

**WAYNESVILLE CITY COUNCIL  
MEETING AGENDA  
MARCH 16, 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. **February 16<sup>th</sup>, 2022**
- c. Approval of Bills

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

**Invocation  
Pledge of Allegiance**

**3. CITIZENS COMMENTS**

**4. SPECIAL GUESTS – PRESENTATIONS**

- a. **PARK BOARD APPOINTMENTS** – Rachel Watson & David Neely
- b. **PLANNING & ZONING APPOINTMENT** – Jeremiah Nickels & Abby Hosette
- c. **BOARD OF ADJUSTMENTS APPOINTMENT** – Jason Baker

**5. ELECTION OF MAYOR AND MAYOR PRO TEM**

**6. BOARD – COMMISSION – LIAISON REPORTS**

- a. **Park Board – Chairman Militti**
  - i. Report on March 9th, Meeting
- b. **Planning and Zoning – Councilman Davis**
  - i. No Meeting Held.

**7. STANDING COMMITTEE REPORTS**

- a. **Roads and Grounds – Councilman Farnham**
  - i. Report on March 2<sup>nd</sup> Meeting.
- b. **Utility – Councilman Conley**
  - i. Report on February 7th, Meeting
  - ii. **PROPOSED ORDINANCE** – HB2023-06 – Approving rate increases for City of Waynesville Utility Services

- c. **Economic Development & Governmental Affairs Committee – Councilman Rice**
  - i. Report on March 7th, Meeting
- d. **Police Committee – Councilman Wilson**
  - i. Report on February 9th, meeting
- e. **Finance and Human Resources Committee – Councilman Davis**
  - i. Report on February 9th, meeting
  - ii. **PROPOSED ORDINANCE** – HB2023-09 – Amending the 2023 Budget – Purchase of Excavator
- f. **Waynesville/St. Robert Joint Airport Board – Councilman Liberty**
  - i. Report on February 28<sup>th</sup>, meeting.
  - ii. **PROPOSED ORDINANCE** – HB2023-07 – Approving Consulting Agreement for Airport Pavement Maintenance – Burns & McDonald
  - iii. **PROPOSED ORDINANCE** - HB2023-10 – Approving an Airport Marketing Agreement with Sustainable Ozarks Partnership

## **8. OTHER BUSINESS**

- a. Approval of Council Committee Assignments

## **9. CITY ADMINISTRATOR REPORT**

## **10. COUNCIL COMMENTS**

## **11. MAYOR COMMENTS**

## **12. ADJOURNMENT**

**WAYNESVILLE CITY COUNCIL**  
**FEBRUARY 16<sup>TH</sup>, 2023**  
**5:00PM**

**Call to Order:** Mayor Pro Tem Wilson called the February 16<sup>th</sup>, 2023 meeting of the Waynesville City Council to order at 5:00pm.

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

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

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

YEAS: Davis, Wilson, Rice, Liberty, Conley  
NAYS: None  
Motion passed

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

YEAS: Davis, Wilson, Rice, Liberty, Conley  
NAYS: None  
Motion passed

Council entered closed session at 5:01pm.

Council out of closed session at 5:18pm.

**Opening Comments by Mayor Pro Tem Wilson** – Mayor Pro Tem Wilson stated that the Council is planning for the future as several tasks have already been scheduled to complete. Mayor Pro Tem Wilson advised that the most important task at hand is to bring our Committees, Boards and Council to full staff.

#### **Citizens Comments**

**Luge Hardman** – Mrs. Hardman addressed the Council regarding her role on both the 100<sup>th</sup> Anniversary of the Roubidoux Bridge Committee and the Route 66 Centennial Commission. Mrs. Hardman presented the Council with commemorative bracelets for the Anniversary event. Mrs. Hardman stated that she is extremely disappointed in some members of our community concerning their actions against the proposed Dollar General that will be located downtown. Mrs. Hardman stated that the City has rules to follow and we believe in free enterprise. Mrs. Hardman stated she is very proud of the strength the City Council has shown during the trying times of the last few months.

#### **Special Guests – Presentations**

- a. **Rodney Parrott – Dollar General.** Mr. Parrott provided the Council with a preliminary plan of the Dollar General site.

—

## Board – Commission – Liaison Reports

### Park Board

- a. Report on February 9<sup>th</sup> meeting. Assistant Chairman Randy Brown briefed the Council on Park Maintenance and current projects, including the naming of the Park Pavilions.

### Planning and Zoning

- a. No meeting Held. No Report

## Standing Committee Reports

### Utility Committee

- a. Report on February 7<sup>th</sup>, meeting. Councilman Conley briefed the Council on Utility updates and departmental tasks.

### Economic Development & Government Affairs

- a. Report on the February 7<sup>th</sup>, meeting. Councilman Rice briefed the Council on economic development issues and businesses being spotlighted in the months to come.
- b. **PROPOSED ORDINANCE** – Authorizing the Mayor Pro Tem to Accept a Memorandum of Understanding from Dollar General Regarding the Conveyance of Property to the City of Waynesville. Ordinance was read by title twice and its adoption and passage was moved by Councilman Liberty and seconded by Councilman Rice.

YEAS: Davis, Wilson, Rice, Liberty, Conley

NAYS: None

Motion passed

### Roads and Grounds

- a. No Meeting held. No report.

### Police & Emergency Services Committee

- a. Report on January 12<sup>th</sup>, meeting. Councilman Liberty stated a draft mutual aid agreement with the Pulaski County Sheriff's Department was reviewed with a final draft coming in the next few months. Councilman Liberty also briefed the Council on Police and Fire Department updates.
- b. **PROPOSED ORDINANCE** – Authorizing Intergovernmental Agreement with Saint Robert Regarding Legal Representation for Animal Control Issues. The Animal Shelter

has been housing 12 dogs for Saint Robert on an animal abuse case since October of 2022. Because of this we are unable to take in any other animals as we are at capacity. Saint Robert's Attorney Tyce Smith will work with County Prosecutor Kevin Hillman to expedite the case in order to get the dogs either released back to the owner or eligible for adoption. Ordinance was read by title twice and its adoption and passage was moved by Councilman Conley and seconded by Councilman Davis.

YEAS: Davis, Wilson, Rice, Liberty, Conley

NAYS: None

Motion passed

#### Finance & Human Resources Committee

- a. Report on January 12th, meeting. Councilman Davis briefed the Council on the City's finances and current budget.
- b. **PROPOSED ORDINANCE** – Authorizing Budget Amendment for New Animal Control Vehicle. Ordinance was read by title twice and its adoption and passage was moved by Councilman Davis and seconded by Councilman Conley.

YEAS: Davis, Wilson, Rice, Liberty, Conley

NAYS: None

Motion passed

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

- a. Report on January 24<sup>th</sup> meeting. Councilman Liberty briefed the Council on Airport updates including fuel sales and marketing efforts. Councilman Liberty also stated that the Board received updates concerning the NPE grant funds and the Terminal Master Plan.

#### **Other Business**

- a. **APPOINTMENT** – Robert Hyatt to Ward IV

Mayor Pro Tem Wilson put forth, Robert Hyatt as a nominee to the vacant seat in Ward IV. Councilman Liberty made a motion to accept the nomination and Councilman Davis seconded.

YEAS: Davis, Wilson, Rice, Liberty, Conley

NAYS: None

Motion passed

Councilman Hyatt was sworn in by City Clerk Michele Brown.

## **City Administrator's Report**

City Administrator John Doyle updated in the Council on ARPA project funding. Unused funds will be redistributed to purchase new side-arms for the Police Department, fund the Small Business Enhancement Program, cover costs of upgrades to the Animal Shelter and install a gate at the Lawn and Leaf Facility. Mr. Doyle also stated that the RV Park upgrade was 70% complete and progress concerning the GIS mapping of the City is ahead of schedule.

## **Council Comments**

- |                 |  |
|-----------------|--|
| Conley -        | Stated he is excited for the development in downtown and reminded citizens that there is a fundraiser for Youth Sports at Freddie's in Saint Robert this weekend.  |
| Liberty -       | Thanked the Council for all the hard work they put in.   |
| Rice -          | Thanked the citizens for the suggestions they made regarding the Dollar General. Thanked Mr. Doyle and Doug Potts for working with Dollar General to see the suggestions implemented.  |
| Davis -         | Stated that the office staff of City Hall is treated poorly on a regular basis. Do your best to be nice.   |
| Mayor Pro Tem - | Reminded everyone of the Chamber's Leadership Banquet on Friday night. Mayor Pro Tem Wilson stated that the City would start to stream their committee and board meetings in the next few months in an effort to improve communications between the city and its citizens. |

## **Adjournment**

There being no further business to come before this session of the Waynesville City Council, the meeting was adjourned at 6:18pm by Mayor Pro Tem Wilson . The next regularly scheduled session of the Waynesville City Council is March 16th, 2023 at 5:30pm.

Respectfully submitted,

Michele Brown  
City Clerk

Updated 2-27-23 @

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
5 SECURITY BANK (CONS)7034806										
34006	2/01/2023	100005319	AMBASSADORS CLUB			40.00				
34007	2/01/2023	80200	ANIXTER INC			34,875.00				
34008	2/01/2023	10986	BAYS, LYNN			300.00				
34009	2/01/2023	10962	BEAL DONALD			300.00				
34010	2/01/2023	11659	BENNETT, JAMES			300.00				
34011	2/01/2023	100005162	BENTON & ASSOCIATES INC			9,854.92				
34012	2/01/2023	11446	BIG STATE INDUSTRIAL SUPPLY			212.85				
34013	2/01/2023	10848	MARY A. BOX			300.00				
34014	2/01/2023	100003752	MICHELE L. BROWN			300.00				
34015	2/01/2023	11585	BRUCE, MELONY			300.00				
34016	2/01/2023	100001100	CABLEAMERICA-MISSOURI			116.95				
34017	2/01/2023	10480	NATHAN CARMON			300.00				
34018	2/01/2023	10879	BEATRICE A CARNEY			300.00				
34019	2/01/2023	10592	JASON CHAPMAN			300.00				
34020	2/01/2023	10000486	CORE & MAIN LP			3,904.00				
34021	2/01/2023	10849	NATHANIEL D. COX			300.00				
34022	2/01/2023	100005096	SHELDON CORLEY			300.00				
34023	2/01/2023	11532	DOYLE, JOHN			300.00				
34024	2/01/2023	11120	FRANCIS, RICHARD			300.00				
34025	2/01/2023	70120	GFI DIGITAL, INC.			5.61				
34026	2/01/2023	10357	GLASSHOPPER LLC			395.00				
34027	2/01/2023	11101	GROSS TYLOR			300.00				
34028	2/01/2023	10869	GUY, MICHAEL			300.00				
34029	2/01/2023	11270	HALL, MICHAEL			300.00				
34030	2/01/2023	11419	HALTERMAN, BRAD			300.00				
34031	2/01/2023	11122	HARAGAN TREY			300.00				
34032	2/01/2023	11324	HAUBRICH, JANICE			300.00				
34033	2/01/2023	100003701	JOSHUA A. HAZEL			300.00				
34034	2/01/2023	11633	HENDRIX, TRISTAN			300.00				
34035	2/01/2023	11502	HOARD, COREY			300.00				
34036	2/01/2023	10221	WILLIAM JEWETT			300.00				
34037	2/01/2023	11276	JONES MIRIAM			300.00				
34038	2/01/2023	10644	DUSTIN JONES			300.00				
34039	2/01/2023	10000249	LONE OAK PRINTING CO.			255.00				
34040	2/01/2023	11045	LUTZKE, PAUL			300.00				
34041	2/01/2023	11453	MCDONALD, JAMES M			300.00				
34042	2/01/2023	11501	MENDEZ, JOSEPH			300.00				
34043	2/01/2023	100003241	BRIAN D MOORE			300.00				
34044	2/01/2023	11587	POTTS, DOUG			300.00				
34045	2/01/2023	100003939	KYLE PROCK			300.00				
34046	2/01/2023	11713	PULASKI COUNTY WEEKLY			3,775.00				
34047	2/01/2023	10000301	RICOH USA, INC			469.29				
34048	2/01/2023	10712	MICHAEL P RUESS			300.00				
34049	2/01/2023	10000445	SANMAN'S CAR CARE CENTER			155.85				
34050	2/01/2023	100003892	JOSHUA SHARPENSTEEN			300.00				
34051	2/01/2023	10870	SNYDER, GREG			300.00				
34052	2/01/2023	11124	THOMSON DONALD			300.00				
34053	2/01/2023	21270	UNITED STATES POSTAL SERVICE			6,000.00				
34054	2/01/2023	11534	WORTH JENNIFER			300.00				
34055	2/01/2023	100005117	TRACEY YORK			300.00				
34056	2/09/2023	10962	BEAL DONALD			113.99				

**ACCOUNTS PAYABLE CHECK REGISTER**

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
34057	2/09/2023	11026	COVETRUS NORTH AMERICA	1,130.50				
34058	2/09/2023	10996	FAMILY SUPPORT PAYMENT CENTER	175.00				
34059	2/09/2023	10335	GIER OIL COMPANY, INC.	7,416.57				
34060	2/09/2023	10644	DUSTIN JONES	175.60				
34061	2/09/2023	10675	ONSOLVE, LLC	5,000.00				
34062	2/09/2023	10142	SING RENTAL	1,062.95				
34063	2/09/2023	11125	UNDERGROUND CONCRETE	2,287.84				
34064	2/09/2023	11276	JONES MIRIAM	18.00				
34065	2/09/2023	11310	DOGWOOD ANIMAL SHELTER	745.00				
34066	2/09/2023	11452	DEPUTY & MIZELL, LLC	97.30				
34067	2/09/2023	11841	WHOLESALE ELECTRIC SUPPLY	324.19				
34068	2/09/2023	11842	ELYA, TERRESA	300.00				
34069	2/09/2023	11843	MORTON, DEBRA	176.17				
34070	2/09/2023	20340	TOWN & COUNTRY	1,702.00				
34071	2/09/2023	22050	VISION CARE DIRECT	64.98				
34072	2/09/2023	1000046	BUSINESS GRAPHICS	855.60				
34073	2/09/2023	1000049	BEASLEY'S HVAC LLC.	1,016.32				
34074	2/09/2023	1000061	CHAMBER OF COMMERCE	250.00				
34075	2/09/2023	1000080	CLEAN THE UNIFORM CO. JOPLIN	935.79				
34076	2/09/2023	10000149	FLETCHER-REINHARDT CO.	13,428.04				
34077	2/09/2023	10000151	FAMILY SUPPORT PAYMENT CENTER	92.31				
34078	2/09/2023	10000162	GALLS, LLC.	116.60				
34079	2/09/2023	10000172	GROEBNER & ASSOCIATES, INC	486.02				
34080	2/09/2023	10000190	WILLARD QUARRIES	22,817.77				
34081	2/09/2023	10000227	ACCUDATA COLLECTION SERVICE	73.33				
34082	2/09/2023	10000228	KENCO FIRE EQUIPMENT, INC.	319.75				
34083	2/09/2023	10000249	LONE OAK PRINTING CO.	76.00				
34084	2/09/2023	10000259	MCCULLOCH CLEANING	2,700.00				
34085	2/09/2023	10000306	MISSOURI ONE CALL SYSTEM	160.65				
34086	2/09/2023	10000329	O'REILLY AUTOMOTIVE, INC.	485.69				
34087	2/09/2023	10000355	GENESIS	50.00				
34088	2/09/2023	10000486	CORE & MAIN LP	966.56				
34089	2/09/2023	10000519	SUMNERONE, INC	55.17				
34090	2/09/2023	100003138	THE PARADIGM ALLIANCE, INC.	4,267.08				
34091	2/09/2023	100005129	KPM CPAS AND ADVISORS	4,000.00				
34092	2/09/2023	100005256	TRANSUNION RISK & ALTERNATIVE	230.40				
34093	2/09/2023	100005307	JACK'S LOCK & KEY LLC	6,888.32				
34094	2/15/2023	10773	66 GARAGE	489.46				
34095	2/15/2023	10921	ANCHOR TACTICAL SUPPLY	700.00				
34096	2/15/2023	100003636	BUS ANDREWS TRUCK EQUIP INC	650.00				
34097	2/15/2023	1000057	BUTLER SUPPLY	91.00				
34098	2/15/2023	10000100	CABLEAMERICA-MISSOURI	425.95				
34099	2/15/2023	1000061	CHAMBER OF COMMERCE	51.00				
34100	2/15/2023	1000194	CITY OF ST ROBERT TRANSFER	41,566.40				
34101	2/15/2023	11410	CITY OF ST. ROBERT	51,000.00				
34102	2/15/2023	11427	CONNECTED, LLC	802.00				
34103	2/15/2023	11310	DOGWOOD ANIMAL SHELTER	287.00				
34104	2/15/2023	10472	ENVIRO-LINE CO., INC.	18,197.00				
34105	2/15/2023	100003666	LMC CONVENIENCE STORE	1,289.94				
34106	2/15/2023	10000249	LONE OAK PRINTING CO.	83.85				
34107	2/15/2023	10000278	MISSOURI ANIMAL CONTROL ASSO.	175.00				
34108	2/15/2023	20410	MARTIN EQUIPMENT	8,559.86				
34109	2/15/2023	10889	MODERN MARKETING	269.18				



