

This meeting will be conducted at 715 W. Mt. Vernon. Individuals may view the meeting live on our YouTube channel: https://www.youtube.com/c/CityofNixa

Call to Order Roll Call Pledge of Allegiance

Consent Agenda:

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

- a. Approval of Minutes: June 13th, June 25th and June 29th, 2022, Minutes
- b. Approval of Financial Reports: Budget Report and Cash Summary Report

Service Awards:

Dennis Acox Police Department 10 years Richard Eutsler Police Department 10 years Barb Blevins Retirement Recognition 26 years

Proclamation:

National Night Out – August 2nd Purple Heart Day – August 7th

Visitors (Speaker Card Required; Comments Limited to 5 Minutes):

Rose Wilson

Ordinances (First Reading and Public Hearing; Comments Limited to 5 Minutes; No Council Vote Anticipated):

Council Bill #2022-074 Authorizing the City Administrator to Execute a Contract with D&E Plumbing for Certain Improvements to Truman Boulevard and Amending the 2022 Annual Budget to Appropriate Funds for Said Contract

Council Bill #2022-075 Authorizing the Mayor to Execute a Memorandum of Understanding with Nixa Public Schools for Certain Law Enforcement Services

Ordinances (Second Reading and Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):

Council Bill #2022-071 Rezoning the Real Property Generally Located at 906 Westview Drive From a Neighborhood Commercial District to an R-1 Single-Family Residential District

Council Bill #2022-072 Rezoning the Real Property Generally Located at the Southeast Corner of North Cheyenne Road and East North Street From a General Commercial District and R-3 Multi-Family District to a Planned Unit Development

Council Bill #2022-073 Amending Chapter 22, Article I, of the Nixa City Code by Adding Thereto a New Section and Amending the City's Technical Specifications Manual to Provide for an Exemption From Outside the City Limit Water and Sewer

Resolutions (Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):
Resolution #2022-076 Authorizing the City Administrator to Execute a Contract with JCl Industries, LLC, for Certain Repairs to Clarifier #4 at the Wastewater Treatment Plant

Resolution #2022-077 Authorizing the City Administrator to Execute a Contract with Streetwise, Inc., for the Striping and Painting of Traffic Markings on Certain City Streets

Resolution #2022-078 Authorizing a Multi-Day Event for the Proposed Special Event Referred to as Saturdays at the Crossroads

Informational Items:

Business License Report
Detailed Cash Report
Building Permit Report and Comparative
Police Report
Sales and Use Tax Report
Budget Summary Dashboard
CIP Update
Communication Report

Mayor and Council Member Reports:

Adjournment

Council/ Staff Liaisons

Jarad Giddens/Doug Colvin-Public Works Darlene Graham/Joe Campbell-Police Amy Hoogstraet/Matt Crouse-Park Aron Peterson/ -Planning/Development Shawn Lucas/Jennifer Evans-Finance & Amanda Hunsucker-Human Resources Justin Orf/Cindy Robbins-Administration/Court & Drew Douglas-Communication

REGULAR MEETING OF THE COUNCIL MEMBERS OF THE CITY OF NIXA, MISSOURI

NIXA CITY HALL

June 13th, 2022 7:00 P.M.

The regular meeting of the Nixa City Council was called to order by Mayor Brian Steele. Attending were Council Members Shawn Lucas, Justin Orf, Aron Peterson, Darlene Graham, and Amy Hoogstraet. Jarad Giddens was absent.

The Pledge of Allegiance was given.

Proclamation:

Mayor Steele read a proclamation proclaiming June 14th as World Blood Donor Day. Michelle Teeter, Community Blood Center of the Ozarks, was in attendance to accept the proclamation. Teeter thanked the Council for recognizing World Blood Donor Day. Teeter stated one (1) donation could save multiple lives and is the biggest gift you can give your community.

Visitors:

Logan Lewis, 860 S Hackberry Ave., discussed the LGBTQ+ proclamation and Councilwoman Hoogstraet's social media posts.

Melissa Belisle, 612 E Elegant, discussed the LGBTQ+ proclamation, her religious beliefs, and Councilwoman Hoogstraet's social media posts.

Jennifer Rosebrock, Nixa, MO, discussed transgenderism and the LGBTQ+ proclamation.

Justyn Pippins, 5520 West Tea Springfield, discussed the L.E.A.D events. Pippins thanked the community for their support for the L.E.A.D initiative. Pippins also stated Juneteenth is celebrated in June and marks the end of slavery.

Jeff Belcher, 203 S Ellen, discussed Councilwoman Hoogstraet's social media posts and the LGBTQ+ proclamation.

Ron Sanders, 976 Glen Oaks Dr., thanked everyone who donates blood as he is a recipient of blood donations. Sanders stated that citizens have the freedom to believe what they want to believe. Sanders discussed the LGBTQ+ proclamation.

Rich Lewis, 860 S Hackberry, discussed Councilwoman Hoogstraet's social media posts. Lewis discussed the lack of decorum and ethics shown during council meetings. Lewis also discussed LGBTQ+ proclamation.

Danny Cazier, 4120 McCauley Rd, discussed social media posts and asked for more respect to be used when dealing with others.

Denise Chambers, 578 Walnut Grove Cir., discussed the LGBTQ+ proclamation and their transgender life.

Chris Russell, Nixa Chamber of Commerce Director, thanked everyone for their help at Sucker Days and provided stats on the 2022 event. Russell thanked the Police and Street Department for all their work during the event. Russell discussed the downtown area and the projects and future events taking place.

Councilwoman Hoogstraet responded to comments made in the visitor's sections. The Mayor responded to comments made in the visitor's section.

Ordinances (First Reading and Public Hearing; Comments Limited to 5 Minutes; No Council Vote Anticipated):

Council Bill #2022-061 Amending Several Sections of Chapter 22 of the Nixa City Code to Codify and Update the City's Water Rates and to Update Provisions Related to the City's Utility Billing Procedure. Jennifer Evans, Finance Director, stated during the April 11th Council Meeting, the Utility Billing policies and procedures were discussed. Evans said once staff started looking into the procedures, it became apparent that the process to update them was a more in-depth process. Evans stated the policy before Council was comprehensive. Council asked about the outside City water rates, with staff responding they are still being discussed. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed.

Council Bill #2022-062 Accepting the Dedication of Certain Rights-of-Way of the Minor Subdivision Generally Located Along the 700 Block of East Crystal Avenue. Scott Godbey, City Planner, stated this dedication of rights-of-way is slightly different due to minor subdivisions generally being heard by the Planning and Zoning Commission. Godbey said that the co-applicant for this property is an employee of the City. Godbey stated the dedication of right-of-way is for 2,100sqft. Godbey stated at the time the subdivision was platted in 1997, Crystal Ave was dead-ending into the Highway 14 Office Park. Godbey said in 2003, stormwater improvements were made, which changed Crystal Ave into a cul-de-sac. Godbey stated at the June 2022 Planning and Zoning meeting, the commission unanimously approved the dedication of the rights-of-way, and staff is also recommending approval. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed.

Council Bill #2022-063 Rezoning the Real Property Generally Located Along the 700 Block of East Crystal Avenue from the R-3 Multi-Family Residential District to the R-1 Single-Family Residential District. Godbey stated this ordinance is for the rezoning of the property previously discussed in Council Bill #2022-062. Godbey said there are three (3) lots currently zoned R-3 multi-family, and only one (1) lot met current City standards, but with the dedication of rights-of-way, it will no longer meet those standards. Godbey stated said the property is vacant, and the land uses around the property include R-4 multi-family to the north and east, R-1 single-family to the south, and general commercial to the west. Godbey stated the proposed land use meets the development pattern in the vicinity and has access to City utilities. Godbey said that the Planning and Zoning Commission approved the rezone, and staff is recommending approval. Council asked what the current zoning of the property was, and Godbey stated the three (3) lots are all currently R-3. Council asked how close the R-1 zoning was to this property, with Godbey responding directly to the south. Mayor Steele opened the public hearing for comments.

Jeff Belcher, 203 S Ellen, discussed power conservation and rolling power outages. Mayor Steele stated this question doesn't fit the topic being discussed and provided information about peak power usage. Belcher asked about utility rates, with Mayor Steele responding.

With no further comments, the public hearing was closed.

Council Bill #2022-064 Amending the 2022 Annual Budget to Appropriate Funds for the Purchases of Audio-Visual Equipment and Videoconferencing Equipment. Cindy Robbins, Assistant City Administrator, stated this budget amendment is for \$35,500 and is for the replacement of microphones for the Council Chamber. Robbins stated the last update to the Council Chambers in 2018 didn't include the microphones. Robbins said the microphones included in the budget amendment are 12 wireless microphones, four (4) chargers, and replacement batteries for a total of \$21,419.20. Robbins stated the \$35,500 budget amendment also includes videoconferencing equipment for the Council Conference room because the current equipment is outdated. Robbins said the total for the videoconferencing equipment would be \$13,815.27. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed.

Ordinances (Second Reading and Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):

Council Bill #2022-058 Authorizing the Mayor to Execute a Mutual Aid Agreement to Continue the City's Participation in the Combined Ozarks Multi-Jurisdictional Enforcement Team Task Force. Chad Tennis, Major and Deputy Police Chief stated this contract is to continue the mutual aid agreement with COMET. Tennis stated there are no substantial changes to the agreement. Council asked specifically what COMET does. Tennis said that COMET assists with drug cases and helps store dangerous chemicals. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the council bill. Lucas made a motion to approve Council Bill #2022-058 with Orf seconding and Orf, Peterson, Graham, Hoogstraet, and Lucas voting aye on roll call vote.

Resolutions (Public Hearing; Comments Limited to 5 Minutes; and Council Vote Anticipated):

Resolution #2022-061 Retiring the Current City Seal and Adopting in Lieu Thereof a New City Seal. Drew Douglas, Director of Communications, stated that updating the City Seal is the first (1st) step in updating the City's brand identity. Douglas said the seal needed to be updated first (1st) because it represents the Council, and the elements of the seal will be implanted in the rest of the branding. Douglas told the Council that staff recommends the adoption of the new seal. Mayor Steele opened the public hearing for comments.

Ron Sanders, 976 Glen Oaks Dr., asked why rebranding had to happen. Sanders discussed what would happen if the new seal was adopted. Sanders stated he would like to see more information on the rebranding on the City's website and social media. Douglas responded to Sanders comments.

Jeff Belcher, 203 S Ellen, asked how much money would be spent on updating City trucks with the new branding. Belcher discussed the City's branding on new residents, and Belcher also asked about the budget for branding. Douglas responded to Belcher's comments.

Thomas Taylor, 208 W Lorene, asked what would happen to the old logo was liked better. Taylor discussed the new branding and the meanings behind the elements contained within them.

Mayor Steele responded to the comments. Council provided their opinions on the new branding options. Mayor Steele called for a motion to approve the resolution. Orf made a motion to approve Resolution #2022-061 with Hoogstraet seconding and Orf, Peterson, and Hoogstraet voting aye and Lucas and Graham voting nay.

Resolution #2022-062 Amending the City's Personnel Handbook by Modifying Policies 7.1.3, 7.1.5, and 7.1.45 to Alter the Accrual and Rollover Provisions Related to Holiday Hours. Amanda Hunsucker, Human Resources Director, stated this resolution is to put the recent Police Department Policy Manual changes into the City's Personnel Policy Manual. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the resolution. Peterson made a motion to approve Resolution #2022-062, with Orf seconding and all Council Members voting aye.

Resolution #2022-063 Granting a Permit to the Nixa Area Chamber of Commerce to Authorize the Display of Fireworks. Godbey stated that the Chamber of Commerce applied for the Sky-High Fireworks permit for a public display of fireworks. Godbey said the Chamber had hired Encore Pyrotechnics, whom they have used before, to conduct the event. Godbey told Council that sections 16-198 and 16-199 of the City Code regulate special event permits pertaining to public fireworks displays. Godbey stated that the Chamber has applied for the appropriate special events permit and insurance for the location of the event. Godbey said staff recommends approval of the resolution. Mayor Steele opened the public hearing for comments.

Jeff Belcher, 203 S Ellen, discussed the current City Code regarding when fireworks can be fired on the fourth (4th) of July. Belcher asked if there was a way to amend the existing code to allow additional days for fireworks to be fired since the fourth (4th) of July falls on a Monday this year.

Chris Russell, Nixa Chamber of Commerce Director, stated the Sky-High Fireworks Show would be a free event with a few activities having a minimal cost to participate in. Russell provided a brief overview of planned events for the night. Russell stated all fireworks would be done by 9:45 p.m. Russell said this is an event that the whole community can enjoy, not just citizens in attendance at Eagle Stadium. Council asked what kinds of food would be available, with Russell responding. Council asked if a dunk tank would be available, with Russell responding no.

With no further comments made, the public hearing was closed. Mayor Steele called for a motion to approve the resolution. Graham made a motion to approve Resolution #2022-063 with Hoogstraet seconding and all Council Members voting aye.

Resolution #2022-064 Authorizing the City Administrator to Apply for and Accept a 2022 Homeland Security Counter Terrorism Equipment Grant in the Amount of \$5,000.00. Tennis stated that we have a

Homeland Security Anti-Terrorism Officer that works with the group and are allowed to apply for the \$5,000.00 grant. Tennis stated one of the approved pieces of equipment is an unmanned aircraft, like a drone. Tennis said the Police Department currently has a drone program and operator, but the grant would allow for an update to the drone or for a new drone to be purchased in 2023. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the resolution. Graham made a motion to approve Resolution #2022-064 with Hoogstraet seconding with all Council Members voting aye.

Resolution #2022-065 Authorizing the City Administrator to Apply for and Accept a 2022 Community Policing Development Accreditation Grant in the Amount of \$160,000.00. Tennis stated this grant became available on June 6th and will be closed to applications on June 23rd. Tennis said this grant would help to get accreditation for the department, which would make the department more professional. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Council asked if the grant isn't received would the monies needed for the accreditation be placed in the budget. Tennis stated it is not in the 2022 budget but in the budget between now and 2025. Mayor Steele called for a motion to approve the resolution. Lucas made a motion to approve Resolution #2022-065, with Orf seconding and all Council Members voting aye.

Unfinished Business – Rebranding Flag Discussion:

Douglas said the City flag should be a welcoming symbol for the entire community, while the seal is an official symbol of the City Council. Douglas provided information on vexillography, which is the art of flag design, and the five (5) principles of flag design. Douglas discussed the previous and current City flag designs and provided examples of good and bad flag designs. Douglas provided information on the proposed City flag options. Douglas said Option A is the flag being recommended by staff. Douglas also presented Options B-G to Council. Douglas stated if the Council would like to open up the flag design to the public, he wouldn't be opposed. Douglas told Council all the proposed flag designs presented were designed by himself and a graphic designer. Council provided their feedback on the proposed flag designs. Council gave direction to have the community provide input and designs for the City flag.

Mayor and Council Member Reports:

Robbins reminded Council that City offices would be closed Monday, June 20th, in observance of Juneteenth.

Mayor Steele stated it was time for another liaison report. Orf asked for a list of previous liaison reports.

Adjournment:

Mayor Steele called for	r a motion to adjo	urn. Orf made	a motion to	adjourn at 9	9:06 p.m., v	with Hoogs	straet
seconding and all Coun	ncil Members vot	ing aye.					

Mayor	City Clerk	

REGULAR MEETING OF THE COUNCIL MEMBERS OF THE CITY OF NIXA, MISSOURI

NIXA CITY HALL

June 27th, 2022 7:00 P.M.

The regular meeting of the Nixa City Council was called to order by Mayor Brian Steele. Attending were Council Members Shawn Lucas, Justin Orf, Jarad Giddens, Aron Peterson, Darlene Graham, and Amy Hoogstraet.

The Pledge of Allegiance was given.

Consent Agenda:

Mayor Steele called for a motion to approve the consent agenda. Giddens made a motion to approve the consent agenda as presented, items a through b, with Hoogstraet seconding and Orf, Giddens, Peterson, Graham, Hoogstraet, and Lucas voting aye on roll call vote.

Service Awards:

Mayor Steele recognized Jim Baker for his 15 years of service to the City. Jeff Roussell, Street Superintendent, stated Baker could not be in attendance for the meeting. Roussell said Baker started with the building ground maintenance crew and is now the preventative maintenance coordinator. Roussell stated Baker works not only on vehicles and equipment for public works but throughout all City departments.

Proclamation:

Mayor Steele read a proclamation proclaiming July 2022 as Parks & Recreations Month. Matt Crouse, Parks Director, accepted the proclamation.

Visitors:

Jeff Belcher, 203 S Ellen, discussed his first (1st) amendment rights to speak at City Council Meetings and the language he uses at the meetings. Belcher spoke about the Parks and Recreation proclamation and the state of Rotary Park. Belcher thanked the Council for amending the ordinance for fireworks.

Jeanne Coburn, 1371 W. Stone House Rd., stated she appreciates Council for the Parks & Recreation proclamation and asked Council for another park. Coburn told Council she appreciates the street resurfacing and what Council is doing for the City.

Tamara Yancy, 1320 W Carriage Ct., thanked the Council for what they are doing for the City and the Parks & Recreation and Pride Month proclamations.

Ron Sanders, 976 Glen Oaks Dr., discussed the need for speaker cards to speak during the visitors section, rules to speak during the visitors section, and freedom of speech. Sanders stated he likes to speak to Council during the meetings.

Council responded to comments made during the visitors section and provided an update on how Council Meetings will be conducted in the future.

Presentations:

2021 Financial Statements:

Jennifer Evans, Finance Director, stated that usually, the auditor provides an auditor's report in April or May; however, presentations in the future will be different based on the action plans in the strategic plan. Evans stated that the Finance Department is trying to make financial statements easier to understand. Evans recognized and thanked Mckayla Ford, the Communications Department intern, for designing the Popular Annual Financial Report (PAFR) and thanked Drew Douglas, Communications Director, for his work on the PAFR as well. Evans stated a more detailed annual report could be found on the City's website. Evans discussed each page of the PAFR in length. Evans provided specific details on the awards the Finance Department had been awarded and 2021 revenue sources. Evans discussed how City money is spent by each city function, City debt, and Capital Improvement Projects. Evans next discussed the 10-year-Government-Wide Net Position, which is a good indicator of the general financial health of a city. Evans stated the City is on an upward trend and is in good financial standing. Evans provided the difference between governmental and enterprise funds and details on the City's enterprise funds. Evans said she was very proud of the PAFR and encouraged everyone to visit the City's website to view a more detailed annual report. Council asked questions about the PAFR and provided feedback.

Strategic Plan Update – Reliable Infrastructure & Sustainable Economy:

Douglas stated he has presented information on the first (1st) two (2) strategic plan priorities and gave a background on the strategic plan process. Strategic Plan #3, Reliable Infrastructure, was presented first (1st), and each action plan was discussed in length. Action Plan #1: Improve roadways to alleviate congestion in high-traffic areas. This action plan has four (4) action steps, with one (1) budgeted in 2022 and three (3) in progress. Action Plan #2: Improve intersections to enhance safety and alleviate congestion. This action plan has three (3) action steps, with two (2) budgeted for 2022 and one (1) completed in 2021. Action Plan #3: Create new road connectivity to alleviate congestion in high-traffic areas. This action plan has two (2) action steps with one (1) in progress. Action Plan #4: Advocate to MoDOT that they prioritize various Nixa projects. This action plan has one (1) step that is operational and ongoing. Action Plan #5: Improve public lighting to enhance safety and efficiency citywide. This action plan has four (4) action steps with two (2) in progress. Action Plan #6: Bury electric lines to enhance safety, increase reliability, and improve aesthetics. This action plan has two (2) action steps, none of which have been started yet. Action Plan #7: Upgrade utility metering to Automated Meter Infrastructure (AMI) to improve customer service and reliability. This action plan has three (3) action steps with two (2) budgeted for 2022. Action Plan #8: Improve community awareness of ways the public can minimize damage to our environment. This action plan has one (1) step that is operational and ongoing. Action Plan #9: Implement a comprehensive Stormwater Utility in order to manage and enhance water quality. This action plan has two (2) action steps, none of which have been started yet. Douglas presented next on Strategic Plan #4, Sustainable Economy. Action Plan #1: Seek to partner with a developer in order to build a new industrial park. This action plan has one (1) action step, and no progress has been made. Action Plan #2: Provide voters an opportunity to

fund the city's economic development efforts. This action plan has one (1) step and has not been started. Action Plan #3: Implement a unique economic development branding and marketing strategy for the city and distribute its key messages in creative and innovative ways. This action plan has four (4) action steps with one (1) in progress, one (1) budgeted for 2022, and one (1) operation since 2021. Action Plan #4: Create a packet and electronic communications which explain the processes of starting and maintaining a business in Nixa. This action plan has four (4) action steps that are all dependent on branding standards, adoption, and implementation of an economic development marketing strategy. Action Plan #5: Participate annually in tax-free weekend. This action plan has one (1) action step that was completed in 2021.

Ordinances (First Reading and Public Hearing; Comments Limited to 5 Minutes; No Council Vote Anticipated):

Council Bill #2022-065 Amending Section 16-200 of the Nixa City Code to Authorize the Discharge of Fireworks Within the City Limits for July 2nd and 3rd 2022. Jimmy Liles, City Administrator, stated staff was directed to research the possibility of allowing fireworks to be shot during the weekend before the Fourth of July. Liles said the ordinance being presented would allow for fireworks July 2nd – 4th, 2022, between the hours of 2:00 p.m. – 11:00 p.m. Liles stated that for the ordinance to become effective before the July 4th weekend, there would need to be a special meeting to have the second (2nd) reading. Council stated the current ordinance would be limited to just 2022, so there could be a longer conversation about fireworks. Liles said he spoke with the Assistant Fire Chief, and they are aware of the ordinance, and if there is a fire ban, no fireworks would be allowed. Council discussion was held. Mayor Steele opened the public hearing for comments.

Jeff Belcher, 203 S Ellen, discussed the number of 911 calls that happened during the Chamber fireworks display. Belcher discussed cleaning up discharged fireworks and pets during fireworks celebrations.

Ron Sanders, 976 Glen Oaks Dr., discussed the price of celebrating freedom during the 4th of July. Sanders suggested having fireworks shows on the 4th of July to cut down on residential fireworks.

Council held a further discussion and directed Nick Woodman, City Attorney, to create Amendment A to the council bill to allow for fireworks on Sunday, July 3rd, and Monday, July 4th, and Amendment B to the council bill to allow for fireworks on Saturday, July 2nd and Monday, July 4th. Council directed they would consider the original council bill and both amendments at a special council meeting on Wednesday, July 29th at 5:00 p.m.

Ordinances (Second Reading and Public Haring; Comments Limited to 5 Minutes; Council Vote Anticipated):

Council Bill #2022-061 Amending Several Sections of Chapter 22 of the Nixa City Code to Codify and Update the City's Water Rates and to Update Provisions Related to the City's Utility Billing Procedures. Evans stated the first (1st) reading of this council bill was at the June 13th meeting. Evans said this council bill allows for information for water rates and utility billing

procedures to be found in one (1) easy spot. Council asked about the council bill for the RDE and Tuscany Hills water rates. Doug Colvin, Assistant City Administrator and Public Works Director, stated that the council bill for that item was still being worked on. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the council bill. Graham made a motion to approve Council Bill #2022-061 with Giddens seconding and Giddens, Peterson, Graham, Hoogstraet, Lucas, and Orf voting aye on roll call vote.

Council Bill #2022-062 Accepting the Dedication of Certain Rights-of-Way of the Minor Subdivision Generally Located Along the 700 Block of East Crystal Avenue. Scott Godbey, City Planner, stated that the property is located at the East end of East Crystal Avenue. Godbey said the property is a part of the Tiffany Highlands 2nd Addition subdivisions. Godbey told Council that in 2003 stormwater improvements were made that turned crystal avenue into a cul-de-sac. Godbey said the Planning and Zoning Commission unanimously approved the dedication of rights-of-way, and staff is also recommending approval. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the council bill. Peterson made a motion to approve Council Bill #2022-062 with Orf seconding and Peterson, Graham, Hoogstraet, Lucas, Orf, and Giddens voting aye on roll call vote.

Council Bill #2022-063 Rezoning the Real Property Generally Located Along the 700 Block of East Crystal Avenue from the R-3 Multi-Family Residential District to the R1 Single-Family Residential District. Godbey stated that this ordinance is for rezoning the property previously discussed in Council Bill #2022-062. Godbey said the property is vacant, and the land uses around the property include R-4 multi-family to the north and east, R-1 single-family to the south, and general commercial to the west. Godbey said that the property has immediate access to City utilities. Godbey stated that the Planning and Zoning Commission voted unanimously to approve the rezoning, and staff is recommending approval. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the council bill. Hoogstraet made a motion to approve Council Bill #2022-063 with Giddens seconding and Graham, Hoogstraet, Lucas, Orf, Giddens, and Peterson voting aye on roll call vote.

Council Bill #2022-064 Amending the 2022 Annual Budget to Appropriate Funds for the Purchase of Audio/Visual Equipment and Videoconferencing Equipment. Cindy Robbins, Assistant City Administrator, said this budget amendment is for \$35,500 and would include the purchase and installation of 12 wireless microphones and 4 (four) chargers and replacement batteries. Robbins also stated that the budget amendment would include videoconferencing equipment for the chamber conference room. Robbins said staff is recommending approval. Mayor Steele opened the public hearing for comments.

Ron Sanders, 976 Glen Oaks Dr., questioned why the amount was so high. Robbins provided a breakdown of the expense for the microphones, batteries, chargers, and labor/training for the project.

Council held a discussion and asked questions about the equipment being purchased. Liles stated that more microphones were being purchased due to other events besides Council meetings being held in the Chamber and that there were only a few microphones were still operational. Council held an additional discussion.

Jeff Belcher, 203 S Ellen, asked if the microphone upgrades will help with being able to hear when watching on YouTube. Douglas responded that the current microphones aren't very strong, and the new microphones will be more sensitive.

Council held an additional discussion. Mayor Steele called for a motion to approve the council bill. Lucas made a motion to approve Council Bill #2022-064 with Graham seconding and Hoogstraet, Lucas, Orf, Giddens, Peterson, and Graham voting aye on roll call vote.

Resolutions (Public Hearing; Comments Limited to 5 Minutes; and Council Vote Anticipated):

Resolution #2022-066 Authorizing the City Administrator to Execute a Contract with Hogan's Inc. for the Washing and Painting of Water Tower #4. Travis Cossey, Assistant Public Works Director, stated that Tower #4 was identified as a tower that needed washing and painting per the tower maintenance schedule that was created. Cossey said Tower #4 is east of Highway 14, was constructed in 1999, and is wearing its original coat of paint. Cossey said the painting would be inside and outside of the tower. Cossey said there were five (5) bids with Hogan's Inc. being the lowest. Cossey stated that Hogan's is currently preforming work on Tower #1 and staff is recommending approval. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the resolution. Giddens made a motion to approve Resolution #2022-066, with Peterson seconding and all Council Members voting aye.

Returned Resolution (Public Hearing; Comments Limited to 5 Minutes; and Council Vote Anticipated):

Resolution #2022-061 Retiring the Current City Seal and Adopting in Lieu Thereof a New City Seal. Douglas said the design consultant had provided coasters and a keychain that shows an example of what the seal and logo would look like if adopted. Douglas also provided Council with a draft copy of the branding standards booklet with 90 different design pieces. Douglas said a flag being designed by the community would be a manageable process; however, a seal is a more complex design and doesn't recommend asking the community to design a seal. Douglas said the new website is being developed based on the branding standards. Douglas stated that staff recommends adopting the seal, but if the seal isn't adopted, Douglas said he would recommend hiring another consulting firm to design the seal. Council asked questions about the branding standards, with Douglas responding. Mayor Steele opened the public hearing for comments.

Ron Sanders, 976 Glen Oaks Dr., felt that at the last Council meeting, the Council was disinterested in the seal adoption process. Sanders said he felt the seal was generic. Sanders said the City deserves a good idea and that the current seal is good.

Jeff Belcher, 203 S Ellen, stated that a seal and flag wouldn't entice people to come to the city; people moving to a city will look at things like tax rates. Belcher said he doesn't understand the branding update and that locals should design the brand.

Council held a discussion on who designed the current City seal and branding cohesiveness. Mayor Steele provided information behind his decision to veto the original resolution. Mayor Steele called for a motion to approve the returned resolution. Hoogstraet made a motion to approve returned Resolution #2022-061 with Orf seconding and Lucas, Orf, Giddens, Peterson, and Hoogstraet voting aye and Graham voting nay.

Unfinished Business – Jerico Street Speed Limit Study:

Colvin stated there was a request from a citizen to look at the speed on Jerico. Colvin said staff immediately went to work on collecting updating traffic data once the request came from the citizen. Colvin stated that both the City's traffic engineering consultants provided a review. Colvin discussed the results from each consultant's studies stating that both recommended a 25mph speed limit. Colvin said that staff is recommending the 25mph speed limit. Council held a discussion and asked questions about increasing the speed limit, with Colvin responding.

Mayor and Council Member Reports:

Colvin stated that the proposed RDE public hearing is July 26th, and the proposed Tuscany Hills public hearing is July 28th. Colvin said the dates aren't set in stone.

Lucas asked if the noise complaint in Forrest Heights was fixed. Robbins stated that the code enforcement officer spoke with the contractor and that the subcontractors were causing the noise. Robbins said the contractor asked what equipment was and wasn't allowed and would speak with their subcontractors.

Adjournment:

Mayor Steele called for a motion to adjourn.	Giddens made a motion to adjourn at 9:25 p.m.
with Orf seconding and all Council Member	s voting aye.

Mayor	City Clerk	

SPECIAL MEETING OF THE COUNCIL MEMBERS OF THE CITY OF NIXA, MISSOURI

NIXA CITY HALL

June 29th, 2022 5:00 P.M.

The special meeting of the Nixa City Council was called to order by Mayor Brian Steele. Attending were Council Members Shawn Lucas, Justin Orf, Aron Peterson, Darlene Graham, and Amy Hoogstraet. Jarad Giddens was absent.

The Pledge of Allegiance was given.

Ordinances (Second Reading and Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):

Council Bill #2022-065 Amending Section 16-200 of the Nixa City Code to Authorize the Discharge of Fireworks Within the City Limits for July 2nd and 3rd, 2022. Jimmy Liles, City Administrator, explained the options presented to Council to allow for the discharge of fireworks during the 2022 4th of July weekend. Mayor Steele opened the public hearing for comments, with no comments made the public hearing was closed. Council discussed the options that were presented. Amendment number one (1) was discussed in depth and decided upon and recommended as the best option. Mayor Steele called for a motion to amend the council bill. Lucas made a motion to adopt the council bill with amendment number one (1) with Hoogstraet seconding and all Council Members voting aye. Mayor Steele called for a motion to approve the council bill as amended. Giddens made a motion to approve Council Bill #2022-065 as amended with Peterson seconding and Orf, Giddens, Peterson, Graham, Hoogstraet, and Lucas voting aye on roll call vote.

Adjournment:

Mayor Steele called for a motion to adjourn. Graham made a motion to adjourn at 5:05 p.m. with Hoogstraet seconding and all Council Members voting aye.

Mayor	City Clerk



Budget Report

Account Summary

For Fiscal: 2022 Period Ending: 06/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 01 - ELECTRIC							
Revenue							
Department: 700 - ELECTRIC							
01-700-40004	INCOME - ELECTRIC SALES	16,750,000.00	16,750,000.00	1,751,615.90	8,636,544.07	-8,113,455.93	48.44 %
01-700-40030	INCOME - FUEL COST ADJUSTMENT	0.00	0.00	-25.61	-377,115.39	-377,115.39	0.00 %
01-700-40050	INCOME - ELECTRIC PENALTIES	120,000.00	120,000.00	10,039.70	65,368.41	-54,631.59	45.53 %
01-700-40100	INCOME - ELECTRIC METER FEE	30,000.00	30,000.00	8,710.00	20,935.00	-9,065.00	30.22 %
01-700-40145	INCOME - ELECTRIC NET METERING	35,000.00	35,000.00	4,031.11	21,066.20	-13,933.80	39.81 %
01-700-40200	INCOME - INTEREST	58,000.00	58,000.00	10,690.90	32,973.88	-25,026.12	43.15 %
01-700-40400	INCOME - RECONNECT FEES	13,000.00	13,000.00	250.00	3,725.00	-9,275.00	71.35 %
01-700-40405	INCOME - REMOTE APP FEE	1,200.00	1,200.00	0.00	0.00	-1,200.00	100.00 %
01-700-40420	INCOME - RETURN CHECK FEES	4,000.00	4,000.00	250.00	1,275.00	-2,725.00	68.13 %
01-700-40450	INCOME - STREET LIGHTS	35,000.00	35,000.00	0.00	76,850.00	41,850.00	219.57 %
01-700-40470	INCOME - UNDERGROUND ELECTRIC	175,000.00	175,000.00	0.00	168,753.08	-6,246.92	3.57 %
01-700-43500	Miscellaneous Income	17,000.00	17,000.00	1,258.65	18,372.67	1,372.67	108.07 %
01-700-45100	INCOME - SURPLUS SALES	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
	Department: 700 - ELECTRIC Total:	17,253,200.00	17,253,200.00	1,786,820.65	8,668,747.92	-8,584,452.08	49.76 %
	Revenue Total:	17,253,200.00	17,253,200.00	1,786,820.65	8,668,747.92	-8,584,452.08	49.76 %
_	Revenue rotal.	17,233,200.00	17,233,200.00	1,700,020.03	0,000,747.52	-0,504,452.00	45.70 /0
Expense							
Department: 700 - ELECTRIC		0.50 5.40 00					=====
01-700-5100100	ADMINISTRATION FEES	363,613.00	363,613.00	30,301.08	181,806.48	181,806.52	50.00 %
01-700-5102550	AUDIT EXPENSE	4,000.00	4,000.00	0.00	2,700.00	1,300.00	32.50 %
01-700-5105000	BUILDING MAINTENANCE - SUPPLIES	5,000.00	5,000.00	46.01	165.22	4,834.78	96.70 %
01-700-5105500	BUILDING MAINTENANCE SERVICES	10,000.00	10,000.00	251.49	1,319.57	8,680.43	86.80 %
<u>01-700-5106000</u>	BUILDING REPAIRS	13,000.00	13,000.00	0.00	1,412.42	11,587.58	89.14 %
<u>01-700-5108000</u>	COLLECTION FEE	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>01-700-5110000</u>	COMPUTER SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>01-700-5110102</u>	COMPUTER SERVICES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>01-700-5110503</u>	COMPUTER SERVICES	37,550.00	37,550.00	1,344.85	15,869.48	21,680.52	57.74 %
<u>01-700-5111000</u>	COMPUTER EQUIPMENT	6,750.00	6,750.00	0.00	3,882.12	2,867.88	42.49 %
<u>01-700-5112500</u> 01-700-5117500	CONTRACT LABOR	80,000.00	80,000.00	0.00 0.00	43,066.54	36,933.46	46.17 % 15.50 %
01-700-5117500	DUES, LICENSES & MEMBERSHIPS ECONOMIC DEVELOPMENT	25,000.00 98,250.00	25,000.00 98,250.00	2,750.00	21,125.65 8,250.00	3,874.35 90,000.00	91.60 %
01-700-5118500	EMERGENCY MANAGEMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
01-700-5120000	EMPLOYMENT COSTS	500.00	500.00	0.00	239.48	260.52	52.10 %
01-700-5122500	EQUIPMENT MAINTENANCE	3,000.00	3,000.00	0.00	63.05	2,936.95	97.90 %
01-700-5123000	EQUIPMENT REPAIRS	10,000.00	10,000.00	2,688.75	2,688.75	7,311.25	73.11 %
01-700-5123500	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	315.90	684.10	68.41 %
01-700-5124500	FACILITIES SUPPLIES	1,500.00	1,500.00	85.18	413.80	1,086.20	72.41 %
01-700-5125000	FEE-IN-LIEU-OF-TAXES	837,500.00	837,500.00	61,546.97	390,805.80	446,694.20	53.34 %
01-700-5127500	FIRST AID CLAIMS	600.00	600.00	0.00	358.00	242.00	40.33 %
01-700-5130000	GASOLINE & DIESEL	30,000.00	30,000.00	4,541.38	17,537.21	12,462.79	41.54 %
01-700-5131000	GROUNDS MAINTENANCE	5,000.00	5,000.00	0.00	166.98	4,833.02	96.66 %
01-700-5132500	INSURANCE AND BONDS	40,000.00	61,000.00	0.00	60,137.44	862.56	1.41 %
01-700-5132555	INSURANCE BROKER FEE	2,700.00	2,700.00	0.00	2,647.00	53.00	1.96 %
01-700-5132560	JANITORIAL SUPPLIES	500.00	500.00	75.72	494.98	5.02	1.00 %
01-700-5135500	MAINTENANCE/SERVICE CONTRACTS	11,000.00	11,000.00	101.66	2,200.67	8,799.33	79.99 %
01-700-5137500	MEETINGS AND TRAINING	33,650.00	33,650.00	2,379.42	29,459.53	4,190.47	12.45 %
01-700-5138500	METERS	60,000.00	60,000.00	600.00	37,401.70	22,598.30	37.66 %
01-700-5142000	MILEAGE	500.00	500.00	0.00	2.96	497.04	99.41 %
01-700-5142500	MISCELLANEOUS	1,200.00	1,200.00	41.50	614.83	585.17	48.76 %
01-700-5145000	NATURAL GAS	5,000.00	5,000.00	44.56	3,632.35	1,367.65	27.35 %

