

**WAYNESVILLE CITY COUNCIL  
MEETING AGENDA  
JULY 20<sup>TH</sup>, 2023  
5:00P.M.**

**Call to Order  
Roll Call**

**1. 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. **June 15<sup>th</sup>, 2022**
- c. Approval of Bills

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

**Invocation  
Pledge of Allegiance**

**3. CITIZENS COMMENTS**

**4. SPECIAL GUESTS – PRESENTATIONS – APPOINTMENTS**

**None**

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

- a. **Park Board – Chairman Watson**
  - i. Report on July 13<sup>th</sup>, meeting.
- b. **Planning and Zoning – Councilman Hyatt**
  - i. Report on July 11<sup>th</sup>, meeting.
  - ii. **PROPOSED ORDINANCE** – HB2023-23 - Approving Final Plat – Pinnacle Park – Tabled from June 15<sup>th</sup> meeting.

**7. STANDING COMMITTEE REPORTS**

- a. **Utility – Councilman Conley**
  - i. Report on July 3rd, Meeting
- b. **Economic Development & Governmental Affairs Committee – Councilman Rice**
  - i. Report on July 3rd, Meeting
- c. **Roads and Grounds – Councilman Farnham**
  - i. Report on July 11th, Meeting.

- d. **Police Committee – Councilman Conley**
  - i. Report on July 6<sup>th</sup>, meeting
  
- e. **Finance and Human Resources Committee – Councilwoman Koren**
  - i. Report on July 6<sup>th</sup>, meeting
  - ii. **PROPOSED ORDINANCE** – HB2023-25 – Amending the 2023 Budget – Mid-Year Adjustments
  - iii. **PROPOSED ORDINANCE** – HB2023-26 – Amending the Personnel Manning Chart
  
- f. **Waynesville/St. Robert Joint Airport Board – Mr. Doyle**
  - i. Report on June 27<sup>th</sup>, meeting.
  - ii. **PROPOSED ORDINANCE** - HB2023-24 – Approving State Block Grant
  - iii. **PROPOSED ORDINANCE** – HB2023-27 – Approving Agreement – Project Consultant for Terminal Design

**8. OTHER BUSINESS**

- a. Board of Adjustments

**14. CITY ADMINISTRATOR REPORT**

**15. COUNCIL COMMENTS**

**16. MAYOR COMMENTS**

**17. ADJOURNMENT**

**WAYNESVILLE CITY COUNCIL**

**JUNE 15<sup>TH</sup>, 2023**

**5:00PM**

**Call to Order:** Mayor Wilson called the June 15<sup>th</sup>, 2023 meeting of the Waynesville City Council to order at 5:00pm.

**Roll Call:** On roll call, Mayor Wilson and five (5) council members were present:

PRESENT: Farnham, Davis, Hyatt, Rice, Conley

ABSENT: Liberty, Dils, Koren

**Approval of Consent Agenda:** Mayor Wilson called for a motion to approve the Consent Agenda. Councilman Rice made a motion to approve the consent agenda and Councilman Liberty seconded.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

**Closed Session** – There was a need for closed session for legal, real estate. Councilman Liberty made a motion to go into closed session and Councilman Conley seconded.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

Council entered closed session at 5:01pm.

Council out of closed session at 5:53pm.

**Citizens Comments**

**Vannie Williams – 21715 Ranch Rd.** Mr. Williams asked for an update from the Council concerning the children playing signs and street lights he requested at a previous meeting. Mr. Williams also requested the removal of dead animals on South Hwy 17.

**Special Guests – Presentations**

**Appointments – Erika Haley – Park Board.** Mayor Wilson asked for a motion to approve the appointment of Erika Haley to the Waynesville Park Board. Councilman Davis made a motion to approve and Councilman Rice seconded.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

**Andrew Everling – Park Board.** Mayor Wilson asked for a motion to approve the appointment of Andrew Everling to the Waynesville Park Board. Councilman Davis made a motion to approve and Councilman Conley seconded.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

**Timothy Rivera – Planning & Zoning Commission.** Mayor Wilson asked for a motion to approve the appointment of Timothy Rivera to the Planning & Zoning Commission. Councilman Farnham made a motion to approve and Councilman Davis seconded.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

## **Board – Commission – Liaison Reports**

### Park Board

- a. Report on June 8<sup>th</sup>, meeting. Chairwoman Watson updated the Council on Board Member assignments to city parks. Chairwoman Watson stated the Board considered information regarding a new PA system for the stage and proposed ordinances regarding leash requirements in Roubidoux Park and term length for board members.
- b. **PROPOSED ORDINANCE** - HB2023-18 – Amending term length for Park Board members. Ordinance was read by title twice and its adoption and passage was moved by Councilman Davis and seconded by Councilman Rice.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

- c. **PROPOSED ORDINANCE** - HB2023-19 – Amending dog leash requirements in Roubidoux Park. Ordinance was read by title twice and its adoption and passage was moved by Councilman Hyatt and seconded by Councilman Rice.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

### Planning and Zoning

- a. Report on June 13<sup>th</sup>, meeting. Councilman Hyatt stated the Planning & Zoning Commission held Public Hearings regarding applications to re-zone property at 201 S. Benton Street from R1 to MU-1 and to re-zone property at 802 Historic Route 66 West from R1 to R2. Councilman Hyatt also stated the Commission heard complaints regarding a conditional use permit granted to 106 Lincoln Lane to keep chickens. After review, the Commission voted to advise Council to revoke the permit. Councilman Hyatt stated the Commission review the preliminary and final plat for Pinnacle Park.
- b. **PROPOSED ORDINANCE** – HB2023-20 – Approving Re-zoning of property at 201 S. Benton St from R1 to MU-1. Ordinance was read by title twice and its adoption and passage was moved by Councilman Farnham and seconded by Councilman Hyatt.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

- c. **PROPOSED ORDINANCE** – HB2023-21 – Approving Re-zoning of property at 802 Historic Route 66 West from R1 to R2. Ordinance was read by title twice and its adoption and passage was moved by Councilman Farnham and seconded by Councilman Conley.
- YEAS: Farnham, Davis, Rice, Conley  
NAYS: None  
ABSTAIN: Hyatt  
Motion failed.
- d. **PROPOSED ORDINANCE** – HB2023-22 – Revocation of Conditional Use Permit located at 106 Lincoln Lane. Ordinance was read by title twice and its adoption and passage was moved by Councilman Conley and seconded by Councilman Hyatt.
- YEAS: Farnham, Davis, Hyatt, Rice, Conley  
NAYS: None  
Motion passed
- e. **PROPOSED RESOLUTION** – 06-23 – Approving Preliminary Plat – Pinnacle Park. Resolution was read by title and its adoption and passage was moved by Councilman Conley and seconded by Councilman Farnham.
- YEAS: Farnham, Rice, Conley  
NAYS: Hyatt, Davis  
Motion failed.
- f. **PROPOSED ORDINANCE** - HB2023-23 – Approving Final Plat. Ordinance was tabled until July meeting.

## **Standing Committee Reports**

### Utility Committee

- a. Report on June 5<sup>th</sup>, meeting. Councilman Conley briefed the Council on Utility project updates and departmental tasks.

### Economic Development & Government Affairs

- a. Report on the June 5<sup>th</sup>, meeting. Councilman Rice briefed the Council on economic development issues and businesses being spotlighted in the months to come. Councilman Rice stated the committee also discussed several grants the City is providing for small businesses and applying for concerning various projects.

### Roads and Grounds

- a. Report on May 2<sup>nd</sup>, meeting. Councilman Farnham briefed the council on Street Department projects and updates.

### Police & Emergency Services Committee

- a. Report on May 4<sup>th</sup>, meeting. Councilman Conley briefed the Council on Police and Fire Department updates.

### Finance & Human Resources Committee

- a. Report on May 4<sup>th</sup>, meeting. John Doyle briefed the Council on the City's finances and current budget. Mr. Doyle stated the Committee discussed the Recreational Marijuana Tax and approved to have Council consider placing it on the August 8<sup>th</sup> ballot.
- b. **PROPOSED ORDINANCE** – HB2023-17 – Amending the Employee Personnel Manual to include additional holidays. Ordinance was read by title twice and its adoption and passage was moved by Councilman Farnham and seconded by Councilman Rice.

YEAS: Farnham, Davis, Hyatt, Rice, Conley

NAYS: None

Motion passed

### Waynesville/St. Robert Joint Airport Board

- a. Report on May 23<sup>rd</sup>, meeting. Mr. Doyle briefed the Council on Airport updates including fuel sales and marketing efforts.

### **Other Business**

- a. None

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

City Administrator John Doyle updated the Council on current grant efforts and department projects.

### **Council Comments**

- |           |                                                                                                                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Farnham - | Urged employees to enjoy themselves at the Employee Appreciation Luncheon.                                                                                          |
| Davis -   | Stated he appreciates the Employees everyday. Council makes easy and tough decisions everyday. Be careful of complainers, they have a complaint for every solution. |
| Hyatt -   | Welcome to the new volunteer board members.                                                                                                                         |
| Rice -    | Wished his father Happy Father's Day.                                                                                                                               |
| Conley -  | Remembers when Employee Appreciation Day began. Praised the work ethic and dedication of City workers.                                                              |

**Mayors Comments** – Mayor Wilson stated that abatements of properties are a strain on the workforce of the City because it takes employees away from City work to cut the grass of properties that aren't maintained. Mayor Wilson stated that the City needs the participation of land and property owners to maintain their properties to not only help City workers but keep Waynesville looking beautiful.

**Adjournment**

There being no further business to come before this session of the Waynesville City Council, the meeting was adjourned at 6:39pm by Mayor Wilson . The next regularly scheduled session of the Waynesville City Council is July 20<sup>th</sup>, 2023 at 5:30pm.

Respectfully submitted,

Michele Brown - City Clerk

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
5 SECURITY BANK (CONS)7034806								
34559	6/01/2023	20420	TRIPLE K, INC.	132,601.62				
34560	6/07/2023	10480	NATHAN CARMON	700.00				
34561	6/08/2023	10000227	ACCUDATA COLLECTION SERVICE	700.38				
34562	6/08/2023	1000049	BEASLEY'S HVAC LLC.	522.50				
34563	6/08/2023	11908	BUBBA'S HILLBILLY BBQ LLC	300.00				
34564	6/08/2023	1000046	BUSINESS GRAPHICS	332.70				
34565	6/08/2023	10879	BEATRICE A CARNEY	2.00				
34566	6/08/2023	11710	CIVICPLUS	1,700.00				
34567	6/08/2023	1000080	CLEAN THE UNIFORM CO. JOPLIN	969.45				
34568	6/08/2023	10000486	CORE & MAIN LP	49.14				
34569	6/08/2023	11026	COVETRUS NORTH AMERICA	1,870.70				
34570	6/08/2023	11310	DOGWOOD ANIMAL SHELTER	440.00				
34571	6/08/2023	40150	DOWNTOWN STATION	25.00				
34572	6/08/2023	11578	EMPIRE ENERGY	2,763.32				
34573	6/08/2023	10201	ENVIRONMENTAL RESOURCE	136.77				
34574	6/08/2023	11854	HARRISON FARM & FEED LLC	139.99				
34575	6/08/2023	11502	HOARD, COREY	36.85				
34576	6/08/2023	100003762	JERRY'S ELECTRIC INC.	4,800.00				
34577	6/08/2023	11530	KESSINGER DIAGNOSTIC CENTRE	90.00				
34578	6/08/2023	10212	KITTEN DIVISION	360.00				
34579	6/08/2023	11435	LAUBER MUNICIPAL LAW, LLC	3,482.50				
34580	6/08/2023	100005171	LODGE OF THE FOUR SEASONS	222.48				
34581	6/08/2023	10945	MISSOURI INTERGOVERNMENTAL RIS	350.00				
34582	6/08/2023	10000306	MISSOURI ONE CALL SYSTEM	275.40				
34583	6/08/2023	10000329	O'REILLY AUTOMOTIVE, INC.	473.26				
34584	6/08/2023	10000335	OZARK READY MIX CO. INC.	241.50				
34585	6/08/2023	10000350	PRATT'S LAWN & GARDEN	204.73				
34586	6/08/2023	10000355	GENESIS	62.00				
34587	6/08/2023	100088	PULASKI COUNTY RECORDER	135.00				
34588	6/08/2023	10709	S & D FEED & SMALL ENGINE LLC.	1,849.99				
34589	6/08/2023	10000519	SUMNERONE, INC	408.99				
34590	6/08/2023	10825	THE DIXON PILOT	72.00				
34591	6/08/2023	20310	TITAN INDUSTRIAL CHEMICALS LLC	493.00				
34592	6/08/2023	21290	USA BLUE BOOK	1,190.60				
34593	6/08/2023	11883	UTILITY SAFETY AND DESIGN INC.	225.00				
34594	6/08/2023	23070	WATKINS PORTABLE TOILETS	255.00				
34595	6/08/2023	11841	WHOLESALE ELECTRIC SUPPLY	757.19				
*	34596	Thru 34597						
34598	6/15/2023	10810	AL WEST COLLISION CENTER, INC	33.70				
34599	6/15/2023	80200	ANIXTER INC	16,721.80				
34600	6/15/2023	10013	BARCO MUNICIPAL PRODUCTS, INC.	542.68				
34601	6/15/2023	1000053	BEST FRIENDS ANIMAL HOSPITAL	704.79				
34602	6/15/2023	10000495	BIG O TIRES	219.06				
34603	6/15/2023	100003697	BLUE CARDINAL	819.74				
34604	6/15/2023	1000090	COMMITTEE OF FIFTY	30.00				
34605	6/15/2023	11427	CONNECTED, LLC	802.00				
34606	6/15/2023	10000486	CORE & MAIN LP	2,308.13				
34607	6/15/2023	11452	DEPUTY & MIZELL, LLC	97.30				
34608	6/15/2023	11310	DOGWOOD ANIMAL SHELTER	667.00				
34609	6/15/2023	10000151	FAMILY SUPPORT PAYMENT CENTER	92.31				
34610	6/15/2023	10996	FAMILY SUPPORT PAYMENT CENTER	175.00				



BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
34611	6/15/2023	10000149	FLETCHER-REINHARDT CO.	5,172.65				
34612	6/15/2023	11082	FP MAILING SOLUTIONS	135.00				
34613	6/15/2023	10000172	GROEBNER & ASSOCIATES, INC	870.03				
34614	6/15/2023	11912	HYATT, ROBERT	120.26				
34615	6/15/2023	11868	INDUSTRIAL CHEM LABS	1,104.66				
34616	6/15/2023	100004042	ISCO INDUSTRIES	5,398.93				
34617	6/15/2023	10745	TONYA KISSEL	83.46				
34618	6/15/2023	11913	KOBIE, ROGER	205.68				
34619	6/15/2023	100003666	LMC CONVENIENCE STORE	2,494.68				
34620	6/15/2023	20410	MARTIN EQUIPMENT	23,699.23				
34621	6/15/2023	11916	NORTH AMERICAN POLICE DOG	50.00				
34622	6/15/2023	10000347	PULASKI COUNTY CLERK	10,343.14				
34623	6/15/2023	10000438	RPCS, INC.	38.00				
34624	6/15/2023	11897	RUBBER STAMP UNLIMITED INC	181.95				
34625	6/15/2023	10000413	SHO ME POWER	150,000.00				
34626	6/15/2023	11489	SHOW-ME POWER ELECTRIC COOP	5,246.80				
34627	6/15/2023	11914	SI PRECAST	187.65				
34628	6/15/2023	10142	SING RENTAL	273.99				
34629	6/15/2023	10000519	SUMNERONE, INC	48.36				
34630	6/15/2023	23110	WILLARD ASPHALT PAVING, INC.	102.40				
34631	6/22/2023	100003130	B & N TREE SERVICE	450.00				
34632	6/22/2023	100003697	BLUE CARDINAL	209.18				
34633	6/22/2023	1000194	CITY OF ST ROBERT TRANSFER	43,530.12				
34634	6/22/2023	10000486	CORE & MAIN LP	8,538.08				
34635	6/22/2023	100003647	ECONO SIGNS	566.74				
34636	6/22/2023	11917	FONTAN, JAHADA	25.00				
34637	6/22/2023	70250	GRAINGER	270.25				
34638	6/22/2023	11854	HARRISON FARM & FEED LLC	207.99				
34639	6/22/2023	11445	HUDSON, WILLIAM	1,042.00				
34640	6/22/2023	10000249	LONE OAK PRINTING CO.	255.00				
34641	6/22/2023	10153	SOP/LEONARD WOOD INSTITUTE	1,020.38				
34642	6/22/2023	10000374	PULASKI CO SEWER DISTRICT #1	668.93				
34643	6/22/2023	10000301	RICOH USA, INC	155.04				
34644	6/22/2023	100004012	SECREST TEE, MORE &	22.00				
34645	6/22/2023	100003902	DANIEL SHELDEN	88.50				
34646	6/22/2023	10142	SING RENTAL	63.20				
34647	6/22/2023	10000519	SUMNERONE, INC	239.99				
34648	6/22/2023	11433	SURKAMP, HENRY	1,500.00				
34649	6/22/2023	100005256	TRANSUNION RISK & ALTERNATIVE	212.40				
34650	6/22/2023	20420	TRIPLE K, INC.	94,453.25				
34651	6/22/2023	100003729	UTILITY SAFETY & DESIGN INC.	225.00				
34652	6/22/2023	23110	WILLARD ASPHALT PAVING, INC.	113,890.00				
34653	6/22/2023	10000190	WILLARD QUARRIES	37,482.60				
34654	6/22/2023	11799	WILSON, SEAN	300.00				
*								
34655								
34656	6/29/2023	11478	4-J LAND & CATTLE CO.	5,000.00				
34657	6/29/2023	10773	66 GARAGE	348.23				
34658	6/29/2023	1000098	A T & T MOBILITY	879.07				
34659	6/29/2023	1000014	ARKANSAS ELECTRIC COOP	738.00				
34660	6/29/2023	10013	BARCO MUNICIPAL PRODUCTS, INC.	622.60				
34661	6/29/2023	1000054	BASSETT INSURANCE AGENCY	9,085.00				
34662	6/29/2023	11921	BLAU, HERMAN	500.00				
34663	6/29/2023	100003998	BOKF, N.A.	3,000.00				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
34664	6/29/2023	11919	CITIZENS BANK OF THE MIDWEST	34.00				
34665	6/29/2023	30110	CITY OF WAYNESVILLE	219.99				
34666	6/29/2023	11452	DEPUTY & MIZELL, LLC	97.30				
34667	6/29/2023	11310	DOGWOOD ANIMAL SHELTER	699.00				
34668	6/29/2023	10037	ELKINS SWYERS COMPANY, INC.	308.15				
34669	6/29/2023	11578	EMPIRE ENERGY	3,834.03				
34670	6/29/2023	11920	ENGELMEYER & PEZZANI, LLC	13,660.00				
34671	6/29/2023	10463	JOSHUA EVANS	49.51				
34672	6/29/2023	10000151	FAMILY SUPPORT PAYMENT CENTER	92.31				
34673	6/29/2023	10996	FAMILY SUPPORT PAYMENT CENTER	175.00				
34674	6/29/2023	70250	GRAINGER	199.39				
34675	6/29/2023	10000418	HELTON ENTERPRISES INC	788.76				
34676	6/29/2023	11502	HOARD, COREY	1,101.48				
34677	6/29/2023	10945	MISSOURI INTERGOVERNMENTAL RIS	347,773.00				
34678	6/29/2023	100003241	BRIAN D MOORE	183.91				
34679	6/29/2023	11922	PLANK TERMITE & PEST CONTROL	150.00				
34680	6/29/2023	100004010	PUBLIC WATER SUPPLY DIST #1	100.00				
34681	6/29/2023	100004012	SECRETST TEE, MORE &	50.00				
34682	6/29/2023	100005092	STERICYLE, INC	76.84				
34683	6/29/2023	19370	SPECTERA, INC.	17.80				
34684	6/29/2023	19420	ST. ROBERT GLASS	234.00				
34685	6/29/2023	11125	UNDERGROUND CONCRETE	2,531.24				
34686	6/29/2023	23110	WILLARD ASPHALT PAVING, INC.	93.60				
34687	6/29/2023	11900	DIRECTOR OF REVENUE,	200.00				
* 34688	Thru 9266892							
9266893	6/02/2023	10000208	INTERNAL REVENUE SERVICE	24,906.24			E-PAY	
* 9266894	Thru 9266904		(NOT IN SELECTED DATE RANGE)					
9266905	6/08/2023	11909	CANVA	119.99			E-PAY	
9266906	6/08/2023	100005028	DRURY HOTELS	367.05			E-PAY	
9266907	6/08/2023	11910	SLEEP INN & SUITES	476.51			E-PAY	
9266908	6/08/2023	100005036	TRUCK PARTS & SUPPLY CO	2,888.00			E-PAY	
9266909	6/08/2023	10000300	MO. DEPT. NAT'L RESOURCES	303.00			E-PAY	VOID: WRONG AMOUTN
9266910	6/08/2023	1000011	AFLAC	136.52			E-PAY	
9266911	6/08/2023	100004002	AMAZON.COM	329.80			E-PAY	
9266912	6/08/2023	100004002	AMAZON.COM	24.68			E-PAY	
9266913	6/08/2023	30105	CASEY'S GENERAL STORES, INC	30.00			E-PAY	
9266914	6/08/2023	30105	CASEY'S GENERAL STORES, INC	39.40			E-PAY	
9266915	6/08/2023	11911	POLICE RECORDS & INFO	278.23			E-PAY	VOID: WRONG AMOUNT
9266916	6/08/2023	10945	MISSOURI INTERGOVERNMENTAL RIS	40,237.00			E-PAY	
9266917	6/08/2023	130100	MISSOURI DEPT OF REVENUE	17,136.92			E-PAY	
9266918	6/08/2023	11617	SUN LIFE FINANCIAL	2,684.21			E-PAY	
9266919	6/08/2023	10000100	CABLEAMERICA-MISSOURI	114.77			E-PAY	
9266920	6/08/2023	10000100	CABLEAMERICA-MISSOURI	112.82			E-PAY	
9266921	6/09/2023	10000100	CABLEAMERICA-MISSOURI	84.95			E-PAY	
9266922	6/08/2023	10000100	CABLEAMERICA-MISSOURI	96.95			E-PAY	
9266923	6/08/2023	10000100	CABLEAMERICA-MISSOURI	94.95			E-PAY	
9266924	6/08/2023	10000100	CABLEAMERICA-MISSOURI	232.00			E-PAY	
9266925	6/08/2023	11858	GOOGLE	6.00			E-PAY	
9266926	6/08/2023	11080	HUGHESNET	176.39			E-PAY	
9266927	6/08/2023	100004002	AMAZON.COM	19.72			E-PAY	
9266928	6/08/2023	100004002	AMAZON.COM	61.60			E-PAY	
9266929	6/08/2023	10352	WAL-MART	156.20			E-PAY	
9266930	6/08/2023	21270	UNITED STATES POSTAL SERVICE	8.13			E-PAY	

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
9266931	6/08/2023	100004002	AMAZON.COM	242.26				E-PAY
9266932	6/16/2023	10000208	INTERNAL REVENUE SERVICE	23,272.25				E-PAY
9266933	6/15/2023	10352	WAL-MART	118.98				E-PAY
9266934	6/15/2023	21140	UMB BANK N.A.	72,442.50				E-PAY
9266935	6/15/2023	21140	UMB BANK N.A.	12,206.63				E-PAY
9266936	6/15/2023	10000272	MUNICIPAL GAS COMMISSION OF	73,320.27				E-PAY
9266937	6/15/2023	10653	CROWN AWARDS INC	76.64				E-PAY
9266938	6/15/2023	11199	ORSHELN	141.33				E-PAY
9266939	6/15/2023	11102	AIRCRAFT SPRUCE & SPECIALTY CO	37.34				E-PAY
9266940	6/15/2023	100004002	AMAZON.COM	651.93				E-PAY
9266941	6/15/2023	10000268	MISSOURI JOINT MUNICIPAL	330,502.19				E-PAY
9266942	6/15/2023	120150	LOWE'S	4,482.65				E-PAY
9266943	6/15/2023	10000300	MO. DEPT. NAT'L RESOURCES	303.00				E-PAY VOID: WRONG AMOUNT
9266944	6/15/2023	11911	POLICE RECORDS & INFO	278.25				E-PAY VOID: WRONG AMOUNT
9266945	6/15/2023	11650	CULLIGAN OF JEFFERSON CITY	43.14				E-PAY
9266946	6/15/2023	11650	CULLIGAN OF JEFFERSON CITY	53.46				E-PAY
9266947	6/15/2023	10000472	BRIGHTSPEED	285.04				E-PAY
9266948	6/15/2023	11716	ASURE	231.00				E-PAY
9266949	6/15/2023	10105	HOLIDAY INN	119.50				E-PAY
9266950	6/15/2023	11915	INSIGHT DIRECT USA INC	23,867.56				E-PAY
9266951	6/15/2023	100003618	MISSOURI TRANSPORTATION	84,184.10				E-PAY
9266952	6/15/2023	100004002	AMAZON.COM	68.85				E-PAY
9266953	6/15/2023	10000300	MO. DEPT. NAT'L RESOURCES	303.50				E-PAY
9266954	6/15/2023	11911	POLICE RECORDS & INFO	278.25				E-PAY
9266955	6/22/2023	10352	WAL-MART	49.02				E-PAY
9266956	6/22/2023	10105	HOLIDAY INN	115.50				E-PAY
9266957	6/22/2023	100003888	KUM & GO, L.C.	38.15				E-PAY
9266958	6/22/2023	100004002	AMAZON.COM	34.55				E-PAY
9266959	6/22/2023	100004002	AMAZON.COM	34.55				E-PAY
9266960	6/22/2023	10000100	CABLEAMERICA-MISSOURI	236.95				E-PAY
9266961	6/22/2023	10000100	CABLEAMERICA-MISSOURI	116.95				E-PAY
9266962	6/22/2023	100004002	AMAZON.COM	60.41				E-PAY
9266963	6/22/2023	100004002	AMAZON.COM	174.95				E-PAY
9266964	6/22/2023	100004002	AMAZON.COM	135.96				E-PAY
9266965	6/22/2023	100004002	AMAZON.COM	124.95				E-PAY
9266966	6/22/2023	10352	WAL-MART	80.00				E-PAY
9266967	6/22/2023	100003888	KUM & GO, L.C.	39.84				E-PAY
9266968	6/22/2023	11918	LION STOP	36.10				E-PAY
9266969	6/22/2023	100005028	DRURY HOTELS	372.15				E-PAY
9266970	6/22/2023	11594	ALPHA MEDIA	225.00				E-PAY
9266971	6/22/2023	1000029	ARMED SERVICES YMCA	100.00				E-PAY
9266972	6/22/2023	100004002	AMAZON.COM	39.85				E-PAY
9266973	6/30/2023	10000208	INTERNAL REVENUE SERVICE	23,582.57				E-PAY
9266974	6/29/2023	100004002	AMAZON.COM	125.56				E-PAY
9266975	6/29/2023	11590	TJ MAXX	53.36				E-PAY
9266976	6/29/2023	11918	LION STOP	20.01				E-PAY
9266977	6/29/2023	10000245	MISSOURI LAGERS	34,142.04				E-PAY
9266978	6/29/2023	100005203	MSCOE PROTOCOL OFFICE	103.60				E-PAY
9266979	6/29/2023	100003888	KUM & GO, L.C.	32.47				E-PAY
9266980	6/29/2023	100003888	KUM & GO, L.C.	44.46				E-PAY
9266981	6/29/2023	11118	IDEXX DISTRIBUTION INC	369.26				E-PAY
9266982	6/29/2023	100004002	AMAZON.COM	62.28				E-PAY
9266983	6/29/2023	10105	HOLIDAY INN	118.01				E-PAY

BANK# CHECK#	BANK NAME DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
9266984	6/29/2023	100005028	DRURY HOTELS	38.76-				E-PAY
9266985	6/29/2023	100003316	LIBERTY NATIONAL	204.41				E-PAY
9266986	6/29/2023	1000085	COLONIAL LIFE & ACCIDENT	1,613.66				E-PAY
9266987	6/29/2023	100004002	AMAZON.COM	38.12				E-PAY
9266988	6/29/2023	11115	POSTALIA TDC POSTAGE	1,000.00				E-PAY
9266989	6/29/2023	100004002	AMAZON.COM	99.99				E-PAY
9266990	6/29/2023	10151	ENTERPRISE RENT-A-CAR	12,691.90				E-PAY
9266991	6/29/2023	10361	DISH NETWORK	133.57				E-PAY
9266992	6/29/2023	100004002	AMAZON.COM	319.99				E-PAY
9266993	6/29/2023	10000244	LACLEDE ELECTRIC COOP.	2,653.85				E-PAY
9266994	6/29/2023	100004002	AMAZON.COM	53.12				E-PAY

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

BANK TOTALS:	
OUTSTANDING	1,882,572.62
CLEARED	.00
-----	
BANK 5 TOTAL	1,882,572.62
**VOIDED**	1,162.48

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL	792,194.50	792,194.50	.00	556.48
200 PARK	22,860.69	22,860.69	.00	.00
500 ELECTRIC	638,723.33	638,723.33	.00	.00
600 WATER / SEWER FUND	276,032.04	276,032.04	.00	606.00
700 TRASH	44,343.24	44,343.24	.00	.00
800 NATURAL GAS	108,418.82	108,418.82	.00	.00

# July 2023 Park Board Meeting Minutes

## Unapproved



Thursday, July 13, 2023, 5:00pm  
Municipal Building  
100 Tremont Drive Waynesville, Missouri 65583

**Call to Order:** Meeting was called to order by Chairman Rachel Watson at 5:01pm.

**Board Members Present:** Chairman Rachel Watson, David Carpenter, Rena Brown, Dave Neeley, Lynn Morgan, Erika Haley, Andrew Everling.

**Board Members Absent:** none.

**Park Board Support:** Admin assistant to the City Clerk, Jen Worth. Councilwoman Amanda Koren, Park Superintendent, Trey Harrigan.

**Approval of Previous Month's Minutes:** **Motion:** Dave Neeley **Second:** David Carpenter

**September Meeting at the Park:** There will not be a meeting in August due to 4 members not being available to attend. The September meeting will be advertised and held in Roubidoux Park serving free hot dogs etc. to the public and encouraging them to complete a survey and meet the Park Board Members. Members will be coordinating details via phone/email.

**Board Member Park assignments:** Park Board members will be assigned a new park each year while serving on the board to broaden perspective and familiarity with the Waynesville Parks. The new assignments are as follows. (Change is 2 new members assigned parks.)

-Roubidoux: Dave Neeley  
-Laughlin: David Carpenter  
-RV: Lynn Morgan

-Summit: Rena Brown  
-Tiger: Andrew Everling  
-Glen Haven: Erika Haley

**Introduction and Comments of Visitors and Guests:** None present.

**Roubidoux Park (Dave Neeley)** The newly installed saucer and playground parts are appreciated and look/performance nicely. There is a need for a restroom closer to the spring area. Funding is the reason this need cannot be fulfilled at this time. Citizens can walk down to the present porta potty by the fishing platform. There is a bike rack that has been historically unused. It will be removed by the parks dept. Rachel Watson will follow up about the basketball court plans with the city.

**Laughlin Park (David Carpenter)** Potholes need filled at entrance. Mirror exiting park is broken. Can it be repaired/replaced? Fallen tree in spring needs removed. Moss accumulating in fishing platform area-can it be removed or reduced? Citizens park on the side of the road at the spring fence line causing a traffic bottle neck and safety hazard. Can the city install no parking signs?

**R.V. Park Lynn Morgan)** RV & Farmer's Market restrooms are in poor condition. Waiting on grants for new RV park restroom. Rachel Watson will follow up with city about Farmer's Market restroom.

**Glen Haven Park (Erika Haley)** No comments.

**Tiger Park (Andrew Everling)** Property next to park has high grass and poses a safety/health hazard. May be right-of-way and belong to roads dept. Rachel Watson will follow up to see who has ownership and how we can get it maintained. The space where the horseshoe pit was is scheduled to be filled in during the fall season by the parks dept. Wood box around sign is rotten and needs removal/replacement. Rock Climbing equipment is in noncompliance and is scheduled to be removed by the parks dept in the fall. Water pools about ½ in deep under equipment when it rains. Due to underground pipes, the ground cannot be regraded.

**Summit Park (Rena Brown)** Sign for park is missing. Rachel will follow up to see if there is a known reason and work out a solution.

**After Action- Cave State Cruisers:** Boards members were unable to attend this event. No comments.

**Pulaski County Master Gardeners (Rachel Watson):** Provided upcoming events and classes list.

**Park Superintendent (Trey Harrigan):** Provided answers and details about park issues and happenings throughout the meeting.

**Old Business:** It was voted that in lieu of naming the pavilions as previously discussed, there will be new numbers made to be displayed on the pavilions. The signs will be 8x10, green background, reflective white number, and border. Rena Brown will be ordering these.

**New Business:** Rachel Watson was given access to the parks facebook page to add Park Board specific information.

**Final Comments:** Rachel Watson will be ordering Park Board polo shirts for new members.

**Upcoming Events:**

July 14- Next Home Team Ellis, Customer appreciation movie night at the stage.

July 15- Freedom in the Park

Aug 11- Next Home Team Ellis, Customer appreciation movie night at the stage.

Sept 9- ASYMCA Patriot Day

Sept 11- 9/11 Memorial Event

Sept 29&30- Old Settler's Day

Oct 28- Pumpkin Fest

**Next Meeting:** Thursday, September 14, 2023, at 5:00pm at Roubidoux Park.

**Adjournment:** The meeting was adjourned by Chairman Rachel Watson at 5:57pm.

**AN ORDINANCE APPROVING THE FINAL PLAT FOR PINNACLE PARK  
AT THE SUMMIT;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the proposed plat of land within the City of Waynesville, known as Pinnacle Park at the Summit, has been considered and approved by the Planning & Zoning Commission of the City of Waynesville.

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

**Section 1.** The developer requests to approve his final plat. The Planning and Zoning Commission has reviewed the request and approved the final plat of Pinnacle Park at The Summit, on July 19<sup>th</sup>, 2023.

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

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

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

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

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20<sup>th</sup> DAY OF JULY, 2023.**

\_\_\_\_\_  
Sean A. Wilson, Mayor

ATTEST:

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





**UTILITY COMMITTEE MEETING  
SUMMARY REPORT  
July 3, 2023, 3:30 PM**

**Attendance:**

**Board:** Councilman Ed Conley, Councilman Rob Rice, Councilwoman Dils

**Staff:** John Doyle, Tracey York, Miriam Jones, Daniel Shelden, Joe York, Donnie Beal

**Visitors:**

- **Call to Order** – Councilman Conley called the meeting to order at 3:30 pm.
- **Approval of Minutes – June 5, 2023** – Councilman Rice made the motion to approve the meeting minutes and Councilwoman Dils seconded.

- **Witmor/Buckhorn Sewer Update**

- **Installation Complete**
- **Developer to close lagoons & connect existing service**

Mr. Doyle stated the Witmor/Buckhorn sewer installation is complete to include lift station, gravity and forced main. Developer will now need to close the lagoon and connect to the existing service.

- **Department Updates**

**Electric Department** – Mr. Shelden stated that the electric department had 3 power outages, 4 streetlights, 3 trees, 7 miscellaneous, 13 new services, and 1 service upgrade for the month of June. Major highlights for June include continued work on Rowden’s phase 2. Work on Mesa to include 4 more transformer sites, 4 road crossings and 8-meter pedestals. New service installed to Dollar General. Our single phase reclosures saved 4 power outages.

**Natural Gas Department** – Mr. York stated that his department has been finishing work on Majestic and Sierra Circle. Started work on La Vista. Natural gas employees attended a MANGO conference the Lake of the Ozarks. Keeping up with daily work orders and dig rites.

**Water/Sewer Department** – Mr. Beal stated that the water and sewer department had repaired 3 water mains, 5 water leak call outs, 5 yards replaced and continued mowing at plant and wells. Work at treatment plant to include piping, clarifier maintenance and screw pump repair. Completion of water main in Summit Pass. Keeping up with daily work orders and dig rites. Mr. Beal also stated that at least 6 hydrants need maintenance.