**ACCOUNTS PAYABLE CHECK REGISTER**

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
34110	2/15/2023	11277	MY NETWORKS	1,840.00				
34111	2/15/2023	11587	POTTS, DOUG	87.43				
34112	2/15/2023	10000347	PULASKI COUNTY CLERK	1,702.06				
34113	2/15/2023	10000374	PULASKI CO SEWER DISTRICT #1	650.62				
34114	2/15/2023	10466	JONATHAN QUALE	300.00				
34115	2/15/2023	10000438	RPCS, INC.	116.67				
34116	2/15/2023	10000445	SANMAN'S CAR CARE CENTER	422.12				
34117	2/15/2023	10000413	SHO ME POWER	5,185.00				
34118	2/15/2023	100369	STRESSCRETE, INC.	19,423.80				
34119	2/15/2023	19520	SWENSON'S AUTO SERVICE	251.57				
34120	2/15/2023	11802	WAITS, DUSTIN	300.00				
*	34121 Thru 34122							
34123	2/23/2023	1000053	BEST FRIENDS ANIMAL HOSPITAL	840.29				
34124	2/23/2023	1000090	COMMITTEE OF FIFTY	30.00				
34125	2/23/2023	11452	DEPUTY & MIZELL, LLC	97.30				
34126	2/23/2023	11846	ERLEWINE, DUSTIN & JAMIE	61.42				
34127	2/23/2023	10000151	FAMILY SUPPORT PAYMENT CENTER	92.31				
34128	2/23/2023	10996	FAMILY SUPPORT PAYMENT CENTER	175.00				
34129	2/23/2023	70250	GRAINGER	544.16				
34130	2/23/2023	11122	HARAGAN TREY	206.50				
34131	2/23/2023	11847	HUDSON, JEREMY	21.68				
34132	2/23/2023	11445	HUDSON, WILLIAM	1,042.00				
34133	2/23/2023	11530	KESSINGER DIAGNOSTIC CENTRE	25.00				
34134	2/23/2023	11848	LANKFORD, ABBY	40.00				
34135	2/23/2023	10153	SOP/LEONARD WOOD INSTITUTE	3,084.78				
34136	2/23/2023	11277	MY NETWORKS	1,012.33				
34137	2/23/2023	10000301	RICOH USA, INC	86.98				
34138	2/23/2023	10000445	SANMAN'S CAR CARE CENTER	110.85				
34139	2/23/2023	11815	SIOUX SALES COMPANY	7,070.00				
34140	2/23/2023	10000519	SUMNERONE, INC	189.05				
34141	2/23/2023	11849	SUNSET LAW ENFORCEMENT	1,127.20				
34142	2/23/2023	11433	SURKAMP, HENRY	1,500.00				
34143	2/23/2023	10924	TOTH & ASSOCIATES	4,555.42				
34144	2/23/2023	100005183	TRAIL OF TEARS ASSOCIATION	100.00				
34145	2/23/2023	20420	TRIPLE K, INC.	58,772.46				
34146	2/23/2023	21290	USA BLUE BOOK	2,819.25				
34147	2/23/2023	10039	USACE FINANCE CENTER	4,550.00				
34148	2/23/2023	11850	WADE'S AUTO & DIESEL LLC	381.71				
34149	2/23/2023	23110	WILLARD ASPHALT PAVING, INC.	66,650.00				
34150	2/23/2023	11799	WILSON, SEAN	300.00				
34151	2/27/2023	11275	BROWN JERRY	300.00				
*	34152 Thru 9266592							
9266593	2/01/2023	11606	SHELTERMANAGER LTD	353.15				E-PAY
9266594	2/01/2023	10000292	MISSOURI DEPT. OF REVENUE	5,561.50				E-PAY
9266595	2/01/2023	11839	AMERICAN PUBLIC POWER	328.78				E-PAY
9266596	2/01/2023	100004002	AMAZON.COM	15.93				E-PAY
9266597	2/01/2023	100004002	AMAZON.COM	447.99				E-PAY
9266598	2/01/2023	100004002	AMAZON.COM	78.89				E-PAY
9266599	2/01/2023	1000020	VOYA INSTITUTIONAL TRUST CO.	780.00				E-PAY
9266600	2/01/2023	100004002	AMAZON.COM	246.34				E-PAY
9266601	2/01/2023	11444	SUNSHINE POS, LLC	240.23				E-PAY
9266602	2/10/2023	10000208	INTERNAL REVENUE SERVICE	23,444.75				E-PAY
9266603	2/09/2023	21290	USA BLUE BOOK	258.37				E-PAY

**ACCOUNTS PAYABLE CHECK REGISTER**

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
9266604	2/09/2023	100004002	AMAZON.COM	30.08				E-PAY
9266605	2/09/2023	120150	LOWE'S	2,691.09				E-PAY
9266606	2/09/2023	100004002	AMAZON.COM	148.75				E-PAY
9266607	2/09/2023	100004002	AMAZON.COM	5.95				E-PAY
9266608	2/09/2023	10945	MISSOURI INTERGOVERNMENTAL RIS	36,313.00				E-PAY
9266609	2/09/2023	10000100	CABLEAMERICA-MISSOURI	112.82				E-PAY
9266610	2/09/2023	10000100	CABLEAMERICA-MISSOURI	114.77				E-PAY
9266611	2/09/2023	11080	HUGHESNET	166.39				E-PAY
9266612	2/09/2023	11844	GOOGLE GSUITE FLYFLW	3.10				E-PAY
9266613	2/09/2023	11617	SUN LIFE FINANCIAL	2,779.83				E-PAY
9266614	2/09/2023	11199	ORSHELN	151.60				E-PAY
9266615	2/15/2023	10982	MARGARITAVILLE	351.81				E-PAY
9266616	2/15/2023	100004002	AMAZON.COM	37.99				E-PAY
9266617	2/15/2023	11650	CULLIGAN OF JEFFERSON CITY	28.40				E-PAY
9266618	2/15/2023	11650	CULLIGAN OF JEFFERSON CITY	43.09				E-PAY
9266619	2/15/2023	11459	JIFFY SHIRTS	83.90				E-PAY
9266620	2/15/2023	100003316	LIBERTY NATIONAL	204.41				E-PAY
9266621	2/15/2023	10000268	MISSOURI JOINT MUNICIPAL	382,146.39				E-PAY
9266622	2/15/2023	10000472	BRIGHTSPEED	288.63				E-PAY
9266623	2/15/2023	21140	UMB BANK N.A.	6,488.63				E-PAY
9266624	2/15/2023	100004002	AMAZON.COM	41.70				E-PAY
9266625	2/15/2023	11459	JIFFY SHIRTS	208.90				E-PAY
9266626	2/15/2023	11845	WRIST-BAND	305.00				E-PAY
9266627	2/15/2023	1000011	AFLAC	136.52				E-PAY
9266628	2/15/2023	1000085	COLONIAL LIFE & ACCIDENT	1,412.30				E-PAY
9266629	2/15/2023	21140	UMB BANK N.A.	12,289.17				E-PAY
9266630	2/15/2023	10000138	EVERY BLOOMIN' THING	58.71				E-PAY
9266631	2/24/2023	10000208	INTERNAL REVENUE SERVICE	22,282.77				E-PAY
9266632	2/23/2023	10000244	LACLEDE ELECTRIC COOP.	3,074.79				E-PAY
9266633	2/23/2023	11851	RURAL WATER IMPACT	457.00				E-PAY
9266634	2/23/2023	11115	POSTALIA TDC POSTAGE	1,000.00				E-PAY
9266635	2/23/2023	10151	ENTERPRISE RENT-A-CAR	6,733.02				E-PAY
9266636	2/23/2023	10361	DISH NETWORK	133.57				E-PAY
9266637	2/23/2023	100004002	AMAZON.COM	32.46				E-PAY
9266638	2/23/2023	10352	WAL-MART	67.84				E-PAY
9266639	2/23/2023	100004002	AMAZON.COM	104.76				E-PAY
9266640	2/23/2023	10352	WAL-MART	117.84				E-PAY
9266641	2/23/2023	11852	RED ROOF PLUS	158.37				E-PAY
9266642	2/23/2023	100004002	AMAZON.COM	36.93				E-PAY
9266643	2/23/2023	11459	JIFFY SHIRTS	27.30-				E-PAY
9266644	2/23/2023	100004002	AMAZON.COM	175.00				E-PAY
9266645	2/23/2023	10000100	CABLEAMERICA-MISSOURI	236.95				E-PAY
9266646	2/23/2023	100005318	AVFUEL CORP	20.00				E-PAY
9266647	2/23/2023	10000272	MUNICIPAL GAS COMMISSION OF	172,116.97				E-PAY

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

BANK TOTALS:	
OUTSTANDING	1,148,043.39
CLEARED	.00
	-----
BANK 5 TOTAL	1,148,043.39

**ACCOUNTS PAYABLE CHECK REGISTER**

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
			**VOIDED**	.00				
		FUND		TOTAL	OUTSTANDING		CLEARED	VOIDED
100	GENERAL			261,199.30	261,199.30		.00	.00
200	PARK			19,821.14	19,821.14		.00	.00
500	ELECTRIC			484,892.97	484,892.97		.00	.00
600	WATER / SEWER FUND			156,595.07	156,595.07		.00	.00
700	TRASH			41,566.40	41,566.40		.00	.00
800	NATURAL GAS			183,968.51	183,968.51		.00	.00

**ACCOUNTS PAYABLE CHECK REGISTER**  
**\*\*\* CHECK SUMMARY \*\*\***

BANK#	BANK NAME	DESCRIPTION
CHECK#		
<hr/>		
5	SECURITY BANK (CONS)	7034806
34006 Thru	34120	Accounts Payable Checks
34121 Thru	34122	Payroll Checks
34123 Thru	34151	Accounts Payable Checks
9266593 Thru	9266647	Accounts Payable E-Pay



CITY OF

**WAYNESVILLE**

*Missouri*

**LETTER OF APPOINTMENT**

March 16<sup>th</sup>, 2023

To: City Council Members

From: Mayor Pro Tem Sean A. Wilson

**RE: Appointment of Rachel Watson to Park Board**

By the authority vested in me, I, **SEAN A. WILSON**, Mayor of the City of Waynesville, Missouri, hereby appoint **RACHEL WATSON** to the Waynesville Park Board. This seat will be up for re-appointment March of 2028.

Very truly yours,

Sean A. Wilson  
Mayor Pro Tem





CITY OF  
**WAYNESVILLE**  
*Missouri*

**LETTER OF APPOINTMENT**

March 16<sup>th</sup>, 2023

To: City Council Members

From: Mayor Pro Tem Sean A. Wilson

**RE: Appointment of David Neely to Park Board**

By the authority vested in me, I, **SEAN A. WILSON**, Mayor of the City of Waynesville, Missouri, hereby appoint **DAVID NEELY** to the Waynesville Park Board. This seat will be up for re-appointment March of 2028.

Very truly yours,

Sean A. Wilson  
Mayor Pro Tem



**David (Dave) Neeley**  
**Short Biography**

- **Married-** wife is Inez Borjon Neeley
- **Children-** Alex and Shanna (both Waynesville HS graduates)
- **Residence-** Resided in Waynesville for over 30 years
- **Occupation-**
  - ✓ Vice President, Operations- Summit Technologies, Inc. (Govt. Contractor)
  - ✓ Environmental Management Professor at Webster University, St Louis
- **Military Service-**
  - ✓ Retired US Army Corp of Engineers Officer (20 years)
  - ✓ First and last military assignments at Fort Leonard Wood (1979 & 1993).
- **Education-**
  - ✓ M.A. Webster University
  - ✓ B.S. Texas A&M University
- **Local Boards and Civic Involvement:**
  - ✓ Board of Directors, Educational Programs Coordinator, Fort Leonard Wood Society of American Military Engineers (SAME) Chapter, 1998 to Present
  - ✓ Coach, Team Justice Competitive Soccer Team, 2017 to Present
  - ✓ Board Member, Waynesville School District Science, Technology, Engineering and Mathematics (STEM) Committee, 2014 to 2016
  - ✓ Chairman, 2014 TEXOMA/Missouri River Region Joint Engineer Training Symposium (JETS)
  - ✓ President, Fort Leonard Wood SAME Chapter, 2009 to 2010
  - ✓ Conference Co-chair, Missouri River Regional SAME Conferences, 2002 and 2006
  - ✓ Waynesville/Saint Robert Chamber of Commerce Board of Directors, 1998 to 2002



CITY OF  
**WAYNESVILLE**  
*Missouri*

**LETTER OF APPOINTMENT**

March 16<sup>th</sup>, 2023

To: City Council Members

From: Mayor Pro Tem Sean A. Wilson

**RE: Appointment of Jeremiah Nickels to Planning & Zoning Commission**

By the authority vested in me, I, **SEAN A. WILSON**, Mayor of the City of Waynesville, Missouri, hereby appoint **JEREMIAH NICKELS** to the Waynesville Planning & Zoning Commission. This seat will be up for re-appointment March of 2027.

Very truly yours,

Sean A. Wilson  
Mayor Pro Tem



Jeremiah has spent most of his life as a Pulaski county resident living predominantly in the Laquey and Crocker areas. He moved to Waynesville in 2019 where he lives with his wife Sara. Jeremiah has 5 children and one grandson. In 2022 Jeremiah started working for the Veterans Health Administration as a Human Resources Specialist responsible for recruitment and placement of employees for VA hospitals in the Oklahoma and Colorado area. He enjoys the outdoors and attending St Louis Cardinals baseball games.

## **JEREMIAH NICKELS**

HR Specialist, VISN 19 Hire Right Hire Fast – HKA/MSA – Team 1  
Rocky Mountain Network  
Veterans Health Administration  
303-202-8605 (Virtual)



CITY OF  
**WAYNESVILLE**  
*Missouri*

**LETTER OF APPOINTMENT**

March 16<sup>th</sup>, 2023

To: City Council Members

From: Mayor Pro Tem Sean A. Wilson

**RE: Appointment of Abby Hosette to Planning & Zoning Commission**

By the authority vested in me, I, **SEAN A. WILSON**, Mayor of the City of Waynesville, Missouri, hereby appoint **ABBY HOSETTE** to the Waynesville Planning & Zoning Commission. This seat will be up for re-appointment March of 2027.

Very truly yours,

Sean A. Wilson  
Mayor Pro Tem



Abby Hosette

Hi, I am Abby Hosette and I am writing to introduce myself. I am a military wife, a mother of 2 young boys, a small business owner and DIY'er. I love woodworking and I have made a full time job doing this, where I custom design and build furniture. I love interior design and making custom peices that help make homes more funtional. I work with alot of businesses and local people in our city and I would love to help with more opportunites that will help me learn and grow. I have a passion for making and doing things right.

My husband retires in a few months from the Army. We have decided to stay in Waynesville and keep this as our home. I grew up on a small farm in Iowa, so this is a good drive of only 5.5 hrs from my hometown. My family and I enjoy home improvements, going to baseball games in St. Louis, building LEGOs with our boys and swimming in our pool in the summer. We are involed with alot of the youth sports in the area and have grown very fond of this small town. I am grateful for an opportunity to help more wih the community.

Looking forward to getting to know you all!

Abby



CITY OF  
**WAYNESVILLE**  
*Missouri*

**LETTER OF APPOINTMENT**

March 16<sup>th</sup>, 2023

To: City Council Members

From: Mayor Pro Tem Sean A. Wilson

**RE: Appointment of Jason Baker to Board of Adjustments**

By the authority vested in me, I, **SEAN A. WILSON**, Mayor of the City of Waynesville, Missouri, hereby appoint **JASON BAKER** to the Waynesville Board of Adjustments. This seat will be up for re-appointment April of 2028.

