# AGENDA

## OSCEOLA CITY COUNCIL REGULAR MEETING

**February 22, 2024 - 5:00 pm**

**303 W. HALE AVENUE - COUNCIL CHAMBERS**

1. PRAYER- Evangelist Sandra Collins
2. MEETING CALLED TO ORDER & ROLL CALL by City Clerk Jessica Griffin
3. ACTION: MINUTES: January 22, 2024 Regular Monthly City Council Meeting
4. REPORTS:
   a. Chamber of Commerce
   b. SHIFT, Museum, A& P Commission, and Main Street
   c. Financial Report – Krystal Elder
   d. ALL DEPARMENT REPORTS ARE IN PACKET

5. BUISNESS
   a. State of the City Address - Mayor
   b. Ordinance – Sales and Use Bond – Mitchell Williams/Crews
   c. Resolution – Tax Back for Levy Environmental – Mallory Darby
   d. Resolution – Equipment Purchase – Ed Richardson
   e. Resolution – Vehicle Purchase – William Foster
   f. Resolution – Vehicle Purchase – William Foster
   g. Resolution – Police Dept HVAC Contract – William Foster
   h. Resolution – Condemned List:
      411 Elizabeth Street
      424 & 426 E. Semmes Street
      324 N. Ash Street
      903 S. Carthon Street
      415 & 419 Bowen Street
      408, 410, & 412 Bowen Street

6. ANNOUNCEMENTS:

7. ADJOURN

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

REGULAR MEETING

January 22, 2024

The Osceola City Council met in Regular Session at the Council Chambers, located at 303 West Hale Avenue, Osceola, Arkansas. The meeting took place on January 22, 2024, at 5:00pm.

| | |
|---|---|
| Officers present: | Joe Harris, Mayor |
| | David Burnett, City Attorney |
| Council Members Present: | Linda Watson, Sanra Brand, Joe Guy, Tyler Dunegan, Donnie Pugh, and Gary Cooper |

The meeting was called to order by Mayor Harris. Jessica Griffin called roll and all Council members were present.

Motion was made by Joe Guy and seconded by Linda Watson to approve November minutes. All Council members present were in favor.

Chamber of Commerce report was given.

SHIFT and Museum, and Chamber gave their reports.

Krystal Elder came forward with the financial report. (Details attached)

MONTHLY REPORTS ARE AS FOLLOWS:

Ordinance 2024-01

**AN ORDINANCE ESTABLISHING CITY COUNCIL MEETING RULES AND PROCEDURES; AND TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS,** the members of a governing body elected for each city or town shall annually in January assemble and organize the governing body; and

**WHEREAS,** the governing body shall determine the rules of its proceedings and may consider the passage of rules on the following subjects, including without limitation: the agenda for meetings; the filing of resolutions and ordinances; and citizen commentary; and

**WHEREAS,** the Osceola City Council has determined that the city will be better served with a set of formally adopted policies and procedures governing the operation of the City Council of Osceola, Arkansas,

**NOW THEREFORE,** the City Council of the City of Osceola does hereby ordain as follows:

**Definitions:**

"Citizen" - an individual who resides in the City of Osceola

**Section 1. City Council Jurisdiction.**

The City Council shall possess all legislative powers granted by state law to cities of the first class and other corporate powers of the city not prohibited in state law or by some ordinance of the city council made in pursuance of the provisions therein and conferred on some officer of the city [A.C.A. 14-43-502(a)]

The City Council shall have the management and control of finances, and of all real and personal property belonging to the city. [A.C.A. 14-43-502(b)(1)]

**Section 2. City Council Meetings:**

City Council meetings are always open to the public. [A.C.A. 14-43-502 (b)(2)(A)]

The City Council shall conduct regular business meetings at 5:00pm at Osceola City Hall on the third Monday each month. The City Council by majority vote may reschedule or cancel such meeting as it deems necessary on a meeting by meeting basis. [A.C.A. 14-43-502 (b)(2)(A)]

Special or emergency meetings of the City Council may be called by the Mayor or any three (3) council members by signed submittal of time and place of the scheduled meeting and its agenda to the Mayor or Mayor's Office, in a timely manner to fully comply with the two-hour notification requirement [A.C.A. 25-19-106(6)(2)] for all media and for the same notification of all elected city officials. Notification shall be deemed given when those to be notified have been contacted or when an attempt to contact them has been made by the proper time, by every means of instant communications they have been submitted for notification purposes. All means of communication for notification purposes within a timely reason should be attempted regardless.

Regular and special city council meetings will be recorded and made available on the City of Osceola official web page.

Copies of any meeting recording shall be provided, in its entirety, to anyone requesting them via the Arkansas Freedom of Information Act.

**Section 3. Agenda for City Council Meetings:**

Agenda items shall consist of all items of city business needing city council approval, judgment or review arising out of the city budget; city departments; City Council committees; city committees, boards, and commissions; and all city systems and processes submitted for the purpose of city council action according to the procedures herein described. Agenda items may also be submitted by the Mayor or Council members following the procedures herein described for consideration at any city council meeting. Planning Commission items are automatically forward to the Mayor's Office for inclusion on the Agenda.

The Agenda is prepared by the Mayor's Office. All Agenda items for consideration at regular City Council meetings must be submitted to the Mayor's Office by 12 p.m. no later than the Friday prior to the City Council meeting. Items may be included later with the mayor and council's approval; however, the published Agenda shall not include items submitted after 12:00 p.m. the Friday before the Monday City Council meeting. All items should be submitted electronically (if applicable) with all necessary documentation including ordinances and/or resolutions.

Any citizen living within the city limits of Osceola desiring to place legislation on the city council agenda, or wishing to make public comments during the council meeting may do so by submitting the desired legislation or a concise statement of the subject matter in writing to any of the council members and engage them to sponsor the item. Once a council member has agreed to sponsor the legislation or public comment, it will be vetted to the city attorney before being placed on the agenda.

The City Council may by a two-thirds majority vote add an item of business to any regular, special, or emergency City Council meeting.

Preparation of the Agenda packet for each regular City Council meeting should be completed and the Agenda published before 4pm on Friday before the Monday City Council meeting. An electronic and/or paper copy shall be delivered to each Council member (the format shall be at each council members choosing), City Attorney and Department Head. An electronic copy is also sent to any person's requesting the agenda and shall be placed on the city website. This schedule may change for rescheduled meetings and does not apply to special meetings.

The agenda packet shall include an agenda, unapproved minutes from previous meetings, department reports, department expense reports, credit card reports for each city credit card including the total amount spent the previous month and balance owed, gas card reports including the total amount spent the previous month and balance owed, a report of each city bank account including the beginning balance and ending balance, city treasurers' report, OMLP department financials including but not limited to: balance sheet, profit and loss statement, vendor list, checks written, bills paid, charge-off list, and any ordinances or resolutions up for consideration.

**Section 4. Conduct of the City Council Meeting:**

The Mayor shall be the ex officio President of the City Council and shall preside at its meetings regular and special. [A.C.A. 14-43-501 (b) (1) (A)]

A quorum is defined as a majority of all Council members on the City Council.

The Mayor shall have a vote to establish a quorum at any regular meeting of the City council and when his or her vote is needed to pass any ordinance, by-law, resolution order, or motion. [A.CA.14-43-501 (b) (1) (B)]

The council members shall elect a president pro tempore to preside over meetings in the absence of the Mayor. [A.C.A. 14-43-501 (b) (2)].

Business shall be conducted by procedural rules contained in the Arkansas Municipal League publication "Procedural Rules for the Municipal Officials," dated May 2014.

A positive motion is encouraged to start consideration of each business item.

Ordinances by state law are required to be read at three separate council meetings before being considered for action unless the various readings are waived by Council. The Council can choose to waive any or all readings of an

ordinance when it comes up on the agenda by a two third majority voice vote. [A.C.A. 14-55-202]

Ordinances shall require a roll call vote.

Emergency clauses associated with ordinances shall require a separate roll call vote and with a two-third majority approval.

The City Clerk shall maintain a roll call list of council members for each separate business item requiring a roll call vote (Ord. No. O-02-200).

City council members shall present themselves in a professional manner and wear business casual attire when present for the Council Meeting or representing the City on official business.

**Section 5: Discussion and Citizen Commentary:**

Debate on Agenda items appearing before the City Council is reserved for the City Council. Citizen commentary at council meetings is allowed in specific situations and under conditions allowed by the City Council herein described.

While the City Council generally wishes for public input and public participation and publishes their individual contact information through the City, this willingness does not constitute an unrestricted right to speak at meetings of the Council.

**Section 6: Petitioners and City Officials:**

Petitioners and city officials appearing before the City Council regarding items of business arising from the agenda or placed on the agenda are recognized by the Council as having a right to speak to their petition or report subject to restriction thereof.

City Council members and the Mayor may ask questions from time to time from petitioners, city officials, or the public. Those questioned will be allowed to answer subject to restriction thereof.

**Section 7: General Citizenry**:

The City Council restricts citizen input at any regular or special meeting to germane commentary regarding items of business before the Council arising from the meeting agenda or from the Council's placement of an item on the agenda. Citizen commentary may only occur at such time as the item of business is before the Council and under consideration for action.

It is the City Council's intention to allow public input in an informal format with due regard to the equity of allowing the various sides of issues to speak and,

within reason, with due regard to the number of people wishing to address the Council. The Mayor as ex-officio president of the Council may allow citizen input on a per business item basis provided that individual speakers are recognized in turn, identify themselves for the record and address the council as a whole from a podium and/or position established for such. Unrecognized comments from the audience are prohibited. The City Council may at any time restrict such citizen input in any fashion including, but not limited to, the length of individual comments, the total number of speakers, and/or the total time allotted for public input.

At all times, an open conversation with or within the audience is strongly prohibited.

Redundancy of commentary is prohibited. More than one speaker at a time prohibited.

**Section 6: Non-Agenda Commentary:**

The City Council may suspend the rules of order and allow citizen input/commentary on matters not included on the Agenda of the City Council meeting. Suspending the rules of order requires a two-third majority vote.

If the City Council allows citizen public comments, a citizen shall be allowed no more than three (3) minutes to make comments. The speaker shall be courteous in language and presentation. The comments shall be made from the podium and directly to the council as a whole. No questions shall be asked of the Council, the Mayor, members of the audience or other persons associated with City government.

Public comments are just that, a privilege and not a right, and a speaker should not expect an immediate response, nor any action to be taken by the council.

**SECTION 7. Publication:**

The city clerk shall record all ordinances or bylaws at length in a book to be kept by him or her for that purpose, as soon after their passage as may be expedient, and shall authenticate such ordinances or bylaws with his or her signature appended thereto, just beneath the signature of the presiding officer of the council. The city clerk shall as soon after their passage as may be, cause all bylaws or ordinances of a general and permanent nature, or which may impose any fine, penalty or forfeiture, to be published in the Osceola Times, a newspaper of general circulation in this city, over the signature of the presiding officer of the council, and his or her own as clerk.

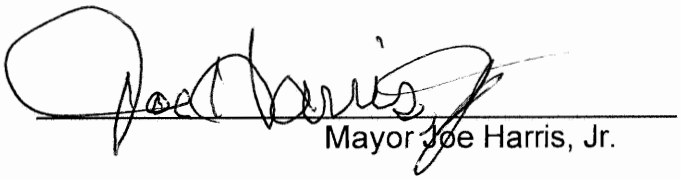
**SECTION 8. Emergency Clause:**

That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Osceola and so that council procedures can be in place

at the first meeting of the year and so that citizens know the required rules, and therefore an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

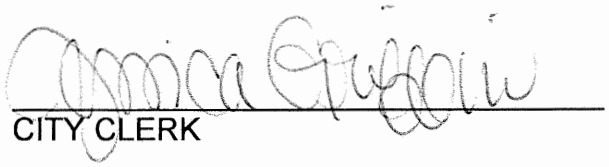
PASSED this 22nd day of January 2024.

APPROVED:



Mayor Joe Harris, Jr.

Attest:



CITY CLERK

Motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and read ordinance by title only.

Jessica introduced the ordinance by title only:

The motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and place ordinance on its second reading.

Roll was called and all Council members voted aye.

Jessica read ordinance by title only.

The motion was made by Tyler Dunegan and seconded by Joe Guy to suspend the rules and place the ordinance on its third reading.

Roll was called and all Council members voted aye.

Jessica read ordinance by title only.

The motion was made by Tyler Dunegan and seconded by Joe Guy to approve the ordinance.

Roll was called and all Council members voted aye.

Motion was made by Tyler Dunegan and seconded by Joe Guy to approve the emergency clause.

Ordinance was passed on the 22nd day of January 2024 and given number 2024-01.

Jessica introduced a resolution, and it reads as follows:

**RESOLUTION NO. 2024-01**

**A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF OSCEOLA, ARKANSAS TO ISSUE ITS SALES AND USE TAX IMPROVEMENT BONDS, SERIES 2024, IN ONE OR MORE SERIES; APPROVING AND AUTHORIZING THE MARKETING OF THE BONDS; AUTHORIZING THE PRODUCTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AUTHORIZING THE PREPARATION OF CERTAIN DOCUMENTATION FOR THE SUBSEQUENT APPROVAL OF THE CITY COUNCIL RELATED TO THE ISSUANCE OF THE BONDS; DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE EXPENDITURES MADE BY THE CITY WITH THE PROCEEDS OF THE BONDS FOR CERTAIN EXPENDITURES INCURRED FOR ONE OR MORE QUALIFIED PURPOSES; AND AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO;**

**WHEREAS,** pursuant to Ordinance 2023-14 adopted August 21, 2023 (the "**Tax and Election Ordinance**") there was submitted to the qualified electors of the City of Osceola, Arkansas (the "**City**") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "**State**") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "**Authorizing Legislation**"), capital improvement bonds in one or more series in the maximum principal amount of $18,400,000 (the "**Bonds**") to finance all or a portion of the costs of park and recreational improvements including particularly, without limitation, an aquatic park facility, municipal golf course improvements, and any necessary parking, landscaping, signage, drainage, concessions, lighting, road and utility improvements related thereto (collectively, the "**Project**"), and the levy and pledge of a 0.875% sales and use tax (the "**Tax**") to the repayment of the Bonds;

**WHEREAS,** at the special election held November 14, 2023, a majority of the electors voting on the questions approved the issuance of the Bonds and the levy and pledge of the Tax;

**WHEREAS,** in order for the Underwriter (as identified below) to offer, market or place the Bonds, it will be necessary to prepare a Preliminary Official Statement or other offering document or documents; and

**WHEREAS,** the City hereby desires to declare its official intent, pursuant to Section 1.150-2 of the Treasury Regulations, to reimburse itself for such expenditures with the proceeds of the Bonds;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Osceola, Arkansas:

**Section 1. Authorization of Issuance and Sale of Bonds.** Subject to Section 3, hereof, in order to provide for the financing of the Project, there is hereby approved and authorized the issuance and sale of the Bonds in an aggregate principal amount not to exceed $18,400,000, for the purposes of (i) financing the costs of the Project, and (ii) paying necessary

expenses incidental to the sale and issuance of the Bonds. The Bonds may be issued in one or more series if necessary to differentiate the tax treatment of interest on the Bonds for federal income tax purposes or for other reasons deemed necessary or appropriate by Bond Counsel (as identified below), in consultation with the City.

**Section 2. Offering Document.** The City hereby authorizes the Underwriter to prepare or cause to be prepared a Preliminary Official Statement or Preliminary Official Statements or other offering document or documents to provide for the offering and sale of the Bonds setting forth information concerning the Bonds, the City, and the Project. If applicable, the Mayor of the City is hereby authorized to review and approve such document or documents, which, if applicable, shall be a final official statement, as such term is defined in Rule 15c2-12 of the Securities Exchange Act of 1934, as of its date, except for the interest rates, placement agent's fee or underwriter's discount, offering prices, delivery dates, aggregate principal amount, principal amount per maturity, ratings and other terms of the Bonds depending on such matters. The Underwriter, upon final approval of the Mayor, is authorized to rely upon and to use such document or documents to market the Bonds to potential purchasers. The distribution of such document or documents in marketing the Bonds is hereby approved.

**Section 3. City's Review and Approval.** The issuance and sale of the Bonds is subject to final review and approval by the City Council in the form of an authorizing ordinance setting forth the final terms of the Bonds.

**Section 4. Professionals.** The City hereby approves and designates Crews & Associates, Inc., to serve as underwriter or placement agent, as applicable (the "**Underwriter**"), and Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to serve as Bond Counsel ("**Bond Counsel**") with respect to the issuance of the Bonds. Trustee for the Bonds shall be selected by the Mayor on behalf of the City, in consultation with the Underwriter and Bond Counsel.

**Section 5. Authorization to Prepare Documents Related to the Issuance of the Bonds.** The Mayor is hereby authorized to direct Bond Counsel and other professionals to be selected by them to prepare the necessary documents with respect to the issuance of the Bonds. The Mayor may in his sole discretion direct Bond Counsel to prepare additional documents as he may deem necessary or appropriate in connection with the issuance of the Bonds and present any such documents for the approval and execution of the City.

**Section 6. Further Authority.** The Mayor of the City, for and on behalf of the City, is hereby authorized and directed to do any and all things necessary to effect the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution, including, but not limited to the calling and conducting of public hearings required by federal or state law in a manner consistent with such laws and other directives of federal and state authorities. The Mayor is further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

**Section 7. Reimbursement Provisions.**

(a) This Resolution is intended to be the City's declaration of the official

intent of the City in accordance with Treasury Regulation § 1.150-2 that the City intends to be reimbursed from the proceeds of the Bonds for all or a portion of the cost of the Project, which expenditures have been paid by the City from the City's general or other funds not earlier than sixty (60) calendar days before adoption of this Resolution, or if an expenditure that was paid earlier than sixty (60) days before adoption of this Resolution, is a cost of issuance of the Bonds, an amount not in excess of the lesser of $100,000 or five percent (5.0%) of the proceeds of the Bonds, or a "preliminary expenditure" as defined in § 1.150-2(f)(2) of the Regulations in an amount not in excess of 20 percent of the issue price of the Bonds;

(b) The reimbursement will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of the Project to which such payment relates were placed in service, but in no event more than three (3) years after the expenditure was paid;

(c) The entire amount to be reimbursed shall be a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles, or a cost of issuance for the Bonds; and

(d) The City will not use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

**Section 8. Ratification of Acts.** All actions heretofore taken by the City, including by the Mayor, and any other officers or representatives of the City, in connection with the offer and sale of the Bonds and negotiation, preparation and execution of any documents related thereto are hereby in all respects ratified and approved.

**Section 9. Severability**. The provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions.

**Section 10. Conflicts**. All resolutions or ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 11. Effectiveness**. This Resolution shall be in force and effect immediately upon and after its passage.

**DATED AND APPROVED** this 16th day of January, 2024.

**APPROVED:**

By: _____
Mayor

**ATTEST:**

By: _____
City Clerk

Motion was made by Joe Guy and seconded by Linda Watson to approve the resolution. All Council members were in favor.

Resolution was passed on the 22nd of January 2024 and given number 2024-01.

The next resolution was introduced and reads as follows:

**Resolution No.** 2024-02

**A resolution authorizing the design-build method for a new City of Osceola facility for use as Osceola Aquatic Center**

WHEREAS, Ark. Code Ann. § 19-11-801 authorizes municipalities to use certain alternative project delivery methods, including construction management agreements, when entering into a contract for the construction of a facility; and

WHEREAS, the City of Osceola advertised a Request for Qualified Statements to be submitted by December 21, 2023. These were reviewed by a team of city staff and council members; and

WHEREAS, the construction management method is deemed to provide the best value for the City because it makes a single entity responsible for both the design and construction; and

WHEREAS, the more traditional design-bid-build approach makes the City responsible for the construction cost of any additional work resulting from errors or omissions made by the designer but the construction management approach places that responsibility with the construction management entity;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:

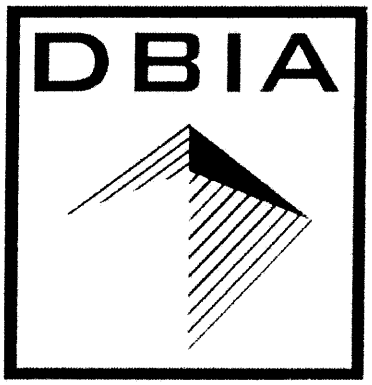
That the City Council hereby finds that the construction management method provides the best value for the City relative to constructing the new City of Osceola facility for use as Osceola Aquatic Center, and hereby authorizes the City Mayor to proceed with negotiation and signing of a construction management agreement, in the form of a "Design Build Contract" with Nabholz.

PRESENTED AND PASSED on this the 22nd day of January, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Osceola, Arkansas.

Joe Harris Jr., Mayor

ATTEST:

Jessica Griffin, City Clerk




# STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

**Document No. 535**
Second Edition, 2010
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Washington, DC

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# Article 1

## General

### 1.1 Mutual Obligations

**1.1.1** *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### 1.2 Basic Definitions

**1.2.1** *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), as modified by the parties.

**1.2.2** *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

**1.2.3** *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

**1.2.4** *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.5** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

**1.2.6** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

**1.2.7** *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

**1.2.8** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, fire, labor disputes, labor shortages, strikes, riots, unusual delay in transportation, material shortages, earthquakes, explosion, accidents, sabotage, riots, civil commotion, terrorism, casualty, condemnation, pandemics, epidemics, designated health emergencies, adverse weather conditions not reasonably anticipated, adverse government actions, vaccine mandates, other acts of God, or occurrences beyond the Design-Builder's reasonable control.


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**1.2.9** *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

**1.2.10** *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

**1.2.11** *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Betweein Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price.*

**1.2.12** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.13** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.14** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.15** *Site* is the land or premises on which the Project is located.

**1.2.16** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.17** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.18** *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.19** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

# Article 2

## Design-Builder's Services and Responsibilities

### 2.1 General Services.

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary skill and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of


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Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## 2.2 Design Professional Services.

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

## 2.3 Standard of Care for Design Professional Services.

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

## 2.4 Design Development Services.

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor


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changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Notwithstanding, it is the Owner's obligation to fully acquaint itself with the details of the design, finishes, colors, choices made regarding quality and functionality of the design, from which the project will be constructed according to the Owner's Project Criteria. Upon Owner's approval of the Construction Documents the Design-Builder shall prepare its Guaranteed Maximum Price. Any changes made by the Owner following the establishment of the Guaranteed Maximum Price shall constitute a changed condition and may be subject to additional cost and time.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may, in its sole and reasonable discretion, prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## 2.5 Legal Requirements.

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## 2.6 Government Approvals and Permits.

**2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## 2.7 Design-Builder's Construction Phase Services.


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**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed to the extent required by law and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## 2.8 Design-Builder's Responsibility for Project Safety.

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-


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related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

### 2.9 Design-Builder's Warranty.

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations or modifications by persons other than Design-Builder, normal wear and tear and usage by Owner, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

### 2.10 Correction of Defective Work.

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable and documented costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## Article 3

## Owner's Services and Responsibilities

### 3.1 Duty to Cooperate.

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.


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**3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

**3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

**3.2.1.4** A legal description of the Site;

**3.2.1.5** To the extent available, record drawings and as-builts of any existing structures at the Site; and

**3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

**3.2.3** Where required by law, the Owner shall directly retain special inspectors to inspect those aspects of the Work required by code or other law. Any deficiency reports by the inspector(s) shall be promptly furnished to Design-Builder.

**3.3 Financial Information.**

**3.3.1** At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

**3.3.3** Any consent to assignment of this Agreement to Owner's lender shall be conditioned upon


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Design-Builder being paid in full for all outstanding Applications for Payment which are due at the time of the assignment, and upon the assignee being responsible for all of Owner's remaining obligations under this Agreement.

### 3.4 Owner's Representative.

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

### 3.5 Government Approvals and Permits.

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

### 3.6 Owner's Separate Contractors.

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## Article 4

## Hazardous Conditions and Differing Site Conditions

### 4.1 Hazardous Conditions.

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.


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**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

### 4.2 Differing Site Conditions.

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## Article 5

## Insurance and Bonds

### 5.1 Design-Builder's Insurance Requirements.

**5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing


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insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

**5.1.4** The parties recognize that Professional Liability Insurance is typically written on a one-year, claims made basis and that neither Design-Builder nor its Design Consultant(s) can guarantee that such insurance will be available at reasonable rates after Substantial Completion. Owner shall not insist on a certificate of insurance beyond that which Design-Builder can reasonably provide. In addition, nothing in this Agreement shall require the Design-Builder or its Design Consultant(s) to name the Owner or others as additional insureds on any Professional Liability and Workers Compensation policies, which normally do not permit additional insureds.

**5.2 Owner's Liability Insurance.**

**5.2.1** Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Owner and Design-Builder Agreement, DBIA Document No. 530, as modified by the parties, to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

**5.3 Owner's Property Insurance.**

**5.3.1** Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

**5.3.2** Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

**5.3.3** Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

**5.3.4** Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement


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as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

**5.3.5** Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

**5.4 Bonds and Other Performance Security.**

**5.4.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

**5.4.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

# Article 6

## Payment

**6.1 Schedule of Values.**

**6.1.1** Upon execution of this Agreement and the establishment of the GMP, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

**6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to


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receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

**6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon Design-Builder's receipt of payment.

**6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

**6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

**6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work, subject to offsets for defective Work or services by such parties. Provided Owner makes all payments to Design-Builder when due, Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

**6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.


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**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

**6.6.4** If Owner occupies or attempts to use any portion of the Work prior to Substantial Completion, it agrees that it does so at its own risk, and shall sign any reasonable release or indemnity agreement required by Design-Builder as a condition of such use or occupancy.

**6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that, for amounts previously paid and contingent upon receipt of the final payment, there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will affect Owner's interests, or that any existing liens have been bonded by Design-Builder for Owner's protection;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** Operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.


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# Article 7

## Indemnification

**7.1 Patent and Copyright Infringement.**

**7.1.1** Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

**7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

**7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall, to the extent of payments received by Owner, indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-


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Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

### 7.4 Design-Builder's General Indemnification.

**7.4.1** Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend (but is not required to defend Owner or any indemnified party from a professional liability claim) Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.2** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

### 7.5 Owner's General Indemnification.

**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, agents and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

## Article 8

## Time

### 8.1 Obligation to Achieve the Contract Times.

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

### 8.2 Delays to the Work.

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, adverse weather conditions, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price for such reasonable amounts as arise out of or relate to such cause.


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**8.2.3** For purposes of this Article 8, "adverse weather conditions" refers not only to the actual weather, but the resulting impact on the project site after such weather condition ceases, such as mud, standing water, frozen soil or weather damage due to hail, high wind or other weather event.

# Article 9

## Changes to the Contract Price and Time

### 9.1 Change Orders.

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

### 9.2 Work Change Directives.

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

### 9.3 Minor Changes in the Work.

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

### 9.4 Contract Price Adjustments.

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the


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parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated cost to perform the services, including reasonable overhead and profit, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

**9.4.4** Where the price of labor, material, equipment or energy increases significantly during the term of the Agreement, through no fault of the Design-Builder, the Contract Price shall be equitably adjusted and documented in a Change Order. A significant price increase means a change in price from the date of Agreement execution to the date of performance by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts, or other documentation.

## 9.5 Emergencies.

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

**9.6 EPIDEMICS.** Owner and Design-Builder acknowledge and agree the Contract Price and Contract Time does not fully include all potential cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19, any other virus, disease, epidemic, pandemic, or public health crisis ("Epidemic"). Design-Builder cannot reasonably foresee or carry all necessary costs or contingencies for such Impacts. Therefore, if Design-Builder's Work is delayed, suspended, disrupted, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness


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and related costs; (3) unavailability of labor or increased labor costs, including but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, labor force reduction required or created by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, closures, changes in the law, or other directives or restrictions that impact the Work or the Project site, including without limitation vaccine or testing mandates; or (5) fulfillment of Design-Builder's contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price and Contract Time for all such Impacts.

# Article 10

## Contract Adjustments and Disputes

### 10.1 Requests for Contract Adjustments and Relief.

**10.1.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### 10.2 Dispute Avoidance and Resolution.

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted in the closest major metropolitan area to the Project (unless another location is mutually agreed to by the parties) by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The


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mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

**10.2.5** In the event a dispute is submitted to mediation under 10.2.4, the parties agree to equally split the mediator's fee and any filing fees. If it is necessary to file a lawsuit or arbitration to preserve rights of the parties under an applicable statutory limitations period, the parties agree, nonetheless, to submit the dispute to mediation within thirty (30) days of filing of such lawsuit or arbitration. Any agreements reached in mediation shall be enforceable as a settlement agreement.

**10.3 Arbitration.**

**10.3.1** Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

**10.3.2** The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

**10.3.3** Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

**10.3.4** The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party means the party that is afforded the greater relief with respect to claims having the greatest value or importance, as determined by the court or arbitrator(s) (whether affirmatively or by means of a successful defense), allowing for all of the claims, counterclaims, and defenses asserted. In claims for money damages, the total amount of recoverable attorneys' fees and costs shall not exceed the net monetary award of the prevailing party.

**10.4 Duty to Continue Performance.**

**10.4.1** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

**10.5 CONSEQUENTIAL DAMAGES.**

**10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to


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affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

# Article 11

## Stop Work and Termination for Cause

### 11.1 Owner's Right to Stop Work.

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

### 11.2 Owner's Right to Perform and Terminate for Cause.

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.


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**11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

**11.2.5** Design-Builder shall not be liable for either design services or construction Work that is incomplete due to a termination by Owner for cause or for convenience under this Agreement, including any errors, omissions or defects in such designs or Work that Design-Builder is prevented from correcting and completing due to any such termination. Owner shall pay Design-Builder as a Cost of the Work to make reasonably safe any incomplete Work or Site conditions left open due to a termination. Thereafter, Owner assumes full risk and control of the Site.

**11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

**11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

**11.3.1.3** Owner's failure to exercise any of the options at Section 6.6.2.4 of the Agreement.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

**11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period.


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If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

**11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

# Article 12

## Electronic Data

**12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

**12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted,


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generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

**12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

# Article 13

## Miscellaneous

**13.1 Confidential Information.**

**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

**13.2 Assignment.**

**13.2.1** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.


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**13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

**13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

**13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**13.7 Headings.**

**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**13.8 Notice.**

**13.8.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.


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**13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Accepted as of the last date entered below:

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |
| **Dated** | **Dated** |

NabModel Version 09.06.2023


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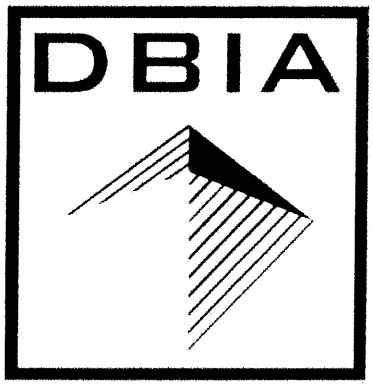


# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

**Document No. 530**
Second Edition 2010
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Washington, DC

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# Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the eleventh day of January in the year of 2024 by and between the following parties, for services in connection with the Project identified below:

**OWNER:**
*(Name and address)*
**The City of Osceola**
**303 W Hale**
**Osceola, AR 72370**

**DESIGN-BUILDER:**
*(Name and address)*
**Nabholz Construction**
**3415 One Place**
**Jonesboro, AR 72404**

**PROJECT:**
*(Include Project name and location as it will appear in the Contract Documents)*
**The City of Osceola – Quality of Life Aquatic Center**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.


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# Article 1

## Scope of Work

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

# Article 2

## Contract Documents

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

**2.1.2** The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

**2.1.3** This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

**2.1.4** The General Conditions of Contract; and

**2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

# Article 3

## Interpretation and Intent

**3.1** Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any apparent conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the GMP Exhibit or GMP Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*


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**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

# Article 4

## Ownership of Work Product

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below. The Owner shall not use the Design-Builder's Work Product to obtain bids from other contractors nor to build this Project after termination of this Agreement except as permitted in Section 4.3.

**4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that any other use or alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

**4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

**4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

**4.3.2** Owner agrees to pay Design-Builder the additional sum of Two Hundred and Fifty Thousand Dollars ($250,000.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.


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**4.4 Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

**4.5 Owner's Indemnification for Use of Work Product.** If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, and to the fullest extent permitted by law, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees and other costs of defense, arising out of or resulting from the use or alteration of the Work Product.

**4.6** This Article 4 shall survive any termination of this Agreement.

# Article 5

## Contract Time

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than (TBD) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.


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**5.4 [Intentionally Omitted]**

**5.5 [Intentionally Omitted]**

**5.6 [Intentionally Omitted]**

**5.7** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract

# Article 6

## Contract Price

**6.1 Contract Price.**

**6.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

**6.1.2** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: ***(This is an optional section intended to provide the parties with flexibility to identify and price limited preliminary services, such as a lump sum or cost-plus arrangement for preliminary design, programming, or services necessary to enable Design-Builder to furnish Owner with a GMP before execution of this Agreement.)***

**6.2 Design-Builder's Fee.**

**6.2.1** Design-Builder's Fee shall be:

Six percent (6%) of the Cost of Work, as adjusted in accordance with Section 6.2.2 below. The Design-Builder's Fee shall convert to a lump sum amount at the time the GMP is established.