- **Other Business**

**Notice of Violation – Waynesville PWS** – Mr. Doyle stated the city received a *Failure to Meet Stage 2 Disinfectant Byproduct Monitoring Requirements for Drinking Water for 2022* by DNR. This was an oversight due to failure to receive sampling bottles. The violation has been corrected along with certification paperwork that has been sent back to DNR.

Mr. Doyle stated there was a need for closed session in accordance with RSMo 610.21 (2)(3)(13)(18). Councilman Rice made a motion to enter closed session and Councilwoman Dils seconded. The motion passed and the committee entered closed session at 4:02 pm.

The committee returned to open session at 5:00 pm.

Having no further business, the meeting adjourned by Chairman Conley at 5:00 pm.

*Next meeting is scheduled for August 7<sup>th</sup>, 2023, at 3:30 pm*

ECONOMIC DEVELOPMENT and GOVERNMENTAL AFFAIRS  
COMMITTEE MEETING SUMMARY  
July 3, 2023

**In Attendance:**

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

**City Staff:** John Doyle, Miriam Jones, Doug Potts

1. **Call to Order and Citizen Comments**– Chairman Rice called the meeting to order at 5:00pm.
2. **Approval of minutes**- Councilman Davis made a motion to approve the meeting minutes from June 5, 2023. Councilman Farnham seconded the motion. Motion passed.
3. **Business Spotlight**- June Business Spotlight- Paradise Deli
4. **Small Business Renovation/Demolition Grant Program**- Doug Potts recommended approving Eclectic Originals application for \$5,000. Councilman Farnham made a motion to approve application for \$5,000. Councilman Davis seconded the motion. Motion passed.
5. **New Businesses**- 5 Cor Behavioral Health located at the Cross Creek Plaza. Jeremy's Tires located next to the City of Waynesville Electric Department Building.
6. **EV Charging Stations Grant**- Doug Potts submitted grant on June 13. Awaiting notification on selection. Should hear by end of August.
7. **U.S. DOT- Safe Streets & Roads for All (SS4A) Grant**- Doug Potts stated he will be submitting for this grant. It is due on July 10<sup>th</sup>. The grant is for road safety, crosswalk painting, curbside reconstruction.
8. **Digital Sign Permit**- Doug Potts applied for a permit through MODOT for a digital board sign to be located at intersection of Hwy 17 and Old Historic Route 66 and was denied because it was too close to an ongoing sidewalk project grant (TAP grant). Mr. Potts went through the appeal process and received notification that the permit has now been approved.
9. **PCED Certification**- Doug Potts stated at the end of the month he will going for his Professional Community Economic Development Certification which is a three year process.
10. **Special Events**-
  - i. Old Settlers Day- July 27-30, 2023
  - ii. Hogs and Frogs- September 22-24, 2023
  - iii. Pumpkinfest- October 28, 2023

There was a need for a closed session. Councilman Farnham made a motion to enter into closed session. Councilman Davis seconded that motion. Committee entered closed session at 5:16 p.m. Councilman Davis made a motion to return to open session. Councilman Farnham seconded that motion. Committee returned to open session at 5:45 p.m.

Having no further business, the meeting adjourned at 5:45 p.m.

Next scheduled meeting will be held on August 7, 2023, at 5 p.m.

**Roads & Grounds Committee**  
**Open Session Minutes**  
**July 11<sup>th</sup>, 2023**

**In attendance:**

**Members:** Chairman Bill Farnham, Councilman Ed Conley

**Absent:** Councilman Clarence Liberty

**City Staff:** John Doyle, Amber Box, Doug Potts, Jason Chapman, Daniel Shelden

**Guests:** Mayor Sean Wilson, Joseph Mott (Late arrival)

**Media:** Darrell Maurina, Pulaski County Daily News (Late arrival)

**Call to Order** – Chairman Farnham called the meeting to order at 1:00pm. A quorum was established.

**Citizen Comments** – None

**Approval of Minutes** – a motion was made by Councilman Conley to approve the June 6<sup>th</sup>, 2023, minutes with the correction of “something” to “sometime” in the Call to Order & Citizens comments paragraph. Motion was seconded by Chairman Farnham. A vote was called.

YEAS – Conley, Farnham

NAYS – None

Motion Passed

**197 Sunset Easement** – John Doyle stated the easement has been run through legal and is now signed and recorded. John has been in contact with the surveyor and will reach out to the Woodside’s once a survey date is available.

**Brentwood Terrace Street Lighting** – Daniel Shelden stated he has spoken with Laclede Electric, and they will provide two meters. The subdivision includes approximately 3,200ft of road and with light poles at 200ft increments, it would take 16 poles & lights. Daniel provided a cost breakdown to the committee of \$30,000. This project will be challenging, and it will be 2024 before it can get put on the schedule. The committee discussed the fact that the subdivision was promised street lighting by a previous City Council and the city needs to abide by this promise. A phased approach was recommended. Councilman Conley made a motion to move forward with this project in a 2-year phased approach with 8 poles being installed in 2024, and another 8 in 2025. Motion was seconded by Chairman Farnham. A vote was called.

YEAS – Conley, Farnham

NAYS – None

Motion Passed

**Citizen Comment** - Joseph Mott, a resident of Brentwood Terrace, entered the meeting late and was apprised of the decision made. Mr. Mott stated that he’s grateful for the lighting, but he would like his water problems addressed. He also thanked the committee for the new road sign that says “Rudolph Road” but that it was wrong, as Google says his address is on Rudolph Drive. Mr. Doyle verified on Pulaski County GIS mapping that the legal name for the road was Rudolph Road, and that Google is often incorrect. Doug Potts will reach out to Google regarding getting the information corrected if possible.

**TAP Grant Update** – John Doyle stated that Kim Tipton from MODOT has submitted a Request for Environmental Review (RER), and the city engineers should have submitted this to MODOT last week. The plan is to begin construction in late summer or early fall of this year.

**Lot 7, Block 2 of Old Farm Estates** – John Doyle stated that this lot has been put out for bid in the Dixon Pilot and all bids are due no later than Friday, July 14, 2023 at 2:00pm.

**Street Department Updates** – Jason Chapman stated the dump trucks have been utilized everyday to haul rock to the new subdivisions; filled all the known potholes; worked on several utility cuts; conducted a sign review and replacements are being installed where needed; cleaned the Roubidoux Bridge with the Parks Department to assist MODOT; and trimmed trees that were encroaching on road signs in the city.

### **Other Business**

Jason Chapman stated that the city spreaders and plows need to be replaced, and orders are taking 10 – 12 weeks to come in. He will be comparing quotes and working with John Doyle on this.

Mayor Wilson recommended installing more crosswalks around the square for citizen safety. Chairman Farnham stated that there were crosswalks on the backside of the courthouse in the past, but they haven't been repainted in years. Jason Chapman will look at these intersections and come up with a plan for installing the crosswalks.

Chairman Farnham stated that the speed limit on Swedeborg Road needs to be reevaluated. Discussion among the committee involved the tree clearing helping future visibility, installing a three way stop, or changing the speed limits. This suggestion will be researched and discussed at a future meeting.

Mr. Doyle stated a need for closed session in accordance with RSMo 610.21 (2) Real Estate. Councilman Conley moved to go into closed session for that purpose and was seconded by Chairman Farnham. A vote was called.

YEAS – Farnham, Conley

NAYS – None

Motion Passed & committee entered closed session at 4:30 p.m.

Committee returned to open session at 4:59 p.m.

Committee adjourned at 4:59 p.m.

Next meeting will be held on August 1st, 2023, at 4:00pm

EMERGENCY SERVICE AND POLICE  
COMMITTEE MEETING SUMMARY  
July 6, 2023

**In Attendance:**

**Members:** Councilman Ed Conley, Councilman Bob Hyatt

**City Staff:** Michele Brown, Miriam Jones, Lt Piles

**Guests:** Mike Shempert, Mayor Sean Wilson

**Media:** Darrell Maurina

**Absent:** Chairman Clarence Liberty

1. **Call to Order and Citizen Comments:** Councilman Conley called the meeting to order at 3:30 p.m. No Citizen Comments.
2. **Approval of minutes-** Councilman Hyatt made a motion to approve the June 1, 2023, meeting minutes. Councilman Conley seconded the motion. Motion passed.
3. **Animal Shelter Update-** Court case dogs have all been adopted out.
4. **Fire Department Update-** Fire Chief Mike Shempert stated the fire hydrant testing has been completed.
5. **Police Department Update-** Lt Piles stated Officer Hoard and the new K-9 completed training.
6. **DCIP Application-** Miriam Jones stated the DCIP application was submitted June 22 for the Waynesville Fire Station. Application provided to board. Should be notified by end of August if selected.
7. **E911/Dispatch-** Michele Brown stated the city has hired someone who is willing and qualified to head the dispatch. Starting from scratch with policy procedure and getting prepared to move ahead.
8. **Police Vehicle Update-** Lt Piles stated that the two new police cars will be taken to VIP to get outfitted. There are two police cars in the shop. One is getting new tires and the other a new radiator.
9. **Special Events**
  - i. Old Settlers Day- July 27-30, 2023
  - ii. Hogs and Frogs- September 22-24, 2023
  - iii. Pumpkinfest- October 28, 2023

Having no further business, the meeting adjourned at 3:45 p.m.

Next meeting date August 3, 2023, at 3:30 p.m.

**Finance & Human Resources Committee**  
**Open Session Minutes**  
**July 6<sup>th</sup>, 2023**

**Members Present:** Chairwoman Amanda Koren, Councilman Cecil Davis, Councilwoman Trudy Dils

**Staff Present:** Amber Box, Michele Brown, Tracey York

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

Call to Order: Meeting was called to order 5:00 p.m. Quorum was established.

Citizen Comments: None

Establish the Use of Consent Agenda in Finance & Human Resources Committee: All matters listed under Consent Agenda are considered routine by the Finance & Human Resources Committee 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. This month's agenda is amended to include the following items as the Consent Agenda:

1. Approval of the Agenda
2. Approval of the Minutes | June 1<sup>st</sup>, 2023
3. Approval of Bills

Approval of Consent Agenda: A motion was made by Councilwoman Dils to approve the consent agenda. Motion was seconded by Chairwoman Koren. A vote was called.

YEAS – Koren, Davis, Dils

NAYS – None

Motion Passed

Cash Flow – Account Status/EOY Budget Review- Committee reviewed the city's cash flow reports, bank account status, and year to date budget. The city has completed 50% of the 2023 Fiscal Year with expenses ending at 59% and revenues at 56%. City bank accounts have a total of \$6,207,894.98 in restricted funds, reserve funds, and usable monies.

Westgate Community Improvement District Update- Committee reviewed the CID sales tax collection summary. Mr. Doyle stated that McDonald's is slated for a massive renovation that will affect the 2023 totals while it's out of operation, but that renovation has been pushed back to the fall.

ARPA Projects: Monthly Update – Mrs. Box stated that Haute Dawgs, A Place for Grace, and Piney River Tap Room have all received reimbursements from the Small Business Enhancement Program or the Small Business Demo/Reno Grant, both of which are funded with ARPA monies.

Mid-Year Budget Adjustments – Mrs. Box provided a copy of the proposed budget adjustments. A full memo will be available to all City Council to review prior to the City Council meeting.

Updated Employee Personnel Manual – Ms. Brown provided a copy of the updated personnel manual to the committee for review. She stated that each employee was provided their own copy and asked to sign a form that they had received and reviewed it. This was done in accordance with a recommendation made by Councilwoman Dils at a previous meeting.

Other Business:

*Personnel Manning Chart:* Ms. Brown stated that an updated personnel manning chart will be provided at City Council to create the necessary positions for the city's new dispatch department.

*Hiring Fair:* Mayor Wilson stated that the City of Waynesville will be participating in a hiring fair that is being held on July 27<sup>th</sup>, 2023.

Mr. Doyle stated a need for closed session in accordance with RSMo 610.21 (1)(3)(13). Councilman Davis moved to go into closed session for that purpose and was seconded by Councilwoman Dils. A vote was called.

YEAS – Koren, Davis, Dils

NAYS – None

Motion Passed & committee entered closed session at 5:18 p.m.

Committee returned to open session at 5:47 p.m.

Committee adjourned at 5:47 p.m.

Next meeting will be held on August 3, 2023, at 5:00pm



**AN ORDINANCE AMENDING THE FISCAL YEAR 2023 BUDGET;  
REPEALING CONFLICTING ORDINANCES;  
FIXING AN EFFECTIVE DATE**

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

**Section 1.** That the City of Waynesville is required to authorize expenditures for all municipal purposes and for proprietary and special funds under its care, and that said Fiscal Year 2023 Budget is herein referenced thereto.

**Section 2.** That the City Administrator has submitted a budget in accordance with Ordinance #2539, a copy of which is on file with the City Clerk.

**Section 3.** That the City Council has reviewed the budgeted document, attached as “Exhibit A”, and the amended 2023 fiscal year budget is hereby accepted and approved.

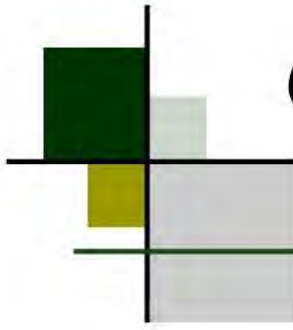
**Section 4.** That this ordinance shall take full force and effect upon its passage.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20<sup>th</sup> DAY OF JULY, 2023.**

\_\_\_\_\_  
Sean A. Wilson, Mayor

ATTEST:

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



# City of Waynesville

Preserving the Past - Planning for the Future

100 Tremont Center Waynesville, MO. 65583

## Exhibit A

To: City Council

From: City Administrator, John Doyle  
Finance Director, Amber Box

### City of Waynesville – Fiscal Year 2023 Budget Amendment

The purpose of this memo is to summarize the recommended adjustments to the 2023 Budget. Revising our 2023 budget is largely due to the increased costs of materials, the progression of the Subdivision Improvement Program, and the need for utility infrastructure improvements. Waynesville Central Dispatch budget has been added with full-time launch of the department to begin in 2024. The interest rates have also increased substantially with the updated banking agreements. The following list details the line items we propose for adjustment.

City Hall	GL	FY 2023 Budget	Proposed 2023 Budget	Difference
Additional Fees (Revenue)	100-11-4049	\$10,000	\$15,000	+\$5,000
Merchant License (Revenue)	100-11-4050	\$15,000	\$20,000	+\$5,000
Interest (Revenue)	100-11-4510	\$18,000	\$30,000	+\$12,000
Misc. Income (Revenue)	100-11-4920	\$45,000	\$5,000	-\$40,000
American Rescue Plan (Revenue)	100-11-4931	\$-0-	\$20,000	+\$20,000
Sub. Improvement Prog. (Revenue)	100-11-4950	\$-0-	\$18,000	+\$18,000
Legal Fees (Expense)	100-11-6210	\$10,000	\$50,000	-\$40,000
Election (Expense)	100-11-6240	\$3,000	\$12,000	-\$8,000
Lease Payments (Expense)	100-11-6810	\$747,000	\$751,000	-\$4,000

Police Department	GL	FY 2023 Budget	Proposed 2023 Budget	Difference
Misc. Income (Revenue)	100-12-4920	\$500	\$7,000	+\$6,500
Proceeds from Grant (Revenue)	100-12-4930	\$1,500	\$30,000	+\$28,500
Training, Travel, Mileage (Expense)	100-12-6320	\$8,000	\$10,000	-\$2,000
Gas, Oil & Tires (Expense)	100-12-6710	\$3,000	\$35,000	-\$32,000
Lease Payments (Expense)	100-12-6810	\$-0-	\$15,000	-\$15,000
K9 (Expense)	100-12-6880	\$3,000	\$20,000	-\$17,000
911 Communications (Expense)	100-12-6925	\$17,000	\$25,000	-\$8,000

Streets & Transportation	GL	FY 2023 Budget	Proposed 2023 Budget	Difference
Misc. Income (Revenue)	100-14-4920	\$-0-	\$5,000	+\$5,000
Proceeds from Loans (Revenue)	100-14-4930	\$350,000	\$600,000	+\$250,000
Sub. Imp. Program (Revenue)	100-14-4950	\$150,000	\$200,000	+\$50,000
Motor Equip M&R (Expense)	100-14-6440	\$25,000	\$40,000	-\$15,000

Lease Payments (Expense)	100-14-6810	\$151,000	\$167,000	-\$16,000
Chemicals (Expense)	100-14-6905	\$850	\$1,500	-\$650
Funds to Dispatch (Expense)	100-14-6911	\$-0-	\$6,500	-\$6,500
Sub. Imp. Program (Expense)	100-14-7010	\$350,000	\$550,000	-\$200,000

<b>Airport</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
Income from St. Robert (Income)	100-16-4058	\$60,000	\$150,000	+\$90,000
Proceeds from Grant (Income)	100-16-4930	\$505,990	\$900,000	+\$394,010
Engineering (Expense)	100-16-6280	\$472,990	\$1,000,000	+\$527,010

<b>Building &amp; Construction</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
Building Permits (Income)	100-18-4320	\$20,000	\$50,000	+\$30,000
Sub. Improvement Prog. (Income)	100-18-4950	\$-0-	\$12,000	+\$12,000
Maint. & Operations (Expense)	100-18-6182	\$2,000	\$5,000	+\$3,000
Gas, Oil & Tires (Expense)	100-18-6710	\$6,000	\$12,000	-\$6,000
Lease Payments (Expense)	100-18-6810	\$-0-	\$16,000	-\$16,000
Uniforms	100-18-6850	\$2,000	\$2,200	-\$200

<b>Animal Shelter</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
Salaries (Expense)	100-19-6010	\$180,000	\$200,000	-\$20,000
Supplies (Expense)	100-19-6120	\$5,000	\$6,000	-\$1,000
Funds to Dispatch (Expense)	100-19-6911	\$-0-	\$3,000	-\$3,000

<b>Parks</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
Capital Improvement Tax (Revenue)	200-21-4202	\$300,000	\$320,000	+\$20,000
StrEATery Income (Revenue)	200-21-4205	\$-0-	\$2,000	+\$2,000
Park Festivals Income (Revenue)	200-21-4400	\$20,000	\$15,000	-\$5,000
Proceeds from ARPA Fund (Revenue)	200-21-4932	\$50,000	\$62,000	+\$12,000
Grant Income (Revenue)	200-21-4940	\$-0-	\$15,000	+\$15,000
Maint. & Operations (Expense)	200-21-6182	\$3,500	\$25,000	-\$21,500
Training, Travel & Mileage (Expense)	200-21-6320	\$500	\$1,500	-\$1,000
Contract Work (Expense)	200-21-6630	\$1,000	\$2,500	-\$1,500
Misc. Expense (Expense)	200-21-6800	\$2,000	\$6,000	-\$4,000
Cap. Imp/Fixed Assets (Expense)	200-21-6830	\$20,000	\$82,000	-\$62,000

<b>Electric</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
Interest Income (Revenue)	500-51-4510	\$20,000	\$40,000	+\$20,000
New Electric Service (Revenue)	500-51-4810	\$20,000	\$60,000	+\$40,000
Utility Bills Electric (Revenue)	500-51-4820	\$7,000,000	\$7,100,000	+\$100,000
Misc. Income (Revenue)	500-51-4920	\$20,000	\$35,000	+\$15,000
Proceeds from Loan (Revenue)	500-51-4930	\$200,000	\$1,150,000	+\$950,000
Sub. Improvement Prog. (Revenue)	500-51-4950	\$50,000	\$150,000	+\$100,000
Plant Ext. & Material (Expense)	500-51-6180	\$100,000	\$225,000	-\$125,000
Contract Work (Expense)	500-51-6630	\$245,000	\$150,000	+\$95,000
Lease Payments (Expense)	500-51-6810	\$448,000	\$470,000	-\$22,000
Fixed Assets (Expense)	500-51-6830	\$314,000	\$800,000	-\$486,000
Uniforms (Expense)	500-51-6850	\$3,000	\$6,000	-\$3,000
Funds to Dispatch (Expense)	500-51-6911	\$-0-	\$12,500	-\$12,500
Sub. Improvement Prog. (Expense)	500-51-7010	\$100,000	\$525,000	-\$425,000

<b>Water</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
New Water Service (Revenue)	600-61-4810	\$12,000	\$25,000	+\$13,000
Sub. Improvement Prog. (Revenue)	600-61-4950	\$25,000	\$150,000	+\$125,000
Shared Supplies (Expense)	600-61-6120	\$1,000	\$2,500	-\$1,000
Contract Work (Expense)	600-61-6630	\$10,000	\$15,000	-\$5,000
Lease Payments (Expense)	600-61-6810	\$333,000	\$355,000	-\$22,000
Funds to Dispatch (Expense)	600-61-6911	\$-0-	\$9,000	-\$9,000
Sub. Improvement Prog. (Expense)	600-61-7010	\$50,000	\$175,000	-\$125,000

<b>Wastewater</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
New Sewer Service (Revenue)	600-62-4810	\$9,000	\$20,000	+\$11,000
Proceeds from Loans (Revenue)	600-62-4930	\$275,000	\$325,000	+\$50,000
Sub. Improvement Prog. (Revenue)	600-62-4950	\$25,000	\$150,000	+\$125,000
Shared Supplies (Expense)	600-62-6120	\$500	\$1,500	-\$1,000
Plant Extension Sewer (Expense)	600-62-6180	\$50,000	\$125,000	-\$75,000
Funds to Dispatch (Expense)	600-62-6911	\$-0-	\$3,000	-\$3,000
Sub. Improvement Prog. (Expense)	600-62-7010	\$100,000	\$200,000	-\$100,000

<b>Plant</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
Dues & Memberships (Expense)	600-63-6260	\$250	\$750	-\$500
Tool Expense (Expense)	600-63-6720	\$500	\$1,000	-\$500

<b>Garbage</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
Garbage Income (Expense)	700-71-4850	\$480,000	\$530,000	+\$50,000

<b>Natural Gas</b>	<b>GL</b>	<b>FY 2023 Budget</b>	<b>Proposed 2023 Budget</b>	<b>Difference</b>
New Services (Revenue)	800-81-4810	\$25,000	\$40,000	+\$15,000
Sub. Improvement Prog. (Revenue)	800-81-4950	\$25,000	\$150,000	+\$125,000
Lease Payments (Expense)	800-81-6810	\$40,000	\$55,000	-\$15,000
Funds to Dispatch (Expense)	800-81-6911	\$-0-	\$6,500	-\$6,500

## DRAFT FY23 Budget Amendments

REVENUES		
DEPT	GL	PROPOSED 2023 BUDGET
GENERAL	100-11	\$ 3,144,580.00
POLICE	100-12	\$ 152,000.00
COURT	100-13	\$ -
STREETS & TRANSPORTATION	100-14	\$ 2,159,000.00
AIRPORT	100-16	\$ 1,425,000.00
FIRE PROTECTION	100-17	\$ -
BUILDING DEPT & PUBLIC WORKS	100-18	\$ 315,000.00
ANIMAL SHELTER	100-19	\$ 252,250.00
DISPATCH	100-20	\$ 65,500.00
C. I. D.	150-11	\$ 60,000.00
PARK & CAP. IMPROVEMENT	200-21	\$ 627,800.00
SPORTS PROG	200-23	\$ 30,000.00
ELECTRIC	500-51	\$ 8,880,500.00
WATER	600-61	\$ 1,635,500.00
SEWER	600-62	\$ 1,826,000.00
PLANT	600-63	\$ 2,000.00
GARBAGE	700-71	\$ 530,000.00
NATURAL GAS	800-81	\$ 1,828,800.00
<b>TOTAL REVENUES</b>		<b>\$ 22,933,930.00</b>
EXPENSES		
DEPT	GL	PROPOSED 2023 BUDGET
GENERAL	100-11	\$ 2,240,790.00
POLICE	100-12	\$ 1,063,000.00
COURT	100-13	\$ 117,760.00
STREETS & TRANSPORTATION	100-14	\$ 1,950,950.00
AIRPORT	100-16	\$ 1,736,395.00
FIRE PROTECTION	100-17	\$ 205,000.00
BUILDING DEPT & PUBLIC WORKS	100-18	\$ 352,900.00
ANIMAL SHELTER	100-19	\$ 459,800.00
DISPATCH	100-20	\$ 138,950.00
C. I. D.	150-11	\$ -
PARK & CAP. IMPROVEMENT	200-21	\$ 412,220.00
SPORTS PROG	200-23	\$ 35,000.00
ELECTRIC	500-51	\$ 8,710,600.00
WATER	600-61	\$ 1,376,050.00
SEWER	600-62	\$ 1,216,000.00
PLANT	600-63	\$ 569,400.00
GARBAGE	700-71	\$ 485,000.00
NATURAL GAS	800-81	\$ 1,698,780.00
<b>TOTAL EXPENSES</b>		<b>\$ 22,768,595.00</b>
Total Revenue Year to Date		\$ 22,933,930.00
Total Expense Year to Date		\$ 22,768,595.00
<b>GAIN/LOSS</b>		<b>\$ 165,335.00</b>

WE APPROVE AMENDING THE FINAL BUDGET TO REFLECT THE FINAL ACCRUAL BASIS, ADJUSTED BALANCES.

*AMENDED 07/20/2023*

**BUDGET WORKSHEET**  
**GENERAL FUND**  
**CITY HALL**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
100-11-4011	TAXES FROM PULASKI COUNTY	\$ 430,000.00	\$ 250,212.08	58%	\$ 430,000.00	
100-11-4021	GRANT INCOME	\$ -	\$ -		\$ -	
100-11-4024	RAILROAD UTIL & SURCHARGE	\$ 200.00	\$ -	0%	\$ -	
100-11-4026	GROSS RECEIPTS BUSINESS TAX	\$ 40,000.00	\$ 29,774.72	74%	\$ 40,000.00	
100-11-4034	SALES TAX	\$ 600,000.00	\$ 265,125.12	44%	\$ 600,000.00	
100-11-4035	ADMIN. RECAPTURE FEE - SEWER	\$ 47,580.00	\$ 23,790.00	50%	\$ 47,580.00	3% SEWER REVENUE
100-11-4036	DEPT TRANSFERS - SEWER	\$ 111,020.00	\$ 55,510.02	50%	\$ 111,020.00	7% SEWER REVENUE
100-11-4037	ADMIN RECAPTURE FEE - ELECTRIC	\$ 222,045.00	\$ 111,025.50	50%	\$ 222,045.00	3% ELECTRIC REVENUE
100-11-4038	DEPT TRANSFERS - ELECTRIC	\$ 518,105.00	\$ 259,052.52	50%	\$ 518,105.00	7% ELECTRIC REVENUE
100-11-4039	ADMIN RECAPTURE FEE - GAS	\$ 47,544.00	\$ 23,772.00	50%	\$ 47,544.00	3% NATURAL GAS REVENUE
100-11-4040	DEPT TRANSFER - WATER	\$ 101,045.00	\$ 50,522.52	50%	\$ 101,045.00	7% WATER REVENUE
100-11-4041	ADMIN RECAPTURE FEE - WATER	\$ 43,305.00	\$ 21,652.50	50%	\$ 43,305.00	3% WATER REVENUE
100-11-4042	CEMETARY LOT SALES	\$ 2,000.00	\$ 2,400.00	120%	\$ 2,000.00	
100-11-4045	DEPT TRANSFER - NATURAL GAS	\$ 110,936.00	\$ 55,468.02	50%	\$ 110,936.00	7% NATURAL GAS REVENUE
100-11-4046	DOG TAGS	\$ -	\$ -		\$ -	
100-11-4048	LAND SALES	\$ 100,000.00	\$ -		\$ -	IF OFFER IS RECEIVED - DO BUDGET ADJ.
100-11-4049	ADDITIONAL FEES	\$ 10,000.00	\$ 16,188.58	162%	\$ 16,188.58	LATE FEES, MISC. INVOICES
100-11-4050	MERCHANT LICENSE	\$ 15,000.00	\$ 15,045.00	100%	\$ 15,045.00	
100-11-4051	ABATEMENTS	\$ 3,000.00	\$ -	0%	\$ 3,000.00	
100-11-4052	ADMIN RECAPTURE FEE - TRASH	\$ 14,400.00	\$ 7,200.00		\$ 14,400.00	NEW LINE IN 2023 - 3% TRASH REVENUE
100-11-4053	DEPT TRANSFER - TRASH	\$ 33,600.00	\$ 16,800.00		\$ 33,600.00	NEW LINE IN 2023 - 7% TRASH REVENUE
100-11-4510	INTEREST REVENUE	\$ 18,000.00	\$ 24,558.89	136%	\$ 24,558.89	
100-11-4845	STREET RECAPTURE	\$ 500.00		0%	\$ 500.00	
100-11-4919	OTC RENTAL LEASE	\$ 484,000.00	\$ 336,859.38	70%	\$ 484,000.00	BOK SERIES 2017C
100-11-4920	MISCELLANEOUS INCOME	\$ 45,000.00	\$ 6,198.76	14%	\$ 6,198.76	
100-11-4921	MISC RENTALS	\$ 12,500.00	\$ 7,680.00	61%	\$ 12,500.00	
100-11-4930	PROCEEDS FROM LOAN	\$ -	\$ -		\$ -	
100-11-4931	AMERICAN RESCUE PLAN	\$ -	\$ -		\$ 20,000.00	INTEREST
100-11-4932	PROCEEDS FROM ARPA FUND	\$ 215,000.00	\$ -		\$ 215,000.00	NEW LINE IN 2023: STUMP DUMP UPGRADE \$85K; ECON DEV \$30K; BUILD IT BETTER \$50K; DEMO/RENO GRANT \$50K
100-11-4950	SUBDIVISION IMP. PROGRAM		\$ 18,073.33		\$ 18,073.33	
<b>TOTAL REVENUES</b>		<b>\$ 3,224,780.00</b>	<b>\$ 1,596,908.94</b>	<b>50%</b>	<b>\$ 3,144,580.00</b>	



GENERAL FUND  
CITY HALL

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
			<b>EXPENSES</b>			
100-11-6010	SALARIES	\$ 535,500.00	\$ 286,595.97	54%	\$ 535,500.00	ALL CITY HALL STAFF INCLUDED
100-11-6020	PAYROLL TAXES	\$ 42,840.00	\$ 21,406.52	50%	\$ 42,840.00	ALL CITY HALL STAFF INCLUDED
100-11-6020	HEALTH INSURANCE	\$ 88,200.00	\$ 60,427.34	69%	\$ 88,200.00	ALL CITY HALL STAFF INCLUDED
100-11-6040	LAGERS	\$ 107,100.00	\$ 60,890.86	57%	\$ 107,100.00	ALL CITY HALL STAFF INCLUDED
100-11-6050	UNEMPLOYMENT WAGES	\$ 3,000.00	\$ -	0%	\$ 3,000.00	
100-11-6070	UNIFORMS	\$ 3,300.00	\$ 3,370.00	102%	\$ 3,300.00	\$300 STIPEND FOR ADMIN. STAFF
100-11-6120	SHARED SUPPLIES	\$ 18,000.00	\$ 7,980.25	44%	\$ 18,000.00	
100-11-6140	SCHOOL CHANNEL 12 SUPPORT	\$ 7,500.00	\$ 2,215.44	30%	\$ 7,500.00	1.25% OF CABLE AMERICA FRANCHISE FEE
100-11-6170	PRINTING & PUBLICATIONS	\$ 1,000.00	\$ 657.00	66%	\$ 1,000.00	
100-11-6182	MAINT & OPERATIONS	\$ 9,000.00	\$ 4,715.87	52%	\$ 9,000.00	
100-11-6210	LEGAL FEES	\$ 10,000.00	\$ 45,483.97	455%	\$ 50,000.00	
100-11-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.18	92%	\$ 2,000.00	
100-11-6240	ELECTION EXPENSE	\$ 3,000.00	\$ 12,045.20	402%	\$ 12,000.00	
100-11-6260	DUES & MEMBERSHIPS	\$ 7,000.00	\$ 4,377.78	63%	\$ 7,000.00	
100-11-6270	CHAMBER OF COMMERCE	\$ 2,500.00	\$ 793.10	32%	\$ 2,500.00	
100-11-6305	ECONOMIC DEVELOPMENT	\$ 110,000.00	\$ 51,021.21	46%	\$ 110,000.00	\$80K ECON DEV; \$30K ARPA PROJECT
100-11-6310	INSURANCE	\$ 90,000.00	\$ 87,327.25	97%	\$ 90,000.00	
100-11-6320	TRAINING/TRAVEL/MILEAGE	\$ 10,000.00	\$ 1,841.92	18%	\$ 10,000.00	
100-11-6330	RECORDING FEE	\$ 300.00	\$ 322.00	107%	\$ 300.00	
100-11-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 835.59	84%	\$ 1,000.00	
100-11-6510	UTILITIES	\$ 1,200.00	\$ 587.68	49%	\$ 1,200.00	ELEC. AT SPEC. BUILDING
100-11-6520	PHONE/FAX/INTERNET	\$ 16,000.00	\$ 6,932.94	43%	\$ 16,000.00	
100-11-6560	COPY MACHINE	\$ 1,750.00	\$ 516.87	30%	\$ 1,750.00	
100-11-6630	CONTRACT WORK	\$ 45,000.00	\$ 22,450.83	50%	\$ 45,000.00	CITY ATTORNEY, SHRED IT CLEANING, CONSULTANT WORK
100-11-6640	GRANT PROJECTS	\$ -	\$ -		\$ -	
100-11-6710	GAS, OIL & TIRES	\$ 2,000.00	\$ 516.32	3%	\$ 2,000.00	
100-11-6800	MISC. EXPENSE	\$ 20,000.00	\$ 15,835.38	79%	\$ 20,000.00	
100-11-6805	CONTINGENCY FUND	\$ 20,000.00	\$ -	0%	\$ 25,000.00	
100-11-6810	LEASE PAYMENTS	\$ 747,000.00	\$ 525,895.64	70%	\$ 751,000.00	CITY: \$342,200 / OTC: \$404,800; ENTERPRISE
100-11-6820	MAYOR	\$ 3,600.00	\$ 2,653.60	74%	\$ 3,600.00	
100-11-6830	FIXED ASSETS	\$ 85,000.00	\$ 7,701.40		\$ 85,000.00	ARPA PROJECT - STUMP DUMP UPGRADE
100-11-6835	OFFICE EQUIPMENT	\$ 10,000.00	\$ 1,942.57	19%	\$ 10,000.00	
100-11-6836	IT EXPENSES	\$ 25,000.00	\$ 22,548.35	90%	\$ 25,000.00	MYNETWORKS, ANTI-VIRUS, SOFTWARE UPGRADES
100-11-6840	GRADUATION PROGRAM	\$ -	\$ -		\$ -	

100-11-6935	CODIFICATION	\$ 3,500.00	\$ 2,545.00	73%	\$ 3,500.00	
100-11-6950	POSTAGE	\$ 1,000.00	\$ 258.26	26%	\$ 1,000.00	
100-11-7000	DRUG TESTING	\$ 500.00	\$ 124.00	25%	\$ 500.00	
100-11-7001	AMERICAN RESCUE PLAN	\$ 100,000.00		0%	\$ 100,000.00	ARPA PROJECTS: BUILD IT BETTER \$50K; DEMO/RENO GRANT \$50K
100-11-7021	FUNDS TO RESERVES	\$ 50,000.00	\$ -	0%	\$ 50,000.00	REIMBURSE RESERVES FOR SPEC. BUILDING
<b>TOTAL EXPENSES</b>		<b>\$ 2,182,790.00</b>	<b>\$ 1,264,662.29</b>	<b>58%</b>	<b>\$ 2,240,790.00</b>	

<b>STREET &amp; TRANSPORTATION TOTALS</b>	
TOTAL BUDGETED REVENUES	\$ 3,144,580.00
TOTAL BUDGETED EXPENSES	\$ 2,240,790.00
<b>GAIN/LOSS</b>	<b>\$ 903,790.00</b>



**BUDGET WORKSHEET**

GENERAL FUND

POLICE

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
100-12-4410	POLICE FINES	\$ 75,000.00	\$ 29,254.74	39%	\$ 75,000.00	
100-12-4920	MISCELLANEOUS INCOME	\$ 500.00	\$ 6,407.50	1282%	\$ 500.00	
100-12-4930	PROCEEDS FROM GRANT	\$ 1,500.00	\$ 18,973.08	1265%	\$ 1,500.00	K9 Grant, Barriers
100-12-4932	PROCEEDS FROM ARPA FUND	\$ 40,000.00	\$ -		\$ 40,000.00	NEW LINE IN 2023: \$3K SUPPLIES; \$12K UNIFORMS & EQUIPMENT; \$2K OFFICE EQUIPMENT; \$3K K9 EXPENSES; \$20K FIXED ASSETS
<b>TOTAL REVENUES</b>		<b>\$ 117,000.00</b>	<b>\$ 54,635.32</b>	<b>47%</b>	<b>\$ 152,000.00</b>	