7/20/2022 2:11:22 PM Page 1 of 22

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	
01-700-5147500	NEWSPAPER PUBLICATIONS	200.00	200.00	0.00	172.20	27.80	13.90 %
01-700-5149900	OFFICE FORMS & PRINTING	500.00	500.00	0.00	13.10	486.90	97.38 %
01-700-5150000	OFFICE SUPPLIES	3,000.00	3,000.00	70.00	851.76	2,148.24	71.61 %
01-700-5152000	ONE CALL MEMBERSHIP	2,500.00	2,500.00	280.47	1,484.59	1,015.41	40.62 %
01-700-5152500	POLES	25,000.00	25,000.00	0.00	13,439.00	11,561.00	46.24 %
01-700-5157500	POSTAGE AND FREIGHT	1,500.00	1,500.00	14.41	184.65	1,315.35	87.69 %
01-700-5157503	POWER PURCHASES	11,000,000.00	11,000,000.00	707,164.89	4,158,106.52	6,841,893.48	62.20 %
01-700-5160000	PROFESSIONAL FEES	133,462.00	133,462.00	226.57	47,351.32	86,110.68	64.52 %
01-700-5160150	PROMOTIONAL ITEMS	1,500.00	1,500.00	0.00	334.77	1,165.23	77.68 %
01-700-5162500	RADIO REPAIRS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
01-700-5165000	RANDOM TESTING	800.00	800.00	0.00	67.00	733.00	91.63 %
<u>01-700-5167000</u>	SAFETY PROGRAM	25,000.00	25,000.00	0.00	5,914.96	19,085.04	76.34 %
01-700-5172500	SHOP SUPPLIES	8,000.00	8,000.00	871.50	5,777.00	2,223.00	27.79 %
01-700-5174000	STREET LIGHTS	400,000.00	500,000.00	0.00	242,594.15	257,405.85	51.48 %
01-700-5174505	SUBSTATION MAINTENANCE	64,000.00	64,000.00	6,132.75	8,691.70	55,308.30	86.42 %
01-700-5175000	SUPPLIES	100,000.00	100,000.00	4,770.52	42,630.80	57,369.20	57.37 %
01-700-5177500	TELECOMMUNICATIONS	13,000.00	13,000.00	594.01	4,597.75	8,402.25	64.63 %
01-700-5180000	TESTS AND PERMITS	250.00	250.00	0.00	0.00	250.00	100.00 %
01-700-5181000	TRACKABLE ASSETS < \$5,000	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
01-700-5182500	TRANSFORMERS	550,000.00	694,700.00	0.00	325,869.03	368,830.97	53.09 %
01-700-5183500	TREE TRIMMING	350,000.00	350,000.00	42,906.89	141,525.78	208,474.22	59.56 %
01-700-5184000	UNDERGROUND ELECTRIC	150,000.00	170,000.00	28,326.99	92,055.43	77,944.57	45.85 %
01-700-5184900	VEHICLE LEASE	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
01-700-5185000	VEHICLE MAINTENANCE	8,000.00	8,000.00	712.82	1,735.70	6,264.30	78.30 %
01-700-5185500	VEHICLE REPAIRS	12,500.00	12,500.00	353.38	2,996.68	9,503.32	76.03 %
01-700-5188000	WIRE	175,000.00	175,000.00	1,284.38	209,819.33	-34,819.33	-19.90 %
01-700-5250000	SALARIES	1,220,265.00	1,220,265.00	90,773.49	540,168.46	680,096.54	55.73 %
01-700-5250500	PAYROLL TAXES	93,829.00	93,829.00	6,599.54	39,516.53	54,312.47	57.88 %
01-700-5251000	GROUP INSURANCE	174,785.00	174,785.00	13,769.04	79,221.43	95,563.57	54.67 %
01-700-5251500	LAGERS	185,480.00	185,480.00	13,706.38	80,520.69	104,959.31	56.59 %
01-700-5252500	EDUCATION	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
01-700-5253500	WELLNESS PROGRAM	250.00	250.00	0.00	0.00	250.00	100.00 %
01-700-5254000	UNIFORMS	20,000.00	20,000.00	640.08	9,078.25	10,921.75	54.61 %
01-700-5255000	WORK COMP PREMIUM	25,626.00	25,626.00	0.00	22,343.00	3,283.00	12.81 %
01-700-5450011	CAPITAL - INTANGIBLE ASSETS	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
01-700-5451004	CAPITAL-IMPROVEMENTS-BUILDING	12,500.00	12,500.00	0.00	1,101.86	11,398.14	91.19 %
01-700-5451500	CAPITAL-VEHICLES	215,000.00	215,000.00	0.00	0.00	215,000.00	100.00 %
01-700-5452000	CAPITAL-EQUIPMENT	234,750.00	234,750.00	-5,265.75	69,882.61	164,867.39	70.23 %
01-700-5452500	CAPITAL-INFRASTRUCTURE	5,130,619.00	5,130,619.00	1,040.51	540,852.28	4,589,766.72	89.46 %
01-700-5490001	TRANSFERS OUT-CENTRAL GARAGE	10,136.00	10,136.00	0.00	0.00	10,136.00	100.00 %
01-700-5490002	TRANSFERS OUT-UTILITY BILLING	393,071.00	393,071.00	0.00	0.00	393,071.00	100.00 %
	Department: 700 - ELECTRIC Total:	22,574,836.00	22,860,536.00	1,021,771.44	7,517,676.24	15,342,859.76	67.12 %
	Expense Total:	22,574,836.00	22,860,536.00	1,021,771.44	7,517,676.24	15,342,859.76	67.12 %
	Fund: 01 - ELECTRIC Surplus (Deficit):	-5,321,636.00	-5,607,336.00	765,049.21	1,151,071.68	6,758,407.68	120.53 %

7/20/2022 2:11:22 PM Page 2 of 22

						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Remaining
Fund: 02 - WATER							
Revenue							
Department: 800 - WATER		. =					= 4 00 0/
<u>02-800-40006</u>	INCOME - WATER SALES	2,700,000.00	2,950,000.00	280,856.78	1,421,949.92	-1,528,050.08	51.80 %
02-800-40007	INCOME - BULK WATER	1,500.00	1,500.00	0.00	371.92	-1,128.08	75.21 %
02-800-40052	INCOME - WATER PENALTIES	15,000.00	15,000.00	1,683.01	9,314.97	-5,685.03	37.90 % 51.87 %
<u>02-800-40102</u>	INCOME - WATER METER FEE	45,000.00	45,000.00	4,210.00	21,660.00	-23,340.00	
02-800-40113	TRANSFERS IN - UTILITY BILLING INCOME - INTEREST	625,467.00	625,467.00	0.00	0.00 9,499.38	-625,467.00	100.00 %
<u>02-800-40200</u> <u>02-800-40270</u>	INCOME - RENT	22,000.00 142,000.00	22,000.00 142,000.00	3,022.21 2,466.63	73,995.94	-12,500.62 -68,004.06	56.82 % 47.89 %
02-800-40400	INCOME - RECONNECT FEES	13,000.00	13,000.00	175.00	4,375.00	-8,625.00	66.35 %
02-800-40500	INCOME - RECONNECT TEES INCOME - BOND PROCEEDS	0.00	3,000,000.00	0.00	0.00	-3,000,000.00	100.00 %
02-800-40600	INCOME - SCRAP METAL	0.00	0.00	0.00	275.10	275.10	0.00 %
02-800-41300	INCOME - PROJECT REIMBURSEMENT	0.00	0.00	0.00	28,935.00	28,935.00	0.00 %
02-800-42901	INCOME - GRANTS	37,500.00	37,500.00	0.00	0.00	-37,500.00	100.00 %
02-800-43500	Miscellaneous Income	1,000.00	1,000.00	89.74	622.70	-377.30	37.73 %
	Department: 800 - WATER Total:	3,602,467.00	6,852,467.00	292,503.37	1,570,999.93	-5,281,467.07	77.07 %
	Revenue Total:	3,602,467.00	6,852,467.00	292,503.37	1,570,999.93	-5,281,467.07	77.07 %
Expense							
Department: 800 - WATER							
<u>02-800-5100100</u>	ADMINISTRATION FEES	386,049.00	386,049.00	32,170.75	193,024.50	193,024.50	50.00 %
02-800-5102550	AUDIT EXPENSE	2,000.00	2,000.00	0.00	1,350.00	650.00	32.50 %
02-800-5103500	Cost of Issuance	0.00	67,000.00	0.00	0.00	67,000.00	100.00 %
02-800-5105000	BUILDING MAINTENANCE - SUPPLIES	1,750.00	2,250.00	145.80	172.96	2,077.04	92.31 %
02-800-5105500	BUILDING MAINTENANCE SERVICES	4,000.00	4,500.00	270.92	1,635.14	2,864.86	63.66 %
02-800-5106000	BUILDING REPAIRS	7,500.00	10,500.00	74.50	6,167.41	4,332.59	41.26 %
02-800-5107000	CHEMICALS	15,000.00	18,000.00	3,156.50	10,314.50	7,685.50	42.70 %
02-800-5108000	COLLECTION FEE	300.00	300.00	0.00	0.00	300.00	100.00 %
02-800-5110000	COMPUTER SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>02-800-5110102</u>	COMPUTER SOFTWARE	300.00	300.00	0.00	0.00	300.00	100.00 %
02-800-5110503	COMPUTER SERVICES	17,090.00	17,090.00	1,140.97	9,015.42	8,074.58	47.25 %
02-800-5111000	COMPUTER EQUIPMENT	1,500.00	1,500.00	0.00	1,515.80	-15.80	-1.05 %
<u>02-800-5112500</u>	CONTRACT LABOR	40,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
<u>02-800-5117500</u>	DUES, LICENSES & MEMBERSHIPS	20,000.00	27,000.00	60.00	21,117.65	5,882.35	21.79 %
<u>02-800-5118000</u> <u>02-800-5120000</u>	ECONOMIC DEVELOPMENT EMPLOYMENT COSTS	68,250.00 500.00	68,250.00 800.00	2,750.00 128.70	8,250.00 239.53	60,000.00 560.47	87.91 % 70.06 %
02-800-5122500	EQUIPMENT MAINTENANCE	3,500.00	4,000.00	0.00	163.52	3,836.48	95.91 %
02-800-5123000	EQUIPMENT REPAIRS	2,000.00	2,500.00	0.00	2,254.58	245.42	9.82 %
02-800-5123500	EQUIPMENT RENTAL	2,000.00	2,500.00	0.00	1,040.00	1,460.00	58.40 %
02-800-5124500	FACILITIES SUPPLIES	750.00	750.00	29.69	235.63	514.37	68.58 %
02-800-5125000	FEE-IN-LIEU-OF-TAXES	135,000.00	147,500.00	11,495.84	67,716.09	79,783.91	54.09 %
02-800-5127500	FIRST AID CLAIMS	200.00	300.00	0.00	0.00	300.00	100.00 %
02-800-5130000	GASOLINE & DIESEL	16,500.00	19,500.00	2,004.54	9,158.81	10,341.19	53.03 %
02-800-5131000	GROUNDS MAINTENANCE	2,500.00	2,500.00	0.00	3,676.39	-1,176.39	-47.06 %
02-800-5132500	INSURANCE AND BONDS	35,000.00	41,500.00	0.00	35,258.94	6,241.06	15.04 %
02-800-5132555	INSURANCE BROKER FEE	2,500.00	2,500.00	0.00	2,398.00	102.00	4.08 %
02-800-5132560	JANITORIAL SUPPLIES	200.00	400.00	19.07	338.54	61.46	15.37 %
02-800-5135500	MAINTENANCE/SERVICE CONTRACTS	4,400.00	4,650.00	38.97	1,116.95	3,533.05	75.98 %
02-800-5137500	MEETINGS AND TRAINING	9,500.00	11,000.00	44.30	2,285.32	8,714.68	79.22 %
02-800-5138500	METERS	175,000.00	625,000.00	497.44	34,568.29	590,431.71	94.47 %
02-800-5142000	MILEAGE	200.00	200.00	0.00	2.96	197.04	98.52 %
02-800-5142500	MISCELLANEOUS	2,500.00	5,000.00	0.00	673.73	4,326.27	86.53 %
02-800-5145000	NATURAL GAS	3,500.00	23,500.00	17.88	1,765.18	21,734.82	92.49 %
<u>02-800-5147500</u>	NEWSPAPER PUBLICATIONS	100.00	100.00	0.00	12.24	87.76	87.76 %
02-800-5149900	OFFICE FORMS & PRINTING	500.00	1,000.00	0.00	188.07	811.93	81.19 %
02-800-5150000	OFFICE SUPPLIES	1,500.00	1,650.00	20.70	503.29	1,146.71	69.50 %
<u>02-800-5152000</u> 02-800-5157500	ONE CALL MEMBERSHIP POSTAGE AND FREIGHT	2,500.00 3,000.00	3,000.00 5,000.00	280.39 17.82	1,484.48	1,515.52 3,439.94	50.52 % 68.80 %
02-000-313/30 <u>0</u>	LOSTAGE AND ENLIGHT	3,000.00	3,000.00	17.02	1,560.06	3,439.94	00.00 %

7/20/2022 2:11:22 PM Page 3 of 22

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>02-800-5157501</u>	PRIMACY FEE	24,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
02-800-5160000	PROFESSIONAL FEES	253,774.00	253,774.00	9,185.84	61,342.33	192,431.67	75.83 %
02-800-5160150	PROMOTIONAL ITEMS	1,500.00	1,500.00	0.00	334.77	1,165.23	77.68 %
<u>02-800-5165000</u>	RANDOM TESTING	300.00	400.00	0.00	0.00	400.00	100.00 %
<u>02-800-5167000</u>	SAFETY PROGRAM	2,500.00	2,750.00	21.18	963.31	1,786.69	64.97 %
<u>02-800-5172500</u>	SHOP SUPPLIES	4,000.00	4,500.00	684.62	1,559.78	2,940.22	65.34 %
<u>02-800-5175000</u>	SUPPLIES	60,000.00	65,000.00	1,502.69	39,271.33	25,728.67	39.58 %
02-800-5176002	SYSTEM REPAIRS	115,000.00	150,000.00	4,192.88	18,159.07	131,840.93	87.89 %
02-800-5177500	TELECOMMUNICATIONS	9,000.00	9,500.00	263.84	2,362.33	7,137.67	75.13 %
<u>02-800-5180000</u>	TESTS AND PERMITS	6,700.00	7,450.00	633.00	3,560.00	3,890.00	52.21 %
<u>02-800-5181000</u>	TRACKABLE ASSETS < \$5,000	5,000.00	6,500.00	0.00	2,504.57	3,995.43	61.47 %
02-800-5184900	VEHICLE LEASE	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<u>02-800-5185000</u>	VEHICLE MAINTENANCE	4,000.00	4,100.00	647.58	1,215.05	2,884.95	70.36 %
<u>02-800-5185500</u>	VEHICLE REPAIRS	2,000.00	3,000.00	301.39	1,644.65	1,355.35	45.18 %
02-800-5250000	SALARIES	295,793.00	346,486.00	26,539.58	142,248.01	204,237.99	58.95 %
02-800-5250500	PAYROLL TAXES	22,808.00	26,775.00	1,898.98	10,185.68	16,589.32	61.96 %
02-800-5251000	GROUP INSURANCE	66,141.00	89,507.00	5,693.09	30,371.26	59,135.74	66.07 %
<u>02-800-5251500</u>	LAGERS	44,961.00	52,666.00	3,989.56	21,577.28	31,088.72	59.03 %
02-800-5252500	EDUCATION	1,750.00	1,750.00	0.00	0.00	1,750.00	100.00 %
02-800-5253500	WELLNESS PROGRAM	250.00	250.00	0.00	0.00	250.00	100.00 %
02-800-5253800	WELLS & TOWERS	300,000.00	350,000.00	40,217.75	60,590.91	289,409.09	82.69 %
02-800-5254000	UNIFORMS	4,000.00	6,000.00	295.80	1,261.03	4,738.97	78.98 %
02-800-5255000	WORK COMP PREMIUM	9,359.00	10,963.00	0.00	8,661.54	2,301.46	20.99 %
02-800-5280000	EQUIPMENT PROGRAM	20,000.00	20,000.00	0.00	19,000.00	1,000.00	5.00 %
02-800-5350000	BOND PRINCIPAL	380,000.00	659,700.00	0.00	130,000.00	529,700.00	80.29 %
02-800-5350500	BOND INTEREST	51,863.00	101,363.00	0.00	1,912.50	99,450.50	98.11 %
02-800-5352000	AGENT FEES	500.00	1,500.00	0.00	500.00	1,000.00	66.67 %
<u>02-800-5450500</u>	CAPITAL MARROYEMENTS BUILDING	287,767.00	287,767.00	380.00	108,247.34	179,519.66	62.38 %
<u>02-800-5451004</u> <u>02-800-5451500</u>	CAPITAL-IMPROVEMENTS-BUILDING CAPITAL-VEHICLES	75,000.00 120,000.00	75,000.00 240,000.00	0.00	0.00	75,000.00 240,000.00	100.00 % 100.00 %
02-800-5452000	CAPITAL-VERICLES CAPITAL-EQUIPMENT	2,500.00	110,500.00	0.00	0.00	110,500.00	100.00 %
02-800-5452500	CAPITAL-LQUIPMENT CAPITAL-INFRASTRUCTURE	1,106,969.00	3,856,969.00	159.00	200,722.15	3,656,246.85	94.80 %
02-800-5490001	TRANSFERS OUT-CENTRAL GARAGE	12,110.00	12,110.00	0.00	0.00	12,110.00	100.00 %
02 000 5150001	Department: 800 - WATER Total:	4,264,134.00	8,369,869.00	150,971.56	1,287,398.87	7,082,470.13	84.62 %
Department: 850 - UTILITY E	•	.,_0 .,_000	0,000,000.00	200,072.00	_,,,,	7,002,170120	0.1.02 //
02-850-5105000	BUILDING MAINTENANCE - SUPPLIES	2,000.00	2,000.00	30.28	231.41	1,768.59	88.43 %
02-850-5105500	BUILDING MAINTENANCE SERVICES	2,500.00	2,500.00	196.48	1,541.91	958.09	38.32 %
<u>02-850-5106000</u>	BUILDING REPAIRS	2,500.00	2,500.00	0.00	3,300.34	-800.34	-32.01 %
<u>02-850-5108000</u>	COLLECTION FEE	500.00	500.00	0.00	190.01	309.99	62.00 %
<u>02-850-5110000</u>	COMPUTER SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>02-850-5110102</u>	COMPUTER SOFTWARE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
02-850-5110503	COMPUTER SERVICES	31,310.00	31,310.00	1,417.91	16,802.69	14,507.31	46.33 %
<u>02-850-5111000</u>	COMPUTER EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>02-850-5117500</u>	DUES, LICENSES & MEMBERSHIPS	0.00	0.00	0.00	5.00	-5.00	0.00 %
02-850-5120000	EMPLOYMENT COSTS	0.00	0.00	587.10	627.24	-627.24	0.00 %
02-850-5122500	EQUIPMENT MAINTENANCE	500.00	500.00	0.00	0.00	500.00	100.00 %
02-850-5123000	EQUIPMENT REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
02-850-5123500	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
02-850-5124500	FACILITIES SUPPLIES	2,500.00	2,500.00	69.41	774.66	1,725.34	69.01 %
<u>02-850-5130000</u>	GASOLINE & DIESEL	15,000.00	15,000.00	1,115.62	6,156.73	8,843.27	58.96 %
02-850-5131000	Grounds Maintenance	0.00	0.00	0.00	21.65	-21.65	0.00 %
02-850-5132500	Insurance and Bonds	0.00	0.00	0.00	268.86 95.72	-268.86	0.00 %
02-850-5132560 02-850-5134500	JANITORIAL SUPPLIES MAILING SERVICES	750.00 85.000.00	750.00 85.000.00	26.10 5 911 <i>4</i> 1		654.28	87.24 % 58.96 %
<u>02-850-5134500</u> <u>02-850-5135500</u>	MAINTENANCE/SERVICE CONTRACTS	85,000.00 17,075.00	85,000.00 17,075.00	5,911.41 804.86	34,880.97 2,721.04	50,119.03 14,353.96	84.06 %
02-850-5137500	MEETINGS AND TRAINING	0.00	0.00	0.00	127.09	-127.09	0.00 %
02-850-5138000	MERCHANT CARD FEES	200,000.00	200,000.00	11,515.41	71,248.44	-127.09 128,751.56	64.38 %
02-850-5140000	METER READING SUPPLIES	3,000.00	3,000.00	0.00	296.81	2,703.19	90.11 %
<u>02 030 3140000</u>	METER READING SOFF EIES	3,000.00	3,000.00	0.00	250.61	2,703.19	JU.11 /0

7/20/2022 2:11:22 PM Page 4 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-850-5142500	MISCELLANEOUS	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
02-850-5145000	NATURAL GAS	750.00	750.00	47.32	280.06	469.94	62.66 %
02-850-5147500	NEWSPAPER PUBLICATIONS	100.00	100.00	0.00	0.00	100.00	100.00 %
02-850-5149900	OFFICE FORMS & PRINTING	750.00	750.00	0.00	0.00	750.00	100.00 %
02-850-5150000	OFFICE SUPPLIES	2,000.00	2,000.00	115.17	468.68	1,531.32	76.57 %
02-850-5157500	POSTAGE AND FREIGHT	250.00	250.00	190.25	788.38	-538.38	-215.35 %
02-850-5160000	PROFESSIONAL FEES	7,500.00	32,100.00	111.63	111.63	31,988.37	99.65 %
02-850-5167000	SAFETY PROGRAM	0.00	0.00	0.00	37.89	-37.89	0.00 %
02-850-5177500	TELECOMMUNICATIONS	7,500.00	7,500.00	359.59	2,466.25	5,033.75	67.12 %
02-850-5185000	VEHICLE MAINTENANCE	2,500.00	2,500.00	147.31	600.26	1,899.74	75.99 %
02-850-5185500	VEHICLE REPAIRS	2,500.00	2,500.00	0.00	219.35	2,280.65	91.23 %
02-850-5250000	SALARIES	377,632.00	392,728.00	25,015.62	163,720.57	229,007.43	58.31 %
02-850-5250500	PAYROLL TAXES	29,251.00	30,446.00	1,809.30	12,053.56	18,392.44	60.41 %
02-850-5251000	GROUP INSURANCE	81,958.00	89,737.00	6,030.76	40,268.54	49,468.46	55.13 %
02-850-5251500	LAGERS	57,400.00	59,695.00	3,802.37	22,204.92	37,490.08	62.80 %
02-850-5254000	UNIFORMS	3,000.00	3,000.00	0.00	614.42	2,385.58	79.52 %
02-850-5255000	WORK COMP PREMIUM	4,811.00	5,288.00	0.00	0.00	5,288.00	100.00 %
02-850-5452000	CAPITAL-EQUIPMENT	65,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
	Department: 850 - UTILITY BILLING Total:	1,018,537.00	1,094,979.00	59,303.90	383,125.08	711,853.92	65.01 %
	Expense Total:	5,282,671.00	9,464,848.00	210,275.46	1,670,523.95	7,794,324.05	82.35 %
	Fund: 02 - WATER Surplus (Deficit):	-1,680,204.00	-2,612,381.00	82,227.91	-99,524.02	2,512,856.98	96.19 %

7/20/2022 2:11:22 PM Page 5 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 03 - WASTE WATER							
Revenue							
Department: 900 - WAS	TE WATER						
03-900-40005	INCOME - SEWER SERVICE	3,200,000.00	3,200,000.00	294,416.06	1,694,921.52	-1,505,078.48	47.03 %
03-900-40050	INCOME - SEWER PENALTIES	20,000.00	20,000.00	2,153.95	12,222.14	-7,777.86	38.89 %
03-900-40101	INCOME - PERMITS	3,500.00	3,500.00	210.00	1,750.00	-1,750.00	50.00 %
03-900-40111	TRANSFERS IN - ARPA FUNDS	2,342,767.00	2,342,767.00	0.00	0.00	-2,342,767.00	100.00 %
03-900-40200	INCOME - INTEREST	27,500.00	27,500.00	4,348.71	13,222.48	-14,277.52	51.92 %
03-900-40404	INCOME - NE LIFT REIMBURSEMENT	0.00	0.00	0.00	12,122.39	12,122.39	0.00 %
03-900-40410	INCOME - NW LIFT REIMBURSEMENT	0.00	0.00	0.00	55,263.18	55,263.18	0.00 %
03-900-40520	INCOME - SEWER IMPACT FEES	210,000.00	210,000.00	58,337.00	160,083.00	-49,917.00	23.77 %
03-900-43500	Miscellaneous Income	500.00	500.00	9.46	583.27	83.27	116.65 %
03-900-45100	INCOME - SURPLUS SALES	74,000.00	74,000.00	0.00	0.00	-74,000.00	100.00 %
	Department: 900 - WASTE WATER Total:	5,878,267.00	5,878,267.00	359,475.18	1,950,167.98	-3,928,099.02	66.82 %
Department: 950 - RECY	CLING						
03-950-40051	INCOME - RECYCLE PENALTIES	750.00	750.00	110.29	603.64	-146.36	19.51 %
<u>03-950-40601</u>	INCOME - OUTSIDE PERMITS	2,500.00	2,500.00	360.00	1,116.00	-1,384.00	55.36 %
03-950-40602	INCOME - CAN SALES	1,000.00	1,000.00	122.40	1,047.50	47.50	104.75 %
03-950-40605	INCOME - RECYCLING SALES	155,000.00	155,000.00	14,155.64	84,011.34	-70,988.66	45.80 %
03-950-43500	Miscellaneous Income	0.00	0.00	277.20	5,194.93	5,194.93	0.00 %
	Department: 950 - RECYCLING Total:	159,250.00	159,250.00	15,025.53	91,973.41	-67,276.59	42.25 %
	Revenue Total:	6,037,517.00	6,037,517.00	374,500.71	2,042,141.39	-3,995,375.61	66.18 %
Expense							
Department: 900 - WAS	TE WATER						
03-900-5100100	ADMINISTRATION FEES	316,590.00	316,590.00	26,382.50	158,295.00	158,295.00	50.00 %
03-900-5102550	AUDIT EXPENSE	3,000.00	3,000.00	0.00	2,025.00	975.00	32.50 %
<u>03-900-5105000</u>	BUILDING MAINTENANCE - SUPPLIES	3,000.00	3,300.00	168.95	2,791.94	508.06	15.40 %
03-900-5105500	BUILDING MAINTENANCE SERVICES	4,000.00	4,500.00	460.83	3,476.46	1,023.54	22.75 %
03-900-5106000	BUILDING REPAIRS	11,000.00	12,000.00	74.50	7,875.56	4,124.44	34.37 %
03-900-5107000	CHEMICALS	45,000.00	48,000.00	9,691.11	18,343.32	29,656.68	61.78 %
03-900-5108000	COLLECTION FEE	250.00	250.00	0.00	0.00	250.00	100.00 %
03-900-5110000	COMPUTER SUPPLIES	250.00	250.00	0.00	0.00	250.00	100.00 %
<u>03-900-5110102</u>	COMPUTER SOFTWARE	250.00	250.00	0.00	0.00	250.00	100.00 %
<u>03-900-5110503</u>	COMPUTER SERVICES	21,740.00	21,740.00	3,126.85	12,639.31	9,100.69	41.86 %
03-900-5111000	COMPUTER EQUIPMENT	7,000.00	7,000.00	0.00	1,515.80	5,484.20	78.35 %
03-900-5112500	CONTRACT LABOR	16,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
03-900-5117500	DUES, LICENSES & MEMBERSHIPS	6,500.00	6,500.00	0.00	5,042.15	1,457.85	22.43 %
03-900-5118000	ECONOMIC DEVELOPMENT	68,250.00	68,250.00	2,750.00	8,250.00	60,000.00	87.91 %
03-900-5120000	EMPLOYMENT COSTS	700.00	700.00	0.00	72.14	627.86	89.69 %
03-900-5122500 03-900-5123000	EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS	4,000.00 10,000.00	4,500.00 10,500.00	0.00 0.00	46.97 2,254.58	4,453.03 8,245.42	98.96 % 78.53 %
03-900-5123500	EQUIPMENT RENTAL	1,000.00	1,000.00	165.00	165.00	835.00	83.50 %
03-900-5124500	FACILITIES SUPPLIES	1,300.00	1,300.00	28.94	640.38	659.62	50.74 %
03-900-5127500	FIRST AID CLAIMS	300.00	300.00	0.00	0.00	300.00	100.00 %
03-900-5130000	GASOLINE & DIESEL	25,000.00	28,000.00	4,519.82	16,901.44	11,098.56	39.64 %
03-900-5130500	I & I REDUCTION	300,000.00	300,000.00	47,900.00	47,900.00	252,100.00	84.03 %
03-900-5131000	GROUNDS MAINTENANCE	3,000.00	3,000.00	19.84	3,824.92	-824.92	-27.50 %
03-900-5132500	INSURANCE AND BONDS	62,000.00	65,722.00	0.00	62,221.93	3,500.07	5.33 %
03-900-5132555	INSURANCE BROKER FEE	4,300.00	4,300.00	0.00	4,220.00	80.00	1.86 %
03-900-5132560	JANITORIAL SUPPLIES	500.00	500.00	18.51	440.06	59.94	11.99 %
03-900-5135500	MAINTENANCE/SERVICE CONTRACTS	12,300.00	12,300.00	73.20	2,971.64	9,328.36	75.84 %
03-900-5137500	MEETINGS AND TRAINING	8,000.00	8,000.00	44.31	6,991.12	1,008.88	12.61 %
03-900-5142000	MILEAGE	350.00	350.00	0.00	147.26	202.74	57.93 %
03-900-5142500	MISCELLANEOUS	1,000.00	14,985.00	0.00	14,985.05	-0.05	0.00 %
03-900-5145000	NATURAL GAS	15,000.00	15,000.00	-4,304.41	1,998.10	13,001.90	86.68 %
03-900-5147000	NEWSLETTER	100.00	100.00	0.00	0.00	100.00	100.00 %
03-900-5147500	NEWSPAPER PUBLICATIONS	100.00	100.00	0.00	12.24	87.76	87.76 %

7/20/2022 2:11:22 PM Page 6 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
03-900-5149900	OFFICE FORMS & PRINTING	350.00	350.00	0.00	167.24	182.76	52.22 %
03-900-5150000	OFFICE SUPPLIES	1,500.00	1,500.00	71.66	668.24	831.76	55.45 %
03-900-5152000	ONE CALL MEMBERSHIP	2,500.00	3,000.00	280.39	1,493.43	1,506.57	50.22 %
03-900-5157500	POSTAGE AND FREIGHT	1,000.00	1,500.00	16.76	155.36	1,344.64	89.64 %
03-900-5160000	PROFESSIONAL FEES	16,902.00	16,902.00	189.07	16,491.31	410.69	2.43 %
03-900-5160150	PROMOTIONAL ITEMS	1,500.00	1,500.00	0.00	334.77	1,165.23	77.68 %
03-900-5165000	RANDOM TESTING	250.00	350.00	168.20	235.20	114.80	32.80 %
03-900-5167000	SAFETY PROGRAM	2,000.00	2,000.00	226.76	1,576.35	423.65	21.18 %
03-900-5172500	SHOP SUPPLIES	4,000.00	4,500.00	94.38	4,439.50	60.50	1.34 %
03-900-5175000	SUPPLIES	40,000.00	40,000.00	3,693.42	14,474.13	25,525.87	63.81 %
<u>03-900-5176000</u>	COLLECTION SYSTEM REPAIRS	100,000.00	101,500.00	397.72	14,768.68	86,731.32	85.45 %
<u>03-900-5177500</u> 03-900-5180000	TELECOMMUNICATIONS	11,000.00	11,000.00	-55.24	1,593.99	9,406.01	85.51 %
03-900-5181000	TESTS AND PERMITS TRACKABLE ASSETS < \$5,000	15,000.00 15,000.00	15,500.00 15,000.00	899.89 729.82	5,368.39 1,614.82	10,131.61 13,385.18	65.37 % 89.23 %
03-900-5184900	VEHICLE LEASE	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
03-900-5185000	VEHICLE MAINTENANCE	7,500.00	7,500.00	510.38	2,451.89	5,048.11	67.31 %
03-900-5185500	VEHICLE REPAIRS	10,000.00	10,000.00	0.00	3,324.47	6,675.53	66.76 %
03-900-5187500	WATER POLLUTION FEE	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
03-900-5188500	WWTP MAINTENANCE/REPAIRS	130,000.00	230,000.00	466.85	50,371.95	179,628.05	78.10 %
03-900-5250000	SALARIES	525,911.00	525,911.00	37,300.71	225,985.09	299,925.91	57.03 %
03-900-5250500	PAYROLL TAXES	40,570.00	40,570.00	2,672.44	16,327.98	24,242.02	59.75 %
03-900-5251000	GROUP INSURANCE	115,484.00	115,484.00	6,961.42	52,434.80	63,049.20	54.60 %
03-900-5251500	LAGERS	79,938.00	79,938.00	5,438.02	30,506.90	49,431.10	61.84 %
03-900-5252500	EDUCATION	1,750.00	1,750.00	1,542.00	3,084.00	-1,334.00	-76.23 %
03-900-5253500	WELLNESS PROGRAM	200.00	200.00	0.00	0.00	200.00	100.00 %
03-900-5254000	UNIFORMS	4,000.00	4,000.00	117.98	2,045.92	1,954.08	48.85 %
03-900-5255000	WORK COMP PREMIUM	16,344.00	16,344.00	0.00	11,779.46	4,564.54	27.93 %
03-900-5350000	BOND PRINCIPAL	606,500.00	606,500.00	37,916.67	342,500.02	263,999.98	43.53 %
03-900-5350500	BOND INTEREST	44,912.00	44,912.00	986.78	11,201.87	33,710.13	75.06 %
03-900-5352000	AGENT FEES	7,924.00	7,924.00	0.00	750.00	7,174.00	90.54 %
03-900-5451000	CAPITAL-IMPROVEMENTS	75,000.00	75,000.00	7,397.50	7,397.50	67,602.50	90.14 %
03-900-5451004	CAPITAL-IMPROVEMENTS-BUILDING	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
03-900-5451500	CAPITAL-VEHICLES	223,804.00	223,804.00	2,050.50	95,086.77	128,717.23	57.51 %
03-900-5452000	CAPITAL-EQUIPMENT	528,829.00	528,829.00	0.00	203,056.60	325,772.40	61.60 %
03-900-5452500	CAPITAL-INFRASTRUCTURE	3,046,643.00	3,296,643.00	2,786.00	185,717.00	3,110,926.00	94.37 %
03-900-5490001	TRANSFERS OUT - CENTRAL GARAGE	10,136.00	10,136.00	0.00	0.00	10,136.00	100.00 %
03-900-5490002	TRANSFERS OUT - UTILITY BILLING	199,153.00	199,153.00	0.00	0.00	199,153.00	100.00 %
03-900-5605600	ELECTRIC SERVICE - LIFT STATION	0.00	0.00	5,321.15	5,321.15	-5,321.15	0.00 %
	Department: 900 - WASTE WATER Total:	6,927,380.00	7,312,487.00	209,301.18	1,698,772.15	5,613,714.85	76.77 %
Department: 950 - RECYCLII							
03-950-5105000	BUILDING MAINTENANCE - SUPPLIES	750.00	750.00	0.00	58.74	691.26	92.17 %
03-950-5105500	BUILDING MAINTENANCE SERVICES	0.00	0.00	607.18	4,674.01	-4,674.01	0.00 %
03-950-5110503	Computer Services	0.00	0.00	1,039.03	5,981.84	-5,981.84	0.00 %
03-950-5112500	RECYCLE - CONTRACT LABOR	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
03-950-5120000	Employment Costs	0.00	0.00	0.00	40.12	-40.12	0.00 %
03-950-5122500	EQUIPMENT MAINTENANCE	0.00	0.00	-0.20	322.17	-322.17	0.00 %
03-950-5123000	EQUIPMENT REPAIRS	1,000.00	1,000.00	0.00	400.00	600.00	60.00 %
03-950-5124500 03-950-5127500	FACILITIES SUPPLIES FIRST AID CLAIMS	500.00 250.00	500.00 250.00	109.10 0.00	343.17 0.00	156.83 250.00	31.37 % 100.00 %
<u>03-950-5127500</u> <u>03-950-5130000</u>	Gasoline & Diesel	1,000.00	1,000.00	617.70	1,671.76	-671.76	-67.18 %
03-950-5131000	GROUNDS MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	-67.18 % 100.00 %
03-950-5132500	Insurance and Bonds	2,200.00	2,200.00	0.00	2,223.84	-23.84	-1.08 %
03-950-5132555	INSURANCE BROKER FEE	150.00	150.00	0.00	151.00	-1.00	-0.67 %
<u>03-950-5132560</u>	JANITORIAL SUPPLIES	100.00	100.00	0.00	0.00	100.00	100.00 %
03-950-5142400	MISCELLANEOUS SERVICES	500.00	500.00	0.00	0.00	500.00	100.00 %
03-950-5150000	OFFICE SUPPLIES	0.00	0.00	6.23	134.93	-134.93	0.00 %
03-950-5157500	Postage and Freight	0.00	0.00	7.34	85.30	-85.30	0.00 %
03-950-5165000	Random Testing	0.00	0.00	66.80	66.80	-66.80	0.00 %
	<u> </u>						

7/20/2022 2:11:22 PM Page 7 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
03-950-5167000	SAFETY PROGRAM	0.00	0.00	0.00	120.83	-120.83	0.00 %
03-950-5175000	SUPPLIES	2,500.00	2,500.00	0.00	7.04	2,492.96	99.72 %
03-950-5177500	TELECOMMUNICATIONS	100.00	100.00	30.00	914.29	-814.29	-814.29 %
03-950-5250000	SALARIES	74,922.00	74,922.00	5,497.93	33,802.88	41,119.12	54.88 %
03-950-5250500	PAYROLL TAXES	5,797.00	5,797.00	420.60	2,522.86	3,274.14	56.48 %
03-950-5251000	GROUP INSURANCE	21,402.00	21,402.00	1,444.43	9,343.15	12,058.85	56.34 %
03-950-5251500	LAGERS	11,388.00	11,388.00	835.69	5,138.07	6,249.93	54.88 %
03-950-5254000	UNIFORMS	500.00	500.00	0.00	301.15	198.85	39.77 %
03-950-5255000	WORK COMP PREMIUM	4,123.00	4,123.00	0.00	3,207.74	915.26	22.20 %
03-950-5280000	EQUIPMENT PROGRAM	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00 %
	Department: 950 - RECYCLING Total:	176,182.00	176,182.00	10,681.83	71,511.69	104,670.31	59.41 %
	Expense Total:	7,103,562.00	7,488,669.00	219,983.01	1,770,283.84	5,718,385.16	76.36 %
	Fund: 03 - WASTE WATER Surplus (Deficit):	-1,066,045.00	-1,451,152.00	154,517.70	271,857.55	1,723,009.55	118.73 %

7/20/2022 2:11:22 PM Page 8 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - ARPA							
Revenue							
Department: 111 - ARPA							
10-111-40200	INCOME - INTEREST	8,000.00	8,000.00	1,664.08	5,212.38	-2,787.62	34.85 %
<u>10-111-40360</u>	GRANTS	2,271,601.00	2,271,601.00	0.00	21,889.43	-2,249,711.57	99.04 %
	Department: 111 - ARPA Total:	2,279,601.00	2,279,601.00	1,664.08	27,101.81	-2,252,499.19	98.81 %
	Revenue Total:	2,279,601.00	2,279,601.00	1,664.08	27,101.81	-2,252,499.19	98.81 %
Expense							
Department: 111 - ARPA							
<u>10-111-5490000</u>	TRANSFERS OUT	3,922,767.00	3,962,767.00	0.00	40,000.00	3,922,767.00	98.99 %
	Department: 111 - ARPA Total:	3,922,767.00	3,962,767.00	0.00	40,000.00	3,922,767.00	98.99 %
	Expense Total:	3,922,767.00	3,962,767.00	0.00	40,000.00	3,922,767.00	98.99 %
	Fund: 10 - ARPA Surplus (Deficit):	-1,643,166.00	-1,683,166.00	1,664.08	-12,898.19	1,670,267.81	99.23 %