**6.2.2** Design-Builder's Fee will be adjusted as follows for any changes in the Work:

The Design-Builder's Fee shall be adjusted for changes in the Work by zero percent (0.00%) for deductive changes and six percent (6.0%) for additive changes in the Work.

**6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

**6.3.1** Wages of direct employees of Design-Builder and Design Consultant Fees performing the Work at the Site or at locations off the Site. The Design-Builder shall secure the services of a Design Consultant for the purposes of providing the necessary Architectural/Engineering Services, hereafter "Design Consultant". Design services will be billed at 8% of the construction cost and include Architecture, Engineering (Civil, Structural, Mechanical, Electrical, Plumbing), and Landscaping. The Design-Builder shall also secure the services of an Aquatics Consultant for the purpose of providing necessary aquatics-specific design currently estimated at $182,820 for indoor and outdoor aquatics features, which will be adjusted based on final scope decisions made by


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the Owner. Reimbursable such as printing cost, topographical survey, geotechnical survey and reporting, asbestos survey and reporting, governmental review fees, survey or soils reports will be billed at cost as necessary.

**6.3.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the administration, management, production or transportation of material and equipment necessary for the Work.

**6.3.3** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof. This cost will be referenced as Labor Burden and shall be charged at a flat rate of 49% of base wage, provided that such costs are based on wages and salaries included in the Cost of the Work as described herein. Owner acknowledges that the information provided in this Section 6.3.3 is trade secret, proprietary, competitive or otherwise confidential to Design-Builder and shall not be disclosed to any third-party without advance written authorization of Design-Builder's Operations President. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Design-Builder within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such information without order.

**6.3.4** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

**6.3.5** Payments made or costs incurred by Design-Builder to Subcontractors, Suppliers and Design Consultants for performance of portions of the Work, including any insurance and bond premiums or other surety programs incurred by Subcontractors and Design Consultants.

**6.3.6** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

**6.3.7** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

**6.3.8** Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. It is agreed that any small tools less than $500.00 in value are presumed to be fully consumed in the Project and shall be billed as a Cost of the Work. All tools greater than $500.00 in value shall either be rented and charged to the Project at actual rates paid by Design-Builder; or, if owned by Design-Builder, shall be charged to the Project at a rate not in excess of 100% of the rental rates


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established by a local equipment rental company (or AGC Blue Book rates, if no local supplier available).

**6.3.9** Costs of removal of trash, debris and waste from the Site.

**6.3.10** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, cell phones, computer and internet service, telephone service, photocopying and reasonable petty cash expenses.

**6.3.11** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

**6.3.12** Premiums for insurance and bonds or other surety programs required by this Agreement or the performance of the Work. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents.

**6.3.12.1** Premiums for Subcontractor Payment and Performance Bonds shall be reimbursed at the following rate: (1) Design-Builder's Subcontractor and Supplier Default Insurance (SSDI) at one and a quarter percent (1.25%) of Subcontractor value (excluding those Subcontractor's "opted out" or for whom a bond is obtained); or (2) Design-Builder's actual premium cost for other Payment and Performance Bonds from the Subcontractors. At the Design-Builder's option, a combination of the above options may be used.

**6.3.12.2** The cost of the Design-Builder's insurance program shall be reimbursed at the rate of $15.50 per thousand dollars of Contract Sum. Rates shall be subject to adjustment on the first day of each calendar year if required by the Design-Builder.

**6.3.12.3** The Design-Builder will maintain Builders Risk Insurance at the rate of $0.15 per thousand of Contract Sum per month to insure the components of the Project while under construction and shall also maintain General Liability coverage as identified above to insure against losses to the adjacent structures from damage which may be caused by construction activity.

**6.3.12.4** Owner acknowledges that the information provided in this Section 6.3.12 is trade secret, proprietary, or otherwise confidential and competitive to Design-Builder, and shall not be disclosed to any third-party without advance written authorization of Design-Builder's Operations President. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Design-Builder within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such information without order.

**6.3.13** All fuel and utility costs incurred in the performance of the Work.

**6.3.14** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

**6.3.15** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.


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**6.3.16** Costs for permits, fee's as required by authorities having jurisdiction, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

**6.3.17** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

**6.3.18** Deposits which are lost, except to the extent caused by Design-Builder's negligence.

**6.3.19** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

**6.3.20** Accounting and data processing costs related to the Work.

**6.3.21** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

**6.3.22** Scaffolding, shoring, form work, temporary bracing and similar equipment or materials, whether rented or purchased, and which are used in the construction process.

**6.3.23** Third party testing and/or fees of laboratories for tests required by the Contract Documents.

**6.3.24** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**6.3.25** A warranty reserve in the amount of fourth tenths of a percent (0.4%) of the Cost of the Work will be established and included in the GMP Amendment(s) to cover the Design-Builder's cost for providing the warranty as outlined in the Contract Documents. The warranty reserve shall be deemed a Cost of the Work. In order to facilitate the final payment process set forth in Article 7.3, the Design-Builder will bill the Owner a lump sum amount for the full warranty reserve at the time of final payment. The expenditure of the warranty reserve will not be subject to the audit provisions of this Agreement.

**6.3.26** The sum for General Conditions will be billed as a lump sum and paid in monthly installments commencing with the next calendar month following the date of commencement of construction of the Project and concluding on the date of completion of the Work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in which the Final Completion occurs.

## 6.4 Allowance Items and Allowance Values.

**6.4.1** Any and all Allowance Items, as well as their corresponding Allowance Values, will be set forth in the GMP Exhibit or GMP Proposal and will be included within the GMP.

**6.4.2** Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.


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Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**6.4.3 [Intentionally Omitted]**

**6.4.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are subject to adjustment based upon the actual amount of the Allowance Item.

**6.4.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

**6.5 Non-Reimbursable Costs.**

**6.5.1** The following shall not be deemed as Costs of the Work:

**6.5.1.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

**6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work, or as defined by scheduled unit costs in N/A, attached hereto.

**6.5.1.3** The cost of Design-Builder's capital used in the performance of the Work.

**6.5.1.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

***[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.6 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]***

**6.6 The Guaranteed Maximum Price ("GMP").**

**6.6.1 ~~GMP Established Upon Execution of this Agreement.~~**

~~**6.6.1.1** Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars ($_____). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the GMP Exhibit will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 6.6.2.1 below, to ensure that the basis for the GMP is well-understood).*~~


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~~*[In lieu of 6.6.1.1, Owner and Design-Builder may want to include the following language.]*~~

~~☐ Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars ($_____). Documents used as basis for the GMP shall be identified as an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the lump sum amount of _____ Dollars ($_____), and as set forth in the GMP Exhibit. Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the lump sum amount, as well as be responsible for all costs of completing the Work which exceed the GMP, as said General Conditions lump sum amount and the GMP may be adjusted in accordance with the Contract Documents.~~

~~**6.6.1.2** The GMP includes a Contingency in the amount of _____ Dollars ($_____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) [intentionally omitted]; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; (f) mitigation of weather impact; (h) losses, expenses or damages not covered by insurance or bonds; (g) low estimates or deviations from the estimated cost and overly aggressive scheduling; (h) Subcontractor defaults; (j) shortage of properly skilled workforce that could not be reasonably anticipated; or (k) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance, bond, or surety default insurance may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency. This Section 6.6.1.2 shall apply to Section 6.6.2, when the GMP is established after execution of this Agreement.~~

**6.6.2 GMP Established after Execution of this Agreement.**

**6.6.2.1 GMP Proposal.** If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

**6.6.2.1.1** A proposed GMP, which shall be the sum of:

**.1** Design-Builder's Fee as defined in Section 6.2.1 hereof;

**.2** The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and

**.3** If applicable, any prices established under Section 6.1.2 hereof.


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**6.6.2.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

**6.6.2.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

**6.6.2.1.4** The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

**6.6.2.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

**6.6.2.1.6** If applicable, a schedule of alternate prices;

**6.6.2.1.7** If applicable, a schedule of unit prices;

**6.6.2.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);

**6.6.2.1.9** The time limit for acceptance of the GMP Proposal; and

**6.6.2.1.10** Owner acknowledges that the GMP applies in the aggregate to all categories and line items of the Cost of the Work as defined in the Contract Documents and in no event shall be considered a line item guarantee of the cost of any individual portion of the Work.

**6.6.2.2** Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. The primary purpose of this review is to evaluate the scope of the Work, the degree of finish, and any other detail of the Project's design. If Owner has any comments regarding the GMP Proposal, determines that any element of the design does not meet with the Owner's approval and acceptance, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

**6.6.2.3** Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement. The Owner's acceptance of the GMP Proposal shall establish a mutual agreement between the parties that the scope of Work represented by the Contract Documents is the complete Scope of Work to be performed, and that any substantive change resulting in additional cost or additional time, shall be the basis of a Change Order to the Design-Builder.

**6.6.2.4** Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:


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**6.6.2.4.1** Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

**6.6.2.4.2** Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

**6.6.2.4.3** Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

**6.6.3 Savings.**

**6.6.3.1** If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

***[Choose one of the following:]***

X Zero percent ( 0.00%) to Design-Builder and One Hundred percent (100%) to Owner.

or

~~The first _____ Dollars ($ _____) of Savings shall be provided to *(choose either Design-Builder or Owner)* _____, with the balance of Savings, if any, shared _____ percent (_____%) to Design-Builder and _____ percent (_____%) to Owner.~~

**6.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

**6.6.4** The GMP is or will be calculated based on current prices for component building materials. Design-Builder will use commercially reasonable diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of price increases or schedule disruptions; however, due to volatile market conditions, Design-Builder does not warrant material prices or the timely performance of material suppliers. Should there be a significant price increase in the prices of the specified materials that are purchased after establishment of the GMP, the Owner agrees that the GMP will be adjusted. A significant price increase means a change in price from the date of establishing the GMP to the date of purchasing the materials by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation.


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**6.7 Performance Incentives**

**6.7.1** Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit N/A

*[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.]*

# Article 7

## Procedure for Payment

**7.1 Progress Payments.**

**7.1.1** Design-Builder shall submit to Owner on the 25th day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract. Monthly Progress Payment Applications can be based upon percent complete for each schedule of value line item and the Final Payment Application will include all supporting documentation required by the Contract Documents. At any time during the Project, the Owner may request supporting documentation for review and approval of Monthly Progress Payment Applications.

**7.1.2** Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

**7.1.3** If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

**7.2 Retainage on Progress Payments.**

**7.2.1** Owner will retain five percent (5%) of the cost of Work, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

**7.2.2** Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's Final Application for Payment within ten (10) days after Owner's receipt of the Final


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Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of twelve percent (12 %) per annum or the highest rate allowed by applicable law, whichever is less, until paid.

**7.5 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice and during regular working hours, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit. Design-Builder, in its sole discretion, may archive Project records electronically.

# Article 8

## Termination for Convenience

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** All Work executed, purchased, procured, designed, in transit, or non-returnable, and for proven loss, cost or expense in connection with the Work, including lost anticipated early completion bonus and lost anticipated savings split;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**8.1.3** Overhead and profit in the amount of six percent (6%) on the sum of items 8.1.1 and 8.1.2 above.

**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of **the** following as applicable:

**8.2.1** If Owner terminates this Agreement **prior** to commencement of construction, Design-Builder shall be paid three percent (3%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**8.2.2** If Owner terminates this Agreement **after** commencement of construction, Design-Builder shall be paid six percent (6%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.


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**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent, all payments due to Design-Builder are satisfied, and such third parties' agreement to the terms of Article 4. Owner's indemnity obligations set forth in Section 4.5 hereof shall apply to any use or alteration of the Work Product by any third party to whom Owner transfers or assigns its right to use the Work Product.

# Article 9

## Representatives of the Parties

**9.1 Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Joe Harris Jr. – Mayor, City of Osceola**
**303 W Hale**
**Osceola, AR 72370**

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Cody Shreve – Chief Operating Officer, City of Osceola**
**303 W Hale**
**Osceola, AR 72370**

**9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Adam Seiter – EVP of Operations**
**3415 One Place**
**Jonesboro, AR 72404**
**(870)934-4800**

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Jon Folsom – Senior Project Manager**
**3415 One Place**
**Jonesboro, AR 72404**
**(870)934-4800**

**9.3 No Personal Liability.** Design-Builder and Owner agree that its sole and exclusive remedy for any and all obligations owing and any and all claims made under this Agreement shall be against the


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other party's corporate entity only, and there shall be no personal liability of officers, directors, shareholders, owners, members, partners, representatives, agents, or employees of either party.

# Article 10

## Bonds and Insurance

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth below and in accordance with Article 5 of the General Conditions of Contract.

**10.1.1** Worker's Compensation at statutory limits.

**10.1.2** Employer's Liability with policy limits of $1, 000,000 for bodily injury by disease, $1,000,000 each accident for bodily injury, and $1,000,000 each employee for bodily injury by disease.

**10.1.3** Commercial General Liability (CGL) for the project will be written on an occurrence form with policy limits of $1,000,000 each occurrence, $4,000,000 general aggregate, and $4,000,000 aggregate for products-completed operations hazard.

**10.1.3.1** The CGL policy should include the following conditions, in the policy or by special endorsement:

- **.1** Premises and Operations
- **.2** Broad Form Contractual/Contractually Assumed Liability
- **.3** Independent Contractors
- **.4** Personal Injury
- **.5** Products/Completed Operations
- **.6** "XCU" coverage - explosion, collapse, underground hazards
- **.7** Endorsement for Per Project Aggregate

**10.1.4** Automobile Liability covering hired, owned and non-owned vehicles, with a combined single policy limit per accident of $1,000,000.

**10.1.5** Builder's Risk in the amount of the specific GMP (per project).

**10.1.6** Umbrella Policy with limits of $5,000,000.

**10.1.7** Professional Liability (errors & omissions) insurance with policy limits of $2,000,000 per claim and in the aggregate. Coverage may be provided by Design-Builder's Design Consultants in lieu of by Design-Builder.

**10.2 Bonds and Other Performance Security.** In the event that the Owner requests that the Design-Builder provide Payment and Performance Bonds, the costs for the bonds shall be added to the GMP by a change order. If bonds are provided, all future change order amounts will also need to include bond costs. The bonds shall not cover design errors or omissions, which are covered by Professional Liability Insurance.


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# Article 11

## Other Provisions

**11.1 Other provisions, if any, are as follows:** *(Insert any additional provisions)*

**11.1.1** Owner acknowledges that certain information provided to it by Design-Builder contains information deemed trade secret or proprietary to Design-Builder. Such information includes but is not limited to Design-Builder's research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, Subcontractor Surety Default Insurance rates, performance and payment bond rates, and financial data of Design-Builder, its subsidiaries, operating service groups and affiliated companies, including data provided in support of applications for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Owner acknowledges the value of such information to the Design-Builder, and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or owner's parent, subsidiary of affiliated companies, or Owner's auditors or lenders to the extent such disclosure is necessary).

**11.2 Licensing.**

**11.2.1** Design-Builder is not a licensed or authorized architect or engineer and Owner acknowledges that it is contracting with Design-Builder to merely furnish, but not to perform, design services, and to manage and administer the furnishing of such services. Owner further acknowledges that Design-Builder will obtain all design services from licensed design professionals, duly authorized and registered to render such services in the state in which the Project is located.

**11.2.2** With the understanding that Design-Builder is not performing or rendering professional design services, Owner waives any defense to an action by Design-Builder to enforce this agreement which relates to Design-Builder's authorization to render design services in the Project state.

**11.3** Listing of Exhibits (incorporated herein by reference):

Exhibit A: DBIA Document No. 535 – Standard Form of General Conditions of Contract (as amended)

~~Exhibit B:~~ Design-Builder's GMP (To be developed at later date)

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.


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| **OWNER:** | **DESIGN-BUILDER:** |
| --- | --- |
| _____ | _____ |
| *(Name of Owner)* | *(Name of Design-Builder)* |
| _____ | _____ |
| *(Signature)* | *(Signature)* |
| _____ | _____ |
| *(Printed Name)* | *(Printed Name)* |
| _____ | _____ |
| *(Title)* | *(Title)* |
| Date: _____ | Date: _____ |

NabModel Version 12.11.2023


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Motion was made by Joe Buy and seconded by Donnie Pugh to approve the resolution. Roll was called and all Council members were in favor, except Sandra Brand who voted no.

Resolution was passed on the 22nd day of January 2024 and given number 2024-02.

The next resolution was introduced and reads as follows:

**Resolution No.** 2024-03

**A resolution authorizing the design-build method for**
**A existing City of Osceola facility for use**
**as Osceola Municipal Golf Course**

WHEREAS, Ark. Code Ann. § 19-11-801 authorizes municipalities to use certain alternative project delivery methods, including construction management agreements, when entering into a contract for the construction of a facility; and

WHEREAS, the City of Osceola advertised a Request for Qualified Statements to be submitted by December 21, 2023. These were reviewed by a team of city staff and council members; and

WHEREAS, the construction management method is deemed to provide the best value for the City because it makes a single entity responsible for both the design and construction; and

WHEREAS, the more traditional design-bid-build approach makes the City responsible for the construction cost of any additional work resulting from errors or omissions made by the designer but the construction management approach places that responsibility with the construction management entity;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:

That the City Council hereby finds that the construction management method provides the best value for the City relative to constructing the new City of Osceola facility for use as Osceola Golf Course, and hereby authorizes the City Mayor to proceed with negotiation and signing of a construction management agreement, in the form of a "Design Build Contract" with Landscapes Unlimited.

PRESENTED AND PASSED on this the _____ day of _____, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Osceola, Arkansas.

Joe Harris Jr., Mayor

ATTEST:

Jessica Griffin, City Clerk

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

**Document No. 530**
Second Edition 2010
© Design-Build Institute of America
Washington, DC

# INSTRUCTIONS

For DBIA Document No. 530 Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price (2010 Edition)

## Checklist

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

| | | |
|---|---|---|
| _____ | Page 1 | Owner's name, address and form of business |
| _____ | Page 1 | Design-Builder's name, address and form of business |
| _____ | Page 1 | Project name and address |
| _____ | Section 2.1.3 | Identify other exhibits to the Agreement |
| _____ | Section 4.2 | Note the optional provisions that are provided |
| _____ | Section 4.3.2 | Complete blanks for additional sum for use of Work Product |
| _____ | Section 5.2.1 | Complete blanks for calendar days and note the optional language that is provided |
| _____ | Section 5.2.2 | Insert any interim milestones (optional) |
| _____ | Section 5.4 | Complete blanks for liquidated damages and note the optional provisions that are provided |
| _____ | Section 5.5 | If the parties select the option provided they have to insert an amount |
| | Section 5.6 | Complete blanks for early completion bonus and note the optional provision that is provided |
| _____ | Section 5.7 | Note the optional provisions that are provided |
| _____ | Section 6.1.2 | Insert basis for pricing preliminary services (optional) |
| _____ | Section 6.2.1 | Choose basis for Fee and complete blanks |
| _____ | Section 6.2.2 | Insert financial arrangements for adjustments and note optional provisions |
| _____ | Section 6.3.3 | Complete blanks for markup; insert or attach personnel names, etc. |
| _____ | Section 6.3.4 | Note the optional provision that is provided |
| _____ | Section 6.4.4 | Note the optional provision that is provided |
| _____ | Section 6.6.1.1 | Complete blanks for GMP, and note the optional provision that is provided |
| _____ | Section 6.6.1.2 | Complete blanks for Design-Builder's Contingency |
| _____ | Section 6.6.3.1 | Choose method for sharing savings; complete blanks |
| _____ | Section 6.7.1 | Note optional provision |
| _____ | Section 7.1.1 | Complete blanks for day of month |
| _____ | Section 7.2.1 | Complete blanks for retention percentage and note optional provision |
| _____ | Section 7.2.2 | Note the optional provision that is provided |
| _____ | Section 7.4 | Complete blanks for interest rate |
| _____ | Section 8.1.3 | Choose overhead/profit method for termination for convenience |
| _____ | Section 8.2.1 | Complete blanks for percentages |
| _____ | Section 8.2.2 | Complete blanks for percentages |
| _____ | Section 9.1.1 | Insert Owner's Senior Representative's name, etc. (optional) |
| _____ | Section 9.1.2 | Insert Owner's Representative's name, etc. (optional) |
| _____ | Section 9.2.1 | Insert Design-Builder's Senior Representative's name, etc. (optional) |
| _____ | Section 9.2.2 | Insert Design-Builder's Representative's name, etc. (optional) |
| _____ | Section 10.1 | Attach Insurance Exhibit |
| _____ | Section 10.2 | Insert amount and conditions of bonds or other security and note the options that are provided |
| _____ | Section 11.1 | Insert any other provisions (optional) |
| _____ | Last Page | Owner's and Design-Builder's execution of the Agreement |


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# General Instructions

| No. | Subject | Instruction |
|---|---|---|
| 1. | Standard Forms | Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities. |
| 2. | DBIA Standard Form Contract Documents | Since its formation in 1993, the Design-Build Institute of America ("DBIA") has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices. |
| 3. | Use of Non-DBIA Documents | To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Documents on the same project to ensure consistency. |
| 4. | Legal Consequences | DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents. |
| 5. | Reproduction | DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited. |
| 6. | Modifications | Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.<br><br>Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms-familiarity with the terms. |
| 7. | Execution | It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement. |


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## Design-Build Institute of America - Contract Documents

## LICENSE AGREEMENT

**By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.**

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
4. **Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. **Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

# Specific Instructions

| Section | Title | Instruction |
|---|---|---|
| General | Purpose of This Agreement | DBIA Document No. 530 ("Agreement") should be used when the parties intend that Owner pay Design-Builder the Cost of the Work plus a Fee, with or without a Guaranteed Maximum Price ("GMP"). If there is uncertainty about Owner's Project Criteria, or the Project Criteria remain to be developed by Owner and Design-Builder together, a cost-plus/GMP contracting approach is desirable.<br><br>If there is certainty as to Owner's Project Criteria, a lump sum fixed price for the completion of all design and construction services may be suitable, especially when the Owner procures Design-Builder's services by competitive means. In such case, DBIA Document No. 525 should be used. |
| General | Purpose of These Instructions | These Instructions are not part of this Agreement, but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement. |
| General | Related Documents | This Agreement shall be used in conjunction with the General Conditions of Contract. Other related Contract Documents are listed in Article 2 of this Agreement. |
| General | Date | On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5. |
| General | Parties: Owner and Design-Builder | On Page 1, enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company, or other. |
| 2.1.2 | GMP Exhibit, GMP Proposal | If a GMP is established upon execution of this Agreement, the GMP Exhibit must be attached pursuant to Section 6.6.1.1. If a GMP is established after execution of this Agreement, the GMP Proposal must be attached pursuant to Section 6.6.2. Both the GMP Exhibit and GMP Proposal will include those Basis of Design Documents Design-Builder uses as the basis for its GMP. |
| 2.1.5 | Construction Documents | After execution of the Agreement, and consistent with the requirements of Section 2.4 of the General Conditions of Contract, Design-Builder will prepare Construction Documents, subject to Owner's review and approval. |
| 3.2 | Order of Precedence | The Contract Documents are listed in Section 2.1 in the order of their precedence. The GMP Exhibit and GMP Proposal are based on the Basis of Design Documents, which are comprised of various documents. The parties should strongly consider establishing the priority of the various documents comprising the GMP Exhibit or GMP Proposal to avoid disputes should discrepancies arise among the documents. Moreover, Section 2.1.3 recognizes that there may be other exhibits attached to this Agreement. If this is the case, the parties should discuss whether these exhibits should be part of the Basis of Design Documents. If these exhibits are not made part of the Basis of Design Documents, these exhibits will not take priority over the Basis of Design Documents in the event of a conflict. |
| 3.3 | Definitions | Terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract. |
| 3.4 | Design Specifications | The Owner is cautioned that if it includes design specifications in its Project Criteria there is case law holding that the Design-Builder is entitled to rely on such information, and to the extent such information is not accurate, the Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time. Accordingly, the Owner to avoid such potential liability should consider using performance specifications. |

| Section | Title | Instruction |
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| 4.1 | Work Product | This Agreement provides that the Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product according to the terms and circumstances described in Sections 4.2, 4.3, 4.4 and 4.5. |
| 4.2 | Owner's Limited License Upon Payment in Full | Design-Builder shall grant Owner, at Owner's sole risk, a limited license to use the Work Product at the completion of the Work in connection with Owner's occupation of the Project. This Section also provides the parties with the option of transferring ownership of some or all of the Work Product to the Owner upon payment in full for all Work performed. Generally, where the Owner desires ownership of Work Product, it is sufficient to transfer ownership of unique architectural and design elements. |
| 4.3 | Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate | Owner should not use the Termination for Convenience Clause to obtain Design-Builder's valuable design concepts, and then seek lower bids from other design-builders. Therefore, where Owner terminates this Agreement for its convenience, and then decides to complete the Project with its own or thirdparty forces, Design-Builder shall grant Owner the rights set forth in Section 4.2, provided Owner pays Design-Builder all amounts due Design-Builder as required by the Contract Documents, including paying Design-Builder an additional sum per Section 4.3.2 for the use of the Work Product. In the event Design-Builder elects to terminate this Agreement for cause, for reasons set forth in Section 11.4 of the General Conditions of Contract, these same conditions apply to Owner's use of the Work Product. |
| 4.3.2 | Additional Compensation | To minimize disputes, the parties should negotiate prior to the execution of the Agreement the amount Owner shall pay Design-Builder for the use of Design-Builder's Work Product in the event Owner terminates this Agreement for its convenience or Design-Builder elects to terminate this Agreement for cause. Enter this amount. |
| 4.4 | Owner's Limited License Upon Design-Builder's Default | If Design-Builder is properly terminated for default, Owner is granted a limited license to use the Work Product, to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2. |
| 4.5 | Owner's Indemnification for Use of Work Product | Owner's use or alteration of the Work Product shall be at its sole risk, and Owner must agree to defend, indemnify and hold harmless Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier. |
| 5.1 | Date of Commencement | Design-Builder's obligation to commence work is triggered by its receipt of a Notice to Proceed unless the parties mutually agree otherwise. |
| 5.2.1 | Substantial Completion of the Entire Work | Enter the calendar days duration by which Substantial Completion has to be achieved. The parties in this Section have the option of modifying the definition of Substantial Completion set forth in the General Conditions of Contract if they want to use a Temporary Certificate of Occupancy as the benchmark. If this option is selected, Substantial Completion will be deemed to be achieved no later than the date a Temporary Certificate of Occupancy is issued if applicable to the Project. |


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| Section | Title | Instruction |
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| 5.2.2 | Interim Milestones | It may be that some portions of the Work must be completed in phases or within a prescribed period of time to accommodate Owner's needs. The parties may, at their option, identify these portions of the Work to be completed prior to Substantial Completion of the entire Work. Enter the calendar days, starting from the Date of Commencement, for achieving Substantial Completion of these identified portions of the Work. If these portions of the Work are required to be substantially completed by certain milestone dates, enter those dates. As presently drafted, no remedy is provided to the Owner if an interim milestone is not met. If the Owner has special requirements as it relates to interim milestones, the Owner may want to consider a remedy for the Design-Builder's failure to meet an interim milestone, as well as providing a bonus to the Design-Builder for satisfying such interim milestone. |
| 5.4 | Liquidated Damages | Owner should make a good faith evaluation of the amount that is reasonably necessary to compensate it for delay. Owner should not establish liquidated damages to penalize Design-Builder. Moreover, in the event a GMP is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing liquidated damages until such time as the GMP is established.<br><br>Section 5.4 establishes a grace period between the Scheduled Substantial Completion Date and the assessment of liquidated damages in order to prevent disputes as to which party bears responsibility for only a few days of delay. The parties should enter the calendar days that may pass following the Scheduled Substantial Completion Date before liquidated damages will be assessed.<br>The parties are also provided the option of establishing liquidated damages if the Design-Builder fails to achieve Final Completion within a specified number of days after Substantial Completion. If this option is selected, the parties have to negotiate the number of days, as well as the liquidated damages amount. The parties in negotiating liquidated damages should keep in mind that the amount of liquidated damages for failing to achieve Final Completion should be a considerably scaled down amount and should reflect the financial harm to the Owner. In no case should the total amount of liquidated damages for the Project exceed an amount that is reasonably necessary to compensate Owner for Project delay.<br><br>The parties also have the option here of eliminating liquidated damages altogether, in which case the Owner can recover actual damages for Project delay at an amount that is capped by the parties. The Owner is cautioned that it still cannot recover consequential damages, as they are waived under Section 10.5.1 of the General Conditions of Contract. |
| 5.5 | Liquidated Damages Cap | The parties can agree to cap liquidated damages for delay at a negotiated amount. |


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| Section | Title | Instruction |
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| 5.6 | Early Completion Bonus | If the Project economics justify liquidated damages, then it is appropriate to couple these liquidated damages with an early completion bonus. The parties should enter the number of calendar days prior to the Scheduled Substantial Completion Date that will set the Bonus Date. Also, enter the amount of the bonus to be paid per day that will allow Owner to share with Design-Builder the economic benefits of early completion. Moreover, in the event a GMP is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing an early completion bonus until such time as the GMP is established. The parties also have the option in Section 5.6 of capping the early completion bonus at a negotiated amount. |
| 5.7 | Compensation for Force Majeure Events | The parties are provided the opportunity of providing the Design-Builder the right to receive compensation for Force Majeure Events. By selecting this option, the parties agree to modify Section 8.2.2 of the General Conditions of Contract, in which case the parties have to negotiate how many cumulative days of Force Majeure delays must occur before the Design-Builder is entitled to either a negotiated amount per day for delay or the direct costs it has incurred as a result of such delay. |
| 6.1.2 | Optional Pricing | This Agreement allows the parties the flexibility to establish within the Contract Price a different payment basis for certain preliminary portions of the Work which may be necessary to permit Design-Builder to furnish Owner with a GMP. Alternatively, the parties may use DBIA Document No. 520 to perform certain preliminary design services prior to setting the GMP. Enter a description of any such services, the basis for determining the price, and the price to be paid. |
| 6.2.1 | Design-Builder's Fee | Enter the amount of Design-Builder's Fee as a sum certain or as a percentage of the Cost of the Work. Design-Builder's Fee shall be commensurate with the services it provides and the risk it assumes in providing single point responsibility to Owner. |
| 6.2.2 | Adjustments to Design-Builder's Fee | For additive Change Orders, the parties have to negotiate the Fee the Design-Builder will receive. For deductive Change Orders, the parties have the option by checking the appropriate box to signify whether there will be no additional reduction or whether there will be an additional reduction based on a negotiated percentage. |
| 6.3.3 | Wages for Design-Builder's Employees at Principal or Branch Offices | DBIA endorses reimbursing salaries and associated benefits of Design-Builder's Project personnel, such as accountants, stationed at offices other than the field office, when to do so is more efficient and cost effective. Enter the percentage markup to be applied for Project-related overhead associated with such personnel. Insert, or attach as an exhibit, a list of such personnel and their job functions. |
| 6.3.4 | Employee Benefits | It may be simpler for the parties to agree on a multiplier (rather than actual costs) to compensate the Design-Builder for employee benefits. Accordingly, the parties may want to insert the multiplier to be applied to the wages and salaries of such reimbursable employees. |


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| Section | Title | Instruction |
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| 6.3.7 | Costs for Defective/Non-Conforming Work | The Cost of the Work shall include the costs to repair or correct defective or non-conforming Work (including warranty or corrective work performed after Substantial Completion) unless caused by Design-Builder's negligence. DBIA believes that Design-Builder should not be penalized for inadvertent mistakes which are inevitable when designing and constructing a Project. To do so would encourage ultra-conservatism in every task, the ultimate cost of which would be greater than a proactive approach to performing the Work. |
| 6.3.23 | Warranty Escrow | At this section, the parties are provided the opportunity to establish prior to Final Completion an escrow account in a negotiated amount to be used to reimburse the Design-Builder for its costs incurred in performing warranty Work. If funds remain in the escrow account after the expiration of the warranty period, the funds are returned to the Owner subject to Design-Builder's share of any savings. Note that even if the escrow account is exhausted, if funds remain under the GMP, the Owner is still obligated to reimburse the Design-Builder for its warranty Work. |
| 6.4.4 | Allowance Value | This section recognizes that the parties may agree that certain items of Work should be treated as an Allowance Item and priced based on Allowance Values. The Allowance Value for which the Design-Builder will be entitled to receive compensation includes direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the Allowance Item. All other costs associated with the Allowance Item, such as design fees, general conditions costs and fee, are deemed to be included in the Contract Price. However, by checking the box, the parties agree that in the event the actual cost of the Allowance Item is greater than or less than the Allowance Value by a negotiated percentage, then Design-Builder's right to Fee and markup shall be determined pursuant to Section 6.2.2. |
| 6.6 | The Guaranteed Maximum Price | This Agreement provides the parties flexibility in establishing the Contract Price. Parties can establish a GMP before or after entering into this Agreement, or elect to proceed on the basis of costs plus a fee, without a GMP.<br><br>If a GMP method is elected, the GMP should not be established until the Basis of Design Documents are sufficiently defined to make the GMP realistic and meaningful. Setting it too early does not permit reasonable opportunity for scope definition and evaluation of Project risk. On the other hand, setting it too late may not achieve Owner's objective of having an early price guarantee to enable it to make decisions relative to the Project. |