**GENERAL FUND**

**POLICE**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
		EXPENSES				
100-12-6010	SALARIES	\$ 570,000.00	\$ 269,539.94	47%	\$ 570,000.00	
100-12-6020	PAYROLL TAXES	\$ 45,600.00	\$ 20,312.64	45%	\$ 45,600.00	
100-12-6030	HEALTH INSURANCE	\$ 100,000.00	\$ 56,514.80	57%	\$ 100,000.00	
100-12-6040	LAGERS	\$ 96,000.00	\$ 57,383.53	60%	\$ 96,000.00	
100-12-6120	SUPPLIES	\$ 3,000.00	\$ 3,978.86	133%	\$ 3,000.00	FUNDED BY ARPA IN 2023
100-12-6170	PRINT & PUBLICATION	\$ 1,200.00	\$ 376.31	31%	\$ 1,200.00	TICKETS
100-12-6182	MAINT & OPERATIONS	\$ 7,000.00	\$ 1,170.47	17%	\$ 7,000.00	
100-12-6210	LEGAL	\$ 5,000.00	\$ -		\$ 5,000.00	PRECAUTIONARY FOR NEW MIRMA DEDUCTIBLE
100-12-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
100-12-6260	DUES & MEMBERSHIPS	\$ 1,500.00	\$ 350.00	23%	\$ 1,500.00	
100-12-6310	INSURANCE	\$ 40,000.00	\$ 38,255.03	96%	\$ 40,000.00	
100-12-6320	TRAINING/TRAVEL/MILEAGE	\$ 8,000.00	\$ 6,237.86	78%	\$ 8,000.00	
100-12-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.90	6%	\$ 1,000.00	
100-12-6440	MOTOR EQUIPMENT MAINT & REPAIR	\$ 18,000.00	\$ 8,757.39	49%	\$ 18,000.00	
100-12-6520	PHONE/FAX/INTERNET	\$ 7,500.00	\$ 3,744.76	50%	\$ 7,500.00	
100-12-6540	AMMUNITION	\$ -	\$ -			NEW LINE FOR 2023
100-12-6550	UNIFORMS & EQUIPMENT	\$ 12,000.00	\$ 11,759.73	98%	\$ 12,000.00	FUNDED BY ARPA IN 2023
100-12-6560	COPY MACHINE	\$ 2,500.00	\$ 1,304.21	52%	\$ 2,500.00	
100-12-6630	CONTRACT WORK	\$ 20,000.00	\$ 10,251.80	51%	\$ 20,000.00	CLEANING CONTRACT
100-12-6710	GAS, OIL & TIRES	\$ 3,000.00	\$ 18,368.29	612%	\$ 35,000.00	
100-12-6800	MISCELLANEOUS EXPENSES		\$ 189.34	#DIV/0!	\$ 3,000.00	
100-12-6810	LEASE PAYMENTS	\$ -	\$ 6,629.36		\$ 15,000.00	2 NEW VEHICLES ORDERED FROM ENTERPRISE. ADJ. BUDGET WHEN RECEIVED IN 2023
100-12-6830	FIXED ASSETS	\$ 20,000.00	\$ 11,235.53		\$ 20,000.00	FUNDED BY ARPA IN 2023
100-12-6835	OFFICE EQUIPMENT	\$ 2,000.00	\$ 1,000.00	50%	\$ 2,000.00	FUNDED BY ARPA IN 2023
100-12-6880	K-9 EXPENSES	\$ 3,000.00	\$ 16,111.61	537%	\$ 20,000.00	FUNDED BY ARPA IN 2023; NEW K9 GRANT
100-12-6925	911 COMMUNICATIONS	\$ 17,000.00	\$ 4,230.00	25%	\$ 15,000.00	\$17K TO 911, REMAINDER TO WCD
100-12-6950	POSTAGE	\$ 700.00	\$ 216.82	31%	\$ 700.00	
<b>TOTAL EXPENSES</b>		<b>\$ 986,000.00</b>	<b>\$ 549,825.33</b>	<b>56%</b>	<b>\$ 1,063,000.00</b>	

<b>POLICE TOTALS</b>	
TOTAL BUDGETED REVENUES	\$ 152,000.00
TOTAL BUDGETED EXPENSES	\$ 1,063,000.00
<b>GAIN/LOSS</b>	<b>\$ (911,000.00)</b>

**BUDGET WORKSHEET**  
**GENERAL FUND**  
**COURT**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
<i>NO REVENUES FOR THIS DEPARTMENT.</i>						
<b>TOTAL REVENUES</b>		\$ -	\$ -		\$ -	

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD EXPENSES	%	FY 2023	DESCRIPTION
100-13-6010	SALARIES	\$ 54,600.00	\$ 27,352.00	50%	\$ 54,600.00	
100-13-6020	PAYROLL TAXES	\$ 4,370.00	\$ 2,092.48	48%	\$ 4,370.00	
100-13-6030	HEALTH INSURANCE	\$ 8,820.00	\$ 6,679.40	76%	\$ 8,820.00	
100-13-6040	LAGERS	\$ 10,920.00	\$ 6,925.43	63%	\$ 10,920.00	
100-13-6120	SHARED SUPPLIES	\$ 200.00	\$ 455.76	228%	\$ 200.00	BULK ORDER - PAPER
100-13-6130	OFFICE SUPPLIES	\$ 500.00	\$ 624.98		\$ 500.00	COURT SPECIFIC SUPPLIES
100-13-6182	MAINT & OPERATIONS	\$ 100.00	\$ 50.13		\$ 100.00	
100-13-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
100-13-6260	DUES & MEMBERSHIPS	\$ 300.00	\$ 100.00	33%	\$ 300.00	
100-13-6320	TRAINING/TRAVEL/MILEAGE	\$ 1,100.00	\$ 741.42	67%	\$ 1,100.00	
100-13-6370	EMPLOYEE PROGRAMS	\$ 500.00	\$ 60.96	12%	\$ 500.00	
100-13-6420	EQUIPMENT MAINT & REPAIR	\$ 200.00	\$ -	0%	\$ 200.00	
100-13-6560	COPY MACHINE	\$ 900.00	\$ 432.64	48%	\$ 900.00	
100-13-6630	CONTRACT WORK	\$ 31,000.00	\$ 15,252.00	49%	\$ 31,000.00	CITY PROSECUTOR & CITY JUDGE
100-13-6800	MISCELLANEOUS	\$ 350.00	\$ 158.66	45%	\$ 350.00	
100-13-6810	LEASE PAYMENTS	\$ -	\$ -		\$ -	
100-13-6830	FIXED ASSETS	\$ 1,500.00	\$ 813.12	54%	\$ 1,500.00	G-WORKS COURT MODULE
100-13-6895	JAIL CONFINEMENT	\$ 500.00	\$ -	0%	\$ -	DEFUND LINE - NO LONGER USE
100-13-6950	POSTAGE	\$ 400.00	\$ 216.81	54%	\$ 400.00	
<b>TOTAL EXPENSES</b>		\$ 118,260.00	\$ 63,801.94	54%	\$ 117,760.00	

<b>COURT TOTALS</b>	
TOTAL BUDGETED REVENUES	\$ -
TOTAL BUDGETED EXPENSES	\$ 117,760.00
<b>GAIN/LOSS</b>	\$ (117,760.00)

**BUDGET WORKSHEET**  
**GENERAL FUND**  
**STREETS & TRANSPORTATION**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
100-14-4021	GRANT INCOME	\$ 500,000.00	\$ -		\$ 500,000.00	NEW LINE 2023 - TAP GRANT
100-14-4022	DEPARTMENT TRANSFERS IN	\$ 185,000.00		0%	\$ 185,000.00	\$55K ELEC; \$40K WATER; \$40K SEWER \$50K GAS
100-14-4023	FUNDS FROM RESERVES	\$ 24,000.00	\$ 24,000.00		\$ 24,000.00	NEW LINE IN 2023 - 10% OF ESCAVATOR
100-14-4028	GAS TAX	\$ 125,000.00	\$ 90,821.76	73%	\$ 125,000.00	
100-14-4030	MOTOR VEHICLE TAX	\$ 60,000.00	\$ 41,138.83	69%	\$ 60,000.00	
100-14-4043	CITY USE TAX	\$ 200,000.00	\$ 188,417.82	94%	\$ 200,000.00	
100-14-4510	TRANSPORTATION TAX	\$ 260,000.00	\$ 153,484.96	59%	\$ 260,000.00	
100-14-4920	MISC. INCOME	\$ -	\$ 5,903.00		\$ 5,903.00	
100-14-4930	PROCEEDS FROM LOANS	\$ 350,000.00	\$ 360,622.91		\$ 360,622.91	
100-14-4950	SUBDIVISION IMP. PROGRAM	\$ 150,000.00	\$ 12,224.02	8%	\$ 12,224.02	70% COMPLETION OF SIP
<b>TOTAL REVENUES</b>		<b>\$ 1,354,000.00</b>	<b>\$ 840,389.28</b>	<b>57%</b>	<b>\$ 2,159,000.00</b>	

GENERAL FUND  
STREETS & TRANSPORTATION

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
<b>EXPENSES</b>						
100-14-6010	SALARIES	\$ 150,000.00	\$ 65,950.69	44%	\$ 150,000.00	
100-14-6020	PAYROLL TAXES	\$ 12,000.00	\$ 4,984.05	42%	\$ 12,000.00	
100-14-6030	HEALTH INSURANCE	\$ 30,000.00	\$ 13,918.93	46%	\$ 30,000.00	
100-14-6040	LAGERS	\$ 32,000.00	\$ 14,939.86	47%	\$ 32,000.00	
100-14-6120	SUPPLIES	\$ 15,000.00	\$ 5,214.73	35%	\$ 15,000.00	
100-14-6121	STREET IMPROVE/MAINT & REPAIR	\$ 100,000.00	\$ 3,513.92	4%	\$ 100,000.00	
100-14-6182	MAINT & OPERATIONS	\$ 15,000.00	\$ 7,862.12	52%	\$ 15,000.00	
100-14-6190	SIGNS	\$ 3,000.00	\$ 2,417.84	81%	\$ 3,000.00	
100-14-6191	SIDEWALK IMPROVE & REPAIR	\$ 10,000.00	\$ 1,227.37	12%	\$ 10,000.00	RENAME LINE - FORMERLY "SIDEWALKS"
100-14-6192	SIDEWALK GRANT	\$ 700,000.00	\$ -		\$ 700,000.00	NEW LINE IN 2023 - TAP GRANT
100-14-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
100-14-6310	INSURANCE	\$ 20,000.00	\$ 17,388.65	87%	\$ 20,000.00	
100-14-6320	TRAINING & TRAVEL	\$ 1,200.00	\$ 43.94	4%	\$ 1,200.00	
100-14-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.95	6%	\$ 1,000.00	
100-14-6440	MOTOR EQUIP MAINT & REPAIRS	\$ 25,000.00	\$ 35,911.41	144%	\$ 40,000.00	
100-14-6520	PHONE/FAX/INTERNET	\$ 600.00	\$ 310.34	52%	\$ 600.00	
100-14-6560	COPY MACHINE	\$ 1,000.00	\$ 537.64	54%	\$ 1,000.00	
100-14-6630	CONTRACT WORK	\$ 6,000.00	\$ 1,584.31	26%	\$ 6,000.00	MOPS/RAGS CLEANING (SPLIT W/ GAS & PARKS)
100-14-6710	GAS, OIL & TIRES	\$ 25,000.00	\$ 17,862.33	71%	\$ 25,000.00	
100-14-6720	TOOL EXPENSE	\$ 3,500.00	\$ 166.43	5%	\$ 3,500.00	
100-14-6800	MISC. EXPENSE	\$ 2,000.00	\$ 249.90	12%	\$ 2,000.00	
100-14-6810	LEASE PAYMENTS	\$ 151,000.00	\$ 125,671.39	83%	\$ 167,000.00	COP/ENTERPRISE
100-14-6830	FIXED ASSETS	\$ 54,000.00	\$ 24,821.09	46%	\$ 54,000.00	INCREASE BY \$24K (10% OF ESCAVATOR)
100-14-6850	UNIFORMS	\$ 2,000.00	\$ 1,647.98	82%	\$ 2,000.00	
100-14-6860	POSTAGE	\$ 250.00	\$ 196.04		\$ 250.00	
100-14-6905	CHEMICALS	\$ 850.00	\$ 1,098.72	129%	\$ 1,300.00	
100-14-6911	FUNDS TO DISPATCH	\$ -	\$ -		\$ 6,500.00	NEW LINE IN 2023
100-14-7000	DRUG TESTING	\$ 400.00	\$ 174.00	44%	\$ 400.00	
100-14-7010	SUBDIVISION IMP PROGRAM	\$ 350,000.00	\$ 487,467.04	139%	\$ 550,000.00	
<b>TOTAL EXPENSES</b>		<b>\$ 1,712,800.00</b>	<b>\$ 837,067.82</b>	<b>49%</b>	<b>\$1,950,950.00</b>	

STREET & TRANSPORTATION TOTALS	
TOTAL BUDGETED REVENUES	\$ 2,159,000.00
TOTAL BUDGETED EXPENSES	\$ 1,950,950.00
<b>GAIN/LOSS</b>	<b>\$ 208,050.00</b>



**BUDGET WORKSHEET**

GENERAL FUND

AIRPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
	*MATCHING INCOME BY CITY OF WAYNESVILLE				<del>\$ 50,000.00</del>	*MATCHING INCOME BY CITY OF WAYNESVILLE (not included in receipt total)
100-16-4058	INCOME FROM ST. ROBERT	\$ 60,000.00	154,507.60	258%	\$ 130,000.00	
100-16-4060	FUEL SALES	\$ 350,000.00	191,627.32	55%	\$ 350,000.00	
100-16-4062	MONTHLY TIE DOWN FEES	\$ -	-		\$ -	
100-16-4920	MISCELLANEOUS INCOME	\$ 10,000.00	7,272.93	73%	\$ 10,000.00	EXCISE TAX REFUNDS
100-16-4930	PROCEEDS FROM GRANT	\$ 505,990.00	135,971.00	27%	\$ 500,000.00	\$172,990 NEPA & \$300K TERM DESIGN (STATE APP); \$23K CARES ACT; \$10K MARKETING FROM 20-21 EXT
100-16-4963	HANGER RENTAL FEES	\$ 15,000.00	8,775.00	59%	\$ 15,000.00	
<b>TOTAL REVENUES</b>		<b>\$ 940,990.00</b>	<b>\$ 498,153.85</b>	<b>53%</b>	<b>\$ 1,425,000.00</b>	

GENERAL FUND  
AIRPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
<b>EXPENSES</b>						
100-16-6010	SALARIES	\$ 138,600.00	66,236.71	48%	\$ 138,600.00	
100-16-6020	PAYROLL TAXES	\$ 11,090.00	4,996.57	45%	\$ 11,090.00	
100-16-6030	HEALTH INSURANCE	\$ 12,285.00	4,132.26	34%	\$ 12,285.00	
100-16-6040	LAGERS	\$ 27,720.00	15,156.30	55%	\$ 27,720.00	
100-16-6050	UNEMPLOYMENT WAGES	\$ 5,000.00	-	0%	\$ -	
100-16-6120	SUPPLIES	\$ 8,000.00	2,501.81	31%	\$ 8,000.00	
100-16-6170	MARKETING PRINTING & PUBLICATIO	\$ 20,000.00	58,810.19	294%	\$ 20,000.00	\$10K 20-21 GRANT EXT; \$10 CITIES
100-16-6182	MAINTENANCE & OPERATIONS	\$ 30,000.00	17,090.58	57%	\$ 30,000.00	
100-16-6210	LEGAL	\$ -	-		\$ -	
100-16-6220	AUDIT	\$ 6,000.00	1,846.15	31%	\$ 6,000.00	Single Audit Cost due to grant funds exceeding \$750,000
100-16-6260	DUES & MEMBERSHIPS	\$ 450.00	-	0%	\$ 450.00	MO AIRPORT MANAGERS ASSOCIATION
100-16-6270	LAND LEASE/BASE LEASE	\$ 6,350.00	4,550.00	72%	\$ 6,350.00	USACE BASE LEASE 6350 /YR (INCREASE OF 1800)
100-16-6280	ENGINEERING	\$ 472,990.00	47,882.55	10%	\$ 1,000,000.00	(STATE APP)
100-16-6310	INSURANCE	\$ 45,000.00	43,862.30	97%	\$ 45,000.00	\$35K MIRMA; \$10K BASSETT
100-16-6320	TRAINING/TRAVEL/MILEAGE	\$ 2,500.00	43.94	2%	\$ 2,500.00	AVFUEL RECERTIFICATION
100-16-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	60.95	6%	\$ 1,000.00	
100-16-6510	UTILITIES	\$ 15,000.00	5,000.00	33%	\$ 15,000.00	
100-16-6520	TELEPHONE/FAX/INTERNET/CABLE	\$ 7,500.00	3,845.47	51%	\$ 7,500.00	
100-16-6550	EQUIPMENT RENTAL	\$ -	-		\$ -	
100-16-6560	COPY MACHINE	\$ 800.00	537.63	67%	\$ 800.00	
100-16-6630	CONTRACT	\$ -	-		\$ -	IF CONSTRUCTION BEGINS ON TERMINAL BUDGET ADJ. WILL BE REQUIRED
100-16-6710	GAS, OIL & TIRES	\$ 5,000.00	4,980.86	100%	\$ 8,500.00	
100-16-6720	TOOLS	\$ 1,000.00	1,233.85	123%	\$ 1,500.00	
100-16-6730	PETROLEUM PROD INVENTO	\$ 300,000.00	132,010.92	44%	\$ 300,000.00	REDUCED DUE TO LACK OF FUEL CONTRACT W/ NEW AIRLINE
100-16-6800	MISCELLANEOUS	\$ 10,000.00	1,327.46		\$ 10,000.00	
100-16-6810	LEASE PAYMENT	\$ 32,000.00	-	0%	\$ 32,000.00	2018 GARSITE REFUELER - SECURITY BANK
100-16-6830	FIXED ASSETS	\$ 50,000.00	813.12	2%	\$ 50,000.00	
100-16-6850	UNIFORMS	\$ 1,500.00	1,079.71	72%	\$ 1,500.00	
100-16-6950	POSTAGE	\$ 350.00	196.04	56%	\$ 350.00	
100-16-7000	DRUG TESTING	\$ 250.00	93.00	37%	\$ 250.00	
<b>TOTAL EXPENSES</b>		<b>\$ 1,210,385.00</b>	<b>\$ 418,288.37</b>	<b>35%</b>	<b>\$ 1,736,395.00</b>	

AIRPORT TOTALS	
TOTAL BUDGETED REVENUES	\$ 1,425,000.00
TOTAL BUDGETED EXPENSES	\$ 1,736,395.00
<b>GAIN/LOSS</b>	<b>\$ (311,395.00)</b>

## BUDGET WORKSHEET

### GENERAL FUND FIRE PROTECTION

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
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*NO REVENUES FOR THIS DEPARTMENT.*

<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -		\$ -	
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ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD EXPENSES	%	FY 2023	DESCRIPTION
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100-17-6670	FIRE PROTECTION CONTRACT	\$ 205,000.00	\$ 51,000.00	25%	\$ 205,000.00	4 QUARTERLY PYMNTS OF \$51,250 TO ST. ROBERT FIRE
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100-17-6680	STORM SIRENS	\$ 80,000.00	\$ -	0%		<u>NEW LINE IN 2023 - 4 SIRENS</u>
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100-17-6800	MISC EXPENSE	\$ -	\$ 419.00	0%	\$ -	
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<b>TOTAL EXPENSES</b>	\$ 285,000.00	\$ 51,419.00		18%	\$ 205,000.00	
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FIRE PROTECTION TOTALS	
TOTAL BUDGETED REVENUES	\$ -
TOTAL BUDGETED EXPENSES	\$ 205,000.00
<b>GAIN/LOSS</b>	<b>\$ (205,000.00)</b>



## BUDGET WORKSHEET

### GENERAL FUND

#### BUILDING

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
100-18-4320	BUILDING PERMITS	\$ 20,000.00	\$ 43,000.70	215%	\$ 50,000.00	
100-18-4321	DEPARTMENT TRANSFERS IN	\$ 265,000.00	\$ 132,500.04	50%	\$ 265,000.00	\$115,000 FROM ELEC, \$50,000 WATER \$50,000 SEWER
100-18-4950	SUBDIVISION IMPROVEMENT PROG.	\$ -	\$ -	0%	\$ 12,000.00	\$50,000 NATURAL GAS 70% COMPLETION OF SIP
<b>TOTAL REVENUES</b>		<b>\$ 285,000.00</b>	<b>\$ 175,500.74</b>	<b>62%</b>	<b>\$ 315,000.00</b>	

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD EXPENSES	%	FY 2023	DESCRIPTION
100-18-6010	SALARIES	\$ 200,000.00	\$ 103,579.64	52%	\$ 200,000.00	ALL BUILDING DEPT INCLUDED
100-18-6020	PAYROLL TAXES	\$ 16,000.00	\$ 7,841.95	49%	\$ 16,000.00	ALL BUILDING DEPT INCLUDED
100-18-6030	HEALTH INSURANCE	\$ 36,000.00	\$ 21,363.26	59%	\$ 36,000.00	ALL BUILDING DEPT INCLUDED
100-18-6040	LAGERS	\$ 42,000.00	\$ 16,710.78	40%	\$ 42,000.00	ALL BUILDING DEPT INCLUDED
100-18-6120	SHARED SUPPLIES	\$ 1,500.00	\$ 807.11	54%	\$ 1,500.00	PAINT, FLAGS, TABS
100-18-6170	PRINTING & PUBLICATION	\$ 1,000.00	\$ 144.00	14%	\$ 1,000.00	
100-18-6182	MAINT & OPERATIONS	\$ 2,000.00	\$ 3,770.94	189%	\$ 5,000.00	
100-18-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.16	92%	\$ 2,000.00	
100-18-6260	DUES & MEMBERSHIPS	\$ 750.00	\$ -	0%	\$ 750.00	INT'L CODE COUNCIL
100-18-6320	TRAINING/TRAVEL/MILEAGE	\$ 2,750.00	\$ 1,076.94	39%	\$ 2,750.00	CDL LICENSES
100-18-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.95	6%	\$ 1,000.00	
100-18-6520	PHONE/FAX/INTERNET	\$ 1,000.00	\$ 540.53	54%	\$ 1,000.00	
100-18-6560	COPY MACHINE	\$ 1,000.00	\$ 527.32	53%	\$ 1,000.00	
100-18-6710	GAS, OIL & TIRES	\$ 6,000.00	\$ 7,728.58	129%	\$ 12,000.00	
100-18-6720	TOOL EXPENSE	\$ 1,500.00	\$ 640.89	43%	\$ 1,500.00	
100-18-6800	MISCELLANEOUS	\$ 500.00	\$ 711.16		\$ 500.00	
100-18-6810	LEASE PAYMENTS	\$ -	\$ 11,739.61		\$ 16,000.00	NEW VEHICLES ORDERED FROM ENTERPRISE. ADJ. BUDGET WHEN RECEIVED IN 2023
100-18-6830	FIXED ASSETS	\$ 10,000.00	\$ 813.12	8%	\$ 10,000.00	
100-18-6850	UNIFORMS	\$ 2,000.00	\$ 2,194.18	110%	\$ 2,200.00	
100-18-6950	POSTAGE	\$ 500.00	\$ 206.43	41%	\$ 500.00	
100-18-7000	DRUG TESTING	\$ 200.00	\$ 215.00	108%	\$ 200.00	
100-18-7010	SUBDIVISION IMP PROGRAM	\$ -	\$ -		\$ -	
<b>TOTAL EXPENSES</b>		<b>\$ 327,700.00</b>	<b>\$ 182,518.55</b>	<b>56%</b>	<b>\$ 352,900.00</b>	

BUILDING TOTALS	
TOTAL BUDGETED REVENUES	\$ 315,000.00
TOTAL BUDGETED EXPENSES	\$ 352,900.00
<b>GAIN/LOSS</b>	<b>\$ (37,900.00)</b>

**BUDGET WORKSHEET**  
**GENERAL FUND**  
**ANIMAL SHELTER**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
100-19-4023	FUNDS FROM CASH RESERVES	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00	NEW LINE IN 2023 - TO PURCHASE ANIMAL CONTROL VAN
100-19-4410	ANIMAL SHELTER FINES	\$ 250.00	\$ 225.00	90%	\$ 250.00	
100-19-4910	ANIMAL SHELTER FEES	\$ 30,000.00	\$ 12,975.81	43%	\$ 30,000.00	
100-19-4911	ANIMAL SHELTER ST. ROBERT/FLW	\$ 113,000.00	\$ 49,375.02	44%	\$ 113,000.00	\$28,500 ST ROBERT, \$84,500 FLW
100-19-4920	ANIMAL SHELTER DONATIONS	\$ 15,000.00	\$ 5,195.27	35%	\$ 15,000.00	
100-19-4930	PROCEEDS FROM GRANT	\$ 4,000.00	\$ 2,880.00	72%	\$ 4,000.00	
100-19-4932	PROCEEDS FROM ARPA FUND	\$ 50,000.00	\$ -		\$ 50,000.00	NEW LINE IN 2023: RENOVATION OF BACK SHELTER BUILDING
<b>TOTAL REVENUES</b>		<b>\$ 212,250.00</b>	<b>\$ 70,651.10</b>	<b>33%</b>	<b>\$ 252,250.00</b>	

GENERAL FUND  
ANIMAL SHELTER

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
<b>EXPENSES</b>						
100-19-6010	SALARIES	\$ 180,000.00	\$ 110,925.85	0%	\$ 200,000.00	
100-19-6020	PAYROLL TAXES	\$ 12,000.00	\$ 8,378.26	13%	\$ 12,000.00	
100-19-6030	HEALTH INSURANCE	\$ 30,000.00	\$ 12,278.09	5%	\$ 30,000.00	
100-19-6040	LAGERS	\$ 20,000.00	\$ 13,705.16	3%	\$ 20,000.00	
100-19-6120	SUPPLIES	\$ 5,000.00	\$ 5,150.07	26%	\$ 5,000.00	
100-19-6182	MAINT. & OPERATIONS	\$ 8,000.00	\$ 3,453.98	3%	\$ 8,000.00	
100-19-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
100-19-6260	DUES & MEMBERSHIPS	\$ 500.00	\$ -	0%	\$ 500.00	
100-19-6310	INSURANCE	\$ 5,000.00	\$ 3,477.73	70%	\$ 5,000.00	
100-19-6320	TRAINING & TRAVEL	\$ 1,500.00	\$ 744.31	50%	\$ 1,500.00	
100-19-6370	EMPLOYEE PROGRAM	\$ 1,000.00	\$ 160.96	16%	\$ 1,000.00	
100-19-6520	TELEPHONE	\$ 2,400.00	\$ 1,548.14	65%	\$ 2,400.00	
100-19-6550	UNIFORMS & EQUIPMENT	\$ 1,000.00	\$ 1,362.02	136%	\$ 1,000.00	
100-19-6560	COPY MACHINE	\$ 800.00	\$ 516.90	65%	\$ 800.00	
100-19-6710	GAS, OIL & TIRES	\$ 2,500.00	\$ 1,308.35	52%	\$ 2,500.00	
100-19-6800	MISCELLANEOUS EXPENSE	\$ 2,000.00	\$ 263.70	13%	\$ 2,000.00	
100-19-6810	LEASE PAYMENTS	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	\$60,000 PURCHASE OF VAN (\$40K FROM RESERVES IN 2023, PAYBACK TO RESERVE AT \$20K/YR)
100-19-6830	FIXED ASSETS	\$ 90,000.00	\$ 39,743.12	44%	\$ 90,000.00	ARPA PROJECT: \$50K RENOVATION OF BACK SHELTER BUILDING; \$40K VAN
100-19-6835	OFFICE EQUIPMENT	\$ 1,500.00	\$ 264.95	18%	\$ 1,500.00	
100-19-6850	MICROCHIPPING	\$ 5,000.00	\$ 1,480.14	30%	\$ 5,000.00	
100-19-6885	VET EXPENSES	\$ 30,000.00	\$ 14,466.96	48%	\$ 30,000.00	
100-19-6890	MEDICATIONS	\$ 15,000.00	\$ 5,884.80	39%	\$ 15,000.00	
100-19-6911	FUNDS TO DISPATCH	\$ -	\$ -		\$ 3,000.00	NEW LINE IN 2023
100-19-6950	POSTAGE	\$ 300.00	\$ 216.81	72%	\$ 300.00	
100-19-7000	DRUG TESTING	\$ 300.00	\$ 247.00	82%	\$ 300.00	
<b>TOTAL EXPENSES</b>		<b>\$ 435,800.00</b>	<b>\$ 93,532.04</b>	<b>21%</b>	<b>\$ 459,800.00</b>	

ANIMAL SHELTER TOTALS	
TOTAL BUDGETED REVENUES	\$ 252,250.00
TOTAL BUDGETED EXPENSES	\$ 459,800.00
<b>GAIN/LOSS</b>	<b>\$ (207,550.00)</b>

**BUDGET WORKSHEET**  
**GENERAL FUND**  
**DISPATCH**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
100-20-	EMERGENCY SERVICE TAX	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF ST. ROBERT	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF RICHLAND	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF CROCKER	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF RICHLAND	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF DIXON	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	FUNDS FROM ELECTRIC	\$ -	\$ -	#DIV/0!	\$ 12,500.00	FUND \$65,625 FROM UTIL, STREET, PD, AS ELECTRIC 19%
100-20-	FUNDS FROM WATER	\$ -	\$ -	#DIV/0!	\$ 9,000.00	WATER 13.5%
100-20-	FUNDS FROM SEWER	\$ -	\$ -	#DIV/0!	\$ 4,000.00	SEWER 4.5%
100-20-	FUNDS FROM NATURAL GAS	\$ -	\$ -	#DIV/0!	\$ 8,500.00	NATURAL GAS 9.5%
100-20-	FUNDS FROM STREET	\$ -	\$ -	#DIV/0!	\$ 6,500.00	STREET 9.5%
100-20-	FUNDS FROM POLICE DEPT	\$ -	\$ -	#DIV/0!	\$ 25,000.00	POLICE 39.5% \$17,000 911/Mules & \$50K Dispatch
100-20-	FUNDS FROM ANIMAL SHELTER	\$ -	\$ -	#DIV/0!	\$ 3,000.00	ANIMAL SHELTER 4.5%
100-20-	PROCEEDS FROM GRANT	\$ -	\$ -	#DIV/0!		
100-20-	PROCEEDS FROM ARPA FUND	\$ -	\$ -	#DIV/0!		
<b>TOTAL REVENUES</b>		\$ -	\$ -	#DIV/0!	\$ 65,500.00	



**GENERAL FUND**

**DISPATCH**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2024	DESCRIPTION
<b>EXPENSES</b>						
100-20-6010	SALARIES	\$ -	\$ -	#DIV/0!	\$ 55,000.00	
100-20-6020	PAYROLL TAXES	\$ -	\$ -	#DIV/0!	\$ 3,300.00	
100-20-6030	HEALTH INSURANCE	\$ -	\$ -	#DIV/0!	\$ 12,600.00	
100-20-6040	LAGERS	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6070	UNIFORMS	\$ -	\$ -	#DIV/0!	\$ 1,800.00	
100-20-6120	SUPPLIES	\$ -	\$ -	#DIV/0!	\$ 500.00	
100-20-6182	MAINT. & OPERATIONS	\$ -	\$ -	#DIV/0!	\$ 8,500.00	MHP (MULES), TAC
100-20-6220	AUDIT EXPENSE	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6260	DUES & MEMBERSHIPS	\$ -	\$ -	#DIV/0!	\$ 500.00	
100-20-6310	INSURANCE	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6320	TRAINING & TRAVEL	\$ -	\$ -	#DIV/0!	\$ 1,000.00	
100-20-6370	EMPLOYEE PROGRAMS	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6520	PHONE/FAX/INTERNET	\$ -	\$ -	#DIV/0!	\$ 1,500.00	
100-20-6550	EQUIPMENT	\$ -	\$ -	#DIV/0!	\$ 10,000.00	RADIO SET-UP, 3 ANTENNAS, EPS, RECORDER
100-20-6560	COPY MACHINE	\$ -	\$ -	#DIV/0!	\$ 500.00	
100-20-6800	MISCELLANEOUS EXPENSE	\$ -	\$ -	#DIV/0!	\$ 1,000.00	
100-20-6810	LEASE PAYMENTS	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6830	FIXED ASSETS	\$ -	\$ -	#DIV/0!	\$ 20,000.00	2 DISPATCH CONSOLE \$20K
100-20-6835	OFFICE EQUIPMENT	\$ -	\$ -	#DIV/0!	\$ 10,000.00	PHONES, CHAIRS 2@ \$3K, DESK COMPUTERS, MONITORS
100-20-6836	IT EXPENSES	\$ -	\$ -	#DIV/0!	\$ 10,000.00	MODEM, ROUTER, IT CONTRACT
100-20-6950	POSTAGE	\$ -	\$ -	#DIV/0!	\$ 250.00	
100-20-7000	DRUG TESTING	\$ -	\$ -	#DIV/0!	\$ 500.00	
<b>TOTAL EXPENSES</b>		\$ -	\$ -	#DIV/0!	\$ 138,950.00	

<b>DISPATCH TOTALS</b>	
TOTAL BUDGETED REVENUES	\$ 65,500.00
TOTAL BUDGETED EXPENSES	\$ 138,950.00
<b>GAIN/LOSS</b>	<b>\$ (73,450.00)</b>

**BUDGET WORKSHEET**  
**GENERAL FUND**  
**COMMUNITY IMPROVEMENT DISTRICT**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD	%	FY 2023	DESCRIPTION
<b>REVENUES</b>						
150-11-4011	C. I. D. INCOME	\$ -	\$ -		\$ -	
150-11-4012	C. I. D Remib to City	\$ 60,000.00	\$ -		\$ 60,000.00	
150-11-4920	MISCELLANEOUS INCOME	\$ -	\$ -			
150-11-4930	PROCEEDS FROM LOAN / GRANT	\$ -	\$ -			
<b>TOTAL REVENUES</b>		<b>\$ 60,000.00</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 60,000.00</b>	

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
<b>EXPENSES</b>						
150-11-6001	ELECTRIC FEEDER LINES	\$ -	\$ -		\$ -	
150-11-6002	WATER LINES	\$ -	\$ -		\$ -	
150-11-6003	SEWER LINES	\$ -	\$ -		\$ -	
150-11-6004	NATURAL GAS LINES	\$ -	\$ -		\$ -	
150-11-6005	INFRASTRUCTURE	\$ -	\$ -		\$ -	
150-11-6006	STORM DRAIN / STREET SUBGRADE	\$ -	\$ -		\$ -	
150-11-6010	ADMINISTRATIVE EXPENSE	\$ -	\$ -		\$ -	
<b>TOTAL EXPENSES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	

<b>CID TOTALS</b>	
TOTAL BUDGETED REVENUES	\$ 60,000.00
TOTAL BUDGETED EXPENSES	\$ -
<b>GAIN/LOSS</b>	<b>\$ 60,000.00</b>

