



**NIXA CITY COUNCIL
Tentative Agenda
September 26th, 2022
7:00 PM
NIXA CITY HALL
715 W. MT. VERNON**

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: August 15th and August 22nd, 2022, Minutes
- b. Approval of Financial Reports: Budget Report and Cash Summary Report

Service Awards:

Eleena Webb	Police Department	5 years
Joe Campbell	Police Chief	20 years

Proclamation:

Public Power Week – October 2nd – 8th

Breast Cancer Awareness Month

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

None Scheduled

Vote to Fill Council Vacancy I & III:

Swear in New Council Member I & III:

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

Council Bill #2022-094 Amending the 2022 Annual Budget to Appropriate Funds for the Repair of a Water Main Break at Highway 14 and Gregg Road

Council Bill #2022-095 Amending Chapter 2, Article I, of the Nixa City Code by Repealing Section 2-4 in Its Entirety

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

Council Bill #2022-091 Authorizing the City Administrator to Execute a Contract with Shaffer & Hines, Inc. for Engineering Services Related to Improvements to Main Street from Tracker Road to Highway CC

Council Bill #2022-092 Authorizing the Mayor to Execute an Intergovernmental Agreement for a Christian County Hotel Market and Financial Feasibility Study

Council Bill #2022-093 Amending the 2022 Annual Budget to Appropriate Funds for the City's Portion of the Feasibility Study for Regional Broadband

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

Resolution #2022-95 Authorizing the City Administrator to Execute a Contract with Invoice cloud, Inc. For Payment Processing Services

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
Matt Crouse-Park **Aron Peterson**/ -Planning/Development
Shawn Lucas/Jennifer Evans-Finance & Amanda Hunsucker-Human Resources
Cindy Robbins-Administration/Court & Drew Douglas-Communication

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

NIXA CITY HALL

August 15th, 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, and Amy Hoogstraet. Darlene Graham was absent.

American Legion Post 434 was in attendance and did a presentation of colors. The Pledge of Allegiance was given.

Proclamation:

Mayor Steele read a proclamation honoring American Legion Post 434. Members of the American Legion Post 434 were in attendance to accept the proclamation.

Presentation:

Nick Gerdes, American Legion Post 434 Commander, stated that Post 434 was located above the Main Mercantile at Main and Hwy 14 from 1949-1953 and is currently located across the street from Rotary Park. Gerdes said the American Legion can't thrive without the help of the City and community. Gerdes stated that the American Legion used to host an American Legion Jubilee Event in Nixa in the 1940s-1960s. Gerdes told Council the American Legion ran the Nixa rural fire department, with Finis Gold being one (1) of the first (1st) commanders of the Nixa Legion Post. Gerdes stated that the can recycling at Price Cutter pays for the Legion's utility bills. Gerdes said the Legion performs Honor Guard services at funerals. Council asked how the community could donate to the Legion, and Gerdes said citizens could contact the Post on Facebook and Instagram. Gerdes also told Council that the community could rent the American Legion building.

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

Ron Sanders, 976 Glen Oaks Dr., thanked Council for the American Legion Post 434 proclamation and presentation. Sanders discussed attending the Home Rule Charter Review meetings and the process for that review. Sanders said he was glad the review was happening and that all citizens should be involved.

Jeanne Coburn, 1371 W Stone House Rd., thanked Council for their efforts. Coburn stated that citizens should rely on the election process and the avenues for communication with Council Members. Coburn discussed the avenues to contact Council Members.

Elizabeth Dudash-Buskirk, 1227 Verna Ln., thanked Council for the new diverse ideas as the community has grown. Dudash-Buskirk also thanked Council for listening to the community regardless of whether they agreed or not with the statements. Dudash-Buskirk discussed elections and voting.

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

Council Bill #2022-081 Granting Special Use Permit 22-003 to Authorize a Short-Term Residential Rental Use for the Single-Family Zoned Property Located at 876 East Scott Wayne Drive. Scott Godbey, City Planner, stated this ordinance is to allow a short-term rental inside the city limits. Godbey provided a definition of a short-term rental from code section 117-415(b) and provided the code definition of a property owner. Godbey also provided the other requirements for operating a short-term rental inside the city limits. Godbey said that three (3) of the neighbors of the property spoke at the Planning and Zoning Commission meeting and stated their concerns with the property, including allowing random people into the neighborhood, allowing dogs to run loose, and guests mistakenly knocking on the wrong door at night. Godbey stated that the Planning and Zoning Commission would like to review the code section and ordinance for short-term rentals. Godbey said the Planning and Zoning Commission and staff both recommend approval. Mayor Steele opened the public hearing for comments.

Janet Jenkins, 878 Scott Wayne, said she was a neighbor to the prospective Air BnB. Jenkins discussed her concerns with the Air BnB and provided the issues she has had with the property.

Ron Sanders, 976 Glen Oaks Dr., stated that the previous speaker had valid concerns. Sanders questioned the zoning changes for short-term rentals. Sanders said that Airbnb's are a good business model and will weed out bad property owners. Sanders suggested that the zoning for Airbnbs should be looked at again.

Charlane Witte, 876 E Scott Wayne., stated she was the homeowner of the proposed short-term rental. Witte provided a timeline of the Air BnB at her residence. Witte told Council she had a report from the Police Department showing that no call for service had occurred at her property. Witte stated she was unaware that she needed a permit to operate an Air BnB inside the City but was given verbal permission from the City to continue to operate while she was in the application process. Witte asked Council to be given the opportunity to operate.

With no further comments, the public hearing was closed. Council asked Godbey questions about the process for filing complaints and the timeline for allowing them to operate after applying for the permit. Godbey responded that it is up to Council to revoke a permit based on the number of complaints received and that staff made the decision to work with applicants rather than shut them down during the application process.

Council Bill #2022-082 Amending Chapter 2, Article I, of the Nixa City Code by Readopting Section 2-4 as Authorized by Section 105.485 RSMo. For the Purpose of Establishing Provisions Related to Conflicts of Interest and Financial Disclosure. Nick Woodman, City Attorney, stated this ordinance would readopt the personal financial disclosure ordinance currently on file. Woodman provided a background on the current ordinance. Woodman said that cities could adopt their own regulations that are effective for a two (2) year period, and the last adoption of the regulations was in 2020. Woodman said the ordinance presented is similar to the ordinance adopted in 2020 with a change referencing section 1-9. Woodman stated that if Council adopts the ordinance, a violation would be a municipal court violation, a special prosecutor would have

to be hired, and the penalty would be fined. Woodman said if the ordinance is not adopted, statutory law applies, enforcement would fall to the Missouri Ethics Commission, and penalties would be stiffer statutory penalties. Woodman provided information on the “short” disclosure form that would be required if the ordinance was adopted and information on the “long” disclosure form that would be required if the ordinance is not adopted. Woodman stated Council could adopt the ordinance and operate under it, or Council could decline to adopt the ordinance and operate under statutory law. Woodman told Council that if they chose not to adopt the ordinance, he would bring back an ordinance later to repeal the current ordinance and code section. Council asked questions, with Woodman responding. Mayor Steele opened the public hearing for comments.

Ron Sanders, 976 Glen Oaks Dr., asked if the ordinance is adopted and if the financial disclosures would still be filed with the Missouri Ethics Commission, with Woodman responding yes.

With no further comments, the public hearing was closed. Council held a discussion.

Council Bill #2022-083 Establishing and Levying Taxes on Real Property in the City for the 2022 Tax Year. Rebekka Coffey, City Clerk, stated this is the annual ordinance to allow for the levying of taxes on real property within the City. Coffey explained the process that must be followed to allow the taxes to be established and levied. Coffey said the deadline to certify the levy to the Christian County Clerk is August 31st. Coffey stated that the anticipated levy rate for 2022 is the same as 2021 at 0.2990. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed.

Council Bill #2022-084 Amending the 2022 Annual Budget to Appropriate Funds for a Hotel Market and Financial Feasibility Study. Jimmy Liles, City Administrator, stated that a hotel market and financial feasibility study is typically needed to be done to market a city to developers. Liles said the City was looking into doing a study next year; however, Show Me Christian County was looking into doing a county-wide study. Liles said he would recommend partnering with Christian County and Ozark to split the cost. Liles told Council the City has two (2) potential locations for a hotel, one (1) to the south and one (1) to the north on Highway 160. Liles discussed the six (6) tasks that will take place during the study. Kristen Haseltine, President, and CEO of Show Me Christian County, said they have been working with Christian County, Ozark, and Nixa for the study. Haseltine said this study is the first (1st) step to prove to developers that there is enough traffic to support a hotel. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed. Liles said an intergovernmental agreement would be brought back at the next meeting to enter into the agreement.

Council Bill #2022-085 Amending Chapter 12, Article IV, of the Nixa City Code by Adding Thereto a New Section, Section 12-85, to Allow for City-Wide Garage Sales. Cindy Robbins, Assistant City Administrator, stated this is a new code section for city-wide garage sales. Robbins said the current city-wide sale is held during mother’s day weekend. Robbins said the city-wide garage sales bring economic activity to the City. Robbins stated the Chamber of Commerce had approached the City about doing a fall city-wide sale which was a request of

several citizens. Robbins said a code amendment was needed to allow for city-wide sales. Robbins told Council that citizens are allowed two (2) garage sales a year, including the two (2) city-wide sales. Robbins said the Chamber would promote the fall sale like the spring sale with digital maps and marketing materials. Robbins said staff recommends approval of the ordinance. Mayor Steele opened the public hearing for comments, with no comments made, the public hearing was closed.

Council Bill #2022-086 Calling an Election to be Held on November 8, 2022, to Submit to the Qualified Voters the Question of Imposing an Additional 1-Cent General Sales Tax to Fund Public Safety and Recreation; Authorizing the City Clerk to Do All Things Necessary and Convenient to Submit Said Question to the Qualified Voters of the City; and Providing for the Enactment of Said Tax if Approved. Liles said that the City has had rapid growth over the last several years. Liles asked Police Chief Joe Campbell and Parks Director Matt Crouse to discuss the challenges they are facing within their departments.

Campbell told Council that a recent staffing study shows the Police Department needs 11 more officers. Campbell said more officers are needed to maintain the City's current level of police services. Campbell stated he would suggest planning for 80 officers by 2040. Campbell told Council the Police Department is lacking in facility space which causes security concerns. Campbell said the current facilities issues include ADA compliance, needed upgrades to the mechanical system, water retention issues, secure parking, general lack of office space, restrooms and locker rooms. Campbell said the department did a needs analysis with Insight Design Architects and Nabholz Construction Services. Campbell provided a brief history of the Police Department headquarters from 1995-2022. Campbell said the needs analysis showed the need for more office space, storage, efficiency, evidence processing and storage space, secure parking, and fixing water retention issues. Campbell provided information on a new police station. Campbell said the new station would fit on the existing property with a small reconfiguration of the roadway for parking. Campbell stated that the current police station and utility building would have to be demolished. Campbell provided detailed information on the conceptual designs of the proposed police department. Campbell said the total analysis estimate for the proposed building would be \$13,039,643, which would include a 3-story building, two (2) levels finished and one (1) level unfished, and the building would be turnkey. Council asked if the current Police Department was demolished, where the department would move to. Campbell stated the utility billing department would move to City Hall and that building would be demolished. Campbell said the Police Department would stay in the current police station until the new station was built on the property where the utility building was demolished. Campbell stated that once the new station was built and moved into, then the current station would be demolished to make room for more parking.

Crouse provided an overview of the current XCenter, programs held in the gym, and community events. Crouse said youth sports had seen a 57% growth rate in the last six (6) years. Crouse said the XCenter opened 20 years ago when the population was just under 13,000. Crouse told Council the XCenter is operating at an 85-90% capacity, and the XCenter is seeing 1,500-2,000 people through the center during the summer months. Crouse proposed an indoor sports complex with four (4) courts, an additional fitness center, indoor turf, and expansion space. Crouse stated this sports complex would need 8-10 acres, have 300-350 parking spaces, and be 80,300 sqft.

Crouse told Council the cost for this turnkey complex would be \$25 million. Crouse said program possibilities for the sports complex could include competitive sports, basketball, volleyball, pickleball, soccer/football, clinics/personal training, fitness, ultimate frisbee, fitness classes, community events, and e-sports. Crouse said the complex was designed by SAPP Design.

Liles thanked Insight Design and SAPP Design for their work on the proposed buildings. Liles said both proposed buildings would be built for expansion as these buildings are a part of a 20-year plan. Liles provided a background on the current sales tax rate, which is 7.475%. Liles said the City of Nixa only collects one, and a half percent (1.5%) of that tax, half a percent (.5%) goes to transportation and one percent (1%) goes to the general fund. Liles stated that the last general sales tax increase was in 1987, and the City has not collected a personal property tax since 1987. Liles provided a breakdown on property tax, stating the City only collects real property taxes, which is about thirty cents (0.30) to every dollar (\$1). Liles provided information on how Nixa compares to other cities in the area regarding sales tax percentages. Liles said the City is struggling with being able to afford the infrastructure needed for economic development. Liles told Council the only way to afford the proposed solutions to the Police and Parks Departments would be a 1-cent sales tax increase. Liles provided information on how Nixa would compare to other cities in the area if the 1-cent sales tax was approved. Liles told Council that the proposed solutions for the Police and Parks Departments are part of Nixa's strategic plan. Liles discussed a survey completed by Baker Tilly about initial support for an increase in sales tax. Liles said 53% of those surveyed said they would support an increase, 19% had no response, and 2% said they would not support an increase. Liles said the surveyed were informed of the issues with the Police Department, the 53% approval jumped to 66% approval, and the surveyed were informed of the issues with the Parks Department, the 53% approval jumped to 56% approval. Liles said there was 9% that said they would never support an increase, and that number was surprising to Baker Tilly as they said that number is usually near 15-25%. Liles said the conclusion of the survey showed that the community might support a 1-cent general sales tax increase. Liles said around 300 citizens were surveyed.

Anna Evans, Show Me Christian County, discussed what an economically healthy community looks like depending on the community. Evans provided information on what economic development looked like in the past and what it looks like currently. Evans discussed what matters to companies based on a 2018 economic development survey which included highway access, labor costs, skilled labor, quality of life, and tax exemptions. Evans provided information on placemaking. Evans told Council that recreation and tourism positively affected real property values, attraction, and retention of affluent retirees and skilled talent and takes advantage of the growth of sports tourism. Evans said Show Me Christian County supports all local efforts to provide needed community services, positively impact the economy of Nixa, and provide a better quality of life to citizens, visitors, and potential workforce.

Liles discussed the timeline for the sales tax issue. Liles said there would be an election in November; if the sales tax did pass, additional officers would be added in phases, and the utility billing department would be moved into City Hall. Liles stated the next step is a full design of the Parks sports complex would be done. Liles said the costs of the projects are more than just the buildings, and each building would need personnel to run them. Liles told Council the City

still owes money on the Police Department and couldn't demolish it until it is paid off in 2026. Mayor Steele opened the public hearing for comments.

Jack Karnes, 622 N Maplewood Hills, asked if the biggest need in the Parks Department was an additional court, with staff responding. Karnes asked questions about using the school district's gyms, with staff responding. Karnes asked questions about Nixa's industrial park, with Council responding.

Elizabeth Dudash-Buskirk, 1227 W Verna Ln., stated she supports the tax increase. Dudash-Buskirk discussed recreation centers vs. outdoor parks. Dudash-Buskirk said Rotary Park needs improvements. Dudash-Buskirk asked to improve the City's outside parks. Council responded to Dudash-Buskirk's comments.

Jeanne Coburn, 1371 W Stone House Rd., discussed Nixa's poverty rate. Coburn stated that Nixa needs more green space in the community and wants Nixa's kids to come first. Coburn the issues with a sales tax increase on the local community. Coburn stated she supports the tax increase with reservations. Council responded to Coburn's comments.

Ron Sanders, 976 Glen Oaks Dr., asked who was the biggest employer in the community. Sanders stated that Nixa is a sleeper community, and that causes Nixa not to have a good tax base. Sanders discussed traffic into Springfield.

With no further comments made, the public hearing was closed. Council and staff held a discussion.

Mayor Steele called for a 5-minute break at 9:45 p.m. The meeting was called back to order at 9:54 p.m.

Ordinances (Second Reading and Public Haring; Comments Limited to 5 Minutes; 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. Travis Cossey, Assistant Public Works Director, stated this contract would allow for road, water, and electric improvements on Truman Boulevard. Cossey told Council that 80% of the road portion of the project would be reimbursable through the federal funds allotment through the Ozarks Transportation Organization. Cossey said the budget amendment needed for this contract would be \$206,800 for the Water Department and \$289,175 for the Street Department. Cossey said staff recommends 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. Giddens made a motion to approve Council Bill #2022-074 with Hoogstraet seconding and Orf, Giddens, Peterson, Hoogstraet, and Lucas all voting aye on roll call vote.

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

District has decided to move forward with creating their own Police force and, per statutory requirements, must get MOU's with all the municipal departments surrounding them. Campbell said the MOU would spell out the duties and requirements of the school's police force. Campbell discussed a few of the rules and requirements within the MOU. Campbell told Council that the School's Captain and Lieutenant with the Nixa School Police were in attendance to answer any questions. Council asked what would change between the School's Police Department and Nixa's Police Department. Campbell responded that the School's Police Officers are currently commissioned under Christian County. Campbell said when they start working under their own Police Department, they will work under their own commission, and Nixa would be brought in to handle cases that don't fall under their jurisdiction. Mayor Steele opened the public hearing for comments.

Ron Sanders, 976 Glen Oaks Dr., asked questions about a police officer's duty to protect citizens, with staff responding.

With no further comments, the public hearing was closed. Mayor Steele called for a motion to approve the council bill. Giddens made a motion to approve Council Bill #2022-075 with Lucas seconding and Giddens, Peterson, Hoogstraet, Lucas, and Orf all voting aye on roll call vote.

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

Resolution #2022-081 Amending the City's personnel Handbook by Adding Thereto Policy 6.19 Which Relates to Remote Work by City Employees. Amanda Hunsucker, Director of Human Resources, stated that this policy change would be for remote work for employees. Hunsucker said remote work would not happen all the time, just when there was inclement weather or for extended sick leave. Council asked how many employees wouldn't be able to use the policy, with Hunsucker responding that about 50-55% would not be able to use remote work. Liles said this would be used in specific situations. Mayor Steele opened the public hearing, with no comments made, the public hearing was closed. Mayor Steele called for a motion to approve the resolution. Orf made a motion to approve Resolution #2022-081 with Peterson seconding and all Council Members voting aye.

Resolution #2022-082 Amending the Police Department's Law Enforcement Policy Manual by Modifying Policy 1014 Which Relates to Compensation and Overtime. Campbell said this is an update with recommended language on double over time from the Department of Transportation. Campbell said the current policy is recommended language from the Department of Transportation (DOT) however, DOT decided to change the language they initially recommended. Campbell said the policy is changing to update wording but nothing else. 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. Lucas made a motion to approve Resolution #2022-082, with Orf seconding and all Council Members voting aye.

Resolution #2022-083 Authorizing the City Administrator to Execute a Contract with Smith and Edwards Construction Inc. for the Construction of a Grated Walkway at the Wastewater Treatment Facility. Doug Colvin, Assistant City Administrator and Public Works Director, stated

that the walkway at the wastewater treatment facility is currently a narrow concrete wall with a small rail that is not a safety rail. Colvin said that staff worked with an engineer to make a safer design: a grated metal walkway and safety rail. Colvin said this project is Capital Improvement Project in the 2022 budget. Colvin said the portion of the contract for Smith and Edwards is \$53,138, and the contract is a 45-day contract. 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. Hoogstraet made a motion to approve Resolution #2022-083, with Orf seconding and all Council Members voting aye.

Resolution #2022-084 Consenting to the Mayor's Appointment of Kevin Auberry to the Charter Review Commission. Rebekka Coffey, City Clerk, stated that in July, staff was made aware that Commissioner Dingus had moved from district 1 into district 2. Coffey said that per the Charter, there can only be three (3) Commissioners from each district, and with Dingus moving, that had four (4) Commissioners from district 2 and two (2) from district 1. Coffey said Council Members were made aware of Dingus's resignation from the Charter Review Commission and nominated Kevin Auberry to serve. Coffey said Auberry had shown interest in serving on the Commission. Mayor Steele opened the public hearing for comments,

Kevin Auberry, 101 E Deanna Ln, stated that if approved, he would like to help make the City better.

With no further comments, the public hearing was closed. Mayor Steele called for a motion to approve the resolution. Giddens made a motion to approve Resolution #2022-084, with Peterson seconding and all Council Members voting aye.

Resolution #2022-085 Authorizing the City Administrator to Execute a Contract with Better Block SGF for Placemaking Demonstrations in Downtown Nixa. Robbins stated that as a part of the 2020 Strategic Plan a strategic plan was identified to revitalize neighborhoods and business districts. Robbins said that money was budgeted for a Downtown Master Plan because of this strategic plan. Robbins said that prior to completing the master plan, it was decided it would be productive to see what improvements would make the biggest impact. Robbins said staff contacted the nonprofit Better Block to provide placemaking demonstrations to get feedback from the community to see what works best Downtown. Robbins said there would be two (2) different schemes downtown, which includes scheme one (1), which transforms South Main to one-way traffic down Elm, with angled parking on the west side. Robbins said scheme two (2) would maintain two-way traffic but still includes extending the sidewalk, landscaping, etc. Robbins said Better Block would survey citizens and businesses to see which scheme worked best. Robbins said the total cost for this project is \$11,400, with the funds coming from the Downtown Master Plan line item. Council held a discussion. Council asked how long the schemes would stay in place, with Robbins responding 45 days each. Council held an additional discussion. 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. Lucas made a motion to approve Resolution #2022-085 with Hoogstraet seconding and all Council Members voting aye.

Mayor and Council Member Reports:

Robbins told Council the L.E.A.D Multi-Cultural Event would be on August 20th at McCauley Park from 6:00 – 8:00 p.m. Robbins said this would be a free event. Robbins said Movies in the Park featuring Encanto would follow the event.

Orf read a letter resigning his Council seat effective August 31st.

Adjournment:

Mayor Steele called for a motion to adjourn. Giddens made a motion to adjourn at 10:30 p.m., with Lucas seconding and all Council Members voting aye.

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

NIXA CITY HALL

August 22nd, 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 Orf seconding and Orf, Giddens, Peterson, Graham, Hoogstraet, and Lucas voting aye on roll call vote.

Service Awards:

Mayor Steele recognized Rob Seiner for his five (5) years of service to the City. Joe Campbell, Police Chief, stated that Seiner was a sergeant for the Police Department. Campbell said that in Seiner's time with the department, he has been a field training officer and patrol corporal, and sergeant. Campbell stated that Seiner is currently serving in the operations division. Campbell said Seiner is a certified crisis intervention officer, certified crisis negotiator, does maintenance on the breath testing instruments, and is a taser instructor. Campbell said Seiner is a rising star.

Mayor Steele recognized Barb Blevins for her 26 years of service to the City and retirement. Jennifer Evans, Finance Director, said Blevins started with the City in February of 1996 as an account clerk, was promoted to lead accounting clerk in 2006, promoted to assistant finance director in 2017, and retired in June of 2022. Evans stated Blevins had taken care of the City's general ledger for over 20 years. Evans said Blevins had been a steady, positive, and consistent employee. Evans thanked Blevins for her 26 years of dedicated services to the City of Nixa. Mayor Steele presented Blevins with a clock.

Proclamation:

Mayor Steele read a proclamation proclaiming September 2022 as Childhood Cancer Awareness Month.

Visitors:

Jeff Belcher, 203 S Ellen, thanked Council for the proclamation. Belcher discussed election costs, Hoogstraet's social media, and a private event Hoogstraet hosted at the Nixa Community Pool.

Ron Sanders, 976 Glen Oaks Dr., thanked Council for the proclamation. Sanders thanked Council for allowing the visitors section at Council meetings. Sanders spoke about

accountability. Sanders discussed Gregg Road being bumpy after the recent overlay. Staff responded the Sanders' comments about Gregg Road.

Elizabeth Dudash-Buskirk, 1227 Verna Ln., discussed an event the GLO center hosted at the Nixa Community Pool. Dudash-Buskirk stated Hoogstraet was involved in the event and helped host. Dudash-Buskirk discussed a conversation between Belcher and Hoogstraet, as well as voting.

Jeremy Hayes, 783 Rippling Creek, thanked Council for the proclamation and for supporting children. Hayes addressed comments made by Belcher and discussed a conversation he had with Belcher. Hayes thanked Council for their work.

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

Council Bill #2022-081 Granting Special Use Permit 22-003 to Authorize a Short-Term Residential Rental Use for the Single-Family Zoned Property Located at 876 East Scott Wayne Drive. Scott Godbey, City Planner, stated that this special use permit would allow a short-term rental to operate inside the city limits. Godbey provided the definition of short-term rentals and permanent residents. Godbey discussed the requirements for short-term rentals. Godbey told Council at the Planning and Zoning Commission meeting that three (3) neighbors addressed the Commission about their concerns with allowing short-term rental in their neighborhood. Godbey said the Commission would like to revisit the ordinance to make possible changes. Godbey stated that both the Planning and Zoning Commission and staff recommend approval. Council held a discussion. 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. Giddens made a motion to approve Council Bill #2022-081 with Lucas seconding and Giddens, Peterson, Graham, Hoogstraet, Lucas, and Orf voting aye on roll call vote.

Council Bill #2022-082 Amending Chapter 2, Article I, of the Nixa City Code by Readopting Section 2-4 as Authorized by Section 105.485 RSMo. For the Purpose of Establishing Provisions Related to Conflicts of Interest and Financial Disclosure. Nick Woodman, City Attorney, stated this council bill is readopted every two (2) years if the Council chooses to govern and establish conflicts of interest and financial disclosures by ordinance. Woodman said that if passed, the Council would be required to fill out a short financial disclosure form, and enforcement would fall to Council. Woodman stated that if not passed Council would be required to fill out a long financial disclosure form, and enforcement would fall to the Missouri Ethics Commission. Council held a discussion. 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. Giddens made a motion to approve Council Bill #2022-082 with Graham seconding and Peterson, Graham, Hoogstraet, Lucas, Orf, and Giddens voting nay on roll call vote. Council Bill #2022-082 did not pass. The Council directed Woodman to bring back an ordinance to repeal the current code section concerning conflicts of interest and financial disclosures.

Council Bill #2022-083 Establishing and Levying Taxes on Real Property in the City of the 2022 Tax Year. Rebekka Coffey, City Clerk, stated this is an annual ordinance to establish and

levy taxes on real property for the City. Coffey provided information on the process of setting the tax levy. Coffey told Council the anticipated levy rate for 2022 is 0.2990. Mayor Steele opened the public hearing for comments.

Jeff Belcher, 203 S Ellen, started speaking on a different topic on the agenda, and Belcher said he would speak on the appropriate agenda item.

Ron Sanders, 976 Glen Oaks Dr., asked what would happen if this council bill was voted down, with the Mayor responding.

With no further 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 #2022-083 with Hoogstraet seconding and Graham, Hoogstraet, Lucas, Orf, Giddens, and Peterson all voting aye on roll call vote.

Council Bill #2022-084 Amending the 2022 Annual Budget to Appropriate Funds for a Hotel Market and Financial Feasibility Study. Jimmy Liles, City Administrator, said the City would be partnering with Show Me Christian County, Ozark, and Christian County for this hotel feasibility study. Liles said the study would look at two (2) different locations, one (1) north on Highway 160 and one (1) south on Highway 160. Liles provided information on the items the study would look at for those locations. Liles said developers ask for studies like this. Liles stated the City was looking at doing a study like this next year, but this opportunity would save the city money, with the City's portion of this study being \$13,000. Liles said if this council bill is approved, an intergovernmental agreement would be brought back in the future. Council asked if any other participants had voted to participate, with Liles responding. Council asked if the locations could be shared, with Liles stating not at this time. Mayor Steele opened the public hearing for comments.

Ron Sanders, 976 Glen Oaks Dr., stated it looks like the City is spending government money to tell hotels where they can go. Sanders said the private industries and government aren't doing what they are supposed to do. Mayor Steele responded to Sanders' comments saying studies like this are standard for all major tourism agencies.

Jeff Belcher, 203 S Ellen, stated that private business should be a private business. Belcher said the City shouldn't be spending money to help a private business. Council responded to Belcher's comments.

Chris Russell, Chamber of Commerce Director, stated there are limited rooms for travelers in Nixa to be able to spend the night. Russell said partnering with Show Me Christian County, Ozark, and Christian County for this study is a good idea. Russell stated this is an opportunity for the City and helps make the City more productive. Russell said this study is critical for economic development in Nixa.

With no further comments, the public hearing was closed. Council held a discussion. Mayor Steele called for a motion to approve the council bill. Lucas made a motion to approve Council

Bill #2022-084 with Peterson seconding and Hoogstraet, Lucas, Orf, Giddens, Peterson, and Graham voting aye on roll call vote.

Council Bill #2022-085 Amending Chapter 12, Article IV, of the Nixa City Code by Adding Thereto a New Section, Section 12-85, to Allow for City-Wide Garage Sales. Cindy Robbins, Assistant City Administrator, stated this council bill would amend the City code to allow for city-wide garage sales in May and September. Robbins said citizens would be able to have four (4) garage sales a year, two (2) that would require permits, and two (2) city-wide sales. 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. Giddens made a motion to approve Council Bill #2022-085 with Orf seconding and Lucas, Orf, Giddens, Peterson, Graham, and Hoogstraet voting aye on roll call vote.

Council Bill #2022-086 Calling an Election to be Held on November 8, 2022 to submit to the Qualified Voters the Question of Imposing an Additional 1-Cent General Sales Tax to Fund Public Safety and Recreation; Authorizing the City Clerk to Do All Things Necessary and Convenient to Submit Said Question to the Qualified Voters of the City; and Providing for the Enactment of Said Tax If Approved. Liles provided a brief overview of the presentation that was provided at the previous Council meeting. Liles said there is a need for an additional 11 officers, and the 2022 budget could afford any of those officers. Liles stated there is only one (1) gym in Nixa to serve 24,000 citizens, and citizens are requesting more space. Liles said the current parks do need repair, and that is why the City is looking for additional revenue sources. Liles told Council that the City needs to keep up with the growth of the community. Liles thanked Insight Design and SAPP Design for their work on the facility designs for both the Police and Parks Departments. Liles invited Chris Russell, Chamber of Commerce Director, to discuss the economic development impact this sales tax increase could have on the City.

Russell discussed what the Police Department does for economic development and what attracts developers. Russell spoke about the different parks outside of Nixa city limits that citizens go to and the amount of children the Parks Department sees come through the doors for activities. Russell said the City, Christian County, and Chamber of Commerce are fighting to attract businesses.

Liles said a letter was sent out to the public asking for responses if the community would support the tax increase. Liles said 70% of the 180 responses were in favor of the tax increase. Mayor Steele opened the public hearing for comments.

Jeff Belcher, 203 S Ellen, discussed community growth and asked about infrastructure. Belcher said he is not voting for the tax increase because the Police and Parks Departments are together. Belcher stated the Police are a must because of growth, but the Parks are a want, not a need. Belcher asked questions about Rotary and McCauley Parks.

Sheila Michaels, 783 Rippling Creek, stated there needs to be repairs to the current park facilities. Michaels said this is the opportunity to take care of the Police Department. Michaels told Council that access to parks is a need for families. Michaels said she supports the tax increase.

Jeremy Hayes, 783 Rippling Creek, said he was supportive of the Parks and Police Department and the tax increase. Hayes stated the City is spending more than its bringing in and can't maintain without the additional funds. Hayes told Council he would like easy access to Parks. Hayes wondered if one percent (1%) was too large an increase at one (1) time.

Ron Sanders, 976 Glen Oaks Dr., stated he didn't like the proposed Police Department. Sanders said he supports the Police Department portion of the tax increase. Sanders stated the Parks Department was added to this tax increase to make people feel happy about the increase. Sanders said he believes if taxes are raised, the City would still have a shortfall. Sanders discussed the issues he felt are had with a general fund tax increase.

Rich Lewis, 860 S Hackberry, discussed the police staffing study. Lewis said he would like to see the existing parks improved before building new park facilities. Lewis discussed the issues he felt are had with a general fund tax increase and said he would like to see a specialized tax, not a general fund tax. Lewis said he would want to see an itemization of where the money will be spent.

With no further comments, the public hearing was closed. Council responded to the public hearing comments and held a discussion. Liles reminded Council that the 1-cent would be earmarked for the Police and Parks Department and will have to be spent on only those departments as long as it is in place. Council held an additional discussion. Mayor Steele called for a motion to approve the council bill. Graham made a motion to approve Council Bill #2022-086 with Lucas seconding and Orf, Giddens, Peterson, Graham, Hoogstraet, and Lucas voting aye on roll call vote.

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

Resolution #2022-086 Authorizing the City Administrator to Execute a Contract with USIC Locating Services, Inc. for Utility Locating Services. Doug Colvin, Assistant City Administrator and Public Works Director, said this contract would end the internal locating services that the utility department runs. Colvin said the current position the City has is a full-time position plus overtime plus having to supplement additional employees to fill in when needed. Colvin said the employee would not be laid off but would be moved to an opening in a different department. Colvin stated that although there would be upfront costs, the City would be saving money on locating services in a few years. Colvin stated the contract would be charged per three (3) different locate services. Colvin noted that the contract would be a three (3) year contract with additional two (2) year terms. Council asked questions, with Colvin responding. 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 #2022-086 with Giddens seconding and all Council Members voting aye.