Very truly yours,

Sean A. Wilson  
Mayor Pro Tem



Jason Baker has been a lifelong resident of Pulaski County residing just outside of Dixon Missouri. He is a Dixon High School Graduate, possesses an Associates Degree from Linn State Technical College (now State Technical College of Missouri) at Linn Missouri in Electrical Distribution Systems, and a Bachelors Degree from Missouri University of Science and Technology at Rolla Missouri in Civil Engineering. He is a US Department of Labor Certified Journeyman Lineman, Missouri DNR Certified Asbestos Inspector, United States Steel Tank Institute Certified Above Ground Storage Tank Inspector, and Project Management Institute-Project Management Professional. Over the course of his career, he has served in various positions including Journeyman Lineman for the City of Saint Robert, Project Engineer for the US Army Corps of Engineers, Environmental Engineer for the US Army Corps of Engineers, and is currently Chief of the Project Management Branch – US Army Garrison, Directorate of Public Works, Engineering Division.

## ROADS & GROUNDS COMMITTEE MEETING SUMMARY

March 2, 2023 5:00 p.m.

### **In Attendance:**

**Members:** Chairman Bill Farnham, Councilman Amanda Koren

**Absent:** Councilman Cecil Davis

**City Staff:** John Doyle, Jason Chapman, Michele Brown

**Guests:** Joe Krill Keith Pritchard

**Media:** Darrell Maurina

- 1. Call to Order & Citizen Comments** – Chairman Farnham called the meeting to order at 5:02 p.m.  
**Joe Krill – 1726 Sanders** – Mr. Krill asked when the speed trailer would be up at Sanders and JC Avenue. He also requested the stop sign at Long and Collier be placed back the way it was.
- 2. Approval of Minutes-** Councilman Koren made a motion to approve the minutes from February 2, 2022. Chairman Farnham seconded the motion. Motion passed.
- 3. Proposed Committee Week Schedule and Assignments-** Mr. Doyle presented a proposed new schedule for all committees of the Council and new assignments for Council members to those committees. This structure would free up more time for staff to complete tasks and prepare for Council.
- 4. Project Updates:** Mr Doyle stated that the information received from the Speed trailer at Swedeborg was extremely valuable in regards to traffic counts. Mr. Doyle stated that the trailer would be relocating up on Sanders and JC Avenue as Mr. Krill had requested. Mr. Doyle stated that staff is currently working through the requirements needed to put the TAP Grant project out to bid for engineering.
- 5. Red Oak Road** – Mr. Doyle stated that County was in the process of scheduling Red Oak Road for paving. Mr. Doyle stated it would be a good time for the City to enter into an Intergovernmental Agreement with the County in order to include 600ft of Red Oak Road that the City maintains.
- 6. Land Proposal & Planning** – Mr. Doyle stated that the Dollar General project is proceeding with no variance or re-zoning requests as the current zoning of the property conforms to the plans presented by Dollar General. Also, the City was able to obtain the property between the proposed site and the current building to the east at a very reasonable rate. This property will be used to add additional parking, along with EV charging stations and a small pocket park. City Clerk Michele Brown stated that Dollar General has been very accommodating and great to work with.
- 7. Street Department Updates-** Jason Chapman, Street Department stated that they have been busy hauling rock to the Summit, RV Park and to repair pot holes on gravel roads. The Street Department has also assisted in tree removal in the RV Park as well.
- 8. Other Business** – Mr. Doyle stated they received an email from a citizen complaining of all the trash along Hwy T. Street Department Supervisor Jason Chapman stated that most people do not understand that is a MoDOT highway and that the City limits ends right past Oakridge Drive. The City doesn't maintain anything past the limit sign. Councilman Koren stated that she disagreed with the citizen's assessment, that the City is beautiful and clean.

Having no further business, the meeting was adjourned at 6:01 p.m.

The next scheduled meeting TBD.

**UTILITY COMMITTEE MEETING  
SUMMARY REPORT  
March 7, 2023, 3:30 PM**

**Attendance:**

**Board:** Councilman Ed Conley, Councilman Rob Rice, Councilman Liberty

**Staff:** Michele Brown, Tracey York, Amber Box, Daniel Shelden, Donnie Beal, Joe York, Doug Potts

**Visitors:** Darrell Maurina

- **Call to Order** – Councilman Conley called the meeting to order at 3:30 pm. No citizen comments.
  - **Approval of Minutes – February 7, 2023** – Councilman Rice made the motion to approve the meeting minutes and Councilman Wilson seconded.
  - **Proposed Committee Week Schedule/Boards & Commission Week Schedule**  
Mayor Pro Tem Sean Wilson presented the *Proposed Committee Week Schedule/Boards & Commission Week Schedule* to the utility committee to look over and review. Councilman Rice made the motion to approve the schedules and move to City Council for approval. Councilman Wilson seconds and all were in favor.
  - **Proposed Committee Assignments**  
Mayor Pro Tem Sean Wilson presented the *Proposed Committee Assignments* to look over and review. Councilman Rice made the motion to approve and Councilman Wilson seconds. All were in favor.
  - **Rate Increases/Per Cost of Service Study (TOTH Engineering)**
    - **Sewer Rate Increase, Water Rate Increase, Electric Rate Increase, Natural Gas Increase**  
City Clerk Michele Brown presented to the utility committee *Rate Increases/Per Cost of Service Study (TOTH Engineering) for Sewer, Water Electric and Natural Gas Rate Increase.*
      - Sewer Rate Increase** – Effective January 1, 2024
        - Service Availability Charge @ \$21.00/month
        - Usage @ \$3.68/1,000 gallons
        - NID-Sewer - \$40.69 – Service Availability Charge
        - Non-Metered Well - \$40.69 – Service Availability Charge
        - Out of City Limits - \$55.02 – Service Availability Charge
        - Pulaski County Sewer District #1: \$3.24/1,000 gallons. A public hearing will be held prior to discuss a proposed sewer rate increase within the city.
      - Water Rate Increase** – Effective June 1, 2023
        - Service Availability Charge @ \$13.00 – Inside City Limits
        - Service Availability Charge @ \$16.00 – Outside City Limits
      - Electric Rate Increase** – Effective September 1, 2023
        - All kWh - \$0.1108 – Residential and Small Commercial Only
      - Natural Gas Increase** – Effective June 1, 2023
        - Service Availability Charge @ \$15.00
- Councilman Wilson made the motion to take to City Council for approval and Councilman Wilson seconded. All were in favor.
- **Department Updates**
    - Water/Sewer Department-** Mr. Beal stated that the water and sewer department had 3 sewer backups – jetted and cleared. Removed roots from a sewer manhole in Settlers Pass, repaired 4” main on Hospital, repaired 5 service lines and installed about 1000 ft of 8” water main in Rowden’s new subdivision. Installed 2 new hydrants and 6 new valves on new main line and clarifiers cleaned 2 times a week at the treatment plant. Department also assisted all departments removing trees in the RV park. Daily dig rites and routine maintenance on vehicles.

**Natural Gas Department** – Mr. York stated that his department installed 900 ft of main line in Rowden’s new subdivision. End of year checks for Public Service Commission and cathodic protection done on main lines. Keeping up with daily work orders and dig rites.

**Electric Department** – Mr. Shelden stated that the electric department had 3 power outages, 2 streetlights, 3 miscellaneous, 2 new services, 2 meter tests, and 1 service upgrade for the month of February. Major highlights for February include continued work in the RV Park. Continued work on Rowden’s phase 2. Maintenance done on department trucks. Cut trees at the RV Park. Keep up with daily dig rites. Our single phase reclosures saved 6 power outages.

- **Other Business**

Having no further business, the meeting adjourned by Chairman Conley at 4:12 pm.

*Next meeting is scheduled for April 4, 2023, at 3:30 pm*



**AN ORDINANCE AMENDING THE RATES AND FEES OF THE  
CITY'S ELECTRIC AND NATURAL GAS SERVICES;  
FIXING EFFECTIVE DATES**

**WHEREAS**, in 2021, the City requested that Toth Engineering conduct a rate study concerning the City's Utility Services. These services included water, wastewater, natural gas and electric; and

**WHEREAS**, the study showed that rates and fees charged to the City's customers were not adequate enough to maintain the systems; and

**WHEREAS**, Toth Engineering provided the City with a three-year plan to bring the City's rates and fee up to a level that would properly provide for the repair and maintenance for the City's utility infrastructure; and

**WHEREAS**, after reviewing Toth Engineering's plan, City staff have adjusted the rate structure and timeline to better serve the citizens; and

**WHEREAS**, after careful review, the City Council approves the adjustments to the rate schedule plan.

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

**Section 1. Amendment to Electric Service Rates.**

- a. The current electric rate charged by the city for residential customers is \$.1065 per KWH.
- b. The amended rate for electric services shall be \$.1108 per KWH.
- c. The current electric rate charged by the city for small commercial customers is \$.1065 per KWH.
- d. The amended rate for electric services shall be \$.1108 per KWH.
- e. There shall be no rate change for large commercial electric services.
- f. This amendment shall be in full force and effect beginning September 1<sup>st</sup>, 2023.

**Section 2. Amendment to Natural Gas fees.**

- a. The current natural gas service availability fee is \$12.00.
- b. The amended natural gas service availability fee shall be \$15.00
- c. This amendment shall be in full force and effect beginning June 1<sup>st</sup>, 2023.

**Section 3.** The above amendments to the Electric and Natural Gas rates and fees shall be codified in the City of Waynesville Municipal Code, at the appropriate time, under Title VI – Public Utilities.

**Section 4.** Except to the extent amended by this ordinance, the provisions of Title VI – Public Utilities of the City’s Municipal Code shall remain in full force and effect and the definitions and other provisions contained within these chapters shall be applicable to this Ordinance.

**PASSED AND APPROVED BY THE MAYOR PRO TEM AND CITY COUNCIL ON THIS 16<sup>TH</sup> DAY OF MARCH, 2023.**

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

ATTEST:

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

ECONOMIC DEVELOPMENT and GOVERNMENTAL AFFAIRS  
COMMITTEE MEETING SUMMARY  
March 7, 2023

**In Attendance:**

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

**City Staff:** Michele Brown, Tracey York, Miriam Jones, Doug Potts

**Guests:** Councilman Ed Conley, Mayor Pro Tem Sean Wilson

**Media:** Darrell Maurina

1. **Call to Order and Citizen Comments**– Chairman Rice called the meeting to order at 5:00pm. No citizen comments.
2. **Approval of minutes**- Councilman Farnham made a motion to approve the meeting minutes from February 7, 2023. Chairman Rice seconded the motion. Motion passed.

Chairman Rice amended agenda to include a closed session at the end of agenda for item #9- Hard Luck Auto per RSMo 610.021- (2) Real Estate.

3. **Proposed Committee Week Schedule/Boards & Commission Week Schedule**- Proposed new schedule for meetings reviewed. Councilman Farnham made a motion to approve new schedule. Chairman Rice seconded the motion. Motion passes.
4. **Proposed Committee Assignments**- Proposed Committee assignments were reviewed. Councilman Farnham made a motion to approve new assignments. Chairman Rice seconded the motion. Motion passes.
5. **Business Spotlight**- March Business Spotlight is Just Because.
6. **Dollar General Update**- Doug Potts stated right now in the process of reviewing site plan for Dollar General. Still in discussion.
7. **Small Business Enhancement Program**- Received application from Haute Dawgs. Requested funding amount \$15,000. Doug Potts stated that the grant program only has \$30,000 in funding so if give the full amount requested then would only be able to give funding to one more business. In order to provide funding to other businesses that may apply Doug Potts recommended granting \$10,000 to Haute Dawgs. Councilman Farnham made a motion to approve Haute Dawgs to receive \$10,000. Chairman Rice seconded the motion. Motion Passes.
8. **Digital signage for City- Sign Smart**- Doug Potts would like to get a digital sign for the City of Waynesville which would provide advertisement opportunities and a way to communicate with the community. Councilman Farnham made a motion to approve purchasing digital sign. Chairman Rice seconded the motion. Motion passes.
9. **Hard Luck Auto- Mechanic & Auto Body Donations**- Moved to closed session per RSMo 610.021 (2) Real Estate
10. **Special Events**-
  - i. 100<sup>th</sup> Anniversary Roubidoux Bridge- April 1, 2023
  - ii. Kids to Park Day- June 3, 2023
11. **Other Business**- Don't forget to vote. April 4<sup>th</sup> is Election Day.

There was a need for a closed session. Councilman Farnham made a motion to enter into closed session. Chairman Rice seconded that motion. Committee entered closed session at 5:33 p.m. Councilman Farnham made a motion to return to open session. Chairman Rice seconded that motion. Committee returned to open session at 5:52 p.m.

Having no further business, the meeting adjourned at 5:52 p.m.

Next scheduled meeting TBD.

EMERGENCY SERVICE AND POLICE  
COMMITTEE MEETING SUMMARY  
March 9, 2023

**In Attendance:**

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

**City Staff:** Miriam Jones, Chief Dan Cordova, John Doyle

**Guests:** Mike Shempert, Councilman Ed Conley, Councilman Bill Farnham, Jordan Light

**Media:** Darrell Maurina

1. **Call to Order and Citizen Comments:** Chairman Wilson called the meeting to order at 3:30 p.m.
2. **Approval of minutes-** Councilman Liberty made a motion to approve the February 9, 2023, meeting minutes. Chairman Wilson seconded the motion. Motion passed.
3. **Press Release-** Chief Cordova provided the press release regarding a homicide investigation.
4. **Proposed Committee Week Schedule & Assignments-** Proposed schedule and assignments for committee, boards and commission meetings provided. The new schedule would free up more time for staff to complete tasks and prepare for Council. Councilman Liberty does not agree with the time that was proposed for Police Committee and would like the Police Committee meeting to stay at 3:30 p.m. Councilman Liberty made a motion to accept the new schedule and assignments and move Police back to 3:30 p.m. Chairman Wilson seconded the motion. Motion passes.
5. **Police Department Updates-** Chief Cordova stated the 2024 DUI Enforcement grant (\$15,500) and the Hazardous Moving Violation grant (\$14,000) have been submitted. The 2023 heavy mobilization grant will run the 17<sup>th</sup> of March through the 16<sup>th</sup> of April and then again on May 1<sup>st</sup> to 16<sup>th</sup>. On March 6, Royal Canin donated an entire pallet of dog food for the upcoming K-9. March 14<sup>th</sup> the K-9 statewide grant is due. If approved for grant this will pay for the K-9, training and training devices. Chief Cordova provided last year's crash report statistics.
6. **Special Events**
  - i. Roubidoux Bridge- 100<sup>th</sup> Anniversary- April 1, 2023
  - ii. Kids to Park Day- June 3, 2023
7. **Other Business-** Mike Shempert discussed the residential structure fire on Sanders. Multiple assistance was needed to get the fire put out. Electric Department had to turn power off to grid in order to protect other homes. Fire department had to cut through the metal roof of the house in order to release heat to help get the fire put out. It was a challenge but everyone did an outstanding job.

Having no further business, meeting adjourned at 4:09 p.m.

Next meeting date TBD.

**Finance & Human Resources Committee**  
**Open Session Summary of Minutes**  
**March 9th, 2023**

**Members Present:** Councilman Ed Conley, Chairman Cecil Davis, Councilman Amanda Koren  
**Staff Present:** John Doyle, 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

Approval of Minutes: Committee approved minutes as written.

Review Bills: Committee approved paying the bills

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 16.6% of the 2023 Fiscal Year with expenses ending at 16% and revenues at 18%. City bank accounts have a total of \$7,405,246.29 in restricted funds, reserve funds, and usable monies.

Westgate Community Improvement District Update- Committee reviewed the CID sales tax collection summary.

ARPA Projects: Monthly Update – Mr. Doyle stated that construction is nearly complete at the Roubidoux RV Park and should be operational by the end of this week. Flyers were sent out to City of Waynesville businesses regarding the new Economic Development Incentive Program and Doug Potts will be heading that project. The next projects will be the Animal Shelter renovation and the upgrades at the Leaf & Limb Dump.

Quarterly Security Bank Interest Rate Update –As of March 1<sup>st</sup>, 2023 the DGS3 rate is at 4.49%. The city receives 1% below the DGS3 rate and will be earning an interest rate of 3.49% for the second quarter of 2023.

Fund Balance Reserve Compliance - Committee reviewed the 2023 reserve amounts and the city is in compliance with the Fund Balance Reserve Policy as of 01/31/2023.