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| Section | Title | Instruction |
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| 6.6.1.1 | GMP at Agreement Execution | Enter the GMP, if appropriate. Attach as an exhibit to this Agreement the Basis of Design Documents used to establish the GMP. These documents comprise the GMP Exhibit which shall become a Contract Document pursuant to Section 2.1.1 of the Agreement. The Design-Builder does not guarantee any specific line item provided as part of the GMP.<br><br>By selecting the alternate option, the Design-Builder agrees to guarantee the line item in its GMP for general conditions costs only. The Design-Builder agrees that it is responsible for paying general conditions costs in excess of this line item. The Design-Builder does not guarantee any other line items in the GMP. |
| 6.6.1.2 | GMP Contingency | Enter the amount of Design-Builder's Contingency. The Contingency is for the exclusive use of the Design-Builder and covers all unanticipated costs incurred that are not the basis of a Change Order. This section sets forth by way of example only the type of costs that would be funded out of the Contingency. Other costs, such as but not limited to any deductibles the Design-Builder is obligated to pay, would be subject to reimbursement. The Design-Builder is also required to provide the Owner with a monthly status report accounting for the Contingency, including all reasonably foreseen uses and potential uses of the Contingency for the upcoming three months.<br><br>While not provided for in the Contingency provision, DBIA recognizes that there may be situations where the Owner will want to recapture the Contingency prior to Final Completion. For example, the Owner may want to use amounts in the Contingency to fund changes to the Project. The Owner's desire has to be balanced against the Design-Builder's need to use the Contingency to fund unanticipated costs for which it is liable. Accordingly, balancing these competing concerns is usually accomplished by releasing some of the Contingency to the Owner after the Design-Builder has bought out the Subcontractors, providing that the Design-Builder is not obligated to release Contingency amounts in excess of amounts identified for reasonably foreseen uses or potential uses of the Contingency. |


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| Section | Title | Instruction |
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| 6.6.2.1 | GMP Proposal After Execution of This Agreement | At the request of Owner, Design-Builder shall submit its GMP Proposal, which shall include the items listed in Sections 6.6.2.1.1 to 6.5.2.1.9. If the parties agree to additions or deletions from this list, modify this Section 6.6.2.1 appropriately.<br><br>The Agreement provides the parties with flexibility as to when the GMP Proposal will be submitted after execution of the Agreement. Prior to execution of the Agreement the parties should discuss when Owner desires Design-Builder to submit its GMP Proposal. |
| 6.6.2.1.4 | Schedule | Given that expedited delivery is one of the primary factors driving many owners to select the design-build method, DBIA strongly believes that the parties should discuss and understand what each party must do to support the Project schedule. The entire Work, both design and construction, should be scheduled. The schedule should indicate the dates for the start and completion of the various stages of the Work, including the date when Owner information and approvals are required, and any Owner created constraints. The Agreement also provides flexibility to establish the Scheduled Substantial Completion Date prior to submission of the GMP Proposal. |
| 6.6.2.3 | Acceptance of GMP Proposal | If Owner accepts the GMP Proposal, the parties should amend this Agreement to add the final GMP Proposal as a Contract Document pursuant to Section 2.1.2. |
| 6.6.2.4 | Failure to Accept the GMP Proposal | This Agreement provides three options for Owner in the event it fails to accept the GMP Proposal and two choices for Design-Builder if Owner fails to exercise any of the three options. These options are specifically designed to prevent one party from receiving a windfall in the event the parties cannot agree on the GMP and the Agreement is terminated.<br><br>The parties should take note that if Owner exercises its option to terminate for convenience, or Design-Builder suspends performance, Design-Builder will not be entitled to payment for uncompleted Work provided by Section 8.2. However, additional payment for Owner's use of Work Product will be due Design-Builder pursuant to Section 4.3, if Owner proceeds to complete the Project using Design-Builder's Work Product. |
| 6.6.3 | Savings | One of the benefits of a GMP approach is the possibility that with good management by Design-Builder and timely support from Owner the actual Cost of the Work and Fee may be less than the GMP. This creates a savings pool that should result in a benefit to both Design-Builder and Owner. Sharing these savings creates an incentive for Design-Builder to save costs. Some factors to consider in determining how the Savings are shared include the timing for the establishment of the GMP and the amount of Design-Builder's Fee established under Section 6.2.1. |
| 6.6.3.1 | Savings Calculations | This section provides that if the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted, the savings, if any, shall be shared. The Agreement offers two choices for distributing Savings. Choose a method and enter the appropriate figures. |


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| Section | Title | Instruction |
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| 6.7 | Performance Incentives | In addition for the potential of the Design-Builder to share in Savings as set forth in Section 6.6.3, there may be other performance incentives that will influence Project success. Such incentives may include award fees tied to the Design-Builder achieving certain standards relative to client satisfaction, safety, and personnel retention. The parties are encouraged to discuss the use of such incentives during negotiation of this Agreement. Any agreement on the use of incentives should be set forth in an exhibit attached to this Agreement. |
| 7.1.1 | Progress Payments | Enter the day of the month when Design-Builder shall submit its Application for Payment. |
| 7.2.1 | Retainage | Enter the percentage Owner will retain from Progress Payments to Design-Builder until fifty percent (50%) of the Work is completed. Owner should recognize that it creates undue hardship to hold retainage on Subcontractors that have completed their work early in the Project. Owner should accordingly consider releasing retainage on Subcontractors that complete work early in the Project, providing that these Subcontractors have satisfactorily performed their portion of the Work.<br><br>The parties are provided the option of modifying the retainage provision by checking the box. This option excludes from retainage the Design-Builder's General Conditions costs and amounts paid to Design-Builder's Design Consultant. The rationale for selecting this option is that the Design-Builder is obligated to pay its General Conditions costs in full each month and that under the design-bid-build delivery method, the Owner typically does not retain sums from its Designer. |
| 7.2.2 | Release of Retainage | This section requires the Owner to release retainage to the Design-Builder. If the Design-Builder and Owner have established a warranty reserve in accordance with Section 6.3.2.4, the parties shall establish an escrow account at this time. |
| 7.4 | Interest | The parties should enter the rate at which interest will accrue on Design-Builder's payments if unpaid five (5) days after due. Late payment creates a hardship for Design-Builder, its Design Consultants and Subcontractors. |
| 7.5 | Record Keeping | The Owner is provided access to Design-Builder's accounting information as it relates to Costs of the Work. However, if the parties have agreed to multipliers or markups, the time to challenge and negotiate those percentages is at the time the parties execute the Agreement and not during the Project or after it has been completed. Accordingly, the Owner can at any time audit these percentages only to confirm that such percentage has been properly charged and not to challenge the composition of such percentage. |


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| Section | Title | Instruction |
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| 8.1.3 | Termination for Convenience: Overhead and Profit | The parties should choose prior to execution of the Agreement the method that will be used to determine overhead and profit paid to Design-Builder in the event Owner terminates Design-Builder for its convenience. The parties may choose to set percentage rates for overhead and profit prior to execution of the Agreement, or may choose to determine reasonable sums to be paid for overhead and profit at the time of the termination. If the parties choose to set overhead and profit rates prior to execution of the Agreement, the percentages should be entered in Section 8.1.3. |
| 8.2 | Termination for Convenience: Additional Payments | Although it is important for Owner to have a process for terminating this Agreement for convenience, the process must consider the interests of Design-Builder. If Owner terminates this Agreement for its own convenience, compensating Design-Builder for its costs will not be adequate because Design-Builder will have committed its resources for a small amount of revenue. Therefore, in addition to the overhead and profit paid in Section 8.1, Owner shall pay Design-Builder an additional sum, calculated as a percentage of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price. Enter the percentages Owner shall pay Design-Builder if Owner terminates this Agreement for its own convenience prior to or after the start of construction. |
| 8.3 | Termination for Convenience: Owner's Use of Work Product | Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3. |
| Article 9 | Representatives of the Parties | Enter the name, title, address and telephone number of Owner's Senior Representative and Owner's Representative at Sections 9.1.1 and 9.1.2, respectively.<br><br>Enter the name, title, address and telephone number of Design-Builder's Senior Representative and Design-Builder's Representative at Sections 9.2.1 and 9.2.2, respectively.<br><br>The parties can elect to establish these Representatives during the performance of the Project rather than at the time of execution of this Agreement. If Representatives are identified after execution of the Agreement, an appropriate amendment should be made to the Agreement at the time these individuals are designated. |
| 10.1 | Insurance | Attach an Insurance Exhibit setting forth in detail the insurance coverages required for the Project. Parties are advised to familiarize themselves with the terms of Article 5 of the General Conditions of Contract, Insurance and Bonds, and to consult their insurance advisor. |
| 10.2 | Bonds | Enter the type and amount of bonds or other performance security required for the Project. Where bonding is not required by statute, Owner may want to evaluate the project risks versus the bonding costs in deciding what type of performance security to require. |


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| Section | Title | Instruction |
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| 11.1 | Other Provisions | Insert any other provisions. For example, the parties may elect to have disputes resolved through litigation rather than arbitration in which case the optional language in this Section should be included. |


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# Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the _____ day of _____ in the year of 20_____, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**
*(Name and address)*

**DESIGN-BUILDER:**
*(Name and address)*

**PROJECT:**
*(Include Project name and location as it will appear in the Contract Documents)*

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.


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# Article 1

## Scope of Work

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

# Article 2

## Contract Documents

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

**2.1.2** The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

**2.1.3** This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

**2.1.4** The General Conditions of Contract; and

**2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

# Article 3

## Interpretation and Intent

**3.1** Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the GMP Exhibit or GMP Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*


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**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

# Article 4

## Ownership of Work Product

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

**4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

***[At the parties' option, one of the following may be used in lieu of Section 4.2.]***

☐ Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

or

☐ Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or


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through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

**4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

**4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

**4.3.2** Owner agrees to pay Design-Builder the additional sum of _____ Dollars ($_____) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

**4.4 Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

**4.5 Owner's Indemnification for Use of Work Product.** If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

# Article 5

## Contract Time

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than _____ (_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

***[At the parties' option, the following supplemental language may be inserted at the end of Section 5.2.1 if the Project is subject to a Temporary Certificate of Occupancy.]***

☐ The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:


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"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by_ _____ (_____) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner _____ Dollars ($_____) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)*

***[The parties may want to consider the following supplemental language within Section 5.4 if they want to assess liquidated damages for failing to meet Final Completion. In this case, the first sentence in Section 5.2.3 should be deleted and replaced with the following language.]***

☐ Design-Builder understands that if Final Completion is not achieved within _____ days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within _____ (_____) days of Substantial Completion, Design-Builder shall pay to Owner _____ Dollars ($_____), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

***[In lieu of the liquidated damages specified in Section 5.4 or the alternate provided herein, the Parties may decide that the Agreement will provide for actual damages in the event of Project delay, with Owner being cautioned that there is a waiver of consequential damages under Section 10.5.1 of the General Conditions of Contract. In this case, delete Sections 5.4 and 5.5 and insert the following.]***

☐ **5.4** Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not timely achieved. Owner shall be able to recover such actual damages from Design-Builder to the extent it can demonstrate that actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not


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waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing, in no event shall Design-Builder's liability for actual damages for delays exceed _____ Dollars ($_____).

**5.5** Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

***[The Parties may also desire to cap the liquidated damages payable under this Agreement, in which case the following language should be included at the end of Section 5.5.]***

☐ Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be _____Dollars ($_____).

**5.6 Early Completion Bonus.** If Substantial Completion is attained on or before _____ (_____) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of _____ Dollars ($ _____) for each day that Substantial Completion is attained earlier than the Bonus Date. *(If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly.)*

***[The Parties may also desire to cap the early completion bonus payable under Section 5.6, in which case the following language should be included.]***

☐ Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is _____Dollars ($_____).

**5.7** ***[The Parties may also desire to modify Article 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time(s) to be extended. In such case, the following option can be used.]***

☐ In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed _____ (_____) cumulative days. Said additional compensation shall be limited to:

***[Check one box only]***

☐ $ _____ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

☐ the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.


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# Article 6

## Contract Price

**6.1 Contract Price.**

**6.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

**6.1.2** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited preliminary services, such as a lump sum or cost-plus arrangement for preliminary design, programming, or services necessary to enable Design-Builder to furnish Owner with a GMP before execution of this Agreement.)*

**6.2 Design-Builder's Fee.**

**6.2.1** Design-Builder's Fee shall be:

***[Choose one of the following:]***

☐ _____Dollars ($ _____), as adjusted in accordance with Section 6.2.2 below.

or

☐ _____ percent (_____%) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

**6.2.2** Design-Builder's Fee will be adjusted as follows for any changes in the Work:

**6.2.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of _____ _____ percent (_____%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in Exhibit _____ hereto.

**6.2.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

***[Check one box only]***

☐ No additional reduction to account for Design-Builder's Fee or any other markup.

or

☐ An amount equal to the sum of: (a) _____ percent (_____ %) applied to the direct costs of the net reduction (which amount will account for a


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reduction associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit _____hereto applied to the direct costs of the net reduction.

**6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

**6.3.1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

**6.3.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

**6.3.3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit _____ and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a _____ percent (_____%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

**6.3.4** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

***[In lieu of the language in Section 6.3.4 above, Design-Builder and Owner may want to include the following language:]***

☐ A multiplier of _____ percent (_____%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

**6.3.5** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

**6.3.6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

**6.3.7** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

**6.3.8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.


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**6.3.9** Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

**6.3.10** Costs of removal of debris and waste from the Site.

**6.3.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

**6.3.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

**6.3.13** Premiums for insurance and bonds required by this Agreement or the performance of the Work.

**6.3.14** All fuel and utility costs incurred in the performance of the Work.

**6.3.15** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

**6.3.16** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

**6.3.17** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

**6.3.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

**6.3.19** Deposits which are lost, except to the extent caused by Design-Builder's negligence.

**6.3.20** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

**6.3.21** Accounting and data processing costs related to the Work.

**6.3.22** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

***[Design-Builder and Owner may want to consider adding the following Section 6.3.23 to address the payment of warranty work:]***

☐ **6.3.23** Owner and Design-Builder agree that an escrow account in the amount of _____ _____ Dollars ($_____) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay


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Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

**6.4 Allowance Items and Allowance Values.**

**6.4.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

**6.4.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**6.4.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

**6.4.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

***[In the alternative, the parties may want to delete Section 6.4.4 and add the following provision.]***

☐ In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is _____percent (_____ %) greater than or less than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.2.

**6.4.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

**6.5 Non-Reimbursable Costs.**

**6.5.1** The following shall not be deemed as costs of the Work:

**6.5.1.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

**6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

**6.5.1.3** The cost of Design-Builder's capital used in the performance of the Work.

**6.5.1.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.


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subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

**6.6.2 GMP Established after Execution of this Agreement.**

**6.6.2.1 GMP Proposal.** If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

**6.6.2.1.1** A proposed GMP, which shall be the sum of:

**i.** Design-Builder's Fee as defined in Section 6.2.1 hereof;

**ii.** The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and

**iii.** If applicable, any prices established under Section 6.1.2 hereof.

**6.6.2.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

**6.6.2.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

**6.6.2.1.4** The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

**6.6.2.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

**6.6.2.1.6** If applicable, a schedule of alternate prices;

**6.6.2.1.7** If applicable, a schedule of unit prices;

**6.6.2.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

**6.6.2.1.9** The time limit for acceptance of the GMP Proposal.

**6.6.2.2** Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.


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***[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.6 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]***

**6.6 The Guaranteed Maximum Price ("GMP").**

**6.6.1 GMP Established Upon Execution of this Agreement.**

**6.6.1.1** Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars ($_____). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the GMP Exhibit will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 6.6.2.1 below, to ensure that the basis for the GMP is well-understood).*

***[In lieu of 6.6.1.1, Owner and Design-Builder may want to include the following language.]***

☐ Design-Builder guarantees that it shall not exceed the GMP of _____ _____ Dollars ($_____). Documents used as basis for the GMP shall be identified as an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of _____ Dollars ($_____), and as set forth in the GMP Exhibit ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said General Conditions Cap and the GMP may be adjusted in accordance with the Contract Documents.

**6.6.1.2** The GMP includes a Contingency in the amount of _____ Dollars ($_____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is


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**6.6.2.3** Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

**6.6.2.4** Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

**6.6.2.4.1** Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

**6.6.2.4.2** Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

**6.6.2.4.3** Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

**6.6.3 Savings.**

**6.6.3.1** If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

***[Choose one of the following:]***

☐ _____ percent (_____%) to Design-Builder and _____ percent (_____%) to Owner.

or

☐ The first _____ Dollars ($ _____)of Savings shall be provided to *(choose either Design-Builder or Owner)* _____, with the balance of Savings, if any, shared _____ percent (_____%) to Design-Builder and _____percent (_____%) to Owner.

**6.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.


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# 2024 State Vehicle Contract

| Item # | Vehicle Type | Description | Model | Price | Vendor | Vendor # | OA # | MPG City | MPG Hwy |
|---|---|---|---|---|---|---|---|---|---|
| | | | AUTOMOBILES | | | | | | |
| 1 | ABA | 4dr Sub-Compact Sedan | NO AWARD | NO AWARD | NO AWARD | | | | |
| 2 | ACA | 4dr Compact Sedan | NO AWARD | NO AWARD | NO AWARD | | | | |
| 3 | ADA | 4dr Mid-Size Sedan | NO AWARD | NO AWARD | NO AWARD | | | | |
| 4 | AEA | 4dr Large Sedan | NO AWARD | NO AWARD | NO AWARD | | | | |
| 5 | SAA | Small Station Wagon | NO AWARD | NO AWARD | NO AWARD | | | | |
| | | | TRUCKS | | | | | | |
| 6 | PAB | Small P/u Truck Extended | DISCONTINUED | DISCONTINUED | DISCONTINUED | | | | |
| 7 | PAD | Small Pickup Truck Crew | Ford Maverick | $26,376.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 8 | PAE | 1/2T Full Size 4x4 Crew Cab | RAM 1500 Big Horn Crew Cab 4X4 | $44,622.00 | Red River Dodge | 100158685 | 4600051622 | 19 | 24 |
| 9 | PBA | 1/2T Full Size; 4x2 Reg. Cab | NO AWARD | NO AWARD | NO AWARD | | | | |
| 10 | PBB | 1/2T Full Size; 4x2 Ext-Cab Medium Duty | Ram 1500 Big Horn Quad Cab 4X2 | $38,550.00 | Red River Dodge | 100158685 | 4600051622 | 20 | 25 |
| 11 | PBC | 1/2T Full Size; 4x2 Crew-Cab Medium Duty | RAM 1500 Big Horn Crew Cab 4X2 | $41,178.00 | Red River Dodge | 100158685 | 4600051622 | 20 | 25 |
| 12 | PCA | 1/2T Full Size; 4x4 Short Bed Reg. Cab | NO AWARD | NO AWARD | NO AWARD | | | | |
| 13 | PCB | 1/2T Full Size 4x4 Ex-Cab; Short Bed | Ram 1500 Big Horn Quad Cab 4X4 | $44,840.00 | Red River Dodge | 100158685 | 4600051622 | 17 | 23 |
| 14 | PCC | 1/2T Full Size 4x4; Crew-Cab; Short Bed | Ram 1500 Big Horn Crew Cab 4X4 | $47,432.00 | Red River Dodge | 100158685 | 4600051622 | 15 | 22 |
| 15 | PJA | 3/4T HD; 4x2 Reg. Cab Long Bed | Ford F-250 | $44,521.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 16 | PJB | 3/4T HD; 4x2 Ex-Cab Long Bed | Ford F-250 Extended Cab 4x2 | $46,809.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 17 | PJD | 3/4T HD; 4x2 Crew-Cab Long Bed | Ford F-250 | $48,122.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 18 | PEA | 3/4T HD; 4x4 Reg. Cab Long Bed | Ford F-250 | $47,039.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 19 | PEB | 3/4T HD; 4x4 Ex-Cab Long Bed | Ford F-250 | $49,336.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 20 | PED | 3/4T HD; 4x4 Crew-Cab Long Bed | Ford F-250 | $50,658.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 21 | PKA | 1T 4x2 Reg. Cab Dually Long Bed Gas Eng. | Ford F-350 | $46,809.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 22 | PQB | 1T 4x2 Chassis/Cab Single-Wheel, Crew Cab | Ford F-350 CC SRW | $49,997.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 23 | PRA | 1T 4x2 Chassis/Cab Reg. Cab Dually Gas Eng. | NO AWARD | NO AWARD | NO AWARD | | | | |
| 24 | PRB | 1T 4x2 Chassis/Cab Dually, Crew Cab Gas Eng. | Ford F-350 CC | $51,064.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 25 | PKD | 1T 4x2 Reg. Cab Dually Long Bed Diesel Eng. | Ford F-350 | $55,441.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 26 | PQD | 1T 4x2 Chassis/Cab Crew Cab SRW Diesel Eng. | Ford F-350 | $58,609.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 27 | PRC | 1T 4x2 Chassis/Cab Reg. Cab Dually, Diesel Eng. | Ford F-350 CC | $56,673.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 28 | PRD | 1T Chassis/Cab Crew-Cab Dually, Diesel Eng. | Ford F-350 | $59,696.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| | | | VANS & SUV's | | | | | | |
| 29 | VAA | 1/2T Full Size Utility Van; | Ford Transit | $44,481.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 30 | VAB | 3/4T Full Size Utility Van; | Ford Transit | $45,339.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 31 | VAC | 1T Full Size Utility Van; | Ford Transit LR Utility Van | $46,967.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 32 | VBA | 1/2T 8-Passenger Van | NO AWARD | NO AWARD | NO AWARD | | | | |
| 33 | VGA | 3/4T 8-Passenger Van; | NO AWARD | NO AWARD | NO AWARD | | | | |
| 34 | VCA | 1T 12-Passenger Van; | Ford Transit | $52,030.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 35 | VDA | 1T 15-Passenger Van; | Ford Transit | $53,326.00 | Smart Ford Malvern | 100201535 | 4600051623 | N/A | N/A |
| 36 | VEA | Compact Utility Mini-Van 2-Passenger | DISCONTINUED | DISCONTINUED | DISCONTINUED | | | | |
| 37 | VEB | Compact Utility Mini-Van 5-Passenger Wagon | DISCONTINUED | DISCONTINUED | DISCONTINUED | | | | |
| 38 | VFA | Compact 7-Pass Mini-Van | Chrysler Pacifica Touring L | $42,500.00 | Red River Dodge | 100158685 | 4600051622 | 19 | 28 |
| 39 | VHA | 2WD 5-Passenger Small Sport Utility Vehicle | DISCONTINUED | DISCONTINUED | DISCONTINUED | | | | |
| 40 | VHB | 4WD 5-Passenger Small Sport Utility Vehicle | DISCONTINUED | DISCONTINUED | DISCONTINUED | | | | |
| 41 | VHC | 2WD 5-Passenger Small Sport Utility Vehicle | NO AWARD | NO AWARD | NO AWARD | | | | |
| 42 | VHD | 4WD 5-Passenger Small SUV | DISCONTINUED | DISCONTINUED | DISCONTINUED | 100201535 | 4600051623 | 21 | 28 |
| 43 | VIA | 2WD 7-Passenger SUV | Ford Explorer | $39,928.00 | Smart Ford Malvern | 100201535 | 4600051623 | 21 | 28 |
| 44 | VIB | 4WD 7-Pass SUV | Ford Explorer | $41,773.00 | Smart Ford Malvern | 100201535 | 4600051623 | 20 | 27 |
| 45 | VSA | 2WD 8-Passenger SUV | NO AWARD | NO AWARD | NO AWARD | | | | |
| 46 | VSB | 4WD 8-Passenger SUV | NO AWARD | NO AWARD | NO AWARD | | | | |
| 47 | PMA | 2WD 8-Passenger Standard Sport Utility Vehicle | NO AWARD | NO AWARD | NO AWARD | | | | |
| | | | HYBRID / ALTERNATIVE VEHICLES | | | | | | |
| 48 | HMH | Toyota Prius | NO AWARD | NO AWARD | NO AWARD | | | | |
| 49 | HEA | Fiat 500E, Battery Electric - Plug-in Hybrid Electric | NO AWARD | NO AWARD | NO AWARD | | | | |
| 50 | HEB | Nissan Leaf | NO AWARD | NO AWARD | NO AWARD | | | | |
| 51 | HCX | Ford Escape Hybrid 4-Door Compact Sedan | NO AWARD | NO AWARD | NO AWARD | | | | |
| 52 | HMT | Toyota Camry Hybrid | NO AWARD | NO AWARD | NO AWARD | | | | |
| 53 | HVA | Chrysler Pacifica Mini-Van | Chrysler Pacifica Hybrid | $51,500.00 | Red River Dodge | 100158685 | 4600051622 | 33 ELE | 84 MPGE |

Motion was made by Sandra Brand and seconded by Joe Guy to approve the resolution. All Council members were in favor.

Resolution was passed on 18th day of December 2023 and given number 2023-57.

The next resolution was introduced and reads as follows:

**RESOLUTION NO 2023 - 58**

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT' WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK FOR THE PURPOSE OF LEASE-PURCHASING A 2024 VAC CON NON CDL 5 YARD COMBO TRUCK**

**WHEREAS,, the City Council, the Governing Body (the "Governing Body") of the City of Osceola, Arkansas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:**

1. The Lessee desires to enter into an Equipment Lease Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;
2. The Lessee is authorized pursuant to "The City and County Government Development Bond and Short-Term Financing Amendment" to the Constitution of the State of Arkansas to acquire tangible personal property with an expected useful life of more than one (1) year by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed five (5) years;
3. It is in the vest interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. It is necessary for the lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

**NOW, THEREFORE, BE IT Resolved by this Governing Body for and on behalf of the lessee as follows:**

Section 1. The Agreement and Exhibits attached there to in substantially the same form as attached hereto as Exhibit "A' by the between the Lessor and the Lessee is hereby approved and Mayor Jor Harris Jr. (the "Authorized Officer") Is hereby authorized and directed to execute said Agreement on behalf of the lessee.

Section 2. The Agreement is being issued in calendar year 2023.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the lease payments identified) in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments

in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross; proceeds of the Agreement are used (directly or indirectly) to make or finance loans to the persons, other than governmental units.

Section 6. Lessee hereby designates the Agreement as a Qualified tax-exempt obligation for purposes of Section 265 (b) of the Code.

Section 7. Lessee reasonably anticipates that the total amount of tax-exempt obligation (other than private activity bonds) to be issued by Lessee during calendar year 2023 will not exceed $10,000,000.00

Following the reading of the foregoing resolution, Council Member _____ moved that the foregoing resolution be adopted, Council Member _____ seconded the motion for its adoption.

**PASSED AND APPROVED this 18th day of December 2023.**

CITY OF OSCEOLA, ARKANSAS

BY: _____
Mayor Joe Harris Jr.

ATTEST

BY: _____
City Clerk Jessica Griffin

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 1/5/2024. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or jonathan.king@cadencebank.com.

Jonathan King

Jonathan King
Municipal Sales

**ACKNOWLEDGMENT AND ACCEPTANCE**

By: [redacted]

Date: [redacted]

CADENCE

# CADENCE EQUIPMENT FINANCE

***12/5/2023***

City of Osceola Waste and Wastewater, AR jerrytodd@benardutility.com

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

| | |
|---|---|
| 1. Lessor: | Cadence Equipment Finance, a division of Cadence Bank |
| 2. Lessee: | City of Osceola Waste and Wastewater, AR |
| 3. Equipment Description: | One (1) New Vac Con Non CDL 5 yard combo Truck |
| 4. Equipment Cost: | $440,443.00 |
| 5. Term: | 5 Years |
| 6. Lease Payments: | (These are approximate payment amounts. The actual payment will be determined at funding date.) |
| | Pay off anytime without penalty |
| | 60 monthly payments @ $8,470.01 arrears |
| | 5 annual payments @ $104,376.49 arrears |
| 7. Lease Rate: | 5.78% fixed at closing |
| 8. Funding Date: | This proposal is contingent upon the equipment being delivered and the lease funded prior to * **increase in the current prime rate of 8.50%.** Any extension of the funding or delivery date must be in writing. |
| 9. Purchase Option: | Title is passed to Lessee at lease expiration for no further consideration. |

VAC-CON
MORE TO YOU

11/13/2023

3YD COMBINATION JET/VACUUM SEWER CLEANER

**SOURCEWELL CONTRACT: 101221-VAC**

Customer: OSCEOLA Shipping: ARKANSAS

| Requirement Specification | |
|---|---|
| Combination jet/vacuum sewer cleaner with all standard equipment VPD2130H/500 | |
| Freightliner Lightweight model M2 106 4 x 2 chassis with a 300HP engine, 26,000 GVWR, Non CDL | |
| Body mounting on chassis | |
| Extendable, 6" Intake System | |
| Front mounted swivel hose reel | |
| 500 Gallon polyethylene water tank capacity | |
| 400' of 3/4" Jet rodder hose | |
| Giant Water system 0-30 gpm/ 3000 psi, 3/4" hose | |
| Cobra brand hose | |
| 50' Capacity retractable hand gun hose reel | |
| Air purge system | |
| Debris body power flush system | |
| Hydro-Excavation package | |
| Winter recirculating connection for high pressure circuit | |
| Winter recirculating system for rodder hose | |
| Hose footage counter | |
| Remote debris tank grease assembly | |

| Requirement Specification | |
|---|---|
| LED 4 Strobes - (2) front bumper, (2) rear bumper | |
| LED Boom mounted flood lights with limb guard | |
| Midbody LED strobes | |
| Low water alarm with light | |
| Rear camera placement | |
| Wireless remote control | |
| Traffic camera with color monitor | |
| 5 Yard Debris Tank Configuration Upgrade | |
| Paint: TBA | |
| Safety Striping: White or Blue | |
| Local dealer pre delivery and inspection | |
| On site customer training | |
| Freight | |
| Additional Discount Offered By Local Dealer | |
| TOTAL PRICE OFFERED TO SOURCEWELL MEMBER | $440,443.00 |

**Delivery is _____ Days after receipt of order. SOURCEWELL CONTRACT NO 101221-VAC**

VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS EMAIL: MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

**THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION**

### 6.7 Performance Incentives

**6.7.1** Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit _____.

*[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.]*

# Article 7

## Procedure for Payment

### 7.1 Progress Payments.

**7.1.1** Design-Builder shall submit to Owner on the _____(_____) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

**7.1.3** If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

### 7.2 Retainage on Progress Payments.

**7.2.1** Owner will retain _____ percent (_____%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

***[Design-Builder and Owner may want to consider substituting the following retainage provision.]***

☐ Owner will retain _____ percent (_____%) of the cost of Work, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

**7.2.2** Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all


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other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

***[If Owner and Design-Builder have established a warranty reserve pursuant to Section 6.3.23 above, the following provision should be included.]***

☐ If a warranty reserve has been established pursuant to Section 6.3.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 6.3.24 above.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of _____ _____percent (_____ %) per month until paid.

**7.5 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

# Article 8

## Termination for Convenience

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**8.1.3** ***[Choose one of the following:]***

☐ The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.


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or

☐ Overhead and profit in the amount of _____percent (_____%) on the sum of items 8.1.1 and 8.1.2 above.

**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

**8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

*[The following Article 9 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]*

# Article 9

## Representatives of the Parties

**9.1 Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*


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**9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

# Article 10

## Bonds and Insurance

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

**Performance Bond.**

***[Check one box only. If no box is checked, then no bond is required.]***

☐ Required ☐ Not Required

**Payment Bond.**

***[Check one box only. If no box is checked, then no bond is required.]***

☐ Required ☐ Not Required

**Other Performance Security.**

***[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]***

☐ Required ☐ Not Required


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# Article 11

## Other Provisions

**11.1 Other provisions, if any, are as follows:** *(Insert any additional provisions)*

[Section 2.3.1 of the General Conditions of Contract sets forth a traditional negligence standard as it relates to the Design-Builder's performance of design professional services. If the Basis of Design Documents identify specific performance standards that can be objectively measured, the parties, by including the following language, agree that the Design-Builder is obligated to achieve such standards.]

☐ Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

***[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative dispute resolution clause.]***

☐ Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.


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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

| **OWNER:** | **DESIGN-BUILDER:** |
|---|---|
| _____ | _____ |
| *(Name of Owner)* | *(Name of Design-Builder)* |
| _____ | _____ |
| *(Signature)* | *(Signature)* |
| _____ | _____ |
| *(Printed Name)* | *(Printed Name)* |
| _____ | _____ |
| *(Title)* | *(Title)* |
| Date: _____ | Date: _____ |

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First, motion was made by Joe Guy and seconded by Linda Watson to amend the resolution from aquatic to golf course. All Council members were in favor, except Sandra Brand who voted no.