Mayor Steele called for a 5-minute break at 8:57 p.m. The meeting was called back to order at 9:05 p.m.

Liaison Report:

Justin Orf presented his liaison report on the Administration Department. Orf provided information on each person within the Administration Department. Orf presented specific information on the Court and Communications Department. Orf provided a history of the Nixa Municipal Court. Orf stated that the court had been consolidated with the Christian County Circuit Court. Orf said the pros of that consolidation were electronic filing, an online prosecutor portal, the docket moves quickly, and the Police Department no longer has to serve as a bailiff or transport prisoners. Orf stated the con of consolidation is that there is more up-front work for the City Attorney; however, the new paralegal helps with this issue. Orf said that overall, the consolidation is more efficient and frees up the City Attorney to focus on other issues. Orf provided data on the citizens that the Communications Department reaches via their many communication outlets. Orf stated the major projects the Communications Department is working on are implementing branding, the website redesign, voter education, and a community-wide photo and flag contest. Orf discussed the staffing needs of the Communications Department.

Mayor and Council Member Reports:

Evans told Council that the budget workshop would be Thursday, October 20th at 6:00 p.m. in the Council Chambers.

Giddens thanked staff for all the work done at the Multi-Cultural Event.

Mayor Steele moved the first (1st) Council Meeting in September from September 12th to September 19th due to a majority of staff being unavailable. Mayor Steele also discussed the process for accepting letters of interest for the District 3 Council seat left open by Orf's resignation.

Graham praised the Multi-Cultural Event.

Adjournment to Closed Session:

Peterson made a motion to adjourn to closed session pursuant to RSMo section 610.021(1), in which the Council will discuss legal actions, causes of action, and confidential and privileged communications with their attorney.

The Council meeting will stand adjourned at the conclusion of the closed session.



City of Nixa, MO

Budget Report

Account Summary

For Fiscal: 2022 Period Ending: 08/31/2022

	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	2,488,163.05	12,001,322.85	-4,748,677.15 28.35 %
01-700-40030	INCOME - FUEL COST ADJUSTMENT	0.00	0.00	-54.27	-377,169.66	-377,169.66 0.00 %
01-700-40050	INCOME - ELECTRIC PENALTIES	120,000.00	120,000.00	26,563.38	116,790.54	-3,209.46 2.67 %
01-700-40100	INCOME - ELECTRIC METER FEE	30,000.00	30,000.00	2,645.00	25,200.00	-4,800.00 16.00 %
01-700-40145	INCOME - ELECTRIC NET METERING	35,000.00	35,000.00	8,022.02	32,226.40	-2,773.60 7.92 %
01-700-40200	INCOME - INTEREST	58,000.00	58,000.00	26,217.70	76,844.01	18,844.01 132.49 %
01-700-40400	INCOME - RECONNECT FEES	13,000.00	13,000.00	1,575.00	6,675.00	-6,325.00 48.65 %
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	275.00	1,900.00	-2,100.00 52.50 %
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	6,093.84	75,531.50	58,531.50 444.30 %
01-700-45100	INCOME - SURPLUS SALES	15,000.00	15,000.00	0.00	3,600.00	-11,400.00 76.00 %
Department: 700 - ELECTRIC Total:		17,253,200.00	17,253,200.00	2,559,500.72	12,208,523.72	-5,044,676.28 29.24 %
Revenue Total:		17,253,200.00	17,253,200.00	2,559,500.72	12,208,523.72	-5,044,676.28 29.24 %
Expense						
Department: 700 - ELECTRIC						
01-700-5100100	ADMINISTRATION FEES	363,613.00	363,613.00	30,301.08	242,408.64	121,204.36 33.33 %
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	266.10	771.19	4,228.81 84.58 %
01-700-5105500	BUILDING MAINTENANCE SERVICES	10,000.00	10,000.00	233.22	1,701.67	8,298.33 82.98 %
01-700-5106000	BUILDING REPAIRS	13,000.00	13,000.00	75.00	1,487.42	11,512.58 88.56 %
01-700-5108000	COLLECTION FEE	500.00	500.00	0.00	0.00	500.00 100.00 %
01-700-5110000	COMPUTER SUPPLIES	500.00	500.00	0.00	0.00	500.00 100.00 %
01-700-5110102	COMPUTER SOFTWARE	3,000.00	3,000.00	0.00	0.00	3,000.00 100.00 %
01-700-5110503	COMPUTER SERVICES	37,550.00	37,550.00	-3,513.54	12,850.18	24,699.82 65.78 %
01-700-5111000	COMPUTER EQUIPMENT	6,750.00	6,750.00	0.00	3,675.52	3,074.48 45.55 %
01-700-5112500	CONTRACT LABOR	80,000.00	80,000.00	2,900.00	45,966.54	34,033.46 42.54 %
01-700-5117500	DUES, LICENSES & MEMBERSHIPS	25,000.00	25,000.00	2,354.51	23,480.16	1,519.84 6.08 %
01-700-5118000	ECONOMIC DEVELOPMENT	98,250.00	98,250.00	0.00	8,250.00	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	256.23	243.77 48.75 %
01-700-5122500	EQUIPMENT MAINTENANCE	3,000.00	3,000.00	21.85	119.94	2,880.06 96.00 %
01-700-5123000	EQUIPMENT REPAIRS	10,000.00	10,000.00	15.36	2,715.10	7,284.90 72.85 %
01-700-5123500	EQUIPMENT RENTAL	1,000.00	1,000.00	2,060.00	2,375.90	-1,375.90 -137.59 %
01-700-5124500	FACILITIES SUPPLIES	1,500.00	1,500.00	164.72	1,024.17	475.83 31.72 %
01-700-5125000	FEE-IN-LIEU-OF-TAXES	837,500.00	837,500.00	43,987.70	522,574.57	314,925.43 37.60 %
01-700-5127500	FIRST AID CLAIMS	600.00	600.00	6.47	364.47	235.53 39.26 %
01-700-5130000	GASOLINE & DIESEL	30,000.00	30,000.00	3,767.03	25,626.51	4,373.49 14.58 %
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	177.40	60,314.84	685.16 1.12 %
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	53.16	624.99	-124.99 -25.00 %
01-700-5135500	MAINTENANCE/SERVICE CONTRACTS	11,000.00	11,000.00	634.99	2,894.12	8,105.88 73.69 %
01-700-5137500	MEETINGS AND TRAINING	33,650.00	33,650.00	1,875.44	32,878.50	771.50 2.29 %
01-700-5138500	METERS	60,000.00	60,000.00	3,520.00	41,321.70	18,678.30 31.13 %
01-700-5142000	MILEAGE	500.00	500.00	58.31	61.27	438.73 87.75 %
01-700-5142500	MISCELLANEOUS	1,200.00	1,200.00	0.00	614.83	585.17 48.76 %
01-700-5145000	NATURAL GAS	5,000.00	5,000.00	44.14	3,720.51	1,279.49 25.59 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
01-700-5147500	NEWSPAPER PUBLICATIONS	200.00	200.00	38.99	289.17	-89.17	-44.59 %
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	304.19	1,433.63	1,566.37	52.21 %
01-700-5152000	ONE CALL MEMBERSHIP	2,500.00	2,500.00	319.13	2,030.78	469.22	18.77 %
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	34.75	258.61	1,241.39	82.76 %
01-700-5157503	POWER PURCHASES	11,000,000.00	11,000,000.00	1,235,026.12	6,267,687.12	4,732,312.88	43.02 %
01-700-5160000	PROFESSIONAL FEES	133,462.00	133,462.00	3,459.38	67,620.45	65,841.55	49.33 %
01-700-5160150	PROMOTIONAL ITEMS	1,500.00	1,500.00	502.20	836.97	663.03	44.20 %
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	68.80	135.80	664.20	83.03 %
01-700-5167000	SAFETY PROGRAM	25,000.00	25,000.00	5,391.60	12,753.00	12,247.00	48.99 %
01-700-5172500	SHOP SUPPLIES	8,000.00	8,000.00	1,469.36	8,430.75	-430.75	-5.38 %
01-700-5174000	STREET LIGHTS	400,000.00	500,000.00	9,224.48	291,519.88	208,480.12	41.70 %
01-700-5174505	SUBSTATION MAINTENANCE	64,000.00	64,000.00	513.03	9,393.50	54,606.50	85.32 %
01-700-5175000	SUPPLIES	100,000.00	100,000.00	2,218.42	55,668.83	44,331.17	44.33 %
01-700-5177500	TELECOMMUNICATIONS	13,000.00	13,000.00	590.68	5,782.94	7,217.06	55.52 %
01-700-5180000	TESTS AND PERMITS	250.00	250.00	990.00	990.00	-740.00	-296.00 %
01-700-5181000	TRACKABLE ASSETS < \$5,000	30,000.00	30,000.00	4,196.62	5,529.62	24,470.38	81.57 %
01-700-5182500	TRANSFORMERS	550,000.00	694,700.00	14,147.95	374,331.05	320,368.95	46.12 %
01-700-5183500	TREE TRIMMING	350,000.00	350,000.00	42,223.35	219,502.46	130,497.54	37.29 %
01-700-5184000	UNDERGROUND ELECTRIC	150,000.00	170,000.00	11,410.77	109,865.85	60,134.15	35.37 %
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	2,820.98	7,465.15	534.85	6.69 %
01-700-5185500	VEHICLE REPAIRS	12,500.00	12,500.00	1,254.50	4,668.14	7,831.86	62.65 %
01-700-5188000	WIRE	175,000.00	175,000.00	0.00	213,182.11	-38,182.11	-21.82 %
01-700-5250000	SALARIES	1,220,265.00	1,220,265.00	99,937.32	784,783.45	435,481.55	35.69 %
01-700-5250500	PAYROLL TAXES	93,829.00	93,829.00	7,267.86	57,494.70	36,334.30	38.72 %
01-700-5251000	GROUP INSURANCE	174,785.00	174,785.00	15,743.76	108,344.52	66,440.48	38.01 %
01-700-5251500	LAGERS	185,480.00	185,480.00	14,985.56	117,008.49	68,471.51	36.92 %
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	0.00	9,498.07	10,501.93	52.51 %
01-700-5255000	WORK COMP PREMIUM	25,626.00	25,626.00	567.06	22,910.06	2,715.94	10.60 %
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	4,826.86	7,673.14	61.39 %
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	0.00	63,475.36	171,274.64	72.96 %
01-700-5452500	CAPITAL-INFRASTRUCTURE	5,130,619.00	5,130,619.00	32,051.69	582,472.21	4,548,146.79	88.65 %
01-700-5490001	TRANSFERS OUT-CENTRAL GARAGE	10,136.00	10,136.00	0.00	4,145.00	5,991.00	59.11 %
01-700-5490002	TRANSFERS OUT-UTILITY BILLING	393,071.00	393,071.00	0.00	150,875.00	242,196.00	61.62 %
Department: 700 - ELECTRIC Total:		22,574,836.00	22,860,536.00	1,595,761.49	10,622,254.58	12,238,281.42	53.53 %
Expense Total:		22,574,836.00	22,860,536.00	1,595,761.49	10,622,254.58	12,238,281.42	53.53 %
Fund: 01 - ELECTRIC Surplus (Deficit):		-5,321,636.00	-5,607,336.00	963,739.23	1,586,269.14	7,193,605.14	128.29 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 02 - WATER							
Revenue							
Department: 800 - WATER							
02-800-40006	INCOME - WATER SALES	2,700,000.00	2,950,000.00	454,045.26	2,035,574.75	-914,425.25	31.00 %
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	4,179.71	17,028.37	2,028.37	113.52 %
02-800-40102	INCOME - WATER METER FEE	45,000.00	45,000.00	3,795.00	28,425.00	-16,575.00	36.83 %
02-800-40113	TRANSFERS IN - UTILITY BILLING	625,467.00	625,467.00	0.00	232,250.00	-393,217.00	62.87 %
02-800-40200	INCOME - INTEREST	22,000.00	22,000.00	8,323.50	23,073.55	1,073.55	104.88 %
02-800-40270	INCOME - RENT	142,000.00	142,000.00	15,913.04	100,797.14	-41,202.86	29.02 %
02-800-40400	INCOME - RECONNECT FEES	13,000.00	13,000.00	1,225.00	10,100.00	-2,900.00	22.31 %
02-800-40500	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	328,609.33	357,544.33	357,544.33	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	127.52	860.80	-139.20	13.92 %
02-800-45100	INCOME - SURPLUS SALES	0.00	0.00	0.00	3,600.00	3,600.00	0.00 %
Department: 800 - WATER Total:		3,602,467.00	6,852,467.00	816,218.36	2,809,900.96	-4,042,566.04	58.99 %
Revenue Total:		3,602,467.00	6,852,467.00	816,218.36	2,809,900.96	-4,042,566.04	58.99 %
Expense							
Department: 800 - WATER							
02-800-5100100	ADMINISTRATION FEES	386,049.00	386,049.00	32,170.75	257,366.00	128,683.00	33.33 %
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	0.00	187.26	2,062.74	91.68 %
02-800-5105500	BUILDING MAINTENANCE SERVICES	4,000.00	4,500.00	125.18	1,906.02	2,593.98	57.64 %
02-800-5106000	BUILDING REPAIRS	7,500.00	10,500.00	0.00	6,167.41	4,332.59	41.26 %
02-800-5107000	CHEMICALS	15,000.00	18,000.00	2,901.25	13,503.50	4,496.50	24.98 %
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 %
02-800-5110102	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	-1,050.74	8,458.92	8,631.08	50.50 %
02-800-5111000	COMPUTER EQUIPMENT	1,500.00	1,500.00	0.00	1,515.80	-15.80	-1.05 %
02-800-5112500	CONTRACT LABOR	40,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
02-800-5117500	DUES, LICENSES & MEMBERSHIPS	20,000.00	27,000.00	0.00	21,117.65	5,882.35	21.79 %
02-800-5118000	ECONOMIC DEVELOPMENT	68,250.00	68,250.00	0.00	8,250.00	60,000.00	87.91 %
02-800-5120000	EMPLOYMENT COSTS	500.00	800.00	0.00	366.43	433.57	54.20 %
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	72.36	439.61	310.39	41.39 %
02-800-5125000	FEE-IN-LIEU-OF-TAXES	135,000.00	147,500.00	7,978.98	89,737.91	57,762.09	39.16 %
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	2,056.69	13,041.40	6,458.60	33.12 %
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	177.40	35,436.34	6,063.66	14.61 %
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	25.14	375.06	24.94	6.24 %
02-800-5135500	MAINTENANCE/SERVICE CONTRACTS	4,400.00	4,650.00	160.90	1,316.82	3,333.18	71.68 %
02-800-5137500	MEETINGS AND TRAINING	9,500.00	11,000.00	508.91	3,055.27	7,944.73	72.22 %
02-800-5138500	METERS	175,000.00	625,000.00	2,458.78	37,027.07	587,972.93	94.08 %
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	680.73	4,319.27	86.39 %
02-800-5145000	NATURAL GAS	3,500.00	23,500.00	13.74	1,792.45	21,707.55	92.37 %
02-800-5147500	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	124.17	951.49	698.51	42.33 %
02-800-5152000	ONE CALL MEMBERSHIP	2,500.00	3,000.00	319.13	2,030.67	969.33	32.31 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-800-5157500	POSTAGE AND FREIGHT	3,000.00	5,000.00	16.04	2,346.83	2,653.17	53.06 %
02-800-5157501	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	7,447.75	75,575.08	178,198.92	70.22 %
02-800-5160150	PROMOTIONAL ITEMS	1,500.00	1,500.00	502.35	837.12	662.88	44.19 %
02-800-5165000	RANDOM TESTING	300.00	400.00	177.40	177.40	222.60	55.65 %
02-800-5167000	SAFETY PROGRAM	2,500.00	2,750.00	33.17	996.48	1,753.52	63.76 %
02-800-5172500	SHOP SUPPLIES	4,000.00	4,500.00	0.00	1,746.10	2,753.90	61.20 %
02-800-5175000	SUPPLIES	60,000.00	65,000.00	11,257.14	57,891.81	7,108.19	10.94 %
02-800-5176002	SYSTEM REPAIRS	115,000.00	150,000.00	10,451.99	32,671.42	117,328.58	78.22 %
02-800-5177500	TELECOMMUNICATIONS	9,000.00	9,500.00	339.33	3,044.84	6,455.16	67.95 %
02-800-5180000	TESTS AND PERMITS	6,700.00	7,450.00	598.00	4,730.00	2,720.00	36.51 %
02-800-5181000	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 %
02-800-5185000	VEHICLE MAINTENANCE	4,000.00	4,100.00	0.00	2,192.53	1,907.47	46.52 %
02-800-5185500	VEHICLE REPAIRS	2,000.00	3,000.00	215.00	1,859.65	1,140.35	38.01 %
02-800-5250000	SALARIES	295,793.00	346,486.00	27,738.73	212,784.98	133,701.02	38.59 %
02-800-5250500	PAYROLL TAXES	22,808.00	26,775.00	1,994.44	15,320.32	11,454.68	42.78 %
02-800-5251000	GROUP INSURANCE	66,141.00	89,507.00	5,658.27	42,127.28	47,379.72	52.93 %
02-800-5251500	LAGERS	44,961.00	52,666.00	3,851.47	31,540.78	21,125.22	40.11 %
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	57,696.92	118,775.81	231,224.19	66.06 %
02-800-5254000	UNIFORMS	4,000.00	6,000.00	180.89	1,561.89	4,438.11	73.97 %
02-800-5255000	WORK COMP PREMIUM	9,359.00	10,963.00	216.67	8,878.21	2,084.79	19.02 %
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 %
02-800-5450500	CAPITAL-BUILDING	287,767.00	287,767.00	0.00	124,903.34	162,863.66	56.60 %
02-800-5451004	CAPITAL-IMPROVEMENTS-BUILDING	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
02-800-5451500	CAPITAL-VEHICLES	120,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
02-800-5452000	CAPITAL-EQUIPMENT	2,500.00	110,500.00	0.00	0.00	110,500.00	100.00 %
02-800-5452500	CAPITAL-INFRASTRUCTURE	1,106,969.00	4,063,769.00	432.00	203,328.65	3,860,440.35	95.00 %
02-800-5490001	TRANSFERS OUT-CENTRAL GARAGE	12,110.00	12,110.00	0.00	4,952.00	7,158.00	59.11 %
Department: 800 - WATER Total:		4,264,134.00	8,576,669.00	176,850.20	1,617,969.16	6,958,699.84	81.14 %

Department: 850 - UTILITY BILLING

02-850-5105000	BUILDING MAINTENANCE - SUPPLIES	2,000.00	2,000.00	22.30	253.71	1,746.29	87.31 %
02-850-5105500	BUILDING MAINTENANCE SERVICES	2,500.00	2,500.00	455.43	2,242.30	257.70	10.31 %
02-850-5106000	BUILDING REPAIRS	2,500.00	2,500.00	3,526.51	6,916.85	-4,416.85	-176.67 %
02-850-5108000	COLLECTION FEE	500.00	500.00	0.00	190.01	309.99	62.00 %
02-850-5110000	COMPUTER SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-850-5110102	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	-1,529.95	15,766.98	15,543.02	49.64 %
02-850-5111000	COMPUTER EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
02-850-5117500	DUES, LICENSES & MEMBERSHIPS	0.00	0.00	0.00	5.00	-5.00	0.00 %
02-850-5120000	EMPLOYMENT COSTS	0.00	0.00	0.00	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	93.64	1,136.86	1,363.14	54.53 %
02-850-5130000	GASOLINE & DIESEL	15,000.00	15,000.00	883.65	7,824.42	7,175.58	47.84 %
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	177.40	446.26	-446.26	0.00 %
02-850-5132560	JANITORIAL SUPPLIES	750.00	750.00	16.37	257.98	492.02	65.60 %
02-850-5134500	MAILING SERVICES	85,000.00	85,000.00	16,346.68	51,227.65	33,772.35	39.73 %
02-850-5135500	MAINTENANCE/SERVICE CONTRACTS	17,075.00	17,075.00	7,849.03	10,635.98	6,439.02	37.71 %
02-850-5137500	MEETINGS AND TRAINING	0.00	0.00	11.32	171.86	-171.86	0.00 %
02-850-5138000	MERCHANT CARD FEES	200,000.00	200,000.00	15,667.80	99,461.23	100,538.77	50.27 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-850-5140000	METER READING SUPPLIES	3,000.00	3,000.00	693.88	990.69	2,009.31	66.98 %
02-850-5142500	MISCELLANEOUS	2,500.00	2,500.00	45.00	45.00	2,455.00	98.20 %
02-850-5145000	NATURAL GAS	750.00	750.00	46.73	374.64	375.36	50.05 %
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	341.09	850.07	1,149.93	57.50 %
02-850-5157500	POSTAGE AND FREIGHT	250.00	250.00	157.94	1,011.42	-761.42	-304.57 %
02-850-5160000	PROFESSIONAL FEES	7,500.00	32,100.00	0.00	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	364.36	3,220.38	4,279.62	57.06 %
02-850-5181000	TRACKABLE ASSETS < \$5,000	0.00	0.00	786.99	786.99	-786.99	0.00 %
02-850-5185000	VEHICLE MAINTENANCE	2,500.00	2,500.00	46.27	672.98	1,827.02	73.08 %
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	24,160.16	223,739.66	168,988.34	43.03 %
02-850-5250500	PAYROLL TAXES	29,251.00	30,446.00	1,746.54	16,438.89	14,007.11	46.01 %
02-850-5251000	GROUP INSURANCE	81,958.00	89,737.00	6,357.48	52,618.64	37,118.36	41.36 %
02-850-5251500	LAGERS	57,400.00	59,695.00	3,672.33	31,261.76	28,433.24	47.63 %
02-850-5254000	UNIFORMS	3,000.00	3,000.00	0.00	1,222.01	1,777.99	59.27 %
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	81,938.95	530,787.98	564,191.02	51.53 %
Expense Total:		5,282,671.00	9,671,648.00	258,789.15	2,148,757.14	7,522,890.86	77.78 %
Fund: 02 - WATER Surplus (Deficit):		-1,680,204.00	-2,819,181.00	557,429.21	661,143.82	3,480,324.82	123.45 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 03 - WASTE WATER							
Revenue							
Department: 900 - WASTE WATER							
03-900-40005	INCOME - SEWER SERVICE	3,200,000.00	3,200,000.00	303,611.16	2,140,018.42	-1,059,981.58	33.12 %
03-900-40050	INCOME - SEWER PENALTIES	20,000.00	20,000.00	3,265.33	19,302.02	-697.98	3.49 %
03-900-40101	INCOME - PERMITS	3,500.00	3,500.00	265.00	2,285.00	-1,215.00	34.71 %
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	10,225.62	30,413.77	2,913.77	110.60 %
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	22,157.00	197,774.00	-12,226.00	5.82 %
03-900-43500	Miscellaneous Income	500.00	500.00	14.90	619.25	119.25	123.85 %
03-900-45100	INCOME - SURPLUS SALES	74,000.00	74,000.00	0.00	3,600.00	-70,400.00	95.14 %
Department: 900 - WASTE WATER Total:		5,878,267.00	5,878,267.00	339,539.01	2,461,398.03	-3,416,868.97	58.13 %
Department: 950 - RECYCLING							
03-950-40051	INCOME - RECYCLE PENALTIES	750.00	750.00	143.82	920.55	170.55	122.74 %
03-950-40601	INCOME - OUTSIDE PERMITS	2,500.00	2,500.00	468.00	1,908.00	-592.00	23.68 %
03-950-40602	INCOME - CAN SALES	1,000.00	1,000.00	108.00	1,241.90	241.90	124.19 %
03-950-40605	INCOME - RECYCLING SALES	155,000.00	155,000.00	14,313.08	105,748.06	-49,251.94	31.78 %
03-950-43500	Miscellaneous Income	0.00	0.00	154.40	6,245.13	6,245.13	0.00 %
Department: 950 - RECYCLING Total:		159,250.00	159,250.00	15,187.30	116,063.64	-43,186.36	27.12 %
Revenue Total:		6,037,517.00	6,037,517.00	354,726.31	2,577,461.67	-3,460,055.33	57.31 %
Expense							
Department: 900 - WASTE WATER							
03-900-5100100	ADMINISTRATION FEES	316,590.00	316,590.00	26,382.50	211,060.00	105,530.00	33.33 %
03-900-5102550	AUDIT EXPENSE	3,000.00	3,000.00	0.00	2,025.00	975.00	32.50 %
03-900-5105000	BUILDING MAINTENANCE - SUPPLIES	3,000.00	3,300.00	105.38	2,896.82	403.18	12.22 %
03-900-5105500	BUILDING MAINTENANCE SERVICES	4,000.00	4,500.00	735.54	4,433.19	66.81	1.48 %
03-900-5106000	BUILDING REPAIRS	11,000.00	12,000.00	0.00	7,875.56	4,124.44	34.37 %
03-900-5107000	CHEMICALS	45,000.00	48,000.00	4,774.77	36,287.63	11,712.37	24.40 %
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 %
03-900-5110102	COMPUTER SOFTWARE	250.00	250.00	0.00	0.00	250.00	100.00 %
03-900-5110503	COMPUTER SERVICES	21,740.00	21,740.00	-2,688.67	10,444.88	11,295.12	51.96 %
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	5,177.15	1,322.85	20.35 %
03-900-5118000	ECONOMIC DEVELOPMENT	68,250.00	68,250.00	0.00	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	EQUIPMENT MAINTENANCE	4,000.00	4,500.00	0.00	59.02	4,440.98	98.69 %
03-900-5123000	EQUIPMENT REPAIRS	10,000.00	10,500.00	3,196.73	5,451.31	5,048.69	48.08 %
03-900-5123500	EQUIPMENT RENTAL	1,000.00	1,000.00	2,060.00	2,225.00	-1,225.00	-122.50 %
03-900-5124500	FACILITIES SUPPLIES	1,300.00	1,300.00	208.38	1,023.98	276.02	21.23 %
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	3,741.00	24,877.56	3,122.44	11.15 %
03-900-5130500	I & I REDUCTION	300,000.00	300,000.00	0.00	47,900.00	252,100.00	84.03 %
03-900-5131000	GROUNDS MAINTENANCE	3,000.00	3,000.00	0.00	3,978.34	-978.34	-32.61 %
03-900-5132500	INSURANCE AND BONDS	62,000.00	65,722.00	177.40	62,399.33	3,322.67	5.06 %
03-900-5132555	INSURANCE BROKER FEE	4,200.00	4,300.00	0.00	4,220.00	80.00	1.86 %
03-900-5132560	JANITORIAL SUPPLIES	500.00	500.00	182.33	647.73	-147.73	-29.55 %
03-900-5135500	MAINTENANCE/SERVICE CONTRACTS	12,300.00	12,300.00	188.18	3,792.66	8,507.34	69.17 %
03-900-5137500	MEETINGS AND TRAINING	8,000.00	8,000.00	388.86	7,394.98	605.02	7.56 %
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	54.95	2,107.18	12,892.82	85.95 %
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 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		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	140.65	813.43	686.57	45.77 %
03-900-5152000	ONE CALL MEMBERSHIP	2,500.00	3,000.00	319.24	2,039.80	960.20	32.01 %
03-900-5157500	POSTAGE AND FREIGHT	1,000.00	1,500.00	28.65	202.49	1,297.51	86.50 %
03-900-5160000	PROFESSIONAL FEES	16,902.00	16,902.00	0.00	16,491.31	410.69	2.43 %
03-900-5160150	PROMOTIONAL ITEMS	1,500.00	1,500.00	502.21	836.98	663.02	44.20 %
03-900-5165000	RANDOM TESTING	250.00	350.00	0.00	235.20	114.80	32.80 %
03-900-5167000	SAFETY PROGRAM	2,000.00	2,000.00	98.32	1,673.38	326.62	16.33 %
03-900-5172500	SHOP SUPPLIES	4,000.00	4,500.00	249.98	4,760.31	-260.31	-5.78 %
03-900-5175000	SUPPLIES	40,000.00	40,000.00	329.67	17,082.03	22,917.97	57.29 %
03-900-5176000	COLLECTION SYSTEM REPAIRS	100,000.00	101,500.00	6,103.83	20,872.51	80,627.49	79.44 %
03-900-5177500	TELECOMMUNICATIONS	11,000.00	11,000.00	254.32	2,106.48	8,893.52	80.85 %
03-900-5180000	TESTS AND PERMITS	15,000.00	15,500.00	1,461.32	8,043.68	7,456.32	48.11 %
03-900-5181000	TRACKABLE ASSETS < \$5,000	15,000.00	15,000.00	0.00	1,614.82	13,385.18	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	540.09	4,144.76	3,355.24	44.74 %
03-900-5185500	VEHICLE REPAIRS	10,000.00	10,000.00	385.25	3,709.72	6,290.28	62.90 %
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	2,588.50	53,515.54	176,484.46	76.73 %
03-900-5250000	SALARIES	525,911.00	525,911.00	35,202.20	315,788.97	210,122.03	39.95 %
03-900-5250500	PAYROLL TAXES	40,570.00	40,570.00	2,506.97	22,835.20	17,734.80	43.71 %
03-900-5251000	GROUP INSURANCE	115,484.00	115,484.00	7,289.40	68,420.31	47,063.69	40.75 %
03-900-5251500	LAGERS	79,938.00	79,938.00	5,350.73	44,157.09	35,780.91	44.76 %
03-900-5252500	EDUCATION	1,750.00	1,750.00	0.00	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	82.84	2,180.04	1,819.96	45.50 %
03-900-5255000	WORK COMP PREMIUM	16,344.00	16,344.00	319.36	12,098.82	4,245.18	25.97 %
03-900-5350000	BOND PRINCIPAL	606,500.00	606,500.00	39,166.67	420,833.36	185,666.64	30.61 %
03-900-5350500	BOND INTEREST	44,912.00	44,912.00	0.00	11,201.87	33,710.13	75.06 %
03-900-5352000	AGENT FEES	7,924.00	7,924.00	0.00	5,373.15	2,550.85	32.19 %
03-900-5451000	CAPITAL-IMPROVEMENTS	75,000.00	75,000.00	0.00	11,809.00	63,191.00	84.25 %
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	0.00	95,086.77	128,717.23	57.51 %
03-900-5452000	CAPITAL-EQUIPMENT	528,829.00	528,829.00	9,082.50	214,858.10	313,970.90	59.37 %
03-900-5452500	CAPITAL-INFRASTRUCTURE	3,046,643.00	3,296,643.00	5,652.00	200,137.50	3,096,505.50	93.93 %
03-900-5490001	TRANSFERS OUT - CENTRAL GARAGE	10,136.00	10,136.00	0.00	4,145.00	5,991.00	59.11 %
03-900-5490002	TRANSFERS OUT - UTILITY BILLING	199,153.00	199,153.00	0.00	66,996.00	132,157.00	66.36 %
03-900-5605600	ELECTRIC SERVICE - LIFT STATION	0.00	0.00	993.95	7,332.57	-7,332.57	0.00 %
Department: 900 - WASTE WATER Total:		6,927,380.00	7,312,487.00	158,156.00	2,115,907.24	5,196,579.76	71.06 %
Department: 950 - RECYCLING							
03-950-5105000	BUILDING MAINTENANCE - SUPPLIES	750.00	750.00	6.86	65.60	684.40	91.25 %
03-950-5105500	BUILDING MAINTENANCE SERVICES	0.00	0.00	0.00	4,674.01	-4,674.01	0.00 %
03-950-5110503	Computer Services	0.00	0.00	924.99	7,242.76	-7,242.76	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	0.00	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	FACILITIES SUPPLIES	500.00	500.00	18.18	492.97	7.03	1.41 %
03-950-5127500	FIRST AID CLAIMS	250.00	250.00	0.00	0.00	250.00	100.00 %
03-950-5130000	Gasoline & Diesel	1,000.00	1,000.00	473.37	2,315.15	-1,315.15	-131.52 %
03-950-5131000	GROUND MAINTENANCE	1,000.00	1,000.00	49.48	49.48	950.52	95.05 %
03-950-5132500	Insurance and Bonds	2,200.00	2,200.00	177.40	2,401.24	-201.24	-9.15 %
03-950-5132555	INSURANCE BROKER FEE	150.00	150.00	0.00	151.00	-1.00	-0.67 %
03-950-5132560	JANITORIAL SUPPLIES	100.00	100.00	24.86	49.72	50.28	50.28 %
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	148.18	490.21	-490.21	0.00 %
03-950-5157500	Postage and Freight	0.00	0.00	5.84	94.04	-94.04	0.00 %
03-950-5165000	Random Testing	0.00	0.00	0.00	66.80	-66.80	0.00 %

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For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
03-950-5167000	SAFETY PROGRAM	0.00	0.00	39.97	160.80	-160.80	0.00 %
03-950-5175000	SUPPLIES	2,500.00	2,500.00	0.00	12.76	2,487.24	99.49 %
03-950-5177500	TELECOMMUNICATIONS	100.00	100.00	0.00	944.29	-844.29	-844.29 %
03-950-5250000	SALARIES	74,922.00	74,922.00	5,423.63	46,544.41	28,377.59	37.88 %
03-950-5250500	PAYROLL TAXES	5,797.00	5,797.00	414.91	3,497.58	2,299.42	39.67 %
03-950-5251000	GROUP INSURANCE	21,402.00	21,402.00	1,317.11	11,977.37	9,424.63	44.04 %
03-950-5251500	LAGERS	11,388.00	11,388.00	824.38	7,074.78	4,313.22	37.88 %
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	83.76	3,291.50	831.50	20.17 %
03-950-5280000	EQUIPMENT PROGRAM	28,000.00	28,000.00	0.00	38,136.00	-10,136.00	-36.20 %
Department: 950 - RECYCLING Total:		176,182.00	176,182.00	9,932.92	130,795.91	45,386.09	25.76 %
Expense Total:		7,103,562.00	7,488,669.00	168,088.92	2,246,703.15	5,241,965.85	70.00 %
Fund: 03 - WASTE WATER Surplus (Deficit):		-1,066,045.00	-1,451,152.00	186,637.39	330,758.52	1,781,910.52	122.79 %