**BUDGET WORKSHEET**  
**GENERAL FUND**  
**PARKS & CAPITAL IMPROVEMENT**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
200-21-4201	PARKS & RECREATION TAX	\$ 145,000.00	\$ 76,742.16	53%	\$ 145,000.00	
200-21-4202	CAPITAL IMPROVEMENT TAX	\$ 300,000.00	\$ 169,185.12	56%	\$ 320,000.00	
200-21-4203	PAVILION RENTAL	\$ 8,000.00	\$ 4,315.00	54%	\$ 8,000.00	
200-21-4204	BALLFIELD RENTAL	\$ -	\$ -		\$ -	
200-21-4205	STREATERY INCOME	\$ -	\$ -		\$ 2,000.00	NEW LINE IN 2023 - FOOD VENDOR FEES
200-21-4215	RV PARK INCOME	\$ 52,000.00	\$ 37,751.00	73%	\$ 52,000.00	
200-21-4320	PARK ACQ. PERMIT FEE	\$ 8,000.00	\$ 3,450.00	43%	\$ 8,000.00	
200-21-4400	PARK FESTIVALS INCOME	\$ 20,000.00	\$ 2,291.49	11%	\$ 19,000.00	
200-21-4510	INTEREST INCOME	\$ 300.00	\$ 189.04	63%	\$ 300.00	
200-21-4920	MISCELLANEOUS INCOME	\$ 500.00	\$ 1,747.00	349%	\$ 500.00	
200-21-4932	PROCEEDS FROM ARPA FUND	\$ 50,000.00	\$ -		\$ 62,000.00	NEW LINE IN 2023: RV PARK RENOVATIONS & PARK WIFI
200-21-4940	GRANT INCOME	\$ -	\$ 14,344.00		\$ 12,000.00	SCRAP TIRE GRANT
<b>TOTAL REVENUES</b>		<b>\$ 583,800.00</b>	<b>\$ 310,014.81</b>	<b>53%</b>	<b>\$ 627,800.00</b>	

GENERAL FUND

PARKS & CAPITAL IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
200-21-6010	SALARIES	\$ 136,500.00	\$ 62,500.14	46%	\$ 136,500.00	
200-21-6020	PAYROLL TAXES	\$ 10,920.00	\$ 4,565.98	42%	\$ 10,920.00	
200-21-6030	HEALTH INSURANCE	\$ 31,500.00	\$ 21,602.53	69%	\$ 31,500.00	
200-21-6040	LAGERS EXPENSE	\$ 27,300.00	\$ 11,557.07	42%	\$ 27,300.00	
200-21-6120	SUPPLIES	\$ 6,500.00	\$ 4,151.13	64%	\$ 6,500.00	
200-21-6170	PRINTING & PUBLICATIONS	\$ -	\$ -		\$ -	
200-21-6182	MAINT. & OPERATIONS	\$ 3,500.00	\$ 34,686.26	991%	\$ 29,000.00	
200-21-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.16	92%	\$ 2,000.00	
200-21-6280	ENGINEERING	\$ 1,000.00	\$ -	0%	\$ -	
200-21-6310	INSURANCE	\$ 8,000.00	\$ 6,955.46	87%	\$ 8,000.00	
200-21-6320	TRAINING/TRAVEL/MILEAGE	\$ 500.00	\$ 997.25	199%	\$ 1,500.00	
200-21-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.95	6%	\$ 1,000.00	
200-21-6370	PARK FESTIVALS EXPENSE	\$ 25,000.00	\$ 18,598.38	74%	\$ 25,000.00	
200-21-6520	PHONE/FAX/INTERNET	\$ 1,500.00	\$ 838.96	56%	\$ 1,500.00	
200-21-6630	CONTRACT WORK	\$ 1,000.00	\$ 2,138.76	214%	\$ 2,500.00	MOPS/RAGS CLEANING (SPLIT W/ GAS & STREET)
200-21-6710	GAS, OIL & TIRES	\$ 5,000.00	\$ 2,626.32	53%	\$ 5,000.00	
200-21-6720	TOOL EXPENSE	\$ 2,000.00	\$ 359.06	18%	\$ 2,000.00	
200-21-6800	MISCELLANEOUS EXPENSE	\$ 2,000.00	\$ 2,955.34	148%	\$ 6,000.00	
200-21-6810	LEASE PAYMENTS	\$ -	\$ 4,643.44			NEW VEHICLES ORDERED FROM ENTERPRISE. ADJ. BUDGET WHEN RECEIVED IN 2023
200-21-6820	RV PARK REFUNDS	\$ 6,000.00	\$ -		\$ 6,000.00	NEW LINE IN 2023 - PREVIOUSLY RAN TO MISC EXPENSE.
200-21-6830	CAPITAL IMPROVEMENTS/FIXED ASSETS	\$ 20,000.00	\$ 68,489.20	342%	\$ 64,000.00	NEW MOWER \$20K; ARPA PROJECTS: RV PARK IMPROVEMENTS & PARK WIFI \$50K
200-21-6840	PARK BOARD PROJECTS	\$ 28,000.00	\$ -		\$ 28,000.00	NEW LINE IN 2023 - BASEBALL FIELD BENCHES, DUGOUT SHADING, FARMERS MARKET CEILING FANS, WATER TANK FOR MASTER GARDENERS
200-21-6850	UNIFORMS	\$ 2,500.00	\$ 1,396.99	56%	\$ 2,500.00	
200-21-7000	DRUG TESTING	\$ 500.00	\$ 50.00	10%	\$ 500.00	
200-21-7020	PORT-A-POTTY RENTAL	\$ 1,000.00	\$ 200.00		\$ 1,000.00	
<b>TOTAL EXPENSES</b>		<b>\$ 323,220.00</b>	<b>\$ 251,219.38</b>	<b>78%</b>	<b>\$ 412,220.00</b>	

PARKS & CAP. IMPROVEMENT TOTALS	
TOTAL BUDGETED REVENUES	\$ 627,800.00
TOTAL BUDGETED EXPENSES	\$ 412,220.00
<b>GAIN/LOSS</b>	<b>\$ 215,580.00</b>



## BUDGET WORKSHEET

### GENERAL FUND YOUTH SPORTS

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
	*MATCHING INCOME BY CITY OF WAYNESVILLE				<del>\$ 30,000.00</del>	*MATCHING INCOME BY CITY OF WAYNESVILLE (not included in receipt total) BASED ON 2022 LOSS
200-23-4000	INCOME FROM CITY OF ST. ROBERT	\$ 30,000.00	\$ 30,709.10	102%	\$ 30,000.00	
200-23-4005	DONATIONS	\$ 1,000.00	\$ 90.00	9%	\$ -	
200-23-4010	REGISTRATIONS	\$ 30,000.00	\$ 27,990.00	93%	\$ -	
200-23-4021	GRANT INCOME	\$ -	\$ -		\$ -	
200-23-4215	YOUTH SPORTS FUNDRAISERS	\$ 1,500.00	\$ -	0%	\$ -	
200-23-4920	MISCELLANEOUS INCOME	\$ -	\$ -		\$ -	
<b>TOTAL REVENUES</b>		<b>\$ 62,500.00</b>	<b>\$ 58,789.10</b>	<b>94%</b>	<b>\$ 30,000.00</b>	

GENERAL FUND  
YOUTH SPORTS

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
200-23-6000	YOUTH SPORTS CONTRACT	\$ 35,000.00	\$ -		\$ 35,000.00	NEW LINE IN 2023 -CITY OF ST. ROBERT 50/50 SPLIT
200-23-6010	SALARIES	\$ 45,000.00		0%		1 FULL-TIME, 1 PART-TIME
200-23-6020	PAYROLL TAXES	\$ 3,600.00		0%		1 FULL-TIME, 1 PART-TIME
200-23-6030	HEALTH INSURANCE	\$ 7,500.00		0%		
200-23-6040	LAGERS	\$ 6,000.00		0%		
200-23-6050	UNEMPLOYMENT WAGES	\$ -		#DIV/0!		
200-23-6120	SUPPLIES	\$ 1,200.00		0%		
200-23-6220	AUDIT EXPENSE	\$ 2,000.00		0%		
200-23-6235	SPRING SOCCER	\$ 8,500.00		0%		
200-23-6245	BASEBALL	\$ 20,000.00		0%		
200-23-6255	FALL SOCCER	\$ 4,500.00		0%		
200-23-6265	WRESTLING	\$ 2,000.00		0%		
200-23-6276	BASKETBALL	\$ 2,500.00		0%		
200-23-6290	CHEERLEADING	\$ 1,500.00		0%		
200-23-6310	INSURANCE	\$ 3,000.00		0%		
200-23-6325	CONCESSION EXPENSE	\$ 500.00		0%		
200-23-6520	TELEPHONE	\$ 500.00		0%		
200-23-6550	VOLLEYBALL	\$ 2,500.00		0%		
200-23-6630	CONTRACT LABOR	\$ 15,000.00		0%		
200-23-6710	GAS, OIL & TIRES	\$ 200.00		0%		
200-23-6800	MISCELLANEOUS EXPENSE	\$ 7,000.00		0%		
200-23-6850	UNIFORMS	\$ -		#DIV/0!		FOR WSR STAFF - NOT TEAM UNIFORMS
200-23-7020	PORT-A-POTTY RENTAL	\$ -		#DIV/0!		
<b>TOTAL EXPENSES</b>		<b>\$ 133,000.00</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ 35,000.00</b>	

YOUTH SPORTS TOTALS	
TOTAL BUDGETED REVENUES	\$ 30,000.00
TOTAL BUDGETED EXPENSES	\$ 35,000.00
<b>GAIN/LOSS</b>	<b>\$ (5,000.00)</b>

**BUDGET WORKSHEET**  
**UTILITY FUND**  
**ELECTRIC**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
500-51-4023	FUNDS FROM RESERVES	\$ 189,000.00	\$ 39,000.00		\$ 189,000.00	22.5% OF ESCAVATOR LESS GRANT INCOME, \$150K BUCKET TRUCK
500-51-4100	PENALTIES	\$ 70,000.00	\$ 42,732.51	61%	\$ 70,000.00	
500-51-4120	RECONNECT	\$ 8,500.00	\$ 7,454.34	88%	\$ 8,500.00	
500-51-4130	POLE RENTAL	\$ 13,000.00	\$ 9,950.00	77%	\$ 13,000.00	
500-51-4510	INTEREST INCOME	\$ 20,000.00	\$ 22,806.58	114%	\$ 40,000.00	
500-51-4810	NEW ELECTRIC SERVICE	\$ 20,000.00	\$ 36,235.00	181%	\$ 80,000.00	NEW SUBDIVISIONS
500-51-4820	UTILITY BILLS - ELECTRIC	\$ 7,000,000.00	\$ 3,580,324.17	51%	\$ 7,200,000.00	
500-51-4920	MISCELLANEOUS INCOME	\$ 20,000.00	\$ 35,740.61	179%	\$ 85,000.00	
500-51-4930	PROCEEDS FROM LOAN	\$ 200,000.00	\$ 705,926.16	353%	\$ 1,200,000.00	GIS MAPPING; TANTELUS SYSTEMS; BLDG PURCHASE
500-51-4950	SUBDIVISION IMP PROGRAM	\$ 50,000.00	\$ 12,224.02	24%	\$ 100,000.00	70% COMPLETION OF SIP
500-51-4990	GRANT INCOME	\$ 65,000.00	\$ -		\$ 65,000.00	\$15K DERA GRANT - SPLIT BETWEEN ELEC/W/WW/GAS; \$50K DERA GRANT BUCKET TRUCK
<b>TOTAL REVENUES</b>		<b>\$ 7,466,500.00</b>	<b>\$ 4,453,393.39</b>	<b>60%</b>	<b>\$ 8,880,500.00</b>	

UTILITY FUND  
ELECTRIC

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
			EXPENSES			
500-51-6010	SALARIES	\$ 327,000.00	\$ 117,216.65	36%	\$ 327,000.00	SUPERVISOR, (2) JOURNEYMAN (2) APPRENTICE 1
500-51-6020	PAYROLL TAXES	\$ 25,000.00	\$ 8,929.53	36%	\$ 25,000.00	
500-51-6030	HEALTH INSURANCE	\$ 53,000.00	\$ 30,064.40	57%	\$ 53,000.00	
500-51-6040	LAGERS EXPENSE	\$ 60,000.00	\$ 23,879.82	40%	\$ 60,000.00	
500-51-6120	SUPPLIES	\$ 1,000.00	\$ 800.06	80%	\$ 1,000.00	
500-51-6180	PLANT EXT. & MATERIAL	\$ 100,000.00	\$ 245,767.11	246%	<del>225,000.00</del>	TANTALUS \$175K
500-51-6182	MAINT. & OPERATIONS	\$ 60,000.00	\$ 37,224.87	62%	\$ 60,000.00	
500-51-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
500-51-6260	DUES & MEMBERSHIPS	\$ 3,500.00	\$ 1,635.00	47%	\$ 3,500.00	
500-51-6280	ENGINEERING	\$ 50,000.00		0%	\$ 50,000.00	TOTH
500-51-6310	INSURANCE	\$ 70,000.00	\$ 69,554.60	99%	\$ 70,000.00	
500-51-6320	TRAINING/TRAVEL/MILEAGE	\$ 10,000.00	\$ 1,250.85	13%	\$ 10,000.00	
500-51-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.96	6%	\$ 1,000.00	
500-51-6510	UTILITIES	\$ 1,200.00	\$ 428.20	36%	\$ 1,200.00	
500-51-6520	PHONE/FAX/INTERNET	\$ 1,000.00	\$ 952.33	95%	\$ 1,000.00	
500-51-6550	EQUIPMENT RENTAL	\$ 1,000.00	\$ -	0%	\$ 1,000.00	
500-51-6560	COPY MACHINE	\$ 2,000.00	\$ 603.53	30%	\$ 2,000.00	
500-51-6630	CONTRACT WORK	\$ 245,000.00	\$ 127,935.00	52%	<del>150,000.00</del>	\$70K TREE TRIMMING/POLE SCANNING;
500-51-6710	GAS, OIL & TIRES	\$ 18,000.00	\$ 7,970.89	44%	\$ 18,000.00	
500-51-6720	TOOL EXPENSE	\$ 10,000.00	\$ 3,006.44	30%	\$ 10,000.00	
500-51-6800	MISCELLANEOUS EXPENSE	\$ 6,000.00	\$ 2,893.83	48%	\$ 6,000.00	
500-51-6805	CONTINGENCY FUND	\$ 20,000.00	\$ 8,844.92	44%	\$ 20,000.00	
500-51-6810	LEASE PAYMENTS	\$ 448,000.00	\$ 215,781.06	48%	<del>170,000.00</del>	COP/ENTERPRISE
500-51-6830	FIXED ASSETS	\$ 314,000.00	\$ 643,761.46	205%	<del>300,000.00</del>	INCREASED BY \$54k (22.5% OF ESCAVATOR); \$200K BUCKET TRUCK, BLDG PURCHASE
500-51-6850	UNIFORMS	\$ 3,000.00	\$ 485.14	16%	<del>6,000.00</del>	\$1,200/EA PER YEAR
500-51-6900	ELECTRICITY PURCHASED	\$ 4,700,000.00	\$ 2,436,512.33	52%	\$ 4,700,000.00	
500-51-6901	ACCTS RECEIVABLE BAD DEBT	\$ 10,000.00	\$ 8,876.70	89%	\$ 10,000.00	
500-51-6910	ADMIN RECAPTURE FEE - ELECTRIC	\$ 222,045.00	\$ 111,025.50	50%	\$ 266,415.00	3% OF TOTAL REVENUE
500-51-6911	FUNDS TO DISPATCH	\$ -	\$ -		<del>12,500.00</del>	NEW LINE IN 2023
500-51-6915	FUNDS TO GENERAL	\$ 518,105.00	\$ 259,052.52	50%	\$ 621,635.00	7% OF TOTAL REVENUE
500-51-6930	FUNDS TO STRT & BLDG DEPTS	\$ 170,000.00	\$ 84,999.96	50%	\$ 170,000.00	\$115K BLDG; \$55K STREET
500-51-6950	POSTAGE	\$ 4,000.00	\$ 2,674.82	67%	\$ 4,000.00	
500-51-6980	COLLECTION EXPENSE	\$ 2,000.00	\$ 358.65	18%	\$ 2,000.00	
500-51-6990	PCB SAMPLING		\$ 645.00	#DIV/0!		

500-51-7000	DRUG TESTING	\$ 500.00	\$ 70.00	14%	\$ 500.00	
500-51-7001	ONE CALL FEES	\$ 850.00	\$ 100.35	12%	\$ 850.00	
500-51-7010	SUBDIVISION IMP PROGRAM	\$ 100,000.00	\$ 482,617.14	483%	\$ 505,000.00	
500-51-7021	FUNDS TO RESERVES	\$ 25,000.00	\$ -	0%	\$ 25,000.00	SPLIT BETWEEN ELEC, WATER, SEWER, TRASH & GAS \$95,000 TOTAL @ \$25K/\$20K/\$20K/\$10K

<b>TOTAL EXPENSES</b>		<b>\$ 7,584,200.00</b>	<b>\$ 4,937,825.77</b>	<b>65%</b>	<b>\$ 8,710,600.00</b>	
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ELECTRIC TOTALS	
TOTAL BUDGETED REVENUES	\$ 8,880,500.00
TOTAL BUDGETED EXPENSES	\$ 8,710,600.00
<b>GAIN/LOSS</b>	<b>\$ 169,900.00</b>

**BUDGET WORKSHEET**

UTILITY FUND

WATER

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
600-61-4023	FUNDS FROM RESERVES	\$ 39,000.00	\$ 39,000.00		\$ 39,000.00	22.5% OF ESCAVATOR LESS GRANT INCOME
600-61-4100	PENALTIES	\$ 12,500.00	\$ 6,734.45	54%	\$ 12,500.00	
600-61-4120	RECONNECT	\$ 4,000.00	\$ 2,050.00	51%	\$ 4,000.00	
600-61-4810	NEW WATER SERVICE	\$ 12,000.00	\$ 13,150.00	110%	\$ 25,000.00	
600-61-4830	UTILITY BILLS - WATER	\$ 1,200,000.00	\$ 591,930.79	49%	\$ 1,200,000.00	
600-61-4920	MISCELLANEOUS INCOME	\$ 15,000.00	\$ 3,741.77	25%	\$ 15,000.00	
600-61-4930	PROCEEDS FROM LOAN	\$ 175,000.00	\$ -	0%	\$ 175,000.00	
600-61-4950	SUBDIVISION IMP. PROGRAM	\$ 25,000.00	\$ 12,224.02	49%	\$ 150,000.00	70% COMPLETION OF SIP NEW LINE IN 2023
600-61-4990	GRANT INCOME	\$ 15,000.00	\$ -		\$ 15,000.00	DERA GRANT - SPLIT BETWEEN ELEC/W/WW/GAS
<b>TOTAL REVENUES</b>		<b>\$ 1,458,500.00</b>	<b>\$ 629,831.03</b>	<b>43%</b>	<b>\$ 1,635,500.00</b>	



UTILITY FUND  
WATER

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
			EXPENSES			
600-61-6010	SALARIES	\$ 80,000.00	\$ 47,205.61	59%	\$ 80,000.00	
600-61-6020	PAYROLL TAXES	\$ 7,000.00	\$ 3,342.47	48%	\$ 7,000.00	
600-61-6030	HEALTH INSURANCE	\$ 25,000.00	\$ 11,573.76	46%	\$ 25,000.00	
600-61-6040	LAGERS	\$ 15,000.00	\$ 10,400.87	69%	\$ 15,000.00	
600-61-6120	SHARED SUPPLIES	\$ 1,000.00	\$ 1,379.26	138%	\$ 2,500.00	
600-61-6170	PRINTING & PUBLICATIONS	\$ 500.00		0%	\$ 500.00	
600-61-6180	PLANT EXTENTION - WATER	\$ 50,000.00	\$ 9,649.92	19%	\$ 50,000.00	
600-61-6182	MAINT. & OPERATIONS	\$ 120,000.00	\$ 59,972.95	50%	\$ 120,000.00	
600-61-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
600-61-6260	DUES & MEMBERSHIPS	\$ 2,500.00	\$ 2,148.34	86%	\$ 2,500.00	
600-61-6280	ENGINEERING	\$ 30,000.00		0%	\$ 30,000.00	
600-61-6310	INSURANCE	\$ 40,000.00	\$ 39,993.90	100%	\$ 40,000.00	
600-61-6320	TRAINING/TRAVEL/MILEAGE	\$ 3,000.00	\$ 43.94	1%	\$ 3,000.00	
600-61-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.96	6%	\$ 1,000.00	
600-61-6480	STREET REPAIRS	\$ 10,000.00	\$ 4,697.54	47%	\$ 10,000.00	
600-61-6510	UTILITIES - WATER	\$ 28,000.00	\$ 15,977.63	57%	\$ 28,000.00	
600-61-6520	PHONE/FAX/INTERNET	\$ 1,000.00	\$ 310.34	31%	\$ 1,000.00	
600-61-6550	EQUIPMENT RENTAL	\$ 5,000.00	\$ -	0%	\$ 5,000.00	
600-61-6560	COPY MACHINE	\$ 2,000.00	\$ 603.55	30%	\$ 2,000.00	
600-61-6630	CONTRACT WORK	\$ 10,000.00	\$ 21,779.92	218%	\$ 15,000.00	
600-61-6710	GAS, OIL & TIRES	\$ 18,000.00	\$ 5,968.80	33%	\$ 18,000.00	
600-61-6720	TOOL EXPENSE	\$ 2,000.00	\$ 904.46	45%	\$ 2,000.00	
600-61-6800	MISCELLANEOUS EXPENSE	\$ 2,000.00	\$ 1,116.92	56%	\$ 2,000.00	
600-61-6805	CONTINGENCY FUND	\$ 10,000.00	\$ -	0%	\$ 10,000.00	
600-61-6810	LEASE PAYMENTS	\$ 333,000.00	\$ 207,166.02	62%	\$ 359,000.00	COP/ENTERPRISE
600-61-6830	FIXED ASSETS	\$ 74,000.00	\$ 61,735.33		\$ 74,000.00	INCREASED BY \$54k (22.5% OF ESCAVATOR)
600-61-6850	UNIFORMS	\$ 1,500.00	\$ 966.32	64%	\$ 1,500.00	
600-61-6901	ACCTS RECEIVABLE BAD DEBT	\$ 7,000.00	\$ 3,147.61	45%	\$ 7,000.00	
600-61-6905	CHEMICALS	\$ 2,000.00	\$ -	0%	\$ 2,000.00	
600-61-6910	ADMIN RECAPTURE FEE - WATER	\$ 43,305.00	\$ 21,652.50	50%	\$ 49,065.00	3% OF TOTAL REVENUE
600-61-6911	FUNDS TO DISPATCH	\$ -	\$ -		\$ 3,000.00	NEW LINE IN 2023
600-61-6915	FUNDS TO GENERAL	\$ 101,045.00	\$ 505,222.52	500%	\$ 114,485.00	7% OF TOTAL REVENUE
600-61-6930	FUNDS TO STRT & BLDG DEPTS	\$ 90,000.00	\$ 45,000.00		\$ 90,000.00	\$50K BUILDING/\$40K STREETS
600-61-6950	POSTAGE	\$ 4,000.00	\$ 2,647.82	66%	\$ 4,000.00	

600-61-6980	COLLECTION EXPENSE	\$ 2,000.00	\$ 358.64	18%	\$ 2,000.00	
600-61-7000	DRUG TESTING	\$ 500.00	\$ 25.00	5%	\$ 500.00	
600-61-7001	ONE CALL FEE	\$ 1,000.00	\$ 619.68	62%	\$ 1,000.00	
600-61-7010	SUBDIVISION IMP PROGRAM	\$ 50,000.00	\$ 108,652.88	217%	\$ 128,000.00	
600-61-7021	FUNDS TO RESERVES	\$ 20,000.00	\$ -	0%	\$ 20,000.00	SPLIT BETWEEN ELEC, WATER, SEWER, TRASH & GAS \$95,000 TOTAL @ \$25K/\$20K/\$20K/\$20K/\$10K
<b>TOTAL EXPENSES</b>		<b>\$ 1,194,350.00</b>	<b>\$ 1,196,171.61</b>	<b>100%</b>	<b>\$ 1,376,050.00</b>	

<b>WATER TOTALS</b>	
TOTAL BUDGETED REVENUES	\$ 1,635,500.00
TOTAL BUDGETED EXPENSES	\$ 1,376,050.00
<b>GAIN/LOSS</b>	<b>\$ 259,450.00</b>



**BUDGET WORKSHEET**  
**UTILITY FUND**  
**WASTEWATER / SEWER**

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD	%	FY 2023	DESCRIPTION
		REVENUES				
600-62-4023	FUNDS FROM RESERVES	\$ 39,000.00	\$ 39,000.00		\$ 39,000.00	<i>NEW LINE IN 2023 - 22.5% OF ESCAVATOR LESS GRNT INC.</i>
600-62-4100	PENALTIES	\$ 12,000.00	\$ 7,569.30	63%	\$ 12,000.00	
600-62-4810	NEW SEWER SERVICE	\$ 9,000.00	\$ 11,850.00	132%	\$ 9,000.00	
600-62-4840	UTILITY BILLS - SEWER	\$ 1,000,000.00	\$ 526,708.99	53%	\$ 1,000,000.00	<i>5% Rate Increase Eff 12/31/22</i>
600-62-4845	SEWER RECAPTURE	\$ -	\$ -			
600-62-4910	PULASKI COUNTY SEWER DISTRICT	\$ 260,000.00	\$ 182,244.52	70%	\$ 260,000.00	
600-62-4920	MISCELLANEOUS INCOME	\$ 5,000.00	\$ 1,758.77	35%	\$ 5,000.00	
600-62-4930	PROCEEDS FROM LOANS	\$ 275,000.00	\$ 140,129.58	51%	\$ 275,000.00	
600-62-4950	SUBDIVISION IMP PROGRAM	\$ 25,000.00	\$ 12,224.02	49%	\$ 25,000.00	<i>70% COMPLETION OF SIP NEW LINE IN 2023</i>
600-62-4990	GRANT INCOME	\$ 15,000.00	\$ -		\$ 15,000.00	<i>DERA GRANT - SPLIT BETWEEN ELEC/W/WW/GAS</i>
<b>TOTAL REVENUES</b>		<b>\$ 1,601,000.00</b>	<b>\$ 882,485.18</b>	<b>55%</b>	<b>\$ 1,826,000.00</b>	

UTILITY FUND  
WASTEWATER / SEWER

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2023	DESCRIPTION
						EXPENSES
600-62-6010	SALARIES	\$ 100,000.00	\$ 15,732.08	16%	\$ 100,000.00	
600-62-6020	PAYROLL TAXES	\$ 10,000.00	\$ 1,189.33	12%	\$ 10,000.00	
600-62-6030	HEALTH INSURANCE	\$ 18,000.00	\$ 6,046.53	34%	\$ 18,000.00	
600-62-6040	LAGERS	\$ 25,000.00	\$ 4,730.49	19%	\$ 25,000.00	
600-62-6120	SHARED SUPPLIES	\$ 500.00	\$ 894.38	179%	\$ 5,000.00	
600-62-6170	PRINTING & PUBLICATIONS	\$ 100.00	\$ 72.00	72%	\$ 100.00	
600-62-6180	PLANT EXTENTION - SEWER	\$ 50,000.00	\$ 104,509.61	209%	\$ 125,000.00	WHITMOR FARMS
600-62-6182	MAINT. & OPERATIONS	\$ 55,000.00	\$ 13,706.70	25%	\$ 55,000.00	
600-62-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
600-62-6260	DUES & MEMBERSHIPS	\$ 2,500.00	\$ 2,148.34	86%	\$ 2,500.00	
600-62-6280	ENGINEERING	\$ 20,000.00	\$ -	0%	\$ 20,000.00	TOTH
600-62-6310	INSURANCE	\$ 40,000.00	\$ 39,993.90	100%	\$ 40,000.00	
600-62-6320	TRAINING/TRAVEL/MILEAGE	\$ 2,500.00	\$ 43.94	2%	\$ 2,500.00	
600-62-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.95	6%	\$ 1,000.00	
600-62-6480	STREET REPAIRS	\$ 1,500.00	\$ -	0%	\$ 1,500.00	
600-62-6510	UTILITIES - SEWER	\$ 1,200.00	\$ 566.71	47%	\$ 1,200.00	
600-62-6550	EQUIPMENT RENTAL	\$ 5,000.00	\$ -	0%	\$ 5,000.00	Equipment for SIP
600-62-6560	COPY MACHINE	\$ 2,000.00	\$ 603.55	30%	\$ 2,000.00	
600-62-6630	CONTRACT WORK	\$ 10,000.00	\$ -	0%	\$ 10,000.00	
600-62-6710	GAS, OIL & TIRES	\$ 4,000.00	\$ 3,044.34	76%	\$ 4,000.00	
600-62-6720	TOOL EXPENSE	\$ 1,000.00	\$ 174.99	17%	\$ 1,000.00	
600-62-6800	MISCELLANEOUS EXPENSE	\$ 3,000.00	\$ 705.11	24%	\$ 3,000.00	
600-62-6805	CONTINGENCY FUND	\$ 5,000.00	\$ -	0%	\$ 5,000.00	
600-62-6810	LEASE PAYMENTS	\$ 208,000.00	\$ 150,113.14	72%	\$ 208,000.00	
600-62-6830	FIXED ASSETS	\$ 74,000.00	\$ 62,279.49	84%	\$ 74,000.00	INCREASED BY \$54k (22.5% OF ESCAVATOR)
600-62-6850	UNIFORMS	\$ 1,000.00	\$ 645.95	65%	\$ 1,000.00	
600-62-6910	ADMIN RECAPTURE FEE - SEWER	\$ 47,580.00	\$ 23,790.00	50%	\$ 54,780.00	3% OF TOTAL REVENUE
600-62-6911	FUNDS TO DISPATCH	\$ -	\$ -		\$ 3,000.00	NEW LINE IN 2023
600-62-6915	FUNDS TO GENERAL	\$ 111,020.00	\$ 55,510.02	50%	\$ 127,820.00	7% OF TOTAL REVENUE
600-62-6930	FUNDS TO STRT & BLDG DEPTS	\$ 90,000.00	\$ 45,000.00	50%	\$ 90,000.00	\$50K BUILDING/ \$40K STREETS
600-62-6950	POSTAGE	\$ 3,500.00	\$ 2,674.82	76%	\$ 3,500.00	
600-62-6990	PCSD FEES	\$ 7,500.00	\$ 3,943.30	53%	\$ 7,500.00	
600-62-7000	DRUG TESTING	\$ 500.00	\$ 25.00	5%	\$ 500.00	
600-62-7001	ONE CALL FEE	\$ 600.00	\$ -	0%	\$ 600.00	
600-62-7010	SUBDIVISION IMP PROGRAM	\$ 100,000.00	\$ 149,427.02	149%	\$ 100,000.00	SPLIT BETWEEN ELEC, WATER, SEWER, TRASH & GAS

600-62-7021 FUNDS TO RESERVES \$ 10,000.00 \$ - 0% \$ 10,000.00 \$95,000 TOTAL @ \$25K/\$20K/\$20K/\$20K/\$10K

**TOTAL EXPENSES \$ 1,013,000.00 \$ 689,477.84 68% \$ 1,216,000.00**

WASTEWATER / SEWER TOTALS	
TOTAL BUDGETED REVENUES	\$ 1,826,000.00
TOTAL BUDGETED EXPENSES	\$ 1,216,000.00
<b>GAIN/LOSS</b>	<b>\$ 610,000.00</b>

## BUDGET WORKSHEET

### UTILITY FUND SEWER PLANT

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
600-63-4910	TESTING	\$ 2,000.00	\$ -		\$ 2,000.00	
600-63-4930	PROCEEDS FROM LOANS	\$ -	\$ -		\$ -	
<b>TOTAL REVENUES</b>		<b>\$ -</b>	<b>\$ -</b>		<b>\$ 2,000.00</b>	<b>\$ -</b>

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD EXPENSES	%	FY 2023	DESCRIPTION
600-63-6010	SALARIES	\$ 128,000.00	\$ 70,085.71	55%	\$ 128,000.00	
600-63-6020	PAYROLL TAXES	\$ 12,000.00	\$ 5,297.58	44%	\$ 12,000.00	
600-63-6030	HEALTH INSURANCE	\$ 25,000.00	\$ 17,633.71	71%	\$ 25,000.00	
600-63-6040	LAGERS	\$ 30,000.00	\$ 16,208.92	54%	\$ 30,000.00	
600-63-6120	SHARED SUPPLIES	\$ 2,000.00	\$ 722.91	36%	\$ 2,000.00	
600-63-6170	PRINTING & PUBLICATIONS	\$ 250.00	\$ -	0%	\$ 250.00	
600-63-6180	PLANT EXT - MATERIAL	\$ 1,000.00	\$ 852.42		\$ 1,000.00	
600-63-6182	MAINT. & OPERATIONS	\$ 30,000.00	\$ 22,747.77	76%	\$ 30,000.00	
600-63-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
600-63-6260	DUES & MEMBERSHIPS	\$ 250.00	\$ 513.32	205%	\$ 750.00	
600-63-6280	ENGINEERING	\$ 10,000.00	\$ -	0%	\$ 10,000.00	
600-63-6320	TRAINING TRAVEL & MILEAGE	\$ 500.00	\$ 43.94		\$ 500.00	
600-63-6370	EMPLOYEE PROGRAM	\$ 1,000.00	\$ 60.90	6%	\$ 1,000.00	
600-63-6520	PHONE/FAX/INTERNET	\$ 1,000.00	\$ 701.70	70%	\$ 1,000.00	
600-63-6560	COPY MACHINE	\$ 1,000.00	\$ 516.87	52%	\$ 1,000.00	
600-63-6710	GAS, OIL & TIRES	\$ 4,000.00	\$ 336.38	8%	\$ 4,000.00	
600-63-6720	TOOL EXPENSE	\$ 500.00	\$ 564.18	113%	\$ 1,000.00	
600-63-6800	MISCELLANEOUS EXPENSE	\$ 500.00	\$ 347.38	69%	\$ 500.00	
600-63-6810	LEASE PAYMENTS	\$ 257,000.00	\$ 128,448.97	50%	\$ 257,000.00	
600-63-6830	FIXED ASSETS	\$ 50,000.00	\$ 34,032.50	68%	\$ 50,000.00	
600-63-6850	UNIFORMS	\$ 1,200.00	\$ 1,229.06	102%	\$ 1,200.00	
600-63-6930	LAB EQUIPMENT	\$ 1,000.00	\$ -	0%	\$ 1,000.00	
600-63-6950	POSTAGE	\$ 4,000.00	\$ 2,674.81	67%	\$ 4,000.00	
600-63-7000	DRUG TESTING	\$ 200.00	\$ 79.00	40%	\$ 200.00	
600-63-7010	LAB TESTING	\$ 6,000.00	\$ 2,547.67	42%	\$ 6,000.00	
<b>TOTAL EXPENSES</b>		<b>\$ 568,400.00</b>	<b>\$ 307,491.85</b>	<b>54%</b>	<b>\$ 569,400.00</b>	

SEWER PLANT TOTALS	
TOTAL BUDGETED REVENUES	\$ 2,000.00
TOTAL BUDGETED EXPENSES	\$ 569,400.00
<b>GAIN/LOSS</b>	<b>\$ (567,400.00)</b>

## BUDGET WORKSHEET

### UTILITY FUND

#### TRASH

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
700-71-4850	GARBAGE INCOME	\$ 480,000.00	\$ 306,532.48	64%	\$ 530,000.00	\$180,000 COMMERCIAL, \$300,000 RESIDENTIAL
<b>TOTAL REVENUES</b>		<b>\$ 480,000.00</b>	<b>\$ 306,532.48</b>	<b>64%</b>	<b>\$ 530,000.00</b>	

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD EXPENSES	%	FY 2023	DESCRIPTION
700-71-6875	GARBAGE CONTRACT EXPENSE	\$ 410,000.00	\$ 279,291.01	68%	\$ 410,000.00	\$150,000 COMMERCIAL, \$260,000 RESIDENTIAL
700-71-6901	ACCTS RECEIVABLE BAD DEBT	\$ 2,000.00	\$ 1,109.30	55%	\$ 2,000.00	
700-71-6910	ADMIN RECAPTURE FEE - TRASH	\$ 14,400.00	\$ 7,200.00		\$ 15,900.00	NEW LINE IN 2023 - 3% OF TOTAL REVENUE
700-71-6915	FUNDS TO GENERAL	\$ 33,600.00	\$ 16,800.00		\$ 37,100.00	NEW LINE IN 2023 - 7% OF TOTAL REVENUE
700-71-7021	FUNDS TO RESERVES	\$ 20,000.00	\$ -	0%	\$ 20,000.00	SPLIT BETWEEN ELEC, WATER, SEWER, TRASH & GAS \$95,000 TOTAL @ \$25K/\$20K/\$20K/\$20K/\$10K
<b>TOTAL EXPENSES</b>		<b>\$ 480,000.00</b>	<b>\$ 304,400.31</b>	<b>63%</b>	<b>\$ 485,000.00</b>	