7/20/2022 2:11:22 PM Page 9 of 22

						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Remaining
Fund: 11 - GENER	AL						
Revenue							
•	: 100 - ADMINISTRATION						
11-100-40000	INCOME - ADMINISTRATIVE FEES	1,333,272.00	1,333,272.00	111,106.08	666,636.48	-666,635.52	50.00 %
11-100-40111	TRANSFERS IN - ARPA FUNDS	980,000.00	1,020,000.00	0.00	40,000.00	-980,000.00	96.08 %
<u>11-100-40200</u>	INCOME - INTEREST	44,000.00	44,000.00	7,184.08	22,735.51	-21,264.49	48.33 % 100.00 %
<u>11-100-40702</u> 11-100-41001	INCOME - MISC GRANT	2,000.00	2,000.00	0.00	0.00	-2,000.00	2.24 %
11-100-41001	INCOME - BUSINESS LICENSES INCOME - GOLF CART PERMITS	35,000.00 400.00	35,000.00 400.00	1,140.00 80.00	34,215.00 575.00	-785.00 175.00	2.24 % 143.75 %
11-100-41800	INCOME - FACILITY RENTAL	1,200.00	1,200.00	100.00	600.00	-600.00	50.00 %
11-100-41800	INCOME - CABLE TV FRANCHISE	143,000.00	143,000.00	0.00	61,909.43	-81,090.57	56.71 %
11-100-43003	INCOME - SANITATION SALES	1,340,000.00	1,340,000.00	118,995.92	709,924.29	-630,075.71	47.02 %
11-100-43100	INCOME - SANITATION PENALTIES	7,500.00	7,500.00	913.03	4,893.51	-2,606.49	34.75 %
11-100-43500	Miscellaneous Income	3,000.00	3,000.00	288.55	1,997.37	-1,002.63	33.42 %
11-100-44500	INCOME - IN LIEU OF TAXES	972,500.00	972,500.00	73,042.81	458,521.89	-513,978.11	52.85 %
11-100-44800	INCOME - PERMITS, SMALL CELL-ENC	7,500.00	7,500.00	800.00	3,100.00	-4,400.00	58.67 %
11-100-45100	INCOME - SURPLUS SALES	0.00	0.00	0.00	124.00	124.00	0.00 %
11-100-45503	INCOME - SALE CODE BOOKS & MAPS	100.00	100.00	0.00	20.00	-80.00	80.00 %
11-100-47000	INCOME - SURCHARGE TAX	36,000.00	36,000.00	0.00	37,799.58	1,799.58	105.00 %
11-100-47100	INCOME - TAXES - REAL ESTATE	937,788.00	937,788.00	2,947.00	826,423.27	-111,364.73	11.88 %
11-100-47200	INCOME - TAXES - INTEREST	5,400.00	5,400.00	358.92	2,242.39	-3,157.61	58.47 %
11-100-48000	INCOME - TAXES - 1-CENT SALES TAX	3,555,628.00	3,555,628.00	315,863.52	1,682,951.58	-1,872,676.42	52.67 %
11-100-48300	INCOME - USE TAX	655,044.00	655,044.00	68,255.02	409,611.09	-245,432.91	37.47 %
11-100-48800	INCOME - GAS FRANCHISE TAX	360,000.00	360,000.00	0.00	140,894.69	-219,105.31	60.86 %
11-100-49000	INCOME - FINANCIAL INST TAX	1,000.00	1,000.00	0.00	1,427.79	427.79	142.78 %
11-100-49200	INCOME - RAILROAD & UTIL TAX	8,175.00	8,175.00	0.00	8,620.20	445.20	105.45 %
	Department: 100 - ADMINISTRATION Total:	10,428,507.00	10,468,507.00	701,074.93	5,115,223.07	-5,353,283.93	51.14 %
Department	: 175 - ECONOMIC DEVELOPMENT						
11-175-45200	ECONOMIC DEVELOPMENT	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
	Department: 175 - ECONOMIC DEVELOPMENT Total:	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
Department:	: 200 - POLICE						
11-200-40003	INCOME - DOG IMPOUNDING	2,000.00	2,000.00	73.00	860.00	-1,140.00	57.00 %
11-200-40200	INCOME - INTEREST	1,800.00	1,800.00	1.02	3.15	-1,796.85	99.83 %
11-200-40504	INCOME - DARE	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
11-200-41801	INCOME - FINGERPRINTS	500.00	500.00	150.00	760.00	260.00	152.00 %
11-200-42501	POLICE IMPACT FEES	32,000.00	32,000.00	9,294.58	30,685.13	-1,314.87	4.11 %
11-200-42901	INCOME - GRANTS	13,000.00	13,000.00	0.00	8,169.49	-4,830.51	37.16 %
11-200-43500	Miscellaneous Income	0.00	0.00	412.30	3,282.06	3,282.06	0.00 %
11-200-44300	INCOME - RESTITUTION	0.00	0.00	736.65	2,076.33	2,076.33	0.00 %
11-200-44600	INCOME - INSURANCE CLAIMS	0.00	0.00	0.00	26,251.00	26,251.00	0.00 %
11-200-45008	INCOME - TRAINING FEES	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
<u>11-200-45100</u>	INCOME - SURPLUS SALES	500.00	500.00	0.00	227.00	-273.00	54.60 %
11-200-45200	INCOME - DONATIONS	0.00	0.00	0.00	100.00	100.00	0.00 %
11-200-48501	Fines - Traffic	50,000.00	50,000.00	532.50	5,733.50	-44,266.50	88.53 %
11-200-48502	Fines - Other	37,000.00	37,000.00	150.00	4,143.50	-32,856.50	88.80 %
11-200-48503	POST DISTRIBUTION	1,200.00	1,200.00	0.00	0.00	-1,200.00	100.00 %
11-200-48504	Law Enforcement Recoupment	0.00	0.00	120.00	918.00	918.00	0.00 %
11-200-48505	LET - County (Police Training)	2,000.00	2,000.00	60.00	446.00	-1,554.00	77.70 %
<u>11-200-48506</u>	Inmate Security Fund Department: 200 - POLICE Total:	0.00 143,500.00	0.00 143,500.00	60.00 11,590.05	440.00 84,095.16	- 59,404.84	0.00 % 41.40 %
_	·	143,300.00	143,300.00	11,390.03	0-,033.10	-33,404.04	71.70 /0
•	: 400 - PARK OPERATIONS	EC 222 25	F.C. 222. 25	24.000.00	24.000.05	24 224 ==	27 - 2 2 4
11-400-40002	INCOME - CONCESSION CTR	56,000.00	56,000.00	24,202.00	34,968.25	-21,031.75	37.56 %
<u>11-400-40012</u>	INCOME INTEREST	5,000.00	5,000.00	323.00	3,310.00	-1,690.00	33.80 %
<u>11-400-40200</u>	INCOME - INTEREST	3,000.00	3,000.00	418.67	1,288.41	-1,711.59	57.05 %
<u>11-400-40201</u>	INCOME - CLINIC VOLLEYBALL	3,000.00	3,000.00	35.00	35.00	-2,965.00	98.83 %
<u>11-400-40202</u> 11-400-40203	INCOME - CLINIC VOLLEYBALL INCOME - CLINIC SOCCER	1,000.00 1,000.00	1,000.00 1,000.00	0.00 0.00	1,310.00 0.00	310.00 -1,000.00	131.00 % 100.00 %
<u>11 700-40203</u>	INCOIVIL - CLINIC SOCCER	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %

7/20/2022 2:11:22 PM Page 10 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>11-400-40301</u>	INCOME - YOUTH BASEBALL-SOFTBALL	59,000.00	59,000.00	23,349.62	42,207.00	-16,793.00	28.46 %
11-400-40501	INCOME - YOUTH BASKETBALL	50,000.00	50,000.00	0.00	25,981.00	-24,019.00	48.04 %
<u>11-400-40505</u>	INCOME - DANCE CLASS	2,560.00	2,560.00	0.00	0.00	-2,560.00	100.00 %
<u>11-400-40509</u>	INCOME - YOUTH TENNIS	4,800.00	4,800.00	1,305.00	1,350.00	-3,450.00	71.88 %
11-400-40900	AQUATIC ADMISSION	130,000.00	130,000.00	65,301.30	88,218.14	-41,781.86	32.14 %
11-400-41000	AQUATIC RENTAL	11,000.00	11,000.00	1,069.40	2,862.50	-8,137.50	73.98 %
11-400-41101	JUNIOR LIFEGUARD	600.00	600.00	0.00	0.00	-600.00	100.00 %
11-400-41102	SWIM LESSONS	11,600.00	11,600.00	7,007.00	7,007.00	-4,593.00	39.59 %
11-400-41103	SWIM TEAM	3,300.00	3,300.00	2,293.44	2,410.91	-889.09	26.94 %
<u>11-400-41104</u>	AQUA EXERCISE	400.00	400.00	143.02	143.02	-256.98	64.25 %
<u>11-400-41301</u>	Income - Cancellation Fees FITNESS CLASSES	0.00	0.00	1,171.50	1,741.50	1,741.50	0.00 % 59.72 %
<u>11-400-41530</u> 11-400-41600	INCOME - ENRICHMENT CLASSES	13,500.00 1,200.00	13,500.00 1,200.00	1,185.00 0.00	5,437.54 1,146.00	-8,062.46 -54.00	4.50 %
11-400-41800	INCOME - FACILITY RENTAL	20,000.00	20,000.00	605.00	8,443.75	-11,556.25	4.30 % 57.78 %
11-400-41900	INCOME - MARTIAL ARTS	7,000.00	7,000.00	480.00	3,333.66	-3,666.34	52.38 %
11-400-42001	CENTER MEMBERSHIPS	400,000.00	400,000.00	35,393.44	209,165.04	-190,834.96	47.71 %
11-400-42502	PARK IMPACT FEES	96,000.00	96,000.00	25,635.00	76,196.00	-19,804.00	20.63 %
11-400-43001	INCOME - ADULT SPORT PROGRAMS	0.00	0.00	0.00	555.00	555.00	0.00 %
11-400-43200	INCOME - DAILY ADMISSIONS	35,000.00	35,000.00	2,860.00	19,105.00	-15,895.00	45.41 %
11-400-43300	INCOME - LOCKER RENTAL	300.00	300.00	0.00	30.00	-270.00	90.00 %
11-400-43500	Miscellaneous Income	0.00	0.00	0.33	275.70	275.70	0.00 %
11-400-43501	INCOME - ADJUSTMENTS	0.00	0.00	0.09	0.09	0.09	0.00 %
11-400-43600	INCOME - MERCHANDISE SALES	300.00	300.00	160.00	416.75	116.75	138.92 %
11-400-43700	INCOME - RETURNED PAYMENT FEES	3,000.00	3,000.00	350.00	1,525.00	-1,475.00	49.17 %
11-400-43800	FITNESS PROGRAMS	750.00	750.00	130.00	1,154.00	404.00	153.87 %
11-400-44001	INCOME - SOCCER REGISTRATION	52,500.00	52,500.00	0.00	29,103.00	-23,397.00	44.57 %
11-400-45002	INCOME - SPECIAL EVENTS REGISTRAT	7,500.00	7,500.00	2,800.00	16,237.13	8,737.13	216.50 %
11-400-45100	INCOME - SURPLUS SALES	1,000.00	1,000.00	104.00	8,004.00	7,004.00	800.40 %
11-400-45200	INCOME - DONATIONS	1,500.00	1,500.00	0.00	20.00	-1,480.00	98.67 %
11-400-45500	INCOME - CHILD CARE	96,000.00	96,000.00	44,288.46	90,228.06	-5,771.94	6.01 %
<u>11-400-45600</u>	TOT DROP	100.00	100.00	15.00	66.00	-34.00	34.00 %
<u>11-400-45800</u>	INCOME - VOLLEYBALL REGISTRATION	13,600.00	13,600.00	0.00	9,266.00	-4,334.00	31.87 %
11-400-45850	INCOME - YOUTH SPORT PROGRAMS	6,640.00	6,640.00	270.00	9,850.00	3,210.00	148.34 %
11-400-46200	INCOME - VENDING-REBATES	2,500.00	2,500.00	32.20	1,795.75	-704.25	28.17 %
<u>11-400-46500</u>	INCOME - SPONSORSHIP	35,000.00	35,000.00	1,900.00	22,080.00	-12,920.00	36.91 %
	Department: 400 - PARK OPERATIONS Total:	1,135,650.00	1,135,650.00	242,827.47	726,266.20	-409,383.80	36.05 %
Department: 5	00 - PLANNING & DEVELOPMENT						
11-500-40016	BUILDING PERMITS-RESIDENTIAL	250,000.00	250,000.00	13,331.29	146,987.72	-103,012.28	41.20 %
11-500-40017	BUILDING PERMITS-COMMERCIAL	50,000.00	50,000.00	24,142.75	34,027.25	-15,972.75	31.95 %
11-500-40018	BUILDING PERMITS-MINOR PERMITS	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
11-500-40200	INCOME - INTEREST	200.00	200.00	0.00	0.00	-200.00	100.00 %
<u>11-500-41503</u>	INCOME - PLAN REVIEW FEES	10,000.00	10,000.00	300.00	5,426.64	-4,573.36	45.73 %
<u>11-500-41540</u>	INCOME - COMMERCIAL PLAN REVIE	10,000.00	10,000.00	3,195.00	9,216.26	-783.74	7.84 %
11-500-42003	INCOME - RENTAL INSPECTIONS	20,000.00	20,000.00	2,025.00	9,850.00	-10,150.00	50.75 %
<u>11-500-43500</u>	Miscellaneous Income	750.00	750.00	0.33	7.17	-742.83	99.04 %
11-500-45001	INCOME - REMODEL INSPECTION FEE	2,500.00	2,500.00	40.00	1,180.00	-1,320.00	52.80 %
<u>11-500-45900</u>	INCOME - FINAL PLATS	4,000.00	4,000.00	150.00	1,900.00	-2,100.00	52.50 %
<u>11-500-46001</u>	INCOME - FINAL PLATS Department: 500 - PLANNING & DEVELOPMENT Total:	1,500.00 363,950.00	1,500.00	475.00	808.00	-692.00	46.13 %
	•	303,330.00	363,950.00	43,659.37	209,403.04	-154,546.96	42.46 %
•	500 - STORM WATER	500 222 25	600 000 0	2.5-	2.2-	coo coo	400.00.01
<u>11-600-40111</u>	TRANSFERS IN - ARPA FUNDS	600,000.00	600,000.00	0.00	0.00	-600,000.00	100.00 %
<u>11-600-40200</u>	INCOME - INTEREST	500.00	500.00	70.19	217.56	-282.44	56.49 %
<u>11-600-43002</u>	INCOME - REVIEW REIMBURSEMENT	10,000.00	10,000.00	0.00	2,894.44	-7,105.56	71.06 %
	Department: 600 - STORM WATER Total: Revenue Total:	610,500.00 12,683,607.00	610,500.00 12,723,607.00	70.19 999,222.01	3,112.00 6,138,099.47	-607,388.00 -6,585,507.53	99.49 %

7/20/2022 2:11:22 PM Page 11 of 22

						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Remaining
Expense							
Department: 100 - ADMINI	STRATION						
<u>11-100-5101001</u>	SPONSORSHIP	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>11-100-5105000</u>	BUILDING MAINTENANCE - SUPPLIES	7,000.00	7,000.00	80.31	2,127.29	4,872.71	69.61 %
<u>11-100-5105500</u>	BUILDING MAINTENANCE SERVICES	10,000.00	10,000.00	300.10	4,637.92	5,362.08	53.62 %
<u>11-100-5106000</u>	BUILDING REPAIRS	30,000.00	30,000.00	0.00	4,747.92	25,252.08	84.17 %
<u>11-100-5108004</u>	CITY ADMINISTRATOR EXPENSES	10,000.00	10,000.00	1,536.75	3,426.28	6,573.72	65.74 %
<u>11-100-5110102</u>	COMPUTER SOFTWARE	1,500.00	1,500.00	0.00	1,375.00	125.00	8.33 %
<u>11-100-5110503</u>	COMPUTER SERVICES	11,390.00	11,390.00	1,775.91	9,908.64	1,481.36	13.01 %
<u>11-100-5111000</u>	COMPUTER EQUIPMENT	10,000.00	10,000.00	0.00	5,105.59	4,894.41	48.94 %
<u>11-100-5112300</u>	COUNTY INMATE BOARDING	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
<u>11-100-5117500</u>	DUES, LICENSES & MEMBERSHIPS	5,500.00	5,500.00	0.00	3,988.20	1,511.80	27.49 %
<u>11-100-5118501</u>	ELECTION	15,000.00	15,000.00	622.86	4,951.16	10,048.84	66.99 %
<u>11-100-5120000</u>	EMPLOYMENT COSTS	2,000.00	2,000.00	0.00	40.14	1,959.86	97.99 %
<u>11-100-5124500</u>	FACILITIES SUPPLIES	2,000.00	2,000.00	252.32	1,678.90	321.10	16.06 %
<u>11-100-5127500</u>	FIRST AID CLAIMS	100.00	100.00	0.00	0.00	100.00	100.00 %
11-100-5129000	Grant Disbursements	0.00	40,000.00	0.00	40,000.00	0.00	0.00 %
<u>11-100-5130000</u>	Gasoline & Diesel	0.00	0.00	0.00	145.20	-145.20	0.00 %
<u>11-100-5131000</u>	GROUNDS MAINTENANCE	1,500.00	1,500.00	0.00	131.31	1,368.69	91.25 %
<u>11-100-5132500</u>	INSURANCE AND BONDS	20,800.00	20,800.00	0.00	20,752.09	47.91	0.23 %
<u>11-100-5132555</u>	INSURANCE BROKER FEE	1,420.00	1,420.00	0.00	1,417.00	3.00	0.21 %
<u>11-100-5132560</u>	JANITORIAL SUPPLIES	2,500.00	2,500.00	202.07	343.85	2,156.15	86.25 %
<u>11-100-5135500</u>	MAINTENANCE/SERVICE CONTRACTS	11,120.00	11,120.00	124.90	2,246.90	8,873.10	79.79 %
<u>11-100-5136000</u>	MAYOR & COUNCIL	10,000.00	27,255.36	218.63	6,581.44	20,673.92	75.85 %
<u>11-100-5137500</u>	MEETINGS AND TRAINING	4,500.00	4,500.00	24.00	3,135.92	1,364.08	30.31 %
<u>11-100-5138000</u>	MERCHANT CARD FEES	4,500.00	4,500.00	357.72	2,063.79	2,436.21	54.14 %
11-100-5142000	MILEAGE	2,500.00	2,500.00	17.48	305.91	2,194.09	87.76 %
11-100-5142400	MISCELLANEOUS SERVICES	4,000.00	4,000.00	73.50	704.75	3,295.25	82.38 %
<u>11-100-5142502</u>	MISCELLANEOUS SUPPLIES	1,000.00	1,000.00	337.50	421.74	578.26	57.83 %
<u>11-100-5143500</u>	MOSQUITO	8,500.00	8,500.00	4,290.00	8,228.00	272.00	3.20 %
<u>11-100-5144001</u>	MUNICIPAL COURT CLERK FEE	23,833.00	23,833.00	0.00	23,883.20	-50.20	-0.21 %
<u>11-100-5145000</u>	NATURAL GAS	3,500.00	3,500.00	90.25	3,383.16	116.84	3.34 %
<u>11-100-5147000</u>	NEWSLETTER	800.00	800.00	0.00	0.00	800.00	100.00 %
<u>11-100-5147500</u>	NEWSPAPER PUBLICATIONS	1,500.00	1,500.00	-122.10	-191.46	1,691.46	112.76 %
<u>11-100-5149900</u>	OFFICE FORMS & PRINTING	0.00	0.00	0.00	656.89	-656.89	0.00 %
<u>11-100-5150000</u>	Office Supplies	2,000.00	2,000.00	54.01	646.30	1,353.70	67.69 %
<u>11-100-5150100</u>	OFFICE EQUIPMENT-REPAIRS	200.00	200.00	0.00	0.00	200.00	100.00 %
<u>11-100-5152030</u>	PANDEMIC PREVENTION	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<u>11-100-5157500</u>	POSTAGE AND FREIGHT	2,500.00	2,500.00	-33.06	775.45	1,724.55	68.98 %
<u>11-100-5160000</u>	PROFESSIONAL FEES	33,125.00	33,125.00	424.30	7,800.92	25,324.08	76.45 %
11-100-5160002	PROFESSIONAL FEES-ATTORNEY	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>11-100-5160150</u>	PROMOTIONAL ITEMS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<u>11-100-5167000</u>	Safety Program	0.00	0.00	322.54	322.54	-322.54	0.00 %
<u>11-100-5170000</u>	TAX-REASSESSMENT FEES	8,500.00	8,500.00	29.47	8,350.44	149.56	1.76 %
<u>11-100-5170100</u>	TAX-COLLECTOR FEES	26,500.00	26,500.00	88.41	25,051.31	1,448.69	5.47 %
<u>11-100-5172000</u>	SPECIAL EVENTS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>11-100-5172010</u>	COMMUNITY EVENTS	0.00	0.00	0.00	288.73	-288.73	0.00 %
11-100-5174002	TRASH SERVICE	1,221,870.00	1,221,870.00	108,054.49	642,361.61	579,508.39	47.43 %
<u>11-100-5177500</u>	TELECOMMUNICATIONS	4,000.00	4,000.00	-6.00	368.83	3,631.17	90.78 %
<u>11-100-5181000</u>	TRACKABLE ASSETS < \$5,000	3,500.00	21,479.11	0.00	0.00	21,479.11	100.00 %
<u>11-100-5250000</u>	SALARIES	1,019,188.00	1,019,188.00	75,463.55	451,110.18	568,077.82	55.74 %
<u>11-100-5250005</u>	SALARIES-MAYOR & COUNCIL	9,360.00	9,360.00	300.00	7,560.00	1,800.00	19.23 %
11-100-5250500	PAYROLL TAXES	79,972.00	79,972.00	5,543.38	34,400.91	45,571.09	56.98 %
<u>11-100-5251000</u>	GROUP INSURANCE	159,308.00	159,308.00	12,695.98	71,114.46	88,193.54	55.36 %
<u>11-100-5251500</u>	LAGERS	152,637.00	152,637.00	10,960.67	64,603.34	88,033.66	57.68 %
<u>11-100-5252500</u>	EDUCATION	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
11-100-5253500	WELLNESS PROGRAM	350.00	350.00	0.00	0.00	350.00	100.00 %
11-100-5254000	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %

7/20/2022 2:11:22 PM Page 12 of 22

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
11-100-5255000	WORK COMP PREMIUM	20,288.00	20,288.00	0.00	21,066.51	-778.51	-3.84 %
11-100-5351003	LEASE PAYMENT-PRINCIPAL-CH & PD	245,000.00	245,000.00	0.00	0.00	245,000.00	100.00 %
11-100-5351503	LEASE PAYMENT-INTEREST-CH & PD	39,300.00	39,300.00	0.00	0.00	39,300.00	100.00 %
11-100-5352000	AGENT FEES	3,500.00	3,500.00	2,968.00	2,968.00	532.00	15.20 %
11-100-5450011	CAPITAL - INTANGIBLE ASSETS	980,000.00	980,000.00	0.00	139,455.00	840,545.00	85.77 %
<u>11-100-5451000</u>	CAPITAL-IMPROVEMENTS	162,388.00	162,388.00	0.00	0.00	162,388.00	100.00 %
<u>11-100-5451004</u>	CAPITAL-IMPROVEMENTS-BUILDING	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
11-100-5452000	CAPITAL-EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>11-100-5490001</u>	TRANSFERS OUT-CENTRAL GARAGE	91.00	91.00	0.00	0.00	91.00	100.00 %
11-100-5490002	TRANSFERS OUT-UTILITY BILLING	33,243.00	33,243.00	0.00	0.00	33,243.00	100.00 %
	Department: 100 - ADMINISTRATION Total:	4,469,783.00	4,545,017.47	227,047.94	1,634,441.26	2,910,576.21	64.04 %
Department: 120 - C							
11-120-5101000	ADVERTISING	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>11-120-5110503</u>	COMPUTER SERVICES	6,740.00	6,740.00	3,485.69	10,784.75	-4,044.75	-60.01 %
<u>11-120-5111000</u>	COMPUTER EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>11-120-5117500</u>	DUES, LICENSES & MEMBERSHIPS	1,400.00	1,400.00	0.00	948.00	452.00	32.29 %
<u>11-120-5120000</u>	Employment Costs	0.00	0.00	16.75	98.89	-98.89	0.00 %
<u>11-120-5130000</u>	Gasoline & Diesel	0.00	0.00	0.00	40.20	-40.20	0.00 %
<u>11-120-5135500</u>	MAINTENANCE/SERVICE CONTRACTS	1,520.00	1,520.00	111.64	488.57	1,031.43	67.86 %
<u>11-120-5137500</u>	MEETINGS AND TRAINING	4,000.00	4,000.00	46.16	2,153.65	1,846.35	46.16 %
<u>11-120-5142000</u> 11-120-5142400	MILEAGE MISCELLANEOUS SERVICES	200.00 5,000.00	200.00 5,000.00	44.73 0.00	261.01 0.00	-61.01 5,000.00	-30.51 % 100.00 %
11-120-5142500	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-120-5142500	Newspaper Publications	0.00	0.00	0.00	125.06	-125.06	0.00 %
11-120-5149900	OFFICE FORMS & PRINTING	7,000.00	7,000.00	257.50	257.50	6,742.50	96.32 %
11-120-5150000	OFFICE SUPPLIES	2,800.00	2,800.00	44.72	525.14	2,274.86	81.25 %
11-120-5157500	Postage and Freight	0.00	0.00	7.75	82.15	-82.15	0.00 %
11-120-5160000	PROFESSIONAL FEES	1,043.00	1,043.00	24.83	24.83	1,018.17	97.62 %
11-120-5160150	PROMOTIONAL ITEMS	5,000.00	5,000.00	0.00	596.02	4,403.98	88.08 %
11-120-5177500	Telecommunications	0.00	0.00	84.70	894.43	-894.43	0.00 %
11-120-5181000	Trackable Assets < \$5000	0.00	0.00	0.00	4,020.99	-4,020.99	0.00 %
11-120-5250000	SALARIES	100,488.00	100,488.00	7,693.24	46,312.08	54,175.92	53.91 %
11-120-5250500	PAYROLL TAXES	8,090.00	8,090.00	531.50	3,316.83	4,773.17	59.00 %
11-120-5251000	GROUP INSURANCE	23,458.00	23,458.00	1,480.92	9,011.86	14,446.14	61.58 %
11-120-5251500	LAGERS	15,274.00	15,274.00	1,169.38	7,039.48	8,234.52	53.91 %
11-120-5254000	UNIFORMS	100.00	100.00	0.00	0.00	100.00	100.00 %
11-120-5255000	WORK COMP PREMIUM	135.00	135.00	0.00	0.00	135.00	100.00 %
	Department: 120 - COMMUNICATIONS Total:	190,248.00	190,248.00	14,999.51	86,981.44	103,266.56	54.28 %
Department: 130 - F	INANCE						
<u>11-130-5102550</u>	AUDIT EXPENSE	8,000.00	8,000.00	0.00	5,400.00	2,600.00	32.50 %
11-130-5110503	COMPUTER SERVICES	8,120.00	8,120.00	2,058.43	9,866.11	-1,746.11	-21.50 %
<u>11-130-5111000</u>	Computer Equipment	0.00	0.00	0.00	1,555.80	-1,555.80	0.00 %
<u>11-130-5117500</u>	DUES, LICENSES & MEMBERSHIPS	565.00	565.00	0.00	305.00	260.00	46.02 %
<u>11-130-5120000</u>	EMPLOYMENT COSTS	200.00	200.00	57.00	520.04	-320.04	-160.02 %
<u>11-130-5127500</u>	FIRST AID CLAIMS	100.00	100.00	0.00	0.00	100.00	100.00 %
<u>11-130-5135500</u>	MAINTENANCE/SERVICE CONTRACTS	1,400.00	1,400.00	485.23	1,008.75	391.25	27.95 %
<u>11-130-5137500</u>	MEETINGS AND TRAINING	6,500.00	6,500.00	2,263.21	5,186.45	1,313.55	20.21 %
11-130-5142000	MILEAGE	250.00	250.00	348.31	651.11	-401.11	-160.44 %
11-130-5142500	MISCELLANEOUS	250.00	250.00	375.07	375.07	-125.07	-50.03 %
<u>11-130-5147500</u>	NEWSPAPER PUBLICATIONS	1,000.00	1,000.00	0.00	416.64	583.36	58.34 %
<u>11-130-5149900</u>	Office Forms & Printing	0.00	0.00	0.00	66.00	-66.00	0.00 %
<u>11-130-5150000</u>	Office Supplies	2,000.00	2,000.00	237.94	1,018.94	981.06	49.05 %
<u>11-130-5157500</u>	POSTAGE AND FREIGHT	250.00	250.00	7.22	78.23	171.77	68.71 %
<u>11-130-5160000</u>	PROFESSIONAL FEES	6,645.00	6,645.00	86.80	86.80	6,558.20	98.69 %
<u>11-130-5177500</u>	TELECOMMUNICATIONS	0.00	0.00	38.35	612.30	-612.30	0.00 %
<u>11-130-5250000</u>	SALARIES	333,704.00	333,704.00	28,894.05	166,867.38	166,836.62	50.00 %
<u>11-130-5250500</u> <u>11-130-5251000</u>	PAYROLL TAXES GROUP INSURANCE	26,092.00 64,740.00	26,092.00 64,740.00	2,082.72 4,760.26	12,206.35 29,059.78	13,885.65 35,680.22	53.22 % 55.11 %
TT-T30-353T000	GROOF INSURANCE	04,740.00	04,740.00	4,700.20	23,033.76	33,000.22	JJ.11 70

7/20/2022 2:11:22 PM Page 13 of 22

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	
11-130-5251500	LAGERS	50,723.00	50,723.00	4,154.26	24,626.73	26,096.27	51.45 %
11-130-5253500	WELLNESS PROGRAM	300.00	300.00	0.00	0.00	300.00	100.00 %
11-130-5254000	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-130-5255000</u>	WORK COMP PREMIUM	447.00	447.00	0.00	0.00	447.00	100.00 % 49.22 %
	Department: 130 - FINANCE Total:	511,786.00	511,786.00	45,848.85	259,907.48	251,878.52	49.22 %
Department: 160 - LEGA	AL COMPUTER SERVICES	7 490 00	7 000 00	1 490 03	0.700.57	1 000 57	-25.64 %
<u>11-160-5110503</u> <u>11-160-5117500</u>	DUES, LICENSES & MEMBERSHIPS	7,480.00 800.00	7,800.00 800.00	1,489.03 205.00	9,799.57 440.00	-1,999.57 360.00	-23.64 % 45.00 %
11-160-5120000	EMPLOYMENT COSTS	0.00	0.00	-99.25	899.90	-899.90	0.00 %
11-160-5135500	MAINTENANCE/SERVICE CONTRACTS	0.00	0.00	0.00	36.71	-36.71	0.00 %
11-160-5137500	MEETINGS AND TRAINING	1,500.00	1,500.00	150.00	150.00	1,350.00	90.00 %
11-160-5142000	MILEAGE	300.00	300.00	0.00	0.00	300.00	100.00 %
11-160-5145150	PROSECUTOR SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-160-5150000</u>	Office Supplies	500.00	500.00	48.55	396.37	103.63	20.73 %
<u>11-160-5157500</u>	POSTAGE AND FREIGHT	0.00	0.00	7.75	84.01	-84.01	0.00 %
<u>11-160-5160000</u> 11-160-5177500	PROFESSIONAL FEES Telecommunications	518.00 0.00	518.00 0.00	12.32 -7.00	12.32 340.17	505.68 -340.17	97.62 % 0.00 %
11-160-5181000	Trackable Assets < \$5,000	0.00	1,500.00	0.00	0.00	1,500.00	100.00 %
11-160-5250000	SALARIES	88,961.00	127,661.00	7,563.75	41,782.45	85,878.55	67.27 %
11-160-5250500	PAYROLL TAXES	7,168.00	10,128.00	573.28	3,203.35	6,924.65	68.37 %
11-160-5251000	GROUP INSURANCE	8,318.00	16,265.00	636.56	3,927.80	12,337.20	75.85 %
11-160-5251500	LAGERS	13,522.00	19,404.00	1,040.25	6,241.45	13,162.55	67.83 %
11-160-5255000	WORK COMP PREMIUM	376.00	428.00	0.00	0.00	428.00	100.00 %
	Department: 160 - LEGAL Total:	129,943.00	187,304.00	11,620.24	67,314.10	119,989.90	64.06 %
Department: 175 - ECO	NOMIC DEVELOPMENT						
11-175-5109500	COMMUNITY BETTERMENT	25,500.00	25,500.00	8,000.00	8,000.00	17,500.00	68.63 %
11-175-5118000	ECONOMIC DEVELOPMENT	16,625.00	16,625.00	2,531.25	20,993.75	-4,368.75	-26.28 %
<u>11-175-5129000</u> 11-175-5149900	GRANT DISBURSEMENTS	15,000.00	15,000.00	0.00	7,500.00	7,500.00	50.00 %
	OFFICE FORMS AND PRINTING ment: 175 - ECONOMIC DEVELOPMENT Total:	4,000.00 61,125.00	4,000.00 61,125.00	0.00 10,531.25	0.00 36,493.75	4,000.00 24,631.25	100.00 % 40.30 %
•		01,123.00	01,123.00	10,551.25	30,433.73	24,031.23	40.50 %
Department: 190 - HUN 11-190-5110503	COMPUTER SERVICES	3,410.00	3,410.00	1,446.79	13,465.30	-10,055.30	-294.88 %
11-190-5117500	DUES, LICENSES & MEMBERSHIPS	350.00	350.00	0.00	55.00	295.00	84.29 %
11-190-5120000	EMPLOYMENT COSTS	2,000.00	2,000.00	457.99	922.78	1,077.22	53.86 %
11-190-5127500	FIRST AID CLAIMS	500.00	500.00	0.00	0.00	500.00	100.00 %
11-190-5135500	MAINTENANCE/SERVICE CONTRACTS	600.00	600.00	117.25	255.39	344.61	57.44 %
11-190-5137500	MEETINGS AND TRAINING	2,500.00	2,500.00	0.00	199.00	2,301.00	92.04 %
<u>11-190-5142000</u>	MILEAGE	200.00	200.00	0.00	0.00	200.00	100.00 %
<u>11-190-5142500</u>	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-190-5149900</u> <u>11-190-5150000</u>	Office Forms & Printing Office Supplies	0.00 2,000.00	0.00 2,000.00	0.00 6.25	246.77 635.79	-246.77 1,364.21	0.00 % 68.21 %
<u>11-190-5157500</u>	POSTAGE AND FREIGHT	200.00	200.00	16.97	225.24	-25.24	-12.62 %
11-190-5160000	PROFESSIONAL FEES	1,043.00	1,043.00	24.83	24.83	1,018.17	97.62 %
11-190-5177500	Telecommunications	0.00	0.00	-6.00	350.17	-350.17	0.00 %
11-190-5250000	SALARIES	109,133.00	109,133.00	8,334.31	45,602.28	63,530.72	58.21 %
11-190-5250500	PAYROLL TAXES	8,751.00	8,751.00	620.57	3,408.54	5,342.46	61.05 %
<u>11-190-5251000</u>	GROUP INSURANCE	18,957.00	18,957.00	898.86	6,203.27	12,753.73	67.28 %
11-190-5251500	LAGERS	16,588.00	16,588.00	855.32	6,051.14	10,536.86	63.52 %
<u>11-190-5253500</u>	WELLNESS PROGRAM	300.00	300.00	0.00	0.00	300.00	100.00 %
<u>11-190-5254000</u> <u>11-190-5255000</u>	UNIFORMS WORK COMP PREMIUM	300.00 146.00	300.00 146.00	0.00 0.00	0.00 0.00	300.00 146.00	100.00 % 100.00 %
	epartment: 190 - HUMAN RESOURCES Total:	167,478.00	167,478.00	12,773.14	77,645.50	89,832.50	53.64 %
Department: 200 - POLI	·	. ,	,	,	,	,	
11-200-5102000	AMMUNITION	24,000.00	24,000.00	0.00	8,849.44	15,150.56	63.13 %
11-200-5105000	BUILDING MAINTENANCE - SUPPLIES	1,500.00	1,500.00	583.78	1,435.49	64.51	4.30 %
11-200-5105500	BUILDING MAINTENANCE SERVICES	11,000.00	11,000.00	130.76	4,063.29	6,936.71	63.06 %
11-200-5106000	BUILDING REPAIRS	20,000.00	20,000.00	1,358.92	1,988.83	18,011.17	90.06 %