Next, Joe Guy made a motioned and it was seconded by Linda Watson to approve the resolution. Roll was called and the following people voted aye: Linda Watson, Joe Guy, and Donnie Pugh. Council members voting nay: Sandra Brand, Tyler Dunegan, and Gary Cooper. Mayor Harris voted aye, passing the resolution.

Resolution was passed on the 22nd of January 2024 and given number 2024-03.

During the meeting, Cody Shreve and Chance Walker spoke to the council about a project regarding a housing development. Motion was made by Sandra Brand and seconded by Joe Guy to continue on and move forward with plan. All Council members were in favor.

Gary Cooper made a motion, and it was seconded by Joe Guy for Tyler Dunegan to be pro tem. All Council members were in favor.

With no further business, the meeting was adjourned.

Joe Harris, Mayor

Jessica Griffin, City Clerk/Treasurer

| January 2024 | Current Month | | | Year to Date | | | Annual | | Elapsed |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | Budget | | 8% |
| ***Revenue:*** | | | | | | | | | |
| 01 - Osceola Light & Power | 1,432,988 | 1,493,679 | 60,692 | 1,432,988 | 1,493,679 | 60,692 | 17,195,850 | | 9% |
| 02 - City General Fund | 571,365 | 601,208 | 29,843 | 571,365 | 601,208 | 29,843 | 6,856,380 | | 9% |
| 03 - Street Fund | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 600,040 | | 8% |
| 04 - Sanitation Fund | 77,754 | 83,821 | 6,067 | 77,754 | 83,821 | 6,067 | 933,050 | | 9% |
| ***Total Funds*** | ***2,132,110*** | ***2,227,123*** | ***95,013*** | ***2,132,110*** | ***2,227,123*** | ***95,013*** | ***25,585,320*** | | 9% |
| ***Operating Expense:*** | | | | | | | | | |
| 01 - Osceola Light & Power | 1,272,399 | 1,287,464 | (15,065) | 1,272,399 | 1,287,464 | (15,065) | 15,268,785 | | 8% |
| 02 - City General Fund | 659,078 | 903,284 | (244,206) | 659,078 | 903,284 | (244,206) | 7,908,933 | | 11% |
| 03 - Street Fund | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 1,153,450 | | 6% |
| 04 - Sanitation Fund | 93,850 | 85,003 | 8,847 | 93,850 | 85,003 | 8,847 | 1,126,200 | | 8% |
| ***Total Funds*** | ***2,121,447*** | ***2,347,265*** | ***(225,818)*** | ***2,121,447*** | ***2,347,265*** | ***(225,818)*** | ***25,457,368*** | | 9% |
| ***Impact to Surplus:*** | | | | | | | | | |
| 01 - Osceola Light & Power | 160,589 | 206,216 | (45,627) | 160,589 | 206,216 | 45,627 | 1,927,065 | | 11% |
| 02 - City General Fund | (87,713) | (302,076) | 214,363 | (87,713) | (302,076) | (214,363) | (1,052,553) | | 29% |
| 03 - Street Fund | (46,118) | (23,100) | (23,017) | (46,118) | (23,100) | 23,017 | (553,410) | | 4% |
| 04 - Sanitation Fund | (16,096) | (1,182) | (14,914) | (16,096) | (1,182) | 14,914 | (193,150) | | 1% |
| ***Total Funds*** | ***10,663*** | ***(120,142)*** | ***130,805*** | ***10,663*** | ***(120,142)*** | ***(130,805)*** | ***127,952*** | | |

OMLP/CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
ALL FUND SUMMARY

| January 2024 | January 2024 | | | January 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| January 2024 | 8% | | | Year to Date | | | Elapsed | Annual | Prev Yr |
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| ELECTRIC | 1,229,750 | 1,264,437 | 34,687 | 1,229,750 | 1,264,437 | 34,687 | 9% | 14,757,000 | 14,486,765 |
| WATER | 127,500 | 139,303 | 11,803 | 127,500 | 139,303 | 11,803 | 9% | 1,530,000 | 1,632,337 |
| SEWER | 75,000 | 86,533 | 11,533 | 75,000 | 86,533 | 11,533 | 10% | 900,000 | 989,551 |
| OMLP ADMIN | 738 | 3,406 | 2,669 | 738 | 3,406 | 2,669 | 38% | 8,850 | 45,419 |
| CITY ADMIN | 510,535 | 524,951 | 14,417 | 510,535 | 524,951 | 14,417 | 9% | 6,126,415 | 6,278,321 |
| POLICE | 37,667 | 50,339 | 12,672 | 37,667 | 50,339 | 12,672 | 11% | 452,000 | 596,386 |
| FIRE | 4,167 | 10,309 | 6,143 | 4,167 | 10,309 | 6,143 | 21% | 50,000 | 257,931 |
| OPAR | 14,167 | 8,900 | (5,267) | 14,167 | 8,900 | (5,267) | 5% | 170,000 | 138,724 |
| COURT | | | | | | | N/A | | |
| JAIL | | | | | | | N/A | | |
| GOLF | 4,622 | 2,425 | (2,197) | 4,622 | 2,425 | (2,197) | 4% | 55,465 | 42,745 |
| AIRPORT | - | 4,284 | 4,284 | - | 4,284 | 4,284 | N/A | - | 87,443 |
| CODE ENFORCEMENT | - | - | - | | | | N/A | | |
| ANIMAL CONTROL | 208 | - | (208) | 208 | - | (208) | 0% | 2,500 | 816 |
| STREET | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| GARBAGE | 68,754 | 73,963 | 5,209 | 68,754 | 73,963 | 5,209 | 9% | 825,050 | 813,690 |
| COMPOST | - | - | - | - | - | - | N/A | - | - |
| PEST CONTROL | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| TOTAL | 2,132,110 | m | 95,013 | 2,132,110 | 2,227,123 | 95,013 | 9% | 25,585,320 | 26,162,693 |
| EXPENSE | | | | | | | | | |
| ELECTRIC | 1,018,388 | 1,025,563 | (7,176) | 1,018,388 | 1,025,563 | (7,176) | 8% | 12,220,650 | 12,914,549 |
| WATER | 79,588 | 80,581 | (993) | 79,588 | 80,581 | (993) | 8% | 955,050 | 926,682 |
| SEWER | 59,324 | 56,405 | 2,919 | 59,324 | 56,405 | 2,919 | 8% | 711,885 | 831,761 |
| OMLP ADMIN | 115,100 | 124,915 | (9,815) | 115,100 | 124,915 | (9,815) | 9% | 1,381,200 | 854,737 |
| CITY ADMIN | 77,238 | 289,235 | (211,998) | 77,238 | 289,235 | (211,998) | 31% | 926,850 | 1,189,306 |
| POLICE | 257,048 | 296,582 | (39,534) | 257,048 | 296,582 | (39,534) | 10% | 3,084,570 | 2,357,725 |
| FIRE | 112,632 | 124,582 | (11,950) | 112,632 | 124,582 | (11,950) | 9% | 1,351,585 | 1,548,707 |
| OPAR | 74,592 | 53,610 | 20,981 | 74,592 | 53,610 | 20,981 | 6% | 895,100 | 742,784 |
| COURT | 9,072 | (613) | 9,685 | 9,072 | (613) | 9,685 | -1% | 108,858 | 148,529 |
| JAIL | 48,258 | 36,715 | 11,543 | 48,258 | 36,715 | 11,543 | 6% | 579,100 | 491,996 |
| GOLF | 27,289 | 16,153 | 11,136 | 27,289 | 16,153 | 11,136 | 5% | 327,470 | 261,394 |
| AIRPORT | 667 | 71,207 | (70,540) | 667 | 71,207 | (70,540) | 890% | 8,000 | 15,506 |
| CODE ENFORCEMENT | 16,250 | 2,059 | 14,191 | 16,250 | 2,059 | 14,191 | 1% | 195,000 | 143,762 |
| ANIMAL CONTROL | 36,033 | 13,753 | 22,280 | 36,033 | 13,753 | 22,280 | 3% | 432,400 | 183,584 |
| STREET | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| GARBAGE | 84,100 | 85,003 | (903) | 84,100 | 85,003 | (903) | 8% | 1,009,200 | 962,253 |
| COMPOST | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | - |
| PEST CONTROL | 9,625 | - | 9,625 | 9,625 | - | 9,625 | 0% | 115,500 | 86,630 |
| TOTAL | 2,121,447 | 2,347,265 | (225,818) | 2,121,447 | 2,347,265 | (225,818) | 9% | 25,457,368 | 24,779,318 |
| IMPACT TO SUPRLUS | | | | | | | | | |
| ELECTRIC | 211,363 | 238,874 | 27,511 | 211,363 | 238,874 | 27,511 | 9% | 2,536,350 | 1,572,216 |
| WATER | 47,913 | 58,722 | 10,810 | 47,913 | 58,722 | 10,810 | 10% | 574,950 | 705,655 |
| SEWER | 15,676 | 30,128 | 14,452 | 15,676 | 30,128 | 14,452 | 16% | 188,115 | 157,790 |
| OMLP ADMIN | (114,363) | (121,508) | (7,146) | (114,363) | (121,508) | (7,146) | 9% | (1,372,350) | (809,318) |
| CITY ADMIN | 433,297 | 235,716 | (197,581) | 433,297 | 235,716 | (197,581) | 5% | 5,199,565 | 5,089,016 |
| POLICE | (219,381) | (246,242) | (26,862) | (219,381) | (246,242) | (26,862) | 9% | (2,632,570) | (1,761,339) |
| FIRE | (108,465) | (114,273) | (5,808) | (108,465) | (114,273) | (5,808) | 9% | (1,301,585) | (1,290,776) |
| OPAR | (60,425) | (44,711) | 15,714 | (60,425) | (44,711) | 15,714 | 6% | (725,100) | (604,060) |
| COURT | (9,072) | 613 | 9,685 | (9,072) | 613 | 9,685 | -1% | (108,858) | (148,529) |
| JAIL | (48,258) | (36,715) | 11,543 | (48,258) | (36,715) | 11,543 | 6% | (579,100) | (491,996) |
| GOLF | (22,667) | (13,728) | 8,939 | (22,667) | (13,728) | 8,939 | 5% | (272,005) | (218,649) |
| AIRPORT | (667) | (66,923) | 74,824 | (667) | (66,923) | (66,257) | 837% | (8,000) | 71,937 |
| CODE ENFORCEMENT | (16,250) | (2,059) | (14,191) | (16,250) | (2,059) | 14,191 | 1% | (195,000) | (143,762) |
| ANIMAL CONTROL | (35,825) | (13,753) | 22,072 | (35,825) | (13,753) | 22,072 | 3% | (429,900) | (182,768) |
| STREET | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |
| GARBAGE | (15,346) | (11,040) | 4,306 | (15,346) | (11,040) | 4,306 | 6% | (184,150) | (148,563) |
| COMPOST | (125) | - | 125 | (125) | - | 125 | 0% | (1,500) | - |
| PEST CONTROL | (625) | 9,858 | 10,483 | (625) | 9,858 | 10,483 | -131% | (7,500) | 20,528 |
| TOTAL | 10,663 | (120,142) | (18,105) | 10,663 | (120,142) | (130,805) | -94% | 127,952 | 1,383,375 |

OMLP/CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
CONSOLIDATED SUMMARY

January 2024 January 2024

| January 2024 | 8% | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| OMLP | 1,432,988 | 1,493,679 | 60,692 | 1,432,988 | 1,493,679 | 60,692 | 9% | 17,195,850 | 17,154,072 |
| CITY | 571,365 | 601,208 | 29,843 | 571,365 | 601,208 | 29,843 | 9% | 6,856,380 | 7,402,366 |
| STREET | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| SANITATION | 77,754 | 83,821 | 6,067 | 77,754 | 83,821 | 6,067 | 9% | 933,050 | 920,848 |
| TOTAL | 2,132,110 | 2,227,123 | 95,013 | 2,132,110 | 2,227,123 | 95,013 | 9% | 25,585,320 | 26,162,693 |
| EXPENSE | | | | | | | | | |
| OMLP | 1,272,399 | 1,287,464 | (15,065) | 1,272,399 | 1,287,464 | (15,065) | 8% | 15,268,785 | 15,527,729 |
| CITY | 659,078 | 903,284 | (244,206) | 659,078 | 903,284 | (244,206) | 11% | 7,908,933 | 7,083,293 |
| STREET | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| SANITATION | 93,850 | 85,003 | 8,847 | 93,850 | 85,003 | 8,847 | 8% | 1,126,200 | 1,048,883 |
| TOTAL | 2,121,447 | 2,347,265 | (225,818) | 2,121,447 | 2,347,265 | (225,818) | 9% | 25,457,368 | 24,779,318 |
| IMPACT TO SURPLUS | | | | | | | | | |
| OMLP | 160,589 | 206,216 | 45,627 | 160,589 | 206,216 | 45,627 | 11% | 1,927,065 | 1,626,343 |
| CITY | (87,713) | (302,076) | (214,363) | (87,713) | (302,076) | (214,363) | 29% | (1,052,553) | 319,074 |
| STREET | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |
| SANITATION | (16,096) | (1,182) | 14,914 | (16,096) | (1,182) | 14,914 | 1% | (193,150) | (128,035) |
| TOTAL | 10,663 | (120,142) | (130,805) | 10,663 | (120,142) | (130,805) | -94% | 127,952 | 1,383,375 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
OMLP FUND SUMMARY

| January 2024 | January 2024 | | | January 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 8% | | | Year to Date | | | Elapsed | Annual | Prev Yr |
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| ELECTRIC | 1,229,750 | 1,264,437 | 34,687 | 1,229,750 | 1,264,437 | 34,687 | 9% | 14,757,000 | 14,486,765 |
| WATER | 127,500 | 139,303 | 11,803 | 127,500 | 139,303 | 11,803 | 9% | 1,530,000 | 1,632,337 |
| SEWER | 75,000 | 86,533 | 11,533 | 75,000 | 86,533 | 11,533 | 10% | 900,000 | 989,551 |
| ADMIN | 738 | 3,406 | 2,669 | 738 | 3,406 | 2,669 | 38% | 8,850 | 45,419 |
| TOTAL | 1,432,988 | 1,493,679 | 60,692 | 1,432,988 | 1,493,679 | 60,692 | 9% | 17,195,850 | 17,154,072 |
| EXPENSE | | | | | | | | | |
| ELECTRIC | 1,018,388 | 1,025,563 | (7,176) | 1,018,388 | 1,025,563 | (7,176) | 8% | 12,220,650 | 12,914,549 |
| WATER | 79,588 | 80,581 | (993) | 79,588 | 80,581 | (993) | 8% | 955,050 | 926,682 |
| SEWER | 59,324 | 56,405 | 2,919 | 59,324 | 56,405 | 2,919 | 8% | 711,885 | 831,761 |
| ADMIN | 115,100 | 124,915 | (9,815) | 115,100 | 124,915 | (9,815) | 9% | 1,381,200 | 854,737 |
| TOTAL | 1,272,399 | 1,287,464 | (15,065) | 1,272,399 | 1,287,464 | (15,065) | 8% | 15,268,785 | 15,527,729 |
| IMPATCT TO SURPLUS | | | | | | | | | |
| ELECTRIC | 211,363 | 238,874 | 27,511 | 211,363 | 238,874 | 27,511 | 9% | 2,536,350 | 1,572,216 |
| WATER | 47,913 | 58,722 | 10,810 | 47,913 | 58,722 | 10,810 | 10% | 574,950 | 705,655 |
| SEWER | 15,676 | 30,128 | 14,452 | 15,676 | 30,128 | 14,452 | 16% | 188,115 | 157,790 |
| ADMIN | (114,363) | (121,508) | (7,146) | (114,363) | (121,508) | (7,146) | 9% | (1,372,350) | (809,318) |
| TOTAL | 160,589 | 206,216 | 45,627 | 160,589 | 206,216 | 45,627 | 11% | 1,927,065 | 1,626,343 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
GENERAL FUND SUMMARY

| January 2024 | January 2024 | | | | January 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| January 2024 | 8% | | | | Year to Date | | | Elapsed | Annual | Prev Yr |
| | Budget | Actual | Var (+) (-) | | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | | |
| ADMIN | 510,535 | 524,951 | 14,417 | | 510,535 | 524,951 | 14,417 | 9% | 6,126,415 | 6,278,321 |
| POLICE | 37,667 | 50,339 | 12,672 | | 37,667 | 50,339 | 12,672 | 11% | 452,000 | 596,386 |
| FIRE | 4,167 | 10,309 | 6,143 | | 4,167 | 10,309 | 6,143 | 21% | 50,000 | 257,931 |
| OPAR | 14,167 | 8,900 | (5,267) | | 14,167 | 8,900 | (5,267) | 5% | 170,000 | 138,724 |
| GOLF | 4,622 | 2,425 | (2,197) | | 4,622 | 2,425 | (2,197) | 4% | 55,465 | 42,745 |
| AIRPORT | - | 4,284 | 4,284 | | - | 4,284 | 4,284 | N/A | - | 87,443 |
| CODE ENFORCEMENT | - | - | - | | - | - | - | N/A | - | |
| ANIMAL CONTROL | 208 | - | (208) | | 208 | - | (208) | 0% | 2,500 | 816 |
| TOTAL | 571,365 | 601,208 | 29,843 | # | 571,365 | 601,208 | 29,843 | 9% | 6,856,380 | 7,402,366 |
| EXPENSE | | | | | | | | | | |
| ADMIN | 77,238 | 289,235 | (211,998) | | 77,238 | 289,235 | (211,998) | 31% | 926,850 | 1,189,306 |
| POLICE | 257,048 | 296,582 | (39,534) | | 257,048 | 296,582 | (39,534) | 10% | 3,084,570 | 2,357,725 |
| FIRE | 112,632 | 124,582 | (11,950) | | 112,632 | 124,582 | (11,950) | 9% | 1,351,585 | 1,548,707 |
| OPAR | 74,592 | 53,610 | 20,981 | | 74,592 | 53,610 | 20,981 | 6% | 895,100 | 742,784 |
| COURT | 9,072 | (613) | 9,685 | | 9,072 | (613) | 9,685 | -1% | 108,858 | 148,529 |
| JAIL | 48,258 | 36,715 | 11,543 | | 48,258 | 36,715 | 11,543 | 6% | 579,100 | 491,996 |
| GOLF | 27,289 | 16,153 | 11,136 | | 27,289 | 16,153 | 11,136 | 5% | 327,470 | 261,394 |
| AIRPORT | 667 | 71,207 | (70,540) | | 667 | 71,207 | (70,540) | 890% | 8,000 | 15,506 |
| CODE ENFORCEMENT | 16,250 | 2,059 | 14,191 | | 16,250 | 2,059 | 14,191 | 1% | 195,000 | 143,762 |
| ANIMAL CONTROL | 36,033 | 13,753 | 22,280 | | 36,033 | 13,753 | 22,280 | 3% | 432,400 | 183,584 |
| TOTAL | 659,078 | 903,284 | (244,206) | | 659,078 | 903,284 | (244,206) | 11% | 7,908,933 | 7,083,293 |
| IMPACT TO SURPLUS | | | | | | | | | | |
| ADMIN | 433,297 | 235,716 | (197,581) | | 433,297 | 235,716 | (197,581) | 5% | 5,199,565 | 5,089,016 |
| POLICE | (219,381) | (246,242) | (26,862) | | (219,381) | (246,242) | (26,862) | 9% | (2,632,570) | (1,761,339) |
| FIRE | (108,465) | (114,273) | (5,808) | | (108,465) | (114,273) | (5,808) | 9% | (1,301,585) | (1,290,776) |
| OPAR | (60,425) | (44,711) | 15,714 | | (60,425) | (44,711) | 15,714 | 6% | (725,100) | (604,060) |
| COURT | (9,072) | 613 | 9,685 | | (9,072) | 613 | 9,685 | -1% | (108,858) | (148,529) |
| JAIL | (48,258) | (36,715) | 11,543 | | (48,258) | (36,715) | 11,543 | 6% | (579,100) | (491,996) |
| GOLF | (22,667) | (13,728) | 8,939 | | (22,667) | (13,728) | 8,939 | 5% | (272,005) | (218,649) |
| AIRPORT | (667) | (66,923) | 74,824 | | (667) | (66,923) | 74,824 | 837% | (8,000) | 71,937 |
| CODE ENFORCEMENT | (16,250) | (2,059) | (14,191) | | (16,250) | (2,059) | (14,191) | 1% | (195,000) | (143,762) |
| ANIMAL CONTROL | (35,825) | (13,753) | 22,072 | | (35,825) | (13,753) | 22,072 | 3% | (429,900) | (182,768) |
| TOTAL | (87,713) | (302,076) | 214,363 | | (87,713) | (302,076) | (101,664) | 29% | (1,052,553) | 319,074 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
STREET FUND SUMMARY

| January 2024 | January 2024 | | | January 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| January 2024 | 8% | | | Year to Date | | | Elapsed | Annual | Prev Yr |
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| STREET | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| TOTAL | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| EXPENSE | | | | | | | | | |
| STREET | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| TOTAL | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| IMPACT TO SURPLUS | | | | | | | | | |
| STREET | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |
| TOTAL | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
SANITATION FUND SUMMARY

| January 2024 | January 2024 8% | | | January 2024 Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| GARBAGE | 68,754 | 73,963 | 5,209 | 68,754 | 73,963 | 5,209 | 9% | 825,050 | 813,690 |
| COMPOST | - | - | - | - | - | - | N/A | - | - |
| PEST CONTROL | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| TOTAL | 77,754 | 83,821 | 6,067 | 77,754 | 83,821 | 6,067 | 9% | 933,050 | 920,848 |
| EXPENSE | | | | | | | | | |
| GARBAGE | 84,100 | 85,003 | (903) | 84,100 | 85,003 | (903) | 8% | 1,009,200 | 962,253 |
| COMPOST | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | - |
| PEST CONTROL | 9,625 | - | 9,625 | 9,625 | - | 9,625 | 0% | 115,500 | 86,630 |
| TOTAL | 93,850 | 85,003 | 8,847 | 93,850 | 85,003 | 8,847 | 8% | 1,126,200 | 1,048,883 |
| IMPACT TO SURPLUS | | | | | | | | | |
| GARBAGE | (15,346) | (11,040) | 4,306 | (15,346) | (11,040) | 4,306 | 6% | (184,150) | (148,563) |
| COMPOST | (125) | - | 125 | (125) | - | 125 | 0% | (1,500) | - |
| PEST CONTROL | (625) | 9,858 | 10,483 | (625) | 9,858 | 10,483 | -131% | (7,500) | 20,528 |
| TOTAL | (16,096) | (1,182) | 14,914 | (16,096) | (1,182) | 14,914 | 1% | (193,150) | (128,035) |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
ELECTRIC DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | 1,208,333 | 1,241,814 | 33,480 | 1,208,333 | 1,241,814 | 33,480 | 9% | 14,500,000 | 14,266,758 |
| NEGATIVE COST ADJ | - | - | - | - | - | - | N/A | - | |
| FREE SERVICES | - | - | - | - | - | - | N/A | - | - |
| LATE PENALTY FEES | 12,500 | 10,155 | (2,345) | 12,500 | 10,155 | (2,345) | 7% | 150,000 | 134,212 |
| RECONNECTION FEES | 3,500 | 4,325 | 825 | 3,500 | 4,325 | 825 | 10% | 42,000 | 44,575 |
| POLE RENTAL | 3,333 | 6,087 | 2,754 | 3,333 | 6,087 | 2,754 | 15% | 40,000 | 18,174 |
| CREDIT CARD FEES | 1,667 | 1,557 | (110) | 1,667 | 1,557 | (110) | 8% | 20,000 | 19,771 |
| SERVICE FEES | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS - TRANSFER FEES | 417 | 500 | 83 | 417 | 500 | 83 | 10% | 5,000 | 3,275 |
| TOTAL REVENUES | 1,229,750 | 1,264,437 | 34,687 | 1,229,750 | 1,264,437 | 34,687 | 9% | 14,757,000 | 14,486,765 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 65,833 | 54,356 | 11,477 | 65,833 | 54,356 | 11,477 | 7% | 790,000 | 738,236 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | 833 | 1,726 | (892) | 833 | 1,726 | (892) | 17% | 10,000 | 17,769 |
| PAYROLL TAX | 5,267 | 3,977 | 1,290 | 5,267 | 3,977 | 1,290 | 6% | 63,200 | 56,350 |
| GROUP INSURANCE | 5,417 | 4,995 | 421 | 5,417 | 4,995 | 421 | 8% | 65,000 | 52,009 |
| PENSION EXPENSE | 2,500 | 1,260 | 1,240 | 2,500 | 1,260 | 1,240 | 4% | 30,000 | 24,710 |
| TRAVEL & TRAINING EXPENSE | 833 | 6,000 | (5,167) | 833 | 6,000 | (5,167) | 60% | 10,000 | 7,316 |
| SAFETY SUPPLIES | 417 | 571 | (155) | 417 | 571 | (155) | 11% | 5,000 | 3,835 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 417 | (12) | 429 | 417 | (12) | 429 | 0% | 5,000 | 3,365 |
| MATERIALS AND SUPPLIES | 1,667 | 3,204 | (1,537) | 1,667 | 3,204 | (1,537) | 16% | 20,000 | 19,388 |
| TELEPHONE | 417 | 1,259 | (843) | 417 | 1,259 | (843) | 25% | 5,000 | 7,239 |
| BUILDING EXPENSE | 583 | 669 | (86) | 583 | 669 | (86) | 10% | 7,000 | 21,717 |
| UTILITIES | 1,458 | 2,120 | (662) | 1,458 | 2,120 | (662) | 12% | 17,500 | 18,648 |
| INSURANCE | 1,250 | - | 1,250 | 1,250 | - | 1,250 | 0% | 15,000 | 28,735 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 629 |
| LICENSES | 17 | - | 17 | 17 | - | 17 | 0% | 200 | 260 |
| IMMUNIZATIONS & PHYSICALS | 63 | - | 63 | 63 | - | 63 | 0% | 750 | 521 |
| REPAIRS & MAINTENANCE - VEH & EQ | 4,167 | 802 | 3,365 | 4,167 | 802 | 3,365 | 2% | 50,000 | 63,140 |
| OPERATING EXPENSES - VEHICLES | 2,667 | 5,367 | (2,700) | 2,667 | 5,367 | (2,700) | 17% | 32,000 | 49,715 |
| REP & MAINT - GENERATORS | - | - | - | - | - | - | N/A | - | 2,055 |
| TRANSFORMER REPAIRS & DISPOSAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | - |
| ELECTRIC POWER PURCHASED | 858,333 | 888,436 | (30,102) | 858,333 | 888,436 | (30,102) | 9% | 10,300,000 | 11,227,313 |
| DEPRECIATION | 45,833 | 45,833 | 0 | 45,833 | 45,833 | 0 | 8% | 550,000 | 500,004 |
| DEPRECIATION - VEHICLES | 5,000 | 5,000 | - | 5,000 | 5,000 | - | 8% | 60,000 | 62,500 |
| TREE TRIMMING | 14,583 | - | 14,583 | 14,583 | - | 14,583 | 0% | 175,000 | - |
| CONSULTING SERVICES | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 9,095 |
| TOTAL EXPENDITURES | 1,018,388 | 1,025,563 | (7,176) | 1,018,388 | 1,025,563 | (7,176) | 8% | 12,220,650 | 12,914,549 |
| IMPACT TO SURPLUS | 211,363 | 238,874 | 27,511 | 211,363 | 238,874 | 27,511 | 9% | 2,536,350 | 1,572,216 |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
WATER DEPARTMENT