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		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	5,144.08	13,045.81	5,045.81	163.07 %
10-111-40360	GRANTS	2,271,601.00	2,271,601.00	2,293,490.50	2,315,379.93	43,778.93	101.93 %
	Department: 111 - ARPA Total:	2,279,601.00	2,279,601.00	2,298,634.58	2,328,425.74	48,824.74	2.14 %
	Revenue Total:	2,279,601.00	2,279,601.00	2,298,634.58	2,328,425.74	48,824.74	2.14 %
Expense							
Department: 111 - ARPA							
10-111-5490000	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	2,298,634.58	2,288,425.74	3,971,591.74	235.96 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 11 - GENERAL							
Revenue							
Department: 100 - ADMINISTRATION							
11-100-30000	Contracts	0.00	0.00	-6,302.29	-10,294.82	-10,294.82	0.00 %
11-100-40000	INCOME - ADMINISTRATIVE FEES	1,333,272.00	1,333,272.00	111,106.08	888,848.64	-444,423.36	33.33 %
11-100-40111	TRANSFERS IN - ARPA FUNDS	980,000.00	1,020,000.00	0.00	40,000.00	-980,000.00	96.08 %
11-100-40200	INCOME - INTEREST	44,000.00	44,000.00	15,695.32	49,077.13	5,077.13	111.54 %
11-100-40702	INCOME - MISC GRANT	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
11-100-41001	INCOME - BUSINESS LICENSES	35,000.00	35,000.00	885.00	36,320.00	1,320.00	103.77 %
11-100-41004	INCOME - GOLF CART PERMITS	400.00	400.00	45.00	650.00	250.00	162.50 %
11-100-41800	INCOME - FACILITY RENTAL	1,200.00	1,200.00	100.00	800.00	-400.00	33.33 %
11-100-42000	INCOME - CABLE TV FRANCHISE	143,000.00	143,000.00	29,540.01	91,449.44	-51,550.56	36.05 %
11-100-43003	INCOME - SANITATION SALES	1,340,000.00	1,340,000.00	119,372.90	892,627.51	-447,372.49	33.39 %
11-100-43100	INCOME - SANITATION PENALTIES	7,500.00	7,500.00	1,233.19	7,637.84	137.84	101.84 %
11-100-43500	Miscellaneous Income	3,000.00	3,000.00	2,488.00	4,971.67	1,971.67	165.72 %
11-100-44500	INCOME - IN LIEU OF TAXES	972,500.00	985,000.00	51,966.68	612,312.48	-372,687.52	37.84 %
11-100-44800	INCOME - PERMITS, SMALL CELL-ENC...	7,500.00	7,500.00	1,100.00	5,100.00	-2,400.00	32.00 %
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	2,209.21	830,580.90	-107,207.10	11.43 %
11-100-47200	INCOME - TAXES - INTEREST	5,400.00	5,400.00	805.90	3,470.23	-1,929.77	35.74 %
11-100-48000	INCOME - TAXES - 1-CENT SALES TAX	3,555,628.00	3,555,628.00	313,590.19	2,334,736.86	-1,220,891.14	34.34 %
11-100-48300	INCOME - USE TAX	655,044.00	655,044.00	89,716.12	554,587.65	-100,456.35	15.34 %
11-100-48800	INCOME - GAS FRANCHISE TAX	360,000.00	360,000.00	324,708.32	465,603.01	105,603.01	129.33 %
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	361.88	8,982.08	807.08	109.87 %
Department: 100 - ADMINISTRATION Total:		10,428,507.00	10,481,007.00	1,058,621.51	6,856,831.99	-3,624,175.01	34.58 %
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	64.00	1,024.00	-976.00	48.80 %
11-200-40200	INCOME - INTEREST	1,800.00	1,800.00	2.37	7.15	-1,792.85	99.60 %
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	60.00	960.00	460.00	192.00 %
11-200-42501	POLICE IMPACT FEES	32,000.00	32,000.00	7,552.01	40,145.14	8,145.14	125.45 %
11-200-42901	INCOME - GRANTS	13,000.00	13,000.00	446.89	8,616.38	-4,383.62	33.72 %
11-200-43500	Miscellaneous Income	0.00	0.00	0.00	3,292.06	3,292.06	0.00 %
11-200-44300	INCOME - RESTITUTION	0.00	0.00	443.06	2,707.09	2,707.09	0.00 %
11-200-44600	INCOME - INSURANCE CLAIMS	0.00	0.00	1,151.42	27,402.42	27,402.42	0.00 %
11-200-45008	INCOME - TRAINING FEES	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
11-200-45100	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	1,265.00	1,265.00	0.00 %
11-200-48501	Fines - Traffic	50,000.00	50,000.00	1,687.00	8,514.50	-41,485.50	82.97 %
11-200-48502	Fines - Other	37,000.00	37,000.00	486.50	5,285.50	-31,714.50	85.71 %
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	244.00	1,378.00	1,378.00	0.00 %
11-200-48505	LET - County (Police Training)	2,000.00	2,000.00	122.00	676.00	-1,324.00	66.20 %
11-200-48506	Inmate Security Fund	0.00	0.00	122.00	670.00	670.00	0.00 %
Department: 200 - POLICE Total:		143,500.00	143,500.00	12,381.25	102,170.24	-41,329.76	28.80 %
Department: 400 - PARK OPERATIONS							
11-400-40002	INCOME - CONCESSION CTR	56,000.00	56,000.00	10,713.00	62,438.00	6,438.00	111.50 %
11-400-40012	INCOME-DOG PARK	5,000.00	5,000.00	255.00	3,819.00	-1,181.00	23.62 %
11-400-40200	INCOME - INTEREST	3,000.00	3,000.00	991.30	2,950.20	-49.80	1.66 %
11-400-40201	INCOME - CLINIC BASKETBALL	3,000.00	3,000.00	0.00	1,990.00	-1,010.00	33.67 %
11-400-40202	INCOME - CLINIC VOLLEYBALL	1,000.00	1,000.00	1,540.00	2,790.00	1,790.00	279.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
11-400-40203	INCOME - CLINIC SOCCER	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
11-400-40301	INCOME - YOUTH BASEBALL-SOFTBALL	59,000.00	59,000.00	18,514.11	68,984.37	9,984.37	116.92 %
11-400-40501	INCOME - YOUTH BASKETBALL	50,000.00	50,000.00	0.00	25,981.00	-24,019.00	48.04 %
11-400-40505	INCOME - DANCE CLASS	2,560.00	2,560.00	0.00	0.00	-2,560.00	100.00 %
11-400-40509	INCOME - YOUTH TENNIS	4,800.00	4,800.00	1,260.00	3,690.00	-1,110.00	23.13 %
11-400-40900	AQUATIC ADMISSION	130,000.00	130,000.00	21,703.47	154,050.51	24,050.51	118.50 %
11-400-41000	AQUATIC RENTAL	11,000.00	11,000.00	3,700.00	12,483.50	1,483.50	113.49 %
11-400-41101	JUNIOR LIFE GUARD	600.00	600.00	0.00	0.00	-600.00	100.00 %
11-400-41102	SWIM LESSONS	11,600.00	11,600.00	0.00	18,101.00	6,501.00	156.04 %
11-400-41103	SWIM TEAM	3,300.00	3,300.00	0.00	3,425.00	125.00	103.79 %
11-400-41104	AQUA EXERCISE	400.00	400.00	160.92	446.98	46.98	111.75 %
11-400-41301	Income - Cancellation Fees	0.00	0.00	0.00	1,978.50	1,978.50	0.00 %
11-400-41530	FITNESS CLASSES	13,500.00	13,500.00	1,375.00	7,227.54	-6,272.46	46.46 %
11-400-41600	INCOME - ENRICHMENT CLASSES	1,200.00	1,200.00	0.00	1,146.00	-54.00	4.50 %
11-400-41800	INCOME - FACILITY RENTAL	20,000.00	20,000.00	880.00	10,526.25	-9,473.75	47.37 %
11-400-41900	INCOME - MARTIAL ARTS	7,000.00	7,000.00	430.00	4,323.66	-2,676.34	38.23 %
11-400-42001	CENTER MEMBERSHIPS	400,000.00	400,000.00	52,570.93	314,956.00	-85,044.00	21.26 %
11-400-42502	PARK IMPACT FEES	96,000.00	96,000.00	6,525.00	90,551.00	-5,449.00	5.68 %
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	2,513.00	24,318.00	-10,682.00	30.52 %
11-400-43300	INCOME - LOCKER RENTAL	300.00	300.00	40.00	130.00	-170.00	56.67 %
11-400-43500	Miscellaneous Income	0.00	0.00	13.68	289.38	289.38	0.00 %
11-400-43501	INCOME - ADJUSTMENTS	0.00	0.00	1.00	3.13	3.13	0.00 %
11-400-43600	INCOME - MERCHANDISE SALES	300.00	300.00	0.00	416.75	116.75	138.92 %
11-400-43700	INCOME - RETURNED PAYMENT FEES	3,000.00	3,000.00	375.00	2,275.00	-725.00	24.17 %
11-400-43800	FITNESS PROGRAMS	750.00	750.00	200.00	1,524.00	774.00	203.20 %
11-400-44001	INCOME - SOCCER REGISTRATION	52,500.00	52,500.00	30.00	29,133.00	-23,367.00	44.51 %
11-400-45002	INCOME - SPECIAL EVENTS REGISTRAT..	7,500.00	7,500.00	200.00	17,137.13	9,637.13	228.50 %
11-400-45100	INCOME - SURPLUS SALES	1,000.00	1,000.00	0.00	8,004.00	7,004.00	800.40 %
11-400-45200	INCOME - DONATIONS	1,500.00	1,500.00	0.00	120.00	-1,380.00	92.00 %
11-400-45500	INCOME - CHILD CARE	96,000.00	96,000.00	-685.10	108,246.66	12,246.66	112.76 %
11-400-45600	TOT DROP	100.00	100.00	21.00	117.00	17.00	117.00 %
11-400-45800	INCOME - VOLLEYBALL REGISTRATION	13,600.00	13,600.00	298.00	9,266.00	-4,334.00	31.87 %
11-400-45850	INCOME - YOUTH SPORT PROGRAMS...	6,640.00	6,640.00	0.00	9,850.00	3,210.00	148.34 %
11-400-46200	INCOME - VENDING-REBATES	2,500.00	2,500.00	0.00	2,269.27	-230.73	9.23 %
11-400-46500	INCOME - SPONSORSHIP	35,000.00	35,000.00	1,700.00	23,780.00	-11,220.00	32.06 %
Department: 400 - PARK OPERATIONS Total:		1,135,650.00	1,135,650.00	125,325.31	1,029,292.83	-106,357.17	9.37 %
Department: 500 - PLANNING & DEVELOPMENT							
11-500-40016	BUILDING PERMITS-RESIDENTIAL	250,000.00	250,000.00	21,634.89	187,966.44	-62,033.56	24.81 %
11-500-40017	BUILDING PERMITS-COMMERCIAL	50,000.00	50,000.00	7,148.00	41,615.25	-8,384.75	16.77 %
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 %
11-500-41503	INCOME - PLAN REVIEW FEES	10,000.00	10,000.00	750.00	7,076.64	-2,923.36	29.23 %
11-500-41540	INCOME - COMMERCIAL PLAN REVIE...	10,000.00	10,000.00	1,762.50	10,978.76	978.76	109.79 %
11-500-42003	INCOME - RENTAL INSPECTIONS	20,000.00	20,000.00	1,925.00	14,075.00	-5,925.00	29.63 %
11-500-43500	Miscellaneous Income	750.00	750.00	0.00	7.17	-742.83	99.04 %
11-500-45001	INCOME - REMODEL INSPECTION FEE	2,500.00	2,500.00	240.00	1,580.00	-920.00	36.80 %
11-500-45900	INCOME - P & Z APPLICATIONS	4,000.00	4,000.00	250.00	2,400.00	-1,600.00	40.00 %
11-500-46001	INCOME - FINAL PLATS	1,500.00	1,500.00	0.00	808.00	-692.00	46.13 %
Department: 500 - PLANNING & DEVELOPMENT Total:		363,950.00	363,950.00	33,710.39	266,507.26	-97,442.74	26.77 %
Department: 600 - STORM WATER							
11-600-40111	TRANSFERS IN - ARPA FUNDS	600,000.00	600,000.00	0.00	0.00	-600,000.00	100.00 %
11-600-40200	INCOME - INTEREST	500.00	500.00	163.51	493.57	-6.43	1.29 %
11-600-43002	INCOME - REVIEW REIMBURSEMENT	10,000.00	10,000.00	0.00	2,894.44	-7,105.56	71.06 %
Department: 600 - STORM WATER Total:		610,500.00	610,500.00	163.51	3,388.01	-607,111.99	99.45 %
Revenue Total:		12,683,607.00	12,736,107.00	1,230,201.97	8,258,190.33	-4,477,916.67	35.16 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

Expense		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 100 - ADMINISTRATION							
11-100-5101001	SPONSORSHIP	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
11-100-5105000	BUILDING MAINTENANCE - SUPPLIES	7,000.00	7,000.00	197.90	2,590.63	4,409.37	62.99 %
11-100-5105500	BUILDING MAINTENANCE SERVICES	10,000.00	10,000.00	1,605.29	7,197.94	2,802.06	28.02 %
11-100-5106000	BUILDING REPAIRS	30,000.00	30,000.00	4,149.34	9,120.24	20,879.76	69.60 %
11-100-5108004	CITY ADMINISTRATOR EXPENSES	10,000.00	10,000.00	163.97	3,851.46	6,148.54	61.49 %
11-100-5110102	COMPUTER SOFTWARE	1,500.00	1,500.00	0.00	1,375.00	125.00	8.33 %
11-100-5110503	COMPUTER SERVICES	11,390.00	11,390.00	-709.02	9,693.86	1,696.14	14.89 %
11-100-5111000	COMPUTER EQUIPMENT	10,000.00	10,000.00	0.00	5,105.59	4,894.41	48.94 %
11-100-5112300	COUNTY INMATE BOARDING	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
11-100-5117500	DUES, LICENSES & MEMBERSHIPS	5,500.00	5,500.00	85.00	4,084.45	1,415.55	25.74 %
11-100-5118501	ELECTION	15,000.00	15,000.00	0.00	4,951.16	10,048.84	66.99 %
11-100-5120000	EMPLOYMENT COSTS	2,000.00	2,000.00	0.00	73.64	1,926.36	96.32 %
11-100-5124500	FACILITIES SUPPLIES	2,000.00	2,000.00	262.75	2,162.22	-162.22	-8.11 %
11-100-5127500	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 %
11-100-5130000	Gasoline & Diesel	0.00	0.00	0.00	145.20	-145.20	0.00 %
11-100-5131000	GROUNDS MAINTENANCE	1,500.00	1,500.00	0.00	131.31	1,368.69	91.25 %
11-100-5132500	INSURANCE AND BONDS	20,800.00	20,800.00	177.40	20,929.49	-129.49	-0.62 %
11-100-5132555	INSURANCE BROKER FEE	1,420.00	1,420.00	0.00	1,417.00	3.00	0.21 %
11-100-5132560	JANITORIAL SUPPLIES	2,500.00	2,500.00	26.35	404.24	2,095.76	83.83 %
11-100-5135500	MAINTENANCE/SERVICE CONTRACTS	11,120.00	11,120.00	0.00	2,385.29	8,734.71	78.55 %
11-100-5136000	MAYOR & COUNCIL	10,000.00	27,255.36	280.40	9,651.40	17,603.96	64.59 %
11-100-5137500	MEETINGS AND TRAINING	4,500.00	4,500.00	190.32	3,526.24	973.76	21.64 %
11-100-5138000	MERCHANT CARD FEES	4,500.00	4,500.00	323.29	2,896.65	1,603.35	35.63 %
11-100-5142000	MILEAGE	2,500.00	2,500.00	34.81	357.68	2,142.32	85.69 %
11-100-5142400	MISCELLANEOUS SERVICES	4,000.00	4,000.00	67.50	789.75	3,210.25	80.26 %
11-100-5142502	MISCELLANEOUS SUPPLIES	1,000.00	1,000.00	45.00	466.74	533.26	53.33 %
11-100-5143500	MOSQUITO	8,500.00	8,500.00	0.00	8,228.00	272.00	3.20 %
11-100-5144001	MUNICIPAL COURT CLERK FEE	23,833.00	23,833.00	0.00	23,883.20	-50.20	-0.21 %
11-100-5145000	NATURAL GAS	3,500.00	3,500.00	86.25	3,553.49	-53.49	-1.53 %
11-100-5147000	NEWSLETTER	800.00	800.00	0.00	0.00	800.00	100.00 %
11-100-5147500	NEWSPAPER PUBLICATIONS	1,500.00	1,500.00	167.40	-24.06	1,524.06	101.60 %
11-100-5149900	OFFICE FORMS & PRINTING	0.00	0.00	0.00	656.89	-656.89	0.00 %
11-100-5150000	Office Supplies	2,000.00	2,000.00	6.28	790.35	1,209.65	60.48 %
11-100-5150100	OFFICE EQUIPMENT-REPAIRS	200.00	200.00	0.00	0.00	200.00	100.00 %
11-100-5152030	PANDEMIC PREVENTION	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
11-100-5157500	POSTAGE AND FREIGHT	2,500.00	2,500.00	528.40	1,209.35	1,290.65	51.63 %
11-100-5160000	PROFESSIONAL FEES	33,125.00	33,125.00	21,500.00	30,063.28	3,061.72	9.24 %
11-100-5160002	PROFESSIONAL FEES-ATTORNEY	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
11-100-5160150	PROMOTIONAL ITEMS	1,500.00	1,500.00	0.00	47.77	1,452.23	96.82 %
11-100-5167000	Safety Program	0.00	0.00	0.00	322.54	-322.54	0.00 %
11-100-5170000	TAX-REASSESSMENT FEES	8,500.00	8,500.00	22.09	8,392.01	107.99	1.27 %
11-100-5170100	TAX-COLLECTOR FEES	26,500.00	26,500.00	66.27	25,176.03	1,323.97	5.00 %
11-100-5172000	SPECIAL EVENTS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
11-100-5172010	COMMUNITY EVENTS	0.00	0.00	60.63	349.36	-349.36	0.00 %
11-100-5174002	TRASH SERVICE	1,221,870.00	1,221,870.00	57,733.73	809,014.50	412,855.50	33.79 %
11-100-5177500	TELECOMMUNICATIONS	4,000.00	4,000.00	29.15	430.98	3,569.02	89.23 %
11-100-5181000	TRACKABLE ASSETS < \$5,000	3,500.00	21,479.11	0.00	6,793.81	14,685.30	68.37 %
11-100-5250000	SALARIES	1,019,188.00	1,019,188.00	73,403.07	634,145.08	385,042.92	37.78 %
11-100-5250005	SALARIES-MAYOR & COUNCIL	9,360.00	9,360.00	300.00	8,160.00	1,200.00	12.82 %
11-100-5250500	PAYROLL TAXES	79,972.00	79,972.00	5,369.29	47,917.35	32,054.65	40.08 %
11-100-5251000	GROUP INSURANCE	159,308.00	159,308.00	12,421.45	96,208.88	63,099.12	39.61 %
11-100-5251500	LAGERS	152,637.00	152,637.00	10,967.29	91,564.97	61,072.03	40.01 %
11-100-5252500	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 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
11-100-5255000	WORK COMP PREMIUM	20,288.00	20,288.00	302.17	21,368.68	-1,080.68	-5.33 %
11-100-5351003	LEASE PAYMENT-PRINCIPAL-CH & PD ...	245,000.00	245,000.00	0.00	245,000.00	0.00	0.00 %
11-100-5351503	LEASE PAYMENT-INTEREST-CH & PD ...	39,300.00	39,300.00	0.00	19,650.00	19,650.00	50.00 %
11-100-5352000	AGENT FEES	3,500.00	3,500.00	0.00	2,968.00	532.00	15.20 %
11-100-5450011	CAPITAL - INTANGIBLE ASSETS	980,000.00	980,000.00	53,070.77	201,325.77	778,674.23	79.46 %
11-100-5451000	CAPITAL-IMPROVEMENTS	162,388.00	162,388.00	0.00	0.00	162,388.00	100.00 %
11-100-5451004	CAPITAL-IMPROVEMENTS-BUILDING	20,000.00	20,000.00	0.00	6,496.67	13,503.33	67.52 %
11-100-5452000	CAPITAL-EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
11-100-5490001	TRANSFERS OUT-CENTRAL GARAGE	91.00	91.00	0.00	37.00	54.00	59.34 %
11-100-5490002	TRANSFERS OUT-UTILITY BILLING	33,243.00	33,243.00	0.00	14,379.00	18,864.00	56.75 %
Department: 100 - ADMINISTRATION Total:		4,469,783.00	4,545,017.47	242,934.54	2,441,416.08	2,103,601.39	46.28 %
Department: 120 - COMMUNICATIONS							
11-120-5101000	ADVERTISING	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
11-120-5110503	COMPUTER SERVICES	6,740.00	6,740.00	2,212.25	13,501.23	-6,761.23	-100.31 %
11-120-5111000	COMPUTER EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
11-120-5117500	DUES, LICENSES & MEMBERSHIPS	1,400.00	1,400.00	0.00	948.00	452.00	32.29 %
11-120-5120000	Employment Costs	0.00	0.00	0.00	98.89	-98.89	0.00 %
11-120-5130000	Gasoline & Diesel	0.00	0.00	0.00	40.20	-40.20	0.00 %
11-120-5135500	MAINTENANCE/SERVICE CONTRACTS	1,520.00	1,520.00	42.71	570.97	949.03	62.44 %
11-120-5137500	MEETINGS AND TRAINING	4,000.00	4,000.00	35.32	2,252.28	1,747.72	43.69 %
11-120-5142000	MILEAGE	200.00	200.00	0.00	261.01	-61.01	-30.51 %
11-120-5142400	MISCELLANEOUS SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
11-120-5142500	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-120-5147500	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	0.00	257.50	6,742.50	96.32 %
11-120-5150000	OFFICE SUPPLIES	2,800.00	2,800.00	18.27	548.56	2,251.44	80.41 %
11-120-5157500	Postage and Freight	0.00	0.00	6.34	91.87	-91.87	0.00 %
11-120-5160000	PROFESSIONAL FEES	1,043.00	1,043.00	0.00	24.83	1,018.17	97.62 %
11-120-5160150	PROMOTIONAL ITEMS	5,000.00	5,000.00	199.80	936.04	4,063.96	81.28 %
11-120-5177500	Telecommunications	0.00	0.00	90.86	1,109.15	-1,109.15	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	7,886.73	65,806.50	34,681.50	34.51 %
11-120-5250500	PAYROLL TAXES	8,090.00	8,090.00	546.94	4,694.73	3,395.27	41.97 %
11-120-5251000	GROUP INSURANCE	23,458.00	23,458.00	1,480.92	11,973.70	11,484.30	48.96 %
11-120-5251500	LAGERS	15,274.00	15,274.00	1,180.55	9,984.41	5,289.59	34.63 %
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	13,700.69	117,245.92	73,002.08	38.37 %
Department: 130 - FINANCE							
11-130-5102550	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	-983.97	9,376.38	-1,256.38	-15.47 %
11-130-5111000	Computer Equipment	0.00	0.00	0.00	1,555.80	-1,555.80	0.00 %
11-130-5117500	DUES, LICENSES & MEMBERSHIPS	565.00	565.00	195.00	500.00	65.00	11.50 %
11-130-5120000	EMPLOYMENT COSTS	200.00	200.00	0.00	520.04	-320.04	-160.02 %
11-130-5127500	FIRST AID CLAIMS	100.00	100.00	0.00	0.00	100.00	100.00 %
11-130-5135500	MAINTENANCE/SERVICE CONTRACTS	1,400.00	1,400.00	118.04	1,387.75	12.25	0.88 %
11-130-5137500	MEETINGS AND TRAINING	6,500.00	6,500.00	1,874.38	8,070.24	-1,570.24	-24.16 %
11-130-5142000	MILEAGE	250.00	250.00	67.83	783.20	-533.20	-213.28 %
11-130-5142500	MISCELLANEOUS	250.00	250.00	188.38	563.45	-313.45	-125.38 %
11-130-5147500	NEWSPAPER PUBLICATIONS	1,000.00	1,000.00	446.40	863.04	136.96	13.70 %
11-130-5149900	Office Forms & Printing	0.00	0.00	43.97	109.97	-109.97	0.00 %
11-130-5150000	Office Supplies	2,000.00	2,000.00	157.18	1,476.88	523.12	26.16 %
11-130-5157500	POSTAGE AND FREIGHT	250.00	250.00	5.77	86.83	163.17	65.27 %
11-130-5160000	PROFESSIONAL FEES	6,645.00	6,645.00	1,900.00	1,986.80	4,658.20	70.10 %
11-130-5177500	TELECOMMUNICATIONS	0.00	0.00	45.43	735.16	-735.16	0.00 %
11-130-5250000	SALARIES	333,704.00	333,704.00	24,076.47	246,115.79	87,588.21	26.25 %
11-130-5250500	PAYROLL TAXES	26,092.00	26,092.00	1,746.11	17,740.92	8,351.08	32.01 %
11-130-5251000	GROUP INSURANCE	64,740.00	64,740.00	6,031.18	34,282.33	30,457.67	47.05 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
11-130-5251500	LAGERS	50,723.00	50,723.00	3,237.64	33,564.49	17,158.51	33.83 %
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 %
11-130-5255000	WORK COMP PREMIUM	447.00	447.00	0.00	0.00	447.00	100.00 %
Department: 130 - FINANCE Total:		511,786.00	511,786.00	39,149.81	365,119.07	146,666.93	28.66 %
Department: 160 - LEGAL							
11-160-5110503	COMPUTER SERVICES	7,480.00	7,800.00	653.96	11,397.77	-3,597.77	-46.13 %
11-160-5117500	DUES, LICENSES & MEMBERSHIPS	800.00	800.00	450.00	890.00	-90.00	-11.25 %
11-160-5120000	EMPLOYMENT COSTS	0.00	0.00	0.00	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	11.32	949.95	550.05	36.67 %
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 %
11-160-5150000	Office Supplies	500.00	500.00	6.28	428.61	71.39	14.28 %
11-160-5157500	POSTAGE AND FREIGHT	0.00	0.00	5.77	102.77	-102.77	0.00 %
11-160-5160000	PROFESSIONAL FEES	518.00	518.00	0.00	12.32	505.68	97.62 %
11-160-5177500	Telecommunications	0.00	0.00	0.00	372.17	-372.17	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	10,051.24	62,906.80	64,754.20	50.72 %
11-160-5250500	PAYROLL TAXES	7,168.00	10,128.00	776.72	4,822.29	5,305.71	52.39 %
11-160-5251000	GROUP INSURANCE	8,318.00	16,265.00	636.56	5,200.92	11,064.08	68.02 %
11-160-5251500	LAGERS	13,522.00	19,404.00	1,040.24	8,842.05	10,561.95	54.43 %
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	13,632.09	96,862.26	90,441.74	48.29 %
Department: 175 - ECONOMIC DEVELOPMENT							
11-175-5109500	COMMUNITY BETTERMENT	25,500.00	25,500.00	1,107.24	19,107.24	6,392.76	25.07 %
11-175-5118000	ECONOMIC DEVELOPMENT	16,625.00	29,625.00	0.00	10,993.75	18,631.25	62.89 %
11-175-5129000	GRANT DISBURSEMENTS	15,000.00	15,000.00	0.00	7,500.00	7,500.00	50.00 %
11-175-5149900	OFFICE FORMS AND PRINTING	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
Department: 175 - ECONOMIC DEVELOPMENT Total:		61,125.00	74,125.00	1,107.24	37,600.99	36,524.01	49.27 %
Department: 190 - HUMAN RESOURCES							
11-190-5110503	COMPUTER SERVICES	3,410.00	3,410.00	379.01	14,338.55	-10,928.55	-320.49 %
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	0.00	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 %
11-190-5130000	Gasoline & Diesel	0.00	0.00	49.00	49.00	-49.00	0.00 %
11-190-5135500	MAINTENANCE/SERVICE CONTRACTS	600.00	600.00	28.41	333.96	266.04	44.34 %
11-190-5137500	MEETINGS AND TRAINING	2,500.00	2,500.00	11.32	210.32	2,289.68	91.59 %
11-190-5142000	MILEAGE	200.00	200.00	0.00	0.00	200.00	100.00 %
11-190-5142500	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	100.00 %
11-190-5149900	Office Forms & Printing	0.00	0.00	0.00	246.77	-246.77	0.00 %
11-190-5150000	Office Supplies	2,000.00	2,000.00	6.28	647.22	1,352.78	67.64 %
11-190-5157500	POSTAGE AND FREIGHT	200.00	200.00	16.98	255.60	-55.60	-27.80 %
11-190-5160000	PROFESSIONAL FEES	1,043.00	1,043.00	0.00	524.83	518.17	49.68 %
11-190-5177500	Telecommunications	0.00	0.00	0.00	383.17	-383.17	0.00 %
11-190-5250000	SALARIES	109,133.00	109,133.00	9,470.07	67,639.70	41,493.30	38.02 %
11-190-5250500	PAYROLL TAXES	8,751.00	8,751.00	675.52	5,035.96	3,715.04	42.45 %
11-190-5251000	GROUP INSURANCE	18,957.00	18,957.00	1,901.20	10,340.69	8,616.31	45.45 %
11-190-5251500	LAGERS	16,588.00	16,588.00	1,024.72	8,358.84	8,229.16	49.61 %
11-190-5253500	WELLNESS PROGRAM	300.00	300.00	0.00	0.00	300.00	100.00 %
11-190-5254000	UNIFORMS	300.00	300.00	0.00	0.00	300.00	100.00 %
11-190-5255000	WORK COMP PREMIUM	146.00	146.00	0.00	0.00	146.00	100.00 %
Department: 190 - HUMAN RESOURCES Total:		167,478.00	167,478.00	13,562.51	109,342.39	58,135.61	34.71 %
Department: 200 - POLICE							
11-200-5102000	AMMUNITION	24,000.00	24,000.00	0.00	18,483.24	5,516.76	22.99 %
11-200-5105000	BUILDING MAINTENANCE - SUPPLIES	1,500.00	1,500.00	1,191.45	2,885.94	-1,385.94	-92.40 %
11-200-5105500	BUILDING MAINTENANCE SERVICES	11,000.00	11,000.00	1,069.68	5,296.42	5,703.58	51.85 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
11-200-5106000	BUILDING REPAIRS	20,000.00	20,000.00	165.00	2,507.55	17,492.45	87.46 %
11-200-5106500	CANINE PROGRAM	3,500.00	3,500.00	112.08	1,080.12	2,419.88	69.14 %
11-200-5107002	CITIZEN'S POLICE ACADEMY	4,000.00	4,000.00	1,536.73	1,854.93	2,145.07	53.63 %
11-200-5107501	CRIME PREVENTION	500.00	500.00	0.00	55.88	444.12	88.82 %
11-200-5110000	COMPUTER SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
11-200-5110503	COMPUTER SERVICES	58,590.00	58,590.00	-11,044.81	34,088.95	24,501.05	41.82 %
11-200-5111000	COMPUTER EQUIPMENT	14,300.00	14,300.00	0.00	13,569.16	730.84	5.11 %
11-200-5112501	DARE	7,500.00	7,500.00	0.00	3,605.34	3,894.66	51.93 %
11-200-5115000	DOG IMPOUNDING	4,500.00	4,500.00	76.56	783.79	3,716.21	82.58 %
11-200-5117500	DUES, LICENSES & MEMBERSHIPS	4,500.00	4,500.00	25.00	3,450.53	1,049.47	23.32 %
11-200-5120000	EMPLOYMENT COSTS	3,000.00	3,000.00	130.00	506.14	2,493.86	83.13 %
11-200-5123000	EQUIPMENT REPAIRS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
11-200-5124000	EVIDENCE	2,500.00	2,500.00	158.58	622.27	1,877.73	75.11 %
11-200-5124500	FACILITIES SUPPLIES	1,000.00	1,000.00	31.86	1,161.31	-161.31	-16.13 %
11-200-5127000	FIRING RANGE	500.00	500.00	15.99	221.84	278.16	55.63 %
11-200-5127500	FIRST AID CLAIMS	5,000.00	5,000.00	0.00	4,625.41	374.59	7.49 %
11-200-5130000	GASOLINE & DIESEL	70,000.00	70,000.00	11,348.80	83,850.74	-13,850.74	-19.79 %
11-200-5130052	GRANT-BULLET PROOF VESTS	11,000.00	11,000.00	0.00	9,090.90	1,909.10	17.36 %
11-200-5130053	GRANT-CHILD CRIME	0.00	0.00	-675.00	46,036.52	-46,036.52	0.00 %
11-200-5131000	GROUPS 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	177.40	72,785.86	-9,385.86	-14.80 %
11-200-5132555	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	42.80	340.04	1,159.96	77.33 %
11-200-5135500	MAINTENANCE/SERVICE CONTRACTS	47,750.00	47,750.00	1,526.64	29,036.10	18,713.90	39.19 %
11-200-5137500	MEETINGS AND TRAINING	57,000.00	57,000.00	4,569.88	35,978.89	21,021.11	36.88 %
11-200-5142500	MISCELLANEOUS	1,000.00	1,000.00	0.00	99.60	900.40	90.04 %
11-200-5144000	MULES	600.00	600.00	0.00	270.00	330.00	55.00 %
11-200-5145000	NATURAL GAS	550.00	550.00	46.22	365.44	184.56	33.56 %
11-200-5147502	NETT TEAM	5,000.00	5,000.00	0.00	4,217.98	782.02	15.64 %
11-200-5149900	OFFICE FORMS & PRINTING	1,000.00	1,000.00	0.00	74.72	925.28	92.53 %
11-200-5150000	OFFICE SUPPLIES	4,000.00	4,000.00	156.59	1,416.74	2,583.26	64.58 %
11-200-5150100	OFFICE EQUIPMENT-REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
11-200-5152030	PANDEMIC PREVENTION	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-200-5157500	POSTAGE AND FREIGHT	1,500.00	1,500.00	59.76	834.67	665.33	44.36 %
11-200-5160000	PROFESSIONAL FEES	31,438.00	41,438.00	17,800.00	25,358.14	16,079.86	38.80 %
11-200-5160150	PROMOTIONAL ITEMS	3,000.00	3,000.00	429.99	2,868.17	131.83	4.39 %
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	77.97	1,026.36	-526.36	-105.27 %
11-200-5169002	SUBSCRIPTIONS	50.00	50.00	0.00	0.00	50.00	100.00 %
11-200-5172000	Special Events	0.00	0.00	95.96	95.96	-95.96	0.00 %
11-200-5175000	SUPPLIES	4,000.00	4,000.00	292.27	4,152.99	-152.99	-3.82 %
11-200-5177500	TELECOMMUNICATIONS	19,000.00	19,000.00	1,258.34	11,906.42	7,093.58	37.33 %
11-200-5181000	TRACKABLE ASSETS < \$5,000	36,400.00	36,400.00	3,567.50	25,515.57	10,884.43	29.90 %
11-200-5184900	VEHICLE LEASE	212,094.00	312,423.00	7,016.70	7,016.70	305,406.30	97.75 %
11-200-5185000	VEHICLE MAINTENANCE	15,000.00	15,000.00	2,605.38	10,931.34	4,068.66	27.12 %
11-200-5185500	VEHICLE REPAIRS	15,000.00	15,000.00	668.61	14,937.40	62.60	0.42 %
11-200-5250000	SALARIES	2,609,462.00	2,609,462.00	199,315.04	1,705,576.38	903,885.62	34.64 %
11-200-5250500	PAYROLL TAXES	201,576.00	201,576.00	14,417.27	126,576.25	74,999.75	37.21 %
11-200-5251000	GROUP INSURANCE	483,301.00	483,301.00	37,491.29	307,908.72	175,392.28	36.29 %
11-200-5251500	LAGERS	368,144.00	368,144.00	27,757.31	238,283.33	129,860.67	35.27 %
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	594.04	11,400.32	23,599.68	67.43 %
11-200-5255000	WORK COMP PREMIUM	83,607.00	83,607.00	1,600.85	62,663.17	20,943.83	25.05 %
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	68,713.00	225,301.90	454,698.10	66.87 %
11-200-5490001	Transfers Out - Central Garage	11,126.00	11,126.00	0.00	5,459.00	5,667.00	50.93 %
Department: 200 - POLICE Total:		5,310,723.00	5,421,052.00	394,422.73	3,171,131.96	2,249,920.04	41.50 %