7/20/2022 2:11:22 PM Page 14 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>11-200-5106500</u>	CANINE PROGRAM	3,500.00	3,500.00	225.04	931.54	2,568.46	73.38 %
<u>11-200-5107002</u>	CITIZEN'S POLICE ACADEMY	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<u>11-200-5107501</u>	CRIME PREVENTION	500.00	500.00	0.00	55.88	444.12	88.82 %
<u>11-200-5110000</u>	COMPUTER SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-200-5110503</u>	COMPUTER SERVICES	58,590.00	58,590.00	8,964.28	35,047.56	23,542.44	40.18 %
<u>11-200-5111000</u>	COMPUTER EQUIPMENT	14,300.00	14,300.00	13,569.16	13,569.16	730.84	5.11 %
<u>11-200-5112501</u>	DARE	7,500.00	7,500.00	736.17	3,605.34	3,894.66	51.93 %
11-200-5115000	DOG IMPOUNDING	4,500.00	4,500.00	145.24	546.72	3,953.28	87.85 %
<u>11-200-5117500</u>	DUES, LICENSES & MEMBERSHIPS	4,500.00	4,500.00	100.00	3,425.53	1,074.47	23.88 %
<u>11-200-5120000</u>	EMPLOYMENT COSTS	3,000.00	3,000.00	60.00	376.14	2,623.86	87.46 %
<u>11-200-5123000</u> 11-200-5124000	EQUIPMENT REPAIRS EVIDENCE	1,500.00	1,500.00	0.00 7.94	0.00 463.69	1,500.00 2,036.31	100.00 % 81.45 %
11-200-5124500	FACILITIES SUPPLIES	2,500.00 1,000.00	2,500.00 1,000.00	7.94 181.90	942.43	2,036.31	5.76 %
11-200-5127000	FIRING RANGE	500.00	500.00	0.00	160.01	339.99	68.00 %
11-200-5127500	FIRST AID CLAIMS	5,000.00	5,000.00	242.19	4,625.41	374.59	7.49 %
11-200-5130000	GASOLINE & DIESEL	70,000.00	70,000.00	12,008.42	59,419.81	10,580.19	15.11 %
11-200-5130052	GRANT-BULLET PROOF VESTS	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
11-200-5130053	GRANT-CHILD CRIME	0.00	0.00	0.00	46,711.52	-46,711.52	0.00 %
11-200-5131000	GROUNDS MAINTENANCE	2,000.00	2,000.00	0.00	17.82	1,982.18	99.11 %
11-200-5132000	INVESTIGATIONS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
11-200-5132500	INSURANCE AND BONDS	63,400.00	63,400.00	0.00	72,608.46	-9,208.46	-14.52 %
<u>11-200-5132555</u>	INSURANCE BROKER FEE	4,335.00	4,335.00	0.00	4,939.00	-604.00	-13.93 %
11-200-5132560	JANITORIAL SUPPLIES	1,500.00	1,500.00	0.00	297.24	1,202.76	80.18 %
<u>11-200-5135500</u>	MAINTENANCE/SERVICE CONTRACTS	47,750.00	47,750.00	1,262.81	26,221.08	21,528.92	45.09 %
<u>11-200-5137500</u>	MEETINGS AND TRAINING	57,000.00	57,000.00	4,555.96	27,298.77	29,701.23	52.11 %
<u>11-200-5142500</u>	MISCELLANEOUS	1,000.00	1,000.00	46.50	91.50	908.50	90.85 %
<u>11-200-5144000</u>	MULES	600.00	600.00	0.00	270.00	330.00	55.00 %
11-200-5145000	NATURAL GAS	550.00	550.00	46.73	274.13	275.87	50.16 %
<u>11-200-5147502</u>	NETT TEAM	5,000.00	5,000.00	0.00	4,217.98	782.02	15.64 %
<u>11-200-5149900</u>	OFFICE FORMS & PRINTING	1,000.00	1,000.00	74.72	74.72	925.28	92.53 %
<u>11-200-5150000</u>	OFFICE SUPPLIES	4,000.00	4,000.00	-2,817.23	922.03	3,077.97	76.95 %
<u>11-200-5150100</u>	OFFICE EQUIPMENT-REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-200-5152030</u>	PANDEMIC PREVENTION	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-200-5157500</u>	POSTAGE AND FREIGHT PROFESSIONAL FEES	1,500.00	1,500.00	116.88	704.70	795.30	53.02 %
<u>11-200-5160000</u> <u>11-200-5160150</u>	PROPESSIONAL FEES PROMOTIONAL ITEMS	31,438.00 3,000.00	41,438.00 3,000.00	558.14 119.70	558.14 2,438.18	40,879.86 561.82	98.65 % 18.73 %
11-200-5162500	RADIO REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
11-200-5167000	SAFETY PROGRAM	500.00	500.00	0.00	810.56	-310.56	-62.11 %
11-200-5169002	SUBSCRIPTIONS	50.00	50.00	0.00	0.00	50.00	100.00 %
<u>11-200-5175000</u>	SUPPLIES	4,000.00	4,000.00	321.79	3,813.04	186.96	4.67 %
11-200-5177500	TELECOMMUNICATIONS	19,000.00	19,000.00	1,439.17	9,279.65	9,720.35	51.16 %
11-200-5181000	TRACKABLE ASSETS < \$5,000	36,400.00	36,400.00	1,684.15	21,948.07	14,451.93	39.70 %
11-200-5184900	VEHICLE LEASE	212,094.00	312,423.00	0.00	0.00	312,423.00	100.00 %
11-200-5185000	VEHICLE MAINTENANCE	15,000.00	15,000.00	2,194.96	7,372.37	7,627.63	50.85 %
<u>11-200-5185500</u>	VEHICLE REPAIRS	15,000.00	15,000.00	1,400.00	11,342.23	3,657.77	24.39 %
11-200-5250000	SALARIES	2,609,462.00	2,609,462.00	206,789.06	1,207,988.23	1,401,473.77	53.71 %
11-200-5250500	PAYROLL TAXES	201,576.00	201,576.00	14,990.47	90,180.96	111,395.04	55.26 %
11-200-5251000	GROUP INSURANCE	483,301.00	483,301.00	39,371.53	232,383.22	250,917.78	51.92 %
<u>11-200-5251500</u>	LAGERS	368,144.00	368,144.00	29,143.76	168,559.08	199,584.92	54.21 %
11-200-5253500	WELLNESS PROGRAM	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
11-200-5254003	UNIFORMS & EQUIPMENT	35,000.00	35,000.00	2,701.23	10,040.29	24,959.71	71.31 %
11-200-5255000	WORK COMP PREMIUM	83,607.00	83,607.00	0.00	61,062.32	22,544.68	26.97 %
11-200-5451500	CAPITAL-VEHICLES	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
11-200-5452500	CAPITAL-INFRASTRUCTURE	680,000.00	680,000.00	2,084.00	18,542.90	661,457.10	97.27 %
<u>11-200-5490001</u>	Transfers Out - Central Garage	11,126.00	11,126.00	0.00	0.00	11,126.00	100.00 %
	Department: 200 - POLICE Total:	5,310,723.00	5,421,052.00	344,398.13	2,170,474.46	3,250,577.54	59.96 %
Department: 400 - PARK C	PERATIONS						
11-400-5101000	ADVERTISING	12,000.00	12,000.00	50.02	1,416.88	10,583.12	88.19 %

7/20/2022 2:11:22 PM Page 15 of 22

						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Remaining
<u>11-400-5101001</u>	SPONSORSHIP	4,000.00	4,000.00	192.00	996.50	3,003.50	75.09 %
11-400-5102400	AQUATICS-REPAIR AND MAINTENAN	15,000.00	15,000.00	4,268.42	10,781.89	4,218.11	28.12 %
11-400-5102700	AQUATICS-ADMINISTRATION	5,000.00	5,000.00	0.00	2,879.57	2,120.43	42.41 %
<u>11-400-5102701</u>	JUNIOR LIFEGUARD	100.00	100.00	0.00	0.00	100.00	100.00 %
11-400-5102703	SWIM TEAM	2,385.00	2,385.00	326.80	544.55	1,840.45	77.17 %
<u>11-400-5104101</u>	YOUTH BASEBALL-SOFTBALL	22,000.00	22,000.00	2,204.25	13,322.84	8,677.16	39.44 %
<u>11-400-5104201</u>	YOUTH BASKETBALL	20,000.00	20,000.00	0.00	3,845.96	16,154.04	80.77 %
11-400-5104730	FITNESS CLASSES	500.00	500.00	0.00	118.99	381.01	76.20 %
<u>11-400-5105000</u>	BUILDING MAINTENANCE - SUPPLIES	12,000.00	12,000.00	1,584.91	4,803.58	7,196.42	59.97 %
11-400-5105500	BUILDING MAINTENANCE SERVICES	11,500.00	11,500.00	0.00	3,685.62	7,814.38	67.95 %
11-400-5106000	BUILDING REPAIRS	15,000.00	15,000.00	1,085.18	1,551.56	13,448.44	89.66 %
<u>11-400-5107000</u>	CHEMICALS	12,000.00	12,000.00	5,858.57	9,552.43	2,447.57	20.40 %
<u>11-400-5108100</u>	ENRICHMENT CLASSES	800.00	800.00	0.00	335.16	464.84	58.11 %
<u>11-400-5108118</u>	FITNESS PROGRAMS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-400-5109000</u>	MARTIAL ARTS	4,900.00	4,900.00	420.00	2,305.56	2,594.44	52.95 %
<u>11-400-5110102</u>	COMPUTER SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00 5,787.62	100.00 % 16.75 %
<u>11-400-5110503</u> 11-400-5111000	COMPUTER SERVICES COMPUTER EQUIPMENT	34,560.00	34,560.00	1,872.90	28,772.38	•	49.97 %
11-400-5112000	CONCESSION SUPPLIES-CENTER	10,500.00 32,000.00	10,500.00 32,000.00	2,017.99 7,945.75	5,253.35 16,586.95	5,246.65 15,413.05	49.97 % 48.17 %
11-400-5117000	DOG PARK	2,000.00	2,000.00	0.00	1,180.05	819.95	41.00 %
11-400-5117500	DUES, LICENSES & MEMBERSHIPS	1,800.00	1,800.00	0.00	1,575.00	225.00	12.50 %
11-400-5120000	EMPLOYMENT COSTS	7,500.00	7,500.00	882.75	6,373.04	1,126.96	15.03 %
11-400-5123000	EQUIPMENT REPAIRS	6,000.00	6,000.00	250.00	250.00	5,750.00	95.83 %
11-400-5123500	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-400-5124500	FACILITIES SUPPLIES	2,000.00	2,000.00	685.61	2,499.05	-499.05	-24.95 %
11-400-5127500	FIRST AID CLAIMS	150.00	150.00	0.00	0.00	150.00	100.00 %
11-400-5128500	FITNESS CENTER MAINTENANCE	5,000.00	5,000.00	319.51	1,482.15	3,517.85	70.36 %
11-400-5130000	GASOLINE & DIESEL	3,200.00	3,200.00	859.69	2,173.67	1,026.33	32.07 %
11-400-5131001	GROUNDS MAINTENANCE SERVICES	28,000.00	28,000.00	0.00	2,654.00	25,346.00	90.52 %
11-400-5131500	GROUNDS-MAINTENANCE SUPPLIES	11,500.00	11,500.00	815.88	4,863.30	6,636.70	57.71 %
11-400-5131700	GROUNDS-REPAIRS	8,000.00	8,000.00	183.60	5,011.46	2,988.54	37.36 %
11-400-5132500	INSURANCE AND BONDS	28,800.00	28,800.00	0.00	30,002.86	-1,202.86	-4.18 %
11-400-5132555	INSURANCE BROKER FEE	1,975.00	1,975.00	0.00	2,030.00	-55.00	-2.78 %
11-400-5132560	JANITORIAL SUPPLIES	8,000.00	8,000.00	0.00	1,717.76	6,282.24	78.53 %
11-400-5135500	MAINTENANCE/SERVICE CONTRACTS	11,750.00	11,750.00	412.25	4,458.26	7,291.74	62.06 %
11-400-5137500	MEETINGS AND TRAINING	6,500.00	6,500.00	0.00	2,770.78	3,729.22	57.37 %
11-400-5138000	MERCHANT CARD FEES	22,000.00	22,000.00	5,547.23	14,903.57	7,096.43	32.26 %
11-400-5139000	MERCHANDISE FOR SALE	150.00	150.00	0.00	0.00	150.00	100.00 %
11-400-5142000	MILEAGE	0.00	0.00	0.00	129.87	-129.87	0.00 %
11-400-5142400	MISCELLANEOUS SERVICES	500.00	500.00	0.00	0.00	500.00	100.00 %
11-400-5142502	MISCELLANEOUS	300.00	300.00	0.00	92.96	207.04	69.01 %
11-400-5149900	OFFICE FORMS & PRINTING	1,000.00	1,000.00	0.00	122.33	877.67	87.77 %
11-400-5150000	OFFICE SUPPLIES	5,000.00	5,000.00	646.12	2,836.55	2,163.45	43.27 %
11-400-5150100	OFFICE EQUIPMENT REPAIRS	750.00	750.00	0.00	0.00	750.00	100.00 %
<u>11-400-5157500</u>	POSTAGE AND FREIGHT	3,400.00	3,400.00	169.93	562.03	2,837.97	83.47 %
<u>11-400-5160000</u>	PROFESSIONAL FEES	5,205.00	45,205.00	123.95	123.95	45,081.05	99.73 %
<u>11-400-5160150</u>	PROMOTIONAL ITEMS	0.00	0.00	0.00	150.00	-150.00	0.00 %
<u>11-400-5167000</u> 11-400-5169002	SAFETY PROGRAM SUBSCRIPTIONS	500.00	500.00	0.00 80.57	0.00	500.00 5,487.15	100.00 %
11-400-5169002 11-400-5169501	SUBSCRIPTIONS SOCCER	6,000.00 18,500.00	6,000.00 18,500.00	80.57 0.00	512.85 8,561.95	9,938.05	91.45 % 53.72 %
11-400-517200 <u>0</u>	SPECIAL EVENTS	2,000.00	2,000.00	67.07	1,852.19	9,938.05	7.39 %
<u>11-400-5172010</u> <u>11-400-5172010</u>	COMMUNITY EVENTS	9,000.00	9,000.00	700.00	3,485.93	5,514.07	61.27 %
11-400-5172010 11-400-5173000	CHILD CARE EXPENSE	1,000.00	1,000.00	3,855.18	5,658.61	-4,658.61	-465.86 %
11-400-5175000	SUPPLIES	300.00	300.00	0.00	92.69	207.31	69.10 %
11-400-5177500	TELECOMMUNICATIONS	1,000.00	1,000.00	1,327.81	5,936.59	-4,936.59	-493.66 %
11-400-5181000	TRACKABLE ASSETS < \$5,000	7,500.00	7,500.00	0.00	3,469.07	4,030.93	53.75 %
11-400-5182000 11-400-5182000	TOT DROP SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
11-400-5185000	VEHICLE MAINTENANCE	1,500.00	1,500.00	258.90	649.23	850.77	56.72 %
100 020000	- I. WOLL IN MINIEWANICE	1,500.00	1,300.00	250.50	0-7.23	030.77	30.72 /0

7/20/2022 2:11:22 PM Page 16 of 22

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
11-400-5185500	VEHICLE REPAIRS	1,500.00	1,500.00	0.00	102.20	1,397.80	93.19 %
<u>11-400-5186500</u>	VOLLEYBALL	4,600.00	4,600.00	0.00	2,812.50	1,787.50	38.86 %
<u>11-400-5187000</u>	YOUTH SPORT PROGRAMS-MISC	10,000.00	10,000.00	976.50	5,282.17	4,717.83	47.18 %
<u>11-400-5250000</u>	SALARIES REGULAR	909,651.00	909,651.00	83,885.56	326,016.54	583,634.46	64.16 %
<u>11-400-5250500</u>	PAYROLL TAXES REGULAR	70,031.00	70,031.00	6,631.45	25,828.91	44,202.09	63.12 %
11-400-5251000	GROUP INSURANCE REGULAR	103,548.00	103,548.00	8,097.42	39,513.51	64,034.49	61.84 %
<u>11-400-5251500</u>	LAGERS REGULAR	70,034.00	70,034.00	4,712.57	28,596.76	41,437.24	59.17 %
11-400-5252500	EDUCATION REGULAR	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00 %
11-400-5254000	UNIFORMS	5,500.00	5,500.00	0.00	1,055.38	4,444.62	80.81 %
11-400-5255000	WORK COMP PREMIUM	21,095.00	21,095.00	0.00	13,684.35	7,410.65	35.13 %
11-400-5440000	BUILDING/FITNESS RESERVE	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00 %
11-400-5440500	USE OF AQUATICS RESERVE	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
<u>11-400-5451000</u>	CAPITAL-IMPROVEMENTS	1,410,000.00	1,410,000.00	13,427.40	122,043.78	1,287,956.22	91.34 %
<u>11-400-5451500</u>	CAPITAL-VEHICLES	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
<u>11-400-5452000</u>	CAPITAL-EQUIPMENT	0.00	7,500.00	7,475.94	7,475.94	24.06	0.32 %
<u>11-400-5490001</u>	TRANSFERS OUT-CENTRAL GARAGE	541.00	541.00	0.00	0.00	541.00	100.00 %
De	partment: 400 - PARK OPERATIONS Total:	3,096,775.00	3,144,275.00	170,219.68	797,347.56	2,346,927.44	74.64 %
Department: 500 - PLANNI	ING & DEVELOPMENT						
<u>11-500-5110102</u>	COMPUTER SOFTWARE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-500-5110503</u>	COMPUTER SERVICES	21,910.00	21,910.00	1,854.55	17,108.18	4,801.82	21.92 %
11-500-5111000	COMPUTER EQUIPMENT	6,000.00	6,000.00	0.00	111.42	5,888.58	98.14 %
11-500-5117500	DUES, LICENSES & MEMBERSHIPS	1,200.00	1,200.00	71.00	363.25	836.75	69.73 %
11-500-5120000	EMPLOYMENT COSTS	500.00	500.00	454.50	934.64	-434.64	-86.93 %
<u>11-500-5123000</u>	EQUIPMENT REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
11-500-5124500	FACILITIES SUPPLIES	250.00	250.00	0.00	117.23	132.77	53.11 %
11-500-5127500	FIRST AID CLAIMS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-500-5130000</u>	GASOLINE & DIESEL	4,500.00	4,500.00	569.71	2,742.89	1,757.11	39.05 %
<u>11-500-5132500</u>	INSURANCE AND BONDS	13,750.00	13,750.00	0.00	12,536.98	1,213.02	8.82 %
<u>11-500-5132555</u>	INSURANCE BROKER FEE	1,000.00	1,000.00	0.00	856.00	144.00	14.40 %
<u>11-500-5135500</u>	MAINTENANCE/SERVICE CONTRACTS	3,285.00	3,285.00	174.16	1,443.76	1,841.24	56.05 %
<u>11-500-5137500</u>	MEETINGS AND TRAINING	10,000.00	10,000.00	0.00	878.40	9,121.60	91.22 %
<u>11-500-5142000</u>	MILEAGE	100.00	100.00	0.00	0.00	100.00	100.00 %
<u>11-500-5142500</u>	MISCELLANEOUS	500.00	500.00	0.00	38.00	462.00	92.40 %
11-500-5147500	NEWSPAPER PUBLICATIONS	400.00	400.00	0.00	-61.32	461.32	115.33 %
<u>11-500-5148000</u>	LEGAL ADS REIMBURSABLE	500.00	500.00	134.64	468.72	31.28	6.26 %
<u>11-500-5149900</u>	OFFICE FORMS & PRINTING	250.00	250.00	0.00	0.00	250.00	100.00 %
<u>11-500-5150000</u>	OFFICE SUPPLIES	3,600.00	3,600.00	43.64	711.91	2,888.09	80.22 %
<u>11-500-5150100</u>	OFFICE EQUIPMENT REPAIRS	1,500.00	1,500.00	0.00	211.00	1,289.00	85.93 %
<u>11-500-5157500</u>	POSTAGE AND FREIGHT	1,000.00	1,000.00	144.20	1,287.76	-287.76	-28.78 %
<u>11-500-5160000</u>	PROFESSIONAL FEES	24,170.00	24,170.00	-569.61	3,002.68	21,167.32	87.58 %
<u>11-500-5160150</u>	PROMOTIONAL ITEMS	2,000.00	2,000.00	0.00 490.00	0.00	2,000.00 1,767.50	100.00 %
<u>11-500-5160500</u>	PROF FEE - COMMERCIAL PLAN REVI	10,000.00	10,000.00	0.00	8,232.50 170.46	829.54	17.68 %
<u>11-500-5175000</u> <u>11-500-5177500</u>	SUPPLIES TELECOMMUNICATIONS	1,000.00 8,000.00	1,000.00 8,000.00	286.77	2,406.14	5,593.86	82.95 % 69.92 %
11-500-5181000	TRACKABLE ASSETS < \$5,000	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-500-5185000</u> <u>11-500-5185000</u>	VEHICLE MAINTENANCE	750.00	750.00	5.79	53.75	696.25	92.83 %
<u>11-500-5185500</u>	VEHICLE REPAIRS	750.00	750.00	0.00	0.00	750.00	100.00 %
11-500-5250000	SALARIES	422,042.00	422,042.00	26,404.20	190,398.97	231,643.03	54.89 %
11-500-5250500	PAYROLL TAXES	32,608.00	32,608.00	1,911.61	14,373.38	18,234.62	55.92 %
11-500-5251000	GROUP INSURANCE	81,436.00	81,436.00	5,936.90	37,783.42	43,652.58	53.60 %
11-500-5251500	LAGERS	64,150.00	64,150.00	4,013.43	28,340.19	35,809.81	55.82 %
11-500-5253500	WELLNESS PROGRAM	500.00	500.00	0.00	0.00	500.00	100.00 %
11-500-5254000	UNIFORMS	200.00	200.00	0.00	282.10	-82.10	-41.05 %
11-500-5255000	WORK COMP PREMIUM	8,812.00	8,812.00	0.00	9,353.94	-541.94	-6.15 %
11-500-5490001	TRANSFERS OUT-CENTRAL GARAGE	2,332.00	2,332.00	0.00	0.00	2,332.00	100.00 %
	: 500 - PLANNING & DEVELOPMENT Total:	731,995.00	731,995.00	41,925.49	334,146.35	397,848.65	54.35 %
Department: 600 - STORM	WATER						
11-600-5110503	COMPUTER SERVICES	0.00	0.00	1,039.03	6,937.75	-6,937.75	0.00 %
				,	-,	-,	

7/20/2022 2:11:22 PM Page 17 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>11-600-5116500</u>	DRAINAGE PROJECTS	8,000.00	8,000.00	0.00	156.38	7,843.62	98.05 %
<u>11-600-5117500</u>	DUES, LICENSES & MEMBERSHIPS	500.00	500.00	0.00	255.00	245.00	49.00 %
<u>11-600-5120000</u>	Employment Costs	0.00	0.00	0.00	44.32	-44.32	0.00 %
11-600-5122500	EQUIPMENT MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-600-5123000</u>	EQUIPMENT REPAIRS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-600-5130000</u>	GASOLINE & DIESEL	2,000.00	2,000.00	361.67	1,258.40	741.60	37.08 %
<u>11-600-5130050</u>	GRANT EXPENSE	0.00	0.00	0.00	2,399.98	-2,399.98	0.00 %
11-600-5135500	MAINTENANCE/SERVICE CONTRACTS	4,500.00	4,500.00	0.00	4,500.00	0.00	0.00 %
<u>11-600-5137500</u>	MEETINGS AND TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<u>11-600-5142500</u>	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-600-5150000</u>	OFFICE SUPPLIES	200.00	200.00	6.25	120.07	79.93	39.97 %
<u>11-600-5157500</u>	Postage and Freight	0.00	0.00	8.28	80.49	-80.49	0.00 %
<u>11-600-5160000</u>	PROFESSIONAL FEES	2,500.00	2,500.00	330.18	2,827.28	-327.28	-13.09 %
<u>11-600-5165003</u>	PUBLIC EDUCATION	10,500.00	10,500.00	0.00	10,000.00	500.00	4.76 %
<u>11-600-5175000</u>	SUPPLIES	8,000.00	8,000.00	219.14	219.14	7,780.86	97.26 %
<u>11-600-5175500</u>	STORMWATER REIMBURSEABLE FEES	11,000.00	11,000.00	881.75	3,442.26	7,557.74	68.71 %
<u>11-600-5176001</u>	STORMWATER SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-600-5177500</u>	Telecommunications	0.00	0.00	15.00	150.00	-150.00	0.00 %
<u>11-600-5181000</u>	TRACKABLE ASSETS < \$5,000	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>11-600-5185000</u>	VEHICLE MAINTENANCE	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-600-5185500</u>	VEHICLE REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>11-600-5452500</u>	CAPITAL-INFRASTRUCTURE	944,358.00	944,358.00	46,368.80	458,349.40	486,008.60	51.46 %
	Department: 600 - STORM WATER Total:	1,000,058.00	1,000,058.00	49,230.10	490,740.47	509,317.53	50.93 %
	Expense Total:	15,669,914.00	15,960,338.47	928,594.33	5,955,492.37	10,004,846.10	62.69 %
	Fund: 11 - GENERAL Surplus (Deficit):	-2,986,307.00	-3,236,731.47	70,627.68	182,607.10	3,419,338.57	105.64 %

7/20/2022 2:11:22 PM Page 18 of 22

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Fund: 13 - STREET							
Revenue							
Department: 300 - STREET							
13-300-40112	TRANSFERS IN-CENTRAL GARAGE	46,471.00	46,471.00	0.00	0.00	-46,471.00	100.00 %
13-300-40200	INCOME - INTEREST	18,500.00	18,500.00	2,853.10	8,868.20	-9,631.80	52.06 %
<u>13-300-40700</u>	INCOME - GRANTS	3,901,300.00	3,901,300.00	7,107.18	189,113.89	-3,712,186.11	95.15 %
<u>13-300-41300</u>	INCOME - PROJECT REIMBURSEMENT	0.00	0.00	0.00	195,170.01	195,170.01	0.00 %
<u>13-300-41508</u>	INCOME - RESTITUTION	0.00	0.00	0.00	2,475.00	2,475.00	0.00 %
<u>13-300-42004</u>	INCOME - MO MOTOR FUEL TAX	499,000.00	499,000.00	48,339.76	279,262.86	-219,737.14	44.04 %
<u>13-300-42505</u>	INCOME - MO MOTOR VEHICLE FEE	98,000.00	98,000.00	8,259.56	46,411.57	-51,588.43	52.64 %
<u>13-300-43004</u>	INCOME - MO MOTOR VEHICLE SALES	215,000.00	215,000.00	15,663.96	88,918.72	-126,081.28	58.64 %
<u>13-300-43500</u>	Miscellaneous Income	2,000.00	2,000.00	1.39	4,023.63	2,023.63	201.18 %
13-300-44000	INCOME - TAXES - 1/2 CENT TRANSP	1,777,814.00	1,777,814.00	157,931.85	841,476.57	-936,337.43	52.67 %
<u>13-300-45100</u>	INCOME - SURPLUS SALES	119,000.00	119,000.00	231.00	2,767.77	-116,232.23	97.67 %
	Department: 300 - STREET Total:	6,677,085.00	6,677,085.00	240,387.80	1,658,488.22	-5,018,596.78	75.16 %
	Revenue Total:	6,677,085.00	6,677,085.00	240,387.80	1,658,488.22	-5,018,596.78	75.16 %
Expense							
Department: 300 - STREET							
13-300-5100100	ADMINISTRATION FEES	267,021.00	267,021.00	22,251.75	133,510.50	133,510.50	50.00 %
13-300-5100500	ADA COMPLIANCE SIDEWALKS	100,000.00	100,000.00	70.10	1,470.52	98,529.48	98.53 %
13-300-5102550	AUDIT EXPENSE	3,000.00	3,000.00	0.00	2,025.00	975.00	32.50 %
<u>13-300-5105000</u>	BUILDING MAINTENANCE - SUPPLIES	2,000.00	2,000.00	13.71	142.73	1,857.27	92.86 %
<u>13-300-5105500</u>	BUILDING MAINTENANCE SERVICES	2,000.00	2,000.00	251.45	1,309.83	690.17	34.51 %
13-300-5106000	BUILDING REPAIRS	13,000.00	13,000.00	44.61	1,457.04	11,542.96	88.79 %
<u>13-300-5110000</u>	COMPUTER SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>13-300-5110102</u>	COMPUTER SOFTWARE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
13-300-5110503	COMPUTER SERVICES	24,440.00	24,440.00	1,548.73	12,153.07	12,286.93	50.27 %
<u>13-300-5111000</u>	COMPUTER EQUIPMENT	4,050.00	4,050.00	0.00	3,675.52	374.48	9.25 %
<u>13-300-5117500</u>	DUES, LICENSES & MEMBERSHIPS	12,000.00	12,000.00	53.75	11,142.28	857.72	7.15 %
13-300-5118000	ECONOMIC DEVELOPMENT	28,875.00	28,875.00	218.75	656.25	28,218.75	97.73 %
<u>13-300-5118500</u>	EMERGENCY MANAGEMENT	250.00	250.00	0.00	0.00	250.00	100.00 %
<u>13-300-5120000</u>	EMPLOYMENT COSTS	500.00	500.00	229.45	706.43	-206.43	-41.29 %
<u>13-300-5122500</u>	EQUIPMENT MAINTENANCE	4,500.00	4,500.00	88.40	3,490.81	1,009.19	22.43 %
<u>13-300-5123000</u>	EQUIPMENT REPAIRS	10,000.00	10,000.00	707.99	5,776.49	4,223.51	42.24 %
<u>13-300-5123500</u>	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	27.50	1,972.50	98.63 %
<u>13-300-5124500</u>	FACILITIES SUPPLIES	1,500.00	1,500.00	85.17	413.80	1,086.20	72.41 %
<u>13-300-5127500</u>	FIRST AID CLAIMS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>13-300-5130000</u>	GASOLINE & DIESEL	38,000.00	38,000.00	6,755.12	28,503.10	9,496.90	24.99 %
13-300-5132500	INSURANCE AND BONDS	30,000.00	30,000.00	0.00	28,740.60	1,259.40	4.20 %
<u>13-300-5132555</u>	INSURANCE BROKER FEE	2,050.00	2,050.00	0.00	1,942.00	108.00	5.27 %
<u>13-300-5132560</u>	JANITORIAL SUPPLIES MAINTENANCE PROGRAM	500.00	500.00 550,000.00	82.96	504.79	-4.79	-0.96 %
<u>13-300-5135100</u>		550,000.00 5,380.00	5,380.00	387,942.14	397,795.73 2,383.25	152,204.27	27.67 % 55.70 %
<u>13-300-5135500</u> 13-300-5137500	MAINTENANCE/SERVICE CONTRACTS MEETINGS AND TRAINING	5,700.00	5,700.00	101.66 0.00	2,383.25 507.56	2,996.75 5,192.44	91.10 %
13-300-5142000	MILEAGE	200.00	200.00	0.00	2.94	197.06	98.53 %
13-300-5142500	MISCELLANEOUS	2,000.00	2,000.00	0.00	66.73	1,933.27	96.66 %
13-300-5143501	MOWING SUPPLIES	2,000.00	2,000.00	89.94	660.58	1,339.42	66.97 %
13-300-5145000	NATURAL GAS	4,000.00	4,000.00	44.57	3,632.30	367.70	9.19 %
13-300-5147500	NEWSPAPER PUBLICATIONS	50.00	50.00	0.00	12.24	37.76	75.52 %
13-300-5149900	OFFICE FORMS & PRINTING	250.00	250.00	0.00	0.00	250.00	100.00 %
13-300-5150000	OFFICE SUPPLIES	1,400.00	1,400.00	45.91	575.37	824.63	58.90 %
13-300-5157500	POSTAGE AND FREIGHT	150.00	150.00	55.45	324.82	-174.82	-116.55 %
13-300-5160000	PROFESSIONAL FEES	23,987.00	23,987.00	238.72	9,826.71	14,160.29	59.03 %
13-300-5160150	PROMOTIONAL ITEMS	1,000.00	1,000.00	0.00	334.77	665.23	66.52 %
13-300-5165000	RANDOM TESTING	500.00	500.00	115.00	182.00	318.00	63.60 %
<u>13-300-5167000</u>	SAFETY PROGRAM	1,000.00	1,000.00	21.16	1,024.04	-24.04	-2.40 %
<u>13-300-5170500</u>	SALT AND DEICING	20,000.00	20,000.00	0.00	479.91	19,520.09	97.60 %
<u>13-300-5172500</u>	SHOP SUPPLIES	5,000.00	5,000.00	138.71	1,404.72	3,595.28	71.91 %

7/20/2022 2:11:22 PM Page 19 of 22

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
13-300-5173003	SIGNS AND POSTS	10,000.00	10,000.00	118.37	3,715.26	6,284.74	62.85 %
13-300-5173500	STREET MATERIALS	5,000.00	5,000.00	1,712.83	4,136.18	863.82	17.28 %
13-300-5174001	TRAFFIC MARKING	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<u>13-300-5174501</u>	TRAFFIC SIGNALS	43,000.00	43,000.00	0.00	0.00	43,000.00	100.00 %
<u>13-300-5175000</u>	SUPPLIES	4,000.00	4,000.00	87.43	1,114.37	2,885.63	72.14 %
<u>13-300-5177500</u>	TELECOMMUNICATIONS	6,000.00	6,000.00	276.26	2,723.16	3,276.84	54.61 %
<u>13-300-5181000</u>	TRACKABLE ASSETS < \$5,000	15,000.00	15,000.00	0.00	5,143.65	9,856.35	65.71 %
13-300-5184900	VEHICLE LEASE	46,000.00	46,000.00	0.00	0.00	46,000.00	100.00 %
<u>13-300-5185000</u>	VEHICLE MAINTENANCE	3,000.00	3,000.00	55.51	2,392.01	607.99	20.27 %
<u>13-300-5185500</u>	VEHICLE REPAIRS	4,000.00	4,000.00	0.00	4,137.18	-137.18	-3.43 %
<u>13-300-5187501</u>	WEED ABATEMENT	2,500.00	2,500.00	1,066.55	2,110.01	389.99	15.60 %
<u>13-300-5250000</u>	SALARIES	625,803.00	625,803.00	46,277.48	272,896.17	352,906.83	56.39 %
<u>13-300-5250500</u>	PAYROLL TAXES	48,478.00	48,478.00	3,164.02	19,283.00	29,195.00	60.22 %
<u>13-300-5251000</u>	GROUP INSURANCE	164,838.00	164,838.00	13,390.71	81,925.43	82,912.57	50.30 %
<u>13-300-5251500</u>	LAGERS	95,122.00	95,122.00	6,552.47	39,115.60	56,006.40	58.88 %
<u>13-300-5252500</u>	EDUCATION	250.00	250.00	0.00	0.00	250.00	100.00 %
<u>13-300-5253500</u>	WELLNESS PROGRAM	250.00	250.00	0.00	0.00	250.00	100.00 %
13-300-5254000	UNIFORMS	3,500.00	3,500.00	191.37	1,455.32	2,044.68	58.42 %
<u>13-300-5255000</u>	WORK COMP PREMIUM	35,898.00	35,898.00	0.00	28,051.14	7,846.86	21.86 %
<u>13-300-5280000</u>	EQUIPMENT PROGRAM	12,000.00	12,000.00	0.00	8,116.96	3,883.04	32.36 %
<u>13-300-5450500</u>	CAPITAL-BUILDING	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
<u>13-300-5451000</u>	CAPITAL-IMPROVEMENTS	45,000.00	45,000.00	45,717.23	62,876.01	-17,876.01	-39.72 %
<u>13-300-5451004</u>	CAPITAL-IMPROVEMENTS-BUILDING	12,500.00	12,500.00	0.00	1,101.85	11,398.15	91.19 %
<u>13-300-5452000</u>	CAPITAL-EQUIPMENT	454,400.00	454,400.00	15,773.00	28,793.00	425,607.00	93.66 %
<u>13-300-5452500</u>	CAPITAL-INFRASTRUCTURE	5,462,236.00	5,462,236.00	1,907.82	115,187.25	5,347,048.75	97.89 %
	Department: 300 - STREET Total:	0 204 570 00	0 204 570 00	557,486.25	1,341,135.48	7,043,442.52	84.00 %
	Department. 300 - 31NEET Total.	8,384,578.00	8,384,578.00	337,400.23	1,341,133.40	7,043,442.32	84.00 /8
Department: 350 - CEN	·	8,384,578.00	6,364,376.00	337,460.23	1,341,133.40	7,043,442.32	34.00 %
Department: 350 - CEN 13-350-5105000	·	1,000.00	1,000.00	64.38	87.46	912.54	91.25 %
•	TRAL GARAGE						
13-350-5105000	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES	1,000.00	1,000.00	64.38	87.46	912.54	91.25 %
13-350-5105000 13-350-5105500	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES	1,000.00 1,500.00	1,000.00 1,500.00	64.38 271.96	87.46 1,791.19	912.54	91.25 % -19.41 %
13-350-5105000 13-350-5105500 13-350-5106000	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS	1,000.00 1,500.00 1,000.00	1,000.00 1,500.00 1,000.00	64.38 271.96 76.75	87.46 1,791.19 2,217.20	912.54 -291.19 -1,217.20	91.25 % -19.41 % -121.72 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES	1,000.00 1,500.00 1,000.00 100.00	1,000.00 1,500.00 1,000.00 100.00	64.38 271.96 76.75 0.00	87.46 1,791.19 2,217.20 0.00	912.54 -291.19 -1,217.20 100.00	91.25 % -19.41 % -121.72 % 100.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110102	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE	1,000.00 1,500.00 1,000.00 100.00 1,295.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00	64.38 271.96 76.75 0.00 0.00	87.46 1,791.19 2,217.20 0.00 0.00	912.54 -291.19 -1,217.20 100.00 1,295.00	91.25 % -19.41 % -121.72 % 100.00 % 100.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110102 13-350-5110503	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00	64.38 271.96 76.75 0.00 0.00	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110102 13-350-5110503 13-350-5111000	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00	64.38 271.96 76.75 0.00 0.00 1,242.65	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110102 13-350-5110503 13-350-5111000 13-350-5120000 13-350-5122500 13-350-5123000	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 % 0.00 % 87.41 % 94.29 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110102 13-350-5110503 13-350-5111000 13-350-5120000 13-350-5122500	TRAL GARAGE BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110503 13-350-5111000 13-350-511000 13-350-5120000 13-350-5122500 13-350-5123000 13-350-5123500 13-350-5123500 13-350-5124500	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 200.00 0.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 0.00 0.00	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110503 13-350-5111000 13-350-5111000 13-350-5120000 13-350-5122500 13-350-5123500 13-350-5123500 13-350-5124500 13-350-5132560	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 200.00 0.00 0.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 0.00 28.93 11.26	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110503 13-350-5111000 13-350-5111000 13-350-5120000 13-350-5122500 13-350-5123500 13-350-5123500 13-350-5123500 13-350-5135500	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies Maintenance/Service Contracts	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 0.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 0.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 0.00 28.93 11.26 38.97	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45 119.33	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45 -119.33	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110503 13-350-5111000 13-350-5111000 13-350-5120000 13-350-5122500 13-350-5123500 13-350-5123500 13-350-5123500 13-350-5132560 13-350-5135500 13-350-5135500 13-350-5135500	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies Maintenance/Service Contracts MISCELLANEOUS	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 0.00 0.00 500.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 0.00 0.00 500.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 28.93 11.26 38.97 0.00	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45 119.33 0.00	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45 -119.33 500.00	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 % 100.00 %
13-350-5105000 13-350-5105500 13-350-5106000 13-350-5110000 13-350-5110503 13-350-5111000 13-350-5111000 13-350-5120000 13-350-5122500 13-350-5123500 13-350-5123500 13-350-5123500 13-350-5132560 13-350-5135500 13-350-5135500 13-350-5145000	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies Maintenance/Service Contracts MISCELLANEOUS Natural Gas	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 0.00 500.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 0.00 500.00 0.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 28.93 11.26 38.97 0.00 17.87	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45 119.33 0.00 1,757.76	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45 -119.33 500.00 -1,757.76	91.25 % -19.41 % -121.72 % 100.00 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 % 100.00 %
13-350-5105000 13-350-5105000 13-350-5106000 13-350-5110000 13-350-511000 13-350-5111000 13-350-5111000 13-350-5120000 13-350-5123000 13-350-5123500 13-350-5123500 13-350-5132560 13-350-5135500 13-350-5135500 13-350-5145000 13-350-5145000 13-350-5145000 13-350-5145000 13-350-5150000	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies Maintenance/Service Contracts MISCELLANEOUS Natural Gas OFFICE SUPPLIES	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 500.00 0.00 250.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 2,000.00 1,000.00 200.00 0.00 0.00 500.00 0.00 250.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 28.93 11.26 38.97 0.00 17.87 6.25	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45 119.33 0.00 1,757.76 275.17	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45 -119.33 500.00 -1,757.76 -25.17	91.25 % -19.41 % -121.72 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 % 100.00 %
13-350-5105000 13-350-5105000 13-350-5106000 13-350-5110000 13-350-5110000 13-350-5110503 13-350-5111000 13-350-5120000 13-350-5122500 13-350-5123500 13-350-5123500 13-350-5132560 13-350-5135500 13-350-5135500 13-350-5145000 13-350-5145000 13-350-5150000 13-350-5150000 13-350-5150000	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies Maintenance/Service Contracts MISCELLANEOUS Natural Gas OFFICE SUPPLIES Postage and Freight	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 500.00 0.00 250.00 0.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 2,000.00 1,000.00 200.00 0.00 500.00 0.00 250.00 0.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 28.93 11.26 38.97 0.00 17.87 6.25 7.22	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45 119.33 0.00 1,757.76 275.17 28.47	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45 -119.33 500.00 -1,757.76 -25.17 -28.47	91.25 % -19.41 % -121.72 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 % 100.00 % -10.07 % 0.00 %
13-350-5105000 13-350-5105000 13-350-5106000 13-350-5110000 13-350-5110000 13-350-5110000 13-350-5111000 13-350-5120000 13-350-5123500 13-350-5123500 13-350-5123500 13-350-5132560 13-350-5132560 13-350-5135500 13-350-5145000 13-350-5145000 13-350-5150000 13-350-5150000 13-350-5150000 13-350-5150000 13-350-5157500 13-350-5157500 13-350-5150000	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies Maintenance/Service Contracts MISCELLANEOUS Natural Gas OFFICE SUPPLIES Postage and Freight Random Testing	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 500.00 0.00 250.00 0.00	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 2,000.00 1,000.00 200.00 0.00 500.00 0.00 250.00 0.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 28.93 11.26 38.97 0.00 17.87 6.25 7.22 0.00	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45 119.33 0.00 1,757.76 275.17 28.47 109.00	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45 -119.33 500.00 -1,757.76 -25.17 -28.47 -109.00	91.25 % -19.41 % -121.72 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 % 100.00 % -10.07 % 0.00 % 0.00 %
13-350-5105000 13-350-5105000 13-350-5106000 13-350-5110000 13-350-5110000 13-350-5110503 13-350-5111000 13-350-5120000 13-350-5122500 13-350-5123500 13-350-5123500 13-350-5132560 13-350-5132560 13-350-5135500 13-350-5145000 13-350-5150000 13-350-5150000 13-350-5150000 13-350-5150000 13-350-5165000 13-350-5165000 13-350-5165000	BUILDING MAINTENANCE - SUPPLIES BUILDING MAINTENANCE SERVICES BUILDING REPAIRS COMPUTER SUPPLIES COMPUTER SOFTWARE COMPUTER SERVICES COMPUTER EQUIPMENT Employment Costs EQUIPMENT MAINTENANCE EQUIPMENT REPAIRS EQUIPMENT REPAIRS EQUIPMENT RENTAL Facilities Supplies Janitorial Supplies Maintenance/Service Contracts MISCELLANEOUS Natural Gas OFFICE SUPPLIES Postage and Freight Random Testing Safety Program	1,000.00 1,500.00 1,000.00 100.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 500.00 0.00 250.00 0.00	1,000.00 1,500.00 1,000.00 1,000.00 1,295.00 4,386.00 4,500.00 0.00 2,000.00 1,000.00 0.00 0.00 500.00 0.00 250.00 0.00	64.38 271.96 76.75 0.00 0.00 1,242.65 0.00 0.00 0.00 0.00 28.93 11.26 38.97 0.00 17.87 6.25 7.22 0.00 0.00	87.46 1,791.19 2,217.20 0.00 0.00 7,154.47 0.00 40.14 251.71 57.14 0.00 297.30 334.45 119.33 0.00 1,757.76 275.17 28.47 109.00 32.07	912.54 -291.19 -1,217.20 100.00 1,295.00 -2,768.47 4,500.00 -40.14 1,748.29 942.86 200.00 -297.30 -334.45 -119.33 500.00 -1,757.76 -25.17 -28.47 -109.00 -32.07	91.25 % -19.41 % -121.72 % 100.00 % -63.12 % 100.00 % 87.41 % 94.29 % 100.00 % 0.00 % 0.00 % -0.00 % 0.00 % 0.00 % 0.00 % 0.00 % 0.00 %
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7/20/2022 2:11:22 PM Page 20 of 22