| January 2024 | Current Month | | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | | |
| SALES | 125,000 | 133,701 | 8,701 | | 125,000 | 133,701 | 8,701 | 9% | 1,500,000 | 1,584,953 |
| ADJUSTMENTS | - | - | - | | - | - | - | N/A | - | - |
| FREE SERVICES | - | - | - | | - | - | - | N/A | - | (2) |
| LATE PENALTY FEES | 2,083 | 3,661 | 1,578 | | 2,083 | 3,661 | 1,578 | 15% | 25,000 | 23,392 |
| SERVICE FEES | 417 | 1,940 | 1,523 | | 417 | 1,940 | 1,523 | 39% | 5,000 | 23,994 |
| TOTAL REVENUES | 127,500 | 139,303 | 11,803 | | 127,500 | 139,303 | 11,803 | 9% | 1,530,000 | 1,632,337 |
| EXPENDITURES | | | | | | | | | | |
| SALARIES STAFF | 27,083 | 27,289 | (206) | | 27,083 | 27,289 | (206) | 8% | 325,000 | 305,848 |
| SALARIES DEPT MANAGER | - | - | - | | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | 3,500 | 2,381 | 1,119 | | 3,500 | 2,381 | 1,119 | 100% | 42,000 | 38,794 |
| PAYROLL TAX | 2,167 | 2,012 | 155 | | 2,167 | 2,012 | 155 | 8% | 26,000 | 23,260 |
| GROUP INSURANCE | 3,125 | 1,469 | 1,656 | | 3,125 | 1,469 | 1,656 | 4% | 37,500 | 16,784 |
| PENSION EXPENSE | 750 | 559 | 191 | | 750 | 559 | 191 | 6% | 9,000 | 6,764 |
| TRAVEL & TRAINING EXPENSE | 208 | - | 208 | | 208 | - | 208 | 0% | 2,500 | 445 |
| SAFETY SUPPLIES | 392 | 555 | (164) | | 392 | 555 | (164) | 12% | 4,700 | 1,081 |
| EMPLOYEE RELATIONS | - | - | - | | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 375 | 1,576 | (1,201) | | 375 | 1,576 | (1,201) | 35% | 4,500 | 12,006 |
| MATERIALS AND SUPPLIES | 3,750 | 2,291 | 1,459 | | 3,750 | 2,291 | 1,459 | 5% | 45,000 | 38,146 |
| CHEMICALS AND SUPPLIES | 4,583 | 6,208 | (1,625) | | 4,583 | 6,208 | (1,625) | 11% | 55,000 | 83,032 |
| TOOLS | 250 | - | 250 | | 250 | - | 250 | 0% | 3,000 | 1,212 |
| TELEPHONE | 1,667 | 527 | 1,140 | | 1,667 | 527 | 1,140 | 3% | 20,000 | 4,653 |
| BUILDING EXPENSE | 333 | 303 | 30 | | 333 | 303 | 30 | 8% | 4,000 | 653 |
| UTILITIES | 4,167 | 7,107 | (2,941) | | 4,167 | 7,107 | (2,941) | 14% | 50,000 | 53,511 |
| INSURANCE | 1,667 | - | 1,667 | | 1,667 | - | 1,667 | 0% | 20,000 | 18,846 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 1,250 | - | 1,250 | | 1,250 | - | 1,250 | 0% | 15,000 | 41,544 |
| LICENSES | 667 | - | 667 | | 667 | - | 667 | 0% | 8,000 | 2,414 |
| IMMUNIZATIONS & PHYSICALS | 71 | - | 71 | | 71 | - | 71 | 0% | 850 | 57 |
| REPAIRS & MAINTENANCE - VEH & EQ | 750 | 611 | 139 | | 750 | 611 | 139 | 7% | 9,000 | 9,381 |
| OPERATING EXPENSES - VEHICLES | 1,667 | 146 | 1,521 | | 1,667 | 146 | 1,521 | 1% | 20,000 | 1,749 |
| MANHOLE & PIPE REHAB | 417 | - | 417 | | 417 | - | 417 | 0% | 5,000 | - |
| PIPE & HYDRANT REPAIR | - | - | - | | - | - | - | N/A | - | - |
| WELL AND PUMP REPAIRS | 417 | - | 417 | | 417 | - | 417 | 0% | 5,000 | 363 |
| PUMP AND TANK REPAIRS | 5,000 | 12,795 | (7,795) | | 5,000 | 12,795 | (7,795) | 21% | 60,000 | 63,483 |
| EQUIPMENT RENTAL | - | - | - | | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | | - | - | - | N/A | - | - |
| DEPRECIATION - WATER PLANT | 12,250 | 12,250 | - | | 12,250 | 12,250 | - | 8% | 147,000 | 174,996 |
| DEPRECIATION - VEHICLES | 2,500 | 2,500 | - | | 2,500 | 2,500 | - | 8% | 30,000 | 27,500 |
| CONSULTING SERVICES | 583 | - | 583 | | 583 | - | 583 | 0% | 7,000 | 160 |
| INTEREST EXPENSE | - | - | - | | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 79,588 | 80,581 | (993) | | 79,588 | 80,581 | (993) | 8% | 955,050 | 926,682 |
| IMPACT TO SURPLUS | 47,913 | 58,722 | 10,810 | | 47,913 | 58,722 | 10,810 | 10% | 574,950 | 705,655 |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
SEWER DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | ElAEsed | Annual | Proposed | Adjusted | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | mendme | Annual Budget | Actual |
| REVENUES | | | | | | | | | | | |
| SALES | 75,000 | 86,053 | 11,053 | 75,000 | 86,053 | 11,053 | 10% | 900,000 | | 900,000 | 988,446 |
| FREE SERVICE | - | - | - | - | - | - | N/A | - | | - | - |
| SERVICE FEES | - | 480 | 480 | - | 480 | 480 | N/A | - | | - | 1,105 |
| TOTAL REVENUES | 75,000 | 86,533 | 11,533 | 75,000 | 86,533 | 11,533 | 10% | 900,000 | - | 900,000 | 989,551 |
| EXPENDITURES | | | | | | | | | | | |
| SALARIES STAFF | 20,833 | 25,491 | (4,658) | 20,833 | 25,491 | (4,658) | 10% | 250,000 | | 250,000 | 261,441 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | | - | - |
| TEMP SERVICE WAGES | 2,013 | 3,784 | (1,771) | 2,013 | 3,784 | (1,771) | 16% | 24,150 | | 24,150 | 67,898 |
| PAYROLL TAX | 1,667 | 1,892 | (226) | 1,667 | 1,892 | (226) | 9% | 20,000 | | 20,000 | 20,433 |
| GROUP INSURANCE | 1,667 | 1,222 | 445 | 1,667 | 1,222 | 445 | 6% | 20,000 | | 20,000 | 14,066 |
| PENSION EXPENSE | 450 | 599 | (149) | 450 | 599 | (149) | 11% | 5,400 | | 5,400 | 6,835 |
| TRAVEL & TRAINING EXPENSE | 167 | 24 | 142 | 167 | 24 | 142 | 1% | 2,000 | | 2,000 | 2,612 |
| SAFETY SUPPLIES | 146 | 620 | (474) | 146 | 620 | (474) | 35% | 1,750 | | 1,750 | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | | - | - |
| UNIFORM EXPENSE | 250 | 878 | (628) | 250 | 878 | (628) | 29% | 3,000 | | 3,000 | - |
| MATERIALS AND SUPPLIES | 3,108 | 1,140 | 1,969 | 3,108 | 1,140 | 1,969 | 3% | 37,300 | | 37,300 | 49,386 |
| CHEMICALS AND SUPPLIES | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | (4,500) | 5,500 | 4,346 |
| TOOLS | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 | | 2,500 | 545 |
| TELEPHONE | 258 | - | 258 | 258 | - | 258 | 0% | 3,096 | | 3,096 | - |
| BUILDING EXPENSE | 583 | - | 583 | 583 | - | 583 | 0% | 7,000 | | 7,000 | 623 |
| UTILITIES | 5,583 | 2,119 | 3,465 | 5,583 | 2,119 | 3,465 | 3% | 67,000 | | 67,000 | 42,514 |
| INSURANCE | 375 | - | 375 | 375 | - | 375 | 0% | 4,500 | | 4,500 | 11,380 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 10 | - | 10 | 10 | - | 10 | 0% | 120 | | 120 | 3,479 |
| LICENSES | 1,292 | - | 1,292 | 1,292 | - | 1,292 | 0% | 15,500 | 4,500 | 20,000 | 7,626 |
| IMMUNIZATIONS & PHYSICALS | 33 | 45 | (12) | 33 | 45 | (12) | 11% | 400 | | 400 | 696 |
| REPAIRS & MAINTENANCE - VEH & EQ | 833 | 1,273 | (439) | 833 | 1,273 | (439) | 13% | 10,000 | | 10,000 | 21,035 |
| OPERATING EXPENSES - VEHICLES | 833 | 2,254 | (1,421) | 833 | 2,254 | (1,421) | 23% | 10,000 | | 10,000 | 14,007 |
| MANHOLE & PIPE REHAB | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | | 10,000 | - |
| PUMP AND TANK REPAIRS | 2,083 | - | 2,083 | 2,083 | - | 2,083 | 0% | 25,000 | | 25,000 | 36,959 |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | | - | - |
| DEPRICIATION SEWER SYSTEMS | 13,369 | 13,369 | (0) | 13,369 | 13,369 | (0) | 8% | 160,425 | | 160,425 | 245,004 |
| DEPRECIATION - VEHICLES | 1,697 | 1,697 | (0) | 1,697 | 1,697 | (0) | 8% | 20,362 | | 20,362 | 20,364 |
| CONSULTING SERVICES | 199 | - | 199 | 199 | - | 199 | 0% | 2,382 | | 2,382 | 495 |
| INTEREST EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | | - | 17 |
| TOTAL EXPENDITURES | 59,324 | 56,405 | 2,919 | 59,324 | 56,405 | 2,919 | 8% | 711,885 | - | 711,885 | 831,761 |
| IMPACT TO SURPLUS | 15,676 | 30,128 | 14,452 | 15,676 | 30,128 | 8,615 | 0 | 188,115 | - | 188,115 | 157,790 |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
ADMINISTRATIVE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Proposed | Adjusted | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Amendmen | nnual Budg | Actual |
| REVENUES | | | | | | | | | | | |
| AMP | - | - | - | - | - | - | N/A | - | | - | (898) |
| ELECTRIC PERMITS | 100 | 91 | (9) | 100 | 91 | (9) | 8% | 1,200 | | 1,200 | 434 |
| PLUMBING PERMITS | 13 | - | (13) | 13 | - | (13) | 0% | 150 | | 150 | 855 |
| SALE OF ASSETS/EQUIPMENT | - | - | - | - | - | - | N/A | - | | - | 20,975 |
| INTEREST INCOME | 625 | 430 | (195) | 625 | 430 | (195) | 6% | 7,500 | | 7,500 | 6,519 |
| MISCELLANEOUS | - | 2,885 | 2,885 | - | 2,885 | 2,885 | N/A | - | | - | 17,534 |
| TOTAL REVENUES | 738 | 3,406 | 2,669 | 738 | 3,406 | 2,669 | 38% | 8,850 | | 8,850 | 45,419 |
| | | | | | | | | | | - | |
| EXPENDITURES | | | | | | | | | | - | |
| SALARIES STAFF | 30,417 | 33,301 | (2,884) | 30,417 | 33,301 | (2,884) | 9% | 365,000 | (75,060) | 289,940 | 385,956 |
| SALARIES DEPT MANAGERS | - | - | - | - | - | - | N/A | - | (81,028) | (81,028) | - |
| TEMP SERVICE WAGES | - | - | - | - | - | - | N/A | - | | - | 1,691 |
| PAYROLL TAX | 2,433 | 3,778 | (1,345) | 2,433 | 3,778 | (1,345) | 13% | 29,200 | (7,500) | 21,700 | 29,767 |
| GROUP INSURANCE | 4,167 | 2,640 | 1,527 | 4,167 | 2,640 | 1,527 | 5% | 50,000 | | 50,000 | 30,234 |
| PENSION EXPENSE | 625 | 646 | (21) | 625 | 646 | (21) | 9% | 7,500 | | 7,500 | 8,096 |
| TRAVEL & TRAINING EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | | 5,000 | 1,010 |
| SAFETY SUPPLIES | 83 | 126 | (43) | 83 | 126 | (43) | 13% | 1,000 | | 1,000 | 1,322 |
| HR MATERIALS & SUPPLIES | 417 | 4,929 | (4,512) | 417 | 4,929 | (4,512) | 99% | 5,000 | | 5,000 | 4,821 |
| SAFETY COMMITTEE | - | - | - | - | - | - | N/A | - | | - | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | | - | 5,997 |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| MATERIALS AND SUPPLIES | 7,500 | 12,284 | (4,784) | 7,500 | 12,284 | (4,784) | 14% | 90,000 | | 90,000 | 92,467 |
| OFFICE EXPENSE | - | - | - | - | - | - | 100% | - | | - | - |
| POSTAGE | 2,083 | 1,784 | 299 | 2,083 | 1,784 | 299 | 7% | 25,000 | | 25,000 | 35,552 |
| PUBLISHING ORDINANACES & NOTICES | - | - | - | - | - | - | 100% | - | | - | 588 |
| TELEPHONE | 833 | 1,837 | (1,004) | 833 | 1,837 | (1,004) | 18% | 10,000 | | 10,000 | 12,948 |
| BUILDING EXPENSE | 6,250 | 3,889 | 2,361 | 6,250 | 3,889 | 2,361 | 5% | 75,000 | | 75,000 | 16,458 |
| UTILITIES | 2,083 | 24 | 2,059 | 2,083 | 24 | 2,059 | 0% | 25,000 | | 25,000 | 6,885 |
| INSURANCE | 167 | 100 | 67 | 167 | 100 | 67 | 5% | 2,000 | | 2,000 | - |
| ETS CREDIT CARD FEES | - | - | - | - | - | - | N/A | - | | - | - |
| DUES, MBRSHPS & SUBSCRIPTIONS | 4,167 | 14,064 | (9,898) | 4,167 | 14,064 | (9,898) | 28% | 50,000 | | 50,000 | 58,285 |
| UNEMPLOYMENT BENEFIT ASSMT | - | - | - | - | - | - | 100% | - | | - | - |
| AUDIT FEES | 3,750 | - | 3,750 | 3,750 | - | 3,750 | 0% | 45,000 | | 45,000 | 36,700 |
| LEGAL EXPENSES | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | | 10,000 | 336 |
| ADV, PROMOTIONS & DONATIONS | 2,500 | 10,250 | (7,750) | 2,500 | 10,250 | (7,750) | 34% | 30,000 | | 30,000 | 35,275 |
| LICENSES | 167 | 32,826 | (32,659) | 167 | 32,826 | (32,659) | 1641% | 2,000 | | 2,000 | 6,265 |
| IMMUNIZATIONS & PHYSICALS | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | | 1,500 | 301 |
| REPAIRS & MAINTENANCE - VEHICLE EQUIP | - | - | - | - | - | - | N/A | - | | - | - |
| OPERATING EXPENSE - VEHICLES | - | - | - | - | - | - | N/A | - | | - | - |
| EQUIPMENT RENTAL | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | | 7,500 | 3,430 |
| DEPRECIATION | 417 | 417 | (0) | 417 | 417 | (0) | 8% | 5,000 | | 5,000 | 5,004 |
| CONSULTING SERVICES | 6,042 | 3,010 | 3,032 | 6,042 | 3,010 | 3,032 | 4% | 72,500 | 80,000 | 152,500 | 174,151 |
| BAD ACCOUNTS | (3,333) | (1,291) | (2,043) | (3,333) | (1,291) | (2,043) | 3% | (40,000) | | (40,000) | (32,059) |
| INTEREST EXPENSE | 41,667 | 55 | 41,611 | 41,667 | 55 | 41,611 | 0% | 500,000 | | 500,000 | (76,691) |
| BOND PAYING AGENT EXPENSE | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | | 7,500 | 800 |
| BOND AMORTIZATION | - | - | - | - | - | - | N/A | - | | - | - |
| CASH OVER AND SHORT | 42 | 244 | (202) | 42 | 244 | (202) | 49% | 500 | | 500 | 124 |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | | - | 9,024 |
| TOTAL EXPENDITURES | 115,100 | 124,915 | (9,815) | 115,100 | 124,915 | (9,815) | 9% | 1,381,200 | (83,588) | 1,297,612 | 854,737 |
| IMPACT TO SURPLUS | (114,363) | (121,508) | (7,146) | (114,363) | (121,508) | (7,146) | 9% | (1,372,350) | | (1,288,762) | (809,318) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
ADMINISTRATIVE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Proposed | Adjusted Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Amendment | Budget | Actual |
| REVENUES | | | | | | | | | | | |
| PROPERTY TAXES | 59,583 | 124,513 | 64,929 | 59,583 | 124,513 | 64,929 | 17% | 715,000 | | 715,000 | 713,033 |
| GENERAL REVENUE (STATE OF ARK) | 9,583 | 14,111 | 4,528 | 9,583 | 14,111 | 4,528 | 12% | 115,000 | | 115,000 | 106,096 |
| PRIVILEGE TAX -- CITY | 667 | 25 | (642) | 667 | 25 | (642) | 0% | 8,000 | | 8,000 | 11,023 |
| PILOT-FED HOUSING AUTHORITY | 276 | - | (276) | 276 | - | (276) | 0% | 3,315 | | 3,315 | 3,315 |
| PILOT-PLUM POINT ENERGY STATION | 72,500 | - | (72,500) | 72,500 | - | (72,500) | 0% | 870,000 | | 870,000 | 871,751 |
| PILOT-OTHER | - | - | - | - | - | - | N/A | - | | - | 86,450 |
| A & P TAX REVENUE | 2,667 | 4,276 | 1,610 | 2,667 | 4,276 | 1,610 | 13% | 32,000 | | 32,000 | 47,657 |
| GAS FRANCHISE TAX | 8,333 | 26,161 | 17,827 | 8,333 | 26,161 | 17,827 | 26% | 100,000 | | 100,000 | 105,960 |
| TELEPHONE EXCISE TAX | 1,667 | - | (1,667) | 1,667 | - | (1,667) | 0% | 20,000 | | 20,000 | 18,000 |
| CABLE FRANCHISE TAX | 2,083 | 1,298 | (785) | 2,083 | 1,298 | (785) | 5% | 25,000 | | 25,000 | 16,048 |
| BUILDING PERMITS | 167 | - | (167) | 167 | - | (167) | 0% | 2,000 | | 2,000 | 8,646 |
| PLANNING COMMISSION FEES | 8 | - | (8) | 8 | - | (8) | 0% | 100 | | 100 | 10 |
| CODE RED CONTRIBUTIONS | - | - | - | - | - | - | N/A | - | | - | - |
| SALE OF ASSETS/EQUIPMENT | - | - | - | - | - | - | N/A | - | | - | - |
| INTEREST INCOME | 417 | 494 | 78 | 417 | 494 | 78 | 10% | 5,000 | | 5,000 | 6,801 |
| HISTORICAL SOCIETY | - | - | - | - | - | - | N/A | - | | - | - |
| COUNTY SALES TAX | 166,667 | 145,859 | (20,807) | 166,667 | 145,859 | (20,807) | 7% | 2,000,000 | | 2,000,000 | 1,821,071 |
| MISCELLANEOUS | - | 4,000 | 4,000 | - | 4,000 | 4,000 | N/A | - | | - | 283,600 |
| GRANT INCOME | - | - | - | - | - | - | N/A | - | | - | 53,449 |
| CITY SALES TAX | 183,333 | 201,214 | 17,880 | 183,333 | 201,214 | 17,880 | 9% | 2,200,000 | | 2,200,000 | 2,086,735 |
| RENT INCOME | 2,583 | 3,000 | 417 | 2,583 | 3,000 | 417 | 10% | 31,000 | | 31,000 | 38,676 |
| TOTAL REVENUES | 510,535 | 524,951 | 14,417 | 510,535 | 524,951 | 14,417 | 9% | 6,126,415 | | | 6,278,321 |
| EXPENDITURES | | | | | | | | | | | |
| SALARIES OTHER | - | - | - | - | - | - | N/A | - | | - | - |
| SALARIES DEPT MANAGERS | - | - | - | - | - | - | N/A | - | | - | - |
| SALARIES ELECTED OFFICIALS | 22,083 | 17,534 | 4,549 | 22,083 | 17,534 | 4,549 | 7% | 265,000 | | 265,000 | 149,927 |
| TRAVEL & PUBLIC RELATIONS | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | | 10,000 | 4,769 |
| PAYROLL TAX | 1,767 | 2,490 | (723) | 1,767 | 2,490 | (723) | 12% | 21,200 | | 21,200 | 10,424 |
| GROUP INSURANCE | 4,167 | 4,539 | (372) | 4,167 | 4,539 | (372) | 9% | 50,000 | | 50,000 | 56,274 |
| PENSION EXPENSE | 4,583 | 3,657 | 926 | 4,583 | 3,657 | 926 | 7% | 55,000 | | 55,000 | 44,237 |
| ELECTED OFFICIALS RETIREMENT | - | - | - | - | - | - | N/A | - | | - | - |
| TRAVEL & TRAINING EXPENSE | 1,000 | 9,727 | (8,727) | 1,000 | 9,727 | (8,727) | 81% | 12,000 | | 12,000 | 13,690 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | | - | 450 |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| MATERIALS AND SUPPLIES | 4,167 | 12,788 | (8,621) | 4,167 | 12,788 | (8,621) | 26% | 50,000 | | 50,000 | 138,958 |
| OFFICE EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | | 5,000 | - |
| PUBLISHING ORDINANCES & NOTICES | 625 | 1,200 | (575) | 625 | 1,200 | (575) | 16% | 7,500 | | 7,500 | 16,544 |
| TELEPHONE | 292 | - | 292 | 292 | - | 292 | 0% | 3,500 | | 3,500 | 2,364 |
| BUILDING EXPENSE | 1,667 | 4,708 | (3,042) | 1,667 | 4,708 | (3,042) | 24% | 20,000 | | 20,000 | 87,059 |
| UTILITIES | 3,750 | 660 | 3,090 | 3,750 | 660 | 3,090 | 1% | 45,000 | | 45,000 | 30,326 |
| RENT | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 | | 1,000 | 1,021 |
| A & P EXPENSES | 2,500 | - | 2,500 | 2,500 | - | 2,500 | 0% | 30,000 | | 30,000 | 72,090 |
| INSURANCE | 2,833 | - | 2,833 | 2,833 | - | 2,833 | 0% | 34,000 | | 34,000 | 126,483 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 292 | 463 | (171) | 292 | 463 | (171) | 13% | 3,500 | | 3,500 | 2,982 |
| UNEMPLOYMENT BENEFIT ASSMT | - | - | - | - | - | - | N/A | - | | - | - |
| AUDIT FEES | - | - | - | - | - | - | N/A | - | | - | - |
| LEGAL EXPENSES | 1,667 | 1,675 | (8) | 1,667 | 1,675 | (8) | 8% | 20,000 | | 20,000 | 54,686 |
| ADV, PROMOTIONS & DONATIONS | 500 | 2,024 | (1,524) | 500 | 2,024 | (1,524) | 34% | 6,000 | | 6,000 | 4,863 |
| LICENSES | 21 | - | 21 | 21 | - | 21 | 0% | 250 | | 250 | 185 |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | | - | - |
| REPAIRS & MAINTENANCE - VEH & EQ | 100 | - | 100 | 100 | - | 100 | 0% | 1,200 | | 1,200 | 291 |
| OPERATING EXPENSES - VEHICLES | - | - | - | - | - | - | N/A | - | | - | - |
| ELECTION EXPENSE | - | - | - | - | - | - | N/A | - | | - | 3,715 |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | | - | 2,406 |
| HEADSTART BLDG EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| ROSENWALD BLDG EXPENSE | 625 | 817 | (192) | 625 | 817 | (192) | 11% | 7,500 | | 7,500 | 3,529 |
| SR CITIZEN BLDG EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | | 5,000 | 14,724 |
| SCOUT HUT EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| COSTON BLDG EXPENSE | 125 | 234 | (109) | 125 | 234 | (109) | 16% | 1,500 | | 1,500 | 5,509 |
| PLANNING COMMISSION EXPENSE | 17 | - | 17 | 17 | - | 17 | 0% | 200 | | 200 | - |
| CONSULTING SERVICES | 11,042 | 14,270 | (3,228) | 11,042 | 14,270 | (3,228) | 11% | 132,500 | 20,000 | 152,500 | 136,105 |
| COMMERCIAL INCENTIVES | - | 6,250 | (6,250) | - | 6,250 | (6,250) | N/A | - | 41,000 | 41,000 | 55,750 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - | | - | - |
| ABANDONED/CONDEMNED PROP EXP | 11,667 | - | 11,667 | 11,667 | - | 11,667 | 0% | 140,000 | | 140,000 | 140,180 |
| MISCELLANEOUS | - | 206,198 | (206,198) | - | 206,198 | (206,198) | N/A | - | | - | 9,764 |
| TOTAL EXPENDITURES | 77,238 | 289,235 | (211,998) | 77,238 | 289,235 | (211,998) | 31% | 926,850 | 61,000 | 987,850 | 1,189,306 |
| IMPACT TO SURPLUS | 433,297 | 235,716 | (197,581) | 433,297 | 235,716 | (197,581) | 5% | 5,199,565 | | | 5,089,016 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
POLICE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| FINES AND FOREFEITURES | 33,333 | 49,884 | 16,551 | 33,333 | 49,884 | 16,551 | 12% | 400,000 | 438,558 |
| OPD RECEIPTS | 167 | - | (167) | 167 | - | (167) | 0% | 2,000 | - |
| JAIL RECEIPTS | 4,167 | 455 | (3,712) | 4,167 | 455 | (3,712) | 1% | 50,000 | 36,298 |
| GRANT INCOME | - | - | - | - | - | - | N/A | - | 121,530 |
| TOTAL REVENUES | 37,667 | 50,339 | 12,672 | 37,667 | 50,339 | 12,672 | 11% | 452,000 | 596,386 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 154,417 | 147,841 | 6,575 | 154,417 | 147,841 | 6,575 | 8% | 1,853,000 | 1,636,971 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| SALARIES - GRANT/OPD | (5,000) | (1,711) | (3,289) | (5,000) | (1,711) | (3,289) | 3% | (60,000) | (184,467) |
| AUXILIARY POLICE | 167 | 75 | 92 | 167 | 75 | 92 | 4% | 2,000 | 1,051 |
| PAYROLL TAX | 12,353 | 11,005 | 1,348 | 12,353 | 11,005 | 1,348 | 7% | 148,240 | 122,403 |
| GROUP INSURANCE | 11,250 | 8,325 | 2,925 | 11,250 | 8,325 | 2,925 | 6% | 135,000 | 98,613 |
| PENSION EXPENSE | 16,986 | 29,189 | (12,203) | 16,986 | 29,189 | (12,203) | 14% | 203,830 | 202,539 |
| TRAVEL & TRAINING EXPENSE | 833 | 1,418 | (585) | 833 | 1,418 | (585) | 14% | 10,000 | 7,346 |
| SAFETY SUPPLIES | - | - | - | - | - | - | N/A | - | 1,802 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 1,667 | 2,567 | (901) | 1,667 | 2,567 | (901) | 13% | 20,000 | 19,244 |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 4,583 | 907 | 3,677 | 4,583 | 907 | 3,677 | 2% | 55,000 | 47,163 |
| TELEPHONE | 2,917 | 5,227 | (2,310) | 2,917 | 5,227 | (2,310) | 15% | 35,000 | 31,338 |
| BUILDING EXPENSE | 20,833 | - | 20,833 | 20,833 | - | 20,833 | 0% | 250,000 | 2,409 |
| UTILITIES | 625 | 1,399 | (774) | 625 | 1,399 | (774) | 19% | 7,500 | 9,261 |
| INSURANCE | 2,500 | - | 2,500 | 2,500 | - | 2,500 | 0% | 30,000 | 41,842 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 9,167 | 331 | 8,835 | 9,167 | 331 | 8,835 | 0% | 110,000 | 16,711 |
| IMMUNIZATIONS & PHYSICALS | 417 | 281 | 136 | 417 | 281 | 136 | 6% | 5,000 | 4,431 |
| REPAIRS & MAINTENANCE - VEH & EQ | 5,000 | 1,213 | 3,787 | 5,000 | 1,213 | 3,787 | 2% | 60,000 | 39,146 |
| OPERATING EXPENSES - VEHICLES | 4,583 | 7,081 | (2,498) | 4,583 | 7,081 | (2,498) | 13% | 55,000 | 96,477 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | 13,750 | 81,433 | (67,683) | 13,750 | 81,433 | (67,683) | 49% | 165,000 | 198,049 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | (34,606) |
| TOTAL EXPENDITURES | 257,048 | 296,582 | (39,534) | 257,048 | 296,582 | (39,534) | 10% | 3,084,570 | 2,357,725 |
| IMPACT TO SURPLUS | (219,381) | (246,242) | (26,862) | (219,381) | (246,242) | (26,862) | 9% | (2,632,570) | (1,761,339) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
FIRE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| CONTRACT TRAINING RECEIPTS | - | 8,332 | 8,332 | - | 8,332 | 8,332 | N/A | - | 50,000 |
| GRANT INCOME | 4,167 | 1,977 | (2,189) | 4,167 | 1,977 | (2,189) | 4% | 50,000 | 207,931 |
| TOTAL REVENUES | 4,167 | 10,309 | 6,143 | 4,167 | 10,309 | 6,143 | 21% | 50,000 | 257,931 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 75,000 | 73,748 | 1,252 | 75,000 | 73,748 | 1,252 | 8% | 900,000 | 944,970 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| FIRE SCRIPT REDEEMED | 1,000 | 6,889 | (5,889) | 1,000 | 6,889 | (5,889) | 57% | 12,000 | 16,985 |
| PAYROLL TAX | 1,500 | 1,286 | 214 | 1,500 | 1,286 | 214 | 7% | 18,000 | 16,997 |
| GROUP INSURANCE | 6,000 | 3,714 | 2,286 | 6,000 | 3,714 | 2,286 | 5% | 72,000 | 52,911 |
| PENSION EXPENSE | 10,667 | 17,340 | (6,673) | 10,667 | 17,340 | (6,673) | 14% | 128,000 | 142,194 |
| TRAVEL & TRAINING EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 2,205 |
| SAFETY SUPPLIES | 83 | 245 | (161) | 83 | 245 | (161) | 24% | 1,000 | 1,076 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 667 | 409 | 258 | 667 | 409 | 258 | 5% | 8,000 | 7,684 |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 2,667 | 2,520 | 146 | 2,667 | 2,520 | 146 | 8% | 32,000 | 43,697 |
| TELEPHONE | 1,667 | 1,173 | 493 | 1,667 | 1,173 | 493 | 6% | 20,000 | 8,331 |
| BUILDING EXPENSE | 667 | 1,201 | (534) | 667 | 1,201 | (534) | 15% | 8,000 | 18,645 |
| UTILITIES | 1,500 | 1,820 | (320) | 1,500 | 1,820 | (320) | 10% | 18,000 | 12,722 |
| INSURANCE | 4,167 | - | 4,167 | 4,167 | - | 4,167 | 0% | 50,000 | 44,573 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 33 | - | 33 | 33 | - | 33 | 0% | 400 | 300 |
| LICENSES | - | - | - | - | - | - | N/A | - | 52 |
| IMMUNIZATIONS & PHYSICALS | 167 | 475 | (308) | 167 | 475 | (308) | 24% | 2,000 | 1,558 |
| REPAIRS & MAINTENANCE - VEH & EQ | 1,833 | 2,249 | (415) | 1,833 | 2,249 | (415) | 10% | 22,000 | 25,211 |
| OPERATING EXPENSES - VEHICLES | 1,500 | 2,429 | (929) | 1,500 | 2,429 | (929) | 13% | 18,000 | 20,401 |
| EQUIPMENT RENTAL | 833 | 767 | 66 | 833 | 767 | 66 | 8% | 10,000 | 19,820 |
| EQUIPMENT PURCHASES | 2,265 | 8,318 | (6,053) | 2,265 | 8,318 | (6,053) | 31% | 27,185 | 168,375 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | - |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 112,632 | 124,582 | (11,950) | 112,632 | 124,582 | (11,950) | 9% | 1,351,585 | 1,548,707 |
| IMPACT TO SURPLUS | (108,465) | (114,273) | (5,808) | (108,465) | (114,273) | (5,808) | 9% | (1,301,585) | (1,290,776) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
OPAR

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| ADMISSION FEES | 7,917 | 8,900 | 983 | 7,917 | 8,900 | 983 | 9% | 95,000 | 138,724 |
| GRANT INCOME | 6,250 | - | (6,250) | 6,250 | - | (6,250) | 0% | 75,000 | - |
| TOTAL REVENUES | 14,167 | 8,900 | (5,267) | 14,167 | 8,900 | (5,267) | 5% | 170,000 | 138,724 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 33,333 | 27,983 | 5,350 | 33,333 | 27,983 | 5,350 | 7% | 400,000 | 377,352 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| SUMMER WORKERS | 3,150 | - | 3,150 | 3,150 | - | 3,150 | 0% | 37,800 | - |
| TEMP SERVICE WAGES | 2,275 | 616 | 1,659 | 2,275 | 616 | 1,659 | 2% | 27,300 | 42,104 |
| PAYROLL TAX | 2,667 | 2,030 | 637 | 2,667 | 2,030 | 637 | 6% | 32,000 | 27,960 |
| GROUP INSURANCE | 2,500 | 2,786 | (286) | 2,500 | 2,786 | (286) | 9% | 30,000 | 28,931 |
| PENSION EXPENSE | 458 | 503 | (44) | 458 | 503 | (44) | 9% | 5,500 | 6,274 |
| TRAVEL & TRAINING EXPENSE | 1,000 | - | 1,000 | 1,000 | - | 1,000 | 0% | 12,000 | 270 |
| SAFETY SUPPLIES | 292 | 605 | (313) | 292 | 605 | (313) | 17% | 3,500 | 1,935 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 7,333 | 5,078 | 2,255 | 7,333 | 5,078 | 2,255 | 6% | 88,000 | 81,582 |
| TELEPHONE | 417 | 410 | 7 | 417 | 410 | 7 | 8% | 5,000 | 2,900 |
| BUILDING EXPENSE | - | 1,478 | (1,478) | - | 1,478 | (1,478) | N/A | - | 31,744 |
| UTILITIES | 2,917 | 2,598 | 319 | 2,917 | 2,598 | 319 | 7% | 35,000 | 27,838 |
| INSURANCE | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | 11,424 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 167 | - | 167 | 167 | - | 167 | 0% | 2,000 | 914 |
| ADV, PROMO& DON (FIREWORKS) | 1,417 | - | 1,417 | 1,417 | - | 1,417 | 0% | 17,000 | - |
| LICENSES | 167 | - | 167 | 167 | - | 167 | 0% | 2,000 | 75 |
| IMMUNIZATIONS & PHYSICALS | 42 | - | 42 | 42 | - | 42 | 0% | 500 | 281 |
| REPAIRS & MAINTENANCE - VEH & EQ | 2,083 | 437 | 1,647 | 2,083 | 437 | 1,647 | 2% | 25,000 | 9,930 |
| OPERATING EXPENSES - VEHICLES | 1,667 | 505 | 1,162 | 1,667 | 505 | 1,162 | 3% | 20,000 | 11,231 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | 6,250 | - | 6,250 | 6,250 | - | 6,250 | 0% | 75,000 | 14,102 |
| ATHLETIC EQUIPMENT | 3,333 | 5,753 | (2,419) | 3,333 | 5,753 | (2,419) | 14% | 40,000 | 39,314 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | - |
| CAPITAL LEASE PAYMENTS | 2,500 | 2,830 | (330) | 2,500 | 2,830 | (330) | 9% | 30,000 | 26,623 |
| Fireworks Grant | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 74,592 | 53,610 | 20,981 | 74,592 | 53,610 | 20,981 | 6% | 895,100 | 742,784 |
| IMPACT TO SURPLUS | (60,425) | (44,711) | 15,714 | (60,425) | (44,711) | 15,714 | 6% | (725,100) | (604,060) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
MUNICIPAL COURT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| EXPENDITURES | | | | | | | | | |
| OTHER ADMIN SALARIES | - | - | - | - | - | - | N/A | - | - |
| JUDGE'S SALARY | 2,500 | 2,444 | 56 | 2,500 | 2,444 | 56 | 8% | 30,000 | 29,326 |
| CLERK'S SALARY | 9,583 | 8,586 | 998 | 9,583 | 8,586 | 998 | 7% | 115,000 | 107,505 |
| PART TIME CLERK | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | 530 | 649 | (119) | 530 | 649 | (119) | 10% | 6,358 | 8,289 |
| GROUP INSURANCE | 417 | 380 | 37 | 417 | 380 | 37 | 8% | 5,000 | 3,916 |
| PENSION EXPENSE | 583 | - | 583 | 583 | - | 583 | 0% | 7,000 | - |
| CITY POLICE PENSION FUND | - | - | - | - | - | - | N/A | - | - |
| TRAVEL & TRAINING EXPENSE | 42 | - | 42 | 42 | - | 42 | 0% | 500 | 1,175 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 417 | 225 | 192 | 417 | 225 | 192 | 5% | 5,000 | 1,874 |
| TELEPHONE | - | - | - | - | - | - | N/A | - | - |
| BUILDING EXPENSE | - | - | - | - | - | - | N/A | - | - |
| UTILITIES | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 | - |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| DUES, MBRSHPS & SUBSCRIPTIONS | - | - | - | - | - | - | N/A | - | 150 |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | 77 |
| REPAIRS & MAINT VEH & EQUIP | - | - | - | - | - | - | N/A | - | 57 |
| MISCELLANEOUS (COUNTY REIMB) | (5,208) | (12,897) | 7,689 | (5,208) | (12,897) | 7,689 | 21% | (62,500) | (3,840) |
| TOTAL EXPENDITURES | 9,072 | (613) | 9,685 | 9,072 | (613) | 9,685 | -1% | 108,858 | 148,529 |
| IMPACT TO SURPLUS | (9,072) | 613 | 9,685 | (9,072) | 613 | 9,685 | -1% | (108,858) | (148,529) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
JAIL DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 22,500 | 20,955 | 1,545 | 22,500 | 20,955 | 1,545 | 8% | 270,000 | 177,257 |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | 4,167 | 7,919 | (3,752) | 4,167 | 7,919 | (3,752) | 16% | 50,000 | 117,274 |
| PAYROLL TAX | 1,800 | 1,573 | 227 | 1,800 | 1,573 | 227 | 7% | 21,600 | 13,879 |
| GROUP INSURANCE | 1,250 | 3,431 | (2,181) | 1,250 | 3,431 | (2,181) | 23% | 15,000 | 33,083 |
| PENSION EXPENSE | 104 | 169 | (64) | 104 | 169 | (64) | 13% | 1,250 | 2,365 |
| TRAVEL & TRAINING | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 1,367 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 83 | 869 | (786) | 83 | 869 | (786) | 87% | 1,000 | - |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 833 | 434 | 399 | 833 | 434 | 399 | 4% | 10,000 | 86,858 |
| JAIL FOOD | 9,583 | - | 9,583 | 9,583 | - | 9,583 | 0% | 115,000 | - |
| BUILDING EXPENSE | 2,750 | - | 2,750 | 2,750 | - | 2,750 | 0% | 33,000 | 7,387 |
| UTILITIES | 1,733 | 355 | 1,378 | 1,733 | 355 | 1,378 | 2% | 20,800 | 7,591 |
| INSURANCE | 17 | - | 17 | 17 | - | 17 | 0% | 200 | 178 |
| IMMUNIZATIONS & PHYSICALS | 83 | 1,011 | (928) | 83 | 1,011 | (928) | 101% | 1,000 | 2,850 |
| REPAIRS & MAINTENANCE - VEH & EQ | - | - | - | - | - | - | N/A | - | 466 |
| JAIL MAINTENANCE FUND | 2,917 | - | 2,917 | 2,917 | - | 2,917 | 0% | 35,000 | 40,115 |
| INMATE MEDICAL | 21 | - | 21 | 21 | - | 21 | 0% | 250 | 101 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | 1,225 |
| TOTAL EXPENDITURES | 48,258 | 36,715 | 11,543 | 48,258 | 36,715 | 11,543 | 6% | 579,100 | 491,996 |
| IMPACT TO SURPLUS | (48,258) | (36,715) | 11,543 | (48,258) | (36,715) | 11,543 | 6% | (579,100) | (491,996) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
GOLF COURSE