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For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 400 - PARK OPERATIONS							
11-400-5101000	ADVERTISING	12,000.00	12,000.00	600.00	2,124.32	9,875.68	82.30 %
11-400-5101001	SPONSORSHIP	4,000.00	4,000.00	33.00	1,433.05	2,566.95	64.17 %
11-400-5102400	AQUATICS-REPAIR AND MAINTENAN...	15,000.00	15,000.00	346.62	16,011.80	-1,011.80	-6.75 %
11-400-5102700	AQUATICS-ADMINISTRATION	5,000.00	5,000.00	0.00	4,129.57	870.43	17.41 %
11-400-5102701	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	0.00	2,713.29	-328.29	-13.76 %
11-400-5104101	YOUTH BASEBALL-SOFTBALL	22,000.00	22,000.00	2,171.45	22,793.49	-793.49	-3.61 %
11-400-5104201	YOUTH BASKETBALL	20,000.00	20,000.00	0.00	4,323.71	15,676.29	78.38 %
11-400-5104730	FITNESS CLASSES	500.00	500.00	0.00	118.99	381.01	76.20 %
11-400-5105000	BUILDING MAINTENANCE - SUPPLIES	12,000.00	12,000.00	629.22	6,257.80	5,742.20	47.85 %
11-400-5105500	BUILDING MAINTENANCE SERVICES	11,500.00	11,500.00	0.00	4,493.11	7,006.89	60.93 %
11-400-5106000	BUILDING REPAIRS	15,000.00	15,000.00	0.00	1,548.45	13,451.55	89.68 %
11-400-5107000	CHEMICALS	12,000.00	12,000.00	2,924.91	18,195.47	-6,195.47	-51.63 %
11-400-5108100	ENRICHMENT CLASSES	800.00	800.00	0.00	335.16	464.84	58.11 %
11-400-5108118	FITNESS PROGRAMS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-400-5109000	MARTIAL ARTS	4,900.00	4,900.00	336.00	2,977.56	1,922.44	39.23 %
11-400-5110102	COMPUTER SOFTWARE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-400-5110503	COMPUTER SERVICES	34,560.00	34,560.00	-1,131.58	28,165.03	6,394.97	18.50 %
11-400-5111000	COMPUTER EQUIPMENT	10,500.00	10,500.00	0.00	5,253.35	5,246.65	49.97 %
11-400-5112000	CONCESSION SUPPLIES-CENTER	32,000.00	32,000.00	5,122.48	32,155.96	-155.96	-0.49 %
11-400-5117000	DOG PARK	2,000.00	2,000.00	253.58	1,433.63	566.37	28.32 %
11-400-5117500	DUES, LICENSES & MEMBERSHIPS	1,800.00	1,800.00	0.00	1,640.00	160.00	8.89 %
11-400-5120000	EMPLOYMENT COSTS	7,500.00	7,500.00	341.40	7,863.64	-363.64	-4.85 %
11-400-5123000	EQUIPMENT REPAIRS	6,000.00	6,000.00	251.69	532.40	5,467.60	91.13 %
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	18.18	4,361.36	-2,361.36	-118.07 %
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	132.54	1,971.53	3,028.47	60.57 %
11-400-5130000	GASOLINE & DIESEL	3,200.00	3,200.00	507.68	3,086.66	113.34	3.54 %
11-400-5131001	GROUND MAINTENANCE SERVICES	28,000.00	28,000.00	1,500.00	4,154.00	23,846.00	85.16 %
11-400-5131500	GROUND MAINTENANCE SUPPLIES	11,500.00	11,500.00	1,080.05	7,749.18	3,750.82	32.62 %
11-400-5131700	GROUND REPAIRS	8,000.00	8,000.00	1,265.00	6,276.46	1,723.54	21.54 %
11-400-5132500	INSURANCE AND BONDS	28,800.00	28,800.00	177.40	30,180.26	-1,380.26	-4.79 %
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	2,727.30	5,272.70	65.91 %
11-400-5135500	MAINTENANCE/SERVICE CONTRACTS	11,750.00	11,750.00	55.00	4,996.69	6,753.31	57.47 %
11-400-5137500	MEETINGS AND TRAINING	6,500.00	6,500.00	2,103.76	4,874.54	1,625.46	25.01 %
11-400-5138000	MERCHANT CARD FEES	22,000.00	22,000.00	2,477.56	20,543.32	1,456.68	6.62 %
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	259.31	3,838.30	1,161.70	23.23 %
11-400-5150100	OFFICE EQUIPMENT REPAIRS	750.00	750.00	0.00	0.00	750.00	100.00 %
11-400-5157500	POSTAGE AND FREIGHT	3,400.00	3,400.00	34.80	624.35	2,775.65	81.64 %
11-400-5160000	PROFESSIONAL FEES	5,205.00	45,205.00	9,550.00	9,673.95	35,531.05	78.60 %
11-400-5160150	PROMOTIONAL ITEMS	0.00	0.00	0.00	150.00	-150.00	0.00 %
11-400-5167000	SAFETY PROGRAM	500.00	500.00	0.00	537.56	-37.56	-7.51 %
11-400-5169002	SUBSCRIPTIONS	6,000.00	6,000.00	125.64	719.06	5,280.94	88.02 %
11-400-5169501	SOCCER	18,500.00	18,500.00	0.00	9,198.95	9,301.05	50.28 %
11-400-5172000	SPECIAL EVENTS	2,000.00	2,000.00	0.00	1,852.19	147.81	7.39 %
11-400-5172010	COMMUNITY EVENTS	9,000.00	9,000.00	808.87	5,043.23	3,956.77	43.96 %
11-400-5173000	CHILD CARE EXPENSE	1,000.00	1,000.00	619.08	10,972.23	-9,972.23	-997.22 %
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	183.76	5,965.61	-4,965.61	-496.56 %
11-400-5181000	TRACKABLE ASSETS < \$5,000	7,500.00	7,500.00	0.00	3,469.07	4,030.93	53.75 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
11-400-5182000	TOT DROP SUPPLIES	500.00	500.00	57.98	140.34	359.66	71.93 %
11-400-5185000	VEHICLE MAINTENANCE	1,500.00	1,500.00	0.00	649.23	850.77	56.72 %
11-400-5185500	VEHICLE REPAIRS	1,500.00	1,500.00	0.00	102.20	1,397.80	93.19 %
11-400-5186500	VOLLEYBALL	4,600.00	4,600.00	0.00	2,959.50	1,640.50	35.66 %
11-400-5187000	YOUTH SPORT PROGRAMS-MISC	10,000.00	10,000.00	2,385.00	9,234.42	765.58	7.66 %
11-400-5250000	SALARIES REGULAR	909,651.00	909,651.00	84,609.43	561,560.18	348,090.82	38.27 %
11-400-5250500	PAYROLL TAXES REGULAR	70,031.00	70,031.00	6,676.23	44,513.76	25,517.24	36.44 %
11-400-5251000	GROUP INSURANCE REGULAR	103,548.00	103,548.00	4,943.61	51,613.48	51,934.52	50.16 %
11-400-5251500	LAGERS REGULAR	70,034.00	70,034.00	4,373.93	39,915.48	30,118.52	43.01 %
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	350.37	14,034.72	7,060.28	33.47 %
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 %
11-400-5451000	CAPITAL-IMPROVEMENTS	1,410,000.00	1,410,000.00	0.00	122,043.78	1,287,956.22	91.34 %
11-400-5451500	CAPITAL-VEHICLES	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
11-400-5452000	CAPITAL-EQUIPMENT	0.00	7,500.00	0.00	7,475.94	24.06	0.32 %
11-400-5490001	TRANSFERS OUT-CENTRAL GARAGE	541.00	541.00	0.00	221.00	320.00	59.15 %
Department: 400 - PARK OPERATIONS Total:		3,096,775.00	3,144,275.00	136,173.95	1,165,452.84	1,978,822.16	62.93 %
Department: 500 - PLANNING & DEVELOPMENT							
11-500-5110102	COMPUTER SOFTWARE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-500-5110503	COMPUTER SERVICES	21,910.00	21,910.00	-1,258.92	16,343.50	5,566.50	25.41 %
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	0.00	363.25	836.75	69.73 %
11-500-5120000	EMPLOYMENT COSTS	500.00	500.00	341.30	1,557.94	-1,057.94	-211.59 %
11-500-5123000	EQUIPMENT REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
11-500-5124500	FACILITIES SUPPLIES	250.00	250.00	18.18	267.03	-17.03	-6.81 %
11-500-5127500	FIRST AID CLAIMS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-500-5130000	GASOLINE & DIESEL	4,500.00	4,500.00	576.72	3,886.67	613.33	13.63 %
11-500-5132500	INSURANCE AND BONDS	13,750.00	13,750.00	177.40	12,714.38	1,035.62	7.53 %
11-500-5132555	INSURANCE BROKER FEE	1,000.00	1,000.00	0.00	856.00	144.00	14.40 %
11-500-5135001	MAPPING	0.00	0.00	10,461.40	10,461.40	-10,461.40	0.00 %
11-500-5135500	MAINTENANCE/SERVICE CONTRACTS	3,285.00	3,285.00	137.40	1,660.15	1,624.85	49.46 %
11-500-5137500	MEETINGS AND TRAINING	10,000.00	10,000.00	755.32	1,702.72	8,297.28	82.97 %
11-500-5142000	MILEAGE	100.00	100.00	0.00	0.00	100.00	100.00 %
11-500-5142500	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 %
11-500-5148000	LEGAL ADS REIMBURSABLE	500.00	500.00	90.90	553.50	-53.50	-10.70 %
11-500-5149900	OFFICE FORMS & PRINTING	250.00	250.00	0.00	0.00	250.00	100.00 %
11-500-5150000	OFFICE SUPPLIES	3,600.00	3,600.00	35.61	789.85	2,810.15	78.06 %
11-500-5150100	OFFICE EQUIPMENT REPAIRS	1,500.00	1,500.00	0.00	211.00	1,289.00	85.93 %
11-500-5157500	POSTAGE AND FREIGHT	1,000.00	1,000.00	44.37	1,592.16	-592.16	-59.22 %
11-500-5160000	PROFESSIONAL FEES	24,170.00	24,170.00	659.27	4,234.76	19,935.24	82.48 %
11-500-5160150	PROMOTIONAL ITEMS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
11-500-5160500	PROF FEE - COMMERCIAL PLAN REVI...	10,000.00	10,000.00	480.00	9,612.50	387.50	3.88 %
11-500-5175000	SUPPLIES	1,000.00	1,000.00	0.00	170.46	829.54	82.95 %
11-500-5177500	TELECOMMUNICATIONS	8,000.00	8,000.00	250.88	2,911.75	5,088.25	63.60 %
11-500-5181000	TRACKABLE ASSETS < \$5,000	500.00	500.00	0.00	0.00	500.00	100.00 %
11-500-5185000	VEHICLE MAINTENANCE	750.00	750.00	0.00	80.08	669.92	89.32 %
11-500-5185500	VEHICLE REPAIRS	750.00	750.00	0.00	0.00	750.00	100.00 %
11-500-5250000	SALARIES	422,042.00	422,042.00	27,084.96	257,373.91	164,668.09	39.02 %
11-500-5250500	PAYROLL TAXES	32,608.00	32,608.00	1,979.94	19,312.86	13,295.14	40.77 %
11-500-5251000	GROUP INSURANCE	81,436.00	81,436.00	5,724.40	48,807.22	32,628.78	40.07 %
11-500-5251500	LAGERS	64,150.00	64,150.00	4,116.92	38,520.38	25,629.62	39.95 %
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	233.72	9,587.66	-775.66	-8.80 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
11-500-5490001	TRANSFERS OUT-CENTRAL GARAGE	2,332.00	2,332.00	0.00	954.00	1,378.00	59.09 %
Department: 500 - PLANNING & DEVELOPMENT Total:		731,995.00	731,995.00	51,909.77	444,895.33	287,099.67	39.22 %
Department: 600 - STORM WATER							
11-600-5110503	COMPUTER SERVICES	0.00	0.00	924.99	8,356.98	-8,356.98	0.00 %
11-600-5116500	DRAINAGE PROJECTS	8,000.00	8,000.00	0.00	156.38	7,843.62	98.05 %
11-600-5117500	DUES, LICENSES & MEMBERSHIPS	500.00	500.00	0.00	255.00	245.00	49.00 %
11-600-5120000	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 %
11-600-5123000	EQUIPMENT REPAIRS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-600-5130000	GASOLINE & DIESEL	2,000.00	2,000.00	284.52	1,947.52	52.48	2.62 %
11-600-5130050	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 %
11-600-5137500	MEETINGS AND TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
11-600-5142500	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-600-5150000	OFFICE SUPPLIES	200.00	200.00	6.28	128.57	71.43	35.72 %
11-600-5157500	Postage and Freight	0.00	0.00	5.20	89.64	-89.64	0.00 %
11-600-5160000	PROFESSIONAL FEES	2,500.00	2,500.00	0.00	2,827.28	-327.28	-13.09 %
11-600-5165003	PUBLIC EDUCATION	10,500.00	10,500.00	0.00	10,000.00	500.00	4.76 %
11-600-5175000	SUPPLIES	8,000.00	8,000.00	0.00	219.14	7,780.86	97.26 %
11-600-5175500	STORMWATER REIMBURSEABLE FEES	11,000.00	11,000.00	0.00	3,442.26	7,557.74	68.71 %
11-600-5176001	STORMWATER SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
11-600-5177500	Telecommunications	0.00	0.00	0.00	165.00	-165.00	0.00 %
11-600-5181000	TRACKABLE ASSETS < \$5,000	1,000.00	1,000.00	4,998.00	4,998.00	-3,998.00	-399.80 %
11-600-5185000	VEHICLE MAINTENANCE	500.00	500.00	0.00	0.00	500.00	100.00 %
11-600-5185500	VEHICLE REPAIRS	500.00	500.00	0.00	0.00	500.00	100.00 %
11-600-5452500	CAPITAL-INFRASTRUCTURE	944,358.00	944,358.00	0.00	459,781.40	484,576.60	51.31 %
Department: 600 - STORM WATER Total:		1,000,058.00	1,000,058.00	6,218.99	499,311.47	500,746.53	50.07 %
Expense Total:		15,669,914.00	15,973,338.47	912,812.32	8,448,378.31	7,524,960.16	47.11 %
Fund: 11 - GENERAL Surplus (Deficit):		-2,986,307.00	-3,237,231.47	317,389.65	-190,187.98	3,047,043.49	94.12 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 13 - STREET							
Revenue							
Department: 300 - STREET							
13-300-40112	TRANSFERS IN-CENTRAL GARAGE	46,471.00	46,471.00	0.00	19,913.00	-26,558.00	57.15 %
13-300-40200	INCOME - INTEREST	18,500.00	18,500.00	6,565.13	19,995.09	1,495.09	108.08 %
13-300-40700	INCOME - GRANTS	3,901,300.00	3,901,300.00	0.00	225,687.68	-3,675,612.32	94.22 %
13-300-41300	INCOME - PROJECT REIMBURSEMENT	0.00	0.00	0.00	195,170.01	195,170.01	0.00 %
13-300-41508	INCOME - RESTITUTION	0.00	0.00	2,190.00	4,665.00	4,665.00	0.00 %
13-300-42004	INCOME - MO MOTOR FUEL TAX	499,000.00	499,000.00	49,922.48	380,711.37	-118,288.63	23.71 %
13-300-42505	INCOME - MO MOTOR VEHICLE FEE	98,000.00	98,000.00	6,333.38	60,411.39	-37,588.61	38.36 %
13-300-43004	INCOME - MO MOTOR VEHICLE SALES...	215,000.00	215,000.00	17,282.04	123,600.22	-91,399.78	42.51 %
13-300-43500	Miscellaneous Income	2,000.00	2,000.00	130.01	4,182.63	2,182.63	209.13 %
13-300-44000	INCOME - TAXES - 1/2 CENT TRANSP...	1,777,814.00	1,777,814.00	156,795.13	1,167,369.21	-610,444.79	34.34 %
13-300-45100	INCOME - SURPLUS SALES	119,000.00	119,000.00	0.00	2,767.77	-116,232.23	97.67 %
Department: 300 - STREET Total:		6,677,085.00	6,677,085.00	239,218.17	2,204,473.37	-4,472,611.63	66.98 %
Revenue Total:		6,677,085.00	6,677,085.00	239,218.17	2,204,473.37	-4,472,611.63	66.98 %
Expense							
Department: 300 - STREET							
13-300-5100100	ADMINISTRATION FEES	267,021.00	267,021.00	22,251.75	178,014.00	89,007.00	33.33 %
13-300-5100500	ADA COMPLIANCE SIDEWALKS	100,000.00	100,000.00	0.00	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 %
13-300-5105000	BUILDING MAINTENANCE - SUPPLIES	2,000.00	2,000.00	185.00	492.74	1,507.26	75.36 %
13-300-5105500	BUILDING MAINTENANCE SERVICES	2,000.00	2,000.00	233.19	1,691.85	308.15	15.41 %
13-300-5106000	BUILDING REPAIRS	13,000.00	13,000.00	75.00	1,532.04	11,467.96	88.22 %
13-300-5110000	COMPUTER SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
13-300-5110102	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	-3,780.63	8,866.68	15,573.32	63.72 %
13-300-5111000	COMPUTER EQUIPMENT	4,050.00	4,050.00	0.00	3,675.52	374.48	9.25 %
13-300-5117500	DUES, LICENSES & MEMBERSHIPS	12,000.00	12,000.00	53.75	11,249.78	750.22	6.25 %
13-300-5118000	ECONOMIC DEVELOPMENT	28,875.00	28,875.00	0.00	656.25	28,218.75	97.73 %
13-300-5118500	EMERGENCY MANAGEMENT	250.00	250.00	0.00	0.00	250.00	100.00 %
13-300-5120000	EMPLOYMENT COSTS	500.00	500.00	341.30	1,325.63	-825.63	-165.13 %
13-300-5122500	EQUIPMENT MAINTENANCE	4,500.00	4,500.00	895.58	4,501.84	-1.84	-0.04 %
13-300-5123000	EQUIPMENT REPAIRS	10,000.00	10,000.00	712.49	6,633.19	3,366.81	33.67 %
13-300-5123500	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	27.50	1,972.50	98.63 %
13-300-5124500	FACILITIES SUPPLIES	1,500.00	1,500.00	111.03	917.72	582.28	38.82 %
13-300-5127500	FIRST AID CLAIMS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
13-300-5130000	GASOLINE & DIESEL	38,000.00	38,000.00	6,278.46	40,626.97	-2,626.97	-6.91 %
13-300-5132500	INSURANCE AND BONDS	30,000.00	30,000.00	237.40	28,978.00	1,022.00	3.41 %
13-300-5132555	INSURANCE BROKER FEE	2,050.00	2,050.00	0.00	1,942.00	108.00	5.27 %
13-300-5132560	JANITORIAL SUPPLIES	500.00	500.00	53.17	634.81	-134.81	-26.96 %
13-300-5135100	MAINTENANCE PROGRAM	550,000.00	550,000.00	0.00	426,567.85	123,432.15	22.44 %
13-300-5135500	MAINTENANCE/SERVICE CONTRACTS	5,380.00	5,380.00	166.73	2,608.43	2,771.57	51.52 %
13-300-5137500	MEETINGS AND TRAINING	5,700.00	5,700.00	11.32	518.88	5,181.12	90.90 %
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	253.90	926.90	1,073.10	53.66 %
13-300-5145000	NATURAL GAS	4,000.00	4,000.00	22.07	3,698.40	301.60	7.54 %
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	177.92	890.48	509.52	36.39 %
13-300-5157500	POSTAGE AND FREIGHT	150.00	150.00	12.61	348.46	-198.46	-132.31 %
13-300-5160000	PROFESSIONAL FEES	23,987.00	23,987.00	1,131.00	10,957.71	13,029.29	54.32 %
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	68.80	250.80	249.20	49.84 %
13-300-5167000	SAFETY PROGRAM	1,000.00	1,000.00	45.24	1,069.28	-69.28	-6.93 %
13-300-5170500	SALT AND DEICING	20,000.00	20,000.00	0.00	479.91	19,520.09	97.60 %
13-300-5172500	SHOP SUPPLIES	5,000.00	5,000.00	207.19	1,730.22	3,269.78	65.40 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

		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	956.80	6,982.11	3,017.89	30.18 %
13-300-5173500	STREET MATERIALS	5,000.00	5,000.00	489.39	6,499.25	-1,499.25	-29.99 %
13-300-5174001	TRAFFIC MARKING	25,000.00	25,000.00	732.80	1,122.80	23,877.20	95.51 %
13-300-5174501	TRAFFIC SIGNALS	43,000.00	43,000.00	0.00	418.19	42,581.81	99.03 %
13-300-5175000	SUPPLIES	4,000.00	4,000.00	135.02	1,353.66	2,646.34	66.16 %
13-300-5177500	TELECOMMUNICATIONS	6,000.00	6,000.00	299.75	3,309.51	2,690.49	44.84 %
13-300-5181000	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 %
13-300-5185000	VEHICLE MAINTENANCE	3,000.00	3,000.00	103.77	3,009.45	-9.45	-0.32 %
13-300-5185500	VEHICLE REPAIRS	4,000.00	4,000.00	171.32	4,308.50	-308.50	-7.71 %
13-300-5187501	WEED ABATEMENT	2,500.00	2,500.00	470.22	2,592.97	-92.97	-3.72 %
13-300-5250000	SALARIES	625,803.00	625,803.00	42,835.89	378,399.03	247,403.97	39.53 %
13-300-5250500	PAYROLL TAXES	48,478.00	48,478.00	2,956.79	26,700.08	21,777.92	44.92 %
13-300-5251000	GROUP INSURANCE	164,838.00	164,838.00	11,274.56	105,083.75	59,754.25	36.25 %
13-300-5251500	LAGERS	95,122.00	95,122.00	5,817.06	53,489.45	41,632.55	43.77 %
13-300-5252500	EDUCATION	250.00	250.00	0.00	0.00	250.00	100.00 %
13-300-5253500	WELLNESS PROGRAM	250.00	250.00	0.00	0.00	250.00	100.00 %
13-300-5254000	UNIFORMS	3,500.00	3,500.00	254.79	1,815.09	1,684.91	48.14 %
13-300-5255000	WORK COMP PREMIUM	35,898.00	35,898.00	710.04	28,761.18	7,136.82	19.88 %
13-300-5280000	EQUIPMENT PROGRAM	12,000.00	12,000.00	0.00	8,116.96	3,883.04	32.36 %
13-300-5450500	CAPITAL-BUILDING	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
13-300-5451000	CAPITAL-IMPROVEMENTS	45,000.00	45,000.00	2,912.56	65,788.57	-20,788.57	-46.20 %
13-300-5451004	CAPITAL-IMPROVEMENTS-BUILDING	12,500.00	12,500.00	0.00	4,826.85	7,673.15	61.39 %
13-300-5452000	CAPITAL-EQUIPMENT	454,400.00	454,400.00	0.00	98,393.00	356,007.00	78.35 %
13-300-5452500	CAPITAL-INFRASTRUCTURE	5,462,236.00	5,751,411.00	3,775.85	208,416.60	5,542,994.40	96.38 %
Department: 300 - STREET Total:		8,384,578.00	8,673,753.00	103,640.88	1,760,256.69	6,913,496.31	79.71 %
Department: 350 - CENTRAL GARAGE							
13-350-5105000	BUILDING MAINTENANCE - SUPPLIES	1,000.00	1,000.00	0.00	86.95	913.05	91.31 %
13-350-5105500	BUILDING MAINTENANCE SERVICES	1,500.00	1,500.00	116.58	2,053.76	-553.76	-36.92 %
13-350-5106000	BUILDING REPAIRS	1,000.00	1,000.00	0.00	2,217.20	-1,217.20	-121.72 %
13-350-5110000	COMPUTER SUPPLIES	100.00	100.00	0.00	0.00	100.00	100.00 %
13-350-5110102	COMPUTER SOFTWARE	1,295.00	1,295.00	0.00	0.00	1,295.00	100.00 %
13-350-5110503	COMPUTER SERVICES	4,386.00	4,386.00	924.90	8,575.80	-4,189.80	-95.53 %
13-350-5111000	COMPUTER EQUIPMENT	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
13-350-5120000	Employment Costs	0.00	0.00	0.00	40.14	-40.14	0.00 %
13-350-5122500	EQUIPMENT MAINTENANCE	2,000.00	2,000.00	104.03	355.74	1,644.26	82.21 %
13-350-5123000	EQUIPMENT REPAIRS	1,000.00	1,000.00	0.00	57.14	942.86	94.29 %
13-350-5123500	EQUIPMENT RENTAL	200.00	200.00	0.00	0.00	200.00	100.00 %
13-350-5124500	Facilities Supplies	0.00	0.00	74.39	517.99	-517.99	0.00 %
13-350-5132560	Janitorial Supplies	0.00	0.00	37.12	382.95	-382.95	0.00 %
13-350-5135500	Maintenance/Service Contracts	0.00	0.00	160.86	319.16	-319.16	0.00 %
13-350-5142500	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	100.00 %
13-350-5145000	Natural Gas	0.00	0.00	35.80	1,807.10	-1,807.10	0.00 %
13-350-5150000	OFFICE SUPPLIES	250.00	250.00	6.28	286.52	-36.52	-14.61 %
13-350-5157500	Postage and Freight	0.00	0.00	16.32	47.62	-47.62	0.00 %
13-350-5165000	Random Testing	0.00	0.00	0.00	109.00	-109.00	0.00 %
13-350-5167000	Safety Program	0.00	0.00	33.17	65.24	-65.24	0.00 %
13-350-5172500	SHOP SUPPLIES	3,000.00	3,000.00	0.00	696.32	2,303.68	76.79 %
13-350-5175000	SUPPLIES	7,500.00	7,500.00	197.07	5,698.95	1,801.05	24.01 %
13-350-5177500	Telecommunications	0.00	0.00	0.00	948.71	-948.71	0.00 %
13-350-5181000	TRACKABLE ASSETS	0.00	0.00	-3,869.00	0.00	0.00	0.00 %
13-350-5181003	TOOLS ALL CITY	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
13-350-5254000	UNIFORMS	500.00	500.00	0.00	158.97	341.03	68.21 %

Budget Report

For Fiscal: 2022 Period Ending: 08/31/2022

[13-350-5452000](#)

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
CAPITAL-EQUIPMENT	30,000.00	30,000.00	5,609.00	5,609.00	24,391.00	81.30 %
Department: 350 - CENTRAL GARAGE Total:	60,731.00	60,731.00	3,446.52	30,034.26	30,696.74	50.55 %
Expense Total:	8,445,309.00	8,734,484.00	107,087.40	1,790,290.95	6,944,193.05	79.50 %
Fund: 13 - STREET Surplus (Deficit):	-1,768,224.00	-2,057,399.00	132,130.77	414,182.42	2,471,581.42	120.13 %
Report Surplus (Deficit):	-14,465,582.00	-16,855,465.47	4,455,960.83	5,090,591.66	21,946,057.13	130.20 %

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	963,739.23	1,586,269.14	7,193,605.14
02 - WATER	-1,680,204.00	-2,819,181.00	557,429.21	661,143.82	3,480,324.82
03 - WASTE WATER	-1,066,045.00	-1,451,152.00	186,637.39	330,758.52	1,781,910.52
10 - ARPA	-1,643,166.00	-1,683,166.00	2,298,634.58	2,288,425.74	3,971,591.74
11 - GENERAL	-2,986,307.00	-3,237,231.47	317,389.65	-190,187.98	3,047,043.49
13 - STREET	-1,768,224.00	-2,057,399.00	132,130.77	414,182.42	2,471,581.42
Report Surplus (Deficit):	-14,465,582.00	-16,855,465.47	4,455,960.83	5,090,591.66	21,946,057.13



City of Nixa, MO

City of Nixa Cash Report

Summary

Date Range: 01/01/2022 - 08/31/2022

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
01 - ELECTRIC	13,219,265.22	12,208,523.72	10,622,254.58	-363,220.16	-219,120.91	15,387,875.43	15,387,875.43	0.00
02 - WATER	4,121,047.25	2,809,900.96	2,148,757.14	-43,312.51	-58,657.06	4,884,160.64	4,884,160.64	0.00
03 - WASTE WATER	5,563,096.82	2,577,461.67	2,246,703.15	-120,595.07	-35,454.67	6,049,905.08	6,049,905.08	0.00
10 - ARPA	2,273,696.78	2,328,425.74	40,000.00	0.00	0.00	4,562,122.52	4,562,122.52	0.00
11 - GENERAL	9,764,013.64	8,258,190.33	8,448,378.31	-3,450.41	-284,616.62	9,861,892.69	9,861,892.69	0.00
13 - STREET	3,419,625.91	2,204,473.37	1,790,290.95	0.00	-16,159.64	3,849,967.97	3,849,967.97	0.00
Report Total:	38,360,745.62	30,386,975.79	25,296,384.13	-530,578.15	-614,008.90	44,595,924.33	44,595,924.33	0.00

**CITY OF NIXA
OFFICE OF THE MAYOR
STATE OF MISSOURI**

PROCLAMATION

WHEREAS, we, the citizens of Nixa, place high value on local control over community services and therefore have chosen to operate a community owned, locally controlled, not-for-profit electric utility which provides our homes, businesses, schools, and local government agencies with reliable, efficient, and cost-effective electricity; and

WHEREAS, the Nixa Electric Utility is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, the Nixa Electric Utility has also taken on additional stewardship for our community's infrastructure through stringent maintenance and operations and has received national recognition as an American Public Power Association – Reliable Public Power Provider; and

WHEREAS, Nixa Electric Utility is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment; and

NOW, THEREFORE BE IT RESOLVED: that the Nixa Electric utility will continue to work to bring lower-cost, safe, reliable electricity to community homes and business and continue to search out new low-cost alternative/renewable power sources to serve all the citizens of Nixa; and

BE IT FURTHER RESOLVED; that the week of October 2nd – 8th, be designated Public Power Week to recognize Nixa Electric Utility for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power along with the members of the Missouri Public Utility Alliance and more than 2,000 other public power systems across the United States.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 26th day of September 2022.