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
CAPITAL-EQUIPMENT	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 350 - CENTRAL GARAGE Total:	60,731.00	60,731.00	3,201.77	24,832.84	35,898.16	59.11 %
Expense Total:	8,445,309.00	8,445,309.00	560,688.02	1,365,968.32	7,079,340.68	83.83 %
Fund: 13 - STREET Surplus (Deficit):	-1,768,224.00	-1,768,224.00	-320,300.22	292,519.90	2,060,743.90	116.54 %
Report Surplus (Deficit):	-14,465,582.00	-16,358,990.47	753,786.36	1,785,634.02	18,144,624.49	110.92 %

7/20/2022 2:11:22 PM Page 21 of 22

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - ELECTRIC	-5,321,636.00	-5,607,336.00	765,049.21	1,151,071.68	6,758,407.68
02 - WATER	-1,680,204.00	-2,612,381.00	82,227.91	-99,524.02	2,512,856.98
03 - WASTE WATER	-1,066,045.00	-1,451,152.00	154,517.70	271,857.55	1,723,009.55
10 - ARPA	-1,643,166.00	-1,683,166.00	1,664.08	-12,898.19	1,670,267.81
11 - GENERAL	-2,986,307.00	-3,236,731.47	70,627.68	182,607.10	3,419,338.57
13 - STREET	-1,768,224.00	-1,768,224.00	-320,300.22	292,519.90	2,060,743.90
Report Surplus (Deficit):	-14,465,582.00	-16,358,990.47	753,786.36	1,785,634.02	18,144,624.49

7/20/2022 2:11:22 PM Page 22 of 22





City of Nixa, MO

Summary
Date Range: 01/01/2022 - 06/30/2022

Fund
01 - ELECTRIC

02 - WATER

03 - WASTE WATER

10 - ARPA

11 - GENERAL

13 - STREET

	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
	13,219,265.22	8,668,747.92	7,517,676.24	417,151.41	-260,261.07	14,213,446.56	14,213,446.56	0.00
	4,121,047.25	1,570,999.93	1,670,523.95	80,113.50	-71,090.07	4,012,499.80	4,012,499.80	0.00
	5,563,096.82	2,042,141.39	1,770,283.84	7,500.26	-81,752.60	5,909,206.71	5,909,206.71	0.00
	2,273,696.78	27,101.81	40,000.00	0.00	0.00	2,260,798.59	2,260,798.59	0.00
	9,764,013.64	6,138,099.47	5,955,492.37	9,373.29	-245,826.28	10,183,073.73	10,183,073.73	0.00
	3,419,625.91	1,658,488.22	1,365,968.32	0.00	-57,607.37	3,769,753.18	3,769,753.18	0.00
Report Total:	38,360,745.62	20,105,578.74	18,319,944.72	514,138.46	-716,537.39	40,348,778.57	40,348,778.57	0.00

7/20/2022 2:12:40 PM Page 1 of 1

CITY OF NIXA OFFICE OF THE MAYOR STATE OF MISSOURI

PROCLAMATION

WHEREAS, National Night Out is an annual community building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safter and more caring places to live; and

WHEREAS, it is essential that all citizens of the City of Nixa be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs, and violence in the City of Nixa; and

WHEREAS, the City of Nixa's annual National Night Out provides a unique opportunity for Nixa's residents, businesses, schools, and community organizations to join forces with thousands of other communities across the county; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of National Night Out programs; and

WHEREAS, the City of Nixa Police Department has continued their commitment to excellence in service and to working together with the community to keep them safe; and

WHEREAS, the City encourages its citizens to continue to help make our community a safer and more enjoyable place to live, work, and play and

NOW, THEREFORE, I, Brian Steele, Mayor of the City of Nixa, Missouri, do hereby proclaim August 2nd, 2022, as

"National Night Out"

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 25th day of July 2022.

	Mayor
ATTEST:	
	City Clerk

CITY OF NIXA OFFICE OF THE MAYOR STATE OF MISSOURI

PROCLAMATION

WHEREAS, the City of Nixa proudly supports its military veteran population; and

WHEREAS, the contributions and sacrifices of the men and women from Nixa who served in harm's way in the armed forces have been vital in maintaining the freedom and the way of life enjoyed by our citizens; and

WHEREAS, the Purple Heart is the oldest military decoration in use today which evolved from the Badge of Military Merit, created by General George Washington in 1782; and

WHEREAS, the Purple Heart is awarded to members of the United States Armed Forces that have been wounded or killed in combat with a declared enemy of the United States of America; and

WHEREAS, the City of Nixa appreciates the sacrifices our Purple Heart recipients have made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the support they have earned; and

WHEREAS, as we celebrate our freedom, we should be mindful that this is a gift of life given to each of us by the men and women who bravely served and continue to serve our country, and the ultimate sacrifices they have made on our behalf; and

WHEREAS, the City of Nixa encourages all residents to recognize and commend all active military men and women, veterans, and fallen military heroes, especially those who have gallantly earned a purple heart in the name of freedom.

NOW, THEREFORE, I, Brian Steele, Mayor of the City of Nixa, Missouri, do hereby proclaim August 7th, 2022, as

"Purple Heart Day"

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 25th day of July 2022.

	J
ATTEST:	
	City Clerk

Mayor



Issue: Truman Blvd. Construction Project

Date: July 25th, 2022

Submitted By: Jeff Roussell, Street Superintendent

Background

In 2015 the city hired CJW Transportation to develop preliminary construction plans for the extension of Truman Blvd. This corridor was identified as a needed improvement to provide for an additional North/South corridor in southwest Nixa to alleviate traffic congestion, accommodate future growth, and eliminate an unsafe existing corridor (Norton Rd.). In addition to the road improvements, water and electric plans were also developed for the project.

In April of 2018 a roadway Functional Classification Change request was submitted to the OTO (Ozarks Transportation Organization) and FHWA (Federal Highway Administration) to add the corridor to the Major Thoroughfare Plan. The request for functional classification change was approved allowing for the use of federal funds. The city was then able to enter into a 80% FHWA - 20% City cost share program for construction. Shortly after this time Truman Blvd. was also added to the cities TIP (Transportation Improvement Program) through the OTO and funds were secured for construction.

Fast forward to late 2020 and early 2021. Staff completed negotiations for all needed right-of-way, easements, and meet all the requirements set forth by FHWA (environmental reviews, archeological studies final design, etc.) Following approval by FHWA and MoDOT, the city bid the project with a June, 2023 final completion date.

Analysis

This CIP project, including Street, Water, and Electric improvements received four bids ranging from \$2,607,964.00 to \$3,071,588.36. D&E Plumbing has submitted the lowest responsible bid for \$2,607,964.00. Due to the increase in material and construction costs this year, the Street and Water portions of the bid do exceed budgeted amounts. Electric Dept. bids (\$226,595.00 low bid) are within budgeted amounts. The following shows the difference between the budgeted amount and the bid price for the Water and Street segments.

Water Dept. Budget \$130,000.00 Bid Amount - \$336,800.00 Difference = \$206,800.00
 Street Dept Budget \$1,757,816.00 Bid Amount - \$2,044,569.00 Difference = \$289,175.00

The attached Ordinance includes a budget amendment for both Streets and Water Departments in addition to authorizing the City Administrator to enter into a contract with D&E Plumbing in the amount of \$2,607,964.00.



Recommendation

It is staff's recommendation to award this bid to D & E Plumbing and to provide the requested budget amendments for the Street and Water Departments.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH D&E PLUMBING FOR CERTAIN IMPROVEMENTS TO TRUMAN BOULEVARD AND AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR SAID CONTRACT.

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WHEREAS City staff have solicited proposals for certain improvements to Truman Boulevard, said improvements being identified as Project Nos. STBG-9901(832) and CJW-15018C; and

WHEREAS at the conclusion of the solicitation process, City staff determined that D&E Plumbing, submitted the lowest and most qualified proposal; and

WHEREAS City Council desires to authorize the execution of the Contract, attached hereto as "Council Bill Exhibit A," for the purpose described therein; and

WHEREAS Section 67.040 RSMo. provides that after a budget has been approved no increase in the revenues or expenditures from any fund shall be made unless the governing body adopts a measure setting forth the facts and reasons making the increase necessary and authorizing the increase; and

WHEREAS Section 8.7 of the City Charter authorizes the City Council to amend budgeted revenues and expenditures upon the request of the City Administrator; and

WHEREAS the City Administrator has requested a budget amendment as reflected in "Council Bill Exhibit B" and for the purposes referenced therein; and

WHEREAS the City Council desires to amend the City's 2022 budget for the purposes identified herein.

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

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit A," with D&E Plumbing. Said Contract shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit A."

SECTION 2: The City of Nixa's 2022 Annual Budget is hereby amended in the accounts and the amounts as shown on "Council Bill Exhibit B," which is attached hereto and incorporated herein by this reference.

SECTION 3: City Council finds that the budget amendment enacted by this Ordinance has been recommended by the City Administrator. The City Administrator is directed to cause the appropriate accounting entries to be made in the books and records of the City to reflect the budget amendment enacted by this Ordinance.

COUNCIL BILL NO. 2022-074

CINDINATIOE NO.	ORDIN	ANCE	NO.		
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47 48 49 50	SECTION 4: The City Administrator and th authorized to do all things necessary or convenient this Ordinance.	
51	SECTION 5: This Ordinance shall be in full for	
52	passage by the City Council and after its approval by	the Mayor, subject to the provisions
53 54	of section 3.11(g) of the City Charter.	
55		
56	ADOPTED BY THE COUNCIL THIS DAY OF	, 2022.
57		·
58		ATTEST:
59		
60 61	PRESIDING OFFICER	CITY CLERK
62	TREGIDING OF FIGER	OH F OLLING
63		
64	APPROVED BY THE MAYOR THIS DAY OF	, 2022.
65		ATTECT.
66 67		ATTEST:
68		
69	MAYOR	CITY CLERK
70		
71	ADDDOV/5D AC TO 50DM	
72 73	APPROVED AS TO FORM:	
73 74		
75	CITY ATTORNEY	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the <u>City of Ni</u>	ха,
(hereinafter referred to as the Owner) and D&E Plumbing	
of 1112 Falcon Crest Ct, Nixa, MO 65714 , (herein referred to as the Contractor).	
WITNESSETH: That for and in consideration of the acceptance of Contractor's	
contract to said Contractor by the Owner and in further consideration of the agreements of the parties	herein contained,
to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the	parties as follows, to wit:
designated and marked:	
Public Improvements for Truman Boulevard Roadway Extension	STBG-9901(832)
Public Improvements for Truman Boulevard Roadway Extension Public Improvements for Truman Boulevard Electrical and Waterline Extensions	STBG-9901(832) CJW-15018C

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

part hereof as fully as set out herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner, and in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor. The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals. IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this __ day of ______, 20____. Jimmy Liles , acting by and through the City of Nixa City Administrator, City of Nixa ATTEST: (SEAL) City Clerk, Rebekka Coffey D&E Plumbing Authorized Contractor Signature

Printed Name of Signatory

[Attest Person Title Here and Printed Name]

ATTEST: (SEAL)

City of Nixa, MO Budget Amendment

Budget Amendment Amount	<u>Fund</u>	G/L Description	G/L Line #	Revenue Source
\$206,800	02 – Water	Infrastructure	02-800-5452500	Current
	Project W2021-05 13 - Streets	Infrastructure	13-300-5452500	Current
\$289,175	Project ST2021-05			

Explanation: To amend the current budget of the City of Nixa to appropriate additional funds for a Capital Improvement Project to extend Truman Blvd.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Administrator, purs	suant to City	Charter section 8.7.	
			Jimmy Liles, City Administrator
Authorized by Pas	sage of Ordi	nance No	
Date of Passage:			
Total Budget Ame	ndments by	Department Year to Da	ate:
Electric	\$285,700	•	
Water	\$932,177	(net)	
Wastewater	\$385,107		
ARPA	\$40,000		
Admin	\$92,595	(net)	
Police	\$110,329		
Street			
Park	\$47,500		
Planning &			
Development			

\$1,893,408

TOTAL



Issue: Memorandum of Understanding with Nixa School District Regarding Law

Enforcement

Date: July 21, 2022

Submitted By: Joe Campbell, Chief of Police

Background

Recently, the Nixa School District has reached out to the Nixa Police Department with a request to enter a Memorandum of Understanding concerning certain law enforcement duties and authority concerning their school police. As permitted by state statute, the Nixa School District has initiated the process to create and commission their own School Police Officers. This would allow School Police Officers to be commissioned by the Nixa School Board and enforcement certain state laws on their property, busses and at locations where school events are held.

As part of the process the School District must sign memorandums of understanding (MOU) with all local law enforcement agencies within their district. This MOU defines the powers and scope of law enforcement duties of the school police.

Analysis

As defined by state statue, the Nixa School Police will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU. SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses. They will not investigate the following types of cases:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a SRO (including all officer-related shooting or use-of-force Incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;



- g. Missing persons
- h. Nixa Municipal Ordinances
- i. Any matter mutually agreed by School District SROs and NPD

Recommendation

Staff has reviewed this MOU and recommends approval.

1 2 3	AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NIXA PUBLIC SCHOOLS FOR CERTAIN LAW ENFORCEMENT SERVICES.
4	SCHOOLS FOR CERTAIN LAW ENFORCEMENT SERVICES.
5	
6	WHEREAS Nixa Public Schools has commissioned school officers as licenses
7	peace officers; and
8	
9	WHEREAS Missouri law requires that Public Schools seeking to commission
10	school officers as licensed peace officers must execute a Memorandum of Understanding
11	with local law enforcement jurisdictions; and
12 13	WHEREAS such a Memorandum of Understanding has been prepared and is
14	attached hereto as "Council Bill Exhibit A"; and
15	attactica ficreto as Codifici bili Exhibit A , and
16	WHEREAS City Council desires to authorize the execution of the Memorandum o
17	Understanding, attached hereto as "Council Bill Exhibit A," for the purpose described
18	therein.
19	
20	NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21	NIXA, AS FOLLOWS, THAT:
22	
23	SECTION 1: The Mayor, or designee, is hereby authorized to execute the
24	Memorandum of Understanding attached hereto, and incorporated herein by this
25 26	reference, as "Council Bill Exhibit A," with Nixa Public Schools. Said document shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit A."
26 27	in substantially similar form as the document attached hereto as Council bill Exhibit A.
28	SECTION 2: The Mayor and the officers of the City are hereby authorized to do al
29	things necessary or convenient to carry out the terms and intent of this Ordinance.
30	
31	SECTION 3: This Ordinance shall be in full force and effect from and after its fina
32	passage by the City Council and after its approval by the Mayor, subject to the provisions
33	of section 3.11(g) of the City Charter.
34	
35	ADODTED BY THE COUNCIL THE DAY OF 1999
36	ADOPTED BY THE COUNCIL THIS DAY OF, 2022.
37	ATTEST:
38 39	ATTEST.
40	
41	PRESIDING OFFICER CITY CLERK
42	• • • • • • • • • • • • • • • • • • •
43	
44	APPROVED BY THE MAYOR THIS DAY OF, 2022.
45	
46	ATTEST:

	COUNCIL BILL NO. 2022-075	ORDINANCE NO	
47			
48			
49	MAYOR	CITY CLERK	
50			
51			
52	APPROVED AS TO FORM:		
53			
54			
55	CITY ATTORNEY		

CITY ATTORNEY

COUNCIL BILL EXHIBIT A

MEMORANDUM OF UNDERSTANDING REGARDING LAW ENFORCEMENT SERVICES

THIS MEMOR	RANDUM OF UN	DERSTANDING (tl	he "MOU"	or "Agreer	nent"), i	s made
and entered into this	day of	, 2022, by	the City of	f Nixa, Mis	souri ar	d Nixa
Public Schools ("Scho	ol District").		•			

WITNESSETH:

THAT, WHEREAS, the City of Nixa Police Department (NPD) provides Law Enforcement services for the City of Nixa, Missouri; and

WHEREAS, the School District has, pursuant to Missouri Revised Statutes Section 162.215, commissioned school officers as licensed peace officers,

WHEREAS, Missouri law requires the parties to execute a Memorandum of Understanding because some of the locations at which School District's officers may be required to perform their police functions are located within the jurisdiction of NPD; and

WHEREAS, the parties agree and acknowledge that this MOU is intended to facilitate a clear understanding for the handling of school-related incidents, and serve the purposes contemplated by § 162.215, RSMo.;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the School District and NPD as follows:

- 1. Law Enforcement in General. In accordance with § 162.215, RSMo., the School District will authorize and commission School Resources Officers ("SROs") whose authority is limited to crimes occurring on School District premises and property, on School District buses, and at School District activities.
 - a. SROs shall be licensed peace officers, as defined in §590.010, 115Mo. and shall comply with the provisions of Chapter 590. The powers and duties of a peace officer shall continue throughout the SROs' tenure as a commissioned School Resource Officer. The SROs will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU.
 - b. Subject to Paragraph 2 of this MOU, SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses.
 - c. SROs shall abide by School District's Board Policies, Regulations, and Procedures and all terms and conditions defined within this MOU. SROs shall consult with and coordinate activities through the School District's superintendent or the superintendent's designee.
 - d. The parties acknowledge and agree that this MOU does not grant an SRO statewide arrest authority.
- 2. Special Cases Requiring NPD Support. NPD agrees to respond to, investigate, and otherwise handle all issues arising from the following types of cases on School District's premises and property, on School District's school buses, and at District's school activities located within NPD jurisdiction:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a SRO (including all officer-related shooting or use-of-force Incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;
- g. Missing persons; and
- h. Any matter mutually agreed by School District SROs and NPD Command Staff (with approval by the NPD Chief) to require NPD involvement.
- 3. Request for NPD Services. When any case involving one of the subject matters listed in Paragraph 2 of this Agreement arises within NPD jurisdiction on School District property, the SRO responding to the case shall secure the scene, ensure the safety of persons involved (call EMT if necessary, etc.), and immediately request NPD's assistance through the E 911 dispatch.
- 4. Exchange of Data. All information, data, and reports in the School District's possession and necessary for the carrying out of the work, shall be furnished to the NPD without charge, and the parties shall cooperate with each other in every way possible in carrying out the work. Nothing in this MOU shall require School District to disclose information protected by the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), or any other information in which the law recognizes a protection or privilege that may subject the School District to liability for unauthorized disclosure. NPS will continue to use NPD's radio channel for all radio traffic and calls for service dispatches.
- 5. Personnel. NPD represents that it will secure, at its own expense, all personnel required to perform the services called for under this contract by NPD. Such personnel shall not be employees of or have any contractual relationship with the School District. All of the services required to be performed by NPD hereunder will be performed by NPD or under NPD's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform sun services. None of the work or services covered by this contract shall be subcontracted without the written approval of the School District.
- 6. Term. The term of this Agreement shall be from August 1, 2022 to August 1, 2023. Thereafter the Agreement shall renew annually, unless either party terminates the Agreement as provided in this Agreement.
- 7. Payment. No payment shall be exchanged for the services described in this Agreement.
- 8. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 30 days prior to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by NPD under this contract shall at the option of the School District become its property; provided, that NPD shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any such breach of the contract by NPD.

- 9. Conflicts. No salaried officer or employee of the City of Nixa shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void.
- 10. Discrimination. NPD agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- 11. Liability. NPD hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of NPD police officers undertaken on School District's premises and property, on School District's school buses, and at District's school activities. The School District hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of School District SROs. Nothing herein shall be constructed to waive any sovereign, official, qualified or governmental immunity applicable to either party, its officers, councilmembers, agents or employees.
- 12. Notices. All notices required or permitted herein and required to be in writing may be given by First Class mail addressed to Joe Campbell, Chief of Police, Nixa Police Department, 715 West Center Circle, Nixa, MO 65714 and to Captain Jason Hartsell, Dir. of School Police, Nixa Public Schools, 301 S. Main St., Nixa, MO 65714. Notice shall be deemed effective upon the earlier of actual delivery, one (1) business day after posting with such courier service, or three (3) business days after deposit with the United States Postal Service in the manner above required.
- 13. Jurisdiction. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.
- 14. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

[signatures on following page]

NIXA PUBLIC SCHOOLS

CITY OF NIXA, MISSOURI

By Linda Daugherty, President of the Nixa Public Schools Board of Education		
Date:	Date:	_
Attest:		
Mike Copeland, Secretary of the Nixa Public Schools Board Of Education		
Date:		



Issue: AN ORDINANCE OF THE NIXA CITY COUNCIL AMENDING THE OFFICIAL ZONING

MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 0.38 ACRES LOCATED ALONG THE 900 BLOCK OF NORTH WESTVIEW DRIVE FROM NEIGHBORHOOD COMMERCIAL (NC) TO SINGLE-FAMILY RESIDENTIAL (R-1)

Date: July 11, 2022

Submitted By: Planning and Development Department

Background

Terry Fielder is the owner of 906 North Westview Drive. As the owner of the real property, Mr. Fielder has applied to rezone the site from the Neighborhood Commercial (NC) zoning to Single-Family residential (R-1) zoning. The subject property is located in the Young Addition Subdivision, which was originally platted in 1976. This property once featured a single-family house. Sometime in 2009, the home was demolished due to a fire and has been considered a vacant lot since.

Analysis

Land Use

The property subject to the application is presently vacant and contains no buildings or structures, just the remnants of a house foundation. The subject property is bounded by North Westview Drive to the west; Neighborhood Commercial zoned single-family residences to the north and south, and single-family residences zoned R-1 to the east. The general character of surrounding land uses is single-family residential.

The proposed land use change is consistent with the land uses in the vicinity.

Transportation

The subject property is directly served by North Westview Drive (local). Traffic to/from the subject property will come from/to Northview Road (collector). There is no existing pedestrian or multi-modal facility serving the site.

The impact of traffic generated from potential residential development of the subject property is not sizeable relative to the capacity of infrastructure serving the site.

Public Utilities (Water, Wastewater, Electric)

Municipal water, sanitary sewer, and electric utilities are immediately accessible to the site and are all sufficient in capacity to serve a single-family residential land use. The site is served by the Northeast



Regional Lift Station that has sufficient capacity to serve a single-family residential land use at this site. Water service to the site is of sufficient capacity to provide adequate fire suppression.

Stormwater Management

The subject property is not served by regional detention facilities and does not appear to be affected by flood hazard area or karst topography. Development of the site must conform to the City's regulations concerning stormwater management.

Other Public Services

The proposed zoning change could potentially add traffic and population to the City's jurisdiction, which will impact a variety of public services in proportion to those increases. Ideally, the impact of these additional residents and patrons will produce economies sufficient to cover additional costs.

Planning and Zoning Commission

A public hearing was held 7/5/2022 at the July regular meeting of the Planning and Zoning Commission. Staff presented the rezone. During the public hearing a representative of the property owner spoke. She mentioned that the property is under contract contingent on the rezone. She also spoke about the struggle and lack of interest on the listing when it was listed as commercial and how lenders were not offering traditional loans on the property. The rezone was unanimously approved by the Commission.

Recommendation

Staff recommends approval of this application.

RDINANCE NO.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA REZONING THE REAL PROPERTY GENERALLY LOCATED AT 906 WESTVIEW DRIVE FROM A NEIGHBORHOOD COMMERCIAL DISTRICT TO AN R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT.

WHEREAS an application has been filed for a zoning change of the property generally located at 906 Westview Drive, said Application is attached hereto as "Council Bill Exhibit A": and

WHEREAS the Application requests that the City Council rezone said property from the Neighborhood Commercial District to the R-1 Single-Family Residential District; and

WHEREAS the Planning and Zoning Commission held a public hearing on the Application at the Commission's July 5, 2022, meeting; and

WHEREAS the Commission, after considering the Application, staff's recommendation regarding the Application, and after holding a public hearing on the Application, issued a recommendation of approval of the Application; and

WHEREAS the City Council, now having considered the Application, staff's recommendation regarding the Application, and after providing an opportunity for public comment on the Application, now desires to rezone the subject property and amend the City's official zoning map to reflect City Council's action.

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

SECTION 1: The real property generally located at 906 Westview Drive and being more specifically described on "Council Bill Exhibit A" as "ALL OF LOT TWENTY-SIX (26) OF YOUNGS ADDITION, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLATE THEREOF", is hereby rezoned from a Neighborhood Commercial District, or such other zoning district that may apply to said real property, to a R-1 Single-Family Residential District and the regulations applicable to said district, as established in the Nixa City Code, shall hereafter apply to said real property. "Council Bill Exhibit A," is hereby incorporated by this reference as though said Exhibit was fully set forth herein.

SECTION 2: The Director of Planning and Development, pursuant to section 117-57 of the Nixa City Code, shall amend the City's official zoning map, said map being established pursuant to section 117-56 of the Nixa City Code, to reflect the zoning action contemplated by this Ordinance.

COUNCIL BILL NO. 2022-071

CINDINATIOE NO.	ORDIN	ANCE	NO.		
-----------------	--------------	------	-----	--	--

45		be in full force and effect from and after its final
46	, , ,	approval by the Mayor, subject to the provisions
47	of section 3.11(g) of the City Charter.	
48	ADODTED BY THE COUNCIL THE	DAY 05 0000
49	ADOPTED BY THE COUNCIL THIS	_ DAY OF, 2022.
50		ATTECT.
51 52		ATTEST:
52 53		
54	PRESIDING OFFICER	CITY CLERK
55		311. 3 <u>2</u> 1
56		
57	APPROVED BY THE MAYOR THIS	DAY OF, 2022.
58		
59		ATTEST:
60		
61	MAYOR	OUT / OLE PI/
62	MAYOR	CITY CLERK
63	APPROVED AS TO FORM:	
64 65	APPROVED AS TO FORM.	
65 66		
67	CITY ATTORNEY	
J /	J	

COUNCIL BILL EXHIBIT A

REZONE APPLICATION

Date of Application	File No.		
5/13/2022	PZN 22	-005	
Applicant Name			
Terry Fielder			
Mailing Address - Street Name/Number (Applicant)	City	State Zip Code	
904 Westview DR.	Nixce	MO 65714	
Applicant Phone Number	Applicant Email Address	- I) (
417 425 3557	terry 3000	watt.net	
General Location of Site Subject to this Application (street a	ddress preferred)		
904 Westview 1	0n		
Current Zoning District	Current Use of Property		
Light commercial	EmptyLot		
REQUESTED ZONING DISTRICT (if multiple	, legal descriptions must be	provided for each)	
Agricultural (AG) Single-Family Residential (R-1)	Two-Family Residential (R-4)	Low-Density Multi-Family (R-5)	
High- Density Multi-Family (R-3) Neighborhood Commercial (NC)	Center City (CC)	Transitional Office (O)	
General Commercial (GC) Highway Commercial (HC) Manufactured	Light Industrial (M1)	Heavy Industrial (M-2)	
Modular Home Sub. (R-MHS) Manufactured Home Comm. (R-MHC)	Planned Unit Development (PUD)*	*if PUD, complete separate PUD application form	
CERTIFICATION OF APPLICATION			
I/We, the undersigned applicant being either the owner of the subject property or a duly authorized representative of such owner(s), do attest to the truth and accuracy of the information provided with this application. I also hereby agree to reimburse the City for all costs associated with the provision of notice of public hearings necessitated by this application, including costs for certified mailing and publication in a local newspaper.			
Applicant Signature Date			
Applicant Signature To Fielde Bate 5/13/22 Received by Date 5/18/22			
Received by		Date	
<i>tb</i>		5/13/2	
Fees Collected	Date Paid	Receipt No.	

SEE REVERSE FOR CHECKLIST OF OTHER REQUIRED DOCUMENTS THAT MUST ACCOMPANY THIS APPLICATION FORM.



REQUIRED DOCUMENTS TO BE SUBMITTED WITH APPLICATION (all digital submittals sent to planningenixa.com)
Ownership Report (certified by a Title Company) identifying owner(s) of all fee interests of record
Legal Description(s) for all area(s) to be rezoned (Microsoft Word format)
Payment of application fee in amount of \$250.00

	TYPICAL PROCESS AND TIMELINE	
# 0	Application received for staff review and preparation for hearings.	
Preparati on Phase	Provide notice of hearing for publication in a local newspaper at least 15	1
ep P	Provide notice of hearing to all owners of real estate within 185 of subject	~30 days
4 9	Posting of notice of public hearing sign on the subject property.	
	Public held before Planning & Zoning Commission.	
ing Ise	Planning & Zoning Commission makes Finding of Facts and recommendation	
Hearing Phase	First Reading of Ordinance by City Council.	~20 days
	Second Reading of Ordinance and Final Passage by City Council.	

For questions concerning this application or the process described above, please contact the

NIXA.COM



Total Amt: \$27.00 Page 1 of 2
Christian County Recorder
Roy Meadows Recorder of Deeds
File# 2009-00013249

BK 2009 Page 1 2 1 2 5



GENERAL WARRANTY DEED

THIS DEED, made and entered into this 8th day of September, 2009, by and between Bonnie Mountain, a/k/a Bonny Mountain, a single person as GRANTOR(S) of the County of Christian, STATE OF MISSOURI, party or parties of the first part and Terry Fielder and Sandra Fielder, husband and wife, as GRANTEE(S), of the County of Christian, STATE OF MISSOURI, party or parties of the second part,

GRANTEES MAILING ADDRESS: 904 Westview Drive, Nixa, MO 65714

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of ONE Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described REAL ESTATE, situated in the COUNTY OF CHRISTIAN and STATE OF MISSOURI, to wit:

ALL OF LOT TWENTY-SIX (26) OF YOUNGS ADDITON, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND

COVENANTSOF RECORD, IF ANY. TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto, belonging, or in anywise appertaining, unto the said party of the second part, and unto their heirs and assigns forever, the said grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title of the said premises unto the said party of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever except as herein before stated, and except for the lien of taxes, both general and special.



SUBJECT to covenants, conditions, easements, restrictions and reservations of record, if any.

WORDS and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Bonnie Mountain

Bonnie Mountain

State of Missouri

County of Christian

SS.

On this 8th day of September, 2009, before me personally appeared Bonnie Mountain, a single person. To me known to be the person(s) described in and who execute the foregoing instrument and acknowledged that he/she executed that same as his/her free act and deed.

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

Notary Public: Susan L. Russo

My Commission expires: December 2, 2010

SUSAN L. RUSSO
Christian County
Commission # 06397971
Expires Dec 2, 2010





Issue: AN ORDINANCE OF THE NIXA CITY COUNCIL AMENDING THE OFFICIAL ZONING

MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 8.35 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE NORTH CHEYENNE ROAD AND EAST NORTH STREET INTERSECTION FROM GENERAL COMMERCIAL (GC) AND R-3 MULTI-FAMILY TO PLANNED UNIT DEVELOPMENT MIXED USE (PUD-MU)

Date: July 11, 2022

Submitted By: Planning and Development Department

Background

The property owner of approximately 8.35 acres of land located at the Southeast corner of the intersection of North Cheyenne Valley Road and East North Street, has applied to rezone the site from the R-3 Multi-Family and General Commercial (GC) into the Planned Unit Development -Mixed Use (PUD-MU) zoning district. The property is currently divided into two GC lots and one R-3 lot.

Analysis

Land Use

The property subject to the application is presently vacant and contains no buildings. The subject property is bounded by North Street to the north, Cheyenne Road to the west, and single-family residences to the south and east. The general character of surrounding land uses is predominantly single-family residential and undeveloped general commercial zoning adjacent to the Cheyenne and North intersection.

The proposed land use change is consistent with the current zoning of the property and consistent with zoning in the vicinity of the Cheyenne and North intersection.

Transportation

The subject property is directly served Cheyenne Road (primary arterial) and North Street (Secondary Arterial). There is no existing pedestrian or multi-modal facility serving the site.

The impact of traffic generated from potential mixed-use development of the subject property according to the allowable land uses in the PUD-MU document, will require a Traffic Impact Study to determine the amount / type of improvements to North Street and Cheyenne Road at the proposed entrances to the property.

Public Utilities (Water, Wastewater, Electric)



Municipal water, sanitary sewer, and electric utilities are immediately accessible to the site and are all sufficient in capacity to serve general commercial and multi-family land uses. The site is served by the Northeast Regional Lift Station that has sufficient capacity to serve general commercial and multi-family land uses at this site. Water service to the site is of sufficient capacity to provide adequate fire suppression.

Stormwater Management

The subject property is not served by regional detention facilities and does not appear to be affected by flood hazard area or karst topography. Development of the site must conform to the City's regulations concerning stormwater management.

Other Public Services

The proposed zoning arrangement will add traffic and population to the City's jurisdiction, which will impact a variety of public services in proportion to those increases. Ideally, the impact of these additional residents and patrons will produce economies sufficient to cover additional costs. The City's development regulations will require standards to be met to ensure sufficient access to the site for emergency response, rescue, and fire suppression.

Proposed Density

The proposed density of the site is 15 dwelling units per acre. Traditional R-3 zoning allows for 14.52 dwelling units per acre. For the entire site, the proposed PUD-MU will gain 4 additional units over current City density standards. Sec. 117-215 of the Nixa Code of Ordinance allows for increases in density with the inclusion of certain amenities or public improvements. This proposal includes joint use parking (1% increase in density), being within 1,500 feet of a school (1% increase in density), creation of new jobs (5% increase in density).

Proposed Maximum Height

The PUD-MU document states that the maximum building height within the development will be 60 feet. This is above the current standard of 35 feet in the R-3 zoned district. This development is in the Ozark Fire Protection District. Chief Metheny of the OFPD stated that they do not have any building height limitations or restrictions and can properly serve this development. Chief Walles of the Nixa Fire Protection District only concern was with insuring that proper building codes will be meet on structures of that height.

Supplementary Uses

Section 117-214(4)(d) Permitted uses in a PUD-MU; allows for residential dwellings to be constructed above commercial uses provided:

- 1. Separate access to dwelling units is provided.
- 2. No commercial uses shall occupy the same floor as one occupied by a dwelling unit.



Other Applicable Codes

According to the PUD-MU document, all provisions of the Nixa City Code that would normally apply to land use and physical development within the Cheyenne Valley PUD will apply unless a provision of the development plan states otherwise.

Planning and Zoning Commission

A public hearing was held 7/5/2022 at the July regular meeting of the Planning and Zoning Commission. Staff presented the rezone. During the public hearing, residents of the area voiced their concerns of adding more traffic to an already congested area. They would like to see road improvements to be made before further development in this area. The rezone was unanimously approved by the Commission.

Recommendation

Staff recommends approval of this application.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA REZONING THE REAL PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NORTH CHEYENNE ROAD AND EAST NORTH STREET FROM A GENERAL COMMERCIAL DISTRICT AND R-3 MULTI-FAMILY DISTRICT TO A PLANNED UNIT DEVELOPMENT.

WHEREAS an application has been filed for a zoning change of the property generally located at the southeast corner of north Cheyenne Road and east North Street; and

WHEREAS the Application requests that the City Council rezone said property from General Commercial and R-3 Multi-Family districts to a Planned Unit Development; and

WHEREAS the proposed Planned Unit Development requirements are attached hereto as "Council Bill Exhibit A"; and

WHEREAS the City's Planned Unit Development regulations (Article VI of Chapter 117 of the Nixa City Code) allow for a more flexible means of developing land within the City; and

WHEREAS the Planning and Zoning Commission held a public hearing on the Application at the Commission's July 5, 2022, meeting; and

WHEREAS the Commission, after considering the Application, staff's recommendation regarding the Application, and after holding a public hearing on the Application, issued a recommendation of approval of the Application; and

WHEREAS the City Council, now having considered the Application, staff's recommendation regarding the Application, and after providing an opportunity for public comment on the Application, now desires to rezone the subject property and amend the City's official zoning map to reflect City Council's action.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA. AS FOLLOWS. THAT:

SECTION 1: The real property generally located at the southeast corner of north Cheyenne Road and east North Street and being more specifically described within Council Bill Exhibit A" as "ALL LOT 2 IN CHEYENNE VALLEY, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI.", is hereby rezoned from a General Commercial and R-3 Multi-Family districts, or such other zoning districts that may apply to said real property, to a Planned Unit Development and the requirements and standards contained in "Council Bill Exhibit A," which is attached hereto and incorporated herein by this reference, as well as the applicable provisions of the Nixa City Code shall hereafter apply to said real property.