TRASH TOTALS	
TOTAL BUDGETED REVENUES	\$ 530,000.00
TOTAL BUDGETED EXPENSES	\$ 485,000.00
<b>GAIN/LOSS</b>	<b>\$ 45,000.00</b>

**BUDGET WORKSHEET**

UTILITY FUND  
NATURAL GAS

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
800-81-4023	FUNDS FROM RESERVES	\$ 39,000.00	\$ 39,000.00		\$ 39,000.00	NEW LINE IN 2023 - 22.5% OF ESCAVATOR LESS GRNT INC.
800-81-4100	PENALTIES	\$ 9,000.00	\$ 5,537.82	62%	\$ 9,000.00	
800-81-4120	RECONNECT	\$ 500.00	\$ 150.00	30%	\$ 300.00	
800-81-4810	NEW SERVICES	\$ 25,000.00	\$ 24,014.26	96%	\$ 40,000.00	
800-81-4860	NATURAL GAS REVENUE	\$ 1,200,000.00	\$ 839,413.14	70%	\$ 1,250,000.00	
800-81-4870	INCOME FROM RICHLAND	\$ 275,000.00	\$ 188,117.67	68%	\$ 275,000.00	
800-81-4920	MISCELLANEOUS INCOME	\$ 500.00	\$ 25.00	5%	\$ 500.00	
800-81-4930	PROCEEDS FROM LOAN	\$ 50,000.00	\$ -	0%	\$ 50,000.00	
800-81-4950	SUBDIVISION IMP PROGRAM	\$ 25,000.00	\$ 12,224.02	49%	\$ 15,000.00	70% COMPLETION OF SIP
800-81-4990	GRANT INCOME	\$ 15,000.00	\$ -		\$ 15,000.00	NEW LINE IN 2023 DERA GRANT - SPLIT BETWEEN ELEC/WW/GAS
<b>TOTAL REVENUES</b>		<b>\$ 1,600,000.00</b>	<b>\$ 1,069,481.91</b>	<b>67%</b>	<b>\$ 1,828,800.00</b>	



UTILITY FUND  
NATURAL GAS

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD EXPENSES	%	FY 2023	DESCRIPTION
800-81-6010	SALARIES	\$ 80,000.00	\$ 37,756.85	47%	\$ 80,000.00	
800-81-6020	PAYROLL TAXES	\$ 8,000.00	\$ 2,678.72	33%	\$ 8,000.00	
800-81-6030	HEALTH INSURANCE	\$ 16,000.00	\$ 14,880.40	93%	\$ 16,000.00	
800-81-6040	LAGERS	\$ 18,000.00	\$ 9,126.40	51%	\$ 18,000.00	
800-81-6120	SHARED SUPPLIES	\$ 1,000.00	\$ 678.30	68%	\$ 1,000.00	
800-81-6160	NATURAL GAS PURCHASE	\$ 950,000.00	\$ 838,035.69	88%	\$ 1,000,000.00	
800-81-6170	PRINTING & PUBLICATION	\$ 4,500.00	\$ 4,267.08	95%	\$ 4,500.00	
800-81-6180	PLANT EXTENTION - GAS	\$ 3,000.00	\$ 1,101.34	37%	\$ 3,000.00	
800-81-6182	MAINT. & OPERATIONS	\$ 25,000.00	\$ 8,911.89	36%	\$ 25,000.00	
800-81-6210	LEGAL	\$ 3,500.00	\$ -	0%	\$ 3,500.00	
800-81-6220	AUDIT EXPENSE	\$ 2,000.00	\$ 1,846.15	92%	\$ 2,000.00	
800-81-6260	DUES & MEMBERSHIPS	\$ 1,500.00	\$ 1,504.00	100%	\$ 1,500.00	
800-81-6280	ENGINEERING	\$ 5,000.00	\$ -	0%	\$ 5,000.00	GIS Mapping
800-81-6310	INSURANCE	\$ 11,000.00	\$ 10,434.18	95%	\$ 11,000.00	
800-81-6320	TRAINING/TRAVEL/MILEAGE	\$ 1,500.00	\$ 688.84	46%	\$ 1,500.00	Energy World Testing
800-81-6370	EMPLOYEE PROGRAMS	\$ 1,000.00	\$ 60.90	6%	\$ 1,000.00	
800-81-6520	PHONE/FAX/INTERNET	\$ 600.00	\$ 540.51	90%	\$ 600.00	
800-81-6560	COPY MACHINE	\$ 2,000.00	\$ 603.55	30%	\$ 2,000.00	
800-81-6630	CONTRACT WORK	\$ 1,000.00	\$ 675.00	68%	\$ 1,000.00	MOPS/RAG CLEANING (SPLIT W/ STREET & PARKS)
800-81-6710	GAS, OIL & TIRES	\$ 4,500.00	\$ 1,739.08	39%	\$ 4,500.00	
800-81-6720	TOOL EXPENSE	\$ 2,000.00	\$ 335.43	17%	\$ 2,000.00	
800-81-6800	MISCELLANEOUS EXPENSE	\$ 1,500.00	\$ 257.45	17%	\$ 1,500.00	
800-81-6805	CONTINGENCY FUND	\$ 20,000.00	\$ -	0%	\$ 20,000.00	TO MATCH RICHLAND'S CONTINGENCY SHARE
800-81-6810	LEASE PAYMENTS	\$ 40,000.00	\$ 41,185.06	103%	\$ 36,000.00	COP/ENTERPRISE
800-81-6830	FIXED ASSETS	\$ 69,000.00	\$ 59,414.26		\$ 69,000.00	INCREASED BY \$54k (22.5% OF ESCAVATOR)
800-81-6850	UNIFORMS	\$ 4,000.00	\$ 2,006.52	50%	\$ 4,000.00	
800-81-6901	ACCTS RECEIVABLE BAD DEBT	\$ 2,000.00	\$ 8.39	0%	\$ 2,000.00	
800-81-6910	ADMIN RECAPTURE FEE- GAS	\$ 47,544.00	\$ 23,772.00	50%	\$ 54,864.00	3% OF TOTAL REVENUE
800-81-6911	FUNDS TO DISPATCH	\$ -	\$ -		\$ 6,000.00	NEW LINE IN 2023
800-81-6915	FUNDS TO GENERAL	\$ 110,936.00	\$ 55,468.02	50%	\$ 128,016.00	7% OF TOTAL REVENUE
800-81-6930	FUNDS TO STRT & BLDG DEPTS	\$ 100,000.00	\$ 50,000.04	50%	\$ 100,000.00	\$50K BUILDING/\$50K STREETS
800-81-6950	POSTAGE	\$ 3,500.00	\$ 2,674.76	76%	\$ 3,500.00	
800-81-6980	COLLECTION EXPENSE	\$ 2,000.00	\$ 358.63	18%	\$ 2,000.00	
800-81-7000	DRUG TESTING	\$ 500.00	\$ -	0%	\$ 500.00	
800-81-7001	ONE CALL FEES	\$ 800.00	\$ 619.68	77%	\$ 800.00	

800-81-7010	SUBDIVISION IMP PROGRAM	\$ 50,000.00	\$ 40,584.24	81%	\$ 50,000.00	SPLIT BETWEEN ELEC, WATER, SEWER, TRASH & GAS \$95,000 TOTAL @ \$25K/\$20K/\$20K/\$10K
800-81-7021	FUNDS TO RESERVES	\$ 10,000.00	\$ -	0%	\$ 10,000.00	
<b>TOTAL EXPENSES</b>		<b>\$ 1,602,880.00</b>	<b>\$ 1,212,213.36</b>	<b>76%</b>	<b>\$ 1,698,780.00</b>	

<b>NATURAL GAS TOTALS</b>	
TOTAL BUDGETED REVENUES	\$ 1,828,800.00
TOTAL BUDGETED EXPENSES	\$ 1,698,780.00
<b>GAIN/LOSS</b>	<b>\$ 130,020.00</b>



**AN ORDINANCE AMENDING THE FISCAL YEAR 2023 PERSONNEL MANNING CHART;  
REPEALING CONFLICTING ORDINANCES;  
FIXING AN EFFECTIVE DATE**

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

**Section 1.** Based on current job duties, specifications, employee growth and the needs of the City, it is necessary to amend the current Personnel Manning Chart to include current and future personnel.

**Section 4.** The revised Personnel Manning Chart is attached hereto and incorporated herein by specific reference hereto.

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

**Section 6.** 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 20<sup>TH</sup> DAY OF JULY, 2023.**

\_\_\_\_\_  
Sean A. Wilson, Mayor

**ATTEST:**

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

**PERSONNEL MANNING CHART – 2023-**  
**Amended**

**1**

Seasonal Laborer/Worker  
Animal Shelter Worker I

**2**

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

**3**

Public Works Technician II  
Construction/Parks Laborer II  
Administrative Assistant II  
Accounts Payable Clerk  
Meter Reader II  
Communications Dispatch I  
Animal Shelter Worker III  
Animal Control Officer I

**4**

Building Inspector I  
Administrative Assistant III  
Public Works Technician III  
Payroll Clerk  
Communications Dispatch II  
Equipment Operator I  
Court Clerk I  
Assistant Parks Supervisor  
Plant Operator I  
Senior Animal Shelter Worker  
Animal Control Officer II

**5**

Airport Technician I  
Building Inspector II  
Parks Supervisor  
Court Clerk II  
Communications Dispatcher III  
Equipment Operator II  
Executive Assistant I  
Plant Operator II  
Animal Control Officer III

**6**

Public Works Foreman  
Court Administrator  
Senior Communications Dispatcher  
Equipment Operator III  
Airport Technician II  
Executive Assistant II  
Airport Maintenance Supervisor  
Plant Operator III

**7**

Animal Shelter Supervisor  
Executive Assistant III  
Natural Gas Supervisor  
Accounts Payable/Payroll Manager  
Airport Operations Supervisor  
Construction Supervisor  
Street Supervisor  
Senior Plant Operator

**8**

Assistant Water/Wastewater Supervisor  
Assistant Electric Supervisor  
Senior Executive Assistant  
Building Official  
Utility Billing Supervisor/Deputy City Clerk  
Communications Supervisor

**9**

Economic Development Coordinator  
Electric Supervisor  
Water/Wastewater Supervisor

**10**

Finance Officer

City Clerk

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

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

WAYNESVILLE-ST ROBERT JOINT AIRPORT  
BOARD MEETING  
SUMMARY  
June 27, 2023  
3:00pm

**Attendance:**

**Board:** Chairman George Lauritson, Anita Ivey, Doug Spitalny, John Moore

**Staff:** Miriam Jones

**Guests:** Allen Moll, Major Hedgepath, Renea Lazzarini, Ryan Lorton, Bob Crain, Carola Prewett, Kristia Parker, Robert Osborne, Justin Collier, Matt Chaifetz, Mayor Sean Wilson, Kevin Downey, Edgar Arnall, Major Erin Fritzler

1. **Call to Order:** Chairman Lauritson called the meeting to order at 3:00 p.m.
2. **Approval of Minutes:** Doug Spitalny made a motion to approve the meeting minutes from May 23, 2023. Motion was seconded by Anita Ivey. The motion passed.
3. **Comments by Guests-** Major Fritzler, Director of DES on FLW stated that she wanted everyone to be aware that on Sunday there was another failure to respond to the TSA screening checkpoint by the MP's. The alarm was activated and received however the desk Sgt failed to dispatch an MP officer to the Airport.
4. **Reports by Staff**
  - a. **Administration:**
    - i. **Budget-** The budget was provided to the Board. Budget is tracking revenues at 32% and expenses at 30%.
  - b. **Airport Operations Manager-** Fuel sales spreadsheet provided to the Board. No other update provided. Airport Operations Manager unable to attend due to fueling plane at airport.
5. **New Business:**
  - i. **Contour Airlines Update-** There was an email provided from a concerned passenger about travel times when planning a trip from TBN to Fayetteville, NC. Matt Chaifetz stated that airtservice to one hub unlikely it can get you anywhere on single connection service. Chairman Lauritson stated that just wanted Contour to be aware but understand that everyone's destination is different.
  - ii. **Sponsors- Independent Fee Estimate-** Independent Fee Estimate provided for the terminal building design. Total fee \$1,198,834.27. 100,000-dollar difference from Burns & McDonnell fee due to the difference in cost for the GeoTech analysis.
  - iii. **Burns & McDonnell Engineering Update**
    - a. **Terminal Building Design Fee-** Total fee \$1,299,110. Ryan Lorton stated after fee is negotiated, grant will be submitted to FAA. State general revenue funds can be used as match which would be no cost to cities out of pocket.
    - b. **Airport Terminal Project-** Follow up meeting to be held July 13, 2023, at 1:00 p.m. at Waynesville City Hall.
  - iv. **SOP Marketing Report-** At the beginning of June, Explore FLW, began their Summer Bucket List Photo Contest on Facebook and Instagram. We have been sharing that content and engaging with the contest. It seemed to have an impact on our Facebook and Instagram numbers this past month. Hopefully, this will help us reach more people and get them to engage with our content.

There was a need for a closed session. John Moore made a motion to go into closed session. Anita Ivey seconded the motion. Board entered closed session at 3:19 p.m. Board returned to open session at 3:29 p.m. With no further business, Chairman Lauritson adjourned the meeting at 3:29 p.m. Next meeting: Tuesday, July 25, 2023, at 3 p.m. at Saint Robert City Hall.

**AN ORDINANCE AUTHORIZING THE CITY OF WAYNESVILLE TO EXECUTE AN AVIATION PROJECT CONSULTANT AGREEMENT BETWEEN THE CITY OF WAYNESVILLE, THE CITY OF ST. ROBERT AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION; FIXING AN EFFECTIVE DATE**

**WHEREAS**, The City of Waynesville, City of St. Robert have selected a consultant to perform professional service to accomplish a project at the Waynesville-Saint Robert Regional Airport; and

**WHEREAS**, the City of Waynesville, City of St. Robert intend to accomplish a project at the Waynesville-St. Robert Regional Airport as listed in Exhibit I of this ordinance, entitled "Aviation Project Consultant Agreement", which is attached hereto and made a part of this ordinance.

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

**Section 1.** That Project #3-29-0091-001-20232 between the Missouri Highway and Transportation Commission, the City of Waynesville, City of St. Robert and Burns & McDonnell Engineering Company, Inc., to provide professional, technical, and other personnel and the equipment, material and all other things necessary to design a new airport terminal at the Waynesville-St. Robert Regional Airport.

**Section 2.** The City Council has reviewed and hereby approves the Aviation Project Consultant Agreement.

**Section 3.** The Mayor and or City Administrator is authorized to execute this agreement, legally binding the City, and expend City funds and the City Clerk is directed to affix to the Agreement the official seal of the City and attest to the same.

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

**PASSED AND APPROVED BY THE CITY COUNCIL ON THIS 20<sup>th</sup> DAY OF JULY, 2023.**

\_\_\_\_\_  
Sean A. Wilson, Mayor

ATTEST:

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

Airport Name: Waynesville-St. Robert Regional  
Project No.: 3-29-0091-001-2023  
County: Pulaski

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

THIS AGREEMENT is entered into by Burns & McDonnell Engineering Company, Inc. (hereinafter the "Consultant"), and the Cities of Waynesville & St. Robert, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Waynesville-St. Robert Regional Airport; and

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

WHEREAS, the Sponsor intends to accomplish a project at the Waynesville-St. Robert Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

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

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

Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

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

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

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

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

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

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

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

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

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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



reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

(E) The Consultant shall cooperate fully with the Sponsor's activities on

adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 12% of the total Agreement dollar value.

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

[http://www.modot.org/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

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

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

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

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

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

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

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible

under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

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

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

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

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

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

7. Documentation of Good Faith Efforts to Meet the DBE Goal:

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

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

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

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 32% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond

the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
Wellner Architects 802 Broadway, 4 <sup>th</sup> Floor Kansas City, MO	Architectural	\$427,859.45	100%	\$427,859.45	32.9%
TOTAL DBE PARTICIPATION				\$427,859.45	32.9%

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

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

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
SCI Engineering, Inc.	130 Point West Boulevard St. Charles, MO 63301	Subsurface Investigation/ Geophysical Investigation	\$140,398.25
Archer-Elgin	310 East 6 <sup>th</sup> Street Rolla, MO 65401-3343	Topographic Survey	\$8,800.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to use commercially reasonable efforts to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, for the period of services under such subconsultant agreements, and in the following amounts:

1. Commercial General Liability: \$1,00,000.00 per occurrence and \$2,000,000.00 general aggregate;
2. Automobile Liability: \$1,000,000.00 per accident;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00 per claim; and
4. Professional Liability: \$1,000,000.00, each claim and in the general aggregate.

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

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

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

(9) FEES AND PAYMENTS:

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



Lump Sum:

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee of **\$1,299,110.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

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

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or

MoDOT/FAA.

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

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

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

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary.

(10) PERIOD OF SERVICE:

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

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and

justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

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

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

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

(A) Termination for Convenience:

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

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

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

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

(B) Termination for Default:

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

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

3. Termination by the Sponsor:

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

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

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

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

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

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

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

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and

obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

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

i. Defaults on its obligations under this Agreement;

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

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

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

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

3. The Consultant shall retain its rights to intellectual property

developed, utilized, or modified in the performance of the services subject to the following:

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

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

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

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the

Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD 2022 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

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

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the

Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

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

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to indemnify the Sponsor, MoDOT, and the FAA from losses, damages, and expenses for bodily injury, including death, and third-party property damage to the extent caused by the Consultant's negligent acts, errors, or omissions in the services performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses,



costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property caused by the negligent acts, errors, or omissions of the Consultant and its employees in the performance of the services covered by this Agreement.

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

(C) The Consultant's insurance coverages shall be for the following limits of liability:

1. Commercial General Liability: \$1,000,000.00 per occurrence up to \$2,000,000.00 general aggregate;
2. Automobile Liability: \$1,000,000.00 per accident;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00 per claim; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the general aggregate.

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

(E) The Consultant shall, upon request at any time, provide the Sponsor

with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

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

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

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

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

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

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

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

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

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

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

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:  
1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

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

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

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries

that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29

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

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

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

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

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

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

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

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

C. Inserting a clause or condition in the covered



transaction with the lower tier Subcontractor.

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

(L) Reserved

(M) Reserved

(N) Reserved

(O) Reserved

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

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

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

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

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

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

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	John Doyle, City Administrator
SPONSOR'S NAME	City of Waynesville

Airport: Waynesville-St. Robert Regional Airport

Project No.: 3-29-0091-001-2023

SPONSOR'S ADDRESS	100 Tremont Center Waynesville, Missouri 65583		
PHONE	573-774-6171	FAX	573-774-5647
E-MAIL ADDRESS	john.doyle@waynesvillemo.org		

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Dr. George A. Lauritson, Mayor		
SPONSOR'S NAME	City of St. Robert		
SPONSOR'S ADDRESS	194 East Lawn Avenue Ste A St. Robert, Missouri 65584		
PHONE	573-451-2000	FAX	636-216-3368
E-MAIL ADDRESS	Gmayor18@yahoo.com		

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ryan B. Lorton, Associate Project Manager		
CONSULTANT'S NAME	Burns & McDonnell Engineering Company, Inc.		
CONSULTANT'S ADDRESS	9400 Ward Parkway Kansas City, Missouri 64114		
PHONE	816-447-9822	FAX	816-822-3517
E-MAIL ADDRESS	rblorton@burnsmcd.com		

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

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

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

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

(27) SEVERABILITY AND SURVIVAL:

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

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

(28) LIMITATION OF LIABILITY: Burns & McDonnell Engineering Company, Inc.'s aggregate liability for all damages connected with its services for the Project will not exceed \$1,300,000.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

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

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

Executed by the **Consultant** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Consultant:  
Burns & McDonnell Engineering Company,  
Inc.

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

Title: President

ATTEST:

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

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

Co-Sponsor:  
City of Waynesville, Missouri

Co-Sponsor:  
City of St. Robert, Missouri

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

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

Title: City Administrator

Title: Mayor

ATTEST:

ATTEST:

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

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

Title: City Clerk

Title: City Clerk

**EXHIBIT I**  
**PROJECT DESCRIPTION**

**A. Project Name:** Design of a New Airport Terminal and associated improvements at the Waynesville-St. Robert Regional Airport (TBN) on Fort Leonard Wood, Missouri.

**B. Description of Work:** Provide engineering and architectural (DBE architectural subconsultant) services for the design of the following Design/Bid/Build project:

**a. New Passenger Airport Terminal**

- i. Develop an Engineer's Report for the new terminal, terminal apron, terminal parking lot, entrance road and associated utilities. Engineer's Report document will provide information for terminal spatial requirements, functional narratives, performance requirements for systems and materials, and features and general requirements for the building and the surrounding infrastructure at the approved location from the Waynesville-St. Robert Regional Airport Terminal Area Master Plan (TAMP).
- ii. Development of Contract Documents for competitively bidding the terminal building, terminal apron, terminal parking lot, entrance road and associated utilities that include a Project Manual and Drawing Plan Set. This Scope of Work includes a 35% Preliminary Design Report; 65% Project Manual, Plans and Design Report, 95% Project Manual, Plans and Design Report; and 100% Issued for Bid Project Manual, Plans and Design Report.
- iii. Bidding Phase Services for the terminal building, terminal apron, terminal parking lot, entrance road and associated utilities.
- iv. Construction phase services scope of work will be developed as a separate agreement.



**EXHIBIT II**  
**SCOPE OF SERVICES**

**June 14, 2023**  
**AE SERVICES:**  
**DESIGN OF NEW AIRPORT TERMINAL**  
**AND ASSOCIATED IMPROVMENTS**  
**AT**  
**WAYNESVILLE-ST. ROBERT REGIONAL AIRPORT**

- A. Project Name:** Owner's Representative for Design of a New Airport Terminal at the Waynesville-St. Robert Regional Airport (TBN) on Fort Leonard Wood (FLW), Missouri.
- B. Description of Work:** Provide engineering and architectural (DBE architectural subconsultant) design and bidding phase for the Cities of Waynesville and St. Robert (Owner) for the following project:
- a. New Passenger Airport Terminal**
- i. The engineering and architectural design team will coordinate with the Owner, FAA/MoDOT, and Fort Leonard Wood Department of Public Work (FLW DPW) throughout the design process. This work defines the number and type of team meetings (internal and external), coordination efforts, presentations and meeting events and described as follows:
    1. General Information Development: Project summary, phasing requirements, construction schedule, permitting requirements, jurisdictional agencies, code analysis, and ADA compatibility.
    2. Coordinate with the Owner to set sustainability goals as related to Chapter 14 – Sustainable Design in the FLW Design Requirements document.
    3. FAA Eligibility Determination: Using the confirmed space plan and square footage determinations. A preliminary eligibility table will be created and submitted to FAA for approval.
    4. Attend, chair and prepare agendas, meeting minutes and develop action items the meetings as described in Section C Description of Services to be Performed.
  - ii. Develop Contract Documents (specifications and plans) for the construction of a new terminal, terminal apron, terminal parking lot, entrance road and associated utilities.
  - iii. The design process to include the following design components:

1. Review the Terminal Area Master Plan (TAMP) dated November 2022, as prepared by Burns & McDonnell Engineering Company, Inc. for the purpose of defining the building location, programming needs, costs and preliminary schedules.
2. Procure a subsurface investigation and geophysical investigation. This work will be utilized for the development of structural requirements for the building and supporting airside and landside transportation systems. Due to the known karst topography in the area, the geotechnical investigation will also include a geophysical investigation. This geophysical investigation will be conducted using an Electrical Resistivity Tomography (ERT) survey which consists of measuring electrical resistivity between electrodes placed along the ground surface to develop two-dimensional vertical profile of the subsurface along each traverse line to characterize subsurface features such as top-of-rock and karst features.
3. Procure a topographic survey for the terminal building and airside and landside pavement areas as identified in the TAMP Passenger Terminal Development Alternatives section.
4. Confirm program requirements: Conduct program confirmation meetings with airline, Airport staff, Cities staff, known third party vendors (TSA, concessionaire, and others), and prepare a square footage program summary.
5. Confirm space plan arrangement.
6. Utilizing the documentation as created from the TAMP and in accordance with this scope of work herein, the following tasks will be performed for the design of the new terminal building:
  - a. General Information Development: Project summary, phasing requirements, construction schedule, permitting requirements, jurisdictional agencies, code analysis, and ADA compatibility and sustainability analysis.
  - b. Civil Planning and Development:
    - i. Prepare an overall site plan.
    - ii. Prepare specifications for airside pavement and aircraft parking.
    - iii. Prepare specifications for landside pavement and parking.
    - iv. Prepare specifications for utilities.

- v. Prepare specifications for landscaping and grading.
- c. Architectural Planning and Development:
  - i. Manage the documents production for the new terminal building, including one-on-one coordination meetings with engineering consultants, bi-monthly A/E team meetings, meeting minutes, and deliverable coordination.
  - ii. Coordinate site plan and develop selected layout floor plan alternative based on established program and space plan.
  - iii. Building modeling and BIM360 team access.
  - iv. Provide building sections depicting the grade and floor elevations, clear heights, and major equipment.
  - v. Coordinate site plan alternatives including parking, landscaping, and signage.
  - vi. Develop project summary.
  - vii. Develop code/ADA analysis.
  - viii. Coordinate sustainability requirements including energy design and coordination.
  - ix. Review performance criteria document as established in the TAMP.
  - x. Prepare drawings and specifications for shell: floor, vertical exterior subgrade, vertical exterior above grade (walls, glazing, overhead doors, personnel doors, windows, louvers), roof canopy, and blast resistance.
  - xi. Prepare drawings and specifications for interior: walls, flooring, interior windows and doors, ceilings, railings and metal fabrications, interior finishes.
  - xii. Prepare drawing and specifications for equipment / furnishings / signage: dock equipment, restroom partitions and accessories, wall guard, safety devices, wayfinding and signage.
  - xiii. Produce two exterior and one interior rendering.
  - xiv. Coordinate with cost estimator.
- d. Structural Design:
  - i. The proposed structure is anticipated to be a single-story steel or concrete framed building to suite architectural layout.

- ii. Determine the governing codes and standards, along with the corresponding structural design criteria, including minimum requirements for loads (live, snow, wind, earthquake, etc.), materials, and systems. Design to be based on Risk Category III and UFC 3-301-01 & IBC 2021.
  - iii. Prepare specification for foundations and floor slabs, in accordance with the geotechnical recommendations.
  - iv. Prepare specification for the superstructure elements, in accordance with the architectural requirements.
  - v. Prepare structural calculations.
  - vi. Assist with the preparation of specifications for other aspects of the project, as well as site plans, floor plans, and renderings.
- e. Mechanical Design:
- i. Determine the governing codes and standards, along with the corresponding mechanical design criteria, including minimum requirements.
  - ii. Prepare specifications and drawings for plumbing requirements.
  - iii. Prepare specifications and drawings for HVAC requirements.
- f. Fire Protection:
- i. Determine the governing codes and standards, along with the corresponding fire protection design criteria, including minimum requirements.
  - ii. Prepare specification for fire suppression and fire alarm systems.
  - iii. Drawing representation of the design. Drawings will be limited to performance specifications with deferred submittal.
  - iv. Review of the architectural life safety plan.
- g. Electrical Design:
- i. Prepare drawings, calculations, and specifications for electrical power (normal and backup) distribution system, per UFC, NFPA 70, and other local codes and guidelines.

- ii. Prepare drawings, calculations, and specifications for electrical lighting system (interior and exterior, regular and emergency), per UFC, NFPA 70, NFPA 101, IESNA, and other local codes and guidelines.
- iii. Electrical Power: Consultant will estimate the required size of electrical service/feed for the new Terminal building and conduct a site visit to evaluate whether the new electrical service feed can be provided from the existing electrical main switchboard or coordination needs to be done with local utility to provide new service for the new building.
- iv. Backup Power: Consultant will determine the required loads to be placed on backup generator.
- v. Interior Lighting: Target lighting levels and control in each space type will comply with UFC, ASHRAE 90.1, and IESNA requirements and guidelines. Interior lighting controls will consist of occupancy sensors, manual switches, timed controls, and daylight dimming controls for perimeter areas with windows or skylights, tied to building automation system.
- vi. Landside Exterior Lighting: Landside exterior lighting includes building egress, parking lot, and roadway lighting. Exterior lighting controls will consist of timeclock(s) and photocells, tied to building automation system.
- vii. Lightning Protection: An assessment will be done to determine, and recommend to the Owner, if a new lightning protection system is required per UFC 3-575-01 or recommended per NFPA 780 for the New Terminal Building.
- viii. Airfield Electrical: Including taxiway/apron edge lighting and high mast apron lighting in accordance with FAA Advisory Circulars.
- ix. Coordinate with TSA for checkpoint design requirements.
- h. Low Voltage and Special Technology Systems: Develop system specifications, drawings, and risers including connections to existing infrastructure. Systems considered include:
  - i. Complete Structured Cabling System.
    - 1. Backbone and Horizontal Infrastructure
    - 2. IT Rooms

- a. Racks/Cabinets
    - b. Grounding
    - c. Pathways
  - 3. Pathways
- ii. Outside Plant Cabling and Infrastructure
  - 1. Duct bank to 5' outside of building envelope.
  - 2. Fiber and Copper Cabling to nearest manhole for connection to service provider.
- iii. Local Area Network (LAN)
  - 1. Equipment
  - 2. Software
  - 3. Patch Cabling
- iv. Wireless LAN (Wi-Fi)
  - 1. Equipment
  - 2. Access Points
  - 3. Cabling
- v. Distributed Antenna System
  - 1. Cellular DAS
    - a. Assumes connection to local headend.
    - b. Antennas
    - c. Equipment
  - 2. Public Safety/Operator
    - a. Includes Roof Mounted Antennas
    - b. Radio Room Fit Out
    - c. Pathway from Radio Room to Roof
- vi. Public Address for non-fire emergency messaging in public areas of the terminal.
  - 1. Public Address speakers will not provide fire alarm messaging, but the systems will be connected such that the Public Address system will be muted upon activation of the fire alarm.
  - 2. Equipment
  - 3. Speakers
  - 4. Cabling
- vii. Electronic Visual Display System (EVIDS) software, hardware, and monitors.
  - 1. FIDS
  - 2. GIDS
  - 3. Digital Wayfinding and Directories

- viii. Access Control System
  - 1. Equipment
  - 2. Hardware
  - 3. Software
- ix. CCTV
  - 1. Cameras
  - 2. Hardware
  - 3. Software
- x. Common Use System
  - 1. Local Departure Control System
- xi. CATV/IPTV
  - 1. Includes infrastructure for DirectTV or similar systems provided by others.
    - a. Rack Space
    - b. Fiber backbone
    - c. Coax/Cat 6 to Display location.
    - d. Equipment by others.
- xii. Coordinate with TSA for checkpoint design requirements.
- xiii. Exclusions:
  - 1. Commissioning and Integration services are not included for the special systems. Burns & McDonnell can provide commissioning and/or master systems integration services for special systems and building systems as an additional service.
  - 2. DAS System
    - a. Antennas distributed throughout the facility for Operator and Public Safety DAS are excluded.
  - 3. Systems and cabling related to Baggage Handling System, Checked Bag Inspection Systems, Outbound Baggage.
- i. Wayfinding: Facilitate efficient navigation within the built environment.
  - i. Development of overall wayfinding philosophy.
  - ii. Identify and provide static signage and wayfinding recommendations including:
    - 1. Information zones and bands.
    - 2. Viewing distance and copy heights.
    - 3. Establish a hierarchy of destinations, types, and messages.

4. Preliminary analysis of typical sign locations.
  5. Design of sign type categories based on sign function.
  6. Prepare presentation materials for review and discussion.
  7. Compliance with regulations and requirements.
- iii. Prepare specification for signage.
  - iv. Provide sign type schedule identifying and quantifying unique sign types and quantities.
  - v. Coordination with other A/E design team members.
  - vi. Assist architect in adding signage to architectural presentations and renderings as required.
  - vii. Provide sign location drawings.
- j. Concessions
    - i. Determine concession requirements.
    - ii. Provide tenant white box with utilities for future retail/food service tenant.
  - k. Construction Estimating.
    - i. Provide an opinion of probable construction cost.
    - ii. Hazardous materials abatement is not included in this scope of services.
  - l. Scheduling.
    - i. Develop an overall construction schedule identifying the estimated time to complete major functions/features of the package.

**C. Description of Services to be Performed:** CONSULTANT has developed the following Scope of Services to perform engineering and architectural services for the design of the aforementioned project. The Scope of Services is defined as follows.

**a. Preliminary Phase**

- i. Procure Subsurface Investigation and Geophysical Investigation.
- ii. Procure Topographic Survey.
- iii. Gather Existing Conditions Information.
- iv. Design Charette Meeting with Owner, FAA/MoDOT, and FLW DPW. Anticipate two (2) day in-person meeting with the engineering/architectural team including program manager, project manager, architectural, civil, structural, mechanical, electrical,



special systems, and planner to discuss design standards and requirements including:

1. Coordination with TAMP (review PAL program.)
  2. Confirmation of compliance with design standards.
  3. Determine Authorities Having Jurisdiction (AHJs)
  4. Establish goals for budget, schedule, aesthetics, and sustainability.
  5. Documentation of Building Space Requirements.
  6. Site Requirements (expansion, parking, drop-off, equipment yard, coordination with airside gate, signage.)
  7. Site Development (site clearing, utilities, storm drainage, sanitary type, photovoltaic field, storm detention.)
- v. Develop preliminary engineer's opinion of probable construction cost and project budget.
- vi. Develop a preliminary construction schedule (phasing for site development, tree clearing, building).
- vii. Prepare a 35% Preliminary Engineer's Design Report to include the components as described in section B.a. and to include:
1. A narrative regarding the airport improvements in this project.
    - a. Site Placement/Coordination
    - b. Code Review
    - c. Building Layout Alternatives
    - d. 3D Building Imaging
    - e. Structural
    - f. Mechanical
    - g. Plumbing
    - h. Site Utilities
    - i. Fire Protection (airside and landside)
    - j. Electrical
    - k. Special Systems
      - i. Security
      - ii. IT
      - iii. Baggage
  2. Prepare preliminary site plans for development of construction safety and phasing plan and coordination with the Sponsor, and FAA/MoDOT.
  3. A list of any proposed modifications to design/construction standards along with the reason(s) and justifications for the modifications.
  4. An engineer's opinion of probable construction cost.
  5. Summary of recommendations.
- viii. Perform Quality Control Reviews by independent senior level staff.

**b. Design Phase**

Prepare construction plans and contract documents/technical specifications in accordance with the Fort Leonard Wood Design Requirements dated February 2022 for all landside items including

terminal building, parking lot, entrance road and associated utilities which are based on Unified Facilities Criteria (UFC). Airside design including the apron pavement and airfield electrical shall be designed as per FAA Advisory Circular design criteria.