Mayor

ATTEST:

City Clerk

**CITY OF NIXA
OFFICE OF THE MAYOR
STATE OF MISSOURI**

PROCLAMATION

WHEREAS, October is National Breast Cancer Awareness Month; and

WHEREAS, breast cancer is the most common cancer in women in the world, in 2020, there were 2.3 million women diagnosed with breast cancer; and

WHEREAS, in 2022 there will be an estimated 339,250 new cases of breast cancer to be diagnosed in women in the U.S; and

WHEREAS, in 2022 more than 43,250 women in the U.S. will die of breast cancer; and

WHEREAS, from 2013 to 2018, the death rate went down by 1% per year. These decreases are believed to be the result of finding breast cancer earlier through screening and increased awareness, as well as better treatments.; and

WHEREAS, Breast Cancer Awareness Month serves as an opportunity to increase awareness of the disease.

NOW, THEREFORE, I, Brian Steele, Mayor of the City of Nixa, Missouri, do hereby proclaim the month of October 2022, as

"Breast Cancer Awareness Month"

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 16th day of September, 2022.

Mayor

ATTEST:

City Clerk

RE: Council Bill 2022-094 Budget Amendment for Water Department

Background:

This Council Bill, if approved would authorize a water department budget amendment for expenditures to complete a substantial roadway repair caused by a water main break.

Analysis:

On June 23rd we had a water main break on an 8-inch diameter waterline under the southwest corner of the newly constructed intersection at Mt. Vernon/SH-14 and Gregg Rd. To make the repairs, our crews had to excavate parts of the eastbound lane as well as part of the right or southbound turn lane totaling about 2,000 square feet. Following the water line repair, staff opened the roadway back to traffic after completing a temporary road repair until final road repairs were designed and directed by MoDOT.

Upon receiving the repair specifications from MoDOT, staff found it to be beyond our current capacity to do in-house, so we solicited bids for the repair. Only one bid was received which came from D&E Plumbing in the amount of \$127,000. Upon review of the bids, staff did find that the amount was close to our internal estimate of around \$100,000.

Though there are funds budgeted for annual anticipated repairs on the system throughout the year, completing a substantial roadway repair like this is not typical. Staff is therefore requesting a budget amendment authorizing the expenditure.

Recommendation:

Staff plans to bring back the attached Council Bill for a second reading at your October 10th meeting with our recommendation for passage. At that meeting we will also introduce a Resolution awarding the bid and authorizing the contract execution for the repair. Until then, staff is available to answer any questions and address any concerns you may have.

MEMO SUBMITTED BY:

Jason Stutesmun | Water Quality Superintendent

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR THE REPAIR OF A WATER MAIN BREAK AT HIGHWAY 14 AND GREGG ROAD.

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

SECTION 2: 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.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

COUNCIL BILL NO. 2022-094

ORDINANCE NO. _____

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MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$127,000.00	02 - Water	System Repairs	02-800-5176002	Current

Explanation: To amend the current budget of the City of Nixa to appropriate funds for a water main break repair at SH-14 and Gregg Rd.

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

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric	\$285,700
Water	\$1,138,977 (net)
Wastewater	\$385,107
ARPA	\$40,000
Admin	\$22,734.47 (net)
Legal	\$57,361
Economic Development	\$13,000
Police	\$110,329
Street	\$289,175
Park	\$47,500
Planning & Development	
TOTAL	<u>\$2,389,883.47</u>

**RE: AMENDING CHAPTER 2, ARTICLE I, OF THE NIXA CITY CODE BY
REPEALING SECTION 2-4 IN ITS ENTIRETY.**

Background:

At the City Council's August 22, 2002, regular meeting, the City Council elected to not approve Council Bill 2022-082. Council Bill 2022-082, if approved, would have readopted the City's financial disclosure regulations for another two-year period.

Under State law, City's may elect to adopt their own financial disclosure regulations for certain city employees and officials, or they may choose to follow State law on the issue. The main difference here is those following a local regulation are only required to annually file the so-called short form disclosure document and those which follow state law are required to file the long form disclosure document. The long form document requires the disclosure of more information.

City's which have adopted their own regulations are required by State law to readopt their requirements every two years. The question of whether to renew is what brought Council Bill 2022-082 to the Council for consideration in August. The City's financial disclosure regulations were codified at Section 2-4 of the Nixa City Code.

Analysis:

Since the Council elected to forego the renewal of the City's financial disclosure regulations, the provisions of Section 2-4 of the City Code are no longer enforceable. Since those provisions are no longer enforceable, they should be removed from the Code to avoid confusion regarding whether State law or local ordinance regulates this issue.

Recommendation:

Staff recommends approval of this Bill in order to carry out Council's decision for the City to be governed by State law on the issue of financial disclosure.

MEMO SUBMITTED BY:

Nick Woodman | City Attorney

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING CHAPTER 2,**
2 **ARTICLE I, OF THE NIXA CITY CODE BY REPEALING SECTION 2-4 IN ITS**
3 **ENTIRETY.**

4
5
6 **WHEREAS** at the City Council's August 22, 2022, regular meeting, the Council
7 considered the adoption of Council Bill 2022-082; and

8
9 **WHEREAS** said Bill, if approved, would have readopted the City's financial
10 disclosure regulations, located at Section 2-4 of the City Code; and

11
12 **WHEREAS** State law sets out certain financial disclosure requirements for public
13 officials in Chapter 105 RSMo.; and

14
15 **WHEREAS** section 105.485 RSMo. authorizes cities to adopt their own financial
16 disclosure requirements and cities which elect this approach must readopt their
17 requirements biennially; and

18
19 **WHEREAS** when a city adopts their own financial disclosure requirements, public
20 officials of the city are only required to provide the so-called short form financial disclosure
21 document; and

22
23 **WHEREAS** cities which forego the adoption of their own financial disclosure
24 requirements instead must follow state law on the issue of financial disclosure of public
25 officials, which requires the filing of the so-called long form financial disclosure
26 documents; and

27
28 **WHEREAS** considering this, the City Council, at the August 22, 2022, regular
29 meeting, elected to decline to adopt Council Bill 2022-082, thereby requiring certain City
30 officials to annually file the long form financial disclosure document; and

31
32 **WHEREAS** this Bill, would repeal Sec 2-4 of the Nixa City Code, which contains
33 the no longer effective financial disclosure requirements.

34
35 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
36 **NIXA, AS FOLLOWS, THAT:**

37
38 **SECTION 1:** Chapter 2, Article I, of the Nixa City Code is hereby amended by
39 repealing Section 2-4, titled as "Conflict of interests and financial disclosure," in its
40 entirety.

41
42 **SECTION 2:** Savings Clause. Nothing in this Ordinance shall be construed to
43 affect any suit or proceeding now pending in any court or any rights acquired, or liability
44 incurred nor any cause or causes of action occurred or existing, under any act or
45 ordinance repealed hereby.

SECTION 4: 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.

SECTION 5: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS _____ DAY OF _____ 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RE: ENGINEERING AND CONSTRUCTION OF MAIN ST FROM TRACKER RD TO HWY CC. ORDINANCE #2022-091

Background:

Requested passage of Ordinance #2022-091 for Engineering services to be provided by Shaffer & Hines Engineering firm. These services would allow for Main St engineering and then later the construction from Tracker Rd to Highway CC.

Analysis:

In the past fifteen to twenty years Main St has had improvements made from North St to Aldersgate and then from Aldersgate to Tracker. Permission to move forward with this project would allow staff to enter into an agreement with Shaffer & Hines Engineering firm to develop plans for the construction Main St from Tracker Rd to Highway CC.

This project is included in the city's Transportation Improvement Program (TIP) through the Ozarks Transportation Organization and Federal Highway Administration therefor eligible for eighty percent reimbursement. The attached contract in the amount of \$195,257.21 is within budgeted amounts for 2022. Construction would then be possible in late 2023 or early 2024.

This endeavor would allow for the Engineering of a three-lane street, curb and gutter, storm water improvements, sightline adjustments, and pedestrian facilities. All things mentioned under Reliable Infrastructure, Action Plan #1 and Community Safety, Action Plan #6 in the 2021-2025 Strategic Plan.

Recommendation:

It is staff's recommendation to enter into agreement with Shaffer & Hines.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH SHAFFER & HINES, INC. FOR**
3 **ENGINEERING SERVICES RELATED TO IMPROVEMENTS TO MAIN STREET FROM**
4 **TRACKER ROAD TO HIGHWAY CC.**

5 _____
6
7 **WHEREAS** City staff have solicited proposals for engineering services related to
8 improvements to Main Street from Tracker Road to Highway CC, said improvements
9 being identified as Project No. STBG-9901(831) and ST 2022-03; and

10
11 **WHEREAS** at the conclusion of the solicitation process, City staff determined that
12 Shaffer & Hines, Inc., submitted the most qualified proposal; and

13
14 **WHEREAS** City Council desires to authorize the execution of the Contract,
15 attached hereto as "Council Bill Exhibit A," for the purpose described therein; and

16
17 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**

19
20 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute
21 the Contract attached hereto, and incorporated herein by this reference, as "Council Bill
22 Exhibit A," with Shaffer & Hines, Inc. Said Contract shall be in substantially similar form
23 as the document attached hereto as "Council Bill Exhibit A."

24
25 **SECTION 2:** The City Administrator and the officers of the City are hereby
26 authorized to do all things necessary or convenient to carry out the terms and intent of
27 this Ordinance.

28
29 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final
30 passage by the City Council and after its approval by the Mayor, subject to the provisions
31 of section 3.11(g) of the City Charter.

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34 **ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.**

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36 ATTEST:

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38 _____
39 PRESIDING OFFICER

38 _____
39 CITY CLERK

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41
42 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.**

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44 ATTEST:

COUNCIL BILL NO. 2022-091

ORDINANCE NO. _____

47 MAYOR

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50 APPROVED AS TO FORM:

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CITY ATTORNEY

CITY CLERK

Exhibit A

ROUTE ORDER: Consultant 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		() ADDENDUM NO. ____
CITY		CONSULTANT
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Travis Cossey Dept: Public Works Email: tcossey@nixa.com		Name: Shaffer & Hines, Inc. Address: PO Box 493 Nixa, MO 65714 Phone: 417.725.4663 Attn: Clayton M. Hines, P.E. Email: chines@shafferhines.com

CONTRACT FOR ENGINEERING SERVICES

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

WHEREAS funds have been made available by the Federal Highway Administration through its Surface Transportation Block Grant program, coordinated through the Missouri Department of Transportation, the City intends to make widening, sidewalks, and other associated improvements to North Main Street in Nixa from north of Tracker Road to south of Route CC, and requires professional engineering services; and

WHEREAS the City, after conducting a Request for Qualifications solicitation process, referenced as Federal Aid No. STBG 9901 (831), desires to engage Consultant to perform certain services; and

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

WHEREAS Consultant desires to perform such services 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 Consultant as follows:

1. Services. The City agrees to engage the services of the Consultant and the Consultant agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Consultant's profession in performing similar services. The Services are described in Exhibit A which is attached hereto and incorporated herein by this reference. Consultant shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Consultant's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Disadvantaged Business Enterprises (DBE) Requirements.

a. DBE Goal. The following DBE goal has been established for this Agreement. The dollar

value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 8% of the total Agreement dollar value.

b. DBE Participation Obtained by Consultant. The Consultant has obtained DBE participation and agrees to use DBE firms to complete 88.77 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm	DBE Service	DBE Contract	Applied to DBE Goal	% of Contract applied to DBE Goal
Shaffer & Hines, Inc P.O. Box 493 Nixa, MO 65714	Principal Design Firm	\$171,367.51	\$171,367.51	88.77%

3. Addition to Services. The City may add to the Consultant's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Consultant shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Consultant.

4. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Consultant represents that Consultant shall secure at Consultant's own expense; all personnel required to perform the services called for under this Contract by Consultant. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Consultant or under Consultant'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 such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. It is the intention of the Consultant to engage Sub-consultants for the purposes of:

Sub-Consultant Name	Address	Services
CJW Transportation Consultants	5051 S. National Ave. Springfield, MO 65810	Traffic Control Road Geometry Erosion Control Environmental/Historical Review Project Management

6. Term. The Consultant shall commence work within two weeks after receiving notice to proceed from the City. Plans, Specifications & Estimate (PS&E) Approval by MODOT shall be completed on August 30th of 2023. The general phases of work will be completed, and this Contract shall terminate on July 31st of 2024.

7. Renewals. The term of this Contract may be extended three times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Consultant and City; and
- c. City funds are appropriated for such purpose.

8. Standards. The Consultant shall be responsible for working with the City in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, City needs, and guidance provided in the most current version of EPG 136 LPA Policy. The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

9. Payment.

a. Conditioned on acceptable performance. Provided that Consultant performs the services in the manner set forth herein, the City shall pay the Consultant in accordance with the rate set forth in Exhibit B which shall constitute full and complete compensation for the Consultant's work provided. No partial payment to the Consultant shall operate as approval of acceptance of work done. Such compensation shall 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 Consultant and Contract by both the City and the Consultant that the Consultant has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that the City shall reimburse Consultant for actual costs incurred by Consultant in the performance of the Services, plus a predetermined fixed fee as indicated in Attachment Sheets A and B. In no event shall the total compensation or reimbursement to be paid to the Consultant under the terms of this Contract exceed the sum of **(\$195,257.21)**.

c. Definition of Actual Costs.

1. Actual Fees, as reflected in Attachment Sheets A and B paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount calculated at 140.09% of actual fees in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement, incentive pay, general administrative overhead, based on the Consultant's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
3. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
4. Project costs incurred by others on a subcontract basis, said costs to be passed through the Consultant on the basis of reasonable and actual cost as invoiced by the Sub-consultants.

d. Additives and Overhead. The rates shown for additives and overhead in Sections 9.c.2 and 9.c.3 above are the established Consultant's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

e. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

f. **Property Accountability.** If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

10. Professional Endorsement. All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the Plans, Specifications & Estimates (PS&E) submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

11. Termination.

a. **Termination for breach.** Failure of Consultant to fulfill Consultant's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give 15 days' written notice of termination to the Consultant. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Consultant all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. **Termination for Convenience.** Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Consultant shall be limited to services provided by the Consultant as of the effective date of said termination.

c. **Non-appropriation.** This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

d. **Documents, reports, and data to be provided to City.** In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant related to this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Consultant.

e. The Consultant shall remain liable to the City for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived or stopped by final payment under this Agreement.

12. Decisions under this contract. The City will determine the acceptability of work performed under this contract and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

13. 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 Consultant 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.

14. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Consultant under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

15. Conflict of Interest. Consultant certifies that no member or officer of its firm or organization 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.

16. Assignment. The Consultant 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 Consultant 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.

17. Nondiscrimination. The Consultant 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 Consultant 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 Consultant and Sub-consultant 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 Consultants and Sub-consultants to employ and advance in employment qualified protected veterans.

b. This Consultant and Sub-consultant 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 Consultants and Sub-consultants to employ and advance in employment qualified individuals with disabilities.

18. Occupational License. The Consultant 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 Consultant. No contract will be executed by the City until this occupational license has been obtained.

19. Lobby Certification. Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required

by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

20. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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 Consultant to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Consultant 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 Consultant 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 Consultants, 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-Nine 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. Consultant 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 Consultant, its employees, officers or agents. Consultant 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-Nine 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 Consultant'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-Nine 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 Consultant'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 Consultant 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 Consultant shall require the Sub-consultant to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant shall require any and all Sub-consultants 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 Consultant and/or Sub-consultant 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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.

21. Consultant's responsibility for Sub-consultants. The Consultant shall be fully responsible to the City for the acts and omissions of its Sub-consultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all Sub-consultants to Consultant by all the terms herein set forth, and insofar as applicable to the work of Sub-consultants and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Sub-consultant and the City.

22. General Independent Consultant Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant shall be an independent Consultant 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 Consultant shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and the City, and the City shall not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

23. Liability and Indemnity.

a. In no event shall the City be liable to the Consultant 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 Consultant under this contract.

b. The Consultant 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 Consultant hereby assuming full responsibility for relations with Sub-consultants), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Consultant'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 Consultant under this Contract.

g. The Consultant 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.

24. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a.** This Contract
- b.** Shaffer & Hines, Inc. – (Attachment Sheet A) – (Exhibit A)
- c.** CJW Transportation Consultants – (Attachment Sheet B) – (Exhibit B)
- d.** Scope of Services - (Attachment C) - (Exhibit C)
- e.** Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - (Exhibit D)
- f.** Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions – (Exhibit E)
- g.** DBE Contract Provisions – (Exhibit F)
- h.** Fig. 136.4.15 Conflict of Interest Disclosure Form – (Exhibit G)

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, then Exhibit C, then Exhibit D, then Exhibit E, then Exhibit F, and then Exhibit G.

25. Nonresident/Foreign Consultants. The Consultant shall procure and maintain during the life of this Contract:

- a.** If the Consultant 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.

26. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Consultant 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 Mail 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.

27. Right to Audit. Consultant 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. Consultant shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Consultant shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Consultant's records pertaining to the Services for a period of three (3) years after final payment.

28. Compliance with Laws. Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by Consultant is current.

29. City Benefits. The Consultant 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.

30. 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.

31. Removed as per 29 CFR 541.301(c)

32. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Consultants with ten or more employees, Consultant 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.

IN TESTIMONY WHEREOF, the Consultant has hereunto set his hand and seal, and the City of Nixa executes this contract by its City Manager.


THE CITY OF NIXA, MISSOURI

By: _____

ATTEST

By: _____

CONSULTANT

By:  _____

Approved as to form:

Nick Woodman, City Attorney

CERTIFICATE OF FINANCIAL OFFICER

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, Financial Officer

EXHIBIT A

SHAFFER & HINES, INC.

ATTACHMENT SHEET A

SHAFFER & HINES, INC.

PROFESSIONAL ENGINEERS & LAND SURVEYORS

P.O. Box 493, Nixa, Missouri 65714

Phone (417) 725-4663

Fax (417) 725-5230

"Equal Opportunity Employer"

July 5, 2022

Mr. Jeff Roussell
City of Nixa
P.O. Box 395
Nixa, MO 65714

RE: North Main Street Improvements (Hwy CC to Tracker Rd.), Nixa, Missouri

Dear Mr. Roussell,

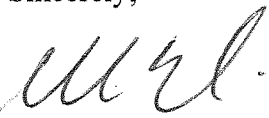
We very much appreciate your selection of our firm to provide the Civil Engineering and Land Surveying services for this project. As you know from our proposal, we will be teaming with CJW Transportation Consultants, LLC. Both of our firms are excited to work with you on this project!

Our proposed fee schedules are attached for your review.

Shaffer & Hines, Inc. – Attachment A	\$171,367.51
<u>CJW Transportation Consultants, LLC – Attachment B</u>	<u>\$23,889.70</u>
Total Proposed Fee	\$195,257.21

If you have any questions, please let me know.

Sincerely,



J. Clayton M. Hines, P.E.
President

Attachments A & B

SHAFFER & HINES, INC.

ATTACHMENT A

FEE SUMMARY

North Main Street Improvements (from Hwy CC to Tracker Rd.)

STBG 9901(831)

TASK NUMBER	TASK DESCRIPTION	PROPOSED FEE
1	PROJECT MANAGEMENT	\$2,336.76
2	SURVEYING	\$31,185.73
3	GEOTECHNICAL (not included)	\$0.00
4	CONCEPTUAL LAYOUTS	\$3,814.87
5	UTILITY COORDINATION	\$13,209.27
6	PUBLIC MEETINGS	\$3,223.70
7	ENVIROMENTAL & HISTORICAL (CJW)	
8	PRELIMINARY DESIGN PHASE (30%)	\$26,054.23
9	R/W PLANS PHASE (60%)	\$22,457.83
10	FINAL PLANS (100%)	\$29,587.40
11	BIDDING PHASE	\$8,609.69
12	CONSTRUCTION PHASE	\$28,664.83
	SUB-TOTAL TASKS	\$169,144.31
	EXPENSES	\$2,223.20
	TOTAL	\$171,367.51

SHAFFER & HINES, INC.
ATTACHMENT A
Man-Hour Estimate - North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
1	PROJECT MANAGEMENT												
	Project Management	4.00	4.00						8.00	\$516.48	\$723.54	\$148.80	\$1,388.82
	Coordination with Others	4.00								\$201.44	\$282.20	\$58.04	\$541.68
	Design Memorandum	3.00								\$151.08	\$211.65	\$43.53	\$406.26
	SUB-TOTAL									\$869.00	\$1,217.39	\$250.37	\$2,336.76
2	SURVEYING												
	Topographical Survey				8.00	32.00	70.00	70.00		\$4,677.96	\$6,553.35	\$1,347.76	\$12,579.07
	Base Map Preparation				24.00					\$1,122.24	\$1,572.15	\$323.33	\$3,017.72
	Horizontal Control				4.00		4.00	4.00		\$361.04	\$505.78	\$104.02	\$970.84
	Vertical Control				4.00		4.00	4.00		\$361.04	\$505.78	\$104.02	\$970.84
	Locate Section Corners				4.00		8.00	8.00		\$535.04	\$749.54	\$154.15	\$1,438.73
	Bench Level Run						8.00	8.00		\$348.00	\$487.51	\$100.26	\$935.77
	Utility Locates				24.00					\$1,122.24	\$1,572.15	\$323.33	\$3,017.72
	Right of Way Descriptions and Easements				32.00	40.00				\$3,069.92	\$4,300.65	\$884.47	\$8,255.04
	SUB-TOTAL									\$11,597.48	\$16,246.91	\$3,341.34	\$31,185.73
3	GEOTECHNICAL (not included)												
4	CONCEPTUAL LAYOUTS												
	Prepare Roadway Layouts / Alternatives	12.00		16.00						\$1,162.88	\$1,629.08	\$335.04	\$3,127.00
	Meetings with City to discuss Alternatives	3.00		3.00						\$255.81	\$358.36	\$73.70	\$687.87
	SUB-TOTAL									\$1,418.69	\$1,987.44	\$408.74	\$3,814.87

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
5	UTILITY COORDINATION												
	Coordination	50.00	20.00	8.00	8.00					\$4,106.56	\$5,752.88	\$1,183.13	\$11,042.57
	Meetings	16.00								\$805.76	\$1,128.79	\$232.15	\$2,166.70
	SUB-TOTAL									\$4,912.32	\$6,881.67	\$1,415.28	\$13,209.27
6	PUBLIC MEETINGS												
	Prepare Exhibits & Materials	5.00	2.00	12.00	2.00					\$857.76	\$1,201.64	\$247.13	\$2,306.53
	Attend Meetings	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	SUB-TOTAL									\$1,198.84	\$1,679.46	\$345.40	\$3,223.70
7	ENVIROMENTAL & HISTORICAL (CJW)												
8	PRELIMINARY DESIGN PHASE (30%)												
	Identify any Variances to Design Criteria	4.00								\$201.44	\$282.20	\$58.04	\$541.68
	Preliminary Estimates and Construction Costs	16.00	4.00	8.00						\$1,272.08	\$1,782.06	\$366.50	\$3,420.64
	Hydrologic studies and Drainage Plans	18.00		4.00						\$1,046.12	\$1,465.51	\$301.40	\$2,813.03
	Conceptual Traffic Control Plan (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Preliminary Design	24.00		60.00						\$3,303.24	\$4,627.51	\$951.69	\$8,882.44
	Title Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Typical Sheet			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Plan Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Profile Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Special Sheets	2.00		5.00						\$275.27	\$385.63	\$79.31	\$740.21
	Traffic Control and Staging Concept (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Preliminary Culvert Sections	2.00		2.00						\$170.54	\$238.91	\$49.13	\$458.58
	Preliminary Cross Sections at 25 foot intervals	2.00		24.00						\$938.56	\$1,314.83	\$270.41	\$2,523.80
	Tentative Easements and Right of Way Limits	6.00		8.00						\$581.44	\$814.54	\$167.52	\$1,563.50
	QA/QC	16.00	4.00	4.00						\$1,132.44	\$1,586.44	\$326.27	\$3,045.15
	SUB-TOTAL									\$9,689.15	\$13,573.54	\$2,791.54	\$26,054.23

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
9	R/W PLANS PHASE (60%)												
	R.O.W Design	16.00	4.00	24.00						\$1,830.64	\$2,564.54	\$527.42	\$4,922.60
	Title Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Typical Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Plan/Profile Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Special Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Cross Sections			16.00						\$558.56	\$782.49	\$160.93	\$1,501.98
	R.O.W. and Easement Plan Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Construction Limits	2.00		4.00						\$240.36	\$336.72	\$69.25	\$646.33
	Design Field Check and R.O.W Revisions	4.00		8.00						\$480.72	\$673.44	\$138.50	\$1,292.66
	R.O.W Revisions due to Owner Negotiations	16.00		24.00						\$1,643.60	\$2,302.52	\$473.53	\$4,419.65
	Construction Cost Estimate	20.00		12.00						\$1,426.12	\$1,997.85	\$410.88	\$3,834.85
	QA/QC	20.00	4.00	4.00						\$1,333.88	\$1,868.63	\$384.30	\$3,586.81
	SUB-TOTAL									\$8,351.72	\$11,699.91	\$2,406.20	\$22,457.83

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
10	FINAL PLANS (100%)												
	Cover Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Summary of Quantities Sheet	24.00	8.00	24.00						\$2,420.56	\$3,390.96	\$697.38	\$6,508.90
	Typical Section Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	General Notes Sheet	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Detail Sheets	2.00		4.00						\$240.36	\$336.72	\$69.25	\$646.33
	Horizontal/Vertical Control Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Construction Phasing	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Traffic Control Sheets (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Geometric Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Roadway Plan and Profile Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Removal Sheets	4.00		8.00						\$480.72	\$673.44	\$138.50	\$1,292.66
	Retaining Wall Plan and Profile Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Retaining Wall Details			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Storm Drainage Plan and Profile Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Sediment and Erosion Control Sheets (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Pavement Marking & Signing Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Coordinate Lighting Plan Sheets	4.00		2.00						\$271.26	\$380.01	\$78.15	\$729.42
	Right-of-Way Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Roadway Cross-Section Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Cost Estimates	24.00		8.00						\$1,487.92	\$2,084.43	\$428.68	\$4,001.03
	Special Provisions	16.00								\$805.76	\$1,128.79	\$232.15	\$2,166.70
	SWPPP (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Land Dist. Permit (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Prepare Bid Documents for PS&E Submittal	32.00								\$1,611.52	\$2,257.58	\$464.29	\$4,333.39
	QA/QC	24.00	10.00	6.00						\$1,885.70	\$2,641.68	\$543.29	\$5,070.67
	SUB-TOTAL									\$11,003.08	\$15,414.21	\$3,170.11	\$29,587.40

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
11	BIDDING PHASE												
	Respond to Bidder Questions	12.00		8.00						\$883.60	\$1,237.84	\$254.57	\$2,376.01
	Pre-Bid Conference	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Prepare Addendums	10.00		8.00						\$782.88	\$1,096.74	\$225.55	\$2,105.17
	Analysis of Alternates	2.00								\$100.72	\$141.10	\$29.02	\$270.84
	Bid Opening	2.00								\$100.72	\$141.10	\$29.02	\$270.84
	Analysis of Bids	10.00	2.00							\$597.12	\$836.51	\$172.04	\$1,605.67
	Construction Contracts	6.00	2.00							\$395.68	\$554.31	\$114.00	\$1,063.99
	SUB-TOTAL									\$3,201.80	\$4,485.42	\$922.47	\$8,609.69
12	CONSTRUCTION PHASE												
	Administration	20.00	4.00							\$1,194.24	\$1,673.01	\$344.07	\$3,211.32
	Pre-Conruction Meeting	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Progress Meetings	8.00								\$402.88	\$564.39	\$116.07	\$1,083.34
	Contractor Questions / RFI's	16.00	4.00							\$992.80	\$1,390.81	\$286.03	\$2,669.64
	Review Shop Drawings	16.00	4.00	8.00						\$1,272.08	\$1,782.06	\$366.50	\$3,420.64
	Review Pay Applications	20.00	4.00							\$1,194.24	\$1,673.01	\$344.07	\$3,211.32
	Periodic Site Observations	20.00		6.00						\$1,216.66	\$1,704.42	\$350.53	\$3,271.61
	Wage Interviews	12.00								\$604.32	\$846.59	\$174.11	\$1,625.02
	Substantial Completion Inspection & Punchlist	12.00		6.00						\$813.78	\$1,140.02	\$234.46	\$2,188.26
	Final Completion Inspection	6.00								\$302.16	\$423.30	\$87.06	\$812.52
	Prepare Change Orders	12.00		8.00						\$883.60	\$1,237.84	\$254.57	\$2,376.01
	Prepare Record Drawings	4.00		24.00						\$1,039.28	\$1,455.93	\$299.43	\$2,794.64
	Project Closeout	8.00								\$402.88	\$564.39	\$116.07	\$1,083.34
	SUB-TOTAL									\$10,660.00	\$14,933.59	\$3,071.24	\$28,664.83

SHAFFER & HINES, INC.

**ATTACHMENT A
EXPENSES**

**North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)**

EXPENSES	AMOUNT	UNIT	UNIT PRICE	TOTAL
Milage	360	Miles	\$0.62	\$223.20
Plan Copies	400	Each	\$5.00	\$2,000.00
TOTAL				\$2,223.20

SHAFFER & HINES, INC.

**ATTACHMENT A
ASSUMPTIONS**

**North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)**

1. City shall provide Title Work / O&E Reports.
2. AutoCAD Civil 3D will be used to create the plans.
3. StormCAD will be used to design the storm sewer and inlets.
4. Geotechnical services are not proposed as it is not assumed to be necessary.
5. R/W negotiations shall be provided by the City.
6. Appraisals for R/W and easements are to be obtained by the City.
7. Utility relocation plans shall be provided by the utility companies and are not included.

EXHIBIT B

CJW TRANSPORTATION CONSULTANTS

ATTACHMENT SHEET B

**Attachment B
Total Project Fee**

North Main Street Improvements

Task No.	Task Description		Fee Estimate
1	Project Management		\$ 587.12
2	Public Involvement		\$ 252.64
3	Conceptual Phase		\$ -
4	Survey		\$ -
5	Utility Coordination		\$ -
6	Environmental/Historical Review		\$ 12,434.92
7	Preliminary Design Phase (30 percent plans)		\$ 1,879.21
8	Right of Way Plan Phase (60 percent plans)		\$ -
9	Permits		\$ 1,192.25
10	Final Design Phase (100 percent plans)		\$ 4,517.18
11	Bidding Phase		\$ 848.77
12	Construction Phase		\$ 2,111.99
	Expenses		\$ 65.63
		Total Project Cost	\$ 23,889.70

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT											
Task No.	Description of Work Items / Tasks	CJW Transportation Consultants							Total Manhours	Total Labor Fee	Total CJW Fee
		Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	2 Person Survey Crew	Surveyor	Technican		

CJW FEE SUMMARY

<u>Task</u>	<u>Labor Costs</u>	<u>Payroll Overhead</u>	<u>General & Admin Overhead</u>	<u>Fixed Fee</u>	<u>Total Cost</u>
		64.71%	80.32%	12.00%	
1 Project Management	\$ 213.94	\$ 138.44	\$ 171.84	\$ 62.91	\$ 587.12
2 Public Involvement	\$ 92.06	\$ 59.57	\$ 73.94	\$ 27.07	\$ 252.64
3 Conceptual Phase	\$ -	\$ -	\$ -	\$ -	\$ -
4 Survey	\$ -	\$ -	\$ -	\$ -	\$ -
5 Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -
6 Environmental/Historical Review	\$ 4,531.12	\$ 2,932.09	\$ 3,639.40	\$ 1,332.31	\$ 12,434.92
7 Preliminary Design Phase (30 percent plans)	\$ 684.76	\$ 443.11	\$ 550.00	\$ 201.34	\$ 1,879.21
8 Right of Way Plan Phase (60 percent plans)	\$ -	\$ -	\$ -	\$ -	\$ -
9 Permits	\$ 434.44	\$ 281.13	\$ 348.94	\$ 127.74	\$ 1,192.25
10 Final Design Phase (100 percent plans)	\$ 1,646.00	\$ 1,065.13	\$ 1,322.07	\$ 483.98	\$ 4,517.18
11 Bidding Phase	\$ 309.28	\$ 200.14	\$ 248.41	\$ 90.94	\$ 848.77
12 Construction Phase	\$ 769.58	\$ 498.00	\$ 618.13	\$ 226.28	\$ 2,111.99
TOTAL	\$ 8,681.18	\$ 5,617.59	\$ 6,972.72	\$ 2,552.58	\$ 23,824.07

TOTAL EXPENSES					
Expenses	Amount		\$ Ea.		Cost
Design					
Travel, mile (car)	105	MILES	\$ 0.625		\$ 65.63
Travel, mile (survey vehicle)	0	MILES	\$ 0.75		\$ -
Environmental Documentation (lump sum)	0	L.S.	\$ -		\$ -
Aerial Mapping (DTM)	0	L.S.	\$ -		\$ -
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	0	L.S.	\$ -		\$ -
Geotechnical Borings and Report	0	L.S.	\$ -		\$ -
			Sub Total		\$ 65.63
Survey Expenses					
Public Involvement Expenses					
			Total		\$ 65.63

Assumptions

1. Construction Phase Services are not included as part of the fee schedule.
2. Storm sewer shall be designed using StormCAD, Pipe Networks, or Hydraflow
3. All CAD files shall be created using AutoCAD
4. ROW services including property appraisals, negotiations, and acquisitions will be handled by the city.
5. Utility relocation plans will be completed by their respective utilities
6. City will provide Title work for properties located along the project
7. Environmental Work does not include services such as Archeological Studies, Noise Studies, or Geotechnical work. Scope of work is limited to the basic information needed for IPAC
8. 60 percent plans will be provided by the lead consultant for submission with environmental documentation.