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CITY ATTORNEY

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48 40	SECTION 2: The Director of Planning and Dev	•
49 - 0	57 of the Nixa City Code, shall amend the City's o established pursuant to section 117-56 of the Nixa Ci	
50 51	contemplated by this Ordinance.	ity Code, to reflect the zonling action
52	contemplated by this Ordinarioe.	
53	SECTION 3: This Ordinance shall be in full for	ce and effect from and after its final
54	passage by the City Council and after its approval by	
55	of section 3.11(g) of the City Charter.	
56		
57		
58	ADOPTED BY THE COUNCIL THIS DAY OF _	, 2022.
59		ATTECT.
60 61		ATTEST:
51 52		
63	PRESIDING OFFICER	CITY CLERK
64		
65		
66	APPROVED BY THE MAYOR THIS DAY OF	, 2022.
67		4.77507
68		ATTEST:
59 70		
70 71	MAYOR	CITY CLERK
71 72	WILL CITY	OH I OLLING
73		
74	APPROVED AS TO FORM:	

COUNCIL BILL EXHIBIT A

CHEYENNE VALLEY PLANNED UNIT DEVELOPMENT

A. SCOPE AND AUTHORITY

- 1. The Cheyenne Valley Planned Unit Development (PUD) shall be applicable to the development of the real property described in Exhibit A.
- 2. This PUD is formed according to the provisions of Chapter 117, Article VI. Planned Unit Development of the Nixa City Code. The Cheyenne Valley PUD is a Planned Development Mixed Use (PUD-MU) according to the provisions of Section 117-213.
- 3. The provisions of this development plan shall regulate the land use and physical development of the Chevenne Valley PUD.
- 4. The provisions of the Nixa City Code that would normally apply to land use and physical development within the Cheyenne Valley PUD will apply unless a provision of this development plan states otherwise.
- 5. The Nixa Planning and Development Director or their designee shall have the authority to render interpretations and determinations of applicability of this development plan. Appeals of the decisions of the Nixa Planning and Development Director concerning administrative decisions made concerning this development plan may be presented to the Nixa Board of Adjustment according to the City's currently adopted procedure for such appeals.

B. PURPOSE AND INTENT

- 1. The purpose of the Cheyenne Valley PUD is to provide for a mixture of residential and commercial land uses as a cohesive development in ways that are unique, creative, and not otherwise possible according to the current provisions of the Nixa City Code.
- 2. The approval of this development plan by the Nixa City Council shall be made upon findings that the Cheyenne Valley PUD serves the public interest by allowing for variation and flexibility in design and development regulation that is particular to the Cheyenne Valley PUD.
- 3. The approval of this development plan facilitates the integration of dissimilar land uses in a way that is achieves compatibility and provides for a sense of place.

C. DEFINITIONS

D. USES PERMITTED

- 1. The following lists provides for land uses that are expressly permitted or prohibited within the Cheyenne Valley PUD.
- 2. The spatial arrangement of these land uses is limited by the provisions of Section E of this development plan.
- 3. Notwithstanding the provision of paragraph 4 of this subsection, land uses not expressly permitted by this development plan are prohibited within the Cheyenne Valley PUD.
- 4. Proposed land uses that are not specifically mentioned below may still be permitted upon a determination of the Nixa Planning and Development Director that such proposed land use is substantially similar in scale and intensity to those uses that are expressly permitted.

5. Permitted Uses

- (a) Residential dwellings, whether attached or detached.
- (b) Commercial land uses involving retail sales.
- (c) Commercial and institutional offices, including but not limited to professional office uses.
- (d) Personal services including but not limited to barbershops, beauty shops, tanning salons, clothing alterations, and spas.

- (e) Government offices, including police and fire stations.
- (f) Recreational areas and parks, whether public or private.
- (g) Restaurants and other eating and drinking establishments including bars and taverns.
- (h) Restaurants or eating and drinking establishments with drive-in, pick-up window, or drive-thru facilities.
- (i) Mini Golf Courses
- (j) Medical facilities, including physician care, dental care, pharmacies, and counseling services.

6. Prohibited Uses

- (a) Outdoor storage of materials or equipment associated with commercial or business uses.
- (b) Golf courses and driving ranges.
- (c) Convenience stores with fueling stations or gas pumps.
- (d) Banks and financial institutions with automatic teller machines and drive-thru facilities.

7. Accessory Uses

- (a) Accessory uses that are incidental to an associated permitted principal use are permitted. Accessory uses may not exceed the scale or intensity of the principal use with which they are associated.
- (b) Accessory uses include, but are not limited to:
 - 1. Home occupations that do not generate traffic or other externalities that exceed what is normal for the area.
 - 2. Parking of vehicles for patrons, residents, and employees.
- (c) Outdoor accommodations that do not cause a public nuisance or affect emergency vehicle access.

E. ARRANGEMENT OF LAND USES

- 1. The spatial arrangement of land use shall develop and be permitted in accordance with the layout shown in Exhibit B.
- 2. The Cheyenne Valley PUD allows the location of residential and commercial uses within the same building so long as the residential use is located above the first floor so as to create a continuous non-residential façade on the first floor.

F. DENSITY AND DIMENSIONAL REQUIREMENTS

- 1. The overall residential density within the Cheyenne Valley PUD shall not exceed 15 dwelling units per acre.
- 2. The maximum building height within the Cheyenne Valley PUD shall be 60 feet as measure from the lowest adjacent grade to the highest point of the building.
- 3. Buildings shall not be located within 25 feet of a property line where the adjoining property is in a residential zoning district outside of the Cheyenne Valley PUD.
- 4. Buildings shall not be located within 40 feet of the centerline of North Road.
- 5. Building separations shall conform to the most recently adopted editions of the International Residential, Building, and Fire Codes.

G. OPEN SPACE, LANDSCAPING, AND SCREENING

- 1. A minimum of 20 percent of the land area of each lot shall be void of buildings and parking structures. This required open space shall be primarily covered with vegetation or other natural material.
- 2. Parking areas shall be screened from any adjoining public right-of-way with an opaque screen not less than three feet in height.
- 3. Adjoining residential zoning districts shall be provided with a screen that is opaque to a height of at least six feet and shall also include trees that are planted

- so that, at maturity, their canopies will create intermittent visual obstruction up to a height of 20 feet with no more than five feet between canopies.
- 4. Interior parking lot landscaping shall be provided according to the provisions of Section 105-28 of the Nixa City Code.

H. OFF-STREET PARKING AND LOADING

1. The off-street parking and loading requirements of the Nixa City Code shall apply to development of the Cheyenne Valley PUD.

I. SUBDIVISION OF LAND

1. The subdivision of land within the Cheyenne Valley PUD shall proceed according to the provisions of Chapter 115 of the Nixa City Code, except that preliminary plats shall be valid for a period of four years from the date of approval.

J. PHASING OF DEVELOPMENT

- 1. Development within the Cheyenne Valley PUD may be phases provided that:
 - (a) All public improvements directly related to each phase are completed at the time of its development;
 - (b) Improvements serving the Cheyenne Valley PUD as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole; and
 - (c) Future public improvements required by this development plan or other applicable ordinances of the City are not negatively affected.

K. IMPACTS ON EXISTING INFRASTRUCTURE

1. Any new intersections on an existing public street of collector or arterial classification shall involve a traffic impact study that prescribes public improvements warranted according to traffic engineering best practices.

L. ACCESS MANAGEMENT

1. The access locations on Cheyenne Road and North Road shown on Exhibit B are permitted. Any additional proposed access to public thoroughfares shall conform to the City's adopted access management standards.

M. FINAL DEVELOPMENT PLAN

1. This development plan shall be considered the final development plan for the Cheyenne Valley PUD.

N. AMENDING THIS DEVELOPMENT PLAN

1. This development plan may be amended by the same procedure that it was originally approved.

EXHIBIT A

THAT TRACT OF LAND BEING A PART OF THE WEST ONE HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) IN SECTION 17, TOWNSIP 27 NORTH, RANGE 21 WEST, IN CHRISTIAN COUNTY, MISSOURI BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

ALL LOT 2 IN CHEYENNE VALLEY, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI.

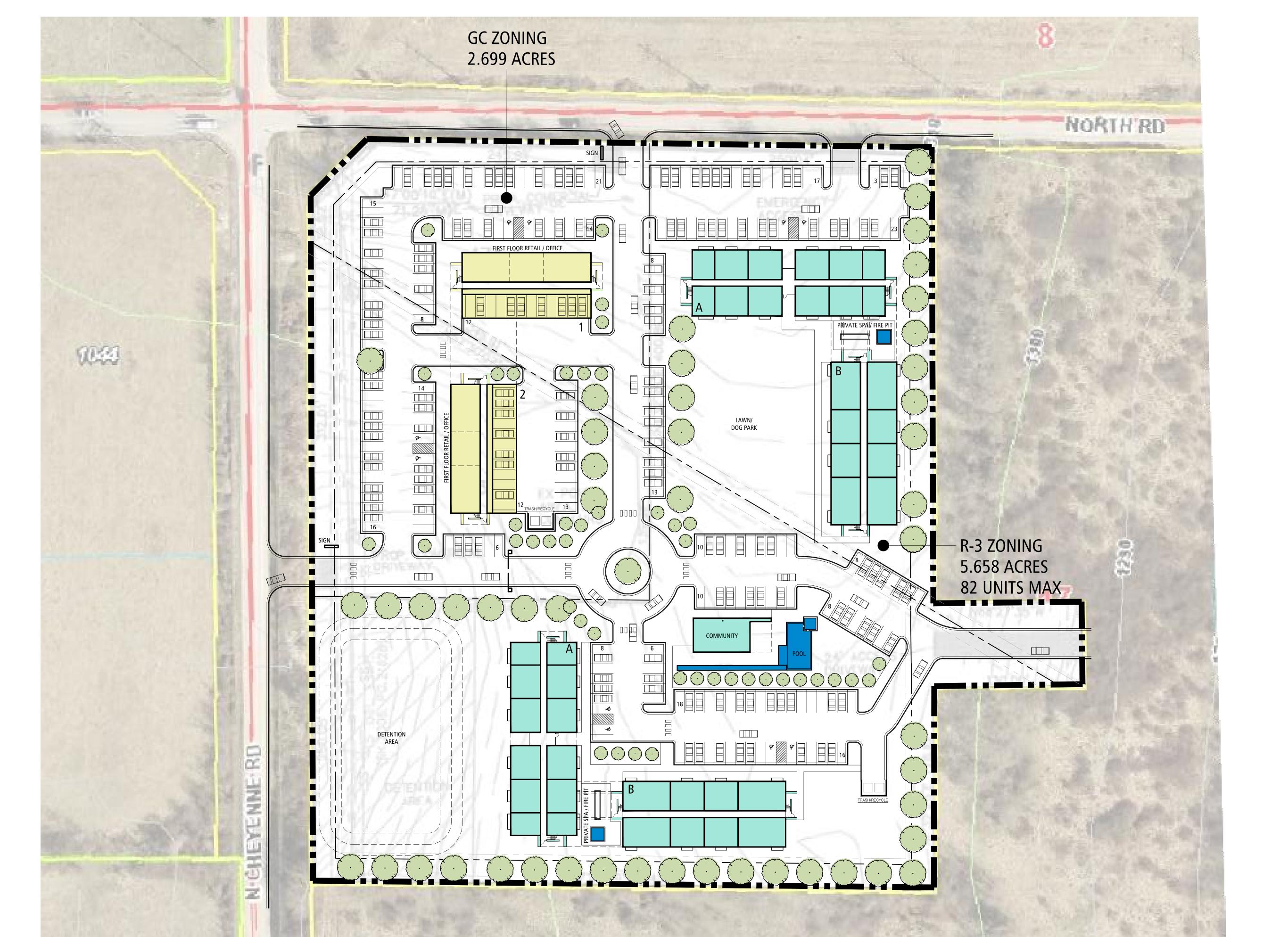


Exhibit B

SITE PLAN SUMMARY

GENERAL COMMERCIAL ZONE RESIDENTIAL (R3) ZONE 5.66 ACRES **8.36 ACRES** TOTAL ACRES FOR DEVELOPMENT

MIXED USE - COMMERCIAL / RETAIL IN GENERAL COMMERCIAL ZONING - 2.70 ACRES

BUILDING ONE: 3,000 SQ FT 12 COVERED PARKING SPACES

> 4 THREE BED/TWO BATH 2 TWO BED/TWO BATH

BUILDING TWO: 3,000 SQ FT

12 COVERED PARKING SPACES

4 THREE BED/TWO BATH 2 TWO BED/TWO BATH

MULTI-FAMILY DEVELOPMENT IN RESIDENTIAL 3 (R3) - 5.66 ACRES

BUILDING A (24 UNIT BUILDING)

8 ONE BED/ONE BATH

16 TWO BED/TWO BATH 24 TOTAL UNITS PER BUILDING

BUILDING B (12 UNIT BUILDING)

4 TWO BED/TWO BATH 8 THREE BED/TWO BATH

12 TOTAL UNITS PER BUILDING

BUILDING C (24 UNIT BUILDING)

BUILDING D (24 UNIT BUILDING)

8 ONE BED/ONE BATH

16 TWO BED/TWO BATH 24 TOTAL UNITS PER BUILDING

8 ONE BED/ONE BATH

16 TWO BED/TWO BATH

24 TOTAL UNITS PER BUILDING

84 TOTAL UNITS

REQUIRED PARKING (1.5 MIN. SPACES / UNIT) 126 SPACES

TOTAL OF ALL BUILDINGS / ALL ZONINGS

BUILDINGS (6 BUILDINGS)

24 ONE BED/ONE BATH PER BUILDING

56 TWO BED/TWO BATH PER BUILDING 24 THREE BED/TWO BATH PER BUILDING

REQUIRED PARKING SPACES COMMERCIAL: (6,000/300) = 20 SPACES REQUIRED PARKING SPACES MULTI FAMILY: 1.5 PER UNIT = 156 SPACES

TOTAL REQUIRED: 176
TOTAL PROVIDED:

104 TOTAL APARTMENT UNITS

6,000 SQ FT OF COMMERCIAL LEASE SPACE 24 COVER PARKING SPACES.

TOTAL PARKING PROVIDED:

SITE PLAN SCALE: 1"=40'-0"

PROPOSED MIXED USE AND MULTI-FAMILY DEVELOPMENT FOR:

CHEYENNE VALLEY DEVELOPMENT

CITY OF NIXA, MISSOURI

SEPTEMBER 10, 2021







Issue: Second Reading Council Bill #2022-073

Date: 07.13.2022

Submitted By: Doug Colvin

Assistant City Administrator – Director, Nixa Utilities and Public Works

Background

As requested, this Council Bill proposes a change in City Code that would allow for customers in the soon-to-be-acquired RDE and Tuscany Hills water and sewer systems to consent to a future annexation to receive Inside City water and sewer rates.

Analysis

Current City Code has separate utility rates for customers served inside the city limits and those outside city limits. As required Chapter 22 of city code, customers outside the city pay a rate that is 1.5 X the regular rate for customers residing in town. Through discussions for the proposed purchase of the RDE water and Tuscany Hills water and sewer systems, council has requested staff to bring this proposal as an option for those customers to lower their rate. This in turn also provides the city future opportunity for growth and additional economic development opportunities through future annexation of the area.

Technically, this bill modifies the current code to allow those customers within the area of the two companies to consent to future annexation into the city to receive the reduced rate. At this time, these customers are not eligible for annexation because their properties are not immediately adjacent to the city limits. At some point in the future as the city grows, the properties with the consent in place would automatically be annexed as their property meets the statute for eligibility.

Recommendation

Staff recommendation is for City Council to adopt this Council Bill





Issue: First Reading Council Bill #2022-073 Amending Chapter 22, Article I

Date: 07.07.2022

Submitted By: Doug Colvin

Assistant City Administrator – Director, Nixa Utilities and Public Works

Background

As requested, this Council Bill proposes a change in City Code that would allow for customers in the soon-to-be-acquired RDE and Tuscany Hills water systems to consent to a future annexation to receive Inside City water and sewer rates.

Analysis

Current City Code has separate utility rates for customers served inside the city limits and those outside city limits. As required Chapter 22 of city code, customers outside the city pay a rate that is 1.5 X the regular rate for customers residing in town. Through discussions for the proposed purchase of the RDE water and Tuscany Hills water and sewer systems, council has request staff to bring this proposal as an option for those customers to lower their rate. This in turn also provides the city future opportunity for growth and additional economic development opportunities through future annexation of the area.

Technically, this bill modifies the current code to allow those customers within the area of the two companies to consent to future annexation into the city to receive the reduced rate. Currently, these customers are not eligible for annexation because their properties are not immediately adjacent to the city limits. At some point in the future as the city grows, the properties with the consent in place would automatically be annexed as their property meets the statute for eligibility.

Recommendation

Staff recommendation is for City Council to adopt this Council Bill upon second reading. Staff plans to bring this back for that second reading at the July 25th Council meeting. Until then, we are available to answer any questions and address any concerns you may have.

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AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING CHAPTER 22, ARTICLE I, OF THE NIXA CITY CODE BY ADDING THERETO A NEW SECTION AND AMENDING THE CITY'S TECHNICAL SPECIFICATIONS MANUAL TO PROVIDE FOR AN EXEMPTION FROM OUTSIDE THE CITY LIMIT WATER AND SEWER RATES.

WHEREAS with the City's anticipated acquisition of the RDE and Tuscany Hills water and sewer systems, the City Council directed staff to prepare amendments to the City Code and Ordinances to provide an exemption increase in water and sewer rates for utility users outside the City limits for users in these systems provided that they provide an irrevocable consent to voluntary annexation to the City; and

WHEREAS staff have prepared the amendments to the City Code and the City's Technical Specifications Manual contained herein; and

WHEREAS the City Council, after considering the amendments contained herein, desires to approve and adopt this Council Bill.

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

SECTION 1: Chapter 22, Article I, of the Nixa City Code is hereby amended by adding thereto a new Section 22-1, which said section shall read as follows:

(Note: Language to be added is indicated by being <u>underlined</u>. Language to be removed is indicated by being <u>stricken</u>.)

Sec. 22-1. – Municipal utility service area – Generally; Water and sewer service provided outside City limits – When; Exemption for certain utility fees upon application.

(a) Area of service – City limits. The City shall operate and furnish City owned municipal utility services within the corporate limits of the City. Nothing herein shall be construed as preventing the City from purchasing, leasing, erecting, installing, or otherwise acquiring real and personal property necessary, useful, or desirable to conduct its municipal utility operations at any location, whether within or outside the corporate limits of the City.

(b) Provision of water and sewer service outside the City limits – Exemption. The City may furnish municipal water and sewer service to users located outside the corporate limits of the City provided that such users were provided such utility services by either Rex Deffenderfer Enterprises, Inc., CTW Waterworks Regional Not for Profit Water Company, Inc., or Tuscany Hills Regional Sewer District, Inc. on the day of acquisition of these systems by the City.

- (c) Water and sewer fees Exemption to increased rate for service outside City limits.
 Where the City charges an increased rate for the provision of water or sewer service
 to properties lying outside the City limits, those properties lying within the areas described in Sec. 22-1(b) may be granted an exemption to the increased rate pursuant to the following:

 (1) The fee owners of the property file an application with the City requesting an
 - exemption from the outside City limit water or sewer service rate.
 - (2) The fee owners execute an irrevocable petition and consent to annex ("petition") requesting voluntary annexation into the City. Such petition shall be a covenant running with the land and shall be binding on the fee owners, their successors, and assigns. Said petition shall include a provision that, the City Council may, by resolution, invoke the provisions of the petition and cause the property to be annexed into the City provided that such annexation is in compliance with Missouri law. The form of the petition and other supporting documents the City Attorney deems necessary shall be reviewed and approved by the City Attorney prior to its acceptance by the City.
 - (3) The petition is recorded among the appropriate land records of the County in which the subject property is located.
 - (4) If at any point the petition is found invalid or is construed as not running with the land, then the property shall no longer be exempt from the outside the City limit water or sewer rate. It is expressly stated as the intent of the City Council that the exemption from the outside the City limit rate is subject to the validity of said petition and covenant.
 - (5) The City Administrator shall administer the provisions of this section and is authorized to establish additional rules and procedures regarding the administration of this Section.

SECTION 2: Article I of the City's adopted Technical Specifications Manual is hereby amended by repealing Article I in its entirety and adopting in lieu thereof a new Article I, which said Article shall read as follows:

(Note: Language to be added is indicated by being <u>underlined</u>. Language to be removed is indicated by being <u>stricken</u>.)

TECHNICAL SPECIFICATIONS

ARTICLE I

GENERAL CONDITIONS

- Section 1. City of Nixa Extension Policies.
- A. REQUEST FOR CITY UTILITIES INSIDE THE CITY OF NIXA PLANNING AREA.

1. All properties within the designated planning area must be annexed into the City Limits of Nixa to access any City utility. Reserved.

2. All properties within the designated planning area will be considered for annexation upon request if state statute requirements are fulfilled. Reserved.

3. All existing structures annexed into the city limits of Nixa will be required to pay the fees for wastewater as per voter approved guidelines.

4. It will be the responsibility of the annexation petitioner to determine zoning requirements and fee structures.

5. The petitioner must be the legal representative for the property owner and the petitioner may withdraw the annexation by a written and notarized request up to the time of the passage of the annexation ordinance.

All building and development plans under consideration at the time of annexation must be submitted for City staff review. Staff will review the request within a 30day time frame.

7. Any building and development that is underway at the time of annexation shall conform to all current City Codes.

8. The City may reimburse the developer for any requested increase in lift station or line capacity that is over the size required by the State Department of Natural Resources. Lift station capacity and line sizing shall be approved by the City and its consulting engineer. Provided reimbursement is considered, the amount will be determined by computing the difference between the bids for the required versus requested improvements. The City reserves the right to reject any or all bids.

9. All street, stormwater, electric, water and wastewater extensions, whether internal or external to development shall be the sole expense of the party requesting the street and/or utility unless otherwise approved by the Board of Aldermen.

10. Off-street improvements may be required by the City. City staff will review traffic and road conditions, change in classification and potential traffic hazards. Off-street road improvements and upgrades will meet City Street Specifications and will be the responsibility of the developer. When necessary, City may require the developer to supply a professional traffic study to determine offsite needs.

11. The City encourages the formation of neighborhood improvement districts to pay for infrastructure improvements within the planning area.

B. REQUEST FOR CITY UTILITIES OUTSIDE THE CITY OF NIXA PLANNING AREA

1. All developments must be built to City of Nixa Development Standards.

2. All developments must contractually agree to pay the fees for wastewater capacity as per voter approved guidelines.

3. All developments must be approved by the Department of Natural Resources before construction begins.

4. Request for utilities from outside of the Nixa Planning Area will be considered for residential purposes only. Outside utilities will only be given in instances when annexation is not possible. Prior to connection, the applicant must sign a "Consent to Annex" form, to be executed when State Statute requirements can be met.

5. All street, stormwater, electric, water and wastewater extensions shall be the sole expense of the party requesting the street and/or utility unless otherwise approved by the Board of Aldermen.

6. Off-street improvements may be required by the City. City staff will review traffic and road conditions, change in classification and potential traffic hazards. Off-street road improvements and upgrades will meet City Street Specifications and will be the responsibility of the developer. When necessary, City may require the developer to supply a professional traffic study to determine offsite needs.

7. All developments must have approval from the Christian County Planning and Zoning Authority before construction begins.

8. All requests require thirty (30) day staff review before permits are granted or hearing scheduled.

 SECTION 3: The City Attorney, when codifying the provisions of this Ordinance, is authorized to provide for different section numbers, subsection numbers, and different internal citation references than those provided herein when such section numbers, subsection numbers, or internal citation references are in error or are contrary to the intent of this Ordinance.

SECTION 4: Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby.

SECTION 5: Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

COUNCIL BILL NO. 2022-073

ORDINA	ANCE	NO.	
	7110	110.	

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185	SECTION 6: This Ordinance shall	be in full force and effect	t from and after its final
186	passage by the City Council and after its	approval by the Mayor, s	subject to the provisions
187	of section 3.11(g) of the City Charter.		
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189			
190	ADOPTED BY THE COUNCIL THIS	DAY OF	_ 2022.
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192		ATTEST:	
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195	PRESIDING OFFICER	CITY CLE	RK
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198	APPROVED BY THE MAYOR THIS	DAY OF	_ 2022.
199			
200		ATTEST:	
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203	MAYOR	CITY CLE	RK
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205			
206	APPROVED AS TO FORM:		
207			
208			
209	CITY ATTORNEY		



Issue: Clarifer #4 bearing replacement

Date: July 20, 2022 ,

Submitted By: Jason Stutesmun

Background

This spring, the gear box on oxidation ditch #21 failed forcing us to shut down operations in that aeration ditch at the treatment plant. A new gear box has been ordered, but due to supply chain issues the gear box has an extended lead time and an unknown delivery date. Luckily, we have been able to maintain compliance with DNR regulations by bringing the old million-gallon plant back online. The old plant was taken out of service when the 4-million-gallon plant was constructed and brought into service in 2003. This is the first time the old plant has been operated since taken out of service.

Analysis

When restarted, it was discovered that a bearing on clarifier #4 was bad and needs to be replaced. A scope of work was created, and the project put out to bid for the needed work. The city received one bid from JCI Industries for \$25,744.00. JCI has been hired in the past by the city to perform other maintenance needs at the Wastewater Treatment Plant and in all instances has done great work.

Recommendation

Staff recommends approval of the resolutions authorizing the city to enter into a contract with JCI Industries for the needed repairs.

RESOLUTION NO. 2022-076

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1 2 3	ADMINISTRATOR TO EXECUTE A	OF THE CITY OF NIXA AUTHORIZING THE CITY CONTRACT WITH JCI INDUSTRIES, LLC, FOF 44 AT THE WASTEWATER TREATMENT PLANT
4		
5	WILEDEAC City stoff hove soli	cited proposals for contain repairs to Clarifier #4 a
6		cited proposals for certain repairs to Clarifier #4 a
7	the wastewater treatment plant; and	
8	WIIEDEAC at the conclusion of	f the collection process. City staff determined the
9		f the solicitation process, City staff determined tha
10	JCI Industries, LLC, submitted the bes	st proposar, and
11	WILEDEAC City Council don	was to suthanias the averaging of the Courtment
12		res to authorize the execution of the Contract
13	attached hereto as "Resolution Exhibi	t A," for the purpose described therein.
14	NOW THEREFORE BE IT B	FOOLVED BY THE COUNCIL OF THE CITY OF
15		ESOLVED BY THE COUNCIL OF THE CITY OF
16	NIXA, AS FOLLOWS, THAT:	
17	OFOTION 4 THE ON A LINE	
18		rator, or designee, is hereby authorized to execute
19		orporated herein by this reference, as "Resolution
20		aid Contract shall be in substantially similar form as
21	the document attached hereto as "Re	solution Exhibit A."
22		
23		istrator and the officers of the City are hereby
24		or convenient to carry out the terms and intent o
25	this Resolution.	
26		
27		hall be in full force and effect from and after its fina
28		its approval by the Mayor, subject to the provisions
29	of section 3.11(g) of the City Charter.	
30		
31		
32	ADOPTED BY THE COUNCIL THIS	25 [™] DAY OF JULY, 2022.
33		
34		ATTEST:
35		
36		
37	PRESIDING OFFICER	CITY CLERK
38		
39		
40	APPROVED BY THE MAYOR THIS	, DAY OF, 2022.
41		·
42		ATTEST:
43		
44		
45	MAYOR	CITY CLERK

RESOLUTION NO. 2022-076

47 APPROVED AS TO FORM: 48 49 50 CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original. EFFECTIVE DATE: TERMINATION DATE: CONTRACT NUMBER: (X) NEW CONTRACT () RENEWAL OF CONTRACT NO. () Addendum No. _ CITY CONTRACTOR Name: City of Nixa, Missouri Name: JCI Industries, LLC Address: 715 W. Mt. Vernon St., PO Box 395 Address: 1161 SE Hamblen Rd. Nixa, MO 65714 Lees Summit, MO 64081 Phone: 417.725.3785 Phone: 816-525-3320 x264 Attn: Jason Stutesmun Dept: Wastewater Attn: Kathi Graham Email: jstutesmun@nixa.com Email: kgraham@jciind.com

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Bid solicitation process, referenced as RFB-035-2022/WWTP desires to engage Contractor to perform certain construction work; and

WHEREAS the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such work under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

- 1. Manner and Time for Completion. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Construction Services in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar services. The Construction Services are more specifically described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Administrator within 30 days after the date of execution of this Contract.
- 2. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this

Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- **a.** Workers' Compensation Statutory coverage per RSMo. 287.010 et seq. Employer's Liability \$1,000,000.00
- **Commercial General Liability Insurance**, including coverage for Premises, Operations, b. Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-None Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459.893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-None Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.
- d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-None Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or

occurrence. The Owner's and Contractor's Protective Liability Insurance must:

- 1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
- 2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
- 3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- **e. Subcontracts.** In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- **f. Notice.** The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.
- g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.
- 3. Performance and Payment Bonds. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$25,744.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States

Treasury Circular 570.

- 4. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.
- 5. General Independent Contractor Clause. This Contract does not create employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
- 6. Liquidated Damages. The parties mutually and expressly agree that time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in this Contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$500 per day for each and every calendar day that the performance of this Contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City.

7. Termination.

- **a. For Cause.** The City reserves the right to terminate this Contract by giving at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.
- For Convenience. The City shall have the right at any time by written notice to Contractor
 Page 4 of 9

to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Liability and Indemnity.

- **a.** In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
- **b.** The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- **c.** The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- **d.** The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.
- **e.** The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- f. Contractor affirms that it has had the opportunity to recover the costs of the liability

 Page 5 of 9

insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

- **g.** The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.
- **10.** Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.
- 11. Payment. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided hereunder. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of Twenty-Five Thousand Seven Hundred Forty-Four Dollars and No Cents (\$25,744.00) unless specifically and mutually agreed to in writing by both the City and the Contractor.
- **12. Contract Documents.** The entire Contract of the parties shall consist of the following documents:
 - **a.** This Contract
 - **b.** Exhibit A- Scope of Work
 - **c.** Exhibit B- Bid/Rate Sheet

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B.

- **13. Conflict of Interest.** Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.
- **14. Assignment.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and

the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

- **15. Nondiscrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.
 - **a.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - **b.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- **16. Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this Contract:
 - **a.** If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 - **b.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- 17. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic transmission or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by electronic transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
- 18. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

- **19. Occupational License.** The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
- 20. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour constructions safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).
- 21. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
- 22. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Missouri Revised Statute Section 34.600, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.
- 23. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.
- **24. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
- **25. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

(Rest of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI	CONTRACTOR
	JCI Industries, LLC
Jimmy Liles, City Administrator	Dirk Bennett, P.E.
	Printed Name
Date:	Vice-President
	Title
ATTEST:	Date: July 20, 2022
Rebekka Coffey, City Clerk	Dirk Bennett, PE Digitally signed by Dirk Bennett, PE Digitally signed by Dirk Bennett, PE, or-US, or-JCI Industries Inc., or-Exec VP, enall-debennetti@clind.com Date: 2022.07.20 13:40:18-05007
Approved as to form:	Minul Polum
Nick Woodman, City Attorney	Michele Odum Printed Name
Director of Finance Certification:	Buyer
I certify that this contract is within the	

Jennifer Evans, Director of Finance

purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made. Exhibit A

Scope of Work

The Scope of Work for this project is to replace the guide and thrust bearings on a 47' diameter Lakeside Spiralflo clarifier sludge scraper at the Wastewater Treatment Plant, located at 972 Old Riverdale Rd., Nixa, MO.

The following specifications shall be adhered too for the project.

- The contractor shall remove/support the scraper from falling while repairs are being made.
- The contractor shall be responsible for all material (bearings, grease etc.) to complete the job.
- The contractor shall be responsible for all the equipment and tools to complete the iob.
- Contractor shall provide a one (1) year material and labor warranty work.

Work shall be monitored by City of Nixa Wastewater staff. A complete and thorough inspection shall be performed by the City upon completion of the work. If any issues/discrepancies are noted, awarded vendor must correct before final payment will be issued.



Supplier Award RFB-035-2022/WWTP

Bearing Replacement-Clarifier #4 at Wastewater Treatment Plant

Award Date: 6/24/22

JCI INDUSTRIES, INC.

Contact Information

Contact: Stephanie Ewing

Address:Purchasing

715 W. Mt. Vernon St.

Nixa, MO 65714

Phone: (417) 449-0555 Email: sewing@nixa.com

Ship To Information

Contact: Jason Stutesmun

Address:972 Old Riverdale Rd.

Nixa, MO 65714-7510

Phone: (417) 725-2353

JCI INDUSTRIES, INC.

JCI Industries, LLC

Contact: KATHI GRAHAM

Address:1161 SE HAMBLEN RD

LEES SUMMIT, MO 64081

Phone: (816) 525-3320 x264 Email: kgraham@jciind.com

Award Lines

Total cost to replace the bearing on Clarifier #4 at the wastewater treatment plant. All materials and labor included.								
Quantity: _	1	UOM:	Total cost of Service		Unit price:	\$25,744.00	Total:	\$25,744.00

Award Total: \$25,744.00



Issue: STREET STRIPING, RESOLUTION # 2022-077

Date: July 13, 2022

Submitted By: Jeff Roussell, Street Superintendent

Background

This annual request is to secure a valid, responsible contractor to assist in street striping, including thermal plastic crosswalk markings, and stop bars throughout the city.

<u>Analysis</u>

After a request for bids, Street Wise Inc. has submitted a bid that will allow for these planned improvements on City streets. If awarded, a do not exceed amount of \$25,000.00 is within the contract to keep the project within budgeted amounts. This company has furnished Nixa these services many times in the past and has always provided a commendable product.

The Resolution, if approved, awards the bid to Street Wise, Inc. and authorizes the City Administrator to sign the contract.

Recommendation

It is staffs recommendation to award this bid to Street Wise Inc.

RESOLUTION NO. 2022-077

46

1 2 3 4	A RESOLUTION OF THE COUNCIL OF THE CADMINISTRATOR TO EXECUTE A CONTRACTOR STRIPING AND PAINTING OF TRAFFIC MARK	CT WITH STREET	WISE, INC., FOR THE		
5					
6	WHEREAS City staff have solicited property	osals for the striping	and painting of traffic		
7	markings on certain City streets; and		, and painting or traine		
8	manunge en eenam eng en eene, and				
9	WHEREAS at the conclusion of the solid	itation process. City	staff determined that		
10	Streetwise Inc., submitted the best proposal; ar		,		
11	, , , , , , , , , , , , , , , , , , , ,				
12	WHEREAS City Council desires to a	uthorize the execu	tion of the Contract.		
13	attached hereto as "Resolution Exhibit A," for the				
14	,				
15	NOW, THEREFORE, BE IT RESOLVE	BY THE COUNC	CIL OF THE CITY OF		
16	NIXA, AS FOLLOWS, THAT:				
17	,,				
18	SECTION 1: The City Administrator, or o	lesianee. is hereby	authorized to execute		
19	the Contract attached hereto, and incorporated				
20	Exhibit A," with Streetwise Inc. Said Contract sl				
21	document attached hereto as "Resolution Exhib		,		
22					
23	SECTION 2: The City Administrator a	nd the officers of	the City are hereby		
24	authorized to do all things necessary or conve				
25	this Resolution.	•			
26					
27	SECTION 3: This Resolution shall be in	full force and effect	from and after its final		
28	passage by the City Council and after its approval by the Mayor, subject to the provisions				
29	of section 3.11(g) of the City Charter.				
30	νο,				
31					
32	ADOPTED BY THE COUNCIL THIS 25th DAY	OF JULY, 2022.			
33					
34		ATTEST:			
35					
36					
37	PRESIDING OFFICER	CITY CLER	K		
38					
39					
40	APPROVED BY THE MAYOR THISI	DAY OF	, 2022.		
41					
42		ATTEST:			
43					
44					
45	MAYOR	CITY CLER	K		

RESOLUTION NO. 2022-077

47 APPROVED AS TO FORM: 48 49 50 CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original. EFFECTIVE DATE: TERMINATION DATE: CONTRACT NUMBER: (X) NEW CONTRACT () RENEWAL OF CONTRACT NO. () Addendum No. CITY CONTRACTOR Name: City of Nixa, Missouri Name: Streetwise, Inc. Address: 715 W. Mt. Vernon St., Address: 13501 Arrington PO Box 395 Grandview, MO 64030 Nixa, MO 65714 Phone: 816-331-2355 Phone: 417.725.3785 Attn: Ryan Lee Attn: Jeff Roussell Email: rlee@streetwise-inc.com Dept: Street Email: jroussell@nixa.com

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Bid solicitation process, referenced as RFB-032-2022/Street desires to engage Contractor to perform certain construction work; and

WHEREAS the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such work under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

- 1. Manner and Time for Completion. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Construction Services in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar services. The Construction Services are more specifically described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within the 2022 calendar year. The Contractor will proceed, after which the order shall be issued by the City Administrator within 30 days after the date of execution of this Contract.
 - **a. Contract Term:** The term of the contract is for (1) one year, beginning upon the date of execution. The City may, at it's option, extend the contract for up to (4) four additional one-year terms, subject to the provisions of the Escalation/De-Escalation clause stated below.
 - b. Escalation/De-escalation:

Prices shall remain firm for a period of one year from the date of this contract's execution. Prices may be changed after the first year, not to exceed 5% in a given year. Increases will be considered for the following reasons:

An increase or decrease in the Contractor's cost of materials and/or labor rates may be justification for price change; however, this shall not be construed in any way to increase vendor's margin or profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City 30 days prior to the end of the current contract term. Approval of each request shall be sent in written form. The City reserves the right to terminate the contract due to an increase in said prices. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the Contractor shall notify the City of said decline.

2. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- **a. Workers' Compensation** Statutory coverage per RSMo. 287.010 et seq. **Employer's Liability** \$1,000,000.00
- b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-None Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its

employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-None Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.
- d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-None Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:
 - 1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
 - 2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
 - 3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
 - **e. Subcontracts.** In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
 - **f. Notice.** The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.
 - g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from

increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

- Performance and Payment Bonds. The Contractor shall furnish a Performance Bond and a 3. Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$25,000.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.
- 4. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.
- 5. Independent Contractor Clause. This Contract does not employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
- 6. Liquidated Damages. The parties mutually and expressly agree that time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in this Contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$500 per day for each and every calendar day that the performance of this Contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work

would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City.

7. Termination.

- a. For Cause. The City reserves the right to terminate this Contract by giving at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.
- b. For Convenience. The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.
- **8. City's Right to Proceed.** In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Liability and Indemnity.

- **a.** In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
- **b.** The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

- **c.** The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- **d.** The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.
- **e.** The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.
 - **g.** The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.
- **10.** Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.
- 11. Payment. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided hereunder. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) unless specifically and mutually agreed to in writing by both the City and the Contractor.
- **12. Contract Documents.** The entire Contract of the parties shall consist of the following documents:
 - **a.** This Contract
 - **b.** Exhibit A- Scope of Work
 - **c.** Exhibit B- Bid/Rate Sheet

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract

shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B.

- **13. Conflict of Interest.** Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.
- 14. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.
- **15. Nondiscrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.
 - **a.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - **b.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- **16. Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this Contract:
 - **a.** If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 - **b.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- **17. Notices.** All notices required or permitted hereinunder and required to be in writing may be given by electronic transmission or by first class mail addressed to City and Contractor at the addresses

shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by electronic transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

- 18. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.
- **19. Occupational License.** The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
- 20. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour constructions safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).
- 21. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
- 22. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Missouri Revised Statute Section 34.600, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.
- **23. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local Page **8** of **10**

laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

- **24. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
- **25. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

(Rest of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI	CONTRACTOR
Jimmy Liles, City Administrator	
Date:	Printed Name
ATTEST:	Title Date:
Rebekka Coffey, City Clerk	ATTEST:
Approved as to form:	
Nick Woodman, City Attorney	Printed Name
Director of Finance Certification:	Title
I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.	
Jennifer Evans, Director of Finance	

City of Nixa, MO Scope of Work

Paint to be applied: One coat of industry standard traffic marking paint with glass beads to be applied.