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| GOLF COURSE MEMBERSHIP FEES | 3,750 | 1,820 | (1,930) | 3,750 | 1,820 | (1,930) | 4% | 45,000 | 35,150 |
| GREEN FEES | 68 | - | (68) | 68 | - | (68) | 0% | 815 | - |
| CART SHED RENTALS | 708 | 605 | (103) | 708 | 605 | (103) | 7% | 8,500 | 7,595 |
| PRO SHOP SALES | 96 | - | (96) | 96 | - | (96) | 0% | 1,150 | - |
| SALE OF EQUIPMENT | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | - |
| TOTAL REVENUES | 4,622 | 2,425 | (2,197) | 4,622 | 2,425 | (2,197) | 4% | 55,465 | 42,745 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 12,500 | 7,046 | 5,454 | 12,500 | 7,046 | 5,454 | 5% | 150,000 | 63,722 |
| TEMP SERVICE WAGES | 1,667 | 3,150 | (1,483) | 1,667 | 3,150 | (1,483) | 16% | 20,000 | 75,558 |
| PAYROLL TAX | 1,000 | 533 | 467 | 1,000 | 533 | 467 | 4% | 12,000 | 4,910 |
| GROUP INSURANCE | 833 | 320 | 514 | 833 | 320 | 514 | 3% | 10,000 | 3,797 |
| PENSION EXPENSE | 273 | 232 | 40 | 273 | 232 | 40 | 7% | 3,270 | 2,901 |
| TRAVEL & TRAINING | - | - | - | - | - | - | N/A | - | - |
| SAFETY SUPPLIES | 42 | 395 | (353) | 42 | 395 | (353) | 79% | 500 | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 167 | - | 167 | 167 | - | 167 | 0% | 2,000 | - |
| MATERIALS AND SUPPLIES | 4,167 | 1,721 | 2,445 | 4,167 | 1,721 | 2,445 | 3% | 50,000 | 44,819 |
| TELEPHONE | 208 | 368 | (160) | 208 | 368 | (160) | 15% | 2,500 | 2,972 |
| COST OF GOODS - PRO SHOP | - | - | - | - | - | - | N/A | - | - |
| BUILDING EXPENSE | - | - | - | - | - | - | N/A | - | 158 |
| UTILITIES | 475 | 562 | (87) | 475 | 562 | (87) | 10% | 5,700 | 9,700 |
| RENT | - | - | - | - | - | - | N/A | - | - |
| INSURANCE | 500 | - | 500 | 500 | - | 500 | 0% | 6,000 | 5,788 |
| DUES, MBRSHPS & SUBSCRIPTIONS | - | - | - | - | - | - | N/A | - | 306 |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | - |
| REPAIRS & MAINTENANCE - VEH & EQ | 1,250 | 1,757 | (507) | 1,250 | 1,757 | (507) | 12% | 15,000 | 15,397 |
| OPERATING EXPENSES - VEHICLES | 833 | 69 | 765 | 833 | 69 | 765 | 1% | 10,000 | 10,783 |
| EQUIPMENT RENTAL | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| EQUIPMENT PURCHASES | 1,250 | - | 1,250 | 1,250 | - | 1,250 | 0% | 15,000 | 864 |
| CAPITAL LEASE PAYMENTS | 2,083 | - | 2,083 | 2,083 | - | 2,083 | 0% | 25,000 | 19,719 |
| TOTAL EXPENDITURES | 27,289 | 16,153 | 11,136 | 27,289 | 16,153 | 11,136 | 5% | 327,470 | 261,394 |
| IMPACT TO SURPLUS | (22,667) | (13,728) | 8,939 | (22,667) | (13,728) | 8,939 | 5% | (272,005) | (218,649) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
CODE ENFORCEMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 8,333 | - | 8,333 | 8,333 | - | 8,333 | 0% | 100,000 | 65,134 |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | 667 | - | 667 | 667 | - | 667 | 0% | 8,000 | 1,608 |
| GROUP INSURANCE | 583 | 1,311 | (728) | 583 | 1,311 | (728) | 19% | 7,000 | 18,224 |
| PENSION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TRAVEL & TRAINING | 417 | 35 | 382 | 417 | 35 | 382 | 1% | 5,000 | 1,417 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 1,250 | 156 | 1,094 | 1,250 | 156 | 1,094 | 1% | 15,000 | 10,240 |
| LICENSES | - | - | - | - | - | - | N/A | - | 5,772 |
| REPAIRS & MAINTENANCE - VEHICLES | 833 | 55 | 778 | 833 | 55 | 778 | 1% | 10,000 | - |
| UTILITIES | - | - | - | - | - | - | N/A | - | 678 |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | 96 |
| OPERATING EXPENSES - VEHICLE | 833 | 502 | 331 | 833 | 502 | 331 | 5% | 10,000 | 7,879 |
| JAIL MAINTENANCE FUND | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | - |
| CONDEMNED PROPERTY | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | 3,333 | - | 3,333 | 3,333 | - | 3,333 | 0% | 40,000 | 32,714 |
| TOTAL EXPENDITURES | 16,250 | 2,059 | 14,191 | 16,250 | 2,059 | 14,191 | 1% | 195,000 | 143,762 |
| IMPACT TO SURPLUS | (16,250) | (2,059) | 14,191 | (16,250) | (2,059) | 14,191 | 1% | (195,000) | (143,762) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
ANIMAL CONTROL

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| ANIMAL SHELTER RECEIPTS | 208 | - | (208) | 208 | - | (208) | 0% | 2,500 | 816 |
| GRANT INCOME | - | - | - | - | - | - | N/A | - | - |
| TOTAL REVENUES | 208 | - | (208) | 208 | - | (208) | 0% | 2,500 | 816 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 8,333 | 7,847 | 487 | 8,333 | 7,847 | 487 | 8% | 100,000 | 73,372 |
| TEMP SERVICE WAGES | 1,250 | 437 | 813 | 1,250 | 437 | 813 | 3% | 15,000 | 17,433 |
| PAYROLL TAX | 667 | 594 | 73 | 667 | 594 | 73 | 7% | 8,000 | 5,711 |
| GROUP INSURANCE | 500 | 2,020 | (1,520) | 500 | 2,020 | (1,520) | 34% | 6,000 | 3,776 |
| PENSION EXPENSE | 104 | 110 | (6) | 104 | 110 | (6) | 9% | 1,250 | 1,366 |
| TRAVEL & TRAINING EXPENSE | 42 | - | 42 | 42 | - | 42 | 0% | 500 | 62 |
| SAFETY SUPPLIES | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | 516 |
| MATERIALS AND SUPPLIES | 1,667 | 1,568 | 99 | 1,667 | 1,568 | 99 | 8% | 20,000 | 22,949 |
| TELEPHONE | 817 | 410 | 407 | 817 | 410 | 407 | 4% | 9,800 | 3,215 |
| VET BILLS | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | 7,322 |
| BUILDING EXPENSE | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 | 4,562 |
| UTILITIES | 300 | 310 | (10) | 300 | 310 | (10) | 9% | 3,600 | 4,509 |
| INSURANCE | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | 1,061 |
| DUES, MBRSHPS & SUBSCRIPTIONS | - | - | - | - | - | - | N/A | - | 99 |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZATIONS & PHYSICALS | 21 | - | 21 | 21 | - | 21 | 0% | 250 | 64 |
| REPAIRS & MAINTENANCE - VEH & EQ | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | 1,676 |
| OPERATING EXPENSES - VEHICLES | 250 | 458 | (208) | 250 | 458 | (208) | 15% | 3,000 | 3,177 |
| EQUIPMENT PURCHASES | 20,833 | - | 20,833 | 20,833 | - | 20,833 | 0% | 250,000 | 32,714 |
| TOTAL EXPENDITURES | 36,033 | 13,753 | 22,280 | 36,033 | 13,753 | 22,280 | 3% | 432,400 | 183,584 |
| IMPACT TO SURPLUS | (35,825) | (13,753) | 22,072 | (35,825) | (13,753) | 22,072 | 3% | (429,900) | (182,768) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
AIRPORT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES/INTEREST | - | 4,284 | 4,284 | - | 4,284 | 4,284 | N/A | - | 87,443 |
| TOTAL REVENUES | - | 4,284 | 4,284 | - | 4,284 | 4,284 | N/A | - | 87,443 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | - | - | - | - | - | - | N/A | - | - |
| GROUP INSURANCE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | - | - | - | - | - | - | N/A | - | 15,009 |
| CHEM & SUPPLIES/SPRAY CONTRACT | - | - | - | - | - | - | N/A | - | - |
| BUILDING EXPENSE | 625 | 7 | 618 | 625 | 7 | 618 | 0% | 7,500 | 497 |
| INSURANCE | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| GRANT EXPENSE | - | 71,200 | (71,200) | - | 71,200 | (71,200) | N/A | - | - |
| OPERATING EXPENSES - VEHICLES | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 667 | 71,207 | (70,540) | 667 | 71,207 | (70,540) | 890% | 8,000 | 15,506 |
| IMPACT TO SURPLUS | (667) | (66,923) | (66,257) | (667) | (66,923) | (66,257) | 837% | (8,000) | 71,937 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
STREET DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual |
|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget |
| REVENUES | | | | | | | | |
| DEBRIS REMOVAL | - | - | - | - | - | - | N/A | - |
| SALES OF EQUIPMENT | - | - | - | - | - | - | N/A | - |
| STREET REVENUE TURNBACK | 50,000 | 48,377 | (1,623) | 50,000 | 48,377 | (1,623) | 8% | 600,000 |
| MILLAGE TAX ALLOCATION | - | - | - | - | - | - | N/A | - |
| INTEREST INCOME | 3 | 38 | 35 | 3 | 38 | 35 | 95% | 40 |
| MISCELLANEIOUS | - | - | - | - | - | - | N/A | - |
| TOTAL REVENUES | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 |
| EXPENDITURES | | | | | | | | |
| SALARIES STAFF | 33,333 | 31,828 | 1,506 | 33,333 | 31,828 | 1,506 | 8% | 400,000 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - |
| TEMP SERVICE WAGES | 4,167 | 4,593 | (427) | 4,167 | 4,593 | (427) | 9% | 50,000 |
| PAYROLL TAX | 2,667 | 2,359 | 307 | 2,667 | 2,359 | 307 | 7% | 32,000 |
| GROUP INSURANCE | 3,333 | 2,582 | 752 | 3,333 | 2,582 | 752 | 6% | 40,000 |
| PENSION EXPENSE | 625 | 119 | 506 | 625 | 119 | 506 | 2% | 7,500 |
| TRAVEL & TRAINING EXPENSE | 83 | 616 | (533) | 83 | 616 | (533) | 62% | 1,000 |
| SAFETY SUPPLIES | 208 | 503 | (295) | 208 | 503 | (295) | 20% | 2,500 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - |
| UNIFORM EXPENSE | 267 | 1,073 | (806) | 267 | 1,073 | (806) | 34% | 3,200 |
| MATERIALS AND SUPPLIES | 1,667 | 1,116 | 551 | 1,667 | 1,116 | 551 | 6% | 20,000 |
| TELEPHONE | 583 | 490 | 93 | 583 | 490 | 93 | 7% | 7,000 |
| BUILDING EXPENSE | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 |
| UTILITIES | 417 | 402 | 15 | 417 | 402 | 15 | 8% | 5,000 |
| INSURANCE | 1,667 | - | 1,667 | 1,667 | - | 1,667 | 0% | 20,000 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 21 | - | 21 | 21 | - | 21 | 0% | 250 |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - |
| LICENSES | - | - | - | - | - | - | N/A | - |
| IMMUNIZATIONS & PHYSICALS | 83 | 45 | 38 | 83 | 45 | 38 | 5% | 1,000 |
| REPAIRS & MAINTENANCE - VEH EQ | 5,000 | - | 5,000 | 5,000 | - | 5,000 | 0% | 60,000 |
| OPERATING EXPENSES - VEHICLES | 4,583 | 7,832 | (3,249) | 4,583 | 7,832 | (3,249) | 14% | 55,000 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - |
| EQUIPMENT PURCHASES | 4,667 | - | 4,667 | 4,667 | - | 4,667 | 0% | 56,000 |
| ASPHALT | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 |
| GRAVEL | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 |
| CULVERTS & DRAINS, ETC. | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 |
| STREET REPAIR - CONTRACT | 25,000 | 2,015 | 22,985 | 25,000 | 2,015 | 22,985 | 1% | 300,000 |
| STREET PAINTING | 42 | - | 42 | 42 | - | 42 | 0% | 500 |
| SIGNS | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 |
| DUMPING - DISPOSAL | 5,417 | 15,941 | (10,524) | 5,417 | 15,941 | (10,524) | 25% | 65,000 |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - |
| MISCELLANEOUS | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 |
| TOTAL EXPENDITURES | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 |
| IMPACT TO SURPLUS | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
SANITATION DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | 68,750 | 73,958 | 5,208 | 68,750 | 73,958 | 5,208 | 9% | 825,000 | 810,623 |
| DEBRIS REMOVAL | - | - | - | - | - | - | N/A | - | - |
| INTEREST INCOME | 4 | 5 | 1 | 4 | 5 | 1 | 10% | 50 | 91 |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | 2,976 |
| TOTAL REVENUES | 68,754 | 73,963 | 5,209 | 68,754 | 73,963 | 5,209 | 9% | 825,050 | 813,690 |
| EXPENDITURES | | | | | | | | | |
| SALARY SUPERVISOR | - | | - | - | - | - | N/A | - | - |
| WAGES - GARBAGE COLLECTIONS | 28,333 | 24,103 | 4,231 | 28,333 | 24,103 | 4,231 | 7% | 340,000 | 307,166 |
| TEMP SERVICE WAGES | 4,167 | 5,981 | (1,814) | 4,167 | 5,981 | (1,814) | 12% | 50,000 | 64,018 |
| PAYROLL TAX | 2,267 | 1,787 | 480 | 2,267 | 1,787 | 480 | 7% | 27,200 | 23,792 |
| GROUP INSURANCE | 2,917 | 2,351 | 566 | 2,917 | 2,351 | 566 | 7% | 35,000 | 25,176 |
| PENSION EXPENSE | 875 | 947 | (72) | 875 | 947 | (72) | 9% | 10,500 | 11,452 |
| TRAVEL & TRAINING EXPENSE | 63 | - | 63 | 63 | - | 63 | 0% | 750 | 560 |
| SAFETY SUPPLIES | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 720 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 417 | 1,273 | (856) | 417 | 1,273 | (856) | 25% | 5,000 | 10,918 |
| MATERIALS AND SUPPLIES | 2,583 | 190 | 2,393 | 2,583 | 190 | 2,393 | 1% | 31,000 | 13,669 |
| TELEPHONE | 375 | 326 | 49 | 375 | 326 | 49 | 7% | 4,500 | 1,804 |
| BUILDING EXPENSE | 333 | - | 333 | 333 | - | 333 | 0% | 4,000 | 2,502 |
| UTILITIES | 208 | 140 | 68 | 208 | 140 | 68 | 6% | 2,500 | 1,837 |
| INSURANCE | 1,875 | - | 1,875 | 1,875 | - | 1,875 | 0% | 22,500 | 33,820 |
| GARBAGE BAGS | 1,667 | 16,344 | (14,678) | 1,667 | 16,344 | (14,678) | 82% | 20,000 | (11,446) |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - | - |
| LICENSES | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 | 479 |
| IMMUNIZATIONS & PHYSICALS | 21 | 337 | (316) | 21 | 337 | (316) | 135% | 250 | 50 |
| REPAIRS & MAINTENANCE - VEH & EQ | 1,667 | 3,426 | (1,759) | 1,667 | 3,426 | (1,759) | 17% | 20,000 | 21,899 |
| OPERATING EXPENSES - VEHICLES | 3,750 | 7,624 | (3,874) | 3,750 | 7,624 | (3,874) | 17% | 45,000 | 62,148 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | 16,667 | 16,667 | (0) | 16,667 | 16,667 | (0) | 8% | 200,000 | 225,000 |
| DUMPING - DISPOSAL | 14,583 | 2,256 | 12,327 | 14,583 | 2,256 | 12,327 | 1% | 175,000 | 141,716 |
| INTEREST EXPENSE | 833 | 1,252 | (419) | 833 | 1,252 | (419) | 13% | 10,000 | 20,922 |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | 4,051 |
| TOTAL EXPENDITURES | 84,100 | 85,003 | (903) | 84,100 | 85,003 | (903) | 8% | 1,009,200 | 962,253 |
| IMPACT TO SURPLUS | (15,346) | (11,040) | 15,346 | (15,346) | (11,040) | 4,306 | 6% | (184,150) | (148,563) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
COMPOSTING DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | - | - | - | - | - | - | N/A | - | - |
| TOTAL REVENUES | - | - | - | - | - | - | N/A | - | - |
| EXPENDITURES | | | | | | | | | |
| SALARIES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | - | - | - | - | - | - | N/A | - | - |
| GROUP INSURANCE | - | - | - | - | - | - | N/A | - | - |
| PENSION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TRAVEL & TRAINING | - | - | - | - | - | - | N/A | - | - |
| SAFETY SUPPLIES | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 21 | - | 21 | 21 | - | 21 | 0% | 250 | - |
| UTILITIES | - | - | - | - | - | - | N/A | - | - |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| LICENSES | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZAQTIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | - |
| REPAIRS & MAINENANCE - VEH & EQ | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 | - |
| OPERATING EXPENSES -VEHICLES | 21 | - | 21 | 21 | - | 21 | 0% | 250 | - |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | - |
| IMPACT TO SURPLUS | (125) | - | 125 | (125) | - | 125 | 0% | (1,500) | - |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
PEST CONTROL DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| TOTAL REVENUES | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | - | - | - | - | - | - | N/A | - | - |
| GROUP INSURANCE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| CHEM & SUPPLIES/SPRAY CONTRACT | 9,583 | - | 9,583 | 9,583 | - | 9,583 | 0% | 115,000 | 86,630 |
| BUILDING EXPENSE | - | - | - | - | - | - | N/A | - | - |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| REPAIRS & MAINTENANCE - VEH & EQ | - | - | - | - | - | - | N/A | - | - |
| OPERATING EXPENSES - VEHICLES | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 9,625 | - | 9,625 | 9,625 | - | 9,625 | 0% | 115,500 | 86,630 |
| IMPACT TO SURPLUS | (625) | 9,858 | 10,483 | (625) | 9,858 | 10,483 | -131% | (7,500) | 20,528 |

| January 2024 | Current Month | | | Year to Date | | | Annual | | Elapsed |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | Budget | | 8% |
| ***Revenue:*** | | | | | | | | | |
| 01 - Osceola Light & Power | 1,432,988 | 1,493,679 | 60,692 | 1,432,988 | 1,493,679 | 60,692 | 17,195,850 | | 9% |
| 02 - City General Fund | 571,365 | 601,208 | 29,843 | 571,365 | 601,208 | 29,843 | 6,856,380 | | 9% |
| 03 - Street Fund | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 600,040 | | 8% |
| 04 - Sanitation Fund | 77,754 | 83,821 | 6,067 | 77,754 | 83,821 | 6,067 | 933,050 | | 9% |
| ***Total Funds*** | ***2,132,110*** | ***2,227,123*** | ***95,013*** | ***2,132,110*** | ***2,227,123*** | ***95,013*** | ***25,585,320*** | | 9% |
| ***Operating Expense:*** | | | | | | | | | |
| 01 - Osceola Light & Power | 1,272,399 | 1,287,464 | (15,065) | 1,272,399 | 1,287,464 | (15,065) | 15,268,785 | | 8% |
| 02 - City General Fund | 659,078 | 903,284 | (244,206) | 659,078 | 903,284 | (244,206) | 7,908,933 | | 11% |
| 03 - Street Fund | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 1,153,450 | | 6% |
| 04 - Sanitation Fund | 93,850 | 85,003 | 8,847 | 93,850 | 85,003 | 8,847 | 1,126,200 | | 8% |
| ***Total Funds*** | ***2,121,447*** | ***2,347,265*** | ***(225,818)*** | ***2,121,447*** | ***2,347,265*** | ***(225,818)*** | ***25,457,368*** | | 9% |
| ***Impact to Surplus:*** | | | | | | | | | |
| 01 - Osceola Light & Power | 160,589 | 206,216 | (45,627) | 160,589 | 206,216 | 45,627 | 1,927,065 | | 11% |
| 02 - City General Fund | (87,713) | (302,076) | 214,363 | (87,713) | (302,076) | (214,363) | (1,052,553) | | 29% |
| 03 - Street Fund | (46,118) | (23,100) | (23,017) | (46,118) | (23,100) | 23,017 | (553,410) | | 4% |
| 04 - Sanitation Fund | (16,096) | (1,182) | (14,914) | (16,096) | (1,182) | 14,914 | (193,150) | | 1% |
| ***Total Funds*** | ***10,663*** | ***(120,142)*** | ***130,805*** | ***10,663*** | ***(120,142)*** | ***(130,805)*** | ***127,952*** | | |

OMLP/CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
ALL FUND SUMMARY

January 2024 January 2024

| January 2024 | 8% | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| ELECTRIC | 1,229,750 | 1,264,437 | 34,687 | 1,229,750 | 1,264,437 | 34,687 | 9% | 14,757,000 | 14,486,765 |
| WATER | 127,500 | 139,303 | 11,803 | 127,500 | 139,303 | 11,803 | 9% | 1,530,000 | 1,632,337 |
| SEWER | 75,000 | 86,533 | 11,533 | 75,000 | 86,533 | 11,533 | 10% | 900,000 | 989,551 |
| OMLP ADMIN | 738 | 3,406 | 2,669 | 738 | 3,406 | 2,669 | 38% | 8,850 | 45,419 |
| CITY ADMIN | 510,535 | 524,951 | 14,417 | 510,535 | 524,951 | 14,417 | 9% | 6,126,415 | 6,278,321 |
| POLICE | 37,667 | 50,339 | 12,672 | 37,667 | 50,339 | 12,672 | 11% | 452,000 | 596,386 |
| FIRE | 4,167 | 10,309 | 6,143 | 4,167 | 10,309 | 6,143 | 21% | 50,000 | 257,931 |
| OPAR | 14,167 | 8,900 | (5,267) | 14,167 | 8,900 | (5,267) | 5% | 170,000 | 138,724 |
| COURT | | | | | | | N/A | | |
| JAIL | | | | | | | N/A | | |
| GOLF | 4,622 | 2,425 | (2,197) | 4,622 | 2,425 | (2,197) | 4% | 55,465 | 42,745 |
| AIRPORT | - | 4,284 | 4,284 | - | 4,284 | 4,284 | N/A | - | 87,443 |
| CODE ENFORCEMENT | - | - | - | | | | N/A | | |
| ANIMAL CONTROL | 208 | - | (208) | 208 | - | (208) | 0% | 2,500 | 816 |
| STREET | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| GARBAGE | 68,754 | 73,963 | 5,209 | 68,754 | 73,963 | 5,209 | 9% | 825,050 | 813,690 |
| COMPOST | - | - | - | - | - | - | N/A | - | - |
| PEST CONTROL | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| TOTAL | 2,132,110 | m | 95,013 | 2,132,110 | 2,227,123 | 95,013 | 9% | 25,585,320 | 26,162,693 |
| EXPENSE | | | | | | | | | |
| ELECTRIC | 1,018,388 | 1,025,563 | (7,176) | 1,018,388 | 1,025,563 | (7,176) | 8% | 12,220,650 | 12,914,549 |
| WATER | 79,588 | 80,581 | (993) | 79,588 | 80,581 | (993) | 8% | 955,050 | 926,682 |
| SEWER | 59,324 | 56,405 | 2,919 | 59,324 | 56,405 | 2,919 | 8% | 711,885 | 831,761 |
| OMLP ADMIN | 115,100 | 124,915 | (9,815) | 115,100 | 124,915 | (9,815) | 9% | 1,381,200 | 854,737 |
| CITY ADMIN | 77,238 | 289,235 | (211,998) | 77,238 | 289,235 | (211,998) | 31% | 926,850 | 1,189,306 |
| POLICE | 257,048 | 296,582 | (39,534) | 257,048 | 296,582 | (39,534) | 10% | 3,084,570 | 2,357,725 |
| FIRE | 112,632 | 124,582 | (11,950) | 112,632 | 124,582 | (11,950) | 9% | 1,351,585 | 1,548,707 |
| OPAR | 74,592 | 53,610 | 20,981 | 74,592 | 53,610 | 20,981 | 6% | 895,100 | 742,784 |
| COURT | 9,072 | (613) | 9,685 | 9,072 | (613) | 9,685 | -1% | 108,858 | 148,529 |
| JAIL | 48,258 | 36,715 | 11,543 | 48,258 | 36,715 | 11,543 | 6% | 579,100 | 491,996 |
| GOLF | 27,289 | 16,153 | 11,136 | 27,289 | 16,153 | 11,136 | 5% | 327,470 | 261,394 |
| AIRPORT | 667 | 71,207 | (70,540) | 667 | 71,207 | (70,540) | 890% | 8,000 | 15,506 |
| CODE ENFORCEMENT | 16,250 | 2,059 | 14,191 | 16,250 | 2,059 | 14,191 | 1% | 195,000 | 143,762 |
| ANIMAL CONTROL | 36,033 | 13,753 | 22,280 | 36,033 | 13,753 | 22,280 | 3% | 432,400 | 183,584 |
| STREET | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| GARBAGE | 84,100 | 85,003 | (903) | 84,100 | 85,003 | (903) | 8% | 1,009,200 | 962,253 |
| COMPOST | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | - |
| PEST CONTROL | 9,625 | - | 9,625 | 9,625 | - | 9,625 | 0% | 115,500 | 86,630 |
| TOTAL | 2,121,447 | 2,347,265 | (225,818) | 2,121,447 | 2,347,265 | (225,818) | 9% | 25,457,368 | 24,779,318 |
| IMPACT TO SURPLUS | | | | | | | | | |
| ELECTRIC | 211,363 | 238,874 | 27,511 | 211,363 | 238,874 | 27,511 | 9% | 2,536,350 | 1,572,216 |
| WATER | 47,913 | 58,722 | 10,810 | 47,913 | 58,722 | 10,810 | 10% | 574,950 | 705,655 |
| SEWER | 15,676 | 30,128 | 14,452 | 15,676 | 30,128 | 14,452 | 16% | 188,115 | 157,790 |
| OMLP ADMIN | (114,363) | (121,508) | (7,146) | (114,363) | (121,508) | (7,146) | 9% | (1,372,350) | (809,318) |
| CITY ADMIN | 433,297 | 235,716 | (197,581) | 433,297 | 235,716 | (197,581) | 5% | 5,199,565 | 5,089,016 |
| POLICE | (219,381) | (246,242) | (26,862) | (219,381) | (246,242) | (26,862) | 9% | (2,632,570) | (1,761,339) |
| FIRE | (108,465) | (114,273) | (5,808) | (108,465) | (114,273) | (5,808) | 9% | (1,301,585) | (1,290,776) |
| OPAR | (60,425) | (44,711) | 15,714 | (60,425) | (44,711) | 15,714 | 6% | (725,100) | (604,060) |
| COURT | (9,072) | 613 | 9,685 | (9,072) | 613 | 9,685 | -1% | (108,858) | (148,529) |
| JAIL | (48,258) | (36,715) | 11,543 | (48,258) | (36,715) | 11,543 | 6% | (579,100) | (491,996) |
| GOLF | (22,667) | (13,728) | 8,939 | (22,667) | (13,728) | 8,939 | 5% | (272,005) | (218,649) |
| AIRPORT | (667) | (66,923) | 74,824 | (667) | (66,923) | (66,257) | 837% | (8,000) | 71,937 |
| CODE ENFORCEMENT | (16,250) | (2,059) | (14,191) | (16,250) | (2,059) | 14,191 | 1% | (195,000) | (143,762) |
| ANIMAL CONTROL | (35,825) | (13,753) | 22,072 | (35,825) | (13,753) | 22,072 | 3% | (429,900) | (182,768) |
| STREET | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |
| GARBAGE | (15,346) | (11,040) | 4,306 | (15,346) | (11,040) | 4,306 | 6% | (184,150) | (148,563) |
| COMPOST | (125) | - | 125 | (125) | - | 125 | 0% | (1,500) | - |
| PEST CONTROL | (625) | 9,858 | 10,483 | (625) | 9,858 | 10,483 | -131% | (7,500) | 20,528 |
| TOTAL | 10,663 | (120,142) | (18,105) | 10,663 | (120,142) | (130,805) | -94% | 127,952 | 1,383,375 |