EXHIBIT C
SCOPE OF SERVICES

Attachment C

Scope of Services

STATEMENT OF SCOPE. It is expected that the selected firm/consultant will perform the following services:

Task 1: Preliminary Engineering and Design

Activities necessary to complete the environmental document (including FHWA concurrence and approval), conduct public involvement, complete preliminary design, and coordination with utilities.

This work will include, but is not limited to the following activities:

- Respond to MoDOT Environmental requests for information and finalize the MoDOT Request for Environmental Review.
- Perform initial surveys, soil investigations, etc. as needed for preliminary design.
- Determine the limits of the project.
- Hold a meeting with City of Nixa and other stakeholders to discuss alternatives for preliminary design preparation.
- Prepare preliminary design plans.
- Prepare an initial opinion of construction costs based on preliminary design to discuss budget and make modifications as needed.
- Prepare utility location and conflict plans.

This task will be considered complete upon receiving environmental approval from FHWA and MoDOT, and Nixa approval of all deliverables.

Task 2: Final Design

Design activities to prepare final construction plans, specifications, and estimates; further coordination with and execution of contracts with utilities for adjustments and relocations per the conflict plans; preparation of right of way plans and final right of way acquisition if needed; preparation of final mitigation plans and submittal of appropriate permits.

This work will include, but is not limited to the following activities:

- Engineering, geotechnical services and surveying activities necessary to prepare final design plans, specifications and estimates (PS&E). The PS&E will consist of, but not be limited to the following:
 - Typical Sections, Horizontal and vertical alignments, Trail Cross sections, Drainage/Structure Details, Erosion Control Plans, Stabilization Plan, Traffic Control Plans, Construction Details, Quantities, Signing/Marking Plan.
 - The PS&E will include all applicable items shown in the Missouri Department of Transportation, Local Public Agency – Final PS&E Submittal Checklist – 136.9.1
 - Associated permitting/compliance, including any coordination with permitting agencies to obtain permits.
 - Preparation of a Storm Water Pollution Prevention Plan.
 - Preparation of bid and contract documents and receive approvals as applicable.

- Assisting the City of Nixa in advertising, bidding and contract award.
- Attend any pre-bid meetings and be available for questions and clarifications prior to the bid opening.

This task will be considered complete upon delivery and approval of final construction plans, specifications, estimates, certifications and permits, and upon MoDOT and City of Nixa approval of all deliverables.

Task 3: Construction Engineering

Work with the construction contractor on behalf of the City of Nixa to assist with preconstruction conference(s). Assist with construction questions throughout project.

- Structure layout
- Excavation and backfilling
- Driving pile
- Checking of reinforcing steel prior to concrete placement
- Concrete batching and pouring
- Placement of girders
- Placement of surfacing materials
- Conduct inspection and testing of construction materials
- Check shop drawings submitted by contractor
- Verifying work indicated in invoices from the contractor has been completed
- Assist in any needed review of design related questions during construction.
- Prepare and approve any change orders needed as a result of needed design modifications during construction.
- Issue stamped revisions of the construction plans if needed.
- Review and Approve submittals/shop drawings as needed for the project.
- Perform final walk through of the project with City of Nixa inspectors.
- Prepare record drawings and provide in digital format acceptable to the City of Nixa.
- Other special engineering services as required to complete the project.

This task will be considered complete upon completion of construction, final inspection and acceptance of Nixa, Nixa approval of final contractor invoice, and upon MoDOT, Nixa and OTO approval of all deliverables.

DELIVERABLES. The consultant will have provided the following deliverables at the conclusion of the project:

Task 1:

- Survey data
- Project Limits
- Conceptual Plans for Alternatives to consider, including cost comparisons
- Finalized MoDOT Request for Environmental Review
- FHWA and MoDOT approved Environmental Document
- Preliminary design plans (including ROW and Utilities Plan sheets)

- Engineer's estimate of probable construction cost and any spreadsheets, hand calculations, notes, or other supporting information.
- Required Permits
- Meeting Minutes and Materials

Task 2:

- Final Plans, Specifications and Estimate (PS&E)
- Bid Documents
- Award of construction contract
- Construction Notice to Proceed is issued by MoDOT

Task 3:

- Bi-weekly reports of work completed
- Monthly meetings to verify work completed as submitted in contractor invoices
- Record drawings and provide in digital format acceptable to the City of Nixa.
- Upon completion of the project, all project diaries.

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplis/search.do?page=A&status=current&agency=69#A>.

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplis/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a

prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any Sub-consultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent Sub-consultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other Sub-consultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the Sub-consultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a Sub-consultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by

MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
- 5. Replacement of DBE Sub-consultants: The Engineer shall make good faith efforts to replace a DBE Sub-consultant, who is unable to perform satisfactorily, with another DBE Sub-consultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.
- 6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

- 7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
 - A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a Sub-consultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - E. Selected portions of the services to be performed by DBEs in order to increase the

likelihood of meeting the DBE goal (including, where appropriate, breaking down Sub-consultant agreements into economically feasible units to facilitate DBE participation).

- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
 - G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
 - H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
 - I. Made effective use of the services of available disadvantaged business organizations, minority Consultants' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Exhibit G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Shaffer & Hines, Inc.

Project Owner (LPA): City of Nixa

Project Name: North Main Street Improvements From North Of Tracker
To South of Route CC

Project Number: Federal Aid No. STBG 9901(831)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

 X No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

 Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible).

Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: _____

Signature: _____

Date: _____

Consultant

Printed Name: Clayton M. Hines, P.E.

Signature:  _____

Date: 9-9-22 _____



RE: INTERGOVERNMENTAL AGREEMENT FOR A HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY

Background:

On August 22nd, City Council passed ordinance #2022-084 amending the budget to appropriate \$13,000 for the City's portion of a hotel market and financial feasibility study. This study will be done in partnership with Christian County, the City of Ozark and Show Me Christian County.

Analysis:

Before moving forward with the study that was presented to City Council, an intergovernmental agreement (IGA) needs to be entered into by all parties. The attached agreement lays out each entity's responsibilities, including the cost associated with the study.

Recommendation:

Conducting a hospitality study would provide us the information we need to properly market our area to potential hotel developers; therefore, staff recommends approval of the resolution allowing us to enter the IGA with Christian County, the City of Ozark and Show Me Christian County.

MEMO PREPARED BY:

Jimmy Liles | City Administrator

Jliles@nixa.com | 417-725-3785

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE
MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR A
CHRISTIAN COUNTY HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY.**

WHEREAS Christian County Business Development Corporation d/b/a Show Me Christian County, Christian County, City of Ozark, and City of Nixa wish to facilitate a Christian County Hotel Market and Financial Feasibility Study to determine the overall demand and opportunity for hotel development in four key corridors; and

WHEREAS Show Me Christian County has received a Proposal and Scope of Work to complete this study from Hunden Strategic Partners; and

WHEREAS the Intergovernmental Agreement. Attached hereto as "Council Bill Exhibit A," shall establish the responsibilities of each party and cost allocation; and

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

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

SECTION 1: The Mayor, or designee, is hereby authorized to execute the Agreement attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit A." Said document shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit A."

SECTION 2: The Mayor and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

COUNCIL BILL NO. 2022-092

ORDINANCE NO. _____

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MAYOR

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APPROVED AS TO FORM:

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CITY ATTORNEY

CITY CLERK

COUNCIL BILL EXHIBIT A

ROUTE ORDER: Organization signs, route to City Clerk, City Admin/Mayor 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. __			
Ozark	Nixa	Christian County	Show Me Christian County
205 N. 1 st Street Ozark, MO 65721 417-581-2407 Attn: Steve Childers	715 W. Mount Vernon St. Nixa, Mo 65714 417-725-3785 Attn : Jimmy Liles	100 W. Church St. Ozark, Mo 65721 Phone Attn:	P.O. Box 1528 Nixa, Mo 65714 471-212-0699 Attn: Kristen Haseltine

**INTERGOVERNMENTAL AGREEMENT FOR CHRISTIAN COUNTY HOTEL MARKET
AND FINANCIAL FEASIBILITY STUDY**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH:

WHEREAS, Christian County Business Development Corporation d/b/a Show Me Christian County (hereinafter "SMCC"), Christian County (hereinafter "County"), City of Ozark (hereinafter "Ozark"), and City of Nixa (hereinafter "Nixa") wish to facilitate a Christian County Hotel Market and Financial Feasibility Study (hereinafter "Study") to determine the overall demand and opportunity for hotel development in four key corridors; and

WHEREAS, SMCC has received a Proposal and Scope of Work to complete this study from Hunden Strategic Partners; and

WHEREAS, this Intergovernmental Agreement shall establish the responsibilities of each party and cost allocation; and

WHEREAS, the Parties believe the Study will benefit the communities.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between SMCC, County, Ozark, and Nixa as follows:

1. **The Study.** The Parties wish to enter into this Intergovernmental Agreement to facilitate the completion of the Study, said Study more specifically detailed in the Proposal attached hereto and incorporated herein as "Exhibit A."

2. **Project Cost.** The Study is anticipated to cost Thirty-Nine Thousand Dollars and no/100 (\$39,000.00) (hereinafter "Project Cost"). SMCC shall invoice the County, Ozark, and Nixa and each party shall pay to SMCC within thirty (30) days of said invoice, the following amounts:

- a. County shall be responsible for \$13,000.00
- b. Ozark shall be responsible for \$13,000.00
- c. Nixa shall be responsible for \$13,000.00

3. **SMCC Responsibilities.** SMCC shall serve as the project manager for the Study. As such, SMCC shall work with the selected consultant, manage the Study tasks, coordinate the collection of any information necessary to complete the Study, assist with site visits, and provide the final Study results to the Parties in an electronic and printed format. SMCC shall pay all consultant invoices. SMCC will not be compensated for this work by the Parties.

4. **County, Ozark, and Nixa Responsibilities.** The County, Ozark, and Nixa shall each provide all information, data, and reports in each party's possession that is necessary for the carrying out of the work.

5. **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 SMCC is associated with a business entity, SMCCC 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, SMCC must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

6. **Assignment.** The Parties shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Parties.

7. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to the Parties 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 FAX 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.

8. **Compliance with Laws.** SMCC 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.

9. **Benefits.** SMCC shall not be entitled to any of the benefits established for the employees nor be covered by the respective Worker's Compensation Program of the County, Ozark, and Nixa, the parties.

10. **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.

11. **Entire Agreement.** This Contract contains the entire agreement of the parties. 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.

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

**CHRISTIAN COUNTY, MISSOURI,
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION**

By: _____
Ralph Phillips, Presiding Commissioner

By: _____
Lynn Morris, Eastern Commissioner

By: _____
Hosea Bilyeu, Western Commissioner

COUNTY CLERK:

By: _____
Kay Brown

APPROVED AS TO FORM:

By: _____
John W. Housley, County Counselor

CITY OF OZARK, MISSOURI

By: _____
Name:
Print name:

Approved as to form:

By: _____
City Attorney

CITY OF NIXA, MISSOURI

By: _____
Name:
Title:
Approved as to form:

By: _____
City Attorney

**CHRISTIAN COUNTY BUSINESS DEVELOPMENT
CORPORATION D/B/A SHOW ME CHRISTIAN
COUNTY**

By: _____
Name:
Title:

Board Chair: _____
Name:

RE: BUDGET AMENDMENT FOR A BROADBAND FEASIBILITY STUDY

Background:

In April, City Council approved an ordinance allocating funds to be paid to Springfield Utilities to conduct a Request for Qualifications (RFQ) process for a broadband feasibility study. This allocation was to cover the City of Nixa's share of the total costs. Springfield Utilities received several proposals from multiple companies and provided those to the Regional Broadband Initiative (RBI) Board. The RBI Board evaluated the proposals and selected the Broadband Group to conduct the study. The Broadband Group provided the attached scope of work, which was agreed on by all parties of the RBI board.

Analysis:

The total cost for the feasibility study is \$291,860. The same formula was used to calculate the city of Nixa's costs as was used for the RFQ process. This formula is based on the number of addresses within the city limits. The City of Nixa's portion of the cost share is 10.62% of the total costs. Therefore, the City of Nixa's portion is approximately \$31,000.

Recommendation:

Staff recommends approval of the ordinance allowing for a budget amendment in the amount of \$31,000 to cover the City of Nixa's cost share portion of the feasibility study. Staff also recommends these funds be allocated from ARPA funds that the City has received.

MEMO SUBMITTED BY:

Jimmy Liles | City Administrator

jiles@nixa.com | 417-725-3785

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR THE CITY'S PORTION OF THE FEASIBILITY STUDY FOR REGIONAL BROADBAND.

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

SECTION 2: 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.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

COUNCIL BILL NO. 2022-093

ORDINANCE NO. _____

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MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$31,000.00	10 - ARPA	Transfers Out	10-111-5490000	Current
\$31,000.00	11 - General	Transfers In – ARPA funds	11-100-40111	
\$31,000.00	11 - General	Professional Fees	11-100-5160000	

Explanation: To amend the current budget of the City of Nixa to appropriate funds for a cost share in a Broadband Feasibility Study.

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

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric	\$285,700
Water	\$1,138,977 (net)
Wastewater	\$385,107
ARPA	\$40,000
Admin	\$22,734.47 (net)
Legal	\$57,361
Economic Development	\$13,000
Police	\$110,329
Street	\$289,175
Park	\$47,500
Planning & Development	
TOTAL	<u>\$2,389,883.47</u>

THE BROADBAND GROUP



Rural Broadband Initiative

Scope of Services

Rural Broadband Network Feasibility Study

(RFQ 0000071052)

Prepared by:
The Broadband Group

Submitted: August 18, 2022

PROPOSAL COVER SHEET

Name of Vendor:	The Broadband Group
Address:	900 S. Pavilion Center Drive, Suite 155
City / State / Zip:	Las Vegas, NV 89144
Phone:	(702) 405-7000
Web Address:	broadbandgroup.com
Primary Contact:	Jeff Reiman, President
Primary Contact Email:	jreiman@broadbandgroup.com
Response Coordinator:	Robin Estrada
Coordinator Email:	restrada@broadbandgroup.com

BUSINESS INFORMATION

COMPANY OVERVIEW – THE BROADBAND GROUP

At The Broadband Group, connectivity extends beyond technology. It is about understanding how people live, how businesses work, and how communities thrive.

The Broadband Group (TBG), founded in 1997, is a full-service Technology and Telecommunications Advisory Firm focused on developing unique plans, specifications, and deployment strategies for the delivery of next-generation IP Voice, Video, Data, and Telemetry services for Master Planned Communities, Municipalities, Utility Companies, Broadband Service Providers, and Community Anchor Institutions. TBG is committed to creating value for clients through the formation, implementation, and operation of advanced broadband networks, designed to benefit the social well-being of the communities we serve. TBG empowers communities and municipalities to take full advantage of technology planning possibilities. We provide strategic financial planning, network design, regulatory analysis, and construction management oversight throughout the lifespan of a communications infrastructure project.

For over twenty-five (25) years, TBG has been at the forefront of ongoing issues and changes to regulatory policies, local governance, U.S. Federal Government Grant/Loan and Appropriations opportunities, and urban development/design policies. TBG's experienced and structured approach often drives reform and innovation, creating opportunities while exploring, developing, and implementing previously unidentified strategies for our clients. TBG creates broadband platforms that lead to economic development and growth, improved access to healthcare, and the expansion of educational and remote work opportunities. TBG was also a shareholder in Nevada Broadband Networks, co-recipient of a \$19.6MM Broadband Stimulus Grant, which was successfully sold to Las Vegas-based Switch Communications in February 2016.

TBG has developed Technology Master Plans™ and provided broadband planning advice for clients such as the cities of Ontario and Long Beach, CA, as well as large scale, Master Planned Communities such as Disney's Celebration, Forest City Stapleton, Summerlin (Howard Hughes Corporation), MeadWestvaco's Nexton, Metro Development Group, YarrowBay Holdings, Brambleton, and Newland Communities nationwide. TBG also has several utilities and municipalities as clients including Huntsville Utilities (Huntsville, AL), City Utilities (Springfield, MO), Roanoke Electric Cooperative (Aulander, NC), and Colorado Springs Utilities (Colorado Springs, CO).

In addition, TBG Network Services (TBGNS) is a wholly-owned subsidiary of The Broadband Group and is engaged in network engineering, design, and construction oversight for large-scale fiber projects including, Huntsville Utilities, City Utilities of Springfield, MO, and Roanoke Electric Cooperative. As part of these assignments, TBGNS leads network design decisions and material procurement processes with multiple industry vendors and contractors.

Headquartered in Las Vegas, NV, TBG holds offices in Irvine, CA; Denver, CO; Huntsville, AL; Springfield, MO; Colorado Springs, CO; and Raleigh, NC.

EXPERIENCE & QUALIFICATIONS

Cindy Reiman

Co-Founder & Chief Financial Officer



A founding Partner of the Firm, Cindy Reiman is responsible for financial management, investment strategies, personnel management, human resources, employees' benefits, payroll, and corporate operational policies of The Broadband Group and TBG Network Services.

Prior to joining The Broadband Group, Ms. Reiman served in clinical and supervisory positions as an Emergency and Critical Care Registered Nurse in the United States and Australia. Ms. Reiman also provided management support to various philanthropic organizations including the Sacramento Children's Home, as well as other public and private non-profit organizations. She has served as Board

President of local chapters of Florida, Georgia, and California Parent-Teacher Associations. She served as finance chair on the Board of Trustees for Planned Parenthood of the Rocky Mountains and is currently on the Nevada Advisory Board for Touro University, a private, non-profit higher and professional education institution in Henderson, Nevada.

At The Broadband Group, Ms. Reiman is a member of the Firm's Executive Committee and serves as an Owner/Officer on the affiliated TBG Network Services Inc.

Education

Samuel Merritt University – School of Nursing
Oakland, California

California State University, Hayward
Hayward, California

CCRN – The Alfred Hospital
Melbourne – Victoria
Australia

PROFESSIONAL AFFILIATIONS

California Nurses Association
Touro University of Southern Nevada Advisory Board
Urban Land Institute

Jeff Reiman President



Jeff Reiman brings a comprehensive understanding of technology, capital market structure, and entrepreneurial leadership to assist clients in developing broadband deployment strategies for cities, utilities, and large-scale development projects. As President, Mr. Reiman leads The Broadband Group (TBG) and TBG Network Services (TBGNS) in representing communities to identify achievable wired and wireless broadband strategies. TBG's influence and planning expertise has been instrumental in the creation of successful fiber broadband deployments in markets throughout the nation.

Prior to joining The Broadband Group, Mr. Reiman worked in the Boston office of Credit Suisse investment bank, on the Equities Sales and Trading Floor. Additionally, he has served on the International Sales & Marketing Team of Wave7 Optics, a Fiber-to-the-Home equipment supplier, managing the Mexico, Canada, and Caribbean regions.

Mr. Reiman began his career at the DC headquarters of a Presidential Campaign and is a graduate of Harvard University with a degree in Government. He currently serves as President of the Harvard Club of Nevada.

Education

Bachelor of Arts – Government
Harvard University
Cambridge, Massachusetts

PROFESSIONAL AFFILIATION

Urban Land Institute (ULI) – Lifestyles Residential Development Council
Harvard Club of Nevada - President

Patrick Thibeault

Chief Technology Officer



Patrick Thibeault serves as The Broadband Group's Senior Vice President and Chief Technology Officer after a notable ten-year career with Google Fiber and Alphabet. As a proven industry leader and visionary, he brings advanced design, engineering, and planning acumen to the TBG portfolio.

In his work as Technical Program Manager at Google Fiber, Mr. Thibeault was essential to the development of the Huntsville Utilities fiber network expansion and "Utility Smart Grid Model" initiative in Alabama. He also provided instrumental support for fiber-optic network acquisitions and leases in other municipalities.

Mr. Thibeault has a long history of successful collaboration and negotiation with Internet Service Providers in the U.S. and Asia Pacific Region. In his role with Google's Next Billion Users team, he utilized wireless technologies to bring the Internet to new and emerging markets in Southeast Asia through partnerships with business development teams and third-party Wi-Fi providers.

Mr. Thibeault began his career building, operating, and maintaining networks with the United States Marine Corps, IBM, Severn Trent Laboratories, and DoubleClick. In his role with The Broadband Group, Mr. Thibeault leads all engineering, design, and deployment activity for TBG Network Services, as well as The Broadband Group's Community Development and Municipal planning practice.

Additionally, Mr. Thibeault serves as Vice President of The Romito Foundation, a non-profit organization supporting the local Duchene Muscular Dystrophy community, which aims to improve the quality of life of those afflicted with DMD.

Education

Bachelor of Science, Computer Networking
Regis University
Denver, Colorado

Associate of Science – Data Processing Technologies
Hawaii Pacific University
Honolulu, Hawaii

PROFESSIONAL AFFILIATIONS

United States Marine Corps
The Romito Foundation

Frank Newsom *Sr. Vice President of Network Operations*



Frank Newsom, The Broadband Group's Senior Vice President of Network Operations, has more than 30 years of experience in the telecommunication industry. His expertise focuses on managing, developing, and building telecommunications and fiber-based infrastructure for Tier 1 communications companies such as Comcast, AT&T, Verizon, and others.

Having an extensive history of working in Huntsville, Alabama since 1993, Mr. Newsom now manages the construction oversight of Huntsville Utilities' 1,000-mile network expansion project. Google Fiber serves as the network's Anchor Tenant under the TBG-developed "Utility Lease Model" structure.

Mr. Newsom's background includes supervising both aerial and underground construction for large-scale projects, including hands-on underground and aerial applications surrounding a fiber-based infrastructure platform.

Education

Calhoun Community College
Huntsville, Alabama

Certifications

OSHA 10 Certified
Confined Space Certified

John McKinney *Director of Engineering*



John McKinney brings two decades of field experience that includes fiber network and copper network design, field installation of fiber, and FTTH projects for AT&T and Verizon. John has served as a designer and engineer for highly complex fiber projects. He has coordinated and served as a single point of contact for client project managers, engineers, and construction teams.

Mr. McKinney's experience includes network architecture, network design, telecommunications records, outside plant engineering, aerial design including pole loading and analysis, process design, and project management. He has coordinated and served as a single point of contact for client project managers, engineers and construction teams and provides optimum customer service to scope. He has reviewed financial statements, activity reports, and other performance data to measure productivity and goal achievement to determine areas needing cost reduction and process improvements.

Education

Bachelor of Science – Biological Science
Colorado State University
Fort Collins, CO

Darren Snead *Director of Network Operations*



Darren Snead, Director of Network Operations, has worked in the communications industry for over 26 years. Darren is a subject matter expert in all aerial and underground construction practices, policies, and procedures. Darren currently leads operations for TBG Network Services in Springfield, MO on the City Utilities city-wide fiber expansion project. The 1,100 mile fiber build, with CenturyLink as the network's anchor tenant, is scheduled to be completed in 4Q22, months ahead of schedule.

His background prior to joining TBG Network Services includes building and managing fiber-based infrastructures for companies such as Charter, WOW, and Verizon. Darren most recently worked with Charter Communications, as well as WOW in Huntsville, Alabama. Darren has managed both aerial and underground crews in network upgrades, new builds, and maintenance of current fiber infrastructures and also possesses a strong background in project and materials management.

Education

Alabama Technical College
Gadsden, Alabama

Certifications

SCTE Installation
NCTI Installation

Connie Walker *Operations Manager*



As Operations Manager, Connie Walker facilitates all aspects of administration and project responsibilities in relation to the City Utilities fiber network expansion project in Springfield, MO on behalf of TBG Network Services.

Having more than 20 years of senior management experience in telecom, Connie provides support for: engineering, construction, and finance personnel. This includes materials management as well as daily interaction with clients and vendors to ensure successful project implementation.

Connie is a graduate of Ottawa University, with a Bachelor of Business degree focusing in Management. Prior to joining TBG Network Services, Connie's experience included: strategic planning, client management, contracts, human resources, service delivery, service assurance, and project coordination.

Education

Bachelor of Business – Management
Ottawa University
Overland Park, Kansas

Andrew Hurry

Senior Financial Consultant



As Partner for Britehorn Partners, Andrew Hurry provides services as The Broadband Group's Strategic Partner and Senior Financial Consultant. Britehorn Partners is an M&A Firm that specializes in Technology, Media, and Telecommunications.

Mr. Hurry has over twenty-five years of high-level business experience, including corporate business development, financing, and business operations. His recent engagements in the U.S. have included strategic consulting and business development for Fiber and Telecommunications companies, including Huntsville Utilities with Google Fiber, City Utilities & CenturyLink, DAS wireless services, and regional financial models for municipalities and larger master-planned

developers.

Mr. Hurry drafted the Financial Models for the Huntsville Utilities and City Utilities – Anchor Tenant Network Agreement(s) in place today. His relevant experience includes:

- Strategic Financial Consultant to The Broadband Group, providing business advice and detailed financial analysis related to access and middle mile networks for dark fiber and lit services. Clients include developers, real estate owners, municipalities, and utilities across the U.S.
- Huntsville Utilities – Strategic financial planning, financial model development, and negotiation with Google Fiber as an Anchor Tenant providing residential services to 100,000 homes.
- City of Ontario, CA – Financial Due Diligence of Frontier Communication's acquisition of Verizon's fiber assets.
- Splice Communications – Financial Due Diligence related to the potential acquisition of a CLEC in California.
- \$32M sale of a wireless services company involved in the design, development, and construction of small-cells and DAS systems for National Carriers.
- Led project for the development of financial and strategic plan and financing for the construction and operation of a \$200M fiber and wireless telecommunications company to rural under-served markets in Germany.
- Prepared financial models and investment projections for the submission of a \$40M ARRA government grant application to build out broadband networks and service for remote and unserved populations across the U.S.
- Engaged to develop compelling business case and financial model for \$300M grant application under RUS BTOP Program. Defined strategy to attract and close strategic equity investment of \$60M and oversee definition of preliminary network maps for WiMax deployment in underserved Native American reservations and rural communities across the U.S.

Education

Master of Business Administration – University of London
London, United Kingdom

Financial Registrations

FINRA Series 7, 24, 28, 63

Keller & Heckman LLP **National Communications Law Practice**

Keller and Heckman LLP (K&H) has had, for over 50 years, an elite national communications law practice based in Washington, DC. K&H works with scores of national, regional, state, and local authorities, associations, agencies, and other entities in more than 40 states on a wide range of communications and/or communications infrastructure issues. K&H has deep knowledge and decades of hands-on experience with legal services of the kind described in this RFP.



Jim Baller will serve as project leader for K&H. The Fiber to the Home Council (now the Fiber Broadband Association) has observed that he is “widely regarded as the nation’s most experienced and knowledgeable attorney on public broadband matters.”

Jim Baller and the K&H legal team will assist with two items on this City of Springfield/Regional Broadband Initiative: Item 2 – Policy Analysis and Item 6 – Utility Formation Study. During the last several years, K&H has been working with the Missouri Alliance of Municipal Utilities and the Missouri Power Utility Alliance to analyze and respond to legislation that could adversely affect its members. K&H has also helped clients identify, understand, apply for, and comply with the terms and conditions of broadband stimulus grants or loans.

The firm’s telecommunications team advises clients on fixed, mobile, and broadband wireless matters. It represents infrastructure owners of all kinds in pole, conduit, and other siting matters. It advises and represents clients in a wide range of proceedings, including FCC rulemakings, regulatory compliance and enforcement actions, spectrum acquisitions, and funding competitions.

RVA, LLC. **Market Research & Consulting Firm**

RVA is a privately-owned market research consultancy with a nationally respected brand identity. RVA possesses decades of experience in diverse market research services to a wide range of firms, from Fortune 100 corporations to promising start-ups. RVA is a recognized national leader for advanced market research within the fiber broadband industry.

RVA regularly works with numerous related entities in this field, including the North American Fiber-to-the-Home (FTTH) Council, vendors such as Verizon, Corning, and Clearfield, and is frequently sought for expert opinion in industry and national publications.

For work in the FTTH field, RVA Principal, Michael Render, received the 2005 Cornerstone Award from Broadband Communities Magazine and the 2007 Star Award from the North American FTTH Council. As part of its due diligence process, the FTTH Council had RVA’s work peer-reviewed in 2013, and RVA was praised for its thorough methodology. In addition to national and regional assignments, RVA has conducted over 30 studies involving real estate or community-related projects, including communications research for individual communities or housing developments.

RVA Principal, Michael Render, holds an MBA from the University of Tulsa. Prior to forming RVA in 1990, he was Market Research Director and then Marketing Director for an international consumer electronics company. His extensive professional history includes market research, advertising, public relations, and international sales.

PROFESSIONAL REFERENCES



City of Long Beach, CA – TBG was first engaged in 2016 by the City of Long Beach, California to develop its **Fiber Master Plan** initiative addressing the **Market Research, Engineering and Design Assessment, Financial Modeling, and Operational Metrics** related to the development of a long-term strategic Broadband Access Plan for the City. TBG has been approved by the Long Beach City Council to move forward with the implementation of the Fiber Master Plan.

Lea Eriksen
Director of Technology & Innovation
City of Long Beach
Lea.Eriksen@longbeach.gov
(562) 570-7773

Eric Lopez
Director of Public Works
City of Long Beach
Eric.Lopez@longbeach.gov
(562) 221-6431



City of Ontario, CA – The City of Ontario engaged TBG in 2014 to **Assess, Design, and Financially Model the Operational Structure and Technical Requirements** for the citywide “OntarioNet” broadband initiative. TBG also provided guidance in developing a **Commercial Technology Survey**, used to evaluate the attitudes and perceptions of broadband service within the City. TBG has defined and detailed Conduit Specifications, as well as made recommendations regarding appropriate intra-city department structure and

personnel requirements related to network management. TBG continues to support the City of Ontario in their high-speed Internet initiative by providing industry guidance and counsel.

Jimmy Chang
Director of Innovation, Performance, & Audit
City of Ontario
JChang@ontarioca.gov
(909) 395-2033

Scott Ochoa
City Manager
City of Ontario
SOchoa@ontarioca.gov
(909) 395-2555



City of Huntington Beach, CA – Engaged by the City of Huntington Beach in 2020, TBG provided **Broadband Strategic Guidance & High-Level Scenario Analysis** which addressed **Overall Technology Planning, a Facilities Assessment, and a Financial Analysis**. After conducting interviews and educational sessions with City staff (i.e., City Manager’s Office, Public Works, Police, Administrative Services, etc.), TBG presented findings and recommendations to the city’s Smart Cities committee on deployment strategy, access condition, and general direction of infrastructure

elements required for deployment of wired and wireless broadband facilities by the City and its Service Providers. TBG also provided high-level financial guidance, considerations, and preliminary estimates for potential capital expenditure, revenue potential, and ROI on different broadband investment scenarios.

Sean Crumby
Director of Public Works
City of Huntington Beach
Sean.Crumby@surfcity-hb.org
(714) 374-5348

John Danka
Senior I.T. Manager
City of Huntington Beach
John.Danka@surfcity-hb.org
(714) 960-8893



HUNTSVILLE UTILITIES
ELECTRICITY • NATURAL GAS • WATER

Huntsville Utilities - Engaged TBG in 2013 to conduct a **Feasibility Study and Implementation Plan** related to telecommunications and utility control infrastructure for the municipally owned utility. TBG defined requirements related to

expanding the scale of existing infrastructure, supporting a fully-integrated broadband network, and serving public facilities. In addition to infrastructure and process review, TBG conducted citywide **Market Research**, inclusive of an **Institutional Market Study and Take Rate Regression Analysis** throughout HU's serving footprint. **TBG Network Services (TBGNS)** was tasked with managing the construction oversight and quality assurance monitoring of the network. The Huntsville Network will pass 108,000 residential units in the Huntsville market - a landmark achievement. In 4Q2020, Huntsville Utilities completed a full build-out of the Huntsville Utilities' Fiber Transport Network, with Google Fiber serving as the network's Anchor Tenant under the Utility Lease Model™ structure developed by TBG.

Wes Kelley
President/CEO
Huntsville Utilities
Wes.Kelley@hsvutil.org
(256) 535-1200



City Utilities (Springfield, MO) – Engaged by City Utilities in 2017, TBG developed a **Fiber Network Expansion Plan** which addressed **Market Research, Engineering and Design Assessment, Financial Modeling, and Evaluation of Internal Operational Metrics** for the municipally-owned utility. In August 2019, with TBG's support, City Utilities announced a 1,100-mile network expansion initiative that, when complete, will pass more

than 105,000 homes and offer Gigabit services to homes and businesses via Anchor Tenant Quantum Fiber. By implementing the proven TBG Utility Lease Model™, there will be no increase in utility customer rates. The initiative also marked the second time that a qualified Broadband Internet Service Provider was able to competitively enter a new market that was formerly served only by established Incumbent Providers.

Jeff Bertholdi
Director
SpringNet
JBertholdi@springnet.net
(417) 831-8359



Colorado Springs Utilities (Colorado Springs, CO) – Colorado Springs Utilities (CSU) is the latest and largest municipally-owned utility to implement The Broadband Group's (TBG) **Utility Lease Model™**. CSU first engaged TBG in 2020 to conduct an **Institutional Broadband Network Analysis & Expansion Feasibility Assessment**, later implementing TBG's Utility Lease Model to fund citywide expansion of

advanced fiber infrastructure for utility operations without increasing rates for utility customers. The cost of the utility's investment is significantly offset by a non-exclusive lease of excess bandwidth in the fiber network to an Internet Service Provider (Ting) that delivers gigabit Internet to residents and businesses.