Locations for Striping: Various locations throughout the City of Nixa. Specific locations are listed in the "Line Items" tab.

To view locations, please call Jeff Roussell at 417-725-2353.

The contractor shall do all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform this task. The contractor shall complete the work to the satisfaction of the City of Nixa, at the price herein agreed upon.

The contractor shall at his own expense, wherever necessary or required, furnish safety devices, and take such other precautions as may be necessary to protect life and property.

The contractor shall ensure that newly applied pavement markings are protected from traffic until paint has cured and the method of protecting will not constitute a hazard to the traveling public. Any damage to any markings, because of tracking, shall be repaired by the contractor at his expense.

The City of Nixa reserves the right to accept or refuse any or all bids and reserves the right to cancel the project for budget constraints.



Supplier Award RFB-032-2022/Street Street Striping Award Date: 6/23/22 Streetwise Inc.

Contact Information

Contact: Stephanie Ewing

Address:Purchasing

715 W. Mt. Vernon St.

Nixa, MO 65714

Phone: (417) 449-0555 Email: sewing@nixa.com

Ship To Information

Contact: Jeff Roussell

Address:1111 W Kathryn St

Nixa, MO 65714-7510

Phone: (417) 725-2353

Streetwise Inc.

Contact: Ryan Lee

Address:13501 Arrington

Grandview, MO 64030

Phone: (816) 331-2355

Email: rlee@streetwise-inc.com

Award Lines

- VI	raid Lilles				
1	12,000', 4" Broken Yellow S. Gregg Rd, south of Highway 14 ROW to the er	nd of New Mic	cro Paving 200' past l	Butterfiel	d Intersection
	Quantity: 1 UOM: Total for LF Item Note: Will need layout	Unit price:	\$1,800.00	Total:	\$1,800.00
	<u> </u>				
2	12,000', 4" Solid Yellow S. Gregg Rd, south of Highway 14 ROW to the er	nd of New Mic	cro Paving 200' past l	Butterfiel	d Intersection
	Quantity: 1 UOM: Total for LF ltem Note: Will need layout	Unit price:	\$7,440.00	Total:	\$7,440.00
3	200' Solid White S. Gregg Rd, south of Highway 14, turn lanes Ne	w Micro Pavir	ıg.		
	Quantity: 1 UOM: Total for LF Item Note: Will need layout	Unit price:	\$120.00	Total:	\$120.00
4	1,400', Solid Yellow South Street east of Highway 160 ROW to Harris	son St.			
	Quantity: 1 UOM: Total for LF Item Note: New Asphalt	Unit price:	\$2,240.00	Total:	\$2,240.00
5	2,000' Broken Yellow South Street east of Harrison St. to Ozark St.				
	Quantity: 1 UOM: Total for LF Item Note: New Asphalt	Unit price:	\$600.00	Total:	\$600.00
6	1,250' Solid White Fog Line South Street east of Main Street to Ozark St.				
	Quantity: 1 UOM: Total for LF Item Note: New Asphalt	Unit price:	\$937.50	Total:	\$937.50
	'				
7	1,200 Solid Yellow S. Main St, @ Walnut Creek				
	Quantity: 1 UOM: Total for LF	Unit price:	\$1,380.00	Total:	\$1,380.00

	Item Note: New Asphalt				
8	1,200 Solid White, Fog Line S. Main St, @ Walnut Creek				
	Quantity: 1 UOM: Total for LF	Unit price:	\$1,380.00	Total:	\$1,380.00
	Item Note: New Asphalt	Office.	ψ1,300.00	Total.	ψ1,000.00
	<u> </u>				
9	1,130' Broken Yellow Tracker Rd, west of Highway 160 repaint existing	to City Limits			
	Quantity: 1 UOM: Total for LF	Unit price:	\$113.00	Total:	\$113.00
10	2,260' Solid White Tracker Rd, west of Highway 160 ROW. Repaint	Turn Lanes.		_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$745.80	Total:	\$745.80
11	2,000' Solid Yellow Tracker Turn Lane west of Highway, repaint existi	ing past ROW	1	_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$700.00	Total:	\$700.00
12	5,000' Solid Yellow W. Aldersgate Dr., 160 to Main St			_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$1,750.00	Total:	\$1,750.00
	Item Note: Repaint existing				
12	5 000' Proken Vollous				
13	5,000' Broken Yellow W. Aldersgate Dr., 160 to Main St				
	Quantity: 1 UOM: Total for LF	Unit price:	\$500.00	Total:	\$500.00
	Item Note: Repaint existing				
14	200' Solid White W. Aldersgate Dr, turn lane at Main.			_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$66.00	Total:	\$66.00
	Item Note: Repaint existing				
4.5	005015 1 1/1				
15	3950' Broken Yellow N. Gregg Rd, Tracker Rd to W Sleepy Hollow Dr.			F	
	Quantity: 1 UOM: Total for LF	Unit price:	\$395.00	Total:	\$395.00
	Item Note: Repaint existing				
4.0					
16	7900' Solid White Fog Line N. Gregg Rd, Tracker Rd to W Sleepy Hollow Dr.			_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$2,607.00	Total:	\$2,607.00

	Item Note: Repaint existing
17	70 - Painted Turn Arrows Gregg Rd and Aldersgate Dr.
	Quantity: 1 UOM: Total cost of Service Unit price: \$5,950.00 Total: \$5,950.00
18	4-Stop Blocks at various locations. Thermo Plastic, 2ft x 10ft Stop Bars
	Quantity: 1 UOM: Total cost of Service Unit price: \$1,520.00 Total: \$1,520.00
19	640 LF of 6" crosswalk, various locations Thermo Plastic, 6" crosswalk marking
	Quantity: 1 UOM: Total cost of Service Unit price: \$7,065.60 Total: \$7,065.60

Award Total: \$37,309.90



Supplier Award RFB-032-2022/Street Street Striping Award Date: 6/23/22 Streetwise Inc.

Contact Information

Contact: Stephanie Ewing

Address:Purchasing

715 W. Mt. Vernon St.

Nixa, MO 65714

Phone: (417) 449-0555 Email: sewing@nixa.com

Ship To Information

Contact: Jeff Roussell

Address:1111 W Kathryn St

Nixa, MO 65714-7510

Phone: (417) 725-2353

Streetwise Inc.

Contact: Ryan Lee

Address:13501 Arrington

Grandview, MO 64030

Phone: (816) 331-2355

Email: rlee@streetwise-inc.com

Award Lines

- VI	raid Lilles				
1	12,000', 4" Broken Yellow S. Gregg Rd, south of Highway 14 ROW to the er	nd of New Mic	cro Paving 200' past l	Butterfiel	d Intersection
	Quantity: 1 UOM: Total for LF Item Note: Will need layout	Unit price:	\$1,800.00	Total:	\$1,800.00
	<u> </u>				
2	12,000', 4" Solid Yellow S. Gregg Rd, south of Highway 14 ROW to the er	nd of New Mic	cro Paving 200' past l	Butterfiel	d Intersection
	Quantity: 1 UOM: Total for LF ltem Note: Will need layout	Unit price:	\$7,440.00	Total:	\$7,440.00
3	200' Solid White S. Gregg Rd, south of Highway 14, turn lanes Ne	w Micro Pavir	ıg.		
	Quantity: 1 UOM: Total for LF Item Note: Will need layout	Unit price:	\$120.00	Total:	\$120.00
4	1,400', Solid Yellow South Street east of Highway 160 ROW to Harris	son St.			
	Quantity: 1 UOM: Total for LF Item Note: New Asphalt	Unit price:	\$2,240.00	Total:	\$2,240.00
5	2,000' Broken Yellow South Street east of Harrison St. to Ozark St.				
	Quantity: 1 UOM: Total for LF Item Note: New Asphalt	Unit price:	\$600.00	Total:	\$600.00
6	1,250' Solid White Fog Line South Street east of Main Street to Ozark St.				
	Quantity: 1 UOM: Total for LF Item Note: New Asphalt	Unit price:	\$937.50	Total:	\$937.50
	'				
7	1,200 Solid Yellow S. Main St, @ Walnut Creek				
	Quantity: 1 UOM: Total for LF	Unit price:	\$1,380.00	Total:	\$1,380.00

	Item Note: New Asphalt				
8	1,200 Solid White, Fog Line S. Main St, @ Walnut Creek				
	Quantity: 1 UOM: Total for LF	Unit price:	\$1,380.00	Total:	\$1,380.00
	Item Note: New Asphalt	Office.	ψ1,300.00	Total.	ψ1,000.00
	<u> </u>				
9	1,130' Broken Yellow Tracker Rd, west of Highway 160 repaint existing	to City Limits			
	Quantity: 1 UOM: Total for LF	Unit price:	\$113.00	Total:	\$113.00
10	2,260' Solid White Tracker Rd, west of Highway 160 ROW. Repaint	Turn Lanes.		_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$745.80	Total:	\$745.80
11	2,000' Solid Yellow Tracker Turn Lane west of Highway, repaint existi	ing past ROW	1	_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$700.00	Total:	\$700.00
12	5,000' Solid Yellow W. Aldersgate Dr., 160 to Main St			_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$1,750.00	Total:	\$1,750.00
	Item Note: Repaint existing				
12	5 000' Proken Vollous				
13	5,000' Broken Yellow W. Aldersgate Dr., 160 to Main St				
	Quantity: 1 UOM: Total for LF	Unit price:	\$500.00	Total:	\$500.00
	Item Note: Repaint existing				
14	200' Solid White W. Aldersgate Dr, turn lane at Main.			_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$66.00	Total:	\$66.00
	Item Note: Repaint existing				
4.5	005015 1 1/1				
15	3950' Broken Yellow N. Gregg Rd, Tracker Rd to W Sleepy Hollow Dr.			F	
	Quantity: 1 UOM: Total for LF	Unit price:	\$395.00	Total:	\$395.00
	Item Note: Repaint existing				
4.0					
16	7900' Solid White Fog Line N. Gregg Rd, Tracker Rd to W Sleepy Hollow Dr.			_	
	Quantity: 1 UOM: Total for LF	Unit price:	\$2,607.00	Total:	\$2,607.00

	Item Note: Repaint existing
17	70 - Painted Turn Arrows Gregg Rd and Aldersgate Dr.
	Quantity: 1 UOM: Total cost of Service Unit price: \$5,950.00 Total: \$5,950.00
18	4-Stop Blocks at various locations. Thermo Plastic, 2ft x 10ft Stop Bars
	Quantity: 1 UOM: Total cost of Service Unit price: \$1,520.00 Total: \$1,520.00
19	640 LF of 6" crosswalk, various locations Thermo Plastic, 6" crosswalk marking
	Quantity: 1 UOM: Total cost of Service Unit price: \$7,065.60 Total: \$7,065.60

Award Total: \$37,309.90



Issue: A RESOLUTION OF THE NIXA CITY COUNCIL AUTHORIZING A MULTI-DAY

SPECIAL EVENT FOR THE NIXA DOWNTOWN REVITALIZATION COMMITTEE

NAMED SATURDAYS AT THE CROSSROADS

Date: July 25, 2022

Submitted By: Planning and Development

Background

Section 16-325 of the Nixa City Code requires that any special event that extends across multiple days must receive authorization from the City Council.

Analysis

The Nixa Downtown Revitalization Committee (NDRC) have submitted a Special Events Permit to have a portion of South Main Street, from Highway 14 to East Elm Street, closed during the same time that MoDOT has the Main Street and Highway 14 intersection closed to southbound traffic. The NDRC expects to have the road blocked August 1st - September 10th. MoDOT contractors expect to close the intersection for South Main Street traffic starting either the last week in July or the first week in August. The Special Event timeline will match MoDOT's timeline for the intersection improvements. If approved, the event will be allowed to start when MoDOT closes the intersection to southbound traffic and will end when MoDOT opens the intersection up to southbound traffic.

NDRC would like to create a "courtyard" atmosphere on South Main Street to East Elm Street for the purpose of bringing people downtown during the highway construction. Planned activities include food trucks, games for kids, face painting, music from local artists, kids as entrepreneurs' day, women's vendor day, petting zoo, and a fruit ninja.

Pedestrian safety is a top priority for this event. MoDOT will have traffic control measures in place at the highway 14 and South Main Street intersection to block southbound traffic onto South Main Street. MoDOT will also have detour signs and moveable road closure signs in place at East Elm Street. The NDRC will place concrete barricades in the northbound lane of South Main Street AT East Elm Street to provide extra level of safety for pedestrians. First responders will be able to access this area via the southbound lane of South Main Street where the movable detour signs will be placed. If MoDOT changes their traffic control measures at the Highway 14 and Main Street intersection, additional concrete barricades will be required to be placed by NDRC to prevent traffic from entering.

Section 16-327 provides for several conditions that must be satisfied for the special event, including:

1. For events to be located upon or require the closing or blocking of any street, alley, or road, or the use of any city-owned property or right-of-way areas, submission of a liability insurance policy in the amount of \$1,000,000 for any injury to any person, including death, arising out of



one incident; \$1,000,000 for any damage to property; \$1,000,000 automobile liability insurance for any injury to any person, including death, arising out of one incident. The City shall be an additional named insured for each of the above-referenced policies, and the special event sponsor shall execute a hold harmless agreement indemnifying the city.

- 2. A plan or description for fire protection for the special event, including a map specifying the location of 18' fire lanes.
- 3. A plan or description for emergency medical services for the special event.

Recommendation

Staff recommends the approval of this resolution.



A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING A MULTI-DAY EVENT FOR THE PROPOSED SPECIAL EVENT REFERRED TO AS SATURDAYS AT THE CROSSROADS.

WHEREAS Chapter 16, Article IX of the Nixa City Code contains the City's regulations regarding special events; and

WHEREAS said Article authorizes the Director of Planning and Development to issue Special Event Permits under certain terms and conditions; and

WHEREAS Chapter 16 requires City Council's authorization prior to the issuance of a Special Event Permit for any special event which includes: (1) the selling or distribution of fermented malt beverages on City-owned property or (2) for any multi-day special event; and

WHEREAS an application has been filed, which is attached hereto as "Resolution Exhibit A," for a Special Event Permit for an event referred to as "Saturdays at the Crossroads"; and

WHEREAS said application states that the special event is to include a multi-day event on City Right-of-Way; and

WHEREAS City Council desires to authorize a multi-day event on City Right-of-Way, provided that all applicable provisions of the Nixa City Code are complied with.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: City Council hereby provides its authorization to allow for a multi-day event on City Right-of-Way, as required by Chapter 16 of the Nixa City Code, for the proposed special event "Saturdays at the Crossroads", said event being more particularly described on the Special Events Permit Application attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A." Said authorization is expressly subject to full compliance with all applicable provisions of the Nixa City Code, including, without limitation, the provisions of Chapter 16, Article IX of the Nixa City Code. Said authorization for a multi-day special event shall begin on August 1, 2022, and shall terminate on September 10, 2022, or whenever the Missouri Department of Transportation, to the satisfaction of the City Administrator, has opened south bound traffic at the intersection of State Highway 14 and Main Street, whichever event of termination occurs first.

SECTION 2: The City Administrator, or designee, is hereby authorized to do all things necessary or convenient to carry out the terms of this Resolution provided that such actions are consistent with the terms and intent of this Resolution.

Page 1 of 2

RESOLUTION NO. 2021-078

46 47		If be in full force and effect from and after its final approval by the Mayor, subject to the provisions
48	of section 3.11(g) of the City Charter.	approval by the Mayor, subject to the provisions
49	(0)	
50		
51	ADOPTED BY THE COUNCIL THIS 25	h DAY OF JULY, 2022.
52		ATTEOT
53		ATTEST:
54 55		
56	PRESIDING OFFICER	CITY CLERK
57	TRESIDING OF FIGER	OTT GEETAX
58		
59	APPROVED BY THE MAYOR THIS	DAY OF, 2022.
60		
61		ATTEST:
62		
63 64	MAYOR	CITY CLERK
65	IVIATOR	CITI CLLIKK
66		
67	APPROVED AS TO FORM:	
68		
69		
70	CITY ATTORNEY	

SPECIAL EVENTS PERMIT

Applicant Information				
Date of Application 7/18/22	Permit No.			
Applicant Name Nixa Downtown Revitaliza	ation Com	mitta/	<u> </u>	
Mailing Address - Street Name/Number (Applicant)	City		State	Zip Code
101 S Main St	Nixa		MO	65714
Applicant Phone Number 4172302149	Applicant Email Add		vnnixa	ı.com
Address or location of Special Event (Please submit a map Main Street & Mt. Vernon	= :	on to	Elm S	Street
Sponsor Information				
Nixa Downtown Revitaliza	ation Com	mitte	Э	
Mailing Address - Street Name/Number (Applicant) 101 S Main St	Nixa		State MO	Zip Code 65714
Sponsor Phone 4172302149	Sponsor Email info@do\	wntov	vnnixa	ı.com
 Estimated number of participants. Will there be off-premise advertising? Will there be off-premise vendors? Will there be a live band or sound system, lighted. 	nting or loud	Yes Yes Yes	x	No

Yes	No
Yes x	No 🗌
Yes x	No 🗌
Yes x	No 🗌
Yes x	No 🗌
Yes	No 🔳
Yes x	No 🗌
	Yes x Yes x Yes x Yes x

^{*}Multi-Day events or any event serving or distributing alcohol will require approval from Nixa City Council.

^{**} For events requiring the closure or blockage of any street, alley, or road; or the use of any city-owned property or right of way areas, submission of a liability policy in the amount of one million dollars (\$1,000,000) for any injury to any person, including death, arising out of one incident. The City of Nixa shall be an additional named insure for each of the above-referenced policies and the special event sponsor(s) shall execute a Hold Harmless Agreement indemnifying the City of Nixa.



The cost of City services or equipment that is used for the event will be incurred by the applicant.				
Purpose and /or Description of Event See attachment.				
Start Date & Time	End Date & Time			
August 1, 2022	September ⁻	10, 2022		
I hereby certify that the answers and other information have ready and understand the above procedures Events Regulations and by signing this form, acknowledges	and requirements as th	ey pertain to City Special		
Signature of Applicant		^{Date} 7/18/22		
Printed Name Ashley Gates				
For Office Use Only Approved Denied				
City Planner Signature		Date		
Parks Director Signature		Date		
Notes				
Police Chief Signature		Date		
Notes				
Public Works Director Signature		Date		
Notes				
Approved by City Council Resolution Number:	Date			



Events Permit Description

The businesses downtown are struggling from the road construction on Main Street right now. The street is already going to close off northbound, so we are requesting to close the street once the south side of 14 is closed until it reopens and maintain this area as a "Courtyard." We are requesting no vehicles be permitted from the north side of Elm Street up to the road construction. We will be sure to put additional parking signs up to keep parking available. During this time, we plan to have vendors, including food trucks and shopping vendors along with some games set up for kids and adults to have a place to come hang out. We plan to have street music from a few local artists. We will keep our stores open later to accodomate more people during this time as well. We plan to try out some different themes such as "Kids as Entrepreneurs Day" where all of our vendors are kids businesses only and also a "Women's Vendor Day." On Saturdays we will have more things such as a petting zoo, fruit ninja, and face painting. We do already have insurance in place from our Creepin at the Crossrads event in 2021. Our coverage is good for one year, and we did confirm we would be covered for this event.

City of Nixa-Business License Report

2021 Business Licenses

2021	New	Renewal	Total
Prepaid for 2021	4	242	246
January	4	173	177
February	6	49	55
March	13	53	66
April	14	39	53
May	27	55	82
June	17	14	31
July	12	5	17
August	11	5	16
September	17	7	24
October	7	0	7
November	4	0	4
December	2	0	2
Total	138	642	780

2022 Business Licenses

2022	New	Renewal	Total
Prepaid for 2022	6	354	360
January	15	120	135
February	11	43	54
March	16	91	107
April	11	27	38
May	12	13	25
June	7	4	11
July			
August			
September			
October			
November			
December			
Total	78	652	730

Business Name	Business Physical	Business Description
Hart of the Ozarks Ice Cream Delights	103 Aspen Dr	Mobile Food Truck-Ice Cream
Shimmering Teeth Whitening	586 E. Katella Cr	Teeth Whitening Services
Trustar Electric	609 W. Kathryn	Electrical Contractor
Body Wisdom	307 S. West St. Ste. 700	Massage Therapy
Green Things Juice Bar	107 W. Aldersgate Dr. Ste. 10	Juice and Smoothie Bar
Susan's House of Gold	401 W. White Ash	Paparrazi Jewelry Sales
CEI Construction	1670 E. Trafficway St. (Springfield)	Contractor



City of Nixa, MO

Detail Report - Cash in Bank Accounts Account Summary

Date Range: 01/01/2022 - 06/30/2022

Account	Name		Beginning Balance	Total Activity	Ending Balance
Fund: 01 - ELECTRIC					
<u>01-10050</u>	CLAIM ON CASH - ELECTRIC FUND		3,419,860.52	1,467,173.40	4,887,033.92
<u>01-10060</u>	CLAIM ON UT CASH - ELECTRIC		0.00	0.00	0.00
<u>01-10090</u>	CASH IN SAVINGS - OPERATING RESERVES		3,750,000.00	-694,671.00	3,055,329.00
<u>01-10450</u>	CASH IN SAVINGS-MISCELLANEOUS		5,643,800.68	20,379.46	5,664,180.14
<u>01-10470</u>	CASH IN SAVINGS - FUTURE PROJECT		404,204.02	201,299.48	605,503.50
<u>01-10610</u>	PETTY CASH-OLD		1,400.00	0.00	1,400.00
		Total Fund: 01 - ELECTRIC:	13,219,265.22	994,181.34	14,213,446.56
Fund: 02 - WATER					
02-10050	CLAIM ON CASH - WATER		1,349,472.90	-328,621.68	1,020,851.22
<u>02-10060</u>	CLAIM ON UT CASH - WATER		0.00	0.00	0.00
02-10090	CASH IN SAVINGS - OPERATING RESERVES		450,000.00	213,228.00	663,228.00
02-10450	CASH IN SAVINGS-MISCELLANEOUS		2,321,574.35	6,846.23	2,328,420.58
02-10470	SAVINGS - FUTURE PROJECT		0.00	0.00	0.00
02-10480	SAVINGS-2013 WELL & TOWER P&I		0.00	0.00	0.00
		Total Fund: 02 - WATER:	4,121,047.25	-108,547.45	4,012,499.80
Fund: 03 - WASTE WATER					
<u>03-10050</u>	CLAIM ON CASH - WASTE WATER		321,719.51	343,366.06	665,085.57
<u>03-10060</u>	CLAIM ON UT CASH - WASTE WATER		0.00	0.00	0.00
03-10090	CASH IN SAVINGS - OPERATING RESERVES		500,000.00	-9,232.00	490,768.00
<u>03-10260</u>	CASH IN RESERVE-BONDS		50,003.87	0.00	50,003.87
<u>03-10280</u>	SRF RESERVE FUND - CD		14,375.47	0.00	14,375.47
<u>03-10450</u>	CASH IN SAVINGS-MISCELLANEOUS		4,070,691.98	10,571.14	4,081,263.12
03-10470	CASH IN SAVINGS - FUTURE PROJECT		606,305.99	1,404.69	607,710.68
<u>03-10510</u>	SAVINGS - NW LIFT STATION P & I		0.00	0.00	0.00
		Total Fund: 03 - WASTE WATER:	5,563,096.82	346,109.89	5,909,206.71
Fund: 10 - ARPA					
<u>10-10050</u>	CLAIM ON CASH - ARPA		0.00	0.00	0.00
10-10475	SAVINGS - ARPA		2,273,696.78	-12,898.19	2,260,798.59
		Total Fund: 10 - ARPA:	2,273,696.78	-12,898.19	2,260,798.59
Fund: 11 - GENERAL					
11-10050	CLAIM ON CASH - GENERAL		2,787,715.91	-182,451.96	2,605,263.95
11-10100	FORFEITED PROPERTY		1,380.34	3.15	1,383.49
11-10500	CASH IN BANK - SAVINGS		564,518.92	8,557.15	573,076.07
11-10600	CASH IN BANK - BOND SAVINGS		0.00	0.00	0.00
11-10603	POOL-BLDG-FITNESS SAVINGS		542,761.80	30,778.88	573,540.68

7/20/2022 2:14:11 PM Page 1 of 3

Detail Report - Cash in Bank Accounts

Date Range: 01/01/2022 - 06/30/2022

Account	Name		Beginning Balance	Total Activity	Ending Balance
<u>11-10701</u>	POLICE IMPACT FEES - SAVINGS		51,377.22	117.52	51,494.74
<u>11-10702</u>	PARK IMPACT FEES - SAVINGS		721,821.17	1,651.04	723,472.21
<u>11-10730</u>	SAVINGS IN LIEU OF DETENTION		95,112.34	217.56	95,329.90
<u>11-10801</u>	CASH IN SAVINGS-PARK SAVINGS		1,608,733.10	3,679.70	1,612,412.80
<u>11-10850</u>	SAVINGS - ECONOMIC DEVELOPMENT		688,592.84	1,575.05	690,167.89
<u>11-10901</u>	CASH IN SAVINGS - OPERATING RESERVES		2,700,000.00	555,132.00	3,255,132.00
<u>11-11400</u>	PETTY CASH		2,000.00	-200.00	1,800.00
		Total Fund: 11 - GENERAL:	9,764,013.64	419,060.09	10,183,073.73
Fund: 13 - STREET					
<u>13-10050</u>	CLAIM ON CASH - STREET		848,686.31	279,581.98	1,128,268.29
<u>13-10500</u>	CASH IN BANK - SAVINGS		1,743,645.04	5,132.92	1,748,777.96
<u>13-10703</u>	SAVINGS - WINDHAM MANOR/CARNAGIE RD		48,558.31	111.05	48,669.36
<u>13-10704</u>	SAVINGS - FIRE DISTRICT/SCHATZ LANE		322.90	0.74	323.64
<u>13-10705</u>	SAVINGS - N MAIN/TRACKER		55,216.39	126.29	55,342.68
<u>13-10711</u>	SAVINGS - JACKS PLACE		15,999.87	36.59	16,036.46
<u>13-10712</u>	SAVINGS - NORTON ROAD		16,927.42	38.72	16,966.14
<u>13-10714</u>	SAVINGS-CC & MAIN		60,231.83	137.76	60,369.59
<u>13-10715</u>	SAVINGS-ROLLING HILLS-GREGG RD		52,188.78	119.36	52,308.14
<u>13-10716</u>	SAVINGS-ROLLING HILLS-INMAN		39,492.39	90.33	39,582.72
<u>13-10718</u>	SAVINGS - BLACKSTONE		93,356.67	213.53	93,570.20
<u>13-10901</u>	CASH IN SAVINGS - OPERATING RESERVES		445,000.00	64,538.00	509,538.00
		Total Fund: 13 - STREET:	3,419,625.91	350,127.27	3,769,753.18
		Grand Totals:	38,360,745.62	1,988,032.95	40,348,778.57

7/20/2022 2:14:11 PM Page 2 of 3

Detail Report - Cash in Bank Accounts

Date Range: 01/01/2022 - 06/30/2022

Fund Summary

Fund		Beginning Balance	Total Activity	Ending Balance
01 - ELECTRIC		13,219,265.22	994,181.34	14,213,446.56
02 - WATER		4,121,047.25	-108,547.45	4,012,499.80
03 - WASTE WATER		5,563,096.82	346,109.89	5,909,206.71
10 - ARPA		2,273,696.78	-12,898.19	2,260,798.59
11 - GENERAL		9,764,013.64	419,060.09	10,183,073.73
13 - STREET		3,419,625.91	350,127.27	3,769,753.18
	Grand Total:	38,360,745.62	1,988,032.95	40,348,778.57

7/20/2022 2:14:11 PM Page 3 of 3

2021 Building Permits

				arranng r c				
	New Res.	*Misc. Res.	Duplex Units	Apartment Bldg	New Bus. Bldg.	Infill	**Misc. Bus.	MO to DATE
January	18	23	0	0	0	4	1	46
February	6	14	0	0	0	2	3	25
March	41	32	0	0	0	5	8	86
April	21	29	0	0	0	4	5	59
May	7	20	0	0	0	7	12	46
June	7	37	0	1	0	5	13	63
July	12	23	0	0	1	2	2	40
August	24	26	1	0	2	3	5	61
September	40	26	0	0	2	3	6	77
October	55	18	0	0	0	3	9	85
November	22	20	0	0	0	6	1	49
December	24	18	0	0	0	3	3	48
Total To-Date	277	286	1	1	5	47	68	685

# of Units Duplexes	# of Units Multi Family
_	
2	4
2	
	8
4	12

2022 Building Permits - To Date

	New Res.	*Misc. Res.	Duplex Units	Apartment Bldg	New Bus. Bldg.	Infill	**Misc. Bus.	MO to
January	34	10	0	0	, and the second	2	7	53
February	9	10	0	0	0	4	3	26
March	14	28	0	0	0	2	7	51
April	24	18	0	0	1	0	6	49
May	16	38	0	1	0	1	8	64
June	6	39	0	3	1	3	6	58
July								0
August								0
September								0
October								0
November			·					0
December			·					0
Total To-Date	103	143	0	4	2	12	37	301

# of Units Duplexes	# of Units Multi Family
	23
	<i>7</i> 5
0	98

Duplex & Apartments are # of buildings

^{*}Misc. Res. includes house additions, garage/storage bldgs, fences, demolition.

^{**}Misc. Bus. includes remodels, additions, fences, demolition, signs.



Nixa Police Department Monthly Report Printed: 7/5/2022 3:39 PM

2022	MVA	CAD CFS	MULTIPLE UNITS	REPORTS	ALL TICKETS	WARNINGS	PHYSICAL ARRESTS	TOTAL CHARGES	DWI CHARGES	DISPATCH TO ARRIVAL	DISPATCH TO PRIORITY
Jan	28	2948	621	286	121	956	34	65	8	5.49	4.12
Feb	26	3345	638	272	84	697	41	60	9	6.28	5.47
Mar	12	2947	563	326	79	759	46	116	7	7.20	4.33
Apr	24	2860	656	335	80	709	24	107	10	6.51	3.02
May	39	2791	686	322	104	669	27	69	2	7.10	3.23
Jun	19	3076	685	335	90	712	39	51	8	6.37	4.11
Total	148	17967	3849	1876	558	4502	211	46 8	44	6.49	4.05

					NIXA POL	ICE REPORT 2	2021				
2021	MVA	CAD CFS	MULTIPLE UNITS	REPORTS	ALL TICKETS	WARNINGS	PHYSICAL ARRESTS	TOTAL CHARGES	DWI CHARGES	DISPATCH TO ARRIVAL	DISPATCH TO PRIORITY
Jan	34	4126	606	391	170	1095	50	102	11	6.06	3.50
Feb	22	3210	464	279	143	669	28	44	11	6.41	3.82
Mar	17	3096	666	389	160	983	43	148	18	6.21	3.53
Apr	30	3198	662	419	166	997	62	126	21	6.23	3.22
May	26	3729	650	408	164	1241	55	129	21	5.40	3.60
Jun	24	3867	594	369	122	868	51	113	11	5.59	3.29
Total	153	21226	3642	2255	925	5853	289	662	93	5.98	3.49

	NIXA POLICE REPORT 2020												
2020	MVA	CAD CFS	MULTIPLE UNITS	REPORTS	ALL TICKETS	WARNINGS	PHYSICAL ARRESTS	TOTAL CHARGES	DWI CHARGES	DISPATCH TO ARRIVAL	DISPATCH TO PRIORITY		
Jan	20	3113	520	270	95	648	30	70	6	8.10	3.42		
Feb	22	3173	544	248	145	694	30	75	10	8.17	3.37		
Mar	15	2960	532	247	78	419	20	47	2	7.27	3.49		
May	32	3295	660	292	124	532	32	98	11	7.13	3.48		
Jun	25	3377	580	335	95	670	27	66	9	8.27	3.41		
Aug	22	3494	645	335	202	1094	31	91	5	6.07	3.59		
Total	136	19412	3481	1727	739	4057	170	447	43	7.50	3.46		

	NIXA POLICE REPORT THREE YEAR AVERAGES													
3 YEAR	MVA	CAD	MULTIPLE	REPORTS	ALL	WARNINGS	PHYSICAL	TOTAL	DWI	DISPATCH	DISPATCH			
AVGS	IVIVA	CFS	UNITS	KLFOKIS	TICKETS		ARRESTS	CHARGES	CHARGES	TO ARRIVAL	TO PRIORITY			
Jan	27	3396	582	316	129	900	38	79	8	6.55	3.81			
Feb	23	3243	549	266	124	687	33	60	10	6.95	4.65			
Mar	15	3001	587	321	106	720	36	104	9	6.89	3.93			
Apr	25	2971	617	331	94	586	34	103	12	6.97	3.12			
May	32	3272	665	341	131	814	38	99	11	6.54	3.42			
Jun	23	3440	620	346	102	750	39	77	9	6.74	3.70			
Total	146	19535	3657	1953	741	4804	223	526	60	7	3.77			

CITY	OF NIX	A MISSO	URI
SVIES	אום וופו	E TAY H	ISTORY

						0,1220,1112	OOL TAX TIIO				Monthly	YTD		
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	-	Comparison	YTD-2021	YTD-2022
							ERAL SALES T						-	
Jan	170,903.67	160,369.02	203,873.68	203,167.52	239,598.60	186,648.99	230,754.39	281,965.80	266,966.53	262,619.87	-1.63%	-1.63%	266,966.53	262,619.87
Feb	165,303.96	165,555.71	166,523.60	161,651.01	184,450.90	191,809.99	199,836.09	227,923.39	230,684.38	267,291.93	15.87%	6.48%	497,650.91	529,911.80
Mar	171,355.79	182,308.15	201,706.06	244,697.33	219,062.32	251,517.26	280,819.38	237,997.34	301,440.82	271,307.30	-10.00%	0.27%	799,091.73	801,219.10
Apr	172,582.10	163,780.74	189,468.52	208,605.73	195,434.89	206,482.08	176,373.93	237,439.03	231,987.94	282,348.40	21.71%	5.09%	1,031,079.67	1,083,567.50
May	146,741.12	211,452.34	173,634.70	163,579.95	170,216.11	197,517.33	199,327.01	198,873.92	249,466.22	283,520.56	13.65%	6.76%	1,280,545.89	1,367,088.06
Jun	199,106.41	201,844.57	222,738.50	277,622.54	229,348.43	224,756.53	276,916.14	270,564.40	321,103.23	315,863.52	-1.63%	5.08%	1,601,649.12	1,682,951.58
Jul	193,175.57	235,610.17	262,584.10	228,654.18	255,499.94	260,059.29	253,117.80	285,604.94	319,032.92	338,195.09	6.01%	5.23%	1,920,682.04	2,021,146.67
Aug	132,440.91	155,116.91	170,176.81	169,425.81	189,701.17	239,172.18	188,358.67	259,268.38	301,158.76	000,100.00	0.0170	0.2070	2,221,840.80	2,021,146.67
Sep	209,618.14	241,067.47	241,979.80	263,100.65	243,187.01	240,950.12	290,668.07	323,286.59	384,518.72				2,606,359.52	2,021,146.67
Oct	183,811.50	192,130.56	214,240.94	213,968.36	198,034.14	198,296.76	203,911.38	238,206.16	283,757.63				2,890,117.15	2,021,146.67
Nov	147,194.77	166,801.73	184,766.95	177,650.69	133,415.08	222,712.99	198,327.81	227,432.09	237,032.38				3,127,149.53	2,021,146.67
Dec	215,203.62	235,533.14	229,154.32	225,578.68	332,494.35	177,476.77	218,312.63	314,197.57	296,317.00				3,423,466.53	2,021,146.67
Annual	213,203.02	200,000.14	223,134.32	223,370.00	332,434.33	111,410.11	210,312.03	314,137.37	230,317.00				3,423,400.33	2,021,140.07
Totals	2,107,437.56	2,311,570.51	2.460.847.98	2,537,702.45	2.590.442.94	2,597,400.29	2,716,723.30	3,102,759.61	3,423,466.53	2.021.146.67				
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Increase	2.38%	9.69%	6.46%	3.12%	2.08%	0.27%	4.59%	14.21%	10.34%					
(Decrease)	2.0070	0.0070	0.1070	0.1270	2.0070	0.2.70	110070		10.0170					
						4/00/ TD 41/0D	0DT4TI0N 041	50 TAY						
							ORTATION SAL							
Jan	85,451.78	80,184.59	101,936.86	101,583.94	119,799.42	93,324.62	115,377.16	140,982.94	133,483.16	131,309.94	-1.63%	-1.63%	133,483.16	131,309.94
Feb	82,652.14	82,777.85	83,261.82	80,825.58	92,225.33	95,905.30	99,917.97	113,961.77	115,341.77	133,646.10	15.87%	6.48%	248,824.93	264,956.04
Mar	85,677.92	91,154.08	100,853.16	122,348.47	109,531.20	125,758.43	140,409.79	118,998.80	150,720.40	135,653.75	-10.00%	0.27%	399,545.33	400,609.79
Apr	86,291.15	81,890.24	94,734.04	104,303.26	97,717.40	103,240.95	88,187.37	118,719.79	115,994.15	141,174.35	21.71%	5.09%	515,539.48	541,784.14
May	73,370.59	105,726.32	86,817.16	81,789.83	85,107.85	98,758.57	99,663.36	99,436.87	124,733.06	141,760.58	13.65%	6.76%	640,272.54	683,544.72
Jun	99,553.11	100,922.26	111,369.19	138,811.11	114,674.20	112,378.43	138,457.86	135,282.21	160,551.63	157,931.85	-1.63%	5.08%	800,824.17	841,476.57
Jul	96,588.07	117,804.91	131,292.26	114,327.37	127,749.90	130,029.60	126,558.89	142,802.54	159,516.54	169,097.51	6.01%	5.23%	960,340.71	1,010,574.08
Aug	66,220.51	77,558.63	85,088.39	84,712.93	94,850.66	119,585.95	94,179.35	129,634.50	150,579.37				1,110,920.08	1,010,574.08
Sep	104,808.91	120,533.71	120,989.87	131,550.47	121,593.54	120,474.86	145,334.33	161,643.25	192,259.61				1,303,179.69	1,010,574.08
Oct	91,905.82	96,065.04	107,120.46	106,984.36	99,017.05	99,148.48	101,955.75	119,103.07	141,878.68				1,445,058.37	1,010,574.08
Nov	73,597.09	83,400.90	92,383.47	88,825.29	66,707.62	111,356.45	99,164.23	113,715.85	118,516.03				1,563,574.40	1,010,574.08
Dec Annual	107,601.49	117,766.50	114,577.29	112,789.21	166,246.94	88,738.72	109,156.26	157,098.77	148,158.33				1,711,732.73	1,010,574.08
Totals	1,053,718.58	1,155,785.03	1 230 423 97	1,268,851.82	1 295 221 11	1,298,700.36	1,358,362.32	1,551,380.36	1,711,732.73	1 010 574 08				
	1,000,110.00	1,100,100.00	1,200,120.01	1,200,001.02	1,200,221111	1,200,700.00	1,000,002.02	1,001,000.00	1,7 11,7 02.7 0	1,010,011.00				
						1.5% GE	NERAL USE TA	4Χ						
Jan						0.00	40,957.72	26,944.56	40,395.24	62,141.26	53.83%	53.83%	40,395.24	62,141.26
Feb						0.00	41,260.15	35,945.84	69,548.46	70,856.15	1.88%	20.97%	109,943.70	132,997.41
Mar						0.00	51,320.34	58,222.61	117,461.50	74,476.83	-36.59%	-8.76%	227,405.20	207,474.24
Apr						0.00	31,425.74	40,181.89	263.44	76,519.49	28946.27%	24.74%	227,668.64	283,993.73
May						0.00	29,545.98	58,557.25	42,985.51	57,362.34	33.45%	26.12%	270,654.15	341,356.07
Jun						0.00	29,097.73	67,967.94	43,283.80	68,255.02	57.69%	30.48%	313,937.95	409,611.09
Jul						0.00	29,569.58	61,605.47	41,703.51	55,260.44	32.51%	30.71%	355,641.46	464,871.53
Aug						0.00	41,311.33	53,528.82	48,855.47	,			404,496.93	464,871.53
Sep						5,181.06	39,641.68	51,522.38	79,288.35				483,785.28	464,871.53
Oct						17,116.33	23,107.99	42,133.03	58,843.44				542,628.72	464,871.53
Nov						24,732.45	34,863.34	50,454.82	55,069.45				597,698.17	464,871.53
Dec						21,474.57	36,905.33	42,602.34	65,634.02				663,332.19	464,871.53
Annual						,	22,222.00	,	22,22.102				,	,
Totals						68,504.41	429,006.91	589,666.95	663,332.19	464,871.53				
							526.25%	37.45%	12.49%					
	2022				2	022						2022		