OMLP/CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
CONSOLIDATED SUMMARY

January 2024 January 2024

| January 2024 | 8% | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| OMLP | 1,432,988 | 1,493,679 | 60,692 | 1,432,988 | 1,493,679 | 60,692 | 9% | 17,195,850 | 17,154,072 |
| CITY | 571,365 | 601,208 | 29,843 | 571,365 | 601,208 | 29,843 | 9% | 6,856,380 | 7,402,366 |
| STREET | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| SANITATION | 77,754 | 83,821 | 6,067 | 77,754 | 83,821 | 6,067 | 9% | 933,050 | 920,848 |
| TOTAL | 2,132,110 | 2,227,123 | 95,013 | 2,132,110 | 2,227,123 | 95,013 | 9% | 25,585,320 | 26,162,693 |
| EXPENSE | | | | | | | | | |
| OMLP | 1,272,399 | 1,287,464 | (15,065) | 1,272,399 | 1,287,464 | (15,065) | 8% | 15,268,785 | 15,527,729 |
| CITY | 659,078 | 903,284 | (244,206) | 659,078 | 903,284 | (244,206) | 11% | 7,908,933 | 7,083,293 |
| STREET | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| SANITATION | 93,850 | 85,003 | 8,847 | 93,850 | 85,003 | 8,847 | 8% | 1,126,200 | 1,048,883 |
| TOTAL | 2,121,447 | 2,347,265 | (225,818) | 2,121,447 | 2,347,265 | (225,818) | 9% | 25,457,368 | 24,779,318 |
| IMPACT TO SURPLUS | | | | | | | | | |
| OMLP | 160,589 | 206,216 | 45,627 | 160,589 | 206,216 | 45,627 | 11% | 1,927,065 | 1,626,343 |
| CITY | (87,713) | (302,076) | (214,363) | (87,713) | (302,076) | (214,363) | 29% | (1,052,553) | 319,074 |
| STREET | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |
| SANITATION | (16,096) | (1,182) | 14,914 | (16,096) | (1,182) | 14,914 | 1% | (193,150) | (128,035) |
| TOTAL | 10,663 | (120,142) | (130,805) | 10,663 | (120,142) | (130,805) | -94% | 127,952 | 1,383,375 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
OMLP FUND SUMMARY

| January 2024 | January 2024 8% | | | January 2024 Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| ELECTRIC | 1,229,750 | 1,264,437 | 34,687 | 1,229,750 | 1,264,437 | 34,687 | 9% | 14,757,000 | 14,486,765 |
| WATER | 127,500 | 139,303 | 11,803 | 127,500 | 139,303 | 11,803 | 9% | 1,530,000 | 1,632,337 |
| SEWER | 75,000 | 86,533 | 11,533 | 75,000 | 86,533 | 11,533 | 10% | 900,000 | 989,551 |
| ADMIN | 738 | 3,406 | 2,669 | 738 | 3,406 | 2,669 | 38% | 8,850 | 45,419 |
| TOTAL | 1,432,988 | 1,493,679 | 60,692 | 1,432,988 | 1,493,679 | 60,692 | 9% | 17,195,850 | 17,154,072 |
| EXPENSE | | | | | | | | | |
| ELECTRIC | 1,018,388 | 1,025,563 | (7,176) | 1,018,388 | 1,025,563 | (7,176) | 8% | 12,220,650 | 12,914,549 |
| WATER | 79,588 | 80,581 | (993) | 79,588 | 80,581 | (993) | 8% | 955,050 | 926,682 |
| SEWER | 59,324 | 56,405 | 2,919 | 59,324 | 56,405 | 2,919 | 8% | 711,885 | 831,761 |
| ADMIN | 115,100 | 124,915 | (9,815) | 115,100 | 124,915 | (9,815) | 9% | 1,381,200 | 854,737 |
| TOTAL | 1,272,399 | 1,287,464 | (15,065) | 1,272,399 | 1,287,464 | (15,065) | 8% | 15,268,785 | 15,527,729 |
| IMPATCT TO SURPLUS | | | | | | | | | |
| ELECTRIC | 211,363 | 238,874 | 27,511 | 211,363 | 238,874 | 27,511 | 9% | 2,536,350 | 1,572,216 |
| WATER | 47,913 | 58,722 | 10,810 | 47,913 | 58,722 | 10,810 | 10% | 574,950 | 705,655 |
| SEWER | 15,676 | 30,128 | 14,452 | 15,676 | 30,128 | 14,452 | 16% | 188,115 | 157,790 |
| ADMIN | (114,363) | (121,508) | (7,146) | (114,363) | (121,508) | (7,146) | 9% | (1,372,350) | (809,318) |
| TOTAL | 160,589 | 206,216 | 45,627 | 160,589 | 206,216 | 45,627 | 11% | 1,927,065 | 1,626,343 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
GENERAL FUND SUMMARY

| January 2024 | January 2024 | | | | January 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| January 2024 | 8% | | | | Year to Date | | | Elapsed | Annual | Prev Yr |
| | Budget | Actual | Var (+) (-) | | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | | |
| ADMIN | 510,535 | 524,951 | 14,417 | | 510,535 | 524,951 | 14,417 | 9% | 6,126,415 | 6,278,321 |
| POLICE | 37,667 | 50,339 | 12,672 | | 37,667 | 50,339 | 12,672 | 11% | 452,000 | 596,386 |
| FIRE | 4,167 | 10,309 | 6,143 | | 4,167 | 10,309 | 6,143 | 21% | 50,000 | 257,931 |
| OPAR | 14,167 | 8,900 | (5,267) | | 14,167 | 8,900 | (5,267) | 5% | 170,000 | 138,724 |
| GOLF | 4,622 | 2,425 | (2,197) | | 4,622 | 2,425 | (2,197) | 4% | 55,465 | 42,745 |
| AIRPORT | - | 4,284 | 4,284 | | - | 4,284 | 4,284 | N/A | - | 87,443 |
| CODE ENFORCEMENT | - | - | - | | - | - | - | N/A | - | |
| ANIMAL CONTROL | 208 | - | (208) | | 208 | - | (208) | 0% | 2,500 | 816 |
| TOTAL | 571,365 | 601,208 | 29,843 | # | 571,365 | 601,208 | 29,843 | 9% | 6,856,380 | 7,402,366 |
| EXPENSE | | | | | | | | | | |
| ADMIN | 77,238 | 289,235 | (211,998) | | 77,238 | 289,235 | (211,998) | 31% | 926,850 | 1,189,306 |
| POLICE | 257,048 | 296,582 | (39,534) | | 257,048 | 296,582 | (39,534) | 10% | 3,084,570 | 2,357,725 |
| FIRE | 112,632 | 124,582 | (11,950) | | 112,632 | 124,582 | (11,950) | 9% | 1,351,585 | 1,548,707 |
| OPAR | 74,592 | 53,610 | 20,981 | | 74,592 | 53,610 | 20,981 | 6% | 895,100 | 742,784 |
| COURT | 9,072 | (613) | 9,685 | | 9,072 | (613) | 9,685 | -1% | 108,858 | 148,529 |
| JAIL | 48,258 | 36,715 | 11,543 | | 48,258 | 36,715 | 11,543 | 6% | 579,100 | 491,996 |
| GOLF | 27,289 | 16,153 | 11,136 | | 27,289 | 16,153 | 11,136 | 5% | 327,470 | 261,394 |
| AIRPORT | 667 | 71,207 | (70,540) | | 667 | 71,207 | (70,540) | 890% | 8,000 | 15,506 |
| CODE ENFORCEMENT | 16,250 | 2,059 | 14,191 | | 16,250 | 2,059 | 14,191 | 1% | 195,000 | 143,762 |
| ANIMAL CONTROL | 36,033 | 13,753 | 22,280 | | 36,033 | 13,753 | 22,280 | 3% | 432,400 | 183,584 |
| TOTAL | 659,078 | 903,284 | (244,206) | | 659,078 | 903,284 | (244,206) | 11% | 7,908,933 | 7,083,293 |
| IMPACT TO SURPLUS | | | | | | | | | | |
| ADMIN | 433,297 | 235,716 | (197,581) | | 433,297 | 235,716 | (197,581) | 5% | 5,199,565 | 5,089,016 |
| POLICE | (219,381) | (246,242) | (26,862) | | (219,381) | (246,242) | (26,862) | 9% | (2,632,570) | (1,761,339) |
| FIRE | (108,465) | (114,273) | (5,808) | | (108,465) | (114,273) | (5,808) | 9% | (1,301,585) | (1,290,776) |
| OPAR | (60,425) | (44,711) | 15,714 | | (60,425) | (44,711) | 15,714 | 6% | (725,100) | (604,060) |
| COURT | (9,072) | 613 | 9,685 | | (9,072) | 613 | 9,685 | -1% | (108,858) | (148,529) |
| JAIL | (48,258) | (36,715) | 11,543 | | (48,258) | (36,715) | 11,543 | 6% | (579,100) | (491,996) |
| GOLF | (22,667) | (13,728) | 8,939 | | (22,667) | (13,728) | 8,939 | 5% | (272,005) | (218,649) |
| AIRPORT | (667) | (66,923) | 74,824 | | (667) | (66,923) | 74,824 | 837% | (8,000) | 71,937 |
| CODE ENFORCEMENT | (16,250) | (2,059) | (14,191) | | (16,250) | (2,059) | (14,191) | 1% | (195,000) | (143,762) |
| ANIMAL CONTROL | (35,825) | (13,753) | 22,072 | | (35,825) | (13,753) | 22,072 | 3% | (429,900) | (182,768) |
| TOTAL | (87,713) | (302,076) | 214,363 | | (87,713) | (302,076) | (101,664) | 29% | (1,052,553) | 319,074 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
STREET FUND SUMMARY

| January 2024 | January 2024 | | | | January 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 8% | | | | Year to Date | | | Elapsed | Annual | Prev Yr |
| | Budget | Actual | Var (+) (-) | | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | | |
| STREET | 50,003 | 48,415 | (1,588) | | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| TOTAL | 50,003 | 48,415 | (1,588) | | 50,003 | 48,415 | (1,588) | 8% | 600,040 | 685,407 |
| EXPENSE | | | | | | | | | | |
| STREET | 96,121 | 71,515 | 24,605 | | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| TOTAL | 96,121 | 71,515 | 24,605 | | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 | 1,119,413 |
| IMPACT TO SURPLUS | | | | | | | | | | |
| STREET | (46,118) | (23,100) | 23,017 | | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |
| TOTAL | (46,118) | (23,100) | 23,017 | | (46,118) | (23,100) | 23,017 | 4% | (553,410) | (434,006) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
SANITATION FUND SUMMARY

| January 2024 | January 2024 | | | January 2024 | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| January 2024 | 8% | | | Year to Date | | | Elapsed | Annual | Prev Yr |
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUE | | | | | | | | | |
| GARBAGE | 68,754 | 73,963 | 5,209 | 68,754 | 73,963 | 5,209 | 9% | 825,050 | 813,690 |
| COMPOST | - | - | - | - | - | - | N/A | - | - |
| PEST CONTROL | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| TOTAL | 77,754 | 83,821 | 6,067 | 77,754 | 83,821 | 6,067 | 9% | 933,050 | 920,848 |
| EXPENSE | | | | | | | | | |
| GARBAGE | 84,100 | 85,003 | (903) | 84,100 | 85,003 | (903) | 8% | 1,009,200 | 962,253 |
| COMPOST | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | - |
| PEST CONTROL | 9,625 | - | 9,625 | 9,625 | - | 9,625 | 0% | 115,500 | 86,630 |
| TOTAL | 93,850 | 85,003 | 8,847 | 93,850 | 85,003 | 8,847 | 8% | 1,126,200 | 1,048,883 |
| IMPACT TO SURPLUS | | | | | | | | | |
| GARBAGE | (15,346) | (11,040) | 4,306 | (15,346) | (11,040) | 4,306 | 6% | (184,150) | (148,563) |
| COMPOST | (125) | - | 125 | (125) | - | 125 | 0% | (1,500) | - |
| PEST CONTROL | (625) | 9,858 | 10,483 | (625) | 9,858 | 10,483 | -131% | (7,500) | 20,528 |
| TOTAL | (16,096) | (1,182) | 14,914 | (16,096) | (1,182) | 14,914 | 1% | (193,150) | (128,035) |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
ELECTRIC DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | 1,208,333 | 1,241,814 | 33,480 | 1,208,333 | 1,241,814 | 33,480 | 9% | 14,500,000 | 14,266,758 |
| NEGATIVE COST ADJ | - | - | - | - | - | - | N/A | - | |
| FREE SERVICES | - | - | - | - | - | - | N/A | - | - |
| LATE PENALTY FEES | 12,500 | 10,155 | (2,345) | 12,500 | 10,155 | (2,345) | 7% | 150,000 | 134,212 |
| RECONNECTION FEES | 3,500 | 4,325 | 825 | 3,500 | 4,325 | 825 | 10% | 42,000 | 44,575 |
| POLE RENTAL | 3,333 | 6,087 | 2,754 | 3,333 | 6,087 | 2,754 | 15% | 40,000 | 18,174 |
| CREDIT CARD FEES | 1,667 | 1,557 | (110) | 1,667 | 1,557 | (110) | 8% | 20,000 | 19,771 |
| SERVICE FEES | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS - TRANSFER FEES | 417 | 500 | 83 | 417 | 500 | 83 | 10% | 5,000 | 3,275 |
| TOTAL REVENUES | 1,229,750 | 1,264,437 | 34,687 | 1,229,750 | 1,264,437 | 34,687 | 9% | 14,757,000 | 14,486,765 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 65,833 | 54,356 | 11,477 | 65,833 | 54,356 | 11,477 | 7% | 790,000 | 738,236 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | 833 | 1,726 | (892) | 833 | 1,726 | (892) | 17% | 10,000 | 17,769 |
| PAYROLL TAX | 5,267 | 3,977 | 1,290 | 5,267 | 3,977 | 1,290 | 6% | 63,200 | 56,350 |
| GROUP INSURANCE | 5,417 | 4,995 | 421 | 5,417 | 4,995 | 421 | 8% | 65,000 | 52,009 |
| PENSION EXPENSE | 2,500 | 1,260 | 1,240 | 2,500 | 1,260 | 1,240 | 4% | 30,000 | 24,710 |
| TRAVEL & TRAINING EXPENSE | 833 | 6,000 | (5,167) | 833 | 6,000 | (5,167) | 60% | 10,000 | 7,316 |
| SAFETY SUPPLIES | 417 | 571 | (155) | 417 | 571 | (155) | 11% | 5,000 | 3,835 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 417 | (12) | 429 | 417 | (12) | 429 | 0% | 5,000 | 3,365 |
| MATERIALS AND SUPPLIES | 1,667 | 3,204 | (1,537) | 1,667 | 3,204 | (1,537) | 16% | 20,000 | 19,388 |
| TELEPHONE | 417 | 1,259 | (843) | 417 | 1,259 | (843) | 25% | 5,000 | 7,239 |
| BUILDING EXPENSE | 583 | 669 | (86) | 583 | 669 | (86) | 10% | 7,000 | 21,717 |
| UTILITIES | 1,458 | 2,120 | (662) | 1,458 | 2,120 | (662) | 12% | 17,500 | 18,648 |
| INSURANCE | 1,250 | - | 1,250 | 1,250 | - | 1,250 | 0% | 15,000 | 28,735 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 629 |
| LICENSES | 17 | - | 17 | 17 | - | 17 | 0% | 200 | 260 |
| IMMUNIZATIONS & PHYSICALS | 63 | - | 63 | 63 | - | 63 | 0% | 750 | 521 |
| REPAIRS & MAINTENANCE - VEH & EQ | 4,167 | 802 | 3,365 | 4,167 | 802 | 3,365 | 2% | 50,000 | 63,140 |
| OPERATING EXPENSES - VEHICLES | 2,667 | 5,367 | (2,700) | 2,667 | 5,367 | (2,700) | 17% | 32,000 | 49,715 |
| REP & MAINT - GENERATORS | - | - | - | - | - | - | N/A | - | 2,055 |
| TRANSFORMER REPAIRS & DISPOSAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | - |
| ELECTRIC POWER PURCHASED | 858,333 | 888,436 | (30,102) | 858,333 | 888,436 | (30,102) | 9% | 10,300,000 | 11,227,313 |
| DEPRECIATION | 45,833 | 45,833 | 0 | 45,833 | 45,833 | 0 | 8% | 550,000 | 500,004 |
| DEPRECIATION - VEHICLES | 5,000 | 5,000 | - | 5,000 | 5,000 | - | 8% | 60,000 | 62,500 |
| TREE TRIMMING | 14,583 | - | 14,583 | 14,583 | - | 14,583 | 0% | 175,000 | - |
| CONSULTING SERVICES | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 9,095 |
| TOTAL EXPENDITURES | 1,018,388 | 1,025,563 | (7,176) | 1,018,388 | 1,025,563 | (7,176) | 8% | 12,220,650 | 12,914,549 |
| IMPACT TO SURPLUS | 211,363 | 238,874 | 27,511 | 211,363 | 238,874 | 27,511 | 9% | 2,536,350 | 1,572,216 |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
WATER DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | 125,000 | 133,701 | 8,701 | 125,000 | 133,701 | 8,701 | 9% | 1,500,000 | 1,584,953 |
| ADJUSTMENTS | - | - | - | - | - | - | N/A | - | - |
| FREE SERVICES | - | - | - | - | - | - | N/A | - | (2) |
| LATE PENALTY FEES | 2,083 | 3,661 | 1,578 | 2,083 | 3,661 | 1,578 | 15% | 25,000 | 23,392 |
| SERVICE FEES | 417 | 1,940 | 1,523 | 417 | 1,940 | 1,523 | 39% | 5,000 | 23,994 |
| TOTAL REVENUES | 127,500 | 139,303 | 11,803 | 127,500 | 139,303 | 11,803 | 9% | 1,530,000 | 1,632,337 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 27,083 | 27,289 | (206) | 27,083 | 27,289 | (206) | 8% | 325,000 | 305,848 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | 3,500 | 2,381 | 1,119 | 3,500 | 2,381 | 1,119 | 100% | 42,000 | 38,794 |
| PAYROLL TAX | 2,167 | 2,012 | 155 | 2,167 | 2,012 | 155 | 8% | 26,000 | 23,260 |
| GROUP INSURANCE | 3,125 | 1,469 | 1,656 | 3,125 | 1,469 | 1,656 | 4% | 37,500 | 16,784 |
| PENSION EXPENSE | 750 | 559 | 191 | 750 | 559 | 191 | 6% | 9,000 | 6,764 |
| TRAVEL & TRAINING EXPENSE | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 | 445 |
| SAFETY SUPPLIES | 392 | 555 | (164) | 392 | 555 | (164) | 12% | 4,700 | 1,081 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 375 | 1,576 | (1,201) | 375 | 1,576 | (1,201) | 35% | 4,500 | 12,006 |
| MATERIALS AND SUPPLIES | 3,750 | 2,291 | 1,459 | 3,750 | 2,291 | 1,459 | 5% | 45,000 | 38,146 |
| CHEMICALS AND SUPPLIES | 4,583 | 6,208 | (1,625) | 4,583 | 6,208 | (1,625) | 11% | 55,000 | 83,032 |
| TOOLS | 250 | - | 250 | 250 | - | 250 | 0% | 3,000 | 1,212 |
| TELEPHONE | 1,667 | 527 | 1,140 | 1,667 | 527 | 1,140 | 3% | 20,000 | 4,653 |
| BUILDING EXPENSE | 333 | 303 | 30 | 333 | 303 | 30 | 8% | 4,000 | 653 |
| UTILITIES | 4,167 | 7,107 | (2,941) | 4,167 | 7,107 | (2,941) | 14% | 50,000 | 53,511 |
| INSURANCE | 1,667 | - | 1,667 | 1,667 | - | 1,667 | 0% | 20,000 | 18,846 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 1,250 | - | 1,250 | 1,250 | - | 1,250 | 0% | 15,000 | 41,544 |
| LICENSES | 667 | - | 667 | 667 | - | 667 | 0% | 8,000 | 2,414 |
| IMMUNIZATIONS & PHYSICALS | 71 | - | 71 | 71 | - | 71 | 0% | 850 | 57 |
| REPAIRS & MAINTENANCE - VEH & EQ | 750 | 611 | 139 | 750 | 611 | 139 | 7% | 9,000 | 9,381 |
| OPERATING EXPENSES - VEHICLES | 1,667 | 146 | 1,521 | 1,667 | 146 | 1,521 | 1% | 20,000 | 1,749 |
| MANHOLE & PIPE REHAB | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | - |
| PIPE & HYDRANT REPAIR | - | - | - | - | - | - | N/A | - | - |
| WELL AND PUMP REPAIRS | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 363 |
| PUMP AND TANK REPAIRS | 5,000 | 12,795 | (7,795) | 5,000 | 12,795 | (7,795) | 21% | 60,000 | 63,483 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION - WATER PLANT | 12,250 | 12,250 | - | 12,250 | 12,250 | - | 8% | 147,000 | 174,996 |
| DEPRECIATION - VEHICLES | 2,500 | 2,500 | - | 2,500 | 2,500 | - | 8% | 30,000 | 27,500 |
| CONSULTING SERVICES | 583 | - | 583 | 583 | - | 583 | 0% | 7,000 | 160 |
| INTEREST EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 79,588 | 80,581 | (993) | 79,588 | 80,581 | (993) | 8% | 955,050 | 926,682 |
| IMPACT TO SURPLUS | 47,913 | 58,722 | 10,810 | 47,913 | 58,722 | 10,810 | 10% | 574,950 | 705,655 |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
SEWER DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | ElAEsed | Annual | Proposed | Adjusted | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | mendme | Annual Budget | Actual |
| REVENUES | | | | | | | | | | | |
| SALES | 75,000 | 86,053 | 11,053 | 75,000 | 86,053 | 11,053 | 10% | 900,000 | | 900,000 | 988,446 |
| FREE SERVICE | - | - | - | - | - | - | N/A | - | | - | - |
| SERVICE FEES | - | 480 | 480 | - | 480 | 480 | N/A | - | | - | 1,105 |
| TOTAL REVENUES | 75,000 | 86,533 | 11,533 | 75,000 | 86,533 | 11,533 | 10% | 900,000 | - | 900,000 | 989,551 |
| EXPENDITURES | | | | | | | | | | | |
| SALARIES STAFF | 20,833 | 25,491 | (4,658) | 20,833 | 25,491 | (4,658) | 10% | 250,000 | | 250,000 | 261,441 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | | - | - |
| TEMP SERVICE WAGES | 2,013 | 3,784 | (1,771) | 2,013 | 3,784 | (1,771) | 16% | 24,150 | | 24,150 | 67,898 |
| PAYROLL TAX | 1,667 | 1,892 | (226) | 1,667 | 1,892 | (226) | 9% | 20,000 | | 20,000 | 20,433 |
| GROUP INSURANCE | 1,667 | 1,222 | 445 | 1,667 | 1,222 | 445 | 6% | 20,000 | | 20,000 | 14,066 |
| PENSION EXPENSE | 450 | 599 | (149) | 450 | 599 | (149) | 11% | 5,400 | | 5,400 | 6,835 |
| TRAVEL & TRAINING EXPENSE | 167 | 24 | 142 | 167 | 24 | 142 | 1% | 2,000 | | 2,000 | 2,612 |
| SAFETY SUPPLIES | 146 | 620 | (474) | 146 | 620 | (474) | 35% | 1,750 | | 1,750 | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | | - | - |
| UNIFORM EXPENSE | 250 | 878 | (628) | 250 | 878 | (628) | 29% | 3,000 | | 3,000 | - |
| MATERIALS AND SUPPLIES | 3,108 | 1,140 | 1,969 | 3,108 | 1,140 | 1,969 | 3% | 37,300 | | 37,300 | 49,386 |
| CHEMICALS AND SUPPLIES | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | (4,500) | 5,500 | 4,346 |
| TOOLS | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 | | 2,500 | 545 |
| TELEPHONE | 258 | - | 258 | 258 | - | 258 | 0% | 3,096 | | 3,096 | - |
| BUILDING EXPENSE | 583 | - | 583 | 583 | - | 583 | 0% | 7,000 | | 7,000 | 623 |
| UTILITIES | 5,583 | 2,119 | 3,465 | 5,583 | 2,119 | 3,465 | 3% | 67,000 | | 67,000 | 42,514 |
| INSURANCE | 375 | - | 375 | 375 | - | 375 | 0% | 4,500 | | 4,500 | 11,380 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 10 | - | 10 | 10 | - | 10 | 0% | 120 | | 120 | 3,479 |
| LICENSES | 1,292 | - | 1,292 | 1,292 | - | 1,292 | 0% | 15,500 | 4,500 | 20,000 | 7,626 |
| IMMUNIZATIONS & PHYSICALS | 33 | 45 | (12) | 33 | 45 | (12) | 11% | 400 | | 400 | 696 |
| REPAIRS & MAINTENANCE - VEH & EQ | 833 | 1,273 | (439) | 833 | 1,273 | (439) | 13% | 10,000 | | 10,000 | 21,035 |
| OPERATING EXPENSES - VEHICLES | 833 | 2,254 | (1,421) | 833 | 2,254 | (1,421) | 23% | 10,000 | | 10,000 | 14,007 |
| MANHOLE & PIPE REHAB | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | | 10,000 | - |
| PUMP AND TANK REPAIRS | 2,083 | - | 2,083 | 2,083 | - | 2,083 | 0% | 25,000 | | 25,000 | 36,959 |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | | - | - |
| DEPRICIATION SEWER SYSTEMS | 13,369 | 13,369 | (0) | 13,369 | 13,369 | (0) | 8% | 160,425 | | 160,425 | 245,004 |
| DEPRECIATION - VEHICLES | 1,697 | 1,697 | (0) | 1,697 | 1,697 | (0) | 8% | 20,362 | | 20,362 | 20,364 |
| CONSULTING SERVICES | 199 | - | 199 | 199 | - | 199 | 0% | 2,382 | | 2,382 | 495 |
| INTEREST EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | | - | 17 |
| TOTAL EXPENDITURES | 59,324 | 56,405 | 2,919 | 59,324 | 56,405 | 2,919 | 8% | 711,885 | - | 711,885 | 831,761 |
| IMPACT TO SURPLUS | 15,676 | 30,128 | 14,452 | 15,676 | 30,128 | 8,615 | 0 | 188,115 | - | 188,115 | 157,790 |