- i. Prepare construction plans: The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

Civil

1. Cover Sheet
2. Index of Drawings, General Notes, and Overall Legend
3. Summary of Quantities
4. Access, Safety, and Construction Phasing Plan
5. Access and Safety Notes
6. Traffic Control Plan
7. Traffic Control Details
8. Existing Conditions and Geometric Control Plan
9. Overall Demolition Plan
10. Overall Site Plan
11. Apron Layout Plan
12. Parking Lot Layout Plan
13. Entrance Road Plan & Profile -1
14. Entrance Road Plan & Profile – 2
15. Entrance Road Plan & Profile - 3
16. Fence Details
17. Tree Clearing Plan – 1
18. Tree Clearing Plan – 2
19. Tree Clearing Plan - 3
20. Grading & Drainage Plan – 1
21. Grading & Drainage Plan – 2
22. Grading & Drainage Plan – 3
23. Pavement Cross Sections – 1
24. Pavement Cross Sections – 2
25. Pavement Cross Sections – 3
26. Pavement Cross Sections – 4
27. Pavement Cross Sections – 5
28. Pavement Cross Sections – 6
29. Pavement Cross Sections – 7
30. Pavement Cross Sections – 8
31. Pavement Cross Sections – 9
32. Pavement Cross Sections -10
33. Erosion Control Details
34. Drainage Details

- 35. Parking Lot Elevation Plan
- 36. Apron Elevation Plan
- 37. Apron Jointing Plan
- 38. Pavement Details
- 39. Pavement Marking Plan – 1
- 40. Pavement Marking Plan – 2
- 41. Pavement Marking Plan – 3
- 42. Pavement Marking Details
- 43. Overall Utility Site Plan
- 44. Utility Site Plan (Water, Sanitary, and Gas) – 1
- 45. Utility Site Plan (Water, Sanitary, and Gas) – 2
- 46. Utility Site Plan (Water, Sanitary, and Gas) – 3
- 47. Water Main Details
- 48. Sanitary Sewer Details
- 49. Grid Grouting Program

Structural

- 50. Structural Legend, Symbols, and Abbreviations
- 51. Wind and Roof Snow Load Diagrams
- 52. Standard Concrete Details
- 53. Standard Structural Steel Details
- 54. Micropile Foundation Plan
- 55. Ground Level Structural Slab Framing Plan
- 56. Roof Framing Plans
- 57. Vertical Braced Frame Elevations
- 58. Micropile and Structural Slab Sections and Details – 1
- 59. Micropile and Structural Slab Sections and Details – 2
- 60. Superstructure Sections and Connection Details – 1
- 61. Superstructure Sections and Connection Details – 2
- 62. Column and Base Plate Schedule

Architectural

- 63. Architectural Legend, Symbols, and Abbreviations
- 64. Architectural Site Plan
- 65. Architectural Floor Plan
- 66. Architectural Roof Plan
- 67. Architectural Exterior Elevations
- 68. Architectural Building Sections
- 69. Architectural Wall Sections
- 70. Architectural Restroom Plan
- 71. Architectural Restroom Elevations
- 72. Architectural Interior Elevations
- 73. Architectural Interior Details
- 74. Architectural Exterior Details
- 75. Architectural Roof Details
- 76. Architectural Door Schedule and Details
- 77. Architectural Window Details
- 78. Architectural Finish Plan

- 79. Architectural Millwork Sections and Details
- 80. Wayfinding Site Plan
- 81. Wayfinding Details

#### Plumbing

- 82. Plumbing Notes, Legend, Symbols & Abbreviations
- 83. Plumbing Plan - Below Grade
- 84. Plumbing Plan - First Floor
- 85. Plumbing Plan - Enlarged
- 86. Plumbing Details
- 87. Plumbing Schedules
- 88. Sanitary Riser Diagrams
- 89. Domestic Riser Diagrams
- 90. Natural Gas Riser Diagram

#### Mechanical

- 91. Mechanical Notes, Legend, Symbols & Abbreviations
- 92. HVAC Plan - First Floor
- 93. HVAC Plan - Roof
- 94. Piping Plan - First Floor
- 95. Mechanical Details - 1
- 96. Mechanical Details - 2
- 97. Mechanical Schedules
- 98. Mechanical Controls Legend
- 99. Mechanical Controls Schematic - 1
- 100. Mechanical Controls Schematic - 2
- 101. Mechanical Controls Schematic - 3
- 102. Mechanical Controls Schematic - 4

#### Fire Protection

- 103. Fire Alarm Legend, Symbols, and Abbreviations
- 104. Fire Alarm Floor Plan
- 105. Fire Alarm Details and Riser Diagram
- 106. Fire Alarm Matrix
- 107. Fire Suppression Legend, Symbols, and Abbreviations
- 108. Fire Suppression Floor Plan
- 109. Fire Suppression Details

#### Terminal Electrical

- 110. Terminal Electrical Legend, Symbols, and Abbreviations
- 111. Terminal Electrical Lighting Plan
- 112. Terminal Electrical Lighting Schedule
- 113. Terminal Electrical Lighting Details
- 114. Terminal Electrical Power Floor Plan – 1
- 115. Terminal Electrical Power Floor Plan – 2
- 116. Terminal Electrical Power Roof Plan
- 117. Terminal Electrical Enlarged Plans
- 118. Terminal Electrical Elevations
- 119. Terminal Electrical Power Details

- 120. Terminal Electrical Power One-Line Diagram
- 121. Terminal Electrical Power One-Line Diagram Schedules
- 122. Terminal Electrical Panelboard Schedules
- 123. Terminal Electrical Equipment Connection Schedules
- 124. Terminal Electrical Grounding Floor Plan
- 125. Terminal Electrical Grounding Roof Plan
- 126. Terminal Electrical Grounding Details
- 127. Terminal Electrical Lightning Protection Plan
- 128. Terminal Electrical Lightning Protection Details

Landside Electrical and Telecom

- 129. Landside Electrical and Telecom Legend, Symbols, and Abbreviations
- 130. Landside Electrical and Telecom Demolition Plan
- 131. Landside Electrical and Telecom Plan – 1
- 132. Landside Electrical and Telecom Plan – 2
- 133. Landside Electrical and Telecom Plan – 3
- 134. Landside Electrical and Telecom Details

Special Systems

- 135. Telecom Legend, Symbols, and Abbreviations
- 136. Telecom Floor Plan
- 137. Telecom Roof Plan
- 138. Telecom Details
- 139. Telecom Schedules
- 140. Telecom Block and Interconnect Diagrams
- 141. Security Legend, Symbols, and Abbreviations
- 142. Security Floor Plan
- 143. Security Door Details
- 144. Security Camera Details
- 145. Security Door Schedule
- 146. Security Camera Schedule
- 147. Security Block and Interconnect Diagrams
- 148. Public Address Legend, Symbols, and Abbreviations
- 149. Public Address Floor Plan
- 150. Public Address Reflected Ceiling Plan
- 151. Public Address Building Sections
- 152. Public Address System Details
- 153. Public Address System Diagrams

Airfield Electrical

- 154. Airfield Electrical Legend, Symbols, and Abbreviations
- 155. Airfield Electrical Site Plan
- 156. Airfield Electrical Demolition Plan
- 157. Airfield Electrical Site Plan
- 158. Airfield High Mast Lighting Plan
- 159. Airfield Electrical Details

- ii. Internal Coordination Meetings
- iii. Five (5) monthly coordination/review meetings to be held at one of the following locations: City of Waynesville City Hall, City of St. Robert City Hall or on base at FLW to be attended by two (2) members of the design team.
- iv. Coordination with agencies (FLW, Cities, utilities)
- v. Prepare and submit FAA 7460 and prepare Construction Safety and Phasing Plan (CSPP).
- vi. Energy Analysis per UFC criteria
- vii. Prepare Front-End Contract documents.
- viii. Prepare Project Technical Specifications.
- ix. Revise plan quantities and preliminary engineers' opinion of probable construction cost.
- x. Revise the preliminary construction schedule.
- xi. Perform Quality Control Reviews by independent senior level staff – Q1, Q2, Q4 and Q6.
- xii. Submit electronic copy of the 65% and 95% Contract Documents (Construction Plans and Project Manual) and Engineer's Design Report to Sponsor, FAA, MoDOT, and FLW DPW for review.
- xiii. After receipt of Sponsor, FAA, MoDOT, and FLW DPW comments, revise and submit a final 100%, sealed/signed electronic copy, to the Sponsor, MoDOT, FAA and the FLW DPW of the following documents:
  - 1. Construction Plans
  - 2. Contract Documents/Technical Specifications
  - 3. Engineer's Design Report

**c. Bidding Phase**

- i. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- ii. Attend and conduct the pre-bid meeting and record minutes.
- iii. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- iv. Consultant will provide Final Engineer's Estimate prior to Bid Opening.
- v. Consultant will attend Bid Opening by way of virtual meeting.
- vi. Tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

**d. Construction Phase Services**

These services can be added by Supplemental Agreement per Section (16) of this Agreement.

**D. Program Schedule:** Table A identifies the planned schedules to complete the Scope of Services for items identified in this Scope of Work.

**TABLE A – New Passenger Airport Terminal  
Schedule**

Item	Estimated Duration
<b>Item C.a:</b> <i>Preliminary Phase</i>	July 2023 — September 2023
<b>Item C.b:</b> <i>Design Phase</i>	September 2023 — February 2024
<b>Item C.c:</b> <i>Bidding Phase</i>	March 2024 – April 2024
<b>Item C.d:</b> <i>Construction Phase Services (Not included in this Agreement)</i>	2024 - 2025

**END OF SCOPE OF SERVICES**

## EXHIBIT IIA

### Landside – Terminal, Parking Lot, Entrance Road and Associated Utilities

#### FORT LEONARD WOOD DESIGN REQUIREMENTS Updated February 2022

#### Airside - Airfield Pavements and Airfield Electrical CURRENT FAA ADVISORY CIRCULARS (ACs) REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated June 7, 2023

View the most current versions of these ACs and any associated changes at [http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/) and [https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/).

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Structures Exposed to Aircraft Noise
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28G	Notices to Air Missions (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications



150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation

150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems

150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- <a href="http://www.modot.org/ecr/index.htm">http://www.modot.org/ecr/index.htm</a>

**EXHIBIT III**  
**SERVICES PROVIDED BY THE SPONSOR**

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

- A. Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's services under this Agreement.
- B. Provide full information as to Sponsor's requirements for the Project and assist Consultant by placing at Consultant's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Services.
- C. Furnish Consultant data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all which Consultant may rely upon in performing his services under this Agreement.
- D. Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Consultant and render in writing decisions pertaining thereto.
- E. Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
- F. Designate John Doyle, City of Waynesville City Administrator, as Sponsor's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Sponsor's policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement. The Sponsor's designated representative may be changed during the duration of this Agreement by written notice from the Sponsor Manager, or Sponsor Manager's designee, to Consultant.
- G. Give prompt written notice to Consultant whenever Sponsor observes or otherwise becomes aware of any defect in the Project.
- H. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- I. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
- J. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file regarding this project.
- K. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state, or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

- L. Issue Notice to Airmen (NOTAMs) through the applicable FAA Flight Service Station.
- M. Guidance for assembling bid package to meet Sponsor's bid letting requirements.

--- NEXT PAGE ---

**EXHIBIT IV**  
**DERIVATION OF CONSULTANT PROJECT COSTS**

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

AE Services: Design of New Airport Terminal & Associated Improvements  
 TERMINAL BUILDING, APRON, PARKING LOT, ENTRANCE ROAD AND UTILITIES  
 Waynesville-St. Robert Regional Airport  
 BASIC & SPECIAL SERVICES  
 June 14, 2023

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal in Charge	10.00	\$ 72.00	\$ 720.00	\$ -	\$ -
Program Manager	120.00	\$ 65.00	\$ 7,800.00	\$ -	\$ -
Project Manager	164.00	\$ 60.00	\$ 9,840.00	\$ -	\$ -
Design QC Associate	118.00	\$ 60.00	\$ 7,080.00	\$ -	\$ -
Sr. Civil Engineer	234.00	\$ 55.00	\$ 12,870.00	\$ -	\$ -
Staff Civil Engineer	320.00	\$ 45.00	\$ 14,400.00	\$ -	\$ -
Geotechnical Engineer	146.00	\$ 59.00	\$ 8,614.00	\$ -	\$ -
Senior Structural Engineer	79.00	\$ 59.00	\$ 4,661.00	\$ -	\$ -
Staff Structural Engineer	168.00	\$ 45.00	\$ 7,560.00	\$ -	\$ -
Senior Mechanical Engineer	478.00	\$ 59.00	\$ 28,202.00	\$ -	\$ -
Senior Fire Protection Engineer	94.00	\$ 59.00	\$ 5,546.00	\$ -	\$ -
Sr. Associate Electrical Engineer	159.00	\$ 59.00	\$ 9,381.00	\$ -	\$ -
Staff Electrical Engineer	214.00	\$ 45.00	\$ 9,630.00	\$ -	\$ -
Sr. Physical Security Specialist	121.00	\$ 55.00	\$ 6,655.00	\$ -	\$ -
Associate IT/Special Systems Designer	169.00	\$ 55.00	\$ 9,295.00	\$ -	\$ -
Sr. Aviation Planner	28.00	\$ 55.00	\$ 1,540.00	\$ -	\$ -
Cost Estimator	32.00	\$ 59.00	\$ 1,888.00	\$ -	\$ -
Sr. Technician	358.00	\$ 44.00	\$ 15,752.00	\$ -	\$ -
Staff Technician	703.00	\$ 34.00	\$ 23,902.00	\$ -	\$ -
Clerical	62.00	\$ 28.00	\$ 1,736.00	\$ -	\$ -
<b>Total Hours</b>	<b>3,827.00</b>				
<b>Total Direct Salary Costs</b>			<b>\$ 190,072.00</b>	<b>\$ -</b>	<b>\$ -</b>

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	240.27%	\$ 456,685.99			
b. Percentage of Direct Salary Cost: (Field Rate)	240.27%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	

3 SUBTOTAL

**Summary of Items No. 1 and No. 2 (a,b,c):** \$ 646,757.99 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 64,675.80 \$ - \$ -

5 SUBTOTAL

**Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee)** \$ 711,433.79 \$ - \$ -

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 AE Services: Design of New Airport Terminal & Associated Improvements  
 TERMINAL BUILDING, APRON, PARKING LOT, ENTRANCE ROAD AND UTILITIES  
 Waynesville-St. Robert Regional Airport  
 BASIC & SPECIAL SERVICES  
 June 14, 2023

6 OUT OF POCKET EXPENSES

<b>OFFICE</b>	No. of Units	Units	Cost/Unit				
Travel: Mileage	2,992.00	Miles	\$ 0.655	\$	1,959.76		
Food: Per Diem	34.00	Per Day	\$ 59.00	\$	2,006.00		
Lodging	16.00	Per Day	\$ 98.00	\$	1,568.00		
Plotting	890.00	Per Sheet	\$ 2.00	\$	1,780.00		
Printing: Dwgs	890.00	Per Sheet	\$ 1.68	\$	1,495.20		
Printing: Reports & Manuals	5,500.00	Per Page	\$ 0.12	\$	660.00		
Phone, Personal & Misc.	1,150.00	Each	\$ 1.00	\$	1,150.00		
<b>Subtotal</b>				\$	<b>10,618.96</b>	\$	- \$ -
<b>Summary of Out of Pocket Expenses: (Not to Exceed)</b>				\$	<b>10,618.96</b>	\$	- \$ -

7 SUBCONSULTANTS

Wellner Architects, Inc.	\$	-	\$	-	\$	427,859.45
SCI Engineering, Inc.	\$	-	\$	-	\$	140,398.25
Archer-Elgin Surveying and Engineering	\$	-	\$	-	\$	8,800.00
<b>Subtotal (Not to Exceed)</b>	\$	-	\$	-	\$	<b>577,057.70</b>

8 MAXIMUM TOTAL FEE

<b>Subtotal</b>	\$	<b>722,052.75</b>	\$	-	\$	<b>577,057.70</b>
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<b>TOTAL (Not to Exceed)</b>	\$					<b>1,299,110.00</b>
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EXHIBIT IV SUMMARY



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

EXHIBIT V SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 AE Services: Design of New Airport Terminal & Associated Improvements  
 TERMINAL BUILDING, APRON, PARKING LOT, ENTRANCE ROAD AND UTILITIES  
 Waynesville-St. Robert Regional Airport  
 BASIC & SPECIAL SERVICES  
 June 14, 2023

		Principal in Charge	Program Manager	Project Manager	Design QC Associate	Sr. Civil Engineer	Staff Civil Engineer	Geotechnical Engineer	Senior Structural Engineer	Staff Structural Engineer	Senior Mechanical Engineer	Senior Fire Protection Engineer	Sr. Associate Electrical Engineer	Staff Electrical Engineer	Sr. Physical Security Specialist	Associate IT/Special Systems Designer	Sr. Aviation Planner	Cost Estimator	Sr. Technician	Staff Technician	Clerical	Other Costs	
Gross Hourly Rates		\$ 269.49	\$ 243.29	\$ 224.58	\$ 224.58	\$ 205.86	\$ 168.43	\$ 220.84	\$ 220.84	\$ 168.43	\$ 220.84	\$ 220.84	\$ 220.84	\$ 168.43	\$ 205.86	\$ 205.86	\$ 205.86	\$ 220.84	\$ 164.69	\$ 127.26	\$ 104.80		
BASIC SERVICES																							
	1	Preliminary Phase																				Sum: (1, 2, 3, 4, & 5)	
			10.0	40.0	44.0	4.0	50.0	44.0	88.0	4.0	29.0	29.0	13.0	29.0	13.0	13.0	29.0	16.0	8.0	18.0	0.0	14.0	
Total =		\$ 222,007.68	\$ 2,694.94	\$ 9,731.72	\$ 9,881.44	\$ 898.31	\$ 10,293.17	\$ 7,411.08	\$ 19,433.50	\$ 883.34	\$ 4,884.58	\$ 6,404.22	\$ 2,870.86	\$ 6,404.22	\$ 2,189.64	\$ 2,676.22	\$ 5,970.04	\$ 3,293.81	\$ 1,766.68	\$ 2,964.43	\$ -	\$ 1,467.24	\$ 119,888.23
	2	Design Phase																				Sum: (1, 2, 3, 4, & 5)	
			0.0	59.0	87.0	114.0	173.0	276.0	58.0	75.0	135.0	445.0	77.0	126.0	197.0	105.0	137.0	0.0	24.0	340.0	703.0	42.0	
Total =		\$ 887,793.15	\$ -	\$ 14,354.29	\$ 19,538.30	\$ 25,601.91	\$ 35,614.36	\$ 46,487.69	\$ 12,808.44	\$ 16,562.64	\$ 22,738.54	\$ 98,271.68	\$ 17,004.31	\$ 27,825.24	\$ 33,181.43	\$ 21,615.65	\$ 28,203.28	\$ -	\$ 5,300.05	\$ 55,994.83	\$ 89,464.47	\$ 4,401.73	\$ 301,595.39
	3	Bidding Phase																				Sum: (1, 2, 3, 4, & 5)	
			0.0	21.0	33.0	0.0	11.0	0.0	0.0	0.0	4.0	4.0	4.0	4.0	4.0	3.0	3.0	12.0	0.0	0.0	0.0	6.0	
Total =		\$ 40,111.37	\$ -	\$ 5,109.15	\$ 7,411.08	\$ -	\$ 2,264.50	\$ -	\$ -	\$ -	\$ 673.73	\$ 883.34	\$ 883.34	\$ 883.34	\$ 673.73	\$ 617.59	\$ 617.59	\$ 2,470.36	\$ -	\$ -	\$ -	\$ 628.82	\$ 16,994.79
<b>PART A SUBTOTAL</b>		<b>\$ 1,149,912.20</b>																					
SPECIAL SERVICES																							
	1	Subsurface Investigation/Geophysical Investigation																				Sum: (1, 2, 3, 4, & 5)	
			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total =		\$ 140,398.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,398.25
	2	Topographic Survey																				Sum: (1, 2, 3, 4, & 5)	
			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total =		\$ 8,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,800.00
<b>PART B SUBTOTAL</b>		<b>\$ 149,198.25</b>																					
<b>PART A &amp; PART B TOTAL</b>		<b>\$ 1,299,110.00</b>																					

(1) Mileage, Motel & Meals  
 (2) Equipment, Materials & Supplies  
 (3) Computer Services  
 (4) Vendor Services

Note: Subconsultant Costs (as used) are identified as a Special Services Task.

**EXHIBIT VI**  
**PERFORMANCE SCHEDULE**

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

- A. Table A identifies the planned schedule to complete the Scope of Services for items identified in this Scope of Work.

**TABLE A – New Passenger Airport Terminal  
Schedule**

Item	Estimated Duration
<b>Item C.a:</b> <i>Preliminary Phase</i>	July 2023 — September 2023
<b>Item C.b:</b> <i>Design Phase</i>	September 2023 — February 2024
<b>Item C.c:</b> <i>Bidding Phase</i>	March 2024 – April 2024
<b>Item C.d:</b> <i>Construction Phase Services (Not Included in this Agreement)</i>	2024 - 2025

**AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR  
OF THE CITY OF WAYNESVILLE TO EXECUTE A STATE BLOCK GRANT AGREEMENT  
BETWEEN THE CITY OF WAYNESVILLE, CITY OF ST. ROBERT  
AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION;  
FIXING AN EFFECTIVE DATE**

**WHEREAS**, the parties desire to enter into a State Block Grant Agreement for pavement maintenance of T-Hanger, Taxilanes, Apron, Parking lot and Entrance Road.

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

**Section 1.** The Mayor and/or City Administrator is hereby authorized to execute, on behalf of the City of Waynesville, Missouri, Exhibit "A", an agreement with the City of St. Robert and the Missouri Highways and Transportation Commission to provide financial assistance in the amount of \$56, 810 for eligible preliminary project costs and/or land/easement acquisition.

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

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

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20<sup>th</sup> DAY OF JULY, 2023.**

\_\_\_\_\_  
Sean A. Wilson, Mayor

ATTEST:

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

CCO FORM: MO04  
Approved: 03/91 (KR)  
Revised: 02/23 (MWH)  
Modified:

Sponsor: Cities of Waynesville & St. Robert  
Project No.: 23-057B-1  
Airport Name: Waynesville-St Robert Regional at  
Forney Field

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

## **STATE BLOCK GRANT AGREEMENT**

### **SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION**

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

### **SECTION II - STANDARD AGREEMENT ITEMS**

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. LAW OF MISSOURI TO GOVERN
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION
26. HOLD HARMLESS
27. NOTIFICATION OF CHANGE
28. DURATION OF GRANT OBLIGATIONS
29. AMENDMENTS
30. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
31. ASSIGNMENT
32. BANKRUPTCY
33. COMMISSION REPRESENTATIVE
34. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
35. BAN ON TEXTING WHILE DRIVING
36. TRAFFICKING IN PERSONS
37. SUSPENSION OR DEBARMENT

- 38. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
- 39. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
- 40. EMPLOYEE PROTECTION FROM REPRISALS

SECTION III – PLANNING

- 41. AIRPORT LAYOUT PLAN
- 42. AIRPORT PROPERTY MAP
- 43. ENVIRONMENTAL IMPACT EVALUATION
- 44. EXHIBIT "A" PROPERTY MAP
- 45. SOLID WASTE RECYCLING PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 46. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 47. ENGINEER'S DESIGN REPORT
- 48. GEOMETRIC DESIGN CRITERIA
- 49. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI – SPECIAL CONDITIONS

- 50. SPECIAL CONDITIONS

SECTION VII – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

Sponsor: Cities of Waynesville & St. Robert  
Project No.: 23-057B-1  
Airport Name: Waynesville-St Robert Regional at Forney Field

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the Cities of Waynesville and St. Robert (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code (hereinafter, "USC") Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Pavement Maintenance of T-Hangar, Taxilanes, Apron, Parking Lot and Entrance Road;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to June 30, 2025. The Commission's assistant chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor

shall provide satisfactory evidence of title to all existing airport property and aviation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Fifty Six Thousand Eight Hundred Ten Dollars (\$56,810) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Two Thousand Nine Hundred Ninety Dollars (\$2,990).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before July 15, 2023, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC § 47109 and the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.



(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure that the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws, statutes, regulations, and policies and procedures of the USDOT Secretary. Per 2 Code of Federal Regulations (hereinafter, "CFR") § 200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Agreement and any subgrants thereto that exceed three months and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to any subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (13)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement

shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, current FAA Advisory Circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and current FAA Order 5190.6 entitled "FAA Airport Compliance Manual", and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations

must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions.

Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (17) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant

funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(25) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(26) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(27) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage, Administrator of Aviation  
Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 526-5571  
(573) 526-4709 FAX  
email: [kyle.lepage@modot.mo.gov](mailto:kyle.lepage@modot.mo.gov)

Sponsor: John Doyle  
City Administrator  
City of Waynesville  
601 Historic 66 W.  
Waynesville, MO 65583  
(573) 774-6171  
(573) 774-5647 FAX  
email: [john.doyle@waynesvillemo.org](mailto:john.doyle@waynesvillemo.org)

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(28) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. Paragraph (28) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(30) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than One Hundred Thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing One Hundred Thousand Dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(31) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any

interest in this Agreement without the prior written consent of the Commission.

(32) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(33) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(34) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(35) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(36) TRAFFICKING IN PERSONS:

(A) The Commission may unilaterally terminate this Agreement, without penalty, if the Sponsor or a subcontractor that is a private entity:

1. Is determined to have:

a. Engaged in severe forms of trafficking in persons during the period of time that this Agreement and any subgrants entered into pursuant to this Agreement are in effect;



b. Procured a commercial sex act during the period of time that this Agreement, including any subgrants entered into pursuant to this Agreement, are in effect; or

c. Used forced labor in the performance of this Agreement, including any subgrants entered into pursuant to this Agreement; or

2. Has an employee who is determined by the Commission official authorized to terminate the Agreement to have violated a prohibition in paragraph (36)(A)1.a. above through conduct that is either associated with performance under this Agreement or imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

(B) The Sponsor must notify the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in Paragraph (36)(A)1 of this Agreement, including subgrants entered into pursuant to this Agreement.

(C) The Commission's right to terminate unilaterally that is described in Paragraph (36)(A)1 of this Agreement:

1. Implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission under this Agreement.

(D) The Sponsor shall include the requirements of Paragraph (36)(A)1 of this Agreement in any subgrant entered into pursuant to this Agreement.

(37) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(38) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (hereinafter, "UEI") means a twelve character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(39) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(40) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with Title 41 USC § 4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (40)(B) information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) Persons and Bodies Covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;

3. The Government Accountability Office;
4. A federal office or employee responsible for oversight of a grant program;
5. A court or grand jury;
6. A management office of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (40)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(E) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC § 4712(b).

(F) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC § 4712(c).

(41) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(42) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(43) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(44) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on November 16, 2017, is incorporated herein by reference.

(45) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by Title 49 United States Code Section 47106(a)(6).

(46) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor

unless approved by the Commission and the FAA.

(47) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(48) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(49) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(50) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement.

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the Certification Regarding Lobbying required by the FAA. This requirement affects grants or portions of a grant exceeding one hundred

thousand dollars (\$100,000).

(B) Buy American Requirements: Unless otherwise approved in advance by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every subgrant funded by this Agreement. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved ALP.

(D) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(E) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds Two Hundred Fifty Thousand Dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(F) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to, and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri’s prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors’ work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor, or the USDOT. The Commission and the Sponsor will

maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(G) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(H) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Agreement until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(I) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

(J) Revenue Producing Project: The Sponsor agrees and understands that the Sponsor has certified to the Commission that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees not to seek AIP discretionary grant funds or priority grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Agreement is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Airport Sponsor Grant Assurances, 49 USC § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

*[Remainder of Page Intentionally Left Blank]*



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

Executed by Sponsor on \_\_\_\_\_(date).

Executed by MHTC on \_\_\_\_\_(date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**SPONSOR: CITY OF WAYNESVILLE**

\_\_\_\_\_

By\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

By\_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

**CO-SPONSOR: CITY OF ST. ROBERT**

By\_\_\_\_\_

Title \_\_\_\_\_

Attest:

By\_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**SPONSOR-CITY OF WAYNESVILLE**

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

CERTIFICATE OF CO-SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**CO-SPONSOR-CITY OF ST. ROBERT**

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

**EXHIBIT 1**  
**ASSURANCES**  
**AIRPORT SPONSORS**

**A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

- a. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

- b. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

- c. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**FEDERAL LEGISLATION**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>

- f. Executive Order 12898 – Environmental Justice

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in



accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft

with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this



advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.
  - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a

lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Application Date].

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## BOARD OF ADJUSTMENTS SUMMARY

July 5, 2023

**In Attendance:**

**Board Members:** Jerome Gordon, Clinton Jarret, Mike Dunbar, Kris York, Jason Baker

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

**Guests:** Mark Rowden

1. **Roll Call-** Meeting called to order at 5:00 p.m. A quorum was present.
2. **Public Hearing- Variance Applications-** Public Hearing was opened at 5:00 p.m. The purpose of the hearing is to consider variance requests for setback requirements within the City of Waynesville to allow the overhang of the homes located at 115, 117, 121, 123, 125, and 127 Sierra Circle to encroach on the minimum yard depth of 25 feet. Nathan Carmon stated that the overhang is just the soffit and fascia encroaching toward the setback, it is not the structure. Clinton Jarrett asked if the road was put in before the houses. Nathan Carmon stated no it was not. Clinton Jarrett made a motion to grant the variance requests for 115, 117, 121, 123, 125, and 127 Sierra Circle. Jerome Gordon seconded the motion. All in favor. Motion passed.

With no further business, Public Hearing was adjourned at 5:05 p.m.



July 18, 2023

To: Waynesville City Council  
From: City Administrator John Doyle

**Re: City Administrator's Report – July 2023**

**Grant Updates:**

- State Aviation Trust Fund Air Service Grant – Project No. AIR 246-057B-1
  - Air Service Marketing and Promotion
  - Grant Amount = \$70,000
  - Grant Match Requirement = 10%

**Project Updates**

- Dollar General – Construction Progress
  - Exterior
    - Exterior Metal and Siding
    - Exterior Brick/Masonry
    - Poured Concrete Parking Area
    - Signage Permits
      - Raceway Signage (attached to building)
      - Pole Mounted Sign
    - Rough Site Grading
  - Interior
    - Lighting
    - Shelving
    - Coolers
    - Painting
  - Utility Services
    - Electric
    - Natural Gas
    - Water
    - Sanitary Sewer
  - Projected Opening Date - Mid-August 2023





#### **Proposition A - Recreational Marijuana Tax – August 8, 2023**

- The City of Waynesville will be placing Proposition A on the ballot during the August 8<sup>th</sup>, 2023, election.
- The proposition will impose a city sales tax of three percent (3%) on the sales of adult use marijuana sold at retail.

#### **Upcoming Events**

- Old Settlers Day - July 27 - 30

# City of Waynesville Cash Flow Sheet

Security Bank Pulaski County

As of 7/5/2023

TOTAL CASH IN BANK

\$6,207,894.98

Name & Acct Type	Account #	GL#	BALANCE
Consolidated Checking (restricted)	806	100-10-1045	\$275,330.70
		200-20-1045	
		300-30-1045	
		500-50-1045	
		600-60-1045	
		700-70-1045	
		800-80-1045	
General	849	100-10-1030	\$430,350.44
		200-20-1030	
		200-20-1034	
		200-20-1036	
		300-30-1030	
		300-30-1032	
Utility	822	500-50-1030	\$1,455,186.56
		600-60-1030	
		700-70-1030	
		800-80-1030	
Meter (restricted)	792	500-50-1035	\$893,695.58
Park Acquisition (restricted)	566	200-20-1028	\$25,284.96
General Savings	919	100-10-1010	\$1,297,949.39
Utility Savings	214	500-50-1001	\$887,342.24
American Rescue Plan Funds	801	100-10-1052	\$942,755.11
General Certificate of Deposit		100-10-1100	\$0.00
TOTAL RESTRICTED			\$2,137,066.35
TOTAL SAVINGS/RESERVES			\$2,185,291.63
TOTAL CD's			\$0.00
<b>TOTAL UNRESTRICTED- AVAILABLE FUNDS</b>			<b>\$1,885,537.00</b>

PREPARED BY:

Amber Box, Finance Officer



ONE-LINER BUDGET SUMMARY  
JUNE 2022

DEPARTMENT	2023 BUDGET	MTD	YTD	UNREALIZED	PERCENT
<b>REVENUES</b>					
CITY HALL	\$ 3,124,580.00	\$ 130,995.41	\$ 1,595,091.14	\$ 1,529,488.86	51%
POLICE	\$ 130,500.00	\$ 19,339.06	\$ 50,630.05	\$ 79,869.95	39%
STREETS & TRANSPORTATION	\$ 1,854,000.00	\$ 531,134.79	\$ 969,113.26	\$ 884,886.74	52%
AIRPORT	\$ 940,990.00	\$ 207,383.44	\$ 498,003.88	\$ 442,986.12	53%
BUILDING DEPT	\$ 285,000.00	\$ 34,195.01	\$ 187,499.76	\$ 97,500.24	66%
ANIMAL SHELTER	\$ 252,250.00	\$ 9,954.67	\$ 110,361.10	\$ 141,888.90	44%
C. I. D.	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	0%
PARK	\$ 583,800.00	\$ 63,790.82	\$ 306,863.81	\$ 276,936.19	53%
SPORTS PROGRAM	\$ 30,000.00	\$ 30,709.10	\$ 30,709.10	\$ (709.10)	102%
ELECTRIC	\$ 7,655,500.00	\$ 1,304,462.16	\$ 4,493,643.53	\$ 3,161,856.47	59%
WATER	\$ 1,497,500.00	\$ 217,005.55	\$ 748,896.18	\$ 748,603.82	50%
SEWER	\$ 1,640,000.00	\$ 278,126.44	\$ 921,460.79	\$ 718,539.21	56%
PLANT	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0%
GARBAGE	\$ 480,000.00	\$ 51,420.44	\$ 306,534.03	\$ 173,465.97	64%
NATURAL GAS	\$ 1,639,000.00	\$ 104,859.41	\$ 1,143,724.71	\$ 495,275.29	70%
<b>TOTAL REVENUES</b>	<b>\$ 20,175,120.00</b>	<b>\$ 2,983,376.30</b>	<b>\$ 11,362,531.34</b>	<b>\$ 8,812,588.66</b>	<b>56%</b>
<b>EXPENSES</b>					
CITY HALL	\$ 2,187,790.00	\$ 213,560.51	\$ 1,230,265.92	\$ 957,524.08	56%
POLICE	\$ 1,025,000.00	\$ 140,965.92	\$ 539,573.87	\$ 485,426.13	53%
COURT	\$ 117,760.00	\$ 12,832.86	\$ 62,595.97	\$ 55,164.03	53%
STREET	\$ 1,712,800.00	\$ 455,260.73	\$ 833,641.71	\$ 879,158.29	49%
AIRPORT	\$ 1,205,385.00	\$ 90,581.64	\$ 411,321.53	\$ 794,063.47	34%
FIRE PROTECTION	\$ 285,000.00	\$ -	\$ 102,000.00	\$ 183,000.00	36%
BUILDING DEPT	\$ 327,700.00	\$ 36,728.62	\$ 180,038.51	\$ 147,661.49	55%
ANIMAL SHELTER	\$ 435,800.00	\$ 42,345.71	\$ 240,946.14	\$ 194,853.86	55%
PARK	\$ 322,220.00	\$ 33,459.21	\$ 246,285.56	\$ 75,934.44	76%
SPORTS PROGRAM	\$ 35,000.00	\$ 2,061.51	\$ 9,448.91	\$ 25,551.09	27%
ELECTRIC	\$ 7,584,200.00	\$ 721,629.79	\$ 4,879,400.01	\$ 2,704,799.99	64%
WATER	\$ 1,194,350.00	\$ 126,077.43	\$ 738,923.25	\$ 455,426.75	62%
SEWER	\$ 1,013,000.00	\$ 130,373.00	\$ 662,411.58	\$ 350,588.42	65%
PLANT	\$ 568,400.00	\$ 84,840.07	\$ 304,055.24	\$ 264,344.76	53%
GARBAGE	\$ 480,000.00	\$ 48,897.69	\$ 305,213.43	\$ 174,786.57	64%
NATURAL GAS	\$ 1,602,880.00	\$ 137,084.54	\$ 1,209,369.94	\$ 393,510.06	75%
<b>TOTAL EXPENSES</b>	<b>\$ 20,097,285.00</b>	<b>\$ 2,276,699.23</b>	<b>\$ 11,955,491.57</b>	<b>\$ 8,141,793.43</b>	<b>59%</b>
Total Revenue Year to Date		(+)	\$ 11,362,531.34	OUTSTANDING REVENUE	
Total Expense Year to Date		(-)	\$ 11,955,491.57	AIRPORT/SPORTS	\$ -
Net Revenue Over or (Under)			\$ (592,960.23)	COP REIMB.	\$ -
Total outstanding revenue for Grants & Draws (Pending)		(+)	\$ -	GRANT REIMB.	\$ -
<b>OVER/(LOSS) REVENUES OVER EXPENSES YTD</b>			<b>\$ (592,960.23)</b>	ARPA REIMB.	\$ -
<b>PREPARED BY:</b>	<b>Amber Box, Finance Officer</b>				