Brian Wortinger
Manager, Fiber Optics & Telecommunications
Colorado Springs Utilities
BWortinger@csu.org
(719) 668-6753

PROJECT SCOPE

RURAL BROADBAND NETWORK FEASIBILITY STUDY

1. **Technology & Trends Review**

Description: Access to advanced connectivity increasingly shapes the decisions of where we live, work, shop, and socialize. The technologies that are now considered necessary to daily living require ubiquitous access to high-performance wireless and wired (fiber) infrastructure. For over twenty-five (25) years TBG has helped to shape and lead the telecommunications industry in creating sustainable business plans supporting investments in fiber broadband infrastructure in markets nationwide.

Leveraging decades of best practices and lessons learned, TBG will present a forward-thinking overview of the wired and wireless broadband industry, emerging technologies, and realistic capabilities as it relates to the implementation of large-scale fiber networks. In addition to a written summary as part of the Final Report, TBG will lead in-person planning and training sessions with RBI stakeholders. Content and information would include:

Understanding Fiber

- Fiber vs. Coax vs. Copper
- Defining Bandwidth & Gigabit+ Speeds
- Fiber-to-the-Home (FTTH) Increases Property Value
- Wireless (cellular & Wi-Fi) as a Complimentary Technology
- Leveraging Dark Fiber
- Various Network Architectures (Centralized vs. Distributed Split)

Application for Rural Broadband Initiative

- Business Case Options
- Network Design Priorities
- Construction Considerations (Aerial vs Underground)
- Performance Measurements & Industry Standards
- Typical Design Considerations
- Poles & Make Ready Engineering

2. **Policy Analysis**

Description: TBG, with its partner Keller & Heckman LLP (K&H), will review and analyze the current applicable federal and Missouri communications laws, policies, and regulations governing the proposed public network and the services to be offered, including all applicable federal and state communications regulatory compliance requirements. The analysis will contain a “red flag” review of the key legal and regulatory requirements as well as pending future legal developments that could impact the RBI. While the analysis will focus on communications laws, it will also identify at a high level other key legal and regulatory non-communications issues that may need to be addressed as part of the project, including bond and tax issues.

Based on this analysis and working with members of the RBI, K&H will make recommendations as to how best to structure the RBI’s potential approach to comply with applicable legal and regulatory requirements, including positioning the RBI to address legislative changes and funding opportunities as the broadband provisions of the Infrastructure Investment and Jobs Act (“IIJA”) is implemented.

The specific structural recommendations would then be developed based on further input and guidance from RBI Board.

It is likely that the State of Missouri will be formulating its responses to National Telecommunications and Information Administration’s implementation of the IIJA’s Broadband Equity Access and Deployment (“BEAD”) Act at the same time as the initial legal and regulatory analysis is undertaken and therefor the analysis will be adjusted as necessary to address changes and opportunities brought about because of BEAD Act funding opportunities within the State.

3. **Service & Infrastructure Analysis**

Description: TBG will perform desktop analysis of the incumbent Internet Service Providers’ (ISP) existing broadband infrastructure within the RBI serving footprint, evaluating the bandwidth and capacity of the “as is” infrastructure layout. TBG will work with RBI stakeholders’ staff to determine if the existing or planned infrastructure components are sufficient for the present and future bandwidth requirements of both public and private entities.

Outcomes of the analysis will include GIS maps illustrating the physical extent of fiber-optic lines, service areas, incumbency, and level of services provided. TBG notes that information will be limited to the information that can be found/made available (i.e., is publicly available) and might be constrained by limited access permitted by incumbent service providers.

As RBI explores opportunities for service models that could be utilized to advance investments in new or improved broadband facilities, it will be critical that any approach be made with an appreciation of the core metrics of the broadband industry. TBG has created successful service models for both incumbent service providers ([Verizon's first FTTH network \(2002\)](#), [Qwest/CenturyLink/ Lumen's first FTTH network \(2005\)](#)) as well as for [utilities](#) and [cities](#), but cautions that every market introduces unique challenges that must be fully addressed when exploring potential deployment and operating models.

TBG uniquely brings twenty-five (25) years of industry experience with best practices and lessons learned that will be applied to the analysis of potential service models for RBI. Identified service models would include Municipally provided services, [Utility Lease Model](#), and private investment by qualified service and/or infrastructure providers.

4. **Site Analysis**

Description: TBG will complete a desktop and onsite targeted site analysis of the RBI serving footprint's public assets that can be used in the creation of the proposed fiber network design, construction, and operation. Both physical assets and related regulatory considerations will be reviewed including pole, conduit, and other wired and wireless infrastructure placement issues and priorities.

Access to poles will be a particular focus as this could have material impacts on the construction costs and timelines for a potential fiber network. TBG, together with sub-contractor K&H has extensive experience in this regard. Specifically, K&H represents utility infrastructure owners in negotiating regulated and non-regulated wireline and wireless attachments to infrastructure and in litigating attachment and access disputes against cable operators, telecommunications carriers, and wireless infrastructure companies under federal and state pole attachment laws and regulations.

5. **Market Analysis**

Description: TBG will complete an investment grade scientific market research study that will use a combination of various surveying methods such as online, telephone, and mail to get the best sample of various demographics in the community at the best possible value.

- **Community-Wide Market Study (Residential)**

Description: A primary survey of residents within the RBI service footprint to assess current satisfaction with existing Providers and services, interest in potential new service(s) such as Gigabit Internet offerings, level of acceptance of costs (current and anticipated), overall interest in possible Government provided services, projected take rates, potential ARPU (Average Revenue Per User), and future marketing messaging and positioning.

- **Community-Wide Market Study (Commercial)**

Description: A primary survey of businesses within the proposed service footprint will be completed to assess current satisfaction with existing Providers and services, interest in potential new service(s) such as Gigabit Internet offerings, level of acceptance of costs (current and anticipated), overall interest in possible Government provided services, projected take rates, potential ARPU (Average Revenue Per User), and future marketing messaging and positioning.

6. **Utility Formation Study**

Description: TBG, with its partner Keller & Heckman LLP (K&H), will provide legal, planning, and policy analysis surrounding the requirements and steps necessary to create a regional public broadband utility in Missouri. K&H will review and assist in the development of recommendations on possible regional public utility models for achieving the RBI's objectives.

Peer Analysis: There are a number of long-standing regional municipal consortia and multi-community broadband networks in operation around the country. While no two community broadband networks or regions of the country are identical, with each community having its own specific needs and considerations, it is nevertheless often useful for community leaders seeking to develop a new network to understand and learn from other similarly situated networks. As part of the Utility Formation Study, TBG and H&K will perform a survey of other comparable regional collaborations to provide further insight into benefits and potential challenges of various structures.

Programming & Finance Evaluation

Description: A key aspect of the overall Project scope is the development of an iterative, functional Financial Model to evaluate different investment or partnership structures for the Project (including operating, revenue, and Financing Models) and assisting the RBI in determining the optimal business strategy. The Model will also provide guidance related to industry-specific knowledge that may impact the financing and marketing of the proposed infrastructure investments.

7. Financial Model

Description: TBG will develop a 10-year Financial Model that will facilitate the market selection process, including an evaluation of the impact and sensitivity of the following assumptions:

- Revenue sources, including various product offerings and pricing variability (e.g., leased space/facilities, internet backhaul, services)
- Capital Expenditure requirements based on preliminary engineering assessments (e.g., fiber construction, construction methods, building specifications, electronics requirements) and the Feasibility Design
- Industry-standard Operational Expenses, including estimated headcount needs
- Changes in construction timelines and schedules
- Rapid comparison of multiple scenarios and business cases

The Financial Model will provide a tool to evaluate business options and is not designed as a detailed budget for construction. The Model will provide comprehensive ownership/operational structural overviews to outline aspects of investment, risk, return, and financing of various operational/financial solutions.

Such Owner/Operation Business Models will be evaluated to include, but are not limited to:

- Capital Construction Costs (based on available market engineering and construction costs data)
- Operating Income and Cash Flow with Complete Financial Statements
- Projected Revenues and Benefits
- Uses and Sources of Funds / Operational Expenses / Depreciation Schedule
- Debt Service Analysis
- Multiple Scenarios with Key Assumptions

Each of the Operating Concept Models will be summarized to describe the merits, as well as potential disadvantages of each scenario, together with recommendations for improved financial performance. In correlation with the engineering and market assessments and recommendations, financial options will be ranked and recommended according to the viability potential of the identified Business Models. TBG will explore various business structures to mitigate risks and growth inhibitors.

Project Identification & Final Recommendations Report

8. **Project Identification**

Description: Utilizing the information gathered in the analysis, TBG will present a proposed project plan or plans that may lead to the creation of a reliable high-performance broadband network throughout the RBI's counties and cities. Key elements of the proposed project plan(s) will include:

- Business Model Options
- Cost Estimates for Each Business Model
- Broadband Network Business Model Recommendations
- Network Design Considerations
- Regulatory Assessment Related to Elements of Business Models and Customer Base
- Market Research
- Technology Recommendations and Material Procurement Options
- Summary Operational Plan
- Presentation of Findings to Management
- Construction Management Strategy

TBG would work with the RBI stakeholders in a way that "personalizes technology," with lessons learned from industry-leading initiatives, along with sound data supporting the impact and value that telecommunications and technology can bring to the economic development agenda of the rural Missouri planning area.

9. **Final Report**

Description: Through the implementation of the elements outlined in this Scope of Services, The Broadband Group will support the RBI in its efforts to ensure a more productive and connected broadband future.

Focused initially on residents and businesses, TBG will draw on its experience to position the RBI Fiber Network to serve as a foundation for both wireline and terrestrial wireless applications, and IP enabled services supporting the delivery of Government Services, Telehealth, Distance Education, Public Safety Services, and Job Creation – all combining to attract innovators to any community, residents to any property, and tenants to any commercial building.

The Final Report will summarize key findings expressed in the RBI's Rural Broadband Network Feasibility Study.

WORK PLAN SUMMARY - BUDGET

PROFESSIONAL TIME/RESOURCE ESTIMATE

SUBJECT	AVG. HOURS PER MONTH	RESOURCE	MONTHS OF ACTIVITY	ESTIMATED BUDGET*
Technology & Trends Review	24	Business & Network Planning	1	\$ 6,360
Policy Analysis	35	Business & Network Planning	4	\$ 37,100
Service & Infrastructure Analysis	35	Principal Engineering	4	\$ 42,000
Site Analysis	24	Business & Network Planning	2	\$ 12,720
Utility Formation Study	28	Business & Network Planning	4	\$ 29,680
Programming & Finance Evaluation	30	Financial Analysis	4	\$ 36,000
Project Identification	50	Business & Network Planning	4	\$ 53,000
Final Report	50	Business & Network Planning	2	\$ 26,500
Administration/Operations	10	Operations	6	\$ 9,000
TOTAL (Material Expenses billed separately as costs are incurred)				\$ 252,360

MILESTONE DELIVERABLES

DESCRIPTION	
Market Research Study & Analysis (Consumer)	\$ 23,600
Market Research Study & Analysis (Business)	\$ 15,900
TOTAL	\$ 39,500

Major Deliverables to be billed as costs are incurred (including Term ending Summary Reports)

TRAVEL

DESCRIPTION
Travel at Cost & As Approved

Travel expenses submitted only as costs are incurred.

TOTAL

DESCRIPTION	COST
Professional Time/Resource Estimate	\$ 252,360
Licensed Milestone Deliverable Cost	\$ 39,500
TOTAL (+Travel at Cost & As Approved)	\$ 291,860

TERM: September 6, 2022 – March 1, 2023

PROFESSIONAL FEES

RESOURCE	RATE	RESOURCE	RATE
Business & Network Planning	\$265/hour	Principal Engineering	\$300/hour
Financial Analysis	\$300/hour	Operations	\$150/hour

PROPOSED PROJECT TIMELINE

RURAL BROADBAND NETWORK FEASIBILITY STUDY

Task	Start Date	End Date
Notice of Award	August 29, 2022	
Project Kickoff	September 6, 2022	
1. Technology & Trends Review	September 6, 2022	October 7, 2022
2. Policy Analysis	September 6, 2022	December 31, 2022
3. Service & Infrastructure Analysis	October 1, 2022	January 31, 2023
4. Site Analysis	October 1, 2022	November 30, 2022
5. Market Analysis	TBD	TBD
6. Utility Formation Study	October 1, 2022	January 31, 2023
7. Programming & Finance Evaluation	October 1, 2022	January 31, 2023
8. Project Identification	November 1, 2022	February 28, 2023
9. Final Report	Estimated Delivery Date: March 1, 2023	
Total Estimated Project Duration		Six (6) Months

Note: Timeline is a high-level estimate and is subject to change as discussions with RBI stakeholders evolve.



SAMPLE AGREEMENT & NOTICE TO PROCEED

RURAL BROADBAND NETWORK FEASIBILITY STUDY

If approved, please execute, and return one (1) copy to The Broadband Group, 900 S. Pavilion Center Drive, Suite 155, Las Vegas, NV 89144.

NOTICE TO PROCEED INDICATES APPROVAL OF:

- SCOPE OF WORK
- FEE AND REPRESENTATION SUMMARY TERMS AND CONDITIONS

AGREED AND ACCEPTED

The Broadband Group

By: Jeffrey M. Reiman

Date: August 18, 2022

Title: President

Signature: _____

Rural Broadband Initiative (RBI)

By: _____

Date: _____

Title: _____

Signature: _____

Unless informed to the contrary in the space provided below, the monthly invoices and reports will be sent to the attention of the individual executing this agreement:

Name: _____

Title: _____

E-mail Address: _____

Invoicing Address: _____

Telephone Number: _____

Term: September 6, 2022 – March 1, 2023

Reference: August 18, 2022

Re: Professional Technology Planning Consulting Services
Rural Broadband Initiative (RBI)
 Rural Broadband Network Feasibility Study (RFQ 0000071052)



SAMPLE FEE AND REPRESENTATION SUMMARY

We would be pleased to accept this assignment. This letter Agreement sets forth the terms of engagement. Our references to "you" or "your" in this letter agreement are intended to refer to the identified representative on behalf of the Rural Broadband Initiative Board (RBI).

CONSULTING SERVICES TO BE PROVIDED BY THE BROADBAND GROUP. We would agree to provide the services outlined in this proposal. In addition, we would perform such other business matters as you may request from us from time to time and to which we agree.

WHO WILL PROVIDE CONSULTING SERVICES. It is the practice of The Broadband Group (TBG) to assign a principal Consultant to each representation. Subject to the supervisory role of the principal, your work, or parts of it, may be performed by other consultants, engineers, and operations staff at or in TBG. Such delegation may be for the purpose of involving such consultants, engineers or operations staff with special expertise in a given area or for the purpose of providing services on an efficient and timely basis. Upon request, we will advise you of the names of those individuals who have worked or who we anticipate will work on your engagement.

RESPONSIBILITIES OF THE BROADBAND GROUP. It will be our responsibility to perform the services called for under this agreement, to take reasonable steps to keep you informed of progress and developments and to respond promptly to your inquiries and communications. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the effectiveness of certain strategies and courses of action or statements of opinion regarding the outcome of this engagement are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by the extent of our knowledge of the facts and are based on the state of the industry, applicable regulatory law, or practical applications at the time they were expressed.

CLIENT RESPONSIBILITIES. In order to enable us to perform these consulting services, please provide us with all background information on your community or business available to you that may be necessary for us to perform our services or that we may reasonably request, and update us regarding any changes in such information.

Additionally, please advise us whether any document we have prepared or received and sent to you for your approval or review reflects and is consistent with your understanding and expectations in this engagement.

Upon engagement, we ask that you not sign any document related to telecom infrastructure financing or Telecommunications Service Provider access consideration until the Rural Broadband Network Feasibility Study deliverable is complete or without first having reviewed and sought our mutual approval. This is very important so as to not restrict any opportunity that might maximize the opportunities and business elements of a Plan or future investment.

We will request that you designate someone as your authorized representative to direct us and to be the primary person to communicate with us regarding the consulting services to be provided during the engagement as described in this letter agreement. This designation is intended to establish a clear line of communication and authority and to minimize potential uncertainty in communication.

BILLING. We account for all the time our consultants and other professional personnel spend working on your matter, such as conferences with you or with others on your behalf, telephone conferences, correspondence, research, preparation and revision of documents, preparation for and appearances with carriers, customers, regulators, etc. We will keep records of the time each of our consultants and staff devote to this engagement. We record our time in units of quarters of an hour. In addition to fees for services rendered, expenses incurred by us on your behalf will be billed to you.

Our invoices describe the work performed by each person and the date such work was performed. Each entry also shows the amount of time expended and the total billing rates for that entry.

FEE STRUCTURE. All fees have been outlined in our Scope of Services. We change our billing rates from time to time based upon changes in our costs, each consultant's expertise, and other conditions. If hourly rates are changed, you will be notified on your monthly billing invoice. If you have questions concerning any new rates, please contact us immediately. Unless you object promptly to such new rates, we will proceed based upon the new rates.

GENERAL DISCLOSURES AND REQUESTS FOR CONSENT. We recommend that the City Utilities of Springfield review the terms of this letter agreement (this Fee & Representation Summary) to ensure that it is agreeable to you, that it adequately reflects your understanding of the relationship this letter agreement establishes, that the fees and other compensation are fair and reasonable under the circumstances, that the disclosures that follow are clear, and that the waivers and consents are reasonable. City Utilities of Springfield's approval of our Agreement shall constitute acknowledgement of this Fee & Representation Summary. If you have any questions or concerns, please do not hesitate to contact us.



SUSPENSION OF ENGAGEMENT. If you want us to stop working on your matter, you must notify us promptly. If you fail to fulfill any of your responsibilities to us as set forth in this letter agreement, including your responsibility to pay our billings in a timely manner, we may stop work on this engagement until the problems are corrected or as it may become necessary for us to withdraw from your representation.

TERMINATION OR WITHDRAWAL FROM REPRESENTATION. The consultant-client relationship is one of mutual trust and confidence. We encourage our clients to inquire about any concern relating to the matter, our representation, our fee arrangements, or our monthly invoices.

You may terminate our representation upon thirty days' notice, with or without cause. If termination occurs, your papers and property will be returned to you upon request. Our own files pertaining to the project and assignment will be retained. Termination of our services will not affect your responsibility for payment of services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We try to identify and discuss with our clients any situation that may lead to our withdrawal. If withdrawal becomes necessary, we will give you notice of our intention to withdraw.

OTHER STANDARD TERMS OF THIS LETTER AGREEMENT

Severability in Event of Partial Invalidity. If any provision of this letter agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire letter agreement will be severable and will remain in effect.

Nevada Law. This letter agreement is deemed to be entered into at our office in Las Vegas, Nevada and shall be interpreted according to Nevada law, excluding its conflict of laws provisions.



The Broadband Group & TBG Network Services
900 S. Pavilion Center Drive • Suite 155
Las Vegas, NV 89144
broadbandgroup.com • 702.405.7000



RE: CONTRACT RESOLUTION WITH INVOICE CLOUD, INC. FOR PAYMENT PROCESSING SERVICES

Background:

In May of this year the City entered into a contract with BS&A for an Enterprise Resource Planning (ERP) system. BS&A partners with 2 different 3rd party providers that furnish services that integrate with their system. One of those services is payment processing, provided by Invoice Cloud, Inc. This service will allow the City to accept credit and debit card payments both in person and online, over the phone (IVR) payments, electronic bank bill pay payments, e-checks, Apple Pay Google Pay and PayPal payments, text payments, and non-invoice payments (payments other than utility bills). This service also has a robust online system allowing customers to sign up for auto pay, see their payment history, and sign up for paperless billing. A pricing analysis was performed, and a fully absorbed pricing model was developed in order to better serve our customers. This means that the City will absorb all processing fees associated with these payment services instead of passing part of them on to the customer as we currently do.

Analysis:

Staff has spent time researching the services that Invoice Cloud provides and has spent time with their consultants to preview their offerings. During this discovery process, it was determined that Invoice Cloud has the capability to integrate with our current software provider – and there will be no cost associated with switching to BS&A at time of conversion. The pricing difference is a little over \$1,000 per month more than what we currently pay – even with the fully absorbed pricing model due to the fact that when all costs are absorbed by utility companies, there is a lower transaction rate for Visa/Mastercard/Discover transactions (a utility rate). Additionally, Invoice Cloud has a high rate of customer enrollment in auto pay and paperless billing which saves the City money in the long run.

Recommendation:

Although the conversion to the new ERP system will not take place until mid-year next year, the benefits and services offered by Invoice Cloud warrant the early transition to this piece of the ERP system. Staff recommends passage of this resolution.

MEMO SUBMITTED BY:

Jennifer Evans | Director of Finance

jevans@nixa.com | 417-724-5625

RESOLUTION NO. 2022-095

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH INVOICE CLOUD, INC. FOR PAYMENT PROCESSING SERVICES.

WHEREAS City staff have solicited proposals for payment processing services; and

WHEREAS at the conclusion of the solicitation process, City staff determined that Invoice Cloud, Inc. submitted the best proposal; and

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

NOW, THEREFORE, BE IT RESOLVED 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 "Resolution Exhibit A," with Invoice Cloud, Inc. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 26th DAY OF September, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

RESOLUTION NO. 2022-095

47

48 APPROVED AS TO FORM:

49

50

51 _____
CITY ATTORNEY

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

Biller Agreement

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not

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responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

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Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

City of Nixa, MO

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the city of Nixa (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the city of Nixa to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / the city of Nixa
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with Tyler-Incode. The integration for the city of Nixa will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
- First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Credit Card Expiration Notification
 - Scheduled Payment Confirmation
 - AutoPay Reminder Notification
 - FlexPay Confirmation Notification
 - Scheduled Payment Reminder
 - Paperless Off Confirmation
 - Online Bank Direct Payment Receipt
 - Check 21 Payment Receipt
 - Linked Accounts First Notice Notification
 - Linked Accounts Second Notice Notification
 - Linked Accounts Third Notice Notification
 - AutoPay Off Confirmation
 - Conveyed Customer Notification
 - Multiple Registered Customers Welcome Email
 - Recurring Scheduled Payment Confirmation
 - Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller*.

10. Marketing

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. AgentConnect™

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay

- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

15. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the city of Nixa, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

(Please see next page for signatures required to acknowledge this document)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Nixa, Missouri

Invoice Cloud, Inc.

By: _____

By: Kevin W. O'Brien

Printed Name: _____

Printed Name: Kevin W. O'Brien

Title: _____

Title: President

Date: _____

Date: 9/9/2022

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Modules & Features	Tyler Technologies - Incode	
PRODUCTS		
Invoice Types	Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Invoice Cloud FTP	As Needed
Payments	Lockbox/Payment File	Daily
AutoPay Flags	Manual via Biller Portal	As Needed
Paperless Flags	Manually via Biller Portal	As Needed
Account Balances	Adjustment/Balance File - FTP	As Needed
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As Needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Link to PDFs	Preferred	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment File
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION						
IC Sales Rep	Adam Ek			Vertical	Local Gov (Util, Tax, Misc)	
Order Date	9/8/2022			Billing Software	Tyler - Incode	

BILLER INFORMATION						
Ownership Type	Government		Phone	417-725-3785	Fax	
Legal Name	City of Nixa		Website URL	https://www.nixa.com/		
Address 1	715 West Mount Vernon Street		Bus. Open Date			
Address 2			Federal Tax ID			
City	Nixa		<i>*Federal Tax ID and Legal Name must match on all documents</i>			
State	MO	ZIP				

BILLER CONTACT			
Primary Contact Name	Jennifer Evans		
Phone	417-724-5625		
Email Address	jevans@nixa.com		

SIGNING AUTHORITY					
Name	Jimmy Liles		Title	City Administrator	
Phone	417-725-3785	Fax		Email Address	jliles@nixa.com

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
Note: Must include voided business check or bank letter for each unique account			
Billing Method	Monthly Invoice		
Routing #		Last 4 Acct #	

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00
Invoicing - Biller Portal Access Fee	Monthly	Fixed (\$)	\$150.00
Invoicing - Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.15

HARDWARE					
Card Reader Type	Swipe Only	Quantity	6	Cost per Reader	\$5.00
Card Reader	IDTech SREDKey			Billing Interval	

Shipping Address (if different than location address)		
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DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING			
Full EBPP for utilities. Migrating ACH/Autopay to Invoice Cloud. All existing paperless enrollments are not to be charged by Invoice Cloud. Cloud Stores for misc. payments.			

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Approved as to form:

Nick Woodman, City Attorney

Accepted by Invoice Cloud, Inc.:

X

Kevin W. O'Brien

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

CERTIFICATE OF FINANCIAL OFFICER

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

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utilities	Pricing Model	Non-Submitter	
--------------	-----------	---------------	---------------	--

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000

Avg CC Transaction \$	148.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	10000
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees
All Payment Sources	ACH/EFT		\$0.75		Yes
Migrated ACH Auto Pay	ACH/EFT		\$0.50		Yes
IVR	All Payment Methods		\$0.95		Yes
All Payment Sources	Credit/Debit/PayPal	.45%	\$1.00		Yes
Online Bank Direct	All Payment Methods		\$0.20		Yes

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal			\$125000.00	
All Payment Sources	ACH/EFT			\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		
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NOTES / SPECIAL HANDLING

Full EBPP for utilities payments.

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Cloud Store - TBD	Pricing Model	Non-Submitter	
--------------	-------------------	---------------	---------------	--

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
300	300	300	300	300	300	300	300	300	300	300	300

Avg CC Transaction \$	100.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	300
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	.45%	\$1.00		Yes
All Payment Sources	ACH/EFT		\$0.75		Yes

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal			\$125000.00	
All Payment Sources	ACH/EFT			\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	
-----------	--	---------------	--

NOTES / SPECIAL HANDLING

Cloud Store - TBD

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	11	2	13
August	14	1	15
September			
October			
November			
December			
Total	103	655	758

Business Name	Business Physical	Business Description
Callahan Heating & Cooling	2317 W. Sorrento Ct	HVAC
Hill Craft Construction	2401 W. Old Rte. 66 (Strafford, MO.)	Contractor
The Maze	423 W. South St.	Antique Store
Base Construction & Mgmt. LLC	620 W. Republic Rd. Ste. 101 (Spfld)	Contractor
Chill Zone	519 N. Dublin	Mobile Food Truck-Snow Cones
Amelia Curtis, LMT	813 N. Main St.	Massage Therapist
Midwest Renewable Energy-(Solicitor)	31 1800 W. Unit C (Lindon, UT)	Solicitor-Renewable Energy Sales/Services
Premium Steak & Seafood, Inc.	10 Celebration Way(Peachtree, GA.)	Mobile Food Truck-Frozen Meat Sales
Designs by C. L. Construction	215 S. Fort #4	Home Remodeling
Divinity Dance Academy (New Owner)	701 N. McCroskey Ste. 4-5	Dance Studio
H.R. Construction, LLC	3151 E. Jamestown St. (Republic, MO.)	Handyman Services
Studio 8 Hair Co.	115 N. Massey Blvd.	Hair Salon
Dore Fence Co. LLC	32200 State Hwy. 248 (Aurora, MO.)	Fence Installer
Staycation	876 E. Scott Wayne Dr.	AirBnB-Short Term Rental



City of Nixa, MO

Detail Report - Cash in Bank Accounts

Account Summary

Date Range: 01/01/2022 - 08/31/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: 01 - ELECTRIC				
01-10050	CLAIM ON CASH - ELECTRIC FUND	3,419,860.52	2,614,510.18	6,034,370.70
01-10090	CASH IN SAVINGS - OPERATING RESERVES	3,750,000.00	-694,671.00	3,055,329.00
01-10450	CASH IN SAVINGS-MISCELLANEOUS	5,643,800.68	45,712.37	5,689,513.05
01-10470	CASH IN SAVINGS - FUTURE PROJECT	404,204.02	203,058.66	607,262.68
01-10610	PETTY CASH-OLD	1,400.00	0.00	1,400.00
Total Fund: 01 - ELECTRIC:		13,219,265.22	2,168,610.21	15,387,875.43
Fund: 02 - WATER				
02-10050	CLAIM ON CASH - WATER	1,349,472.90	534,347.48	1,883,820.38
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	15,537.91	2,337,112.26
02-10470	SAVINGS - FUTURE PROJECT	0.00	0.00	0.00
Total Fund: 02 - WATER:		4,121,047.25	763,113.39	4,884,160.64
Fund: 03 - WASTE WATER				
03-10050	CLAIM ON CASH - WASTE WATER	321,719.51	469,015.65	790,735.16
03-10090	CASH IN SAVINGS - OPERATING RESERVES	500,000.00	-9,232.00	490,768.00
03-10260	CASH IN RESERVE-BONDS	50,003.87	0.00	50,003.87
03-10280	SRF RESERVE FUND - CD	14,375.47	0.00	14,375.47
03-10450	CASH IN SAVINGS-MISCELLANEOUS	4,070,691.98	23,854.33	4,094,546.31
03-10470	CASH IN SAVINGS - FUTURE PROJECT	606,305.99	3,170.28	609,476.27
Total Fund: 03 - WASTE WATER:		5,563,096.82	486,808.26	6,049,905.08
Fund: 10 - ARPA				
10-10050	CLAIM ON CASH - ARPA	0.00	0.00	0.00
10-10475	SAVINGS - ARPA	2,273,696.78	2,288,425.74	4,562,122.52
Total Fund: 10 - ARPA:		2,273,696.78	2,288,425.74	4,562,122.52
Fund: 11 - GENERAL				
11-10050	CLAIM ON CASH - GENERAL	2,787,715.91	-637,184.81	2,150,531.10
11-10100	FORFEITED PROPERTY	1,380.34	7.15	1,387.49
11-10500	CASH IN BANK - SAVINGS	564,518.92	19,640.98	584,159.90
11-10603	POOL-BLDG-FITNESS SAVINGS	542,761.80	36,865.83	579,627.63
11-10701	POLICE IMPACT FEES - SAVINGS	51,377.22	31,040.59	82,417.81
11-10702	PARK IMPACT FEES - SAVINGS	721,821.17	80,162.32	801,983.49
11-10730	SAVINGS IN LIEU OF DETENTION	95,112.34	493.57	95,605.91
11-10801	CASH IN SAVINGS-PARK SAVINGS	1,608,733.10	8,348.12	1,617,081.22
11-10850	SAVINGS - ECONOMIC DEVELOPMENT	688,592.84	3,573.30	692,166.14
11-10901	CASH IN SAVINGS - OPERATING RESERVES	2,700,000.00	555,132.00	3,255,132.00

Detail Report - Cash in Bank Accounts

Date Range: 01/01/2022 - 08/31/2022

Account	Name	Beginning Balance	Total Activity	Ending Balance
11-11400	PETTY CASH	2,000.00	-200.00	1,800.00
Total Fund: 11 - GENERAL:		9,764,013.64	97,879.05	9,861,892.69
Fund: 13 - STREET				
13-10050	CLAIM ON CASH - STREET	848,686.31	352,148.87	1,200,835.18
13-10500	CASH IN BANK - SAVINGS	1,743,645.04	11,671.44	1,755,316.48
13-10703	SAVINGS - WINDHAM MANOR/CARNAGIE RD	48,558.31	251.96	48,810.27
13-10704	SAVINGS - FIRE DISTRICT/SCHATZ LANE	322.90	1.68	324.58
13-10705	SAVINGS - N MAIN/TRACKER	55,216.39	286.52	55,502.91
13-10711	SAVINGS - JACKS PLACE	15,999.87	83.02	16,082.89
13-10712	SAVINGS - NORTON ROAD	16,927.42	87.84	17,015.26
13-10714	SAVINGS-CC & MAIN	60,231.83	312.55	60,544.38
13-10715	SAVINGS-ROLLING HILLS-GREGG RD	52,188.78	270.81	52,459.59
13-10716	SAVINGS-ROLLING HILLS-INMAN	39,492.39	204.93	39,697.32
13-10718	SAVINGS - BLACKSTONE	93,356.67	484.44	93,841.11
13-10901	CASH IN SAVINGS - OPERATING RESERVES	445,000.00	64,538.00	509,538.00
Total Fund: 13 - STREET:		3,419,625.91	430,342.06	3,849,967.97
Grand Totals:		38,360,745.62	6,235,178.71	44,595,924.33

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
01 - ELECTRIC	13,219,265.22	2,168,610.21	15,387,875.43
02 - WATER	4,121,047.25	763,113.39	4,884,160.64
03 - WASTE WATER	5,563,096.82	486,808.26	6,049,905.08
10 - ARPA	2,273,696.78	2,288,425.74	4,562,122.52
11 - GENERAL	9,764,013.64	97,879.05	9,861,892.69
13 - STREET	3,419,625.91	430,342.06	3,849,967.97
Grand Total:	38,360,745.62	6,235,178.71	44,595,924.33

CITY OF NIXA

2021 Building Permits

	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 DATE
January	34	10	0	0	0	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	18	35	0	0	0	5	6	64
August	13	35	0	0	0	6	4	58
September								0
October								0
November								0
December								0
Total To-Date	134	213	0	4	2	23	47	423

# of Units Duplexes	# of Units Multi Family
	23
	75
0	98

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

**Misc. Bus. includes remodels, additions, fences, demolition, signs.

Duplex & Apartments are # of buildings



Nixa Police Department

Monthly Report

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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
Jul	28	3595	665	319	105	1250	45	158	5	6.16	3.34
Aug	35	3570	582	334	138	1285	35	108	8	6.14	4.00
Total	211	25132	5096	2529	801	7037	291	734	57	6.41	3.95