Budget Adjustment for DERA Grant – Mrs. Box stated a need for a budget adjustment in order to accommodate the grant match required for the DERA Grant. The grant amount is for approximately \$60,000 to purchase a 2023 John Deere excavator at \$240,000. The city has been budgeting money back into reserve each year to prepare to fund for grant opportunities rather than go into a debt service agreement, Mrs. Box requested that the funds be pulled from the General Reserve Fund & Utility Reserve Fund and paid back over time. Councilman Conley made a motion to forward an ordinance to adjust the FY 2023 budget to purchase the 2023 John Deere excavator to City Council for final approval. Motion was seconded by Councilman Conley. A vote was called.

YEAS – Davis, Conley, Koren  
NAYS – None  
Motion Passed

Review of Employee Personnel Manual – Ms. Brown provided an updated copy of the city personnel manual for the committee to review that includes language regarding recreational & medical marijuana. Committee will review and discuss in the next meeting.

Review of Summer Flex Schedule – Ms. Brown provided a copy of a proposed Summer Flex Schedule to the committee for review. This schedule would affect the city hall staff and will be undergoing a staff review process before a recommendation will be made.

Proposed Committee Assignments & Proposed Committee Week Schedule – Councilman Koren made a motion to forward the proposed committee assignments to City Council for final approval as written and the proposed committee week schedule with the following changes: Move Park Board to 5:00pm and keep Police & Emergency Services Committee at 3:30pm to City Council for final approval. Motion was seconded by Councilman Conley. A vote was called.

YEAS – Davis, Conley, Koren

NAYS – None

Motion Passed

Other Business:

*Audit: KPM CPA's & Advisors* – audit to begin March 13<sup>th</sup> and conclude March 17<sup>th</sup>, 2023.

Committee adjourned a 5:44 p.m.

Next meeting will be held on April 6<sup>th</sup>, 2023 (*Tentatively*) at 5:00pm

**AN ORDINANCE AMENDING THE 2023 ANNUAL BUDGET FOR THE PURCHASE  
OF A JOHN DEERE EXCAVATOR;  
FIXING AN EFFECTIVE DATE**

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

**Section 1.** An amendment to the 2023 budget, for purchase of a 2023 John Deere Excavator, is hereby approved.

**Section 2.** The City Administrator and/or his designee is authorized to withdraw approximately \$240,000 from the City's reserves in order to fund this project. Approximately \$58,000 will be reimbursed to the City from the Diesel Emission Reduction Act.

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

**PASSED AND APPROVED BY THE MAYOR PRO TEM AND THE CITY COUNCIL ON THIS 16<sup>TH</sup>  
DAY OF MARCH, 2023.**

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

ATTEST:

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

WAYNESVILLE-ST ROBERT JOINT AIRPORT  
BOARD MEETING  
SUMMARY  
February 28, 2023  
3:00pm

**Attendance:**

**Board:** Chairman George Lauritson, Vice-Chairman John Doyle, Anita Ivey, Clarence Liberty, John Moore

**Staff:** Michele Brown

**Guests:** Dave Robinson, Alan Moll, Major Hedgepath, Mayor Pro Tem Wilson, Cyndee Irvine, Carola Prewett, Ryan Lorton, Erin Younkin, Renee Lazzarini, Bob Crane, Ralph Parker, Krista Parker, Amelia Trout, Don Payne, Dorsey Newcomb, Kevin Downey,

**Media:** Darrell Maurina

1. **Call to Order:** Vice-Chairman Doyle called the meeting to order at 3:06pm
2. **Approval of Minutes:** Clarence Liberty made a motion to approve the meeting minutes from January 24, 2023. Motion was seconded by John Moore. The motion passed.
3. **Reports by Staff**
  - a. **Administration:**
    - i. **Budget-** The budget was provided to the Board. Mr. Doyle stated the budget was at roughly 16% for the year with revenues at 6% and expenses at 4%.
    - b. **Airport Operations Manager-** Mr. Doyle stated that the fuel sales were on track.
4. **New Business:**
  - i. **Contour Airlines Update-** Carola Prewett stated load is up and things are going well.
  - ii. **Burns & McDonnell Engineering Update**
    - a. **NEPA Re-Evaluation and Environmental Baseline Survey-** Should receive an update regarding the EBS sometime this week.
    - b. **TBN Pavement Maintenance** – Bob Crane stated they had spoke with MODOT concerning the plan to to complete pavement maintenance. NPE funds have time limit and we will need to be issued a new project number due to the inclusion of the FBO parking lot.
  - iii. **SOP Marketing Report-** Erin Younkin provided the marketing report. The City of Waynesville is in the process of updating the Airport’s website. Mr. Doyle stated that a marketing contract between the airport and SOP was ready for approval and will go to Council in March.

There was a need for a closed session. Clarence Liberty made a motion to go into closed session. John Moore seconded the motion. Board entered closed session at 3:27pm. Board returned to open session at 3:37 p.m.

With no further business, Vice Chairman Doyle adjourned the meeting at 3:38 p.m. Next meeting: Tuesday, March 28, 2023 at 3pm at Saint Robert Municipal Center.



**AN ORDINANCE AUTHORIZING THE MAYOR PRO TEM TO EXECUTE AN AIRPORT MARKETING AGREEMENT BETWEEN THE CITY OF WAYNESVILLE, CITY OF ST. ROBERT AND THE SUSTAINABLE OZARKS PARTNERSHIP; FIXING AN EFFECTIVE DATE**

Be it ordained by the City Council of Waynesville, Missouri, as follows:

**SECTION 1.** That the Mayor Pro Tem is hereby authorized to execute on behalf of the City of Waynesville, Missouri an Airport Marketing Agreement between the City of Waynesville, City of St. Robert and the Sustainable Ozarks Partnership to assist the Waynesville/St. Robert Regional Airport with marketing options pertaining the increase of enplanements and to emphasize general aviation and fuel sales as outlined in the Agreement attached hereto and made part of this ordinance.

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

**SECTION 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED AND APPROVED BY THE MAYOR PRO TEM AND THE CITY COUNCIL ON THIS 16<sup>TH</sup> DAY OF MARCH, 2023.**

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

ATTEST:

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

## WSRA 2023 Marketing Contract

Contract Start Date: 1 February 2023

Contract End Date: 31 December 2023

1. The Leonard Wood Institute/Sustainable Ozarks Partnership will cover all manual labor costs associated with the marketing efforts of the Waynesville-St. Robert Regional Airport (see attached budget below).
2. The Leonard Wood Institute/Sustainable Ozarks Partnership will cover the direct advertising costs associated with the agreed upon WSRA Marketing.
  - a. Google Ads campaign
3. The City of St. Robert and the City of Waynesville will cover the costs of the advertising campaign and labor and indirect costs for the airport not to exceed \$13,750 for the contract term.

\_\_\_\_\_  
Signature (City Administrator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (LWI Executive Director)

\_\_\_\_\_  
Date

## **WSRA 2023 Budget**

11 months (1 February 2023 – 31 December 2023)

Total Budget: \$13,750

### **Marketing Labor: \$11,000:**

Marketing Labor Hours:

Estimated 20 hours each month

Tasks:

- Organic social media management
- Digital advertising management
- Social media graphics creation
- Monthly reporting - organic and paid efforts

### **Digital Advertising: \$2,750:**

Digital Advertising Budget includes Google Ads.

Spread out over 11 months, the \$2,750 budget will allow us to spend about \$250 each month on paid advertising via the Google Ads platform.

Based on the goals we have:

- Make potential passengers from outside the region aware of our airport as a viable transportation option to get to Fort Leonard Wood for military graduations.
- Make FLW Region residents aware of our airport as a viable transportation option for business and leisure travel.
- Increase official government travel passenger load (active-duty service members, government employees, and government contractors).

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROJECT CONSULTANT AGREEMENT  
BETWEEN THE WAYNESVILLE/ST. ROBERT JOINT AIRPORT COMMITTEE  
AND BURNS AND MCDONALD ENGINEERING COMPANY, INC.;  
FIXING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE**

**Section 1.** That the Mayor is hereby authorized to execute, on behalf of the City of Waynesville, Missouri a Consulting Services Agreement between the City of Waynesville, City of St. Robert and Burns & McDonald Engineering Company, Inc. to assist the Waynesville/St. Robert Regional Airport with Project #23-057B-1; T-Hanger Taxilanes, FBO parking lot and Apron Pavement Maintenance, detailed in Exhibit "A" of the Agreement attached hereto and made a part of this ordinance.

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

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

---

Sean A. Wilson, Mayor Pro Tem

ATTEST:

---

Michele Brown, City Clerk

Airport Name: Waynesville-St. Robert Regional  
Project No.: 23-057B-1  
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

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 0% 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 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
N/A					
TOTAL DBE PARTICIPATION				\$0.00	0%

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
N/A			

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

furnished.

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

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

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

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

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

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

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein

until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

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 for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$59,800.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

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

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

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

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

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

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



other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

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

(10) PERIOD OF SERVICE:

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

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

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

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

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

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

(A) Termination for Convenience:

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

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

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

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

(B) Termination for Default:

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

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

3. Termination by the Sponsor:

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

- i. Perform the services within the time specified in

this Agreement or by Sponsor-approved extension;

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

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

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

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

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

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

4. Termination by Consultant:

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

i. Defaults on its obligations under this Agreement;

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

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

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant

may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

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

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) 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 estopped by the claims procedure in Subsections (13)(C) and (D).

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

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

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

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction



contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

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

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

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

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

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

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and

its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794

*et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

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

(20) AVIATION FEDERAL AND STATE CLAUSES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and

policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime



contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

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

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

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

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

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

Airport: Waynesville-St. Robert Regional Airport  
MoDOT Project No.: 23-057A-1

(G) Exhibit VI: Performance Schedule

Airport: Waynesville-St. Robert Regional Airport

MoDOT Project No.: 23-057A-1

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: Associate Project Manager

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

1. General Aviation T-Hangar Taxilanes and Apron Pavement Maintenance.

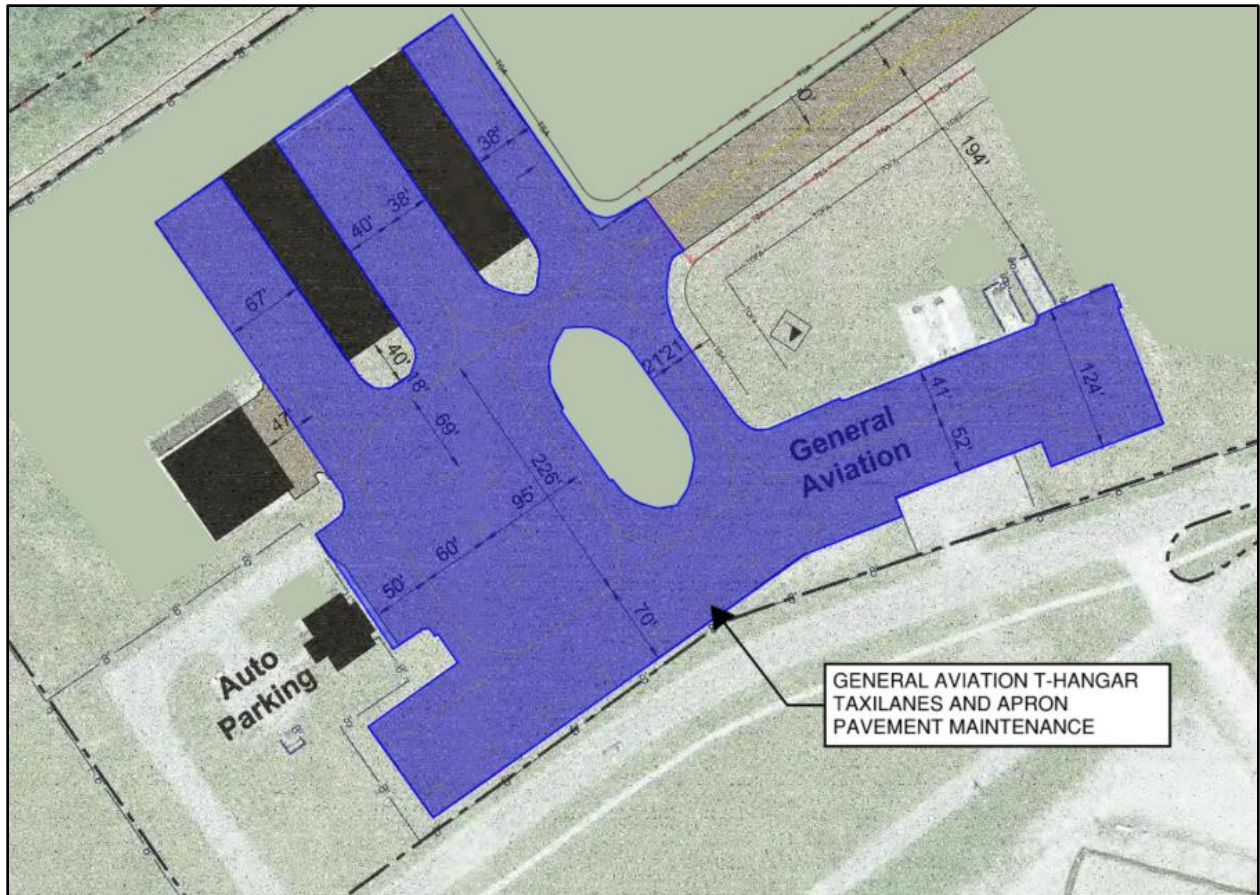


EXHIBIT I

## EXHIBIT II

### SCOPE OF SERVICES

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

The Consultant will produce an engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

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

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

### BASIC SERVICES

#### 1. Preliminary Phase

- a. Develop preliminary engineer's opinion of probable construction cost and project budget.
- b. Develop a preliminary construction schedule.
- c. Prepare a preliminary design report. As a minimum, the design report will include:
  - 1) A narrative regarding the airport improvements in this project.
  - 2) Prepare preliminary site plans for development of construction safety and phasing plan and coordination with the Sponsor, and MoDOT
  - 3) A list of any proposed modifications to design/construction standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
  - 4) An engineer's opinion of probable construction cost.
  - 5) Summary of recommendations.
- d. Prepare environmental clearance letter.
- e. Perform Quality Control Reviews by independent senior level staff.



## 2. Design Phase

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

1) Prepare construction plans:

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

- Cover Sheet
- Index of Drawings, General Notes, and Overall Legend
- Summary of Quantities
- Access, Safety, and Construction Phasing Plan
- Access and Safety Notes
- Traffic Control Plan
- Traffic Control Details
- Existing Conditions Plan
- Overall Site Plan
- Pavement Repair Plan
- Pavement Repair Details
- Site & Marking Plan – 1 of 3
- Site & Marking Plan – 2 of 3
- Site & Marking Plan – 3 of 3
- Pavement Marking Plan
- Pavement Marking Details

- 2) Prepare and submit FAA 7460 and prepare Construction Safety and Phasing Plan (CSPP).
- 3) Prepare Standard MoDOT and Sponsor front-end documents.
- 4) Prepare Project Technical Specifications.
- 5) Revise plan quantities and preliminary engineers' opinion of probable construction cost.
- 6) Revise the preliminary construction schedule.
- 7) Perform Quality Control Reviews by independent senior level staff.
- 8) Submit electronic copy of the 90% contract documents (plans and project manual) and engineer's report to SPONSOR and MoDOT for

review.

9) After receipt of Sponsor and MoDOT comments, revise and submit a final, sealed/signed electronic copy, to the Sponsor, MoDOT and the FAA of the following documents:

- Design Report
- Construction Plans
- Contract Documents/Technical Specifications

### 3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Attend and conduct the pre-bid meeting and record minutes.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.
- e. Consultant will provide Final Engineer's Estimate prior to Bid Opening, but will not attend Bid Opening in person.

### **CONSTRUCTION SERVICES**

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

### **SPECIAL SERVICES**

- A. Not Applicable to this project.