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF FISCAL YTD BALANCE	50.0% PERCENT DIFFERENCE	DIFFERENCE
GENERAL FUND						
CITY HALL DEPARTMENT						
100-11-4011	TAXES PD FROM CO	430,000.00	2,814.86	250,212.08	58.19	179,787.92
100-11-4026	GROSS RECEIPTS BUS. TAX	40,000.00	1,871.00	28,736.74	71.84	11,263.26
100-11-4034	SALES TAX	600,000.00		265,125.12	44.19	334,874.88
100-11-4035	ADMIN RECAPTURE FEE - SEWER	47,580.00	3,965.00	23,790.00	50.00	23,790.00
100-11-4036	DEPT TRANSFER FROM SEWER	111,020.00	9,251.67	55,510.02	50.00	55,509.98
100-11-4037	ADMIN RECAPTURE FEE ELEC	222,045.00	18,503.75	111,025.50	50.00	111,019.50
100-11-4038	DEPT TRANSFERS FROM ELECTRIC	518,105.00	43,175.42	259,052.52	50.00	259,052.48
100-11-4039	ADMIN RECAPTURE FEE - GAS	47,544.00	3,962.00	23,772.00	50.00	23,772.00
100-11-4040	DEPT TRANSFERS FROM WATER	101,045.00	8,420.42	50,522.52	50.00	50,522.48
100-11-4041	ADMIN RECAPTURE - WATER	43,305.00	3,608.75	21,652.50	50.00	21,652.50
100-11-4042	CEMETERY LOT SALES	2,000.00	900.00	1,800.00	90.00	200.00
100-11-4045	DEPT TRANSFER FROM GAS	110,936.00	9,244.67	55,468.02	50.00	55,467.98
100-11-4049	ADDITIONAL FEES	10,000.00	619.20	14,098.10	140.98	4,098.10-
100-11-4050	MERCHANT LICENSE	15,000.00	750.00	14,895.00	99.30	105.00
100-11-4051	ABATEMENTS	3,000.00				3,000.00
100-11-4052	ADMIN RECAPTURE FEE - TRASH	14,400.00	1,200.00	7,200.00	50.00	7,200.00
100-11-4053	DEPT TRANSFER - TRASH	33,600.00	2,800.00	16,800.00	50.00	16,800.00
100-11-4510	INTEREST INCOME	18,000.00		24,558.89	136.44	6,558.89-
100-11-4845	STREET RECAPTURE	500.00				500.00
100-11-4919	OTC RENTAL LEASE	484,000.00		336,859.38	69.60	147,140.62
100-11-4920	MISCELLANEOUS INCOME	45,000.00	555.34	1,144.76	2.54	43,855.24
100-11-4921	MISC-RENTALS	12,500.00	1,280.00	7,680.00	61.44	4,820.00
100-11-4931	AMERICAN RESCUE PLAN			7,114.66		7,114.66-
100-11-4932	PROCEEDS FROM ARPA FUND	215,000.00				215,000.00
100-11-4950	SUBDIVISION IMP. PROGRAM		18,073.33	18,073.33		18,073.33-
	<b>CITY HALL TOTAL</b>	<b>3,124,580.00</b>	<b>130,995.41</b>	<b>1,595,091.14</b>	<b>51.05</b>	<b>1,529,488.86</b>
POLICE DEPARTMENT						
100-12-4410	POLICE FINES	75,000.00	4,324.10	25,249.62	33.67	49,750.38
100-12-4920	MISCELLANEOUS INCOME	500.00	90.00	6,407.35	1,281.47	5,907.35-
100-12-4930	PROCEEDS FROM GRANT	15,000.00	14,924.96	18,973.08	126.49	3,973.08-
100-12-4932	PROCEEDS FROM ARPA FUND	40,000.00				40,000.00
	<b>POLICE TOTAL</b>	<b>130,500.00</b>	<b>19,339.06</b>	<b>50,630.05</b>	<b>38.80</b>	<b>79,869.95</b>
STREET DEPARTMENT						
100-14-4021	GRANT INCOME	500,000.00				500,000.00
100-14-4022	DEPARTMENT TRANSFERS IN	185,000.00	15,416.66	92,499.96	50.00	92,500.04
100-14-4023	FUNDS FROM RESERVES	24,000.00		24,000.00	100.00	
100-14-4028	GAS TAX	125,000.00	15,762.88	90,821.76	72.66	34,178.24
100-14-4030	MOTOR VEHICLE TAX	60,000.00	6,730.74	41,138.83	68.56	18,861.17
100-14-4043	CITY USE TAX	200,000.00	89,047.48	188,417.82	94.21	11,582.18
100-14-4510	TRANSPORTATION TAX INCOME	260,000.00	33,517.45	153,484.96	59.03	106,515.04
100-14-4920	MISCELLANEOUS INCOME		1,000.00	5,903.00		5,903.00-

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
100-14-4930	PROCEEDS FROM LOANS	350,000.00	360,622.91	360,622.91	103.04	10,622.91-
100-14-4950	SUBDIVISION IMP. PROGRAM	150,000.00	9,036.67	12,224.02	8.15	137,775.98
	<b>STREET TOTAL</b>	<b>1,854,000.00</b>	<b>531,134.79</b>	<b>969,113.26</b>	<b>52.27</b>	<b>884,886.74</b>
<b>AIRPORT DEPARTMENT</b>						
100-16-4058	INCOME FROM ST. ROBERT	60,000.00	154,507.60	154,507.60	257.51	94,507.60-
100-16-4060	FUEL SALES	350,000.00	43,835.84	191,627.32	54.75	158,372.68
100-16-4920	MISCELLANEOUS INCOME	10,000.00		7,272.96	72.73	2,727.04
100-16-4930	PROCEEDS FROM GRANT	505,990.00	8,290.00	135,971.00	26.87	370,019.00
100-16-4963	HANGER RENTAL FEES	15,000.00	750.00	8,625.00	57.50	6,375.00
	<b>AIRPORT TOTAL</b>	<b>940,990.00</b>	<b>207,383.44</b>	<b>498,003.88</b>	<b>52.92</b>	<b>442,986.12</b>
<b>BUILDING DEPARTMENT</b>						
100-18-4320	BUILDING PERMITS	20,000.00	3,075.00	42,775.70	213.88	22,775.70-
100-18-4321	DEPARTMENT TRANSFERS IN	265,000.00	22,083.34	132,500.04	50.00	132,499.96
100-18-4950	SUBDIVISION IMP. PROGRAM		9,036.67	12,224.02		12,224.02-
	<b>BUILDING TOTAL</b>	<b>285,000.00</b>	<b>34,195.01</b>	<b>187,499.76</b>	<b>65.79</b>	<b>97,500.24</b>
<b>ANIMAL SHELTER DEPARTMENT</b>						
100-19-4023	FUNDS FROM RESERVES	40,000.00		40,000.00	100.00	
100-19-4410	ANIMAL SHELTER FINES	250.00				250.00
100-19-4910	ANIMAL SHELTER FEES	30,000.00	2,630.00	12,920.81	43.07	17,079.19
100-19-4911	ANIMAL SHELTER-ST. ROBERT/FLW	113,000.00	7,041.67	49,375.02	43.69	63,624.98
100-19-4920	ANIMAL SHELTER-DONATIONS	15,000.00	2,597.00-	5,185.27	34.57	9,814.73
100-19-4930	PROCEEDS FROM GRANT	4,000.00	2,880.00	2,880.00	72.00	1,120.00
100-19-4932	PROCEEDS FROM ARPA FUND	50,000.00				50,000.00
	<b>ANIMAL SHELTER TOTAL</b>	<b>252,250.00</b>	<b>9,954.67</b>	<b>110,361.10</b>	<b>43.75</b>	<b>141,888.90</b>
<b>TRANSFERS DEPARTMENT</b>						
	<b>TOTAL REVENUE</b>	<b>6,587,320.00</b>	<b>933,002.38</b>	<b>3,410,699.19</b>	<b>51.78</b>	<b>3,176,620.81</b>
<b>CITY HALL DEPARTMENT</b>						
100-11-6010	SALARIES	535,500.00	65,807.73	286,595.97	53.52	248,904.03
100-11-6020	PAYROLL TAXES	42,840.00	4,942.50	21,406.52	49.97	21,433.48
100-11-6030	HEALTH INSURANCE	88,200.00	8,567.77	51,115.37	57.95	37,084.63
100-11-6040	LAGERS	107,100.00	8,071.22	60,890.86	56.85	46,209.14
100-11-6050	UNEMPLOYMENT WAGES	3,000.00				3,000.00
100-11-6070	UNIFORMS	3,300.00	22.00	3,370.00	102.12	70.00-
100-11-6120	SHARED SUPPLIES	18,000.00	1,289.48	7,980.25	44.33	10,019.75
100-11-6140	SCHOOL CHANNEL 12 SUPPORT	7,500.00		2,215.44	29.54	5,284.56
100-11-6170	PRINTING & PUBLICATION	1,000.00		657.00	65.70	343.00

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	6/2023	PCT OF FISCAL YTD		50.0%
		6/2023	6/2023	PTD	YTD	PERCENT	DIFFERENCE
		TOTAL	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
100-11-6182	MAINTENANCE & OPERATIONS	9,000.00		1,197.64	4,715.87	52.40	4,284.13
100-11-6210	LEGAL FEES	10,000.00		17,142.50	42,057.47	420.57	32,057.47
100-11-6220	AUDIT EXPENSE	2,000.00			1,846.18	92.31	153.82
100-11-6240	ELECTION EXPENSE	3,000.00		10,343.14	12,045.20	401.51	9,045.20
100-11-6260	DUES & MEMBERSHIPS	7,000.00			4,377.78	62.54	2,622.22
100-11-6270	CHAMBER OF COMMERCE	2,500.00			793.10	31.72	1,706.90
100-11-6305	ECONOMIC DEVELOPMENT	110,000.00		1,885.99	46,071.60	41.88	63,928.40
100-11-6310	INSURANCE	90,000.00		86,942.25	87,327.25	97.03	2,672.75
100-11-6320	TRAINING/TRAVEL/MILEAGE	10,000.00		385.26	1,716.95	17.17	8,283.05
100-11-6330	RECORDING FEE	300.00		169.00	322.00	107.33	22.00
100-11-6370	EMPLOYEE PROGRAMS	1,000.00		18.83	822.70	82.27	177.30
100-11-6510	UTILITIES	1,200.00		75.00	587.68	48.97	612.32
100-11-6520	PHONE/FAX/INTERNET	16,000.00		1,176.96	6,932.94	43.33	9,067.06
100-11-6560	COPY MACHINE	1,750.00		30.39	455.83	26.05	1,294.17
100-11-6630	CONTRACT WORK	45,000.00		76.84	20,000.83	44.45	24,999.17
100-11-6710	GAS, OIL & TIRES	2,000.00		31.90	508.48	25.42	1,491.52
100-11-6800	MISCELLANEOUS	20,000.00		139.75	2,233.83	11.17	17,766.17
100-11-6805	CONTINGENCY FUND	25,000.00					25,000.00
100-11-6810	LEASE PAYMENTS	747,000.00		2,232.24	525,895.64	70.40	221,104.36
100-11-6820	MAYOR	3,600.00		403.60	2,203.60	61.21	1,396.40
100-11-6830	FIXED ASSETS	85,000.00		813.08	7,701.40	9.06	77,298.60
100-11-6835	OFFICE EQUIPMENT	10,000.00			1,942.57	19.43	8,057.43
100-11-6836	IT EXPENSES	25,000.00			22,548.35	90.19	2,451.65
100-11-6935	CODIFICATION	3,500.00		1,700.00	2,545.00	72.71	955.00
100-11-6950	POSTAGE	1,000.00		95.44	258.26	25.83	741.74
100-11-7000	DRUG TESTING	500.00			124.00	24.80	376.00
100-11-7001	AMERICAN RESCUE PLAN	100,000.00					100,000.00
100-11-7021	FUNDS TO RESERVES	50,000.00					50,000.00
	<b>CITY HALL TOTAL</b>	<b>2,187,790.00</b>		<b>213,560.51</b>	<b>1,230,265.92</b>	<b>56.23</b>	<b>957,524.08</b>

POLICE DEPARTMENT

100-12-6010	SALARIES	570,000.00		61,880.81	269,539.94	47.29	300,460.06
100-12-6020	PAYROLL TAXES	45,600.00		4,691.70	20,312.64	44.55	25,287.36
100-12-6030	HEALTH INSURANCE	100,000.00		7,681.93	48,832.87	48.83	51,167.13
100-12-6040	LAGERS	96,000.00		7,160.35	57,383.53	59.77	38,616.47
100-12-6120	SUPPLIES	3,000.00		222.25	3,956.53	131.88	956.53
100-12-6170	PRINTING & PUBLICATION	1,200.00			376.31	31.36	823.69
100-12-6182	MAINTENANCE & OPERATIONS	7,000.00		50.15	1,055.48	15.08	5,944.52
100-12-6210	LEGAL	5,000.00					5,000.00
100-12-6220	AUDIT EXPENSE	2,000.00			1,846.15	92.31	153.85
100-12-6260	DUES & MEMBERSHIPS	1,500.00			350.00	23.33	1,150.00
100-12-6310	INSURANCE	40,000.00		38,255.03	38,255.03	95.64	1,744.97
100-12-6320	TRAINING/TRAVEL/MILEAGE	8,000.00		142.80	6,237.86	77.97	1,762.14
100-12-6370	EMPLOYEE PROGRAMS	1,000.00		18.82	48.03	4.80	951.97
100-12-6440	MOTOR EQUIPMENT M & R	18,000.00		604.26	8,226.33	45.70	9,773.67
100-12-6520	PHONE/FAX/INTERNET	7,500.00		568.08	3,512.76	46.84	3,987.24
100-12-6550	UNIFORMS & EQUIPMENT	12,000.00			11,759.73	98.00	240.27
100-12-6560	COPY MACHINE	2,500.00		439.38	1,234.55	49.38	1,265.45
100-12-6630	CONTRACT WORK	20,000.00		212.40	9,851.80	49.26	10,148.20



ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	6/2023	PCT OF FISCAL YTD		50.0%
		TOTAL	BUDGET	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET		BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
100-12-6631	JOINT EMER/OPERATIONS	39,000.00					39,000.00
100-12-6710	GAS, OIL & TIRES	3,000.00		3,619.11	18,156.67	605.22	15,156.67-
100-12-6800	MISCELLANEOUS EXPENSE			17.77	189.34		189.34-
100-12-6810	LEASE PAYMENTS			2,373.18	6,629.36		6,629.36-
100-12-6830	FIXED ASSET	20,000.00		11,235.53	11,235.53	56.18	8,764.47
100-12-6835	OFFICE EQUIPMENT	2,000.00					2,000.00
100-12-6880	K-9 EXPENSES	3,000.00		1,990.66	16,111.61	537.05	13,111.61-
100-12-6925	911 COMMUNICATIONS	17,000.00			4,230.00	24.88	12,770.00
100-12-6950	POSTAGE	700.00		87.31	216.82	30.97	483.18
100-12-7000	DRUG TESTING				25.00		25.00-
POLICE TOTAL		1,025,000.00		140,965.92	539,573.87	52.64	485,426.13
COURT DEPARTMENT							
100-13-6010	SALARIES	54,600.00		6,312.00	27,352.00	50.10	27,248.00
100-13-6020	PAYROLL TAXES	4,370.00		482.88	2,092.48	47.88	2,277.52
100-13-6030	HEALTH INSURANCE	8,820.00		954.20	5,725.20	64.91	3,094.80
100-13-6040	LAGERS	10,920.00		845.81	6,925.43	63.42	3,994.57
100-13-6120	SHARED SUPPLIES	200.00			352.90	176.45	152.90-
100-13-6130	OFFICE SUPPLIES	500.00		455.95	624.98	125.00	124.98-
100-13-6182	MAINTENANCE & OPERATIONS	100.00		50.13	50.13	50.13	49.87
100-13-6220	AUDIT EXPENSE	2,000.00			1,846.15	92.31	153.85
100-13-6260	DUES & MEMBERSHIPS	300.00					300.00
100-13-6320	TRAINING/TRAVEL/MILEAGE	1,100.00		222.48	741.42	67.40	358.58
100-13-6370	EMPLOYEE PROGRAMS	500.00		18.82	48.09	9.62	451.91
100-13-6420	EQUIPMENT M & R	200.00					200.00
100-13-6560	COPY MACHINE	900.00		30.39	371.60	41.29	528.40
100-13-6630	CONTRACT WORK	31,000.00		2,542.00	15,252.00	49.20	15,748.00
100-13-6800	MISCELLANEOUS	350.00		17.77	158.66	45.33	191.34
100-13-6830	FIXED ASSETS	1,500.00		813.12	813.12	54.21	686.88
100-13-6950	POSTAGE	400.00		87.31	216.81	54.20	183.19
100-13-7000	DRUG TESTING				25.00		25.00-
COURT TOTAL		117,760.00		12,832.86	62,595.97	53.16	55,164.03
STREET DEPARTMENT							
100-14-6010	SALARIES	150,000.00		16,837.36	65,950.69	43.97	84,049.31
100-14-6020	PAYROLL TAXES	12,000.00		1,275.88	4,984.05	41.53	7,015.95
100-14-6030	HEALTH INSURANCE	30,000.00		2,528.79	11,390.14	37.97	18,609.86
100-14-6040	LAGERS	32,000.00		2,207.79	14,939.86	46.69	17,060.14
100-14-6120	SUPPLIES	15,000.00		621.50	5,214.73	34.76	9,785.27
100-14-6121	STREET IMPROVE/MAINT/REPAIRS	100,000.00		216.05	3,400.32	3.40	96,599.68
100-14-6182	MAINTENANCE & OPERATIONS	15,000.00		629.09	7,862.12	52.41	7,137.88
100-14-6190	SIGNS	3,000.00		1,109.42	2,417.84	80.59	582.16
100-14-6191	SIDEWALK IMPROVE & REPAIR	10,000.00			1,227.37	12.27	8,772.63
100-14-6192	SIDEWALK GRANT	700,000.00					700,000.00
100-14-6220	AUDIT EXPENSE	2,000.00			1,846.15	92.31	153.85
100-14-6310	INSURANCE	20,000.00		17,388.65	17,388.65	86.94	2,611.35
100-14-6320	TRAINING & TRAVEL	1,200.00			43.94	3.66	1,156.06

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF FISCAL YTD BALANCE	50.0% PERCENT DIFFERENCE	DIFFERENCE
100-14-6370	EMPLOYEE PROGRAMS	1,000.00	18.82	48.08	4.81	951.92
100-14-6440	MOTOR EQUIPMENT M & R	25,000.00	26,587.23	35,911.41	143.65	10,911.41-
100-14-6520	PHONE/FAX/INTERNET	600.00	44.32	310.34	51.72	289.66
100-14-6560	COPY MACHINE	1,000.00	40.78	476.60	47.66	523.40
100-14-6630	CONTRACT WORK	6,000.00	237.45	1,394.35	23.24	4,605.65
100-14-6710	GAS, OIL & TIRES	25,000.00	1,865.75	17,342.48	69.37	7,657.52
100-14-6720	TOOL EXPENSE	3,500.00		166.43	4.76	3,333.57
100-14-6800	MISCELLANEOUS EXPENSE	2,000.00	17.77	249.90	12.50	1,750.10
100-14-6810	LEASE PAYMENTS	151,000.00	86,003.95	125,671.39	83.23	25,328.61
100-14-6830	FIXED ASSETS	54,000.00	821.09	24,821.09	45.96	29,178.91
100-14-6850	UNIFORMS	2,000.00		1,647.98	82.40	352.02
100-14-6860	POSTAGE	250.00	76.92	196.04	78.42	53.96
100-14-6905	CHEMICALS	850.00		1,098.72	129.26	248.72-
100-14-7000	DRUG TESTING	400.00		174.00	43.50	226.00
100-14-7010	SUBDIVISION IMP. PROGRAM	350,000.00	296,732.12	487,467.04	139.28	137,467.04-
STREET TOTAL		1,712,800.00	455,260.73	833,641.71	48.67	879,158.29

AIRPORT DEPARTMENT

100-16-6010	SALARIES	138,600.00	16,780.68	66,236.71	47.79	72,363.29
100-16-6020	PAYROLL TAXES	11,090.00	1,271.97	4,996.57	45.05	6,093.43
100-16-6030	HEALTH INSURANCE	12,285.00	40.18	4,092.08	33.31	8,192.92
100-16-6040	LAGERS	27,720.00	1,988.13	15,156.30	54.68	12,563.70
100-16-6120	SUPPLIES	8,000.00	327.39	2,501.81	31.27	5,498.19
100-16-6170	MARKETING PRINTING & PUBLIC.	20,000.00	1,020.38	58,810.19	294.05	38,810.19-
100-16-6182	MAINTENANCE & OPERATIONS	30,000.00	485.05	16,539.26	55.13	13,460.74
100-16-6220	AUDIT EXPENSE	6,000.00		1,846.15	30.77	4,153.85
100-16-6260	DUES & MEMBERSHIPS	450.00				450.00
100-16-6270	LAND LEASE/BASE LEASE	6,350.00		4,550.00	71.65	1,800.00
100-16-6280	ENGINEERING	472,990.00		42,382.55	8.96	430,607.45
100-16-6310	INSURANCE	45,000.00	43,862.30	43,862.30	97.47	1,137.70
100-16-6320	TRAINING/TRAVEL/MILEAGE	2,500.00		43.94	1.76	2,456.06
100-16-6370	EMPLOYEE PROGRAMS	1,000.00	18.82	48.08	4.81	951.92
100-16-6510	UTILITIES	15,000.00		5,000.00	33.33	10,000.00
100-16-6520	PHONE/FAX/INTERNET/CABLE	7,500.00	537.55	3,441.49	45.89	4,058.51
100-16-6560	COPY MACHINE	800.00	40.78	476.59	59.57	323.41
100-16-6710	GAS, OIL & TIRES	5,000.00	461.84	4,858.95	97.18	141.05
100-16-6720	TOOLS	1,000.00		1,233.85	123.39	233.85-
100-16-6730	PETROLEUM PROD INVENTORY	300,000.00	22,832.76	132,010.92	44.00	167,989.08
100-16-6800	MISCELLANEOUS	10,000.00	23.77	1,051.92	10.52	8,948.08
100-16-6810	LEASE PAYMENTS	32,000.00				32,000.00
100-16-6830	FIXED ASSETS	50,000.00	813.12	813.12	1.63	49,186.88
100-16-6850	UNIFORMS	1,500.00		1,079.71	71.98	420.29
100-16-6950	POSTAGE	350.00	76.92	196.04	56.01	153.96
100-16-7000	DRUG TESTING	250.00		93.00	37.20	157.00
AIRPORT TOTAL		1,205,385.00	90,581.64	411,321.53	34.12	794,063.47

FIRE PROTECT DEPARTMENT

100-17-6670	FIRE PROTECTION CONTRACT	205,000.00		102,000.00	49.76	103,000.00
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BUDGET REPORT  
 CALENDAR 6/2023, FISCAL 6/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
100-17-6680	STORM SIRENS	80,000.00				80,000.00
	FIRE PROTECT TOTAL	285,000.00	.00	102,000.00	35.79	183,000.00
BUILDING DEPARTMENT						
100-18-6010	SALARIES	200,000.00	22,639.90	103,579.64	51.79	96,420.36
100-18-6020	PAYROLL TAXES	16,000.00	1,714.90	7,841.95	49.01	8,158.05
100-18-6030	HEALTH INSURANCE	36,000.00	3,982.99	18,868.67	52.41	17,131.33
100-18-6040	LAGERS	42,000.00	2,624.97	16,710.78	39.79	25,289.22
100-18-6120	SUPPLIES	1,500.00	72.59	791.03	52.74	708.97
100-18-6170	PRINTING & PUBLICATION	1,000.00	72.00	144.00	14.40	856.00
100-18-6182	MAINTENANCE & OPERATIONS	2,000.00	137.76	3,764.94	188.25	1,764.94-
100-18-6220	AUDIT EXPENSE	2,000.00		1,846.16	92.31	153.84
100-18-6260	DUES & MEMBERSHIP	750.00				750.00
100-18-6320	TRAINING/TRAVEL/MILEAGE	2,750.00	350.00	1,036.94	37.71	1,713.06
100-18-6370	EMPLOYEE PROGRAMS	1,000.00	18.82	48.08	4.81	951.92
100-18-6520	PHONE/FAX/INTERNET	1,000.00	44.32	495.39	49.54	504.61
100-18-6560	COPY MACHINE	1,000.00	30.39	466.23	46.62	533.77
100-18-6630	CONTRACT WORK		115.83	468.29		468.29-
100-18-6710	GAS, OIL & TIRES	6,000.00	1,540.45	7,456.02	124.27	1,456.02-
100-18-6720	TOOL EXPENSE	1,500.00	7.62	640.89	42.73	859.11
100-18-6800	MISCELLANEOUS	500.00	517.77	711.16	142.23	211.16-
100-18-6810	LEASE PAYMENT		1,957.88	11,739.61		11,739.61-
100-18-6830	FIXED ASSETS	10,000.00	813.12	813.12	8.13	9,186.88
100-18-6850	UNIFORMS	2,000.00		2,194.18	109.71	194.18-
100-18-6950	POSTAGE	500.00	87.31	206.43	41.29	293.57
100-18-7000	DRUG TESTING	200.00		215.00	107.50	15.00-
	BUILDING TOTAL	327,700.00	36,728.62	180,038.51	54.94	147,661.49
ANIMAL SHELTER DEPARTMENT						
100-19-6010	SALARIES	180,000.00	26,302.03	110,925.85	61.63	69,074.15
100-19-6020	PAYROLL TAXES	12,000.00	1,976.25	8,378.26	69.82	3,621.74
100-19-6030	HEALTH INSURANCE	30,000.00	1,049.38	6,958.95	23.20	23,041.05
100-19-6040	LAGERS	20,000.00	1,624.72	13,705.16	68.53	6,294.84
100-19-6120	SUPPLIES	5,000.00	1,146.40	4,794.70	95.89	205.30
100-19-6182	MAINTENANCE & OPERATIONS	8,000.00	215.97	3,344.23	41.80	4,655.77
100-19-6220	AUDIT EXPENSE	2,000.00		1,846.15	92.31	153.85
100-19-6260	DUES & MEMBERSHIPS	500.00				500.00
100-19-6310	INSURANCE	5,000.00	3,477.73	3,477.73	69.55	1,522.27
100-19-6320	TRAINING & TRAVEL	1,500.00		744.31	49.62	755.69
100-19-6370	EMPLOYEE PROGRAM	1,000.00	118.83	148.09	14.81	851.91
100-19-6520	PHONE, FAX & INTERNET	2,400.00	234.96	1,451.19	60.47	948.81
100-19-6550	UNIFORMS	1,000.00	349.90	1,362.02	136.20	362.02-
100-19-6560	COPY MACHINE	800.00	30.39	455.86	56.98	344.14
100-19-6710	GAS, OIL & TIRES	2,500.00	159.46	1,269.16	50.77	1,230.84
100-19-6800	MISCELLANEOUS EXPENSE	2,000.00	17.77	263.70	13.19	1,736.30
100-19-6810	LEASE PAYMENTS	20,000.00		20,000.00	100.00	
100-19-6830	FIXED ASSETS	90,000.00	813.12	39,743.12	44.16	50,256.88

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 6/2023, FISCAL 6/2023		PCT OF FISCAL YTD 50.0%		
		TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
100-19-6835	OFFICE EQUIPMENT	1,500.00		264.95	17.66	1,235.05
100-19-6850	MICROCHIPPING	5,000.00		1,480.14	29.60	3,519.86
100-19-6885	VET EXPENSES	30,000.00	2,870.79	14,205.96	47.35	15,794.04
100-19-6890	MEDICATIONS	15,000.00	1,870.70	5,884.80	39.23	9,115.20
100-19-6950	POSTAGE	300.00	87.31	216.81	72.27	83.19
100-19-7000	DRUG FEES	300.00		25.00	8.33	275.00
	ANIMAL SHELTER TOTAL	<u>435,800.00</u>	<u>42,345.71</u>	<u>240,946.14</u>	<u>55.29</u>	<u>194,853.86</u>
TRANSFERS DEPARTMENT						
100-98-7015	TRANSFERS OUT			64,000.00		64,000.00-
	TRANSFERS TOTAL	<u>.00</u>	<u>.00</u>	<u>64,000.00</u>	<u>.00</u>	<u>64,000.00-</u>
	TOTAL EXPENSES	<u>7,297,235.00</u>	<u>992,275.99</u>	<u>3,664,383.65</u>	<u>50.22</u>	<u>3,632,851.35</u>
C. I. D. FUND						
CITY HALL DEPARTMENT						
100-11-4012	CID REIMBURSEMENT	60,000.00				60,000.00
	CITY HALL TOTAL	<u>60,000.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>60,000.00</u>
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	<u>60,000.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>60,000.00</u>
PARK FUND						
PARK DEPARTMENT						
200-21-4201	PARKS & RECREATION TAX	145,000.00	16,758.65	76,742.16	52.93	68,257.84
200-21-4202	CAPITAL IMPROVEMENT TAX	300,000.00	36,622.17	169,185.12	56.40	130,814.88
200-21-4203	PAVILION RENTAL	8,000.00	995.00	4,165.00	52.06	3,835.00
200-21-4215	RV PARK INCOME	52,000.00	8,690.00	34,795.00	66.91	17,205.00
200-21-4320	PARK ACQ. PERMIT FEE	8,000.00		3,450.00	43.13	4,550.00
200-21-4400	PARK FESTIVALS INCOME	20,000.00	500.00	2,291.49	11.46	17,708.51
200-21-4510	INTEREST INCOME	300.00		189.04	63.01	110.96
200-21-4920	MISCELLANEOUS INCOME	500.00	225.00	1,702.00	340.40	1,202.00-
200-21-4932	PROCEEDS FROM ARPA FUND	50,000.00				50,000.00
200-21-4940	GRANT INCOME			14,344.00		14,344.00-
	PARK TOTAL	<u>583,800.00</u>	<u>63,790.82</u>	<u>306,863.81</u>	<u>52.56</u>	<u>276,936.19</u>
YOUTH SPORTS DEPARTMENT						
200-23-4000	CITY OF ST. ROBERT	<u>30,000.00</u>	<u>30,709.10</u>	<u>30,709.10</u>	<u>102.36</u>	<u>709.10-</u>



ACCOUNT NUMBER	ACCOUNT TITLE	6/2023, FISCAL		PCT OF FISCAL YTD	50.0%	
		CALENDAR	6/2023			
		TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT DIFFERENCE	DIFFERENCE
	YOUTH SPORTS TOTAL	30,000.00	30,709.10	30,709.10	102.36	709.10-
	TRANSFERS DEPARTMENT					
	TOTAL REVENUE	613,800.00	94,499.92	337,572.91	55.00	276,227.09
	PARK DEPARTMENT					
200-21-6010	SALARIES	136,500.00	15,579.14	62,500.14	45.79	73,999.86
200-21-6020	PAYROLL TAXES	10,920.00	1,156.42	4,565.98	41.81	6,354.02
200-21-6030	HEALTH INSURANCE	31,500.00	3,193.78	18,408.75	58.44	13,091.25
200-21-6040	LAGERS EXPENSE	27,300.00	1,517.31	11,557.07	42.33	15,742.93
200-21-6120	SUPPLIES	6,500.00	353.42	4,151.13	63.86	2,348.87
200-21-6182	MAINTENANCE & OPERATIONS	3,500.00	1,306.34	33,951.84	970.05	30,451.84-
200-21-6220	AUDIT EXPENSE	2,000.00		1,846.16	92.31	153.84
200-21-6310	INSURANCE	8,000.00	6,955.46	6,955.46	86.94	1,044.54
200-21-6320	TRAINING/TRAVEL/MILEAGE	500.00		997.25	199.45	497.25-
200-21-6370	EMPLOYEE PROGRAMS	1,000.00	18.82	48.08	4.81	951.92
200-21-6400	PARK FESTIVALS EXPENSE	25,000.00		18,265.05	73.06	6,734.95
200-21-6520	PHONE/FAX/INTERNET	1,500.00	130.32	754.01	50.27	745.99
200-21-6630	CONTRACT LABOR	1,000.00	357.37	1,852.84	185.28	852.84-
200-21-6710	GAS, OIL & TIRES	5,000.00	440.78	2,522.69	50.45	2,477.31
200-21-6720	TOOL EXPENSE	2,000.00	16.24	359.06	17.95	1,640.94
200-21-6800	MISCELLANEOUS EXPENSE	2,000.00	521.07	2,770.42	138.52	770.42-
200-21-6810	LEASE PAYMENTS		899.62	4,643.44		4,643.44-
200-21-6820	RV PARK REFUNDS	6,000.00				6,000.00
200-21-6830	CAP IMPROVEMENTS/FIXED ASSETS	20,000.00	813.12	68,489.20	342.45	48,489.20-
200-21-6831	PARK BOARD PROJECTS	28,000.00				28,000.00
200-21-6850	UNIFORMS	2,500.00		1,396.99	55.88	1,103.01
200-21-7000	DRUG TESTING	500.00		50.00	10.00	450.00
200-21-7020	PORTA POT RENTAL	1,000.00	200.00	200.00	20.00	800.00
	PARK TOTAL	322,220.00	33,459.21	246,285.56	76.43	75,934.44
	YOUTH SPORTS DEPARTMENT					
200-23-6000	YOUTH SPORTS CONTRACT	35,000.00				35,000.00
200-23-6010	SALARIES			2,857.23		2,857.23-
200-23-6020	PAYROLL TAXES			218.56		218.56-
200-23-6030	HEALTH INSURANCE			736.00		736.00-
200-23-6040	LAGER EXPENSE			1,579.82		1,579.82-
200-23-6276	BASKETBALL			275.00		275.00-
200-23-6520	PHONE, FAX & INTERNET			177.38		177.38-
200-23-6800	MISCELLANEOUS EXPENSE			1,543.41		1,543.41-
200-23-6830	FIXED ASSETS		2,061.51	2,061.51		2,061.51-
	YOUTH SPORTS TOTAL	35,000.00	2,061.51	9,448.91	27.00	25,551.09
	TRANSFERS DEPARTMENT					

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
	TOTAL EXPENSES	357,220.00	35,520.72	255,734.47	71.59	101,485.53
	ELECTRIC FUND					
	ELECTRIC DEPARTMENT					
500-51-4023	CASH FROM RESERVES	189,000.00		39,000.00	20.63	150,000.00
500-51-4100	PENALTIES	70,000.00	4,974.01	42,735.45	61.05	27,264.55
500-51-4120	RECONNECT	8,500.00	1,044.25	6,204.34	72.99	2,295.66
500-51-4130	POLE RENTAL	13,000.00		9,950.00	76.54	3,050.00
500-51-4510	INTEREST INCOME	20,000.00		22,806.58	114.03	2,806.58-
500-51-4520	INTEREST INCOME-METER			2,682.20		2,682.20-
500-51-4810	NEW ELECTRIC SERVICE	20,000.00	1,350.00	36,235.00	181.18	16,235.00-
500-51-4820	UTILITY BILLS-ELECTRIC	7,000,000.00	580,164.96	3,580,139.17	51.14	3,419,860.83
500-51-4920	MISCELLANEOUS INCOME	20,000.00	1,966.11	35,740.61	178.70	15,740.61-
500-51-4930	PROCEEDS FROM LOAN	200,000.00	705,926.16	705,926.16	352.96	505,926.16-
500-51-4950	SUBDIVISION IMP. PROGRAM	50,000.00	9,036.67	12,224.02	24.45	37,775.98
500-51-4990	GRANT INCOME	65,000.00				65,000.00
	ELECTRIC TOTAL	7,655,500.00	1,304,462.16	4,493,643.53	58.70	3,161,856.47
	TRANSFERS DEPARTMENT					
	TOTAL REVENUE	7,655,500.00	1,304,462.16	4,493,643.53	58.70	3,161,856.47
	ELECTRIC DEPARTMENT					
500-51-6010	SALARIES	327,000.00	27,906.65	117,216.65	35.85	209,783.35
500-51-6020	PAYROLL TAXES	25,000.00	2,128.59	8,929.53	35.72	16,070.47
500-51-6030	HEALTH INSURANCE	53,000.00	4,076.57	25,900.67	48.87	27,099.33
500-51-6040	LAGERS EXPENSE	60,000.00	2,829.03	23,879.82	39.80	36,120.18
500-51-6120	SUPPLIES	1,000.00	38.70	731.73	73.17	268.27
500-51-6180	PLANT EXT.-MATERIAL	100,000.00	30,725.07	200,351.07	200.35	100,351.07-
500-51-6182	MAINTENANCE & OPERATIONS	60,000.00	213.99	37,224.87	62.04	22,775.13
500-51-6220	AUDIT EXPENSE	2,000.00		1,846.15	92.31	153.85
500-51-6260	DUES & MEMBERSHIPS	3,500.00		1,635.00	46.71	1,865.00
500-51-6280	ENGINEERING	50,000.00				50,000.00
500-51-6310	INSURANCE	70,000.00	69,554.60	69,554.60	99.36	445.40
500-51-6320	TRAINING/TRAVEL/MILEAGE	10,000.00	58.99-	1,250.85	12.51	8,749.15
500-51-6370	EMPLOYEE PROGRAMS	1,000.00	18.83	48.09	4.81	951.91
500-51-6510	UTILITIES	1,200.00	73.40	428.20	35.68	771.80
500-51-6520	PHONE/FAX/INTERNET	1,000.00	139.27	857.38	85.74	142.62
500-51-6550	EQUIPMENT RENTAL	1,000.00				1,000.00
500-51-6560	COPY MACHINE	2,000.00	42.48	542.49	27.12	1,457.51
500-51-6630	CONTRACT WORK	245,000.00		127,935.00	52.22	117,065.00
500-51-6710	GAS, OIL & TIRES	18,000.00	745.22	7,788.02	43.27	10,211.98
500-51-6720	TOOL EXPENSE	10,000.00	2,549.99	3,006.44	30.06	6,993.56
500-51-6800	MISCELLANEOUS	6,000.00	739.98	2,893.83	48.23	3,106.17
500-51-6805	CONTINGENCY FUND	20,000.00				20,000.00
500-51-6810	LEASE PAYMENTS	448,000.00	7,310.91	215,781.06	48.17	232,218.94