NIXA POLICE REPORT 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
Jul	29	3448	575	342	146	944	43	118	11	6.16	3.50
Aug	33	4126	912	364	151	1074	54	129	13	6.21	4.44
Total	215	28800	5129	2961	1222	7871	386	909	117	6.03	3.61

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
Jul	48	3371	525	359	135	683	38	85	9	10.03	4.32
Aug	22	3494	645	335	202	1094	31	91	5	6.07	3.59
Total	184	22783	4006	2086	874	4740	208	532	52	7.86	3.58

NIXA POLICE REPORT THREE YEAR AVERAGES

3 YEAR AVGS	MVA	CAD CFS	MULTIPLE UNITS	REPORTS	ALL TICKETS	WARNINGS	PHYSICAL ARRESTS	TOTAL CHARGES	DWI CHARGES	DISPATCH TO ARRIVAL	DISPATCH 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
Jul	35	3471	588	340	129	959	42	120	8	7.45	3.42
Aug	30	3730	713	344	164	1151	40	109	9	6.14	4.22
Total	203	25572	4744	2525	966	6549	295	725	75	7	3.78

**CITY OF NIXA MISSOURI
SALES AND USE TAX HISTORY**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Monthly Comparison	YTD Comparison	YTD-2021	YTD-2022
1% GENERAL SALES TAX														
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	313,590.19	4.13%	5.08%	2,221,840.80	2,334,736.86
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	381,438.56	-0.80%	4.21%	2,606,359.52	2,716,175.42
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	2,716,175.42
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	2,716,175.42
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	2,716,175.42
Annual 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	2,716,175.42				

Increase (Decrease)	2.38%	9.69%	6.46%	3.12%	2.08%	0.27%	4.59%	14.21%	10.34%					
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1/2% TRANSPORTATION SALES TAX														
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	156,795.13	4.13%	5.08%	1,110,920.08	1,167,369.21
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	190,719.27	-0.80%	4.21%	1,303,179.69	1,358,088.48
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	1,358,088.48
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	1,358,088.48
Dec	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	1,358,088.48
Annual 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	1,358,088.48				

1.5% GENERAL USE TAX														
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	89,716.12	83.64%	37.11%	404,496.93	554,587.65
Sep						5,181.06	39,641.68	51,522.38	79,288.35	105,141.22	32.61%	36.37%	483,785.28	659,728.87
Oct						17,116.33	23,107.99	42,133.03	58,843.44				542,628.72	659,728.87
Nov						24,732.45	34,863.34	50,454.82	55,069.45				597,698.17	659,728.87
Dec						21,474.57	36,905.33	42,602.34	65,634.02				663,332.19	659,728.87
Annual Totals						68,504.41	429,006.91	589,666.95	663,332.19	659,728.87				

2022
Budgeted Sales Tax YTD - General
Actual Sales Tax YTD - General
 Over/(Under) Budget YTD - General

\$ 2,666,721.00
2,716,175.42
\$ 49,454.42

2022
Budgeted Sales Tax YTD - Transportation
Actual Sales Tax YTD - Transportation
 Over/(Under) Budget YTD - Transportation

\$ 1,333,360.50
1,358,088.48
\$ 24,727.98

2022
Budgeted Use Tax YTD
Actual Use Tax YTD
 Over/(Under) Budget YTD

\$ 491,283.00
659,728.87
\$ 168,445.87

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

	1/1/2022 Estimated Beginning Cash Balance	Grant Revenue	Tax Revenue	Sales/Fees/Fines Revenue	Other Revenue/Sources of funds	Transfers In	Total Revenue	Personnel Expense	Operating Expense	Capital Outlay	Debt/Lease	Transfers Out	Total Expense	Revenue over Expenses	Use of Impact Fees	Restricted Reserves	12/31/2022 Estimated Ending Balance Unrestricted Funds	Operations as % of Revenue
General Fund																		
Administration	\$ 5,174,913	2,000	5,702,035	1,391,700	47,000	3,338,273	\$ 10,481,008	1,455,702	1,595,793	1,172,388	287,800	33,334	\$ 4,545,017	5,935,991	-	(3,313,811)	\$ 7,797,093	
Communications		-	-	-	-	-	-	151,745	38,503	-	-	-	190,248	(190,248)	-		(190,248)	
Finance		-	-	-	-	-	-	483,556	28,230	-	-	-	511,786	(511,786)	-		(511,786)	
Legal		-	-	-	-	-	-	175,686	11,618	-	-	-	187,304	(187,304)	-		(187,304)	
Economic Development		1,500	-	-	-	-	1,500	-	74,125	-	-	-	74,125	(72,625)	-		(72,625)	
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)	
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	
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)	
Total General Fund	\$ 9,764,014	20,000	5,702,035	2,894,550	181,250	3,938,273	\$ 12,736,108	8,103,261	2,942,775	4,279,746	600,223	47,333	\$ 15,973,337	(3,237,229)	(64,040)	(3,408,842)	\$ 3,053,902	99.01%
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	6,383,311	46,000	267,021	\$ 8,734,484	(2,057,398)	-	(891,833)	\$ 470,395	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	6,383,311	46,000	4,229,788	12,697,251	(3,740,564)	-	(891,833)	\$ 1,060,926	
Total Governmental Funds	\$ 15,457,336	\$ 6,192,901	\$ 8,291,848	\$ 3,013,550	\$ 209,750	\$ 3,984,745	\$ 21,692,794	\$ 9,086,300	\$ 3,997,888	\$ 10,663,057	\$ 646,223	\$ 4,277,121	\$ 28,670,588	\$ (6,977,793)	\$ (64,040)	\$ (4,300,675)	\$ 4,114,828	
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	4,867,036	769,563	545,659	9,671,648	(2,819,181)	-	(872,348)	429,519	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	14,734,181	1,460,899	2,675,858	\$ 40,020,852	\$ (9,877,668)	\$ -	\$ (4,773,741)	\$ 8,252,001	
Total Government, ALL FUNDS	\$ 38,360,746	\$ 6,230,401	\$ 8,291,848	\$ 26,673,000	\$ 3,687,750	\$ 6,952,979	\$ 51,835,978	\$ 12,921,054	\$ 21,313,048	\$ 25,397,238	\$ 2,107,122	\$ 6,952,979	\$ 68,691,440	\$ (16,855,461)	\$ (64,040)	\$ (9,074,415)	\$ 12,366,829	

City of Nixa, Missouri 2022 Year-to-date Activity BUDGET DASHBOARD (as amended)
As of 8-31-2022

	1/1/2022 Beginning Cash Balance	Grant Revenue	Tax Revenue	Sales/Fees/Fines Revenue	Other Revenue/Sources of funds	Transfers In	Total Revenue	Personnel Expense	Operating Expense	Capital Outlay	Debt/Lease	Transfers Out	Total Expense	Revenue over Expenses	Restricted/ Committed Reserves	12/31/2022 Estimated Ending Balance Unrestricted Funds	Operations as % of Revenue
General Fund																	
Administration	\$ 5,174,913	-	4,328,638	943,279	43,754	1,541,161	\$ 6,856,832	903,645	1,047,915	207,822	267,618	14,416	\$ 2,441,416	4,415,416	(4,002,404)	\$ 5,587,925	
Communications		-	-	-	-	-	-	95,072	22,174	-	-	-		117,246	(117,246)		(117,246)
Finance		-	-	-	-	-	-	341,077	24,042	-	-	-		365,119	(365,119)		(365,119)
Legal		-	-	-	-	-	-	83,622	13,240	-	-	-		96,862	(96,862)		(96,862)
Economic Development		-	-	-	-	-	-	-	37,601	-	-	-		37,601	(37,601)		(37,601)
Human Resources		-	-	-	-	-	-	92,508	16,834	-	-	-		109,342	(109,342)		(109,342)
Police	1,470,093	9,881	-	18,735	73,554	-	102,170	2,494,545	438,809	225,302	7,017	5,459	3,171,132	(3,068,962)	(63,707)	(1,662,576)	
Park	2,857,962	120	-	935,379	93,794	-	1,029,293	726,099	309,614	129,520	-	221	1,165,453	(136,160)	(2,382,184)	339,618	
Planning & Development	89,007	-	-	266,500	7	-	266,507	377,145	66,797	-	-	954	444,895	(178,388)		(89,381)	
Stormwater	172,039	-	-	2,894	494	-	3,388	44	39,486	459,781	-	-	499,311	(495,923)	(95,112)	(418,996)	
Total General Fund	\$ 9,764,014	10,001	4,328,638	2,166,788	211,602	1,541,161	\$ 8,258,190	5,113,756	2,016,512	1,022,425	274,635	21,050	\$ 8,448,378	(190,188)	(6,543,407)	\$ 3,030,419	86.34%
Special Revenue Funds																	
Streets/Central Garage	\$ 3,419,626	225,688	1,732,092	2,768	224,013	19,913	\$ 2,204,473	597,430	631,814	383,034	-	178,014	\$ 1,790,291	414,182	(891,833)	\$ 2,941,975	55.76%
ARPA	\$ 2,273,697	2,315,380	-	-	13,046	-	\$ 2,328,426	-	-	-	-	40,000	40,000	2,288,426		4,562,123	
Total Special Revenue Funds	\$ 5,693,323	2,541,068	1,732,092	2,768	237,059	19,913	4,532,899	597,430	631,814	383,034	-	218,014	1,830,291	2,702,608	(891,833)	\$ 7,504,098	
Total Governmental Funds	\$ 15,457,336	\$ 2,551,069	\$ 6,060,730	\$ 2,169,556	\$ 448,661	\$ 1,561,074	\$ 12,791,089	\$ 5,711,186	\$ 2,648,325	\$ 1,405,459	\$ 274,635	\$ 239,064	\$ 10,278,670	\$ 2,512,420	\$ (7,435,239)	\$ 10,534,517	
Enterprise Funds																	
Electric	\$ 13,219,265	-	-	12,056,148	152,376	-	\$ 12,208,524	1,146,353	7,905,124	650,774	-	920,003	\$ 10,622,255	\$ 1,586,269	\$ (3,112,469)	\$ 11,693,065	81.68%
Water/Utility Billing	\$ 4,121,047	-	-	2,095,100	482,551	232,250	\$ 2,809,901	642,753	693,304	328,232	132,413	352,056	2,148,757	661,144	(872,348)	3,909,844	60.08%
Wastewater/Recycle	\$ 5,563,097	-	-	2,275,024	302,438	-	\$ 2,577,462	550,740	454,463	521,891	437,408	282,201	2,246,703	330,758	(588,924)	5,304,931	49.95%
Total Enterprise Funds	\$ 22,903,409	-	-	16,426,272	937,364	232,250	\$ 17,595,886	2,339,845	9,052,891	1,500,898	569,821	1,554,260	\$ 15,017,715	\$ 2,578,171	\$ (4,573,741)	\$ 20,907,840	
Total Government, ALL FUNDS	\$ 38,360,746	\$ 2,551,069	\$ 6,060,730	\$ 18,595,828	\$ 1,386,025	\$ 1,793,324	\$ 30,386,976	\$ 8,051,031	\$ 11,701,217	\$ 2,906,357	\$ 844,456	\$ 1,793,324	\$ 25,296,385	\$ 5,090,591	\$ (12,008,980)	\$ 31,442,357	
															Net change in Assets/Liabilities	\$ 1,144,587	
															Ending Unrestricted Cash Balance	\$ 32,586,944	

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	3,313,811					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		\$ 445,000		\$ 3,750,000	\$ 450,000	\$ 500,000
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City of Nixa, Missouri 2022 Capital Improvement Project Report

Department	Total Capital Budget	YTD Expenditures	Remaining Balance
Administration	\$ 1,172,388	\$ 207,822	\$ 964,566
Police	730,000	225,302	504,698
Park	1,433,000	129,520	1,303,480
Planning & Development	-	-	-
Stormwater	944,358	459,781	484,577
Street	6,390,995	377,425	6,013,570
Central Garage	30,000	5,609	24,391
Electric	5,667,869	650,774	5,017,095
Water	2,049,036	328,232	1,720,804
Utility Billing	65,000	-	65,000
Wastewater/Recycle	4,199,276	521,891	3,677,385
TOTAL	\$ 22,681,922	\$ 2,906,357	\$ 19,775,565

Category	Total Capital Budget	YTD Expenditures	Remaining Balance
Improvements	\$ 207,388	\$ -	\$ 207,388
Buildings	1,575,000	133,853	1,441,147
Building Improvements	332,767	141,054	191,713
Vehicles	415,000	-	415,000
Equipment	1,103,454	256,955	846,499
Infrastructure	13,132,901	1,769,704	11,363,197
Intangible Assets	5,915,412	604,792	5,310,620
TOTAL	\$ 22,681,922	\$ 2,906,357	\$ 19,775,565



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
ADMINISTRATION						
AD2020-01	Downtown Design	11-100-5451000	Improvements	\$ 132,388		
AD2021-03	Wayfinding Signs	11-100-5451000	Improvements	30,000		
AD2021-04	Website and App	11-100-5450011	Intangible Assets	80,000	12,300.00	Content Crosswalk in progress. Beta launch in late September.
AD2022-01	Server	11-100-5452000	Equipment	10,000		
AD2022-02	Outdoor Lighting	11-100-5451004	Building Improvements	20,000	6,496.67	Waiting on installation.
AD2022-03	ERP System	11-100-5450011	Intangible Assets	900,000	189,025.77	Kick-off meeting complete. Implementation schedule to be finalized last week in Sept.
TOTAL				\$ 1,172,388	\$ 207,822	

CATEGORY	BUDGET	ACTUAL
Improvements	\$ 162,388	\$ -
Buildings	-	-
Building Improvements	20,000	6,497
Vehicles	-	-
Equipment	10,000	-
Infrastructure	-	-
Intangible Assets	980,000	201,326
	<u>\$ 1,172,388</u>	<u>\$ 207,822</u>



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
POLICE						
PD2020-02	Shooting Range	11-200-5452500	Infrastructure	\$ 680,000	\$ 225,301.90	active construction project for range (90% complete). Training building plans ordered and waiting estimates for building construction.
PD2021-04	Police Command POST	11-200-5451500	Vehicles	50,000		vehicle delivered. waiting on upfit of equipment.
TOTAL				<u>\$ 730,000</u>	<u>\$ 225,302</u>	
CATEGORY	BUDGET	ACTUAL				
Improvements	-	-				
Buildings	-	-				
Building Improvements	-	-				
Vehicles	50,000	-				
Equipment	-	-				
Infrastructure	680,000	225,302				
Intangible Assets	-	-				
	<u>\$ 730,000</u>	<u>\$ 225,302</u>				



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
PARKS						
PK2021-02	Eoff Park Development	11-400-5451000	Improvements	\$ 70,000		Park Design has begun. Anticipated completion 12/15/2022.
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. Work be completed in October 2022
PK2022-02	Christmas Lights	11-400-5451000	Improvements	25,000	10,596	In progress
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		
PK2022-06	Dumping Trailer	11-400-5452000	Equipment	15,500		
PK2022-07	McCauley Park Playground Equipment	11-400-5451000	Improvements	1,000,000		Contracted. Installation anticipated in Oct. 2022
PK2022-08	Floor Burnisher	11-400-5452000	Equipment	7,500	\$ 7,476	Complete
TOTAL				\$ 1,433,000	\$ 129,520	

CATEGORY	BUDGET	ACTUAL
Improvements	\$ 1,410,000	\$ 122,044
Buildings	-	-
Building Improvements	-	-
Vehicles	-	-
Equipment	23,000	7,476
Infrastructure	-	-
Intangible Assets	-	-
\$	1,433,000	\$ 129,520



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
STORMWATER						
SW2020-01	Cherry St. Stormwater	11-600-5452500	Infrastructure	\$ 824,358	\$ 315,086.40	Phase one completed
SW2022-01	Morning Glory	11-600-5452500	Infrastructure	120,000	\$ 144,695.00	Complete
TOTAL				\$ 944,358	\$ 459,781	

CATEGORY	BUDGET	ACTUAL
Improvements	\$ -	\$ -
Buildings	-	-
Building Improvements	-	-
Vehicles	-	-
Equipment	-	-
Infrastructure	944,358	459,781
Intangible Assets	-	-
	<u>\$ 944,358</u>	<u>\$ 459,781</u>



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

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		Project Cancelled
ST2021-02	North Street Improvements	13-300-5452500	Infrastructure	447,875	165,865.70	Engineering phase Continued into 2023
ST2021-03	Boom Mower	13-300-5452000	Equipment	70,000		Ordered
ST2021-04	Aldersgate Crosswalk	13-300-5452500	Infrastructure	14,161	2,023.50	Project Complete
ST2021-05	Truman Blvd	13-300-5452500	Infrastructure	2,089,175	3,050.32	Notice to proceed given to contractor
ST2021-07	Northview Rd Extension	13-300-5452500	Infrastructure	474,576	88,353.35	Aquiring ROW - Construction in 2023
ST2022-01	Backhoe	13-300-5452000	Equipment	160,150	69,600.00	Project Complete
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 contract to Council Sept. 19th
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		Project Complete
ST2022-10	Roundabout Expansion	13-300-5452500	Infrastructure	30,000	12,476.50	Engineering phase - Construction in 2023
ST2022-12	UTV Replacement	13-300-5452000	Equipment	18,000	15,773.00	Project Complete
ST2022-13	Building Addition	13-300-5450500	Buildings	90,000		
ST2022-14	IT Switch Replacemetn 1111	13-300-5452000	Equipment	5,000		
TOTAL				\$ 6,374,745	\$ 372,598	
SHARED						
PW2022-02	1111 Building Repairs	13-300-5451004	Building Improvements	12,500	4826.85	Project Complete
PW2022-03	Office Furniture	13-300-5452000	Equipment	3,750		
TOTAL				16,250	4,827	
Grand Total				\$ 6,390,995	\$ 377,425	

CATEGORY	BUDGET	ACTUAL
Improvements	\$ 45,000	\$ -
Buildings	90,000	-
Building Improvements	12,500	4,827
Vehicles	-	-
Equipment	449,900	98,393
Infrastructure	5,793,595	274,205
Intangible Assets	-	-
	<u>\$ 6,390,995</u>	<u>\$ 377,425</u>



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
ELECTRIC						
E2018-04	Line Relocation - SH 14 East	01-700-5452500	Infrastructure	\$ 540,000	\$ 456,644.55	Project Complete
E2019-02	SCADA System Upgrades	01-700-5452000	Equipment	48,000	63,157.37	Project Complete
E2020-02	Northeast Feeder #3	01-700-5452500	Infrastructure	142,119	28,052.41	Project Complete
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	43,501.54	Engineers design, have some material ordered
E2021-06	Old Wilderness Sidewalk & Light Imp.	01-700-5452500	Infrastructure	28,500		Project Cancelled
E2021-07	Substation Security	01-700-5452000	Equipment	8,000	317.99	
E2021-09	AMI Meter Replacement	01-700-5452500	Infrastructure	2,725,000		
E2022-01	Tracker to Cheyenne Tie	01-700-5452500	Infrastructure	550,000	42,532.20	Material ordered carry over next year
E2022-02	Raintree Overhead to Underground	01-700-5452500	Infrastructure	380,000		Project cancelled
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	11,741.51	
E2022-07	Old Wilderness Lighting	01-700-5452500	Infrastructure	30,000		
E2022-08	IT Swith Replacement 1111 Kathryn	01-700-5452000	Equipment	5,000		
TOTAL				\$ 5,651,619	\$ 645,947.57	
SHARED						
PW2022-02	1111 Building Repairs	01-700-5451004	Building Improvements	\$ 12,500	\$ 4,827	To bid out wk of 4/11 or 4/18
PW2022-03	Office Furniture	01-700-5452000	Equipment	3,750		
TOTAL				\$ 16,250	\$ 4,827	
Grand Total				\$ 5,667,869	\$ 650,774	
CATEGORY	BUDGET	ACTUAL				
Improvements	-	-				
Buildings	-	-				
Building Improvements	12,500	4,827				
Vehicles	215,000	-				
Equipment	234,750	63,475				
Infrastructure	5,130,619	582,472				
Intangible Assets	75,000	-				
\$	5,667,869	\$ 650,774				



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
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CENTRAL GARAGE

PW2021-02	Bridge Crane & Trolley	13-350-5452000	Equipment	\$ 25,000		
CG2022-02	Filter Crusher Recycler	13-350-5452000	Equipment	\$ 5,000	\$ 5,609.00	Complete
TOTAL				\$ 30,000	\$ 5,609	

CATEGORY	BUDGET	ACTUAL
Improvements	-	-
Buildings	-	-
Building Improvements	-	-
Vehicles	-	-
Equipment	30,000	5,609
Infrastructure	-	-
Intangible Assets	-	-
	\$ 30,000	\$ 5,609



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	\$ 192,942.36	Complete
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	Complete
W2021-04	Well House for Well #1	02-800-5450500	Buildings	239,156	116,331.52	Complete
W2021-05	Truman Water Line	02-800-5452500	Infrastructure	336,800		Under construction
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	5,411.50	In design
W2022-04	Bulk Water Fill Station #2	02-800-5452500	Infrastructure	100,000	4,974.79	waiting on purchase of RDE
TOTAL				\$ 1,721,536	\$ 328,232	
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		
PW2022-05	Tuscany Hills	02-800-5452500	Infrastructure	250,000		Closing September 26th
TOTAL				327,500	-	
Grand Total				\$ 2,049,036	\$ 328,232	

CATEGORY	BUDGET	ACTUAL
Improvements	-	-
Buildings	287,767	124,903
Building Improvements	75,000	-
Vehicles	120,000	-
Equipment	2,500	-
Infrastructure	1,563,769	203,329
Intangible Assets	-	-
	\$ 2,049,036	\$ 328,232



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
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UTILITY BILLING

UB2021-01	Handheld Equipment	02-850-5452000	Equipment	\$ 55,000	\$ -	PO created, equipment ordered, pending shipping
UB2022-01	IT Switches	02-850-5452000	Equipment	10,000		moving to 2023
TOTAL				\$ 65,000	\$ -	

CATEGORY	BUDGET	ACTUAL
Improvements	-	-
Buildings	-	-
Building Improvements	-	-
Vehicles	-	-
Equipment	65,000	-
Infrastructure	-	-
Intangible Assets	-	-
	\$ 65,000	\$ -



City of Nixa, Missouri 2022 Capital Improvement Projects by Department

Project No.	Description	Account	Category	Budget	YTD Expenditure	Progress Notes
WASTEWATER						
WW2016-05	South Street Sewer	03-900-5452500	Infrastructure	\$ 390,083	\$ 132,941.00	Project Complete
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
WWT2021-11	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	51,848.50	
WWT2022-05	Oxidation Ditch Walkways	03-900-5451000	Improvements	75,000	11,809.00	Contract awarded.
WWC2022-06	SW Regional Lift Station (oakmont)	03-900-5452500	Infrastructure	2,600,000	17,282.50	in design stage
TOTAL				\$ 3,740,654	\$ 521,891	
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		
PW2022-05	Tuscany Hills	03-900-5452500	Infrastructure	250,000		Closing set for Sept. 26
TOTAL				327,500	-	
Grand Total				\$ 4,199,276	\$ 521,891	

CATEGORY	BUDGET	ACTUAL
Improvements	75,000	11,809
Buildings	-	-
Building Improvements	75,000	-
Vehicles	223,804	95,087
Equipment	528,829	214,858
Infrastructure	3,296,643	200,138
Intangible Assets	-	-
	\$ 4,199,276	\$ 521,891

RE: COMMUNICATIONS DATA REPORT FOR AUGUST 2022

The spreadsheets attached below show our electronic communications data for 2022 so far. Some of the notable data insights for August include:

E-mail Campaigns:

- This month's community e-newsletter, sent July 28, was successfully delivered to 9,475 email addresses. Open rate was 54% (5,292). Click rate was 11.7% (1,122). Last e-newsletter sent with the old brand look.
- Newsletter top clicked links were:
 1. Quick Poll
 2. Job Openings
 3. Story about Inclusive Playground
- Quick Poll Question: "Which of these unfunded needs in Nixa would you prioritize first?" Total Responses: 585. Results:
 1. 11 More Police Officers: 35.7% (209)
 2. Walking and Biking Trails: 35.6% (208)
 3. Large Indoor Sports Facility: 17.4% (102)
 4. Police Department Headquarters Expansion: 11.3% (66)
- On Aug. 29th we sent the "Welcome to Nixa" email to 117 email addresses. The open rate was 87% and click rate was 18%. Top 3 most clicked links were:
 1. Pay Utility Bill Online
 2. Christian County Clerk's Office
 3. Nixa Recycle Center
- We sent 3 single-topic emails to the community this month. They had an average open rate of 48%. The first was sent on August 2 titled "Nixa's Purple Heart Day Ceremony". The second was sent August 16 titled "Nixa's Multi-Cultural Event". The third was sent August 18 titled "Proposed solutions for police and parks". This third email was a letter from the City Administrator explaining the ballot issue proposed to council and had a 58% open rate (5,710: that's more people who opened this email than the newsletter).
- Total number of e-mail unsubscribes this month was 51 (Drew unsubscribed many of these manually in response to a spam attack) and total spam reports was 3.

Social Media:

- This month's average number of individuals who saw any one of our posts to the City Hall Facebook page was 2,375. We posted 36 times this month. Post with the highest reach (6,663) was about resurfacing of Gregg Rd.

- This month's average number of individuals who saw any one of our posts to the Nixa Police Facebook page was 2,210. We posted 20 times this month. Post with the highest reach (6,169) was about a dog in the pound.
- Total Nextdoor members at Nixa addresses is at 4,564. We posted 16 times this month, averaging 637 impressions per post.
- Total followers on Twitter is 1,822. We tweeted 18 times this month.
- Total followers on Instagram is 1,192. We posted 9 times this month.
- Total followers on LinkedIn is 302. We posted 2 times this month.

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

MEMO PREPARED BY:

Drew Douglas | Director of Communications

ddouglas@nixa.com | 417-725-3785

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-Jun	1-Jul	28-Jul						
Successful Deliveries	9,096	9,136	9,150	9,191	9,242	9,300	9,368	9,475					73,958	9,245
Resend Deliveries	5,385	5,248	5,017	5,509	5,258	5,635	5,069	5,465					42,586	5,323
Original Opens	3,888	4,019	4,271	3,899	4,204	3,828	4,540	4,223					32,872	4,109
Resend Opens	910	993	785	944	810	651	883	1,069					7,045	881
Total Opens	4,798	5,012	5,056	4,843	5,014	4,479	5,423	5,292					39,917	4,990
Total Open Rate	51.4%	53.7%	54.1%	51.0%	52.4%	46.9%	56.0%	54.1%					419.6%	52.5%
Mobile Device Rate (opened on mobile vs desktop)	16.9%	16.8%	14.5%	15.1%	12.8%	18.5%	16.9%	16.1%						16.0%
Total Clicks	614	900	739	722	714	896	1,098	1,122					6,805	851
Click Through Rate (top 3 clicks)	6.7%	9.8%	8.1%	7.8%	7.7%	9.6%	11.7%	11.7%						9.1%
Did Not Open (Original)	5,208	5,117	4,879	5,292	5,038	5,472	4,828	5,252					41,086	5,136
Unsubscribed (Total)	9	5	13	12	11	14	15	13					92	12
Spam Reports* (Total)	0	1	3	1	0	1	3	1					10	1
Bounces* (Total)	534	536	547	625	633	602	628	636					4,741	593
Constant Contact - Single Topic Email														
# of Email Campaigns	0	0	0	0	2	0	2	3					7	0.875
Average Open Rate					52%		47%	48%						49%
Average Click Rate					4%			4%						4%
Average Mobile Device Open Rate					8%		9%	5%						7%
Total Spam					0		2	2					4	1
Total Unsubscribe					17		11	38					66	22
Welcome to Nixa Email														
Date Sent On	1/26/22	2/22/22	25-Mar	26-Apr	27-May-22	27-Jun-22	25-Jul-22	29-Aug-22						
Total Sent	61	37	97	89	122	137	183	117					843	105
Total Successful Deliveries	54	36	90	81	118	131	179	113					802	100
Total Open Rate	74%	81%	70%	73%	70%	79%	86%	87%						77%
Total Click Rate (top click)	9%	17%	10%	10%	17%	15%	13%	18%						14%
Total Mobile Device Open Rate	10%	14%	16%	18%	10%	19%	12%	11%						14%
Total Spam	0	0	0	0	0	0	0	0					0	0
Total Unsubscribe	0	0	1	0	0	0	0	0					1	0

Facebook										
City Hall (City of Nixa - Municipal Government)										
# of posts (from content data)	12	24	30	25	35	30	34	36	226	28
Total Reach (from content data)	45,524	80,107	54,384	62,555	119,230	124,290	113,565	85,501	685,156	85,645
Average Post Reach (from content data)	3,794	3,337	1,813	2,502	3,509	4,143	3,340	2,375	24,813	3,102
Highest Single Post Reach* (from content data)	8,991	10,283	5,151	6,656	8,484	11,947	14,099	6,663	72,274	9,034
Avg Reach of Posts to People Who Like Page (from result)	1,418	2,217	1,538	1,755	3,014	3,229	3,271	2,125	18,567	2,321
Total Likes & Reactions (from content data)	1,102	1,378	839	829	2,248	3,816	1,778	1,391	13,381	1,673
Total Comments (from content data)	361	497	63	155	372	1,757	673	560	4,438	555
Total Shares (from content data)	85	163	70	118	219	410	268	204	1,537	192
Police										
# of posts (from content data)	14	8	39	41	41	28	32	20	223	28
Total Reach (from content data)	49,024	52,694	141,991	96,148	116,299	59,272	139,125	44,215	698,768	87,346
Average Post Reach (from content data)	3,771	6,587	3,640	2,403	2,836	2,116	4,487	2,210	28,050	3,506
Highest Single Post Reach* (from content data)	6,964	15,560	14,541	9,705	9,635	6,721	25,132	6,169	94,427	11,803
Avg Reach of Posts to People Who Like Page (from result)	3,244	2,299	3,414	2,512	2,866	1,586	3,623	1,718	25,321	2,658
Total Likes & Reactions (from content data)	938	2,409	6,002	1,567	1,570	568	3,301	646	17,001	2,125
Total Comments (from content data)	47	268	680	183	179	98	1,058	17	2,530	316
Total Shares (from content data)	231	206	487	369	252	162	253	97	2,057	257
Twitter										
CityofNixa										
Total Followers	1,795	1,801	1,804	1,807	1,817	1,816	1,820	1,822		1,822
# of Tweets	3	13	10	6	11	12	14	18	87	11
Total Tweet Impressions (from report)	658	2,147	2,909	1,243	2,576	1,250	1,308	3,951	16,042	2,005
Total Engagements (from report)	19	46	48	32	69	120	126	60	520	65
Profile Visits	166	282	471	401	865	489	652	941	4,267	533
Mentions	1	2	8	10	11	7	0	7	46	6
New Followers	12	10	2	7	9	3	2	3	48	6
Instagram										
# of posts	2	10	21	10	20	11	10	9	93	12
Total likes	62	148	343	161	265	201	132	239	1,551	194
Total comments	1	3	4	6	1	3	6	2	26	3
Total reach (Accounts reached)	696	531	714	526	483	537	502	811	4,800	600
Total followers (@ last day of month)	1,127	1,143	1,143	1,143	1,152	1,157	1,184	1,192	9,241	1,155
LinkedIn										
# of posts	6	4	7	4	2	5	3	2	33	4
# of followers	270	277	282	289	294	297	298	302		289
Nextdoor										
# of posts	5	24	8	8	17	8	17	16	103	13
Claimed households	3315	3329	3393	3422	3443	3459	3478	3492		3416.375
Members	4,278	4,303	4,375	4,423	4,465	4,492	4,532	4,564	4564	4429
New members	34	33	76	44	35	32	41	33	328	41
Total Post Impressions	3,342	8,836	6,966	4,700	9,005	8,707	8,685	8,920	59161	7395
Average Impressions Per Post	668	552	366	588	750	791	668	637	5020	628

Nixa.com										
Active users	10,945	11,173	11,825	14,231	13,510	12,522	15,062	13,307	102,575	12,822
Sessions	15,379	15,162	16,655	19,558	18,500	17,200	20,954	19,563	142,971	17,871
Sessions from Organic Search	10,254	10,041	11,098	13,022	12,286	10,780	11,797	13,392	92,670	11,584
Sessions from Direct Navigation	4,048	3,265	4,434	5,179	4,601	4,327	6,007	4,745	36,606	4,576
Sessions from Referral	765	1,414	692	658	1,080	1,233	1,281	985	8,108	1,014
Sessions via Social Referral	312	442	431	698	532	860	1,869	441	5,585	698
Sessions via Facebook	295	404	422	689	524	807	1,827	435	5,403	675
Desktop Sessions	39%	37%	39%	35%	36%	35%	36%	38%	3	37.0%
Mobile Sessions	60%	61%	60%	63%	63%	64%	62%	61%		61.6%
Tablet Sessions	1%	1%	2%	2%	1%	1%	1%	1%		1.3%
Average Length of Session	0:01:10	0:01:03	0:01:18	0:01:05	0:01:05	0:01:07	0:01:14	0:00:50		0:01:06
Pages viewed per Session	1.82	1.77	1.96	1.77	1.84	1.88	1.83	1.73		1.83
News Articles Posted*	5	6	5	5	4	6	9	9	49	6.125
E-notification active subscribers *	1,003	1,010	1,012	1,012	1,018	1,024	1,026	1,030	8,135	1,017
E-notifications sent*	5	6	5	7	4	7	14	14	62	8