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

**Updated April 18, 2019**

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

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

Airport: Waynesville-St. Robert Regional Airport

MoDOT Project No.: 23-057A-1

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

Airport: Waynesville-St. Robert Regional Airport

MoDOT Project No.: 23-057A-1

150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

Airport: Waynesville-St. Robert Regional Airport

MoDOT Project No.: 23-057A-1

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
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- <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:

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

Airport: Waynesville-St. Robert Regional Airport  
MoDOT Project No.: 23-057A-1

**EXHIBIT IV**

**DERIVATION OF CONSULTANT PROJECT COSTS**

**EXHIBIT V**

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



EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 WAYNESVILLE-ST. ROBERT REGIONAL AIRPORT  
 GENERAL AVIATION T-HANGAR TAXILANES AND APRON PAVEMENT MAINTENANCE  
 Waynesville-St. Robert Regional Airport  
 BASIC & SPECIAL SERVICES  
 February 17, 2023

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	2.00	\$ 74.00	\$ 148.00	\$ -	\$ -
Project Manager	36.00	\$ 59.00	\$ 2,124.00	\$ -	\$ -
Sr. Civil Engineer	50.00	\$ 47.00	\$ 2,350.00	\$ -	\$ -
Staff Civil Engineer	132.00	\$ 40.00	\$ 5,280.00	\$ -	\$ -
Sr. Technician	36.00	\$ 44.00	\$ 1,584.00	\$ -	\$ -
Staff Technician	95.00	\$ 40.00	\$ 3,800.00	\$ -	\$ -
Clerical	26.00	\$ 23.00	\$ 598.00	\$ -	\$ -
Total Hours	377.00				
Total Direct Salary Costs			\$ 15,884.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	224.89%	\$ 35,721.53			
b. Percentage of Direct Salary Cost: (Field Rate)	224.89%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	

3 SUBTOTAL

<b>Summary of Items No. 1 and No. 2 (a,b,c):</b>		\$ 51,605.53	\$ -	\$ -	
--	--	--------------	------	------	--

4 PROFIT/FIXED FEE:

Percentage:	15.00%	\$ 7,740.83	\$ -	\$ -	
-------------	--------	-------------	------	------	--

5 SUBTOTAL

<b>Summary of Items No. 1, No. 2 &amp; No. 4: (Lump Sum Fee)</b>		\$ 59,346.36	\$ -	\$ -	
--	--	--------------	------	------	--

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit			
Travel: Mileage	374.00	Miles	\$ 0.655	\$ 244.97		
Food: Per Diem	1.00	Per Day	\$ 51.00	\$ 51.00		
Lodging: Per Diem (incl. taxes)	0.00	Per Day	\$104.13	\$ -		
Rental Vehicle	0.00	Days	\$ 65.00	\$ -		
Airline	0.00	Hour	\$ 0.00	\$ -		
Printing, Shipping & Misc.				\$ 157.67		
<b>Subtotal</b>				\$ 453.64	\$ -	\$ -
<b>Summary of Out of Pocket Expenses: (Not to Exceed)</b>				\$ 453.64	\$ -	\$ -

7 SUBCONSULTANTS

N/A		\$ -	\$ -	\$ -	
N/A		\$ -	\$ -	\$ -	
<b>Subtotal (Not to Exceed)</b>		\$ -	\$ -	\$ -	

8 MAXIMUM TOTAL FEE

<b>Subtotal</b>		\$ 59,800.00	\$ -	\$ -	
-----------------	--	--------------	------	------	--

<b>TOTAL (Not to Exceed)</b>		\$ 59,800.00	\$ -	\$ -	
------------------------------	--	--------------	------	------	--

EXHIBIT V SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS  
 SUMMARY OF COSTS  
 WAYNESVILLE-ST. ROBERT REGIONAL AIRPORT  
 GENERAL AVIATION T-HANGAR TAXILANES AND APRON PAVEMENT MAINTENANCE  
 Waynesville-St. Robert Regional Airport  
 BASIC & SPECIAL SERVICES  
 February 17, 2023

		Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Sr. Technician	Staff Technician	Clerical	Other Costs	
Gross Hourly Rates		\$ 276.48	\$ 220.44	\$ 175.60	\$ 149.45	\$ 164.39	\$ 149.45	\$ 85.93		
<b>BASIC SERVICES</b>										
	1	Preliminary Design	0.0	11.0	14.0	21.0	12.0	20.0	16.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 14,358.35	\$ -	\$ 2,424.82	\$ 2,458.44	\$ 3,138.44	\$ 1,972.73	\$ 2,988.99	\$ 1,374.93	\$ -
	2	Design Services	2.0	18.0	18.0	103.0	22.0	75.0	4.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 38,401.77	\$ 552.96	\$ 3,967.88	\$ 3,160.85	\$ 15,393.29	\$ 3,616.68	\$ 11,208.71	\$ 343.73	\$ 157.67
	3	Bidding Services	0.0	7.0	18.0	8.0	2.0	0.0	6.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 7,039.87	\$ -	\$ 1,543.07	\$ 3,160.85	\$ 1,195.60	\$ 328.79	\$ -	\$ 515.60	\$ 295.97
<b>PART A SUBTOTAL</b>		<b>\$ 59,800.00</b>								
<b>SPECIAL SERVICES</b>										
	1	N/A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2	N/A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PART B SUBTOTAL</b>		<b>\$ -</b>								
<b>PART A &amp; PART B TOTAL</b>		<b>\$ 59,800.00</b>								

(1) Mileage, Motel & Meals  
 (2) Equipment, Materials & Supplies

(3) Computer Services  
 (4) Vendor Services

(5) Miscellaneous Items

## EXHIBIT VI

### PERFORMANCE SCHEDULE

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

#### BASIC SERVICES

- A. Preliminary Phase
  - 1. Submittal of Preliminary Design Report **(30)** calendar days after receipt of NTP
  
- B. Design Phase
  - 1. Plans & Specifications
    - a. Submittal of 90% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) **(90)** calendar days after receipt of NTP
    - b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding **(30)** calendar days after receipt of review comments (MoDOT, FAA & Sponsor)
  
- C. Bidding Phase As Required

#### CONSTRUCTION SERVICES

- 1. Construction Services As Required

#### SPECIAL SERVICES

- A. Not Applicable



March 14, 2023

To: Waynesville City Council  
From: City Administrator John Doyle

**Re: City Administrator's Report – March 2023**

**Dollar General Update**

- Developer plans to close on the property within the next 30-days.
- Plan submittal for review by City will continue including full review of:
  - Site Plan Review
  - Building Plan Review
  - Utility Plan Review
    - Electrical Service/Connection
    - Natural Gas Service/Connection
    - Water Service/Connection
    - Sewer Service/Connection

**Utility Rate Analysis/Cost of Service Studies**

- Electric Rate Analysis
  - Electric rate increase from .1065 per KWH to .1108 per KWH.
  - Effective September 2023
- Sewer Rate Increase
  - 5% rate increase from \$3.50 per 1,000 gallons to \$3.68 per 1,000 gallons.
  - Effective January 2024
  - Availability fee increase from \$20.00 per month to \$21.00 per month
  - Effective January 2024
  - Public Hearing proposed for April 20, 2023 City Council meeting
- Water Rate
  - Availability fee increase of \$2.00
  - Water availability in City \$13.00
  - Water availability outside of City \$16.00
  - Will be revisited by Utility Committee in the April Utility Committee meeting
- Natural Gas Rate
  - Availability fee increase of \$3.00
  - Raise availability fee from existing \$12.00 to \$15.00
  - Effective June 1, 2023



### **Animal Shelter Vehicle/Van**

- Animal Shelter vehicle approved for purchase last year has been delivered and is currently being equipped to transport animals securely.

### **DERA Grants**

- The City has been approved for DERA grant funding for potential purchase of 2 vehicles currently accepted by the DERA grant program.
  - John Deere 490D Excavator
    - 1996 – 300 Series – 80 HP
    - City approved for \$58,466.09 of DERA grant funding to replace vehicle
  - 1996 Ford Electric Bucket Truck
    - 1996 – 5.9 Series B – 190 HP
    - City approved for \$49,650.00 of DERA grant funding to replace vehicle
  - Total grant funding approved by the grant \$108,116.09

### **Upcoming Events**

- Roubidoux Bridge 100 Year Anniversary – April 1, 2023 (Alternate Date of April 15, 2023)
- April 21, 2023 (5:00 PM – 7:00 PM) – Best Sapper Competition, Waynesville Roubidoux Park
- Kids to Park Day – June 3<sup>rd</sup>

## ONE-LINER BUDGET SUMMARY

FEBRUARY 2023

DEPARTMENT	2023 BUDGET	MTD	YTD	UNREALIZED	PERCENT
<b>REVENUES</b>					
GENERAL	\$ 3,124,580.00	\$ 273,577.98	\$ 574,719.77	\$ 2,549,860.23	18%
POLICE	\$ 130,500.00	\$ 8,290.88	\$ 13,656.60	\$ 116,843.40	10%
STREETS & TRANSPORTATION	\$ 1,830,000.00	\$ 98,822.75	\$ 164,869.80	\$ 1,665,130.20	9%
AIRPORT	\$ 940,990.00	\$ 30,715.89	\$ 74,835.49	\$ 866,154.51	8%
BUILDING DEPT	\$ 285,000.00	\$ 51,375.23	\$ 53,733.93	\$ 231,266.07	19%
ANIMAL SHELTER	\$ 212,250.00	\$ 23,065.11	\$ 23,887.61	\$ 188,362.39	11%
C. I. D.	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	0%
PARK	\$ 583,800.00	\$ 33,054.77	\$ 83,152.79	\$ 500,647.21	14%
SPORTS PROGRAM	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	0%
ELECTRIC	\$ 7,401,500.00	\$ 734,347.45	\$ 1,460,883.75	\$ 5,940,616.25	20%
WATER	\$ 1,443,500.00	\$ 99,844.60	\$ 198,875.88	\$ 1,244,624.12	14%
SEWER	\$ 1,586,000.00	\$ 91,900.47	\$ 213,024.67	\$ 1,372,975.33	13%
PLANT	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0%
GARBAGE	\$ 480,000.00	\$ 49,983.80	\$ 102,426.94	\$ 377,573.06	21%
NATURAL GAS	\$ 1,585,000.00	\$ 282,003.07	\$ 558,818.98	\$ 1,026,181.02	35%
<b>TOTAL REVENUES</b>	<b>\$ 19,695,120.00</b>	<b>\$ 1,776,982.00</b>	<b>\$ 3,522,886.21</b>	<b>\$ 16,172,233.79</b>	<b>18%</b>
<b>EXPENSES</b>					
GENERAL	\$ 2,187,790.00	\$ 82,003.25	\$ 211,011.48	\$ 1,976,778.52	10%
POLICE	\$ 1,025,000.00	\$ 76,247.57	\$ 157,270.16	\$ 867,729.84	15%
COURT	\$ 117,760.00	\$ 8,459.00	\$ 19,458.96	\$ 98,301.04	17%
STREET	\$ 1,688,800.00	\$ 84,368.40	\$ 114,090.49	\$ 1,574,709.51	7%
AIRPORT	\$ 1,205,385.00	\$ 22,354.30	\$ 48,813.41	\$ 1,156,571.59	4%
FIRE PROTECTION	\$ 285,000.00	\$ 51,000.00	\$ 51,000.00	\$ 234,000.00	18%
BUILDING DEPT	\$ 327,700.00	\$ 23,476.45	\$ 50,161.84	\$ 277,538.16	15%
ANIMAL SHELTER	\$ 395,800.00	\$ 26,612.71	\$ 57,705.65	\$ 338,094.35	15%
PARK	\$ 322,220.00	\$ 27,041.20	\$ 68,944.03	\$ 253,275.97	21%
SPORTS PROGRAM	\$ 35,000.00	\$ 1,324.79	\$ 5,864.93	\$ 29,135.07	17%
ELECTRIC	\$ 7,330,200.00	\$ 647,798.21	\$ 1,348,585.66	\$ 5,981,614.34	18%
WATER	\$ 1,140,350.00	\$ 88,733.56	\$ 122,920.43	\$ 1,017,429.57	11%
SEWER	\$ 959,000.00	\$ 136,152.17	\$ 190,264.93	\$ 768,735.07	20%
PLANT	\$ 568,400.00	\$ 27,600.59	\$ 94,668.36	\$ 473,731.64	17%
GARBAGE	\$ 480,000.00	\$ 49,499.06	\$ 92,250.96	\$ 387,749.04	19%
NATURAL GAS	\$ 1,548,880.00	\$ 231,116.71	\$ 512,557.83	\$ 1,036,322.17	33%
<b>TOTAL EXPENSES</b>	<b>\$ 19,617,285.00</b>	<b>\$ 1,583,787.97</b>	<b>\$ 3,145,569.12</b>	<b>\$ 16,471,715.88</b>	<b>16%</b>
Total Revenue Year to Date		(+)	\$ 3,522,886.21		
Total Expense Year to Date		(-)	\$ 3,145,569.12		
Net Revenue Over or (Under)			\$ 377,317.09	AIRPORT REIMB.	\$ -
Total outstanding revenue for Grants & Draws (Pending)		(+)	\$ -	COP REIMB.	\$ -
<b>OVER/(LOSS) REVENUES OVER EXPENSES YTD</b>			<b>\$ 377,317.09</b>		
<b>PREPARED BY:</b>	Amber Box, Finance Officer				

# City of Waynesville Cash Flow Sheet

Security Bank Pulaski County

As of 2/28/2023

TOTAL CASH IN BANK

\$7,405,246.29

Name & Acct Type	Account #	GL#	BALANCE
Consolidated Checking (restricted)	806	100-10-1045	\$471,195.16
		200-20-1045	
		300-30-1045	
		500-50-1045	
		600-60-1045	
		700-70-1045	
		800-80-1045	
General	849	100-10-1030	\$667,198.62
		200-20-1030	
		200-20-1034	
		200-20-1036	
		300-30-1030	
		300-30-1032	
Utility	822	500-50-1030	\$2,051,328.94
		600-60-1030	
		700-70-1030	
		800-80-1030	
Meter (restricted)	792	500-50-1035	\$872,925.10
Park Acquisition (restricted)	566	200-20-1028	\$22,389.84
General Savings	919	100-10-1010	\$1,348,726.04
Utility Savings	214	500-50-1001	\$1,034,118.34
American Rescue Plan Funds	801	100-10-1052	\$937,364.25
General Certificate of Deposit		100-10-1100	\$0.00
<b>TOTAL RESTRICTED</b>			<b>\$2,303,874.35</b>
<b>TOTAL SAVINGS/RESERVES</b>			<b>\$2,382,844.38</b>
<b>TOTAL CD's</b>			<b>\$0.00</b>
<b>TOTAL UNRESTRICTED- AVAILABLE FUNDS</b>			<b>\$2,718,527.56</b>
<b>PREPARED BY:</b>	Amber Box, Finance Officer		

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	2/2023	PCT OF	FISCAL YTD	16.6%
		TOTAL	BUDGET	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE	
GENERAL FUND							
CITY HALL DEPARTMENT							
100-11-4011	TAXES PD FROM CO	430,000.00	6,294.49	221,490.82	51.51	208,509.18	
100-11-4026	GROSS RECEIPTS BUS. TAX	40,000.00	1,330.07	11,123.01	27.81	28,876.99	
100-11-4034	SALES TAX	600,000.00	38,969.29	99,709.85	16.62	500,290.15	
100-11-4035	ADMIN RECAPTURE FEE - SEWER	47,580.00	7,930.00	7,930.00	16.67	39,650.00	
100-11-4036	DEPT TRANSFER FROM SEWER	111,020.00	18,503.34	18,503.34	16.67	92,516.66	
100-11-4037	ADMIN RECAPTURE FEE ELEC	222,045.00	37,010.50	37,010.50	16.67	185,034.50	
100-11-4038	DEPT TRANSFERS FROM ELECTRIC	518,105.00	86,350.84	86,350.84	16.67	431,754.16	
100-11-4039	ADMIN RECAPTURE FEE - GAS	47,544.00	7,924.00	7,924.00	16.67	39,620.00	
100-11-4040	DEPT TRANSFERS FROM WATER	101,045.00	16,840.84	16,840.84	16.67	84,204.16	
100-11-4041	ADMIN RECAPTURE - WATER	43,305.00	7,217.50	7,217.50	16.67	36,087.50	
100-11-4042	CEMETERY LOT SALES	2,000.00				2,000.00	
100-11-4045	DEPT TRANSFER FROM GAS	110,936.00	18,489.34	18,489.34	16.67	92,446.66	
100-11-4049	ADDITIONAL FEES	10,000.00	2,920.88	6,737.33	67.37	3,262.67	
100-11-4050	MERCHANT LICENSE	15,000.00	3,285.00	11,045.00	73.63	3,955.00	
100-11-4051	ABATEMENTS	3,000.00				3,000.00	
100-11-4052	ADMIN RECAPTURE FEE - TRASH	14,400.00	2,400.00	2,400.00	16.67	12,000.00	
100-11-4053	DEPT TRANSFER - TRASH	33,600.00	5,600.00	5,600.00	16.67	28,000.00	
100-11-4510	INTEREST INCOME	18,000.00	9,136.20	11,078.17	61.55	6,921.83	
100-11-4845	STREET RECAPTURE	500.00				500.00	
100-11-4919	OTC RENTAL LEASE	484,000.00				484,000.00	
100-11-4920	MISCELLANEOUS INCOME	45,000.00	15.00	474.82	1.06	44,525.18	
100-11-4921	MISC-RENTALS	12,500.00	1,280.00	2,560.00	20.48	9,940.00	
100-11-4931	AMERICAN RESCUE PLAN		2,080.69	2,234.41		2,234.41-	
100-11-4932	PROCEEDS FROM ARPA FUND	215,000.00				215,000.00	
	CITY HALL TOTAL	3,124,580.00	273,577.98	574,719.77	18.39	2,549,860.23	
POLICE DEPARTMENT							
100-12-4410	POLICE FINES	75,000.00	3,240.76	8,106.48	10.81	66,893.52	
100-12-4920	MISCELLANEOUS INCOME	500.00	2,820.00	3,320.00	664.00	2,820.00-	
100-12-4930	PROCEEDS FROM GRANT	15,000.00	2,230.12	2,230.12	14.87	12,769.88	
100-12-4932	PROCEEDS FROM ARPA FUND	40,000.00				40,000.00	
	POLICE TOTAL	130,500.00	8,290.88	13,656.60	10.46	116,843.40	
STREET DEPARTMENT							
100-14-4021	GRANT INCOME	500,000.00				500,000.00	
100-14-4022	DEPARTMENT TRANSFERS IN	185,000.00	30,833.32	30,833.32	16.67	154,166.68	
100-14-4028	GAS TAX	125,000.00	15,458.53	31,092.85	24.87	93,907.15	
100-14-4030	MOTOR VEHICLE TAX	60,000.00	7,031.92	14,317.74	23.86	45,682.26	
100-14-4043	CITY USE TAX	200,000.00	24,889.84	41,536.23	20.77	158,463.77	
100-14-4510	TRANSPORTATION TAX INCOME	260,000.00	17,421.79	43,902.31	16.89	216,097.69	
100-14-4930	PROCEEDS FROM LOANS	350,000.00				350,000.00	
100-14-4950	SUBDIVISION IMP. PROGRAM	150,000.00	3,187.35	3,187.35	2.12	146,812.65	



ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 2/2023, FISCAL TOTAL BUDGET	2/2023 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
	STREET TOTAL	1,830,000.00	98,822.75	164,869.80	9.01	1,665,130.20
	AIRPORT DEPARTMENT					
100-16-4058	INCOME FROM ST. ROBERT	60,000.00				60,000.00
100-16-4060	FUEL SALES	350,000.00	25,391.04	30,633.64	8.75	319,366.36
100-16-4920	MISCELLANEOUS INCOME	10,000.00	3,224.85	3,224.85	32.25	6,775.15
100-16-4930	PROCEEDS FROM GRANT	505,990.00		37,152.00	7.34	468,838.00
100-16-4963	HANGER RENTAL FEES	15,000.00	2,100.00	3,825.00	25.50	11,175.00
	AIRPORT TOTAL	940,990.00	30,715.89	74,835.49	7.95	866,154.51
	BUILDING DEPARTMENT					
100-18-4320	BUILDING PERMITS	20,000.00	4,021.20	6,379.90	31.90	13,620.10
100-18-4321	DEPARTMENT TRANSFERS IN	265,000.00	44,166.68	44,166.68	16.67	220,833.32
100-18-4950	SUBDIVISION IMP. PROGRAM		3,187.35	3,187.35		3,187.35-
	BUILDING TOTAL	285,000.00	51,375.23	53,733.93	18.85	231,266.07
	ANIMAL SHELTER DEPARTMENT					
100-19-4410	ANIMAL SHELTER FINES	250.00				250.00
100-19-4910	ANIMAL SHELTER FEES	30,000.00	722.50	790.00	2.63	29,210.00
100-19-4911	ANIMAL SHELTER-ST. ROBERT/FLW	113,000.00	21,208.34	21,208.34	18.77	91,791.66
100-19-4920	ANIMAL SHELTER-DONATIONS	15,000.00	1,134.27	1,889.27	12.60	13,110.73
100-19-4930	PROCEEDS FROM GRANT	4,000.00				4,000.00
100-19-4932	PROCEEDS FROM ARPA FUND	50,000.00				50,000.00
	ANIMAL SHELTER TOTAL	212,250.00	23,065.11	23,887.61	11.25	188,362.39
	TRANSFERS DEPARTMENT					
	TOTAL REVENUE	6,523,320.00	485,847.84	905,703.20	13.88	5,617,616.80
	CITY HALL DEPARTMENT					
100-11-6010	SALARIES	535,500.00	45,162.18	88,611.07	16.55	446,888.93
100-11-6020	PAYROLL TAXES	42,840.00	3,369.91	6,608.75	15.43	36,231.25
100-11-6030	HEALTH INSURANCE	88,200.00	7,975.08	15,867.07	17.99	72,332.93
100-11-6040	LAGERS	107,100.00		20,570.23	19.21	86,529.77
100-11-6050	UNEMPLOYMENT WAGES	3,000.00				3,000.00
100-11-6070	UNIFORMS	3,300.00	3,300.00	3,300.00	100.00	
100-11-6120	SHARED SUPPLIES	18,000.00	911.60	2,907.05	16.15	15,092.95
100-11-6140	SCHOOL CHANNEL 12 SUPPORT	7,500.00		1,108.64	14.78	6,391.36
100-11-6170	PRINTING & PUBLICATION	1,000.00				1,000.00
100-11-6182	MAINTENANCE & OPERATIONS	9,000.00		63.00	.70	8,937.00
100-11-6210	LEGAL FEES	10,000.00				10,000.00
100-11-6220	AUDIT EXPENSE	2,000.00	307.70	307.70	15.39	1,692.30
100-11-6240	ELECTION EXPENSE	3,000.00	1,702.06	1,702.06	56.74	1,297.94

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	2/2023, FISCAL	2/2023	PCT OF FISCAL YTD	16.6%
		TOTAL	BUDGET	PTD	YTD	PERCENT
		BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
100-11-6260	DUES & MEMBERSHIPS	7,000.00	140.00	1,817.78	25.97	5,182.22
100-11-6270	CHAMBER OF COMMERCE	2,500.00	301.00	352.00	14.08	2,148.00
100-11-6305	ECONOMIC DEVELOPMENT	110,000.00	4,708.37	32,587.81	29.63	77,412.19
100-11-6310	INSURANCE	90,000.00				90,000.00
100-11-6320	TRAINING/TRAVEL/MILEAGE	10,000.00	35.48	365.48	3.65	9,634.52
100-11-6330	RECORDING FEE	300.00				300.00
100-11-6370	EMPLOYEE PROGRAMS	1,000.00		347.81	34.78	652.19
100-11-6510	UTILITIES	1,200.00	109.92	287.68	23.97	912.32
100-11-6520	PHONE/FAX/INTERNET	16,000.00	1,051.00	2,378.11	14.86	13,621.89
100-11-6560	COPY MACHINE	1,750.00	58.54	116.23	6.64	1,633.77
100-11-6630	CONTRACT WORK	45,000.00	2,300.00	10,016.63	22.26	34,983.37
100-11-6710	GAS, OIL & TIRES	2,000.00	94.13	174.35	8.72	1,825.65
100-11-6800	MISCELLANEOUS	20,000.00	58.71	1,067.24	5.34	18,932.76
100-11-6805	CONTINGENCY FUND	25,000.00				25,000.00
100-11-6810	LEASE PAYMENTS	747,000.00				747,000.00
100-11-6820	MAYOR	3,600.00	600.00	900.00	25.00	2,700.00
100-11-6830	FIXED ASSETS	85,000.00	6,888.32	6,888.32	8.10	78,111.68
100-11-6835	OFFICE EQUIPMENT	10,000.00	1,840.00	1,840.00	18.40	8,160.00
100-11-6836	IT EXPENSES	25,000.00	1,012.33	10,329.55	41.32	14,670.45
100-11-6935	CODIFICATION	3,500.00		350.00	10.00	3,150.00
100-11-6950	POSTAGE	1,000.00	76.92	76.92	7.69	923.08
100-11-7000	DRUG TESTING	500.00		70.00	14.00	430.00
100-11-7001	AMERICAN RESCUE PLAN	100,000.00				100,000.00
100-11-7021	FUNDS TO RESERVES	50,000.00				50,000.00
CITY HALL TOTAL		2,187,790.00	82,003.25	211,011.48	9.64	1,976,778.52

POLICE DEPARTMENT

100-12-6010	SALARIES	570,000.00	41,452.66	81,722.43	14.34	488,277.57
100-12-6020	PAYROLL TAXES	45,600.00	3,116.83	6,143.18	13.47	39,456.82
100-12-6030	HEALTH INSURANCE	100,000.00	7,982.22	15,862.96	15.86	84,137.04
100-12-6040	LAGERS	96,000.00		19,502.84	20.32	76,497.16
100-12-6120	SUPPLIES	3,000.00	395.15	493.26	16.44	2,506.74
100-12-6170	PRINTING & PUBLICATION	1,200.00				1,200.00
100-12-6182	MAINTENANCE & OPERATIONS	7,000.00	567.32	601.21	8.59	6,398.79
100-12-6210	LEGAL	5,000.00				5,000.00
100-12-6220	AUDIT EXPENSE	2,000.00	307.69	307.69	15.38	1,692.31
100-12-6260	DUES & MEMBERSHIPS	1,500.00				1,500.00
100-12-6310	INSURANCE	40,000.00				40,000.00
100-12-6320	TRAINING/TRAVEL/MILEAGE	8,000.00	1,132.68	2,528.68	31.61	5,471.32
100-12-6370	EMPLOYEE PROGRAMS	1,000.00		6.34	.63	993.66
100-12-6440	MOTOR EQUIPMENT M & R	18,000.00	942.61	1,879.61	10.44	16,120.39
100-12-6520	PHONE/FAX/INTERNET	7,500.00	232.00	1,136.20	15.15	6,363.80
100-12-6550	UNIFORMS & EQUIPMENT	12,000.00	10,886.60	10,886.60	90.72	1,113.40
100-12-6560	COPY MACHINE	2,500.00	64.15	130.46	5.22	2,369.54
100-12-6630	CONTRACT WORK	20,000.00	5,630.40	7,255.40	36.28	12,744.60
100-12-6631	JOINT EMER/OPERATIONS	39,000.00				39,000.00
100-12-6710	GAS, OIL & TIRES	3,000.00	3,460.34	6,412.23	213.74	3,412.23-
100-12-6800	MISCELLANEOUS EXPENSE			36.50		36.50-
100-12-6830	FIXED ASSET	20,000.00				20,000.00



ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 2/2023, FISCAL TOTAL BUDGET	2/2023 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
100-14-6710	GAS, OIL & TIRES	25,000.00	1,876.44	5,203.29	20.81	19,796.71
100-14-6720	TOOL EXPENSE	3,500.00		40.46	1.16	3,459.54
100-14-6800	MISCELLANEOUS EXPENSE	2,000.00		36.50	1.83	1,963.50
100-14-6810	LEASE PAYMENTS	151,000.00	1,693.21	1,693.21	1.12	149,306.79
100-14-6830	FIXED ASSETS	30,000.00				30,000.00
100-14-6850	UNIFORMS	2,000.00	1,075.60	1,220.78	61.04	779.22
100-14-6860	POSTAGE	250.00	76.92	76.92	30.77	173.08
100-14-6905	CHEMICALS	850.00		1,098.72	129.26	248.72-
100-14-7000	DRUG TESTING	400.00		25.00	6.25	375.00
100-14-7010	SUBDIVISION IMP. PROGRAM	350,000.00	64,181.24	64,181.24	18.34	285,818.76
	STREET TOTAL	1,688,800.00	84,368.40	114,090.49	6.76	1,574,709.51

AIRPORT DEPARTMENT

100-16-6010	SALARIES	138,600.00	9,891.20	19,782.42	14.27	118,817.58
100-16-6020	PAYROLL TAXES	11,090.00	744.92	1,489.84	13.43	9,600.16
100-16-6030	HEALTH INSURANCE	12,285.00	810.38	1,620.76	13.19	10,664.24
100-16-6040	LAGERS	27,720.00		5,215.64	18.82	22,504.36
100-16-6120	SUPPLIES	8,000.00		963.59	12.04	7,036.41
100-16-6170	MARKETING PRINTING & PUBLIC.	20,000.00	3,084.78	3,084.78	15.42	16,915.22
100-16-6182	MAINTENANCE & OPERATIONS	30,000.00	823.55	2,566.33	8.55	27,433.67
100-16-6220	AUDIT EXPENSE	6,000.00	307.69	307.69	5.13	5,692.31
100-16-6260	DUES & MEMBERSHIPS	450.00				450.00
100-16-6270	LAND LEASE/BASE LEASE	6,350.00	4,550.00	4,550.00	71.65	1,800.00
100-16-6280	ENGINEERING	472,990.00				472,990.00
100-16-6310	INSURANCE	45,000.00				45,000.00
100-16-6320	TRAINING/TRAVEL/MILEAGE	2,500.00	5.48	5.48	.22	2,494.52
100-16-6370	EMPLOYEE PROGRAMS	1,000.00		6.34	.63	993.66
100-16-6510	UTILITIES	15,000.00		3,000.00	20.00	12,000.00
100-16-6520	PHONE/FAX/INTERNET/CABLE	7,500.00	530.65	1,058.20	14.11	6,441.80
100-16-6560	COPY MACHINE	800.00	58.54	116.23	14.53	683.77
100-16-6710	GAS, OIL & TIRES	5,000.00	296.12	2,291.82	45.84	2,708.18
100-16-6720	TOOLS	1,000.00		846.45	84.65	153.55
100-16-6730	PETROLEUM PROD INVENTORY	300,000.00	20.00	40.00	.01	299,960.00
100-16-6800	MISCELLANEOUS	10,000.00	254.07	686.21	6.86	9,313.79
100-16-6810	LEASE PAYMENTS	32,000.00				32,000.00
100-16-6830	FIXED ASSETS	50,000.00				50,000.00
100-16-6850	UNIFORMS	1,500.00	900.00	1,079.71	71.98	420.29
100-16-6950	POSTAGE	350.00	76.92	76.92	21.98	273.08
100-16-7000	DRUG TESTING	250.00		25.00	10.00	225.00
	AIRPORT TOTAL	1,205,385.00	22,354.30	48,813.41	4.05	1,156,571.59