CITY OF WINDYBROOK  
BUDGET REPORT  
CALENDAR 6/2023, FISCAL 6/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
500-51-6830	FIXED ASSETS	314,000.00	821.09	643,761.46	205.02	329,761.46-
500-51-6850	UNIFORMS	3,000.00	49.51	485.14	16.17	2,514.86
500-51-6900	ELECTRICITY PURCHASED	4,700,000.00	485,748.99	2,436,512.33	51.84	2,263,487.67
500-51-6901	ACCTS RECEIVABLE BAD DEBT	10,000.00	1,650.85	8,876.70	88.77	1,123.30
500-51-6910	ADMIN RECAPTURE FEE	222,045.00	18,503.75	111,025.50	50.00	111,019.50
500-51-6915	FUNDS TO GENERAL	518,105.00	43,175.42	259,052.52	50.00	259,052.48
500-51-6930	FUNDS TO STRT & BUILDING DEPTS	170,000.00	14,166.66	84,999.96	50.00	85,000.04
500-51-6950	POSTAGE	4,000.00	87.31	2,674.82	66.87	1,325.18
500-51-6980	COLLECTION EXPENSE	2,000.00	233.46	358.65	17.93	1,641.35
500-51-6990	PCB SAMPLING			645.00		645.00-
500-51-7000	DRUG TESTING	500.00		70.00	14.00	430.00
500-51-7001	ONE CALL FEES	850.00	91.80	519.34	61.10	330.66
500-51-7010	SUBDIVISION IMP. PROGRAM	100,000.00	8,066.66	482,617.14	482.62	382,617.14-
500-51-7021	FUNDS TO RESERVES	25,000.00				25,000.00
	<b>ELECTRIC TOTAL</b>	<b>7,584,200.00</b>	<b>721,629.79</b>	<b>4,879,400.01</b>	<b>64.34</b>	<b>2,704,799.99</b>

TRANSFERS DEPARTMENT

500-98-7015	TRANSFERS OUT			156,000.00		156,000.00-
	<b>TRANSFERS TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>156,000.00</b>	<b>.00</b>	<b>156,000.00-</b>

	<b>TOTAL EXPENSES</b>	<b>7,584,200.00</b>	<b>721,629.79</b>	<b>5,035,400.01</b>	<b>66.39</b>	<b>2,548,799.99</b>
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WATER / SEWER FUND FUND

WATER DEPARTMENT

600-61-4023	FUNDS FROM CASH RESERVES	39,000.00		39,000.00	100.00	
600-61-4100	PENALTIES	12,500.00	1,146.67	6,737.66	53.90	5,762.34
600-61-4120	RECONNECT	4,000.00	300.00	1,750.00	43.75	2,250.00
600-61-4810	NEW WATER SERVICE	12,000.00	600.00	13,150.00	109.58	1,150.00-
600-61-4830	UTILITY BILLS-WATER	1,200,000.00	124,647.34	592,117.86	49.34	607,882.14
600-61-4920	MISCELLANEOUS INCOME	15,000.00	1,100.00	3,741.77	24.95	11,258.23
600-61-4930	PROCEEDS FROM LOAN	175,000.00	80,174.87	80,174.87	45.81	94,825.13
600-61-4950	SUBDIVISION IMP. PROGRAM	25,000.00	9,036.67	12,224.02	48.90	12,775.98
600-61-4990	GRANT INCOME	15,000.00				15,000.00
	<b>WATER TOTAL</b>	<b>1,497,500.00</b>	<b>217,005.55</b>	<b>748,896.18</b>	<b>50.01</b>	<b>748,603.82</b>

WASTEWATER DEPARTMENT

600-62-4023	FUNDS FROM RESERVES	39,000.00		39,000.00	100.00	
600-62-4100	PENALTIES	12,000.00	1,283.46	7,573.59	63.11	4,426.41
600-62-4810	NEW SEWER SERVICE	9,000.00	600.00	11,850.00	131.67	2,850.00-
600-62-4840	UTILITY BILLS-SEWER	1,000,000.00	96,526.06	526,380.31	52.64	473,619.69
600-62-4845	SEWER RECAPTURE			300.00		300.00-
600-62-4910	PULASKI SEWER DISTRICT	260,000.00	30,550.67	182,244.52	70.09	77,755.48
600-62-4920	MISCELLANEOUS INCOME	5,000.00		1,758.77	35.18	3,241.23

CITY OF MINNEAPOLIS  
 BUDGET REPORT  
 CALENDAR 6/2023, FISCAL 6/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
600-62-4930	PROCEED FROM LOAN	275,000.00	140,129.58	140,129.58	50.96	134,870.42
600-62-4950	SUBDIVISION IMP. PROGRAM	25,000.00	9,036.67	12,224.02	48.90	12,775.98
600-62-4990	GRANT INCOME	15,000.00				15,000.00
	<b>WASTEWATER TOTAL</b>	<b>1,640,000.00</b>	<b>278,126.44</b>	<b>921,460.79</b>	<b>56.19</b>	<b>718,539.21</b>
<b>PLANT DEPARTMENT</b>						
600-63-4910	TESTING	2,000.00				2,000.00
	<b>PLANT TOTAL</b>	<b>2,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>2,000.00</b>
<b>TRANSFERS DEPARTMENT</b>						
	<b>TOTAL REVENUE</b>	<b>3,139,500.00</b>	<b>495,131.99</b>	<b>1,670,356.97</b>	<b>53.20</b>	<b>1,469,143.03</b>
<b>WATER DEPARTMENT</b>						
600-61-6010	SALARIES	80,000.00	10,893.61	47,205.61	59.01	32,794.39
600-61-6020	PAYROLL TAXES	7,000.00	788.57	3,342.47	47.75	3,657.53
600-61-6030	HEALTH INSURANCE	25,000.00	1,653.39	9,920.37	39.68	15,079.63
600-61-6040	LAGERS EXPENSE	15,000.00	1,459.74	10,400.87	69.34	4,599.13
600-61-6120	SUPPLIES	1,000.00		1,379.26	137.93	379.26
600-61-6170	PRINTING & PUBLICATION	500.00				500.00
600-61-6180	PLANT EXTENSION-WATER	50,000.00	5,000.00	9,649.92	19.30	40,350.08
600-61-6182	MAINTENANCE & OPERATIONS	120,000.00	1,978.92	59,397.79	49.50	60,602.21
600-61-6220	AUDIT EXPENSE	2,000.00		1,846.15	92.31	153.85
600-61-6260	DUES & MEMBERSHIPS	2,500.00		2,148.34	85.93	351.66
600-61-6280	ENGINEERING	30,000.00				30,000.00
600-61-6310	INSURANCE	40,000.00	39,993.90	39,993.90	99.98	6.10
600-61-6320	TRAINING/TRAVEL/MILEAGE	3,000.00		43.94	1.46	2,956.06
600-61-6370	EMPLOYEE PROGRAMS	1,000.00	18.82	48.08	4.81	951.92
600-61-6480	STREET REPAIRS	10,000.00		4,697.54	46.98	5,302.46
600-61-6510	UTILITIES	28,000.00	2,452.28	15,977.63	57.06	12,022.37
600-61-6520	PHONE/FAX/INTERNET	1,000.00	44.32	310.34	31.03	689.66
600-61-6550	EQUIPMENT RENTAL	5,000.00				5,000.00
600-61-6560	COPY MACHINE	2,000.00	42.48	542.51	27.13	1,457.49
600-61-6630	CONTRACT WORK	10,000.00		21,779.92	217.80	11,779.92
600-61-6710	GAS, OIL & TIRES	18,000.00	462.74	5,817.66	32.32	12,182.34
600-61-6720	TOOL EXPENSE	2,000.00		883.06	44.15	1,116.94
600-61-6800	MISCELLANEOUS EXPENSE	2,000.00	321.27	1,116.92	55.85	883.08
600-61-6805	CONTINGENCY FUND	10,000.00				10,000.00
600-61-6810	LEASE PAYMENTS	333,000.00	6,209.36	207,166.02	62.21	125,833.98
600-61-6830	FIXED ASSETS	74,000.00	821.09	61,735.33	83.43	12,264.67
600-61-6850	UNIFORMS	1,500.00		966.32	64.42	533.68
600-61-6901	ACCTS RECEIVABLE BAD DEBT	7,000.00	793.39	3,147.61	44.97	3,852.39
600-61-6905	CHEMICALS	2,000.00				2,000.00
600-61-6910	ADMIN RECAPTURE FEE W	43,305.00	3,608.75	21,652.50	50.00	21,652.50
600-61-6915	FUNDS TO GENERAL	101,045.00	8,420.42	50,522.52	50.00	50,522.48
600-61-6930	FUNDS TO STRT & BUILDING DEPTS	90,000.00	7,500.00	45,000.00	50.00	45,000.00



ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	6/2023, FISCAL	6/2023	PCT OF FISCAL YTD	FISCAL YTD	50.0%
		TOTAL	BUDGET	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET		BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
600-61-6950	POSTAGE	4,000.00		87.31	2,674.82	66.87	1,325.18
600-61-6980	COLLECTION EXPENSE	2,000.00		233.46	358.64	17.93	1,641.36
600-61-7000	DRUG TESTING	500.00			25.00	5.00	475.00
600-61-7001	ONE CALL FEE	1,000.00		91.80	519.33	51.93	480.67
600-61-7010	SUBDIVISION IMP. PROGRAM	50,000.00		33,201.81	108,652.88	217.31	58,652.88
600-61-7021	FUNDS TO RESERVES	20,000.00					20,000.00
WATER TOTAL		1,194,350.00		126,077.43	738,923.25	61.87	455,426.75

WASTEWATER DEPARTMENT

600-62-6010	SALARIES	100,000.00		3,388.80	15,732.08	15.73	84,267.92
600-62-6020	PAYROLL TAXES	10,000.00		256.96	1,189.33	11.89	8,810.67
600-62-6030	HEALTH INSURANCE	18,000.00		706.24	5,328.33	29.60	12,671.67
600-62-6040	LAGERS EXPENSE	25,000.00		454.10	4,730.49	18.92	20,269.51
600-62-6120	SUPPLIES	500.00			894.38	178.88	394.38
600-62-6170	PRINTING & PUBLICATION	100.00			72.00	72.00	28.00
600-62-6180	PLANT EXTENSION-W/W	50,000.00		5,665.01	78,625.76	157.25	28,625.76
600-62-6182	MAINTENANCE & OPERATIONS	55,000.00		2,202.23	13,467.54	24.49	41,532.46
600-62-6220	AUDIT EXPENSE	2,000.00			1,846.15	92.31	153.85
600-62-6260	DUES & MEMBERSHIPS	2,500.00			2,148.34	85.93	351.66
600-62-6280	ENGINEERING	20,000.00					20,000.00
600-62-6310	INSURANCE	40,000.00		39,993.90	39,993.90	99.98	6.10
600-62-6320	TRAINING & TRAVEL	2,500.00			43.94	1.76	2,456.06
600-62-6370	EMPLOYEE PROGRAMS	1,000.00		18.82	48.08	4.81	951.92
600-62-6480	STREET REPAIRS	1,500.00					1,500.00
600-62-6510	UTILITIES-SEWER	1,200.00		53.17	566.71	47.23	633.29
600-62-6550	EQUIPMENT RENTAL	5,000.00					5,000.00
600-62-6560	COPY MACHINE	2,000.00		42.48	542.51	27.13	1,457.49
600-62-6630	CONTRACT WORK	10,000.00					10,000.00
600-62-6710	GAS, OIL & TIRES	4,000.00		462.74	2,893.20	72.33	1,106.80
600-62-6720	TOOL EXPENSE	1,000.00			174.99	17.50	825.01
600-62-6800	MISCELLANEOUS EXPENSE	3,000.00		117.77	705.11	23.50	2,294.89
600-62-6805	CONTINGENCY	5,000.00					5,000.00
600-62-6810	LEASE PAYMENTS	208,000.00		17,654.26	150,113.14	72.17	57,886.86
600-62-6830	FIXED ASSETS	74,000.00		821.09	62,279.49	84.16	11,720.51
600-62-6850	UNIFORMS	1,000.00			645.95	64.60	354.05
600-62-6910	ADMIN RECAPTURE FEE SEWER	47,580.00		3,965.00	23,790.00	50.00	23,790.00
600-62-6915	FUNDS TO GENERAL	111,020.00		9,251.67	55,510.02	50.00	55,509.98
600-62-6930	FUNDS TO STRT & BUILDING DEPTS	90,000.00		7,500.00	45,000.00	50.00	45,000.00
600-62-6950	POSTAGE	3,500.00		87.31	2,674.82	76.42	825.18
600-62-6990	PCSD FEES	7,500.00		668.93	3,943.30	52.58	3,556.70
600-62-7000	DRUG TESTING	500.00			25.00	5.00	475.00
600-62-7001	ONE CALL FEES	600.00					600.00
600-62-7010	SUBDIVISION IMP. PROGRAM	100,000.00		37,062.52	149,427.02	149.43	49,427.02
600-62-7021	FUNDS TO RESERVES	10,000.00					10,000.00
WASTEWATER TOTAL		1,013,000.00		130,373.00	662,411.58	65.39	350,588.42

PLANT DEPARTMENT

600-63-6010	SALARIES	128,000.00		16,173.63	70,085.71	54.75	57,914.29
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
600-63-6020	PAYROLL TAXES	12,000.00	1,225.88	5,297.58	44.15	6,702.42
600-63-6030	HEALTH INSURANCE	25,000.00	2,494.60	15,139.11	60.56	9,860.89
600-63-6040	LAGERS EXPENSE	30,000.00	2,167.26	16,208.92	54.03	13,791.08
600-63-6120	SUPPLIES	2,000.00	25.10	722.91	36.15	1,277.09
600-63-6170	PRINTING & PUBLICATIONS	250.00				250.00
600-63-6180	PLANT EXTENSION-MATERIAL	1,000.00				1,000.00
600-63-6182	MAINTENANCE & OPERATIONS	30,000.00	2,151.71	22,747.77	75.83	7,252.23
600-63-6220	AUDIT EXPENSE	2,000.00		1,846.15	92.31	153.85
600-63-6260	DUES & MEMBERSHIPS	250.00		513.32	205.33	263.32-
600-63-6280	ENGINEERING	10,000.00				10,000.00
600-63-6320	TRAINING/TRAVEL/MILEAGE	500.00		43.94	8.79	456.06
600-63-6370	EMPLOYEE PROGRAM	1,000.00	18.82	48.03	4.80	951.97
600-63-6520	PHONE/FAX/INTERNET	1,000.00	116.95	701.70	70.17	298.30
600-63-6560	COPY MACHINE	1,000.00	30.39	455.83	45.58	544.17
600-63-6710	GAS, OIL & TIRES	4,000.00	63.79	320.70	8.02	3,679.30
600-63-6720	TOOL EXPENSE	500.00		564.18	112.84	64.18-
600-63-6800	MISCELLANEOUS EXPENSE	500.00	17.77	347.38	69.48	152.62
600-63-6810	LEASE PAYMENTS	257,000.00	58,694.37	128,448.97	49.98	128,551.03
600-63-6830	FIXED ASSETS	50,000.00	1,435.72	34,032.50	68.07	15,967.50
600-63-6850	UNIFORMS	1,200.00		1,229.06	102.42	29.06-
600-63-6930	LAB EQUIPMENT	1,000.00				1,000.00
600-63-6950	POSTAGE	4,000.00	87.31	2,674.81	66.87	1,325.19
600-63-7000	DRUG TESTING	200.00		79.00	39.50	121.00
600-63-7010	LAB TESTING	6,000.00	136.77	2,547.67	42.46	3,452.33
	PLANT TOTAL	568,400.00	84,840.07	304,055.24	53.49	264,344.76
	TRANSFERS DEPARTMENT					
	TOTAL EXPENSES	2,775,750.00	341,290.50	1,705,390.07	61.44	1,070,359.93
	TRASH FUND					
	TRASH DEPARTMENT					
700-71-4850	GARBAGE INCOME	480,000.00	51,420.44	306,534.03	63.86	173,465.97
	TRASH TOTAL	480,000.00	51,420.44	306,534.03	63.86	173,465.97
	TRANSFERS DEPARTMENT					
	TOTAL REVENUE	480,000.00	51,420.44	306,534.03	63.86	173,465.97
	TRASH DEPARTMENT					
700-71-6830	FIXED ASSETS		813.12	813.12		813.12-
700-71-6875	GARBAGE CONTRACT EXPENSE	410,000.00	43,530.12	279,291.01	68.12	130,708.99
700-71-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00	554.45	1,109.30	55.47	890.70
700-71-6910	ADMIN RECAPTURE - TRASH	14,400.00	1,200.00	7,200.00	50.00	7,200.00

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR		FISCAL		PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
		6/2023	TOTAL BUDGET	6/2023	PTD BALANCE			
700-71-6915	FUNDS TO GENERAL		33,600.00		2,800.00	16,800.00	50.00	16,800.00
700-71-7021	FUNDS TO RESERVES		20,000.00					20,000.00
	TRASH TOTAL		<u>480,000.00</u>		<u>48,897.69</u>	<u>305,213.43</u>	<u>63.59</u>	<u>174,786.57</u>

TRANSFERS DEPARTMENT

TOTAL EXPENSES		<u>480,000.00</u>	<u>48,897.69</u>	<u>305,213.43</u>	<u>63.59</u>	<u>174,786.57</u>
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NATURAL GAS FUND

NATURAL GAS DEPARTMENT

800-81-4023	FUNDS FROM RESERVES		39,000.00			39,000.00	100.00	
800-81-4100	PENALTIES		9,000.00		332.77	5,537.82	61.53	3,462.18
800-81-4120	RECONNECT		500.00			150.00	30.00	350.00
800-81-4810	NEW SERVICES		25,000.00		1,200.00	24,014.26	96.06	985.74
800-81-4860	NATURAL GAS REVENUES		1,200,000.00		51,691.11	839,413.14	69.95	360,586.86
800-81-4870	INCOME FROM RICHLAND		275,000.00		7,356.06	188,117.67	68.41	86,882.33
800-81-4920	MISCELLANEOUS INCOME		500.00			25.00	5.00	475.00
800-81-4930	PROCEEDS FROM LOAN		50,000.00		35,242.80	35,242.80	70.49	14,757.20
800-81-4950	SUBDIVISION IMP. PROGRAM		25,000.00		9,036.67	12,224.02	48.90	12,775.98
800-81-4990	GRANT INCOME		15,000.00					15,000.00
	NATURAL GAS TOTAL		<u>1,639,000.00</u>		<u>104,859.41</u>	<u>1,143,724.71</u>	<u>69.78</u>	<u>495,275.29</u>

TRANSFERS DEPARTMENT

TOTAL REVENUE		<u>1,639,000.00</u>	<u>104,859.41</u>	<u>1,143,724.71</u>	<u>69.78</u>	<u>495,275.29</u>
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NATURAL GAS DEPARTMENT

800-81-6010	SALARIES		80,000.00		8,830.52	37,756.85	47.20	42,243.15
800-81-6020	PAYROLL TAXES		8,000.00		642.52	2,678.72	33.48	5,321.28
800-81-6030	HEALTH INSURANCE		16,000.00		2,102.17	12,778.23	79.86	3,221.77
800-81-6040	LAGERS		18,000.00		1,191.61	9,162.40	50.90	8,837.60
800-81-6120	SUPPLIES		1,000.00		42.86	609.97	61.00	390.03
800-81-6160	NATURAL GAS PURCHASE		950,000.00		73,320.27	838,035.69	88.21	111,964.31
800-81-6170	PRINTING & PUBLICATION		4,500.00			4,267.08	94.82	232.92
800-81-6180	PLANT - EXTENSION		3,000.00			1,101.34	36.71	1,898.66
800-81-6182	MAINTENANCE & OPERATIONS		25,000.00		192.54	8,905.89	35.62	16,094.11
800-81-6210	LEGAL		3,500.00					3,500.00
800-81-6220	AUDIT EXPENSE		2,000.00			1,846.15	92.31	153.85
800-81-6260	DUES & MEMBERSHIP		1,500.00			1,504.00	100.27	4.00
800-81-6280	ENGINEERING		5,000.00					5,000.00
800-81-6310	INSURANCE		11,000.00		10,434.18	10,434.18	94.86	565.82
800-81-6320	TRAINING/TRAVEL/MILEAGE		1,500.00			363.94	24.26	1,136.06
800-81-6370	EMPLOYEE PROGRAM		1,000.00		18.77	48.03	4.80	951.97
800-81-6520	PHONE/FAX/INTERNET		600.00		44.32	495.38	82.56	104.62

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	50.0% DIFFERENCE
800-81-6560	COPY MACHINE	2,000.00	42.49	542.51	27.13	1,457.49
800-81-6630	CONTRACT WORK	1,000.00	450.00	675.00	67.50	325.00
800-81-6710	GAS, OIL & TIRES	4,500.00	129.78	1,705.99	37.91	2,794.01
800-81-6720	TOOL EXPENSE	2,000.00		301.93	15.10	1,698.07
800-81-6800	MISCELLANEOUS EXPENSE	1,500.00	51.47	257.45	17.16	1,242.55
800-81-6805	CONTINGENCY FUND	20,000.00				20,000.00
800-81-6810	LEASE PAYMENTS	40,000.00	1,189.36	41,185.06	102.96	1,185.06-
800-81-6830	FIXED ASSETS	69,000.00	821.09	59,414.26	86.11	9,585.74
800-81-6850	UNIFORMS	4,000.00	258.80	1,799.48	44.99	2,200.52
800-81-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00	77.10-	8.39	.42	1,991.61
800-81-6910	ADMIN RECAPTURE FEE GAS	47,544.00	3,962.00	23,772.00	50.00	23,772.00
800-81-6915	FUNDS TO GENERAL	110,936.00	9,244.67	55,468.02	50.00	55,467.98
800-81-6930	FUNDS TO STRT & BUILDING DEPTS	100,000.00	8,333.34	50,000.04	50.00	49,999.96
800-81-6950	POSTAGE	3,500.00	87.31	2,674.76	76.42	825.24
800-81-6980	COLLECTION EXPENSE	2,000.00	233.46	358.63	17.93	1,641.37
800-81-6999	DEPRECIATION EXPENSE	500.00				500.00
800-81-7000	DRUG TESTING		90.00	115.00		115.00-
800-81-7001	ONE CALL FEES	800.00	91.80	519.33	64.92	280.67
800-81-7010	SUBDIVISION IMP. PROGRAM	50,000.00	15,356.31	40,584.24	81.17	9,415.76
800-81-7021	FUNDS TO RESERVES	10,000.00				10,000.00
	NATURAL GAS TOTAL	1,602,880.00	137,084.54	1,209,369.94	75.45	393,510.06
	TRANSFERS DEPARTMENT					
	TOTAL EXPENSES	1,602,880.00	137,084.54	1,209,369.94	75.45	393,510.06
	NID FUND					
	TRANSFERS DEPARTMENT					
	Report Total	77,835.00	706,677.07	812,960.23-	1,044.47-	890,795.23



WESTGATE COMMUNITY IMPROVEMENT DISTRICT

SALES TAX COLLECTION SUMMARY

Sales Tax Distribution Month *	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	\$ -	\$ 727.93	\$ 1,612.44	\$ 604.99	\$ 3,936.49	\$ 4,250.06	\$ 1,881.15	\$ 7,352.01	\$ 3,947.01	\$ 3,894.20	\$ 5,824.06	\$ 6,061.11
February	\$ -	\$ 652.99	\$ 1.54	\$ 565.12	\$ 0.55	\$ 1,236.76	\$ 3,504.11	\$ 3,107.13	\$ 1,375.86	\$ 3,531.38	\$ 3,585.81	\$ 4,357.56
March	\$ 41.00	\$ 1.93	\$ 1,336.39	\$ 588.60	\$ 7,620.18	\$ 7,240.02	\$ 5,803.37	\$ 10,093.56	\$ 10,535.41	\$ 5,710.65	\$ 3,733.86	\$ 6,581.07
April	\$ -	\$ 1,196.41	\$ 640.06	\$ 2,617.28	\$ 5,515.70	\$ 4,069.22	\$ 5,218.14	\$ 3,645.97	\$ 1,940.40	\$ 4,988.17	\$ 3,053.56	\$ 3,659.04
May	\$ 1,252.36	\$ 657.95	\$ 4.33	\$ 662.70	\$ 860.71	\$ 713.84	\$ 1,428.84	\$ 1,102.09	\$ 5,018.72	\$ 4,153.80	\$ 9,313.76	\$ 4,410.31
June	\$ 730.19	\$ 723.31	\$ 724.79	\$ 5,211.69	\$ 7,307.24	\$ 6,384.66	\$ 5,171.56	\$ 10,218.14	\$ 3,889.81	\$ 6,549.45	\$ 7,486.64	\$ 6,008.79
July	\$ 729.94	\$ 804.76	\$ 1,772.53	\$ 3,621.56	\$ 6,523.80	\$ 7,448.21	\$ 7,662.42	\$ 6,928.97	\$ 5,383.13	\$ 5,633.02	\$ 6,707.48	\$ 4,338.91
August	\$ -	\$ 7.15	\$ 4.83	\$ 701.94	\$ 5,986.56	\$ 581.33	\$ 904.28	\$ 1,411.09	\$ 3,807.69	\$ 4,693.89	\$ 4,338.91	\$ 4,338.91
September	\$ 1,517.86	\$ 1,628.01	\$ 1,732.11	\$ 7,510.85	\$ 5,643.07	\$ 6,451.06	\$ 9,135.68	\$ 10,628.09	\$ 6,194.73	\$ 8,154.02	\$ 10,132.33	\$ 10,132.33
October	\$ 507.50	\$ 871.52	\$ 809.92	\$ 2,707.54	\$ 5,386.21	\$ 6,601.00	\$ 3,623.83	\$ 5,490.96	\$ 6,232.59	\$ 5,907.63	\$ 5,639.01	\$ 5,639.01
November	\$ 684.04	\$ 792.79	\$ 739.48	\$ 673.86	\$ 752.62	\$ 467.00	\$ 856.84	\$ 1,419.98	\$ 2,929.95	\$ 3,944.31	\$ 4,618.91	\$ 4,618.91
December	\$ 745.95	\$ 9.96	\$ 701.06	\$ 5,115.17	\$ 6,778.26	\$ 8,169.14	\$ 1,669.42	\$ 6,956.55	\$ 5,886.99	\$ 7,909.12	\$ 7,169.61	\$ 7,169.61
TOTAL	\$ 6,208.84	\$ 8,074.71	\$ 10,079.48	\$ 30,581.30	\$ 56,311.39	\$ 53,612.30	\$ 46,859.64	\$ 68,354.54	\$ 57,142.29	\$ 65,069.64	\$ 71,603.94	\$ 31,077.88

\* Sales Tax Distribution Month is the month in which collected taxes that have been remitted to the Department of Revenue are distributed to the District.

See table below for corresponding Sales Month and Sales Tax Collection Month.

Sales Month	November	December	January	February	March	April	May	June	July	August	September	October
Sales Tax Collection Month	December	January	February	March	April	May	June	July	August	September	October	November
Sales Tax Distribution Month	January	February	March	April	May	June	July	August	September	October	November	December

## DRAFT FY23 Budget Amendments

REVENUES		
DEPT	GL	PROPOSED 2023 BUDGET
GENERAL	100-11	\$ 3,144,580.00
POLICE	100-12	\$ 152,000.00
COURT	100-13	\$ -
STREETS & TRANSPORTATION	100-14	\$ 2,159,000.00
AIRPORT	100-16	\$ 1,425,000.00
FIRE PROTECTION	100-17	\$ -
BUILDING DEPT & PUBLIC WORKS	100-18	\$ 315,000.00
ANIMAL SHELTER	100-19	\$ 252,250.00
DISPATCH	100-20	\$ 65,500.00
C. I. D.	150-11	\$ 60,000.00
PARK & CAP. IMPROVEMENT	200-21	\$ 627,800.00
SPORTS PROG	200-23	\$ 30,000.00
ELECTRIC	500-51	\$ 8,780,500.00
WATER	600-61	\$ 1,635,500.00
SEWER	600-62	\$ 1,826,000.00
PLANT	600-63	\$ 2,000.00
GARBAGE	700-71	\$ 530,000.00
NATURAL GAS	800-81	\$ 1,778,800.00
<b>TOTAL REVENUES</b>		<b>\$ 22,783,930.00</b>
EXPENSES		
DEPT	GL	PROPOSED 2023 BUDGET
GENERAL	100-11	\$ 2,240,790.00
POLICE	100-12	\$ 1,063,000.00
COURT	100-13	\$ 117,760.00
STREETS & TRANSPORTATION	100-14	\$ 1,950,950.00
AIRPORT	100-16	\$ 1,736,395.00
FIRE PROTECTION	100-17	\$ 205,000.00
BUILDING DEPT & PUBLIC WORKS	100-18	\$ 352,900.00
ANIMAL SHELTER	100-19	\$ 459,800.00
DISPATCH	100-20	\$ 138,950.00
C. I. D.	150-11	\$ -
PARK & CAP. IMPROVEMENT	200-21	\$ 412,220.00
SPORTS PROG	200-23	\$ 35,000.00
ELECTRIC	500-51	\$ 8,870,600.00
WATER	600-61	\$ 1,376,050.00
SEWER	600-62	\$ 1,216,000.00
PLANT	600-63	\$ 569,400.00
GARBAGE	700-71	\$ 485,000.00
NATURAL GAS	800-81	\$ 1,693,780.00
<b>TOTAL EXPENSES</b>		<b>\$ 22,923,595.00</b>
Total Revenue Year to Date		\$ 22,783,930.00
Total Expense Year to Date		\$ 22,923,595.00
<b>GAIN/LOSS</b>		<b>\$ (139,665.00)</b>

WE APPROVE AMENDING THE FINAL BUDGET TO REFLECT THE FINAL ACCRUAL BASIS, ADJUSTED BALANCES.

**AMENDED 07/20/2023**

## BUDGET WORKSHEET

### GENERAL FUND

#### DISPATCH

ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	RECEIVED YTD REVENUES	%	FY 2023	DESCRIPTION
100-20-	EMERGENCY SERVICE TAX	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF ST. ROBERT	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF RICHLAND	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF CROCKER	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF RICHLAND	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	IGA - CITY OF DIXON	\$ -	\$ -	#DIV/0!		UNFUNDED
100-20-	FUNDS FROM ELECTRIC	\$ -	\$ -	#DIV/0!	\$ 12,500.00	FUND \$65,625 FROM UTIL, STREET, PD, AS ELECTRIC 19%
100-20-	FUNDS FROM WATER	\$ -	\$ -	#DIV/0!	\$ 9,000.00	WATER 13.5%
100-20-	FUNDS FROM SEWER	\$ -	\$ -	#DIV/0!	\$ 3,000.00	SEWER 4.5%
100-20-	FUNDS FROM NATURAL GAS	\$ -	\$ -	#DIV/0!	\$ 6,500.00	NATURAL GAS 9.5%
100-20-	FUNDS FROM STREET	\$ -	\$ -	#DIV/0!	\$ 6,500.00	STREET 9.5%
100-20	FUNDS FROM POLICE DEPT	\$ -	\$ -	#DIV/0!	\$ 25,000.00	POLICE 39.5% \$17,000 911/Mules & \$50K Dispatch
100-20	FUNDS FROM ANIMAL SHELTER	\$ -	\$ -	#DIV/0!	\$ 3,000.00	ANIMAL SHELTER 4.5%
100-20-	PROCEEDS FROM GRANT	\$ -	\$ -	#DIV/0!		
100-20-	PROCEEDS FROM ARPA FUND	\$ -	\$ -	#DIV/0!		
<b>TOTAL REVENUES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ 65,500.00</b>	

GENERAL FUND						
DISPATCH						
ACCOUNT NUMBER	ACCOUNT TITLE	CUR BUDGET	EXPENDED YTD	%	FY 2024	DESCRIPTION
<b>EXPENSES</b>						
100-20-6010	SALARIES	\$ -	\$ -	#DIV/0!	\$ 55,000.00	
100-20-6020	PAYROLL TAXES	\$ -	\$ -	#DIV/0!	\$ 3,300.00	
100-20-6030	HEALTH INSURANCE	\$ -	\$ -	#DIV/0!	\$ 12,600.00	
100-20-6040	LAGERS	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6070	UNIFORMS	\$ -	\$ -	#DIV/0!	\$ 1,800.00	
100-20-6120	SUPPLIES	\$ -	\$ -	#DIV/0!	\$ 500.00	
100-20-6182	MAINT. & OPERATIONS	\$ -	\$ -	#DIV/0!	\$ 8,500.00	MHP (MULES), TAC
100-20-6220	AUDIT EXPENSE	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6260	DUES & MEMBERSHIPS	\$ -	\$ -	#DIV/0!	\$ 500.00	
100-20-6310	INSURANCE	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6320	TRAINING & TRAVEL	\$ -	\$ -	#DIV/0!	\$ 3,000.00	
100-20-6370	EMPLOYEE PROGRAMS	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6520	PHONE/FAX/INTERNET	\$ -	\$ -	#DIV/0!	\$ 1,500.00	
100-20-6550	EQUIPMENT	\$ -	\$ -	#DIV/0!	\$ 10,000.00	RADIO SET-UP, 3 ANTENNAS, EPS, RECORDER
100-20-6560	COPY MACHINE	\$ -	\$ -	#DIV/0!	\$ 500.00	
100-20-6800	MISCELLANEOUS EXPENSE	\$ -	\$ -	#DIV/0!	\$ 1,000.00	
100-20-6810	LEASE PAYMENTS	\$ -	\$ -	#DIV/0!	\$ -	
100-20-6830	FIXED ASSETS	\$ -	\$ -	#DIV/0!	\$ 20,000.00	2 DISPATCH CONSOLE \$20K
100-20-6835	OFFICE EQUIPMENT	\$ -	\$ -	#DIV/0!	\$ 10,000.00	PHONES, CHAIRS 2@ \$3K, DESK COMPUTERS, MONITORS
100-20-6836	IT EXPENSES	\$ -	\$ -	#DIV/0!	\$ 10,000.00	MODEM, ROUTER, IT CONTRACT
100-20-6950	POSTAGE	\$ -	\$ -	#DIV/0!	\$ 250.00	
100-20-7000	DRUG TESTING	\$ -	\$ -	#DIV/0!	\$ 500.00	
<b>TOTAL EXPENSES</b>		\$ -	\$ -	#DIV/0!	\$ 138,950.00	
<b>DISPATCH TOTALS</b>						
TOTAL BUDGETED REVENUES		\$ 65,500.00				
TOTAL BUDGETED EXPENSES		\$ 138,950.00				
<b>GAIN/LOSS</b>		\$ (73,450.00)				