Budgeted Sales Tax YTD - General

Actual Sales Tax YTD - General Over/(Under) Budget YTD - General

\$2,074,116.33 2,021,146.67 \$ (52,969.66) **Budgeted Sales Tax YTD - Transportation** Actual Sales Tax YTD - Transportation Over/(Under) Budget YTD - Transportation

\$1,037,058.17 1,010,574.08 \$ (26,484.09)

Budgeted Use Tax YTD Actual Use Tax YTD Over/(Under) Budget YTD \$ 82,762.53

\$ 382,109.00 464,871.53

City of Nixa, Missouri 2022 Year-to-date Activity BUDGET DASHBOARD (as amended) **As of 6-30-2022**

									1						1			
						Other										Restricted/	12/31/2022	Operations
	1/1/2	2022			Sales/Fees/Fines	Revenue/Sources			Personnel	Operating					Revenue over	Committed	Estimated Ending Balance	as % of
	Beginning Ca	ash Balance G	rant Revenue	Tax Revenue	Revenue	of funds	Transfers In	Total Revenue	Expense	Expense	Capital Outlay	Debt/Lease	Transfers Out	Total Expense	Expenses	Reserves	Unrestricted Funds	Revenue
General Fund																		-
Administration	\$	5,174,913	-	3,171,880	753,452	24,733	1,165,158	\$ 5,115,223	653,660	838,358	139,455	2,968	-	\$ 1,634,441	3,480,782	(3,987,933)	\$ 4,667,762	1
Communications			-	-	-	-	-	-	68,194	18,788	-	-	-	86,981	(86,981)		(86,983	1)
Finance			-	-	-	-	-	-	239,118	20,790	-	-	-	259,907	(259,907)		(259,907	7)
Legal			-	-	-	-	-	-	56,205	11,109	-	-	-	67,314	(67,314)		(67,314	4)
Economic Development			-	-	-	-	-	-	-	36,494	-	-	-	36,494	(36,494)		(36,494	4)
Human Resources			-	-	-	-	-	-	62,387	15,258	-	-	-	77,646	(77,646)		(77,646	5)
Police		1,470,093	8,269	-	13,528	62,298	-	84,095	1,803,325	348,607	18,543	-	-	2,170,474	(2,086,379)	(63,707)	(679,993	3)
Park		2,857,962	20	-	648,486	77,760	-	726,266	443,969	223,859	129,520	-	-	797,348	(71,081)	(2,382,184)	404,696	5
Planning & Development		89,007	-	-	209,396	7	-	209,403	282,345	51,801	-	-	-	334,146	(124,744)		(35,737	7)
Stormwater		172,039	-	-	2,894	218	-	3,112	44	32,346	458,349	-	-	490,740	(487,628)	(95,112)	(410,703	1)
Total General Fund	\$	9,764,014	8,289	3,171,880	1,627,756	165,015	1,165,158	\$ 6,138,099	3,609,247	1,597,410	745,867	2,968	-	\$ 5,955,492	182,607	(6,528,937)	\$ 3,417,684	84.83%
																		_
Special Revenue Funds																		
Streets/Central Garage	\$	3,419,626	189,114	1,256,070	2,768	210,535	-	\$ 1,658,487	445,199	579,301	207,958	-	133,511	\$ 1,365,968	292,519	(891,833)	\$ 2,820,312	61.77%
ARPA	\$	2,273,697	21,889	-	-	5,212	-	\$ 27,102	-	-	-	-	40,000	40,000	(12,898)		2,260,799	∮
Total Special Revenue Funds	\$	5,693,323	211,003	1,256,070	2,768	215,748	-	1,685,589	445,199	579,301	207,958	-	173,511	1,405,968	279,620	(891,833)	\$ 5,081,110)
																		_
Total Governmental Funds	\$	15,457,336	219,293	\$ 4,427,950	\$ 1,630,524	\$ 380,763	\$ 1,165,158	\$ 7,823,688	\$ 4,054,446	\$ 2,176,711	\$ 953,825	\$ 2,968	\$ 173,511	\$ 7,361,460	\$ 462,228	\$ (7,420,769)	\$ 8,498,795	آذ
								•		•	•		•		-			=
Enterprise Funds																		
Electric	\$	13,219,265	-	-	8,617,401	51,347	-	\$ 8,668,748	806,823	5,526,404	611,837	-	572,612	\$ 7,517,676	\$ 1,151,072	\$ (3,112,469)	\$ 11,257,868	79.66%
Water/Utility Billing	\$	4,121,047	-	-	1,457,672	113,328	-	\$ 1,571,000	457,450	510,951	308,969	132,413	260,741	1,670,524	(99,524)	(872,348)	3,149,176	78.24%
Wastewater/Recycle	\$	5,563,097	-	-	1,795,672	246,469	-	\$ 2,042,141	405,428	360,851	491,258	354,452	158,295	1,770,284	271,857	(588,924)	5,246,030	45.27%
Total Enterprise Funds	\$	22,903,409	-	-	11,870,745	411,144	-	\$ 12,281,889	1,669,701	6,398,207	1,412,064	486,864	991,648	\$ 10,958,484	\$ 1,323,405	\$ (4,573,741)	\$ 19,653,074	<u> </u>
																•		_
Total Government, ALL FUNDS	\$	38,360,746	219,293	\$ 4,427,950	\$ 13,501,269	\$ 791,907	\$ 1,165,158	\$ 20,105,577	\$ 5,724,147	\$ 8,574,917	\$ 2,365,889	\$ 489,832	\$ 1,165,158	\$ 18,319,945	\$ 1,785,632	\$ (11,994,510)	\$ 28,151,869	эŢ
	1			-				•	-	-	-	-	-		Net change in	n Assets/Liabilities		
															Ending Unrestri	cted Cash Balance	\$ 28,354,267	,

City of Nixa, Missouri 2022 BUDGET DASHBOARD (as amended)

	1/1/2022 Estimated Beginning Cash Balance	Grant Revenue	Tax Povonuo	Sales/Fees/Fines Revenue	Other Revenue/Sources of funds T	ransfers In	Total Revenue	Personnel Expense	Operating Expense	Capital Outlay	Dobt/Loaso	Transfers Out	Total Evnanca	Revenue over Expenses	Use of Impact Fees	Restricted Reserves	12/31/2022 Estimated Ending Balance Unrestricted Funds	Operations as % of Revenue
General Fund	Cush Bulance	Grant Revenue	rax neveriue	nevenue	or ranas	Talisters III	Total Neverlue	Ехрепас	Ехрепас	Capital Outlay	Debt/ Lease	Transiers Out	Total Expense	Ехрепзез	1003	Reserves	omestricted rands	Revenue
Administration	\$ 5,174,913	2,000	5,702,035	1,391,700	47,000	3,325,773	\$ 10,468,508	1,455,702	1,560,558	1,172,388	287,800	-	\$ 4,476,448	5,992,060		(3,299,340)	\$ 7,867,632	A
Communications	-, ,	-	-	-	-	-		151,745	38,503	-	-	-	190,248	(190,248			(190,248	5
Finance		-	-	-	-	-		483,556	28,230	-	-	-	511,786	(511,786	;) -		(511,786	5
Legal		-	-	-	-	-		175,686	11,618	-	-	-	187,304	(187,304	•		(187,304	S. C.
Economic Development		1,500	-	-	-	-	1,500	-	61,125	-	-	-	61,125	(59,625	-		(59,625	
Human Resources		-	-	-	-	-		159,375	8,103	-	-	-	167,478	(167,478	-		(167,478	,
Police	1,470,093	15,000	-	94,700	33,800	-	143,500	3,856,590	510,913	730,000	312,423	11,126	5,421,052	(5,277,552	(19,670	7,341	(3,819,789	Л
Park	2,857,962	1,500	-	1,035,150	99,000	-	1,135,650	1,196,759	513,975	1,433,000	-	541	3,144,275	(2,008,625	(44,370) (7,260)	797,707	A
Planning & Development	89,007	-	-	363,000	950	-	363,950	621,348	108,315	-	-	2,332	731,995	(368,045	-		(279,038	,
Stormwater	172,039	-	-	10,000	500	600,000	610,500	2,500	53,200	944,358	-	-	1,000,058	(389,558	-	(95,112)	(312,631	Л
Total General Fund	\$ 9,764,014	20,000	5,702,035	2,894,550	181,250	3,925,773	\$ 12,723,608	8,103,261	2,894,540	4,279,746	600,223	13,999	\$ 15,891,768	(3,168,161	.) (64,040	(3,394,372)	\$ 3,137,441	98.69%
Special Revenue Funds																		
Streets/Central Garage	\$ 3,419,626	3,901,300	2,589,814	119,000	20,500	46,472	\$ 6,677,086	983,039	1,055,113	6,094,136	46,000	267,021	\$ 8,445,309	(1,768,223	-	(891,833)	\$ 759,570	30.52%
ARPA	\$ 2,273,697	2,271,601	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	8,000	-	\$ 2,279,601	-	-,,	-	-	3.962.767	3,962,767	(1,683,166			590,531	
Total Special Revenue Funds	\$ 5,693,323	6,172,901	2,589,814	119,000	28,500	46,472	8,956,687	983,039	1,055,113	6,094,136	46,000	-,,-	12,408,076	(3,451,389		(891,833)		
								_										<u>-</u>
Total Governmental Funds	\$ 15,457,336	\$ 6,192,901	\$ 8,291,848	\$ 3,013,550	\$ 209,750	\$ 3,972,245	\$ 21,680,294	\$ 9,086,300	\$ 3,949,653	\$ 10,373,882	\$ 646,223	\$ 4,243,787	\$ 28,299,844	\$ (6,619,550	\$ (64,040) \$ (4,286,204)	\$ 4,487,542	
Enterprise Funds																		
Electric	\$ 13,219,265	-	-	17,178,200	75,000	-	\$ 17,253,200	1,790,484	13,771,862	5,667,869	26,000	1,604,320	\$ 22,860,535	\$ (5,607,335) \$ -	\$ (3,312,469)	\$ 4,299,461	90.20%
Water/Utility Billing	\$ 4,121,047	37,500	-	3,024,500	3,165,000	625,467	\$ 6,852,467	1,130,341	2,359,049	4,660,236	769,563	545,659	9,464,848	(2,612,381	<u>, </u>	(872,348)	636,319	50.92%
Wastewater/Recycle	\$ 5,563,097	-	-	3,456,750	238,000	2,342,767	\$ 6,037,517	913,929	1,184,249	4,199,276	665,336	525,879	7,488,669	(1,451,152	-	(588,924)	3,523,021	56.79%
Total Enterprise Funds	\$ 22,903,409	37,500	-	23,659,450	3,478,000	2,968,234	\$ 30,143,184	3,834,754	17,315,160	14,527,381	1,460,899	2,675,858	\$ 39,814,052	\$ (9,670,868) \$ -	\$ (4,773,741)	\$ 8,458,801	
Total Government, ALL FUNDS	\$ 38,360,746	¢ 6 220 401	\$ 8,291,848	\$ 26,673,000	\$ 3,687,750	÷ 6.040.470	¢ E1 022 470	¢ 12.021.054	¢ 21 264 912	¢ 24 001 262	¢ 2.107.122	¢ 6010.64E	¢ 60 112 006	¢ /16 200 419) ¢ (64 040) \$ (9,059,945)	\$ 12,946,343	л
iotai dovernment, ALL FUNDS	φ 38,360,746	0,230,401	8,491,848 د	ع کو,673,000 ج	ş 3,0δ7,750 S	9 0,940,479	۶ 51,8∠3,4/8	⇒ 12,921,054	21,204,813	⇒ 24,9U1,263	э 2,1U/,122	45ס,פופ,ס כ	\$ 08,113,89b	10,290,418 ¢ (عر) > (04,040	y (9,059,945)	۶ 12,946,343	

City of Nixa, Missouri Beginning Cash Balances, Designated and Restricted Reserves 2022 Operating and Capital Budget

	Admin	Police	Park	Stormwater	Plan & Devel	Street	ARPA	Electric	Water	Wastewater	
Operating Cash (Beginning Bal 1/1/2022)	\$ 1,219,801	\$ 1,417,335	\$ (15,354)	\$ 76,927	\$ 89,007	\$ 848,686	\$ 2,273,697	\$ 3,419,861	\$ 1,349,473	\$ 321,720	
Savings, Miscellaneous	564,519					1,743,645		5,643,801	2,321,574	4,070,692	
Savings, Committed	688,593		1,608,733								
Savings, Specific - previous			542,762					404,204	-	606,306	
Savings, Specific - current year budgeted			58,981					200,000			
Petty Cash	2,000							1,400			
Operating Reserves - Current	3,299,340					509,538		3,112,469	872,348	524,544	
Debt Service Reserves		_								64,379	
Impact Fees Previous		51,377	721,821								
Impact Fees Current year budgeted (net)		12,330	51,630								
Funds Held in Escrow for Future Projects				95,112		382,295					
Forfeited Property		1,380			-		-			-	TOTAL
Total Beginning Cash Balances	\$ 5,174,913	\$ 1,470,093	\$ 2,857,962	\$ 172,039	\$ 89,007	\$ 3,419,626	\$ 2,273,697	\$ 13,219,265	\$ 4,121,047	\$ 5,563,097	\$ 38,360,746
=											

Restricted/Committed

It is the policy of the City of Nixa to set aside a percentage of operations (personnel plus operating expense) in reserves.

Those percentages are as follows:

General Fund	30%
Streets	25%
Electric	20%
Water	25%
Wastewater	25%

Operating Reserves - previous \$ 2,700,000 \$ 450,000 \$ 500,000



Total	otal	To
-------	------	----

Department	Capital Budget	YTD E	xpenditures	Re	maining Balance
Administration	\$ 1,172,388	\$	139,455	\$	1,032,933
Police	730,000		18,543		711,457
Park	1,433,000		129,520		1,303,480
Planning & Development	-		-		-
Stormwater	944,358		458,349		486,009
Street	6,059,636		207,958		5,851,678
Central Garage	25,000		-		25,000
Electric	5,667,869		611,837		5,056,032
Water	1,592,236		308,969		1,283,267
Utility Billing	65,000		-		65,000
Wastewater/Recycle	3,949,276		491,258		3,458,018
TOTAL	\$ 21,638,763	\$	2,365,889	\$	19,272,874

Total

Category		Capital Budget	YTD	Expenditures	Rer	maining Balance
Improvements	\$	282,388	\$	7,398	\$	274,991
Buildings		1,787,767		230,291		1,557,476
Building Improvements		195,000		2,204		192,796
Vehicles		608,804		95,087		513,717
Equipment		1,315,979		301,732		1,014,247
Infrastructure		16,393,825		1,589,723		14,804,102
Intangible Assets		1,055,000		139,455		915,545
TOTA	AL \$	21,638,763	\$	2,365,889	\$	19,272,874



Project No.	Description	Account	Category	Budget		YTD Expenditure	Progress Notes
ADMINISTRATIO	N						
AD2020-01	Downtown Design	11-100-5451000	Improvements	\$	132,388		
AD2021-03	Wayfinding Signs	11-100-5451000	Improvements		30,000		
							Research and Onboarding completed -
							currently in "mood board" phase and then
AD2021-04	Website and App	11-100-5450011	Intangible Assets		80,000	3,500.00	"sitemap" phase.
AD2022-01	Server	11-100-5452000	Equipment		10,000		
AD2022-02	Outdoor Lighting	11-100-5451004	Building Improvements		20,000		Out for bid
							contract signed. Implementation schedule
							will be created when first payment is
AD2022-03	ERP System	11-100-5450011	Intangible Assets		900,000	135,955.00	received.
			TOTAL	L \$	1,172,388	\$ 139,455	
							•
CATEGORY	BUDGET	ACTUAL					
Turana was sana anaka	¢ 162.20	o d					

CATEGORY	BUDGET		ACTUAL	
Improvements	\$	162,388	\$	-
Buildings		-		-
Building Improvements		20,000		-
Vehicles		-		-
Equipment		10,000		-
Infrastructure		-		-
Intangible Assets		980,000		139,455
	\$	1,172,388	\$	139,455



50,000

680,000

730,000 \$

18,543

18,543

Vehicles

Equipment Infrastructure

Intangible Assets

Project No.	Description	Account	Category	Budge	t	YTD Expenditure		Progress Notes
POLICE								[Duran and the hold and the hol
PD2020-02	Shooting Range	11-200-5452500	Infrastructure	\$	680,000	\$		Pre-con meeting held projected completion date of Nov. 2022
PD2021-04	Police Command POST	11-200-5451500	Vehicles TOTA	.L \$	50,000		18,543	vehicle delivered. waiting on upfit of equipment.
CATEGORY Improvements Buildings Building Improvements	BUDGET		- - -	<u> </u>	·			:



Building Improvements

Vehicles

Equipment

Infrastructure
Intangible Assets

City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budge	t	YTD Expenditure	Progress Notes
PARKS							
PK2021-02	Eoff Park Development	11-400-5451000	Improvements	\$	70,000		Working to award project to SWT Design
PK2021-03	McCauley Park Playground Improvements	11-400-5451000	Improvements		180,000	106,043	Completed on 6/11/22. Awaiting final Invoice
PK2021-14	Aquatics Slide Repairs	11-400-5451000	Improvements		75,000		Bid awarded
PK2022-02	Christmas Lights	11-400-5451000	Improvements		25,000	10,596	PO# 5209 (\$8,118) spent thus far
PK2022-03	Rotary Park Pavilion	11-400-5451000	Improvements		30,000		
PK2022-04	Stingray Floatable	11-400-5451000	Improvements		6,000	\$ 5,405	Complete
PK2022-05	Salt Dome and Gate System	11-400-5451000	Improvements		24,000		RFP preparing to be sent
PK2022-06	Dumping Trailer	11-400-5452000	Equipment		15,500		
PK2022-07	McCauley Park Playground Equipment	11-400-5451000	Improvements		1,000,000		Contract sent to Cunningham Recreation
PK2022-08	Floor Burnisher	11-400-5452000	Equipment		7,500	\$ 7,476	Complete
				TOTAL \$	1,433,000	\$ 129,520	
							=
CATEGORY	BUDGET	ACTUAL					
Improvements	\$ 1,410,00	00 \$ 122,044	ļ.				
Buildings							

7,476

129,520

23,000

1,433,000 \$



944,358

944,358 \$

458,349

458,349

Vehicles Equipment Infrastructure

Intangible Assets

Project No.	Description	Account	Category	Budget		YTD Ex	penditure	Progress Notes
STORMWATER								
SW2020-01	Cherry St. Stormwater	11-600-5452500	Infrastructure	\$	824,358	\$	315,086.40	Phase 1 under construction
SW2022-01	Morning Glory	11-600-5452500	Infrastructure		120,000	\$	143,263.00	Under construction
			TOTAL	\$	944,358	\$	458,349	_
CATEGORY	BUDGET	ACTUAL						
Improvements	\$	- \$	-					
Buildings		-	-					
Building Improvements		-	-					



Project No.	Description	Account	Category	Budget		YTD Expenditure	Progress Notes
STREETS							
ST2018-03	Old Castle and Tracker Roundabout	13-300-5452500	Infrastructure	\$	190,947	\$ 1,901.80	Complete
ST2021-01	Old Wilderness Sidewalk & Light Improvemnts	13-300-5452500	Infrastructure		96,861		Unknown
ST2021-02	North Street Improvements	13-300-5452500	Infrastructure		447,875	162,953.14	Engineering phase
ST2021-03	Boom Mower	13-300-5452000	Equipment		70,000		Ordered
ST2021-04	Aldersgate Crosswalk	13-300-5452500	Infrastructure		14,161	2,023.50	PO 5085 Near completion
ST2021-05	Truman Blvd	13-300-5452500	Infrastructure		1,757,816	3,050.32	Bid opening June 23rd
ST2021-07	Northview Rd Extension	13-300-5452500	Infrastructure		474,576	2,332.00	Aquiring ROW
ST2022-01	Backhoe	13-300-5452000	Equipment		160,150		Ordered PO5134
ST2022-02	Dump Truck	13-300-5452000	Equipment		150,000		Cancelled- over budget
ST2022-03	Main, Tracker to CC	13-300-5452500	Infrastructure		2,450,000	534.00	Engineering negotiations on going
ST2022-06	School Zone Beacons	13-300-5452000	Equipment		21,000		Complete
ST2022-07	Salters	13-300-5452000	Equipment		22,000	13,020.00	Complete
ST2022-09	Signal Replacemetns	13-300-5451000	Improvements		45,000		Installation June 21st
ST2022-10	Roundabout Expansion	13-300-5452500	Infrastructure		30,000	5,268.50	Engineering phase
ST2022-12	UTV Replacement	13-300-5452000	Equipment		18,000	15,773.00	PO#05128 Ordered
ST2022-13	Building Addition	13-300-5450500	Buildings		90,000		
ST2022-14	IT Switch Replacemetn 1111	13-300-5452000	Equipment		5,000		
			TOTA	L \$	6,043,386	\$ 206,856	
	SHARED						
PW2022-02	1111 Building Repairs	13-300-5451004	Building Improvements	;	12,500	1101.85	re-bid ceiling repairs in July
PW2022-03	Office Furniture	13-300-5452000	Equipment		3,750		
			TOTA	L	16,250	1,102	=
					•		- -
			Grand Total	\$	6,059,636	\$ 207,958	

CATEGORY	BUDGET		ACTUAL	
Improvements	\$	45,000	\$	-
Buildings		90,000		-
Building Improvements		12,500		1,102
Vehicles		-		-
Equipment		449,900		28,793
Infrastructure		5,462,236		178,063
Intangible Assets		-		-
	\$	6,059,636	\$	207,958
			•	



Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
ELECTRIC						
E2018-04	Line Relocation - SH 14 East	01-700-5452500	Infrastructure	\$ 540,000	455,811.39	should be done end of April
E2019-02	SCADA System Upgrades	01-700-5452000	Equipment	48,000	63,157.37	all but done
E2020-02	Northeast Feeder #3	01-700-5452500	Infrastructure	142,119	28,052.41	Should be completed end of April
E2020-04	West Hwy 14 Lighting	01-700-5452500	Infrastructure	130,000)	
E2021-03	Leeann To Nicholas Tie Line	01-700-5452500	Infrastructure	305,000	20,839.28	
E2021-06	Old Wilderness Sidewalk & Light Imp.	01-700-5452500	Infrastructure	28,500)	
E2021-07	Substation Security	01-700-5452000	Equipment	8,000	6,725.24	1
E2021-09	AMI Meter Replacement	01-700-5452500	Infrastructure	2,725,000)	
E2022-01	Tracker to Cheyenne Tie	01-700-5452500	Infrastructure	550,000	35,076.70)
E2022-02	Raintree Overhead to Underground	01-700-5452500	Infrastructure	380,000)	
E2022-03	Small Bucket Truck	01-700-5451500	Vehicles	215,000)	PO issued. PO#05171
E2022-04	Electric Master Plan	01-700-5450011	Intangible Assets	75,000)	
E2022-05	Wire Puller	01-700-5452000	Equipment	170,000)	PO#05188- ordered
E2022-06	South Truman	01-700-5452500	Infrastructure	300,000	1,072.50)
E2022-07	Old Wilderness Lighting	01-700-5452500	Infrastructure	30,000)	
E2022-08	IT Swith Replacement 1111 Kathryn	01-700-5452000	Equipment	5,000)	
			TOTA	L \$ 5,651,619	9 \$ 610,734.89)
	SHARED					=
PW2022-02	1111 Building Repairs	01-700-5451004	Building Improvements	\$ 12,500) \$ 1,102	To bid out wk of 4/11 or 4/18
PW2022-03	Office Furniture	01-700-5452000	Equipment	3,750)	
			ТОТА	L \$ 16,250) \$ 1,102) =
			Grand Total	\$ 5,667,869	611,837	7
			Grana rota.	<i>\$</i>	012/00/	
CATEGORY	BUDGET	ACTUAL				
Improvements		-	-			
Buildings		-	-			
Building Improvements	12,5		2			
Vehicles	215,0		-			
Equipment	234,7					
Infrastructure	5,130,6		2			
Intangible Assets	75,0		<u>-</u>			
	\$ 5,667,8	69 \$ 611,837	<u>7</u>			



Project No.	Description	Account	Category	Budget		YTD Expenditure	Progress Notes
CENTRAL GARAGE							
PW2021-02	Bridge Crane & Trolley	13-350-5452000	Equipment	\$	25,000		
			TOTAL	\$	25,000	\$ -	_

CATEGORY	BUDGET	ACT	UAL
Improvements		-	-
Buildings		-	-
Building Improvements		-	-
Vehicles		-	-
Equipment		25,000	-
Infrastructure		-	-
Intangible Assets		-	-
	\$	25,000 \$	-



Building Improvements

Intangible Assets

Vehicles

Equipment Infrastructure

City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget		YTD Expenditure	Progress Notes
WATER							
W2019-01	Hwy 14 water line crossings & replacement	02-800-5452500	Infrastructure	\$	81,969	\$ 191,993.36	clean up stages
W2021-01	AMI Metering Conversion	02-800-5452500	Infrastructure		500,000		not started
W2021-02	Bulk Water Fill Station #1	02-800-5450500	Buildings		48,611	8,571.82	85% complete
W2021-04	Well House for Well #1	02-800-5450500	Buildings		239,156	99,675.52	suppose to be done last of March.
W2021-05	Truman Water Line	02-800-5452500	Infrastructure		130,000		not out to bid yet
W2022-01	N Main to Hwy CC Water Main	02-800-5452500	Infrastructure		205,000		not designed yet
W2022-02	Replacement Truck	02-800-5451500	Vehicles		120,000		ordered
W2022-03	Walnut Creek Loop	02-800-5452500	Infrastructure		90,000	3,754.00	not designed yet
W2022-04	Bulk Water Fill Station #2	02-800-5452500	Infrastructure		100,000	4,974.79	waiting on purchase of RDE
			TOTAL	. \$	1,514,736	\$ 308,969	· · · · · · · · · · · · · · · · · · ·
	SHARED			:			=
PW2022-01	1010 Restroom Expansion	02-800-5451004	Building Improvements	\$	75,000		
PW2022-04	IT Switch Replacement 1010	02-800-5452000	Equipment		2,500		
			TOTAL		77,500	-	-
				-			=
			Grand Total	\$	1,592,236	\$ 308,969	
CATECORY	RUDCET	ACTUAL					
CATEGORY	BUDGET	ACTUAL					
Improvements Buildings	287,76	- 7 108,247					

75,000

120,000 2,500

1,106,969

1,592,236 \$

200,722

308,969



65,000

65,000 \$

Building Improvements

Vehicles Equipment

Infrastructure
Intangible Assets

Project No.	Description	Account	Category	Budget		YTD Expenditure	Progress Notes
UTILITY BILLING UB2021-01 UB2022-01	Handheld Equipment IT Switches	02-850-5452000 02-850-5452000	• •	1	55,000 10,000		
			TOTA	\L <u>\$</u> 6	55,000	\$	- ■
CATEGORY Improvements Buildings	BUDGET	ACTUAL 					



Project No.	Description	Account	Category	Budget	t	YTD Expenditure	Progress Notes
WASTEWATER							
WW2016-05	South Street Sewer	03-900-5452500	Infrastructure	\$	390,083	\$ 132,789.00	Clean up stages
WWT2021-03	Biosolids Centrifuge	03-900-5452000	Equipment		136,329	124,209.60	Project Complete
WWT2021-06	Truck Scales	03-900-5452000	Equipment		35,000		waiting on bids
WWC2021-09	Service Bed Pickup	03-900-5451500	Vehicles		57,000	60,556.77	Project Complete
WWC2021-11	Pickup Truck	03-900-5451500	Vehicles		35,682	34,530.00	Project Complete
WWC2021-12	Manholes	03-900-5452500	Infrastructure		56,560	49,914.00	85 % done
WWC2022-01	Manhole Cutter	03-900-5452000	Equipment		40,000	38,800.00	Project Complete
WWT2022-02	Wheel Loader	03-900-5452000	Equipment		165,000		pulled from cips
WWT2022-03	Filter Upgrade	03-900-5452000	Equipment		100,000		ordered
WWC2022-04	Lift Station Pumps	03-900-5452000	Equipment		50,000	40,047.00	
WWT2022-05	Oxidation Ditch Walkways	03-900-5451000	Improvements		75,000	7,397.50	in design
WWC2022-06	SW Regional Lift Station (oakmont)	03-900-5452500	Infrastructure		2,600,000	3,014.00	in design stage
	-		TOTAL	\$	3,740,654		
RECYCLE							=
REC2021-01	Dump Truck	03-950-5451509	Vehicles	\$	131,122	\$ -	Paid for at the end of 2021
	•			\$	131,122		
	SHARED						=
PW2022-01	1010 Restroom Expansion	03-900-5451004	Building Improvements	\$	75,000		
PW2022-04	IT Switch Replacement 1010	03-900-5452000	Equipment		2,500		
			TOTAL	L	77,500	-	
							=
			Grand Total	\$	3,949,276	\$ 491,258	
CATEGORY	BUDGET	ACTUAL					
Improvements	75,000						
Buildings	73,000	7,330					
Building Improvements	75,000	- 1					
Vehicles	223,804						
Equipment	528,829	·					
Infrastructure	3,046,643	·					
Intangible Assets	3,040,043	. 103,/1/					
Intaligible Assets	\$ 3,949,276	5 \$ 491,258	_				
	Ψ 3,373,270	, y 151,250					

CITY OF MISSOURI

MEMORANDUM

To: City Council

From: Drew Douglas, Director of Communications
Re: Communications Data Report for June 2022

Date: July 20, 2022

The spreadsheets attached below show our electronic communications data for 2022 so far.

Some of the notable data insights for June include:

- This month's community e-newsletter, sent June 1, was successfully delivered to 9,300 email addresses. Open rate was 46.9% (4,479). Click rate was 9.6% (896).
- Newsletter top clicked links were:
 - 1. Mosquito Control Map
 - 2. Letter from the Mayor
 - 3. Job Openings
- Quick Poll Question: Which Nixa park do you enjoy visiting most?
 Results: (Due to error with Constant Contact, results of this poll are not available. We submitted a request for this data and were assured they are working to fix the issue.)
- On June 27th we sent the "Welcome to Nixa" email to 137 email addresses. The open rate was 79% and click rate was 15%. Top 3 most clicked links were:
 - 1. Pay Utility Bill Online
 - 2. Christian County Library
 - 3. Nixa Recycle Center
- We did not send any single-topic emails to the community this month.
- The average number of individuals who saw any one of our June posts to the City Hall Facebook page was 4,143. We posted 30 times this month. Post with the highest reach (11,947) was about Pride Month.
- The average number of individuals who saw any one of our June posts to the Nixa Police Facebook page was 2,116. We posted 28 times this month. Post with the highest reach (6,721) was about Nixa Police now hiring.
- Total Nextdoor members at Nixa addresses is at 4,492. We posted 8 times this month, averaging 791 impressions per post.
- Total followers on Twitter is 1,816. We tweeted 12 times this month.
- Total followers on Instagram is 1,157. We posted 11 times this month.
- Total followers on LinkedIn is 297. We posted 5 times this month.

If you have any questions about our communications strategies and tactics, don't hesitate to ask.

- Drew Douglas | Director of Communications

2022 Data	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022 TOTALS	2022 AVERAGE
Constant Contact - Newsletters														
Newsletter Send Date	29-Dec	28-Jan	3-Mar	1-Apr	29-Apr	· 1-Jui	n							
Successful Deliveries	9,096	9,136	9,150	9,191	9,242	9,300	0						55,115	
Resend Deliveries	5,385	5,248	5,017	5,509	5,258	5,635	5							5,342
Original Opens	3,888	4,019	4,271	3,899	,	3,828	8						24,109	
Resend Opens	910	993	785											
Total Opens	4,798	5,012	5,056		,	,							29,202	
Total Open Rate	51.4%	53.7%	54.1%	51.0%										
Mobile Device Rate (opened on mobile vs desktop)	16.9%	16.8%	14.5%	15.1%										
Total Clicks	614	900	739											
Click Through Rate (top 3 clicks)	6.7%	9.8%	8.1%	7.8%										
Did Not Open (Original)	5,208	5,117	4,879										31,006	
Jnsubscribed (Total)	9	5	13										64	
Spam Reports* (Total)	0	1	3										6	
Bounces* (Total)	534	536	547	625	633	602	2						3,477	
Constant Contact - Single Topic Email														
f of Email Campaigns	0	0	0	0			0							
Average Open Rate					52%									
Average Click Rate					4%									
Average Mobile Device Open Rate					8%									
Total Spam					0									
Total Unsubscribe					17	'							17	
Welcome to Nixa Email														
Date Sent On	1/26/22	2/22/22	25-Mar	26-Apr	27-May-22	27-Jun-22	2							
Total Sent	61	37	97	89									543	
Total Successful Deliveries	54	36	90											
Total Open Rate	74%	81%	70%											
Total Click Rate (top click)	9%	17%	10%											
Total Mobile Device Open Rate	10%	14%	16%				6							
Fotal Spam	0	0	0											
Total Unsubscribe	0	0	1	0	0) (0						1	

2022 Data	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022 TOTALS	2022 AVERAGE
Facebook				<u>'</u>	- /			- 0						
City Hall (City of Nixa - Municipal Government)														
# of posts (from content data)	12	24	30	25	35	30	`						156	26
Total Reach (from content data)	45,524	80,107	54,384	62,555	119,230								486,090	
Average Post Reach (from content data)	3,794	3,337	1,813	2,502	3,509								19,098	
Highest Single Post Reach* (from content data)	8,991	10,283	5,151	6,656	8,484								51,512	·
Avg Reach of Posts to People Who Like Page (from result		2,217	1,538	1,755	3,014								13,171	2,195
Total Likes & Reactions (from content data)	1,102	1,378	839	829	2,248								10,212	
Total Comments (from content data)	361	497	63	155	372								3,205	
Total Shares (from content data)	85	163	70	118	219								1,065	
Police	03	200	, 0	110	213								1,003	270
# of posts (from content data)	14	8	39	41	41	28	3						171	29
Total Reach (from content data)	49,024	52,694	141,991	96,148	116,299								515,428	
Average Post Reach (from content data)	3,771	6,587	3,640	2,403	2,836								21,353	
Highest Single Post Reach* (from content data)	6,964	15,560	14,541	9,705	9,635								63,126	
Avg Reach of Posts to People Who Like Page (from result		2,299	3,414	2,512	2,866								33,220	2,653
Total Likes & Reactions (from content data)	938	2,409	6,002	1,567	1,570								13,054	2,176
Total Comments (from content data)	47	268	680	183	179		3						1,455	
Total Shares (from content data)	231	206	487	369	252	162	2						1,707	285
Twitter														
CityofNixa														
Total Followers	1,795	1,801	1,804	1,807	1,817	1,816	ñ							1,817
# of Tweets	3	13	10	6	11								55	
Total Tweet Impressions (from report)	658	2,147	2,909	1,243	2,576)						10,783	
Total Engagements (from report)	19	46	48	32	69	120)						334	56
Profile Visits	166	282	471	401	865	489)						2,674	446
Mentions	1	2	8	10	11	7	7						39	7
New Followers	12	10	2	7	9	3	3						43	7
Instagram														
# of posts	2	10	21	10	20	11	1						74	12
Total likes	62	148	343	161	265	201	l						1,180	197
Total comments	1	3	4	6	1	3	3						18	3
Total reach (Accounts reached)	696	531	714	526	483	537	7						3,487	581
Total followers (@ last day of month)	1,127	1,143	1,143	1,143	1,152	1,157	7						6,865	1,144
LinkedIn														
# of posts	6	4	7	4	2		5						28	5
# of followers	270	277	282	289	294	297	7							285
Nextdoor														
# of posts	5	24	8	8	17	8	3						70	12
Claimed households	3315	3329	3393	3422	3443									3393.5
Members	4,278	4,303	4,375	4,423	4,465								4492	
New members	34	33	76	44	35	32	2						254	42
Total Post Impressions	3,342	8,836	6,966	4,700	9,005	8,707	7						41556	6926

2022 Data	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022 TOTALS	2022 AVERAGE
Nixa.com														
Active users	10,945	11,173	11,825	14,231	13,510	12,52	2						74,206	12,368
Sessions	15,379	15,162	16,655	19,558	18,500	17,20	0						102,454	17,076
Sessions from Organic Search	10,254	10,041	11,098	13,022	12,286	10,78	0						67,481	11,247
Sessions from Direct Navigation	4,048	3,265	4,434	5,179	4,601	4,32	7						25,854	4,309
Sessions from Referral	765	1,414	692	658	1,080	1,23	3						5,842	974
Sessions via Social Referral	312	442	431	698	532	86	0						3,275	546
Sessions via Facebook	295	404	422	689	524	80	17						3,141	524
Desktop Sessions	39%	37%	39%	35%	36%	35%	%						2	36.9%
Mobile Sessions	60%	61%	60%	63%	63%	649	%							61.7%
Tablet Sessions	1%	1%	2%	2%	1%	19	%							1.4%
Average Length of Session	0:01:10	0:01:03	0:01:18	0:01:05	0:01:05	0:01:0	17							0:01:08
Pages viewed per Session	1.82	1.77	1.96	1.77	1.84	1.8	8							1.84
News Articles Posted*	5	6	5	5	4		6						31	5.166666667
E-notification active subscribers*	1,003	1,010	1,012	1,012	1,018	1,02	4						6,079	1,013
E-notifications sent*	5	6	5	7	4		7						34	