FIRE PROTECT DEPARTMENT

100-17-6670	FIRE PROTECTION CONTRACT	205,000.00	51,000.00	51,000.00	24.88	154,000.00
100-17-6680	STORM SIRENS	80,000.00				80,000.00
	FIRE PROTECT TOTAL	285,000.00	51,000.00	51,000.00	17.89	234,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	2/2023	PCT OF FISCAL YTD		
		2/2023	FISCAL	PTD	YTD	PERCENT	16.6%
		TOTAL	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
BUILDING DEPARTMENT							
100-18-6010	SALARIES	200,000.00		15,362.84	30,559.14	15.28	169,440.86
100-18-6020	PAYROLL TAXES	16,000.00		1,163.31	2,313.89	14.46	13,686.11
100-18-6030	HEALTH INSURANCE	36,000.00		1,133.38	4,372.16	12.14	31,627.84
100-18-6040	LAGERS	42,000.00			5,510.65	13.12	36,489.35
100-18-6120	SUPPLIES	1,500.00		102.38	174.88	11.66	1,325.12
100-18-6170	PRINTING & PUBLICATION	1,000.00					1,000.00
100-18-6182	MAINTENANCE & OPERATIONS	2,000.00		1,380.82	1,541.24	77.06	458.76
100-18-6220	AUDIT EXPENSE	2,000.00		307.70	307.70	15.39	1,692.30
100-18-6260	DUES & MEMBERSHIP	750.00					750.00
100-18-6320	TRAINING/TRAVEL/MILEAGE	2,750.00		5.48	5.48	.20	2,744.52
100-18-6370	EMPLOYEE PROGRAMS	1,000.00			6.34	.63	993.66
100-18-6520	PHONE/FAX/INTERNET	1,000.00			88.66	8.87	911.34
100-18-6560	COPY MACHINE	1,000.00		58.53	116.22	11.62	883.78
100-18-6710	GAS, OIL & TIRES	6,000.00		440.37	1,080.02	18.00	4,919.98
100-18-6720	TOOL EXPENSE	1,500.00		376.82	376.82	25.12	1,123.18
100-18-6800	MISCELLANEOUS	500.00			36.50	7.30	463.50
100-18-6810	LEASE PAYMENT			1,653.39	1,653.39		1,653.39-
100-18-6830	FIXED ASSETS	10,000.00					10,000.00
100-18-6850	UNIFORMS	2,000.00		1,414.51	1,871.83	93.59	128.17
100-18-6950	POSTAGE	500.00		76.92	76.92	15.38	423.08
100-18-7000	DRUG TESTING	200.00			70.00	35.00	130.00
		=====		=====	=====	=====	=====
	BUILDING TOTAL	327,700.00		23,476.45	50,161.84	15.31	277,538.16
ANIMAL SHELTER DEPARTMENT							
100-19-6010	SALARIES	180,000.00		19,636.05	36,381.60	20.21	143,618.40
100-19-6020	PAYROLL TAXES	12,000.00		1,492.73	2,758.37	22.99	9,241.63
100-19-6030	HEALTH INSURANCE	30,000.00		1,520.38	3,040.76	10.14	26,959.24
100-19-6040	LAGERS	20,000.00			5,048.72	25.24	14,951.28
100-19-6120	SUPPLIES	5,000.00		451.16	1,450.66	29.01	3,549.34
100-19-6182	MAINTENANCE & OPERATIONS	8,000.00		623.06-	2,188.90	27.36	5,811.10
100-19-6220	AUDIT EXPENSE	2,000.00		307.69	307.69	15.38	1,692.31
100-19-6260	DUES & MEMBERSHIPS	500.00					500.00
100-19-6310	INSURANCE	5,000.00					5,000.00
100-19-6320	TRAINING & TRAVEL	1,500.00		338.85	338.85	22.59	1,161.15
100-19-6370	EMPLOYEE PROGRAM	1,000.00			6.34	.63	993.66
100-19-6520	PHONE, FAX & INTERNET	2,400.00		96.95	470.01	19.58	1,929.99
100-19-6550	UNIFORMS	1,000.00		127.40	387.32	38.73	612.68
100-19-6560	COPY MACHINE	800.00		58.59	116.22	14.53	683.78
100-19-6710	GAS, OIL & TIRES	2,500.00		126.26	308.24	12.33	2,191.76
100-19-6800	MISCELLANEOUS EXPENSE	2,000.00			36.50	1.83	1,963.50
100-19-6810	LEASE PAYMENTS	20,000.00					20,000.00
100-19-6830	FIXED ASSETS	50,000.00					50,000.00
100-19-6835	OFFICE EQUIPMENT	1,500.00					1,500.00
100-19-6850	MICROCHIPPING	5,000.00					5,000.00
100-19-6885	VET EXPENSES	30,000.00		1,872.29	3,301.73	11.01	26,698.27
100-19-6890	MEDICATIONS	15,000.00		1,130.50	1,461.82	9.75	13,538.18
100-19-6950	POSTAGE	300.00		76.92	76.92	25.64	223.08

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 2/2023, FISCAL TOTAL BUDGET	2/2023 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
100-19-7000	DRUG FEES	300.00		25.00	8.33	275.00
	ANIMAL SHELTER TOTAL	395,800.00	26,612.71	57,705.65	14.58	338,094.35
	TRANSFERS DEPARTMENT					
	TOTAL EXPENSES	7,233,235.00	374,521.68	709,511.99	9.81	6,523,723.01
	C. I. D. FUND					
	CITY HALL DEPARTMENT					
150-11-4012	CID REIMBURSEMENT	60,000.00				60,000.00
	CITY HALL TOTAL	60,000.00	.00	.00	.00	60,000.00
	TRANSFERS DEPARTMENT					
	TOTAL REVENUE	60,000.00	.00	.00	.00	60,000.00
	PARK FUND					
	PARK DEPARTMENT					
200-21-4201	PARKS & RECREATION TAX	145,000.00	8,710.73	21,951.02	15.14	123,048.98
200-21-4202	CAPITAL IMPROVEMENT TAX	300,000.00	19,484.80	49,855.13	16.62	250,144.87
200-21-4203	PAVILION RENTAL	8,000.00	350.00	400.00	5.00	7,600.00
200-21-4215	RV PARK INCOME	52,000.00	3,800.00	9,920.00	19.08	42,080.00
200-21-4320	PARK ACQ. PERMIT FEE	8,000.00	500.00	800.00	10.00	7,200.00
200-21-4400	PARK FESTIVALS INCOME	20,000.00	150.00	150.00	.75	19,850.00
200-21-4510	INTEREST INCOME	300.00	49.24	66.64	22.21	233.36
200-21-4920	MISCELLANEOUS INCOME	500.00	10.00	10.00	2.00	490.00
200-21-4932	PROCEEDS FROM ARPA FUND	50,000.00				50,000.00
	PARK TOTAL	583,800.00	33,054.77	83,152.79	14.24	500,647.21
	YOUTH SPORTS DEPARTMENT					
200-23-4000	CITY OF ST. ROBERT	30,000.00				30,000.00
	YOUTH SPORTS TOTAL	30,000.00	.00	.00	.00	30,000.00
	TRANSFERS DEPARTMENT					
	TOTAL REVENUE	613,800.00	33,054.77	83,152.79	13.55	530,647.21
	PARK DEPARTMENT					
200-21-6010	SALARIES	136,500.00	9,676.80	17,970.40	13.17	118,529.60

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 2/2023, FISCAL TOTAL BUDGET	2/2023 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
200-21-6020	PAYROLL TAXES	10,920.00	704.16	1,302.82	11.93	9,617.18
200-21-6030	HEALTH INSURANCE	31,500.00	2,449.59	4,899.18	15.55	26,600.82
200-21-6040	LAGERS EXPENSE	27,300.00		3,970.52	14.54	23,329.48
200-21-6120	SUPPLIES	6,500.00	459.20	949.52	14.61	5,550.48
200-21-6182	MAINTENANCE & OPERATIONS	3,500.00	1,915.12	21,525.77	615.02	18,025.77-
200-21-6220	AUDIT EXPENSE	2,000.00	307.70	307.70	15.39	1,692.30
200-21-6310	INSURANCE	8,000.00				8,000.00
200-21-6320	TRAINING/TRAVEL/MILEAGE	500.00	563.79	958.79	191.76	458.79-
200-21-6370	EMPLOYEE PROGRAMS	1,000.00	388.85	395.19	39.52	604.81
200-21-6400	PARK FESTIVALS EXPENSE	25,000.00		953.33	3.81	24,046.67
200-21-6520	PHONE/FAX/INTERNET	1,500.00	84.95	258.56	17.24	1,241.44
200-21-6630	CONTRACT LABOR	1,000.00	284.47	568.07	56.81	431.93
200-21-6710	GAS, OIL & TIRES	5,000.00	.90	51.87	1.04	4,948.13
200-21-6720	TOOL EXPENSE	2,000.00	148.15	148.15	7.41	1,851.85
200-21-6800	MISCELLANEOUS EXPENSE	2,000.00	243.40	1,250.78	62.54	749.22
200-21-6820	RV PARK REFUNDS	6,000.00				6,000.00
200-21-6830	CAP IMPROVEMENTS/FIXED ASSETS	20,000.00	8,853.93	12,286.39	61.43	7,713.61
200-21-6831	PARK BOARD PROJECTS	28,000.00				28,000.00
200-21-6850	UNIFORMS	2,500.00	935.19	1,096.99	43.88	1,403.01
200-21-7000	DRUG TESTING	500.00	25.00	50.00	10.00	450.00
200-21-7020	PORTA POT RENTAL	1,000.00				1,000.00
	PARK TOTAL	322,220.00	27,041.20	68,944.03	21.40	253,275.97

YOUTH SPORTS DEPARTMENT

200-23-6000	YOUTH SPORTS CONTRACT	35,000.00				35,000.00
200-23-6010	SALARIES		1,230.66	2,857.23		2,857.23-
200-23-6020	PAYROLL TAXES		94.13	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			88.66		88.66-
200-23-6800	MISCELLANEOUS EXPENSE			109.66		109.66-
	YOUTH SPORTS TOTAL	35,000.00	1,324.79	5,864.93	16.76	29,135.07

TRANSFERS DEPARTMENT

TOTAL EXPENSES	357,220.00	28,365.99	74,808.96	20.94	282,411.04
----------------	------------	-----------	-----------	-------	------------

ELECTRIC FUND

ELECTRIC DEPARTMENT

500-51-4100	PENALTIES	70,000.00	12,667.55	18,493.78	26.42	51,506.22
500-51-4120	RECONNECT	8,500.00	750.00	1,810.09	21.30	6,689.91
500-51-4130	POLE RENTAL	13,000.00	9,950.00	9,950.00	76.54	3,050.00
500-51-4510	INTEREST INCOME	20,000.00	6,742.05	9,104.88	45.52	10,895.12
500-51-4520	INTEREST INCOME-METER		1,981.75	2,682.20		2,682.20-

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	2/2023, FISCAL	2/2023	PCT OF FISCAL YTD	16.6%	
		TOTAL	BUDGET	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET		BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
500-51-4810	NEW ELECTRIC SERVICE	20,000.00		2,100.00	4,200.00	21.00	15,800.00
500-51-4820	UTILITY BILLS-ELECTRIC	7,000,000.00		696,928.75	1,411,380.45	20.16	5,588,619.55
500-51-4920	MISCELLANEOUS INCOME	20,000.00		40.00	75.00	.38	19,925.00
500-51-4930	PROCEEDS FROM LOAN	200,000.00					200,000.00
500-51-4950	SUBDIVISION IMP. PROGRAM	50,000.00		3,187.35	3,187.35	6.37	46,812.65
ELECTRIC TOTAL		7,401,500.00		734,347.45	1,460,883.75	19.74	5,940,616.25

TRANSFERS DEPARTMENT

TOTAL REVENUE	7,401,500.00	734,347.45	1,460,883.75	19.74	5,940,616.25
---------------	--------------	------------	--------------	-------	--------------

ELECTRIC DEPARTMENT

500-51-6010	SALARIES	327,000.00		15,186.22	30,730.80	9.40	296,269.20
500-51-6020	PAYROLL TAXES	25,000.00		1,155.48	2,338.38	9.35	22,661.62
500-51-6030	HEALTH INSURANCE	53,000.00		4,042.37	8,118.94	15.32	44,881.06
500-51-6040	LAGERS EXPENSE	60,000.00			9,567.12	15.95	50,432.88
500-51-6120	SUPPLIES	1,000.00		19.64	123.45	12.35	876.55
500-51-6180	PLANT EXT.-MATERIAL	100,000.00		21,977.37	52,510.92	52.51	47,489.08
500-51-6182	MAINTENANCE & OPERATIONS	60,000.00		3,607.11	9,712.69	16.19	50,287.31
500-51-6220	AUDIT EXPENSE	2,000.00		307.69	307.69	15.38	1,692.31
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					70,000.00
500-51-6320	TRAINING/TRAVEL/MILEAGE	10,000.00		5.48	5.48	.05	9,994.52
500-51-6370	EMPLOYEE PROGRAMS	1,000.00			6.34	.63	993.66
500-51-6510	UTILITIES	1,200.00		70.35	140.70	11.73	1,059.30
500-51-6520	PHONE/FAX/INTERNET	1,000.00			88.66	8.87	911.34
500-51-6550	EQUIPMENT RENTAL	1,000.00					1,000.00
500-51-6560	COPY MACHINE	2,000.00		72.33	148.73	7.44	1,851.27
500-51-6630	CONTRACT WORK	245,000.00		34,875.00	119,351.00	48.71	125,649.00
500-51-6710	GAS, OIL & TIRES	18,000.00		1,015.33	3,305.10	18.36	14,694.90
500-51-6720	TOOL EXPENSE	10,000.00			40.46	.40	9,959.54
500-51-6800	MISCELLANEOUS	6,000.00		237.59	1,069.12	17.82	4,930.88
500-51-6805	CONTINGENCY FUND	20,000.00					20,000.00
500-51-6810	LEASE PAYMENTS	448,000.00		5,625.74	9,607.38	2.14	438,392.62
500-51-6830	FIXED ASSETS	60,000.00					60,000.00
500-51-6850	UNIFORMS	3,000.00		35.20	197.01	6.57	2,802.99
500-51-6900	ELECTRICITY PURCHASED	4,700,000.00		387,331.39	914,451.74	19.46	3,785,548.26
500-51-6901	ACCTS RECEIVABLE BAD DEBT	10,000.00		298.10	1,840.89	18.41	8,159.11
500-51-6910	ADMIN RECAPTURE FEE	222,045.00		37,010.50	37,010.50	16.67	185,034.50
500-51-6915	FUNDS TO GENERAL	518,105.00		86,350.84	86,350.84	16.67	431,754.16
500-51-6930	FUNDS TO STRT & BUILDING DEPTS	170,000.00		28,333.32	28,333.32	16.67	141,666.68
500-51-6950	POSTAGE	4,000.00		1,276.92	1,276.92	31.92	2,723.08
500-51-6980	COLLECTION EXPENSE	2,000.00		24.45	24.45	1.22	1,975.55
500-51-6990	PCB SAMPLING				645.00		645.00
500-51-7000	DRUG TESTING	500.00			25.00	5.00	475.00
500-51-7001	ONE CALL FEES	850.00		53.55	98.14	11.55	751.86
500-51-7010	SUBDIVISION IMP. PROGRAM	100,000.00		19,482.44	29,523.89	29.52	70,476.11



ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 2/2023, FISCAL TOTAL BUDGET	2/2023 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
500-51-7021	FUNDS TO RESERVES	25,000.00				25,000.00
	ELECTRIC TOTAL	7,330,200.00	647,798.21	1,348,585.66	18.40	5,981,614.34
	TRANSFERS DEPARTMENT					
	TOTAL EXPENSES	7,330,200.00	647,798.21	1,348,585.66	18.40	5,981,614.34
	WATER / SEWER FUND FUND					
	WATER DEPARTMENT					
600-61-4100	PENALTIES	12,500.00	1,231.49	2,288.60	18.31	10,211.40
600-61-4120	RECONNECT	4,000.00	150.00	525.00	13.13	3,475.00
600-61-4810	NEW WATER SERVICE	12,000.00	1,050.00	2,100.00	17.50	9,900.00
600-61-4830	UTILITY BILLS-WATER	1,200,000.00	92,996.99	189,546.16	15.80	1,010,453.84
600-61-4920	MISCELLANEOUS INCOME	15,000.00	1,228.77	1,228.77	8.19	13,771.23
600-61-4930	PROCEEDS FROM LOAN	175,000.00				175,000.00
600-61-4950	SUBDIVISION IMP. PROGRAM	25,000.00	3,187.35	3,187.35	12.75	21,812.65
	WATER TOTAL	1,443,500.00	99,844.60	198,875.88	13.78	1,244,624.12
	WASTEWATER DEPARTMENT					
600-62-4100	PENALTIES	12,000.00	1,403.23	2,648.03	22.07	9,351.97
600-62-4810	NEW SEWER SERVICE	9,000.00	1,050.00	2,100.00	23.33	6,900.00
600-62-4840	UTILITY BILLS-SEWER	1,000,000.00	85,031.12	174,589.35	17.46	825,410.65
600-62-4910	PULASKI SEWER DISTRICT	260,000.00		29,041.17	11.17	230,958.83
600-62-4920	MISCELLANEOUS INCOME	5,000.00	1,228.77	1,458.77	29.18	3,541.23
600-62-4930	PROCEED FROM LOAN	275,000.00				275,000.00
600-62-4950	SUBDIVISION IMP. PROGRAM	25,000.00	3,187.35	3,187.35	12.75	21,812.65
	WASTEWATER TOTAL	1,586,000.00	91,900.47	213,024.67	13.43	1,372,975.33
	PLANT DEPARTMENT					
600-63-4910	TESTING	2,000.00				2,000.00
	PLANT TOTAL	2,000.00	.00	.00	.00	2,000.00
	TRANSFERS DEPARTMENT					
	TOTAL REVENUE	3,031,500.00	191,745.07	411,900.55	13.59	2,619,599.45
	WATER DEPARTMENT					
600-61-6010	SALARIES	80,000.00	7,262.40	14,524.80	18.16	65,475.20
600-61-6020	PAYROLL TAXES	7,000.00	510.78	1,021.56	14.59	5,978.44
600-61-6030	HEALTH INSURANCE	25,000.00	1,653.40	3,306.80	13.23	21,693.20

