for these accounts.