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	2/2023, FISCAL	2/2023	PCT OF FISCAL YTD	16.6%	
		TOTAL	BUDGET	PTD	YTD	PERCENT	DIFFERENCE
		BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE	
600-61-6040	LAGERS EXPENSE	15,000.00			3,102.17	20.68	11,897.83
600-61-6120	SUPPLIES	1,000.00	550.14		692.82	69.28	307.18
600-61-6170	PRINTING & PUBLICATION	500.00					500.00
600-61-6180	PLANT EXTENSION-WATER	50,000.00					50,000.00
600-61-6182	MAINTENANCE & OPERATIONS	120,000.00	3,016.83	11,570.18	9.64	108,429.82	
600-61-6220	AUDIT EXPENSE	2,000.00	307.69	307.69	15.38	1,692.31	
600-61-6260	DUES & MEMBERSHIPS	2,500.00		1,635.00	65.40	865.00	
600-61-6280	ENGINEERING	30,000.00				30,000.00	
600-61-6310	INSURANCE	40,000.00				40,000.00	
600-61-6320	TRAINING/TRAVEL/MILEAGE	3,000.00	5.48	5.48	.18	2,994.52	
600-61-6370	EMPLOYEE PROGRAMS	1,000.00		6.34	.63	993.66	
600-61-6480	STREET REPAIRS	10,000.00	3,905.00	4,359.36	43.59	5,640.64	
600-61-6510	UTILITIES	28,000.00	2,811.96	5,459.87	19.50	22,540.13	
600-61-6520	PHONE/FAX/INTERNET	1,000.00		88.66	8.87	911.34	
600-61-6550	EQUIPMENT RENTAL	5,000.00				5,000.00	
600-61-6560	COPY MACHINE	2,000.00	72.33	148.74	7.44	1,851.26	
600-61-6630	CONTRACT WORK	10,000.00	9,854.92	9,854.92	98.55	145.08	
600-61-6710	GAS, OIL & TIRES	18,000.00	1,606.92	3,253.04	18.07	14,746.96	
600-61-6720	TOOL EXPENSE	2,000.00		40.46	2.02	1,959.54	
600-61-6800	MISCELLANEOUS EXPENSE	2,000.00	21.68	396.50	19.83	1,603.50	
600-61-6805	CONTINGENCY FUND	10,000.00				10,000.00	
600-61-6810	LEASE PAYMENTS	333,000.00	5,994.42	10,349.34	3.11	322,650.66	
600-61-6830	FIXED ASSETS	20,000.00				20,000.00	
600-61-6850	UNIFORMS	1,500.00	749.18	943.97	62.93	556.03	
600-61-6901	ACCTS RECEIVABLE BAD DEBT	7,000.00	43.90-	911.32	13.02	6,088.68	
600-61-6905	CHEMICALS	2,000.00				2,000.00	
600-61-6910	ADMIN RECAPTURE FEE W	43,305.00	7,217.50	7,217.50	16.67	36,087.50	
600-61-6915	FUNDS TO GENERAL	101,045.00	16,840.84	16,840.84	16.67	84,204.16	
600-61-6930	FUNDS TO STRT & BUILDING DEPTS	90,000.00	15,000.00	15,000.00	16.67	75,000.00	
600-61-6950	POSTAGE	4,000.00	1,276.92	1,276.92	31.92	2,723.08	
600-61-6980	COLLECTION EXPENSE	2,000.00	24.44	24.44	1.22	1,975.56	
600-61-7000	DRUG TESTING	500.00		25.00	5.00	475.00	
600-61-7001	ONE CALL FEE	1,000.00	53.55	98.13	9.81	901.87	
600-61-7010	SUBDIVISION IMP. PROGRAM	50,000.00	10,041.08	10,458.58	20.92	39,541.42	
600-61-7021	FUNDS TO RESERVES	20,000.00				20,000.00	
		=====	=====	=====	=====	=====	
	WATER TOTAL	1,140,350.00	88,733.56	122,920.43	10.78	1,017,429.57	

WASTEWATER DEPARTMENT

600-62-6010	SALARIES	100,000.00	2,556.30	5,565.68	5.57	94,434.32
600-62-6020	PAYROLL TAXES	10,000.00	193.27	420.75	4.21	9,579.25
600-62-6030	HEALTH INSURANCE	18,000.00	756.35	2,449.55	13.61	15,550.45
600-62-6040	LAGERS EXPENSE	25,000.00		2,459.99	9.84	22,540.01
600-62-6120	SUPPLIES	500.00	86.21	207.92	41.58	292.08
600-62-6170	PRINTING & PUBLICATION	100.00				100.00
600-62-6180	PLANT EXTENSION-W/W	50,000.00	32,508.68	68,775.20	137.55	18,775.20-
600-62-6182	MAINTENANCE & OPERATIONS	55,000.00	2,605.08	6,141.63	11.17	48,858.37
600-62-6220	AUDIT EXPENSE	2,000.00	307.69	307.69	15.38	1,692.31
600-62-6260	DUES & MEMBERSHIPS	2,500.00		1,635.00	65.40	865.00
600-62-6280	ENGINEERING	20,000.00				20,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	2/2023	PCT OF FISCAL YTD		16.6%
		2/2023	FISCAL	PTD	YTD	PERCENT	DIFFERENCE
		TOTAL	BUDGET	BALANCE	BALANCE	DIFFERENCE	DIFFERENCE
600-62-6310	INSURANCE	40,000.00					40,000.00
600-62-6320	TRAINING & TRAVEL	2,500.00		5.48	5.48	.22	2,494.52
600-62-6370	EMPLOYEE PROGRAMS	1,000.00			6.34	.63	993.66
600-62-6480	STREET REPAIRS	1,500.00					1,500.00
600-62-6510	UTILITIES-SEWER	1,200.00		82.56	209.84	17.49	990.16
600-62-6550	EQUIPMENT RENTAL	5,000.00					5,000.00
600-62-6560	COPY MACHINE	2,000.00		72.33	148.74	7.44	1,851.26
600-62-6630	CONTRACT WORK	10,000.00					10,000.00
600-62-6710	GAS, OIL & TIRES	4,000.00		320.97	439.75	10.99	3,560.25
600-62-6720	TOOL EXPENSE	1,000.00			40.47	4.05	959.53
600-62-6800	MISCELLANEOUS EXPENSE	3,000.00			36.50	1.22	2,963.50
600-62-6805	CONTINGENCY	5,000.00					5,000.00
600-62-6810	LEASE PAYMENTS	208,000.00		3,820.45	6,308.98	3.03	201,691.02
600-62-6830	FIXED ASSETS	20,000.00		544.16	544.16	2.72	19,455.84
600-62-6850	UNIFORMS	1,000.00		335.19	545.41	54.54	454.59
600-62-6910	ADMIN RECAPTURE FEE SEWER	47,580.00		7,930.00	7,930.00	16.67	39,650.00
600-62-6915	FUNDS TO GENERAL	111,020.00		18,503.34	18,503.34	16.67	92,516.66
600-62-6930	FUNDS TO STRT & BUILDING DEPTS	90,000.00		15,000.00	15,000.00	16.67	75,000.00
600-62-6950	POSTAGE	3,500.00		1,276.92	1,276.92	36.48	2,223.08
600-62-6990	PCSD FEES	7,500.00		650.62	1,298.68	17.32	6,201.32
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		48,596.57	49,981.91	49.98	50,018.09
600-62-7021	FUNDS TO RESERVES	10,000.00					10,000.00
		=====		=====	=====	=====	=====
	WASTEWATER TOTAL	959,000.00		136,152.17	190,264.93	19.84	768,735.07

PLANT DEPARTMENT

600-63-6010	SALARIES	128,000.00		10,782.41	21,564.82	16.85	106,435.18
600-63-6020	PAYROLL TAXES	12,000.00		814.41	1,628.81	13.57	10,371.19
600-63-6030	HEALTH INSURANCE	25,000.00		2,494.60	5,082.71	20.33	19,917.29
600-63-6040	LAGERS EXPENSE	30,000.00			5,372.60	17.91	24,627.40
600-63-6120	SUPPLIES	2,000.00		66.57	154.83	7.74	1,845.17
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		499.31	15,143.91	50.48	14,856.09
600-63-6220	AUDIT EXPENSE	2,000.00		307.69	307.69	15.38	1,692.31
600-63-6260	DUES & MEMBERSHIPS	250.00					250.00
600-63-6280	ENGINEERING	10,000.00					10,000.00
600-63-6320	TRAINING/TRAVEL/MILEAGE	500.00		5.48	5.48	1.10	494.52
600-63-6370	EMPLOYEE PROGRAM	1,000.00			6.29	.63	993.71
600-63-6520	PHONE/FAX/INTERNET	1,000.00		116.95	233.90	23.39	766.10
600-63-6560	COPY MACHINE	1,000.00		58.54	116.24	11.62	883.76
600-63-6710	GAS, OIL & TIRES	4,000.00					4,000.00
600-63-6720	TOOL EXPENSE	500.00		564.18	564.18	112.84	64.18-
600-63-6800	MISCELLANEOUS EXPENSE	500.00			206.50	41.30	293.50
600-63-6810	LEASE PAYMENTS	257,000.00		6,600.72	8,093.84	3.15	248,906.16
600-63-6830	FIXED ASSETS	50,000.00		2,819.25	32,596.78	65.19	17,403.22
600-63-6850	UNIFORMS	1,200.00		935.19	1,096.96	91.41	103.04
600-63-6930	LAB EQUIPMENT	1,000.00					1,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 2/2023, FISCAL TOTAL BUDGET	2/2023 PTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
600-63-6950	POSTAGE	4,000.00	1,276.92	1,276.92	31.92	2,723.08
600-63-7000	DRUG TESTING	200.00		25.00	12.50	175.00
600-63-7010	LAB TESTING	6,000.00	258.37	1,190.90	19.85	4,809.10
	PLANT TOTAL	568,400.00	27,600.59	94,668.36	16.66	473,731.64
TRANSFERS DEPARTMENT						
	TOTAL EXPENSES	2,667,750.00	252,486.32	407,853.72	15.29	2,259,896.28
TRASH FUND						
TRASH DEPARTMENT						
700-71-4850	GARBAGE INCOME	480,000.00	49,983.80	102,426.94	21.34	377,573.06
	TRASH TOTAL	480,000.00	49,983.80	102,426.94	21.34	377,573.06
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	480,000.00	49,983.80	102,426.94	21.34	377,573.06
TRASH DEPARTMENT						
700-71-6875	GARBAGE CONTRACT EXPENSE	410,000.00	41,566.40	84,060.55	20.50	325,939.45
700-71-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00	67.34	190.41	9.52	1,809.59
700-71-6910	ADMIN RECAPTURE - TRASH	14,400.00	2,400.00	2,400.00	16.67	12,000.00
700-71-6915	FUNDS TO GENERAL	33,600.00	5,600.00	5,600.00	16.67	28,000.00
700-71-7021	FUNDS TO RESERVES	20,000.00				20,000.00
	TRASH TOTAL	480,000.00	49,499.06	92,250.96	19.22	387,749.04
TRANSFERS DEPARTMENT						
	TOTAL EXPENSES	480,000.00	49,499.06	92,250.96	19.22	387,749.04
NATURAL GAS FUND						
NATURAL GAS DEPARTMENT						
800-81-4100	PENALTIES	9,000.00	2,744.50	3,445.35	38.28	5,554.65
800-81-4120	RECONNECT	500.00	25.00	75.00	15.00	425.00
800-81-4810	NEW SERVICES	25,000.00	2,100.00	4,200.00	16.80	20,800.00
800-81-4860	NATURAL GAS REVENUES	1,200,000.00	225,978.33	448,250.20	37.35	751,749.80
800-81-4870	INCOME FROM RICHLAND	275,000.00	47,967.89	99,661.08	36.24	175,338.92
800-81-4920	MISECELLANEOUS INCOME	500.00				500.00
800-81-4930	PROCEEDS FROM LOAN	50,000.00				50,000.00
800-81-4950	SUBDIVISION IMP. PROGRAM	25,000.00	3,187.35	3,187.35	12.75	21,812.65

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 2/2023, FISCAL TOTAL BUDGET	2/2023 PTD BALANCE	PCT OF FISCAL YTD PERCENT DIFFERENCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
	NATURAL GAS TOTAL	1,585,000.00	282,003.07	558,818.98	35.26	1,026,181.02
TRANSFERS DEPARTMENT						
	TOTAL REVENUE	1,585,000.00	282,003.07	558,818.98	35.26	1,026,181.02
NATURAL GAS DEPARTMENT						
800-81-6010	SALARIES	80,000.00	5,387.16	11,235.16	14.04	68,764.84
800-81-6020	PAYROLL TAXES	8,000.00	376.20	787.66	9.85	7,212.34
800-81-6030	HEALTH INSURANCE	16,000.00	2,088.39	4,176.78	26.10	11,823.22
800-81-6040	LAGERS	18,000.00		3,348.21	18.60	14,651.79
800-81-6120	SUPPLIES	1,000.00		66.45	6.65	933.55
800-81-6160	NATURAL GAS PURCHASE	950,000.00	172,116.97	427,079.87	44.96	522,920.13
800-81-6170	PRINTING & PUBLICATION	4,500.00	4,267.08	4,267.08	94.82	232.92
800-81-6180	PLANT - EXTENSION	3,000.00				3,000.00
800-81-6182	MAINTENANCE & OPERATIONS	25,000.00	851.00	994.31	3.98	24,005.69
800-81-6210	LEGAL	3,500.00				3,500.00
800-81-6220	AUDIT EXPENSE	2,000.00	307.69	307.69	15.38	1,692.31
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				11,000.00
800-81-6320	TRAINING/TRAVEL/MILEAGE	1,500.00	5.48	5.48	.37	1,494.52
800-81-6370	EMPLOYEE PROGRAM	1,000.00		6.34	.63	993.66
800-81-6520	PHONE/FAX/INTERNET	600.00		88.66	14.78	511.34
800-81-6560	COPY MACHINE	2,000.00	72.35	148.72	7.44	1,851.28
800-81-6630	CONTRACT WORK	1,000.00				1,000.00
800-81-6710	GAS, OIL & TIRES	4,500.00	195.74	388.93	8.64	4,111.07
800-81-6720	TOOL EXPENSE	2,000.00		65.58	3.28	1,934.42
800-81-6800	MISCELLANEOUS EXPENSE	1,500.00		36.50	2.43	1,463.50
800-81-6805	CONTINGENCY FUND	20,000.00				20,000.00
800-81-6810	LEASE PAYMENTS	40,000.00	122.89	247.32	.62	39,752.68
800-81-6830	FIXED ASSETS	15,000.00		2,086.33	13.91	12,913.67
800-81-6850	UNIFORMS	4,000.00	404.81	856.02	21.40	3,143.98
800-81-6901	ACCTS RECEIVABLE BAD DEBT	2,000.00				2,000.00
800-81-6910	ADMIN RECAPTURE FEE GAS	47,544.00	7,924.00	7,924.00	16.67	39,620.00
800-81-6915	FUNDS TO GENERAL	110,936.00	18,489.34	18,489.34	16.67	92,446.66
800-81-6930	FUNDS TO STRT & BUILDING DEPTS	100,000.00	16,666.68	16,666.68	16.67	83,333.32
800-81-6950	POSTAGE	3,500.00	1,276.92	1,276.92	36.48	2,223.08
800-81-6980	COLLECTION EXPENSE	2,000.00	24.44	24.44	1.22	1,975.56
800-81-6999	DEPRECIATION EXPENSE	500.00				500.00
800-81-7000	DRUG TESTING			25.00		25.00-
800-81-7001	ONE CALL FEES	800.00	53.55	98.13	12.27	701.87
800-81-7010	SUBDIVISION IMP. PROGRAM	50,000.00	486.02	10,356.23	20.71	39,643.77
800-81-7021	FUNDS TO RESERVES	10,000.00				10,000.00
	NATURAL GAS TOTAL	1,548,880.00	231,116.71	512,557.83	33.09	1,036,322.17

TRANSFERS DEPARTMENT

CITY OF WAYNESVILLE  
 BUDGET REPORT  
 CALENDAR 2/2023, FISCAL 2/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT DIFFERENCE	16.6% DIFFERENCE
	TOTAL EXPENSES	1,548,880.00	231,116.71	512,557.83	33.09	1,036,322.17
		NID FUND				
	Report Total	77,835.00	193,194.03	377,317.09	484.77	299,482.09-

The following accounts do not have account breaks defined:  
600626990

Account break titles were not printed for these accounts.