OSCEOLA MUNICIPAL LIGHT AND POWER
BUDGET TO ACTUAL COMPARISON
ADMINISTRATIVE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Proposed | Adjusted | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Amendmen | nnual Budg | Actual |
| REVENUES | | | | | | | | | | | |
| AMP | - | - | - | - | - | - | N/A | - | | - | (898) |
| ELECTRIC PERMITS | 100 | 91 | (9) | 100 | 91 | (9) | 8% | 1,200 | | 1,200 | 434 |
| PLUMBING PERMITS | 13 | - | (13) | 13 | - | (13) | 0% | 150 | | 150 | 855 |
| SALE OF ASSETS/EQUIPMENT | - | - | - | - | - | - | N/A | - | | - | 20,975 |
| INTEREST INCOME | 625 | 430 | (195) | 625 | 430 | (195) | 6% | 7,500 | | 7,500 | 6,519 |
| MISCELLANEOUS | - | 2,885 | 2,885 | - | 2,885 | 2,885 | N/A | - | | - | 17,534 |
| TOTAL REVENUES | 738 | 3,406 | 2,669 | 738 | 3,406 | 2,669 | 38% | 8,850 | | 8,850 | 45,419 |
| | | | | | | | | | | - | |
| EXPENDITURES | | | | | | | | | | - | |
| SALARIES STAFF | 30,417 | 33,301 | (2,884) | 30,417 | 33,301 | (2,884) | 9% | 365,000 | (75,060) | 289,940 | 385,956 |
| SALARIES DEPT MANAGERS | - | - | - | - | - | - | N/A | - | (81,028) | (81,028) | - |
| TEMP SERVICE WAGES | - | - | - | - | - | - | N/A | - | | - | 1,691 |
| PAYROLL TAX | 2,433 | 3,778 | (1,345) | 2,433 | 3,778 | (1,345) | 13% | 29,200 | (7,500) | 21,700 | 29,767 |
| GROUP INSURANCE | 4,167 | 2,640 | 1,527 | 4,167 | 2,640 | 1,527 | 5% | 50,000 | | 50,000 | 30,234 |
| PENSION EXPENSE | 625 | 646 | (21) | 625 | 646 | (21) | 9% | 7,500 | | 7,500 | 8,096 |
| TRAVEL & TRAINING EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | | 5,000 | 1,010 |
| SAFETY SUPPLIES | 83 | 126 | (43) | 83 | 126 | (43) | 13% | 1,000 | | 1,000 | 1,322 |
| HR MATERIALS & SUPPLIES | 417 | 4,929 | (4,512) | 417 | 4,929 | (4,512) | 99% | 5,000 | | 5,000 | 4,821 |
| SAFETY COMMITTEE | - | - | - | - | - | - | N/A | - | | - | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | | - | 5,997 |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| MATERIALS AND SUPPLIES | 7,500 | 12,284 | (4,784) | 7,500 | 12,284 | (4,784) | 14% | 90,000 | | 90,000 | 92,467 |
| OFFICE EXPENSE | - | - | - | - | - | - | 100% | - | | - | - |
| POSTAGE | 2,083 | 1,784 | 299 | 2,083 | 1,784 | 299 | 7% | 25,000 | | 25,000 | 35,552 |
| PUBLISHING ORDINANACES & NOTICES | - | - | - | - | - | - | 100% | - | | - | 588 |
| TELEPHONE | 833 | 1,837 | (1,004) | 833 | 1,837 | (1,004) | 18% | 10,000 | | 10,000 | 12,948 |
| BUILDING EXPENSE | 6,250 | 3,889 | 2,361 | 6,250 | 3,889 | 2,361 | 5% | 75,000 | | 75,000 | 16,458 |
| UTILITIES | 2,083 | 24 | 2,059 | 2,083 | 24 | 2,059 | 0% | 25,000 | | 25,000 | 6,885 |
| INSURANCE | 167 | 100 | 67 | 167 | 100 | 67 | 5% | 2,000 | | 2,000 | - |
| ETS CREDIT CARD FEES | - | - | - | - | - | - | N/A | - | | - | - |
| DUES, MBRSHPS & SUBSCRIPTIONS | 4,167 | 14,064 | (9,898) | 4,167 | 14,064 | (9,898) | 28% | 50,000 | | 50,000 | 58,285 |
| UNEMPLOYMENT BENEFIT ASSMT | - | - | - | - | - | - | 100% | - | | - | - |
| AUDIT FEES | 3,750 | - | 3,750 | 3,750 | - | 3,750 | 0% | 45,000 | | 45,000 | 36,700 |
| LEGAL EXPENSES | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | | 10,000 | 336 |
| ADV, PROMOTIONS & DONATIONS | 2,500 | 10,250 | (7,750) | 2,500 | 10,250 | (7,750) | 34% | 30,000 | | 30,000 | 35,275 |
| LICENSES | 167 | 32,826 | (32,659) | 167 | 32,826 | (32,659) | 1641% | 2,000 | | 2,000 | 6,265 |
| IMMUNIZATIONS & PHYSICALS | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | | 1,500 | 301 |
| REPAIRS & MAINTENANCE - VEHICLE EQUIP | - | - | - | - | - | - | N/A | - | | - | - |
| OPERATING EXPENSE - VEHICLES | - | - | - | - | - | - | N/A | - | | - | - |
| EQUIPMENT RENTAL | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | | 7,500 | 3,430 |
| DEPRECIATION | 417 | 417 | (0) | 417 | 417 | (0) | 8% | 5,000 | | 5,000 | 5,004 |
| CONSULTING SERVICES | 6,042 | 3,010 | 3,032 | 6,042 | 3,010 | 3,032 | 4% | 72,500 | 80,000 | 152,500 | 174,151 |
| BAD ACCOUNTS | (3,333) | (1,291) | (2,043) | (3,333) | (1,291) | (2,043) | 3% | (40,000) | | (40,000) | (32,059) |
| INTEREST EXPENSE | 41,667 | 55 | 41,611 | 41,667 | 55 | 41,611 | 0% | 500,000 | | 500,000 | (76,691) |
| BOND PAYING AGENT EXPENSE | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | | 7,500 | 800 |
| BOND AMORTIZATION | - | - | - | - | - | - | N/A | - | | - | - |
| CASH OVER AND SHORT | 42 | 244 | (202) | 42 | 244 | (202) | 49% | 500 | | 500 | 124 |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | | - | 9,024 |
| TOTAL EXPENDITURES | 115,100 | 124,915 | (9,815) | 115,100 | 124,915 | (9,815) | 9% | 1,381,200 | (83,588) | 1,297,612 | 854,737 |
| IMPACT TO SURPLUS | (114,363) | (121,508) | (7,146) | (114,363) | (121,508) | (7,146) | 9% | (1,372,350) | | (1,288,762) | (809,318) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
ADMINISTRATIVE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Proposed | Adjusted Annua | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Amendment | Budget | Actual |
| REVENUES | | | | | | | | | | | |
| PROPERTY TAXES | 59,583 | 124,513 | 64,929 | 59,583 | 124,513 | 64,929 | 17% | 715,000 | | 715,000 | 713,033 |
| GENERAL REVENUE (STATE OF ARK) | 9,583 | 14,111 | 4,528 | 9,583 | 14,111 | 4,528 | 12% | 115,000 | | 115,000 | 106,096 |
| PRIVILEGE TAX -- CITY | 667 | 25 | (642) | 667 | 25 | (642) | 0% | 8,000 | | 8,000 | 11,023 |
| PILOT-FED HOUSING AUTHORITY | 276 | - | (276) | 276 | - | (276) | 0% | 3,315 | | 3,315 | 3,315 |
| PILOT-PLUM POINT ENERGY STATION | 72,500 | - | (72,500) | 72,500 | - | (72,500) | 0% | 870,000 | | 870,000 | 871,751 |
| PILOT-OTHER | - | - | - | - | - | - | N/A | - | | - | 86,450 |
| A & P TAX REVENUE | 2,667 | 4,276 | 1,610 | 2,667 | 4,276 | 1,610 | 13% | 32,000 | | 32,000 | 47,657 |
| GAS FRANCHISE TAX | 8,333 | 26,161 | 17,827 | 8,333 | 26,161 | 17,827 | 26% | 100,000 | | 100,000 | 105,960 |
| TELEPHONE EXCISE TAX | 1,667 | - | (1,667) | 1,667 | - | (1,667) | 0% | 20,000 | | 20,000 | 18,000 |
| CABLE FRANCHISE TAX | 2,083 | 1,298 | (785) | 2,083 | 1,298 | (785) | 5% | 25,000 | | 25,000 | 16,048 |
| BUILDING PERMITS | 167 | - | (167) | 167 | - | (167) | 0% | 2,000 | | 2,000 | 8,646 |
| PLANNING COMMISSION FEES | 8 | - | (8) | 8 | - | (8) | 0% | 100 | | 100 | 10 |
| CODE RED CONTRIBUTIONS | - | - | - | - | - | - | N/A | - | | - | - |
| SALE OF ASSETS/EQUIPMENT | - | - | - | - | - | - | N/A | - | | - | - |
| INTEREST INCOME | 417 | 494 | 78 | 417 | 494 | 78 | 10% | 5,000 | | 5,000 | 6,801 |
| HISTORICAL SOCIETY | - | - | - | - | - | - | N/A | - | | - | - |
| COUNTY SALES TAX | 166,667 | 145,859 | (20,807) | 166,667 | 145,859 | (20,807) | 7% | 2,000,000 | | 2,000,000 | 1,821,071 |
| MISCELLANEOUS | - | 4,000 | 4,000 | - | 4,000 | 4,000 | N/A | - | | - | 283,600 |
| GRANT INCOME | - | - | - | - | - | - | N/A | - | | - | 53,449 |
| CITY SALES TAX | 183,333 | 201,214 | 17,880 | 183,333 | 201,214 | 17,880 | 9% | 2,200,000 | | 2,200,000 | 2,086,735 |
| RENT INCOME | 2,583 | 3,000 | 417 | 2,583 | 3,000 | 417 | 10% | 31,000 | | 31,000 | 38,676 |
| TOTAL REVENUES | 510,535 | 524,951 | 14,417 | 510,535 | 524,951 | 14,417 | 9% | 6,126,415 | | | 6,278,321 |
| EXPENDITURES | | | | | | | | | | | |
| SALARIES OTHER | - | - | - | - | - | - | N/A | - | | - | - |
| SALARIES DEPT MANAGERS | - | - | - | - | - | - | N/A | - | | - | - |
| SALARIES ELECTED OFFICIALS | 22,083 | 17,534 | 4,549 | 22,083 | 17,534 | 4,549 | 7% | 265,000 | | 265,000 | 149,927 |
| TRAVEL & PUBLIC RELATIONS | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 | | 10,000 | 4,769 |
| PAYROLL TAX | 1,767 | 2,490 | (723) | 1,767 | 2,490 | (723) | 12% | 21,200 | | 21,200 | 10,424 |
| GROUP INSURANCE | 4,167 | 4,539 | (372) | 4,167 | 4,539 | (372) | 9% | 50,000 | | 50,000 | 56,274 |
| PENSION EXPENSE | 4,583 | 3,657 | 926 | 4,583 | 3,657 | 926 | 7% | 55,000 | | 55,000 | 44,237 |
| ELECTED OFFICIALS RETIREMENT | - | - | - | - | - | - | N/A | - | | - | - |
| TRAVEL & TRAINING EXPENSE | 1,000 | 9,727 | (8,727) | 1,000 | 9,727 | (8,727) | 81% | 12,000 | | 12,000 | 13,690 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | | - | 450 |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| MATERIALS AND SUPPLIES | 4,167 | 12,788 | (8,621) | 4,167 | 12,788 | (8,621) | 26% | 50,000 | | 50,000 | 138,958 |
| OFFICE EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | | 5,000 | - |
| PUBLISHING ORDINANCES & NOTICES | 625 | 1,200 | (575) | 625 | 1,200 | (575) | 16% | 7,500 | | 7,500 | 16,544 |
| TELEPHONE | 292 | - | 292 | 292 | - | 292 | 0% | 3,500 | | 3,500 | 2,364 |
| BUILDING EXPENSE | 1,667 | 4,708 | (3,042) | 1,667 | 4,708 | (3,042) | 24% | 20,000 | | 20,000 | 87,059 |
| UTILITIES | 3,750 | 660 | 3,090 | 3,750 | 660 | 3,090 | 1% | 45,000 | | 45,000 | 30,326 |
| RENT | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 | | 1,000 | 1,021 |
| A & P EXPENSES | 2,500 | - | 2,500 | 2,500 | - | 2,500 | 0% | 30,000 | | 30,000 | 72,090 |
| INSURANCE | 2,833 | - | 2,833 | 2,833 | - | 2,833 | 0% | 34,000 | | 34,000 | 126,483 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 292 | 463 | (171) | 292 | 463 | (171) | 13% | 3,500 | | 3,500 | 2,982 |
| UNEMPLOYMENT BENEFIT ASSMT | - | - | - | - | - | - | N/A | - | | - | - |
| AUDIT FEES | - | - | - | - | - | - | N/A | - | | - | - |
| LEGAL EXPENSES | 1,667 | 1,675 | (8) | 1,667 | 1,675 | (8) | 8% | 20,000 | | 20,000 | 54,686 |
| ADV, PROMOTIONS & DONATIONS | 500 | 2,024 | (1,524) | 500 | 2,024 | (1,524) | 34% | 6,000 | | 6,000 | 4,863 |
| LICENSES | 21 | - | 21 | 21 | - | 21 | 0% | 250 | | 250 | 185 |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | | - | - |
| REPAIRS & MAINTENANCE - VEH & EQ | 100 | - | 100 | 100 | - | 100 | 0% | 1,200 | | 1,200 | 291 |
| OPERATING EXPENSES - VEHICLES | - | - | - | - | - | - | N/A | - | | - | - |
| ELECTION EXPENSE | - | - | - | - | - | - | N/A | - | | - | 3,715 |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | | - | 2,406 |
| HEADSTART BLDG EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| ROSENWALD BLDG EXPENSE | 625 | 817 | (192) | 625 | 817 | (192) | 11% | 7,500 | | 7,500 | 3,529 |
| SR CITIZEN BLDG EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | | 5,000 | 14,724 |
| SCOUT HUT EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| COSTON BLDG EXPENSE | 125 | 234 | (109) | 125 | 234 | (109) | 16% | 1,500 | | 1,500 | 5,509 |
| PLANNING COMMISSION EXPENSE | 17 | - | 17 | 17 | - | 17 | 0% | 200 | | 200 | - |
| CONSULTING SERVICES | 11,042 | 14,270 | (3,228) | 11,042 | 14,270 | (3,228) | 11% | 132,500 | 20,000 | 152,500 | 136,105 |
| COMMERCIAL INCENTIVES | - | 6,250 | (6,250) | - | 6,250 | (6,250) | N/A | - | 41,000 | 41,000 | 55,750 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | | - | - |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - | | - | - |
| ABANDONED/CONDEMNED PROP EXP | 11,667 | - | 11,667 | 11,667 | - | 11,667 | 0% | 140,000 | | 140,000 | 140,180 |
| MISCELLANEOUS | - | 206,198 | (206,198) | - | 206,198 | (206,198) | N/A | - | | - | 9,764 |
| TOTAL EXPENDITURES | 77,238 | 289,235 | (211,998) | 77,238 | 289,235 | (211,998) | 31% | 926,850 | 61,000 | 987,850 | 1,189,306 |
| IMPACT TO SURPLUS | 433,297 | 235,716 | (197,581) | 433,297 | 235,716 | (197,581) | 5% | 5,199,565 | | | 5,089,016 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
POLICE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| FINES AND FOREFEITURES | 33,333 | 49,884 | 16,551 | 33,333 | 49,884 | 16,551 | 12% | 400,000 | 438,558 |
| OPD RECEIPTS | 167 | - | (167) | 167 | - | (167) | 0% | 2,000 | - |
| JAIL RECEIPTS | 4,167 | 455 | (3,712) | 4,167 | 455 | (3,712) | 1% | 50,000 | 36,298 |
| GRANT INCOME | - | - | - | - | - | - | N/A | - | 121,530 |
| TOTAL REVENUES | 37,667 | 50,339 | 12,672 | 37,667 | 50,339 | 12,672 | 11% | 452,000 | 596,386 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 154,417 | 147,841 | 6,575 | 154,417 | 147,841 | 6,575 | 8% | 1,853,000 | 1,636,971 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| SALARIES - GRANT/OPD | (5,000) | (1,711) | (3,289) | (5,000) | (1,711) | (3,289) | 3% | (60,000) | (184,467) |
| AUXILIARY POLICE | 167 | 75 | 92 | 167 | 75 | 92 | 4% | 2,000 | 1,051 |
| PAYROLL TAX | 12,353 | 11,005 | 1,348 | 12,353 | 11,005 | 1,348 | 7% | 148,240 | 122,403 |
| GROUP INSURANCE | 11,250 | 8,325 | 2,925 | 11,250 | 8,325 | 2,925 | 6% | 135,000 | 98,613 |
| PENSION EXPENSE | 16,986 | 29,189 | (12,203) | 16,986 | 29,189 | (12,203) | 14% | 203,830 | 202,539 |
| TRAVEL & TRAINING EXPENSE | 833 | 1,418 | (585) | 833 | 1,418 | (585) | 14% | 10,000 | 7,346 |
| SAFETY SUPPLIES | - | - | - | - | - | - | N/A | - | 1,802 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 1,667 | 2,567 | (901) | 1,667 | 2,567 | (901) | 13% | 20,000 | 19,244 |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 4,583 | 907 | 3,677 | 4,583 | 907 | 3,677 | 2% | 55,000 | 47,163 |
| TELEPHONE | 2,917 | 5,227 | (2,310) | 2,917 | 5,227 | (2,310) | 15% | 35,000 | 31,338 |
| BUILDING EXPENSE | 20,833 | - | 20,833 | 20,833 | - | 20,833 | 0% | 250,000 | 2,409 |
| UTILITIES | 625 | 1,399 | (774) | 625 | 1,399 | (774) | 19% | 7,500 | 9,261 |
| INSURANCE | 2,500 | - | 2,500 | 2,500 | - | 2,500 | 0% | 30,000 | 41,842 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 9,167 | 331 | 8,835 | 9,167 | 331 | 8,835 | 0% | 110,000 | 16,711 |
| IMMUNIZATIONS & PHYSICALS | 417 | 281 | 136 | 417 | 281 | 136 | 6% | 5,000 | 4,431 |
| REPAIRS & MAINTENANCE - VEH & EQ | 5,000 | 1,213 | 3,787 | 5,000 | 1,213 | 3,787 | 2% | 60,000 | 39,146 |
| OPERATING EXPENSES - VEHICLES | 4,583 | 7,081 | (2,498) | 4,583 | 7,081 | (2,498) | 13% | 55,000 | 96,477 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | 13,750 | 81,433 | (67,683) | 13,750 | 81,433 | (67,683) | 49% | 165,000 | 198,049 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | (34,606) |
| TOTAL EXPENDITURES | 257,048 | 296,582 | (39,534) | 257,048 | 296,582 | (39,534) | 10% | 3,084,570 | 2,357,725 |
| IMPACT TO SURPLUS | (219,381) | (246,242) | (26,862) | (219,381) | (246,242) | (26,862) | 9% | (2,632,570) | (1,761,339) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
FIRE DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| CONTRACT TRAINING RECEIPTS | - | 8,332 | 8,332 | - | 8,332 | 8,332 | N/A | - | 50,000 |
| GRANT INCOME | 4,167 | 1,977 | (2,189) | 4,167 | 1,977 | (2,189) | 4% | 50,000 | 207,931 |
| TOTAL REVENUES | 4,167 | 10,309 | 6,143 | 4,167 | 10,309 | 6,143 | 21% | 50,000 | 257,931 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 75,000 | 73,748 | 1,252 | 75,000 | 73,748 | 1,252 | 8% | 900,000 | 944,970 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| FIRE SCRIPT REDEEMED | 1,000 | 6,889 | (5,889) | 1,000 | 6,889 | (5,889) | 57% | 12,000 | 16,985 |
| PAYROLL TAX | 1,500 | 1,286 | 214 | 1,500 | 1,286 | 214 | 7% | 18,000 | 16,997 |
| GROUP INSURANCE | 6,000 | 3,714 | 2,286 | 6,000 | 3,714 | 2,286 | 5% | 72,000 | 52,911 |
| PENSION EXPENSE | 10,667 | 17,340 | (6,673) | 10,667 | 17,340 | (6,673) | 14% | 128,000 | 142,194 |
| TRAVEL & TRAINING EXPENSE | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 2,205 |
| SAFETY SUPPLIES | 83 | 245 | (161) | 83 | 245 | (161) | 24% | 1,000 | 1,076 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 667 | 409 | 258 | 667 | 409 | 258 | 5% | 8,000 | 7,684 |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 2,667 | 2,520 | 146 | 2,667 | 2,520 | 146 | 8% | 32,000 | 43,697 |
| TELEPHONE | 1,667 | 1,173 | 493 | 1,667 | 1,173 | 493 | 6% | 20,000 | 8,331 |
| BUILDING EXPENSE | 667 | 1,201 | (534) | 667 | 1,201 | (534) | 15% | 8,000 | 18,645 |
| UTILITIES | 1,500 | 1,820 | (320) | 1,500 | 1,820 | (320) | 10% | 18,000 | 12,722 |
| INSURANCE | 4,167 | - | 4,167 | 4,167 | - | 4,167 | 0% | 50,000 | 44,573 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 33 | - | 33 | 33 | - | 33 | 0% | 400 | 300 |
| LICENSES | - | - | - | - | - | - | N/A | - | 52 |
| IMMUNIZATIONS & PHYSICALS | 167 | 475 | (308) | 167 | 475 | (308) | 24% | 2,000 | 1,558 |
| REPAIRS & MAINTENANCE - VEH & EQ | 1,833 | 2,249 | (415) | 1,833 | 2,249 | (415) | 10% | 22,000 | 25,211 |
| OPERATING EXPENSES - VEHICLES | 1,500 | 2,429 | (929) | 1,500 | 2,429 | (929) | 13% | 18,000 | 20,401 |
| EQUIPMENT RENTAL | 833 | 767 | 66 | 833 | 767 | 66 | 8% | 10,000 | 19,820 |
| EQUIPMENT PURCHASES | 2,265 | 8,318 | (6,053) | 2,265 | 8,318 | (6,053) | 31% | 27,185 | 168,375 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | - |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 112,632 | 124,582 | (11,950) | 112,632 | 124,582 | (11,950) | 9% | 1,351,585 | 1,548,707 |
| IMPACT TO SURPLUS | (108,465) | (114,273) | (5,808) | (108,465) | (114,273) | (5,808) | 9% | (1,301,585) | (1,290,776) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
OPAR

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| ADMISSION FEES | 7,917 | 8,900 | 983 | 7,917 | 8,900 | 983 | 9% | 95,000 | 138,724 |
| GRANT INCOME | 6,250 | - | (6,250) | 6,250 | - | (6,250) | 0% | 75,000 | - |
| TOTAL REVENUES | 14,167 | 8,900 | (5,267) | 14,167 | 8,900 | (5,267) | 5% | 170,000 | 138,724 |
| EXPENDITURES | | | | | | | | | |
| SALARIES STAFF | 33,333 | 27,983 | 5,350 | 33,333 | 27,983 | 5,350 | 7% | 400,000 | 377,352 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - | - |
| SUMMER WORKERS | 3,150 | - | 3,150 | 3,150 | - | 3,150 | 0% | 37,800 | - |
| TEMP SERVICE WAGES | 2,275 | 616 | 1,659 | 2,275 | 616 | 1,659 | 2% | 27,300 | 42,104 |
| PAYROLL TAX | 2,667 | 2,030 | 637 | 2,667 | 2,030 | 637 | 6% | 32,000 | 27,960 |
| GROUP INSURANCE | 2,500 | 2,786 | (286) | 2,500 | 2,786 | (286) | 9% | 30,000 | 28,931 |
| PENSION EXPENSE | 458 | 503 | (44) | 458 | 503 | (44) | 9% | 5,500 | 6,274 |
| TRAVEL & TRAINING EXPENSE | 1,000 | - | 1,000 | 1,000 | - | 1,000 | 0% | 12,000 | 270 |
| SAFETY SUPPLIES | 292 | 605 | (313) | 292 | 605 | (313) | 17% | 3,500 | 1,935 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 7,333 | 5,078 | 2,255 | 7,333 | 5,078 | 2,255 | 6% | 88,000 | 81,582 |
| TELEPHONE | 417 | 410 | 7 | 417 | 410 | 7 | 8% | 5,000 | 2,900 |
| BUILDING EXPENSE | - | 1,478 | (1,478) | - | 1,478 | (1,478) | N/A | - | 31,744 |
| UTILITIES | 2,917 | 2,598 | 319 | 2,917 | 2,598 | 319 | 7% | 35,000 | 27,838 |
| INSURANCE | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | 11,424 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 167 | - | 167 | 167 | - | 167 | 0% | 2,000 | 914 |
| ADV, PROMO& DON (FIREWORKS) | 1,417 | - | 1,417 | 1,417 | - | 1,417 | 0% | 17,000 | - |
| LICENSES | 167 | - | 167 | 167 | - | 167 | 0% | 2,000 | 75 |
| IMMUNIZATIONS & PHYSICALS | 42 | - | 42 | 42 | - | 42 | 0% | 500 | 281 |
| REPAIRS & MAINTENANCE - VEH & EQ | 2,083 | 437 | 1,647 | 2,083 | 437 | 1,647 | 2% | 25,000 | 9,930 |
| OPERATING EXPENSES - VEHICLES | 1,667 | 505 | 1,162 | 1,667 | 505 | 1,162 | 3% | 20,000 | 11,231 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | 6,250 | - | 6,250 | 6,250 | - | 6,250 | 0% | 75,000 | 14,102 |
| ATHLETIC EQUIPMENT | 3,333 | 5,753 | (2,419) | 3,333 | 5,753 | (2,419) | 14% | 40,000 | 39,314 |
| GRANT EXPENSE | - | - | - | - | - | - | N/A | - | - |
| CAPITAL LEASE PAYMENTS | 2,500 | 2,830 | (330) | 2,500 | 2,830 | (330) | 9% | 30,000 | 26,623 |
| Fireworks Grant | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 74,592 | 53,610 | 20,981 | 74,592 | 53,610 | 20,981 | 6% | 895,100 | 742,784 |
| IMPACT TO SURPLUS | (60,425) | (44,711) | 15,714 | (60,425) | (44,711) | 15,714 | 6% | (725,100) | (604,060) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
MUNICIPAL COURT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| EXPENDITURES | | | | | | | | | |
| OTHER ADMIN SALARIES | - | - | - | - | - | - | N/A | - | - |
| JUDGE'S SALARY | 2,500 | 2,444 | 56 | 2,500 | 2,444 | 56 | 8% | 30,000 | 29,326 |
| CLERK'S SALARY | 9,583 | 8,586 | 998 | 9,583 | 8,586 | 998 | 7% | 115,000 | 107,505 |
| PART TIME CLERK | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | 530 | 649 | (119) | 530 | 649 | (119) | 10% | 6,358 | 8,289 |
| GROUP INSURANCE | 417 | 380 | 37 | 417 | 380 | 37 | 8% | 5,000 | 3,916 |
| PENSION EXPENSE | 583 | - | 583 | 583 | - | 583 | 0% | 7,000 | - |
| CITY POLICE PENSION FUND | - | - | - | - | - | - | N/A | - | - |
| TRAVEL & TRAINING EXPENSE | 42 | - | 42 | 42 | - | 42 | 0% | 500 | 1,175 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 417 | 225 | 192 | 417 | 225 | 192 | 5% | 5,000 | 1,874 |
| TELEPHONE | - | - | - | - | - | - | N/A | - | - |
| BUILDING EXPENSE | - | - | - | - | - | - | N/A | - | - |
| UTILITIES | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 | - |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| DUES, MBRSHPS & SUBSCRIPTIONS | - | - | - | - | - | - | N/A | - | 150 |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | 77 |
| REPAIRS & MAINT VEH & EQUIP | - | - | - | - | - | - | N/A | - | 57 |
| MISCELLANEOUS (COUNTY REIMB) | (5,208) | (12,897) | 7,689 | (5,208) | (12,897) | 7,689 | 21% | (62,500) | (3,840) |
| TOTAL EXPENDITURES | 9,072 | (613) | 9,685 | 9,072 | (613) | 9,685 | -1% | 108,858 | 148,529 |
| IMPACT TO SURPLUS | (9,072) | 613 | 9,685 | (9,072) | 613 | 9,685 | -1% | (108,858) | (148,529) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
JAIL DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 22,500 | 20,955 | 1,545 | 22,500 | 20,955 | 1,545 | 8% | 270,000 | 177,257 |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | 4,167 | 7,919 | (3,752) | 4,167 | 7,919 | (3,752) | 16% | 50,000 | 117,274 |
| PAYROLL TAX | 1,800 | 1,573 | 227 | 1,800 | 1,573 | 227 | 7% | 21,600 | 13,879 |
| GROUP INSURANCE | 1,250 | 3,431 | (2,181) | 1,250 | 3,431 | (2,181) | 23% | 15,000 | 33,083 |
| PENSION EXPENSE | 104 | 169 | (64) | 104 | 169 | (64) | 13% | 1,250 | 2,365 |
| TRAVEL & TRAINING | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 1,367 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 83 | 869 | (786) | 83 | 869 | (786) | 87% | 1,000 | - |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 833 | 434 | 399 | 833 | 434 | 399 | 4% | 10,000 | 86,858 |
| JAIL FOOD | 9,583 | - | 9,583 | 9,583 | - | 9,583 | 0% | 115,000 | - |
| BUILDING EXPENSE | 2,750 | - | 2,750 | 2,750 | - | 2,750 | 0% | 33,000 | 7,387 |
| UTILITIES | 1,733 | 355 | 1,378 | 1,733 | 355 | 1,378 | 2% | 20,800 | 7,591 |
| INSURANCE | 17 | - | 17 | 17 | - | 17 | 0% | 200 | 178 |
| IMMUNIZATIONS & PHYSICALS | 83 | 1,011 | (928) | 83 | 1,011 | (928) | 101% | 1,000 | 2,850 |
| REPAIRS & MAINTENANCE - VEH & EQ | - | - | - | - | - | - | N/A | - | 466 |
| JAIL MAINTENANCE FUND | 2,917 | - | 2,917 | 2,917 | - | 2,917 | 0% | 35,000 | 40,115 |
| INMATE MEDICAL | 21 | - | 21 | 21 | - | 21 | 0% | 250 | 101 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | 1,225 |
| TOTAL EXPENDITURES | 48,258 | 36,715 | 11,543 | 48,258 | 36,715 | 11,543 | 6% | 579,100 | 491,996 |
| IMPACT TO SURPLUS | (48,258) | (36,715) | 11,543 | (48,258) | (36,715) | 11,543 | 6% | (579,100) | (491,996) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
GOLF COURSE

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| GOLF COURSE MEMBERSHIP FEES | 3,750 | 1,820 | (1,930) | 3,750 | 1,820 | (1,930) | 4% | 45,000 | 35,150 |
| GREEN FEES | 68 | - | (68) | 68 | - | (68) | 0% | 815 | - |
| CART SHED RENTALS | 708 | 605 | (103) | 708 | 605 | (103) | 7% | 8,500 | 7,595 |
| PRO SHOP SALES | 96 | - | (96) | 96 | - | (96) | 0% | 1,150 | - |
| SALE OF EQUIPMENT | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | - |
| TOTAL REVENUES | 4,622 | 2,425 | (2,197) | 4,622 | 2,425 | (2,197) | 4% | 55,465 | 42,745 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 12,500 | 7,046 | 5,454 | 12,500 | 7,046 | 5,454 | 5% | 150,000 | 63,722 |
| TEMP SERVICE WAGES | 1,667 | 3,150 | (1,483) | 1,667 | 3,150 | (1,483) | 16% | 20,000 | 75,558 |
| PAYROLL TAX | 1,000 | 533 | 467 | 1,000 | 533 | 467 | 4% | 12,000 | 4,910 |
| GROUP INSURANCE | 833 | 320 | 514 | 833 | 320 | 514 | 3% | 10,000 | 3,797 |
| PENSION EXPENSE | 273 | 232 | 40 | 273 | 232 | 40 | 7% | 3,270 | 2,901 |
| TRAVEL & TRAINING | - | - | - | - | - | - | N/A | - | - |
| SAFETY SUPPLIES | 42 | 395 | (353) | 42 | 395 | (353) | 79% | 500 | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 167 | - | 167 | 167 | - | 167 | 0% | 2,000 | - |
| MATERIALS AND SUPPLIES | 4,167 | 1,721 | 2,445 | 4,167 | 1,721 | 2,445 | 3% | 50,000 | 44,819 |
| TELEPHONE | 208 | 368 | (160) | 208 | 368 | (160) | 15% | 2,500 | 2,972 |
| COST OF GOODS - PRO SHOP | - | - | - | - | - | - | N/A | - | - |
| BUILDING EXPENSE | - | - | - | - | - | - | N/A | - | 158 |
| UTILITIES | 475 | 562 | (87) | 475 | 562 | (87) | 10% | 5,700 | 9,700 |
| RENT | - | - | - | - | - | - | N/A | - | - |
| INSURANCE | 500 | - | 500 | 500 | - | 500 | 0% | 6,000 | 5,788 |
| DUES, MBRSHPS & SUBSCRIPTIONS | - | - | - | - | - | - | N/A | - | 306 |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | - |
| REPAIRS & MAINTENANCE - VEH & EQ | 1,250 | 1,757 | (507) | 1,250 | 1,757 | (507) | 12% | 15,000 | 15,397 |
| OPERATING EXPENSES - VEHICLES | 833 | 69 | 765 | 833 | 69 | 765 | 1% | 10,000 | 10,783 |
| EQUIPMENT RENTAL | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| EQUIPMENT PURCHASES | 1,250 | - | 1,250 | 1,250 | - | 1,250 | 0% | 15,000 | 864 |
| CAPITAL LEASE PAYMENTS | 2,083 | - | 2,083 | 2,083 | - | 2,083 | 0% | 25,000 | 19,719 |
| TOTAL EXPENDITURES | 27,289 | 16,153 | 11,136 | 27,289 | 16,153 | 11,136 | 5% | 327,470 | 261,394 |
| IMPACT TO SURPLUS | (22,667) | (13,728) | 8,939 | (22,667) | (13,728) | 8,939 | 5% | (272,005) | (218,649) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
CODE ENFORCEMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 8,333 | - | 8,333 | 8,333 | - | 8,333 | 0% | 100,000 | 65,134 |
| SALARIES - HOLIDAY PAY | - | - | - | - | - | - | N/A | - | - |
| TEMP SERVICE WAGES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | 667 | - | 667 | 667 | - | 667 | 0% | 8,000 | 1,608 |
| GROUP INSURANCE | 583 | 1,311 | (728) | 583 | 1,311 | (728) | 19% | 7,000 | 18,224 |
| PENSION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TRAVEL & TRAINING | 417 | 35 | 382 | 417 | 35 | 382 | 1% | 5,000 | 1,417 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| UNIFORM LAUNDRY | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 1,250 | 156 | 1,094 | 1,250 | 156 | 1,094 | 1% | 15,000 | 10,240 |
| LICENSES | - | - | - | - | - | - | N/A | - | 5,772 |
| REPAIRS & MAINTENANCE - VEHICLES | 833 | 55 | 778 | 833 | 55 | 778 | 1% | 10,000 | - |
| UTILITIES | - | - | - | - | - | - | N/A | - | 678 |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZATIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | 96 |
| OPERATING EXPENSES - VEHICLE | 833 | 502 | 331 | 833 | 502 | 331 | 5% | 10,000 | 7,879 |
| JAIL MAINTENANCE FUND | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | - |
| CONDEMNED PROPERTY | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | 3,333 | - | 3,333 | 3,333 | - | 3,333 | 0% | 40,000 | 32,714 |
| TOTAL EXPENDITURES | 16,250 | 2,059 | 14,191 | 16,250 | 2,059 | 14,191 | 1% | 195,000 | 143,762 |
| IMPACT TO SURPLUS | (16,250) | (2,059) | 14,191 | (16,250) | (2,059) | 14,191 | 1% | (195,000) | (143,762) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
ANIMAL CONTROL

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| ANIMAL SHELTER RECEIPTS | 208 | - | (208) | 208 | - | (208) | 0% | 2,500 | 816 |
| GRANT INCOME | - | - | - | - | - | - | N/A | - | - |
| TOTAL REVENUES | 208 | - | (208) | 208 | - | (208) | 0% | 2,500 | 816 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | 8,333 | 7,847 | 487 | 8,333 | 7,847 | 487 | 8% | 100,000 | 73,372 |
| TEMP SERVICE WAGES | 1,250 | 437 | 813 | 1,250 | 437 | 813 | 3% | 15,000 | 17,433 |
| PAYROLL TAX | 667 | 594 | 73 | 667 | 594 | 73 | 7% | 8,000 | 5,711 |
| GROUP INSURANCE | 500 | 2,020 | (1,520) | 500 | 2,020 | (1,520) | 34% | 6,000 | 3,776 |
| PENSION EXPENSE | 104 | 110 | (6) | 104 | 110 | (6) | 9% | 1,250 | 1,366 |
| TRAVEL & TRAINING EXPENSE | 42 | - | 42 | 42 | - | 42 | 0% | 500 | 62 |
| SAFETY SUPPLIES | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | 516 |
| MATERIALS AND SUPPLIES | 1,667 | 1,568 | 99 | 1,667 | 1,568 | 99 | 8% | 20,000 | 22,949 |
| TELEPHONE | 817 | 410 | 407 | 817 | 410 | 407 | 4% | 9,800 | 3,215 |
| VET BILLS | 625 | - | 625 | 625 | - | 625 | 0% | 7,500 | 7,322 |
| BUILDING EXPENSE | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 | 4,562 |
| UTILITIES | 300 | 310 | (10) | 300 | 310 | (10) | 9% | 3,600 | 4,509 |
| INSURANCE | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | 1,061 |
| DUES, MBRSHPS & SUBSCRIPTIONS | - | - | - | - | - | - | N/A | - | 99 |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZATIONS & PHYSICALS | 21 | - | 21 | 21 | - | 21 | 0% | 250 | 64 |
| REPAIRS & MAINTENANCE - VEH & EQ | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | 1,676 |
| OPERATING EXPENSES - VEHICLES | 250 | 458 | (208) | 250 | 458 | (208) | 15% | 3,000 | 3,177 |
| EQUIPMENT PURCHASES | 20,833 | - | 20,833 | 20,833 | - | 20,833 | 0% | 250,000 | 32,714 |
| TOTAL EXPENDITURES | 36,033 | 13,753 | 22,280 | 36,033 | 13,753 | 22,280 | 3% | 432,400 | 183,584 |
| IMPACT TO SURPLUS | (35,825) | (13,753) | 22,072 | (35,825) | (13,753) | 22,072 | 3% | (429,900) | (182,768) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
AIRPORT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES/INTEREST | - | 4,284 | 4,284 | - | 4,284 | 4,284 | N/A | - | 87,443 |
| TOTAL REVENUES | - | 4,284 | 4,284 | - | 4,284 | 4,284 | N/A | - | 87,443 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | - | - | - | - | - | - | N/A | - | - |
| GROUP INSURANCE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | - | - | - | - | - | - | N/A | - | 15,009 |
| CHEM & SUPPLIES/SPRAY CONTRACT | - | - | - | - | - | - | N/A | - | - |
| BUILDING EXPENSE | 625 | 7 | 618 | 625 | 7 | 618 | 0% | 7,500 | 497 |
| INSURANCE | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| GRANT EXPENSE | - | 71,200 | (71,200) | - | 71,200 | (71,200) | N/A | - | - |
| OPERATING EXPENSES - VEHICLES | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 667 | 71,207 | (70,540) | 667 | 71,207 | (70,540) | 890% | 8,000 | 15,506 |
| IMPACT TO SURPLUS | (667) | (66,923) | (66,257) | (667) | (66,923) | (66,257) | 837% | (8,000) | 71,937 |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
STREET DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual |
|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget |
| REVENUES | | | | | | | | |
| DEBRIS REMOVAL | - | - | - | - | - | - | N/A | - |
| SALES OF EQUIPMENT | - | - | - | - | - | - | N/A | - |
| STREET REVENUE TURNBACK | 50,000 | 48,377 | (1,623) | 50,000 | 48,377 | (1,623) | 8% | 600,000 |
| MILLAGE TAX ALLOCATION | - | - | - | - | - | - | N/A | - |
| INTEREST INCOME | 3 | 38 | 35 | 3 | 38 | 35 | 95% | 40 |
| MISCELLANEIOUS | - | - | - | - | - | - | N/A | - |
| TOTAL REVENUES | 50,003 | 48,415 | (1,588) | 50,003 | 48,415 | (1,588) | 8% | 600,040 |
| EXPENDITURES | | | | | | | | |
| SALARIES STAFF | 33,333 | 31,828 | 1,506 | 33,333 | 31,828 | 1,506 | 8% | 400,000 |
| SALARIES DEPT MANAGER | - | - | - | - | - | - | N/A | - |
| TEMP SERVICE WAGES | 4,167 | 4,593 | (427) | 4,167 | 4,593 | (427) | 9% | 50,000 |
| PAYROLL TAX | 2,667 | 2,359 | 307 | 2,667 | 2,359 | 307 | 7% | 32,000 |
| GROUP INSURANCE | 3,333 | 2,582 | 752 | 3,333 | 2,582 | 752 | 6% | 40,000 |
| PENSION EXPENSE | 625 | 119 | 506 | 625 | 119 | 506 | 2% | 7,500 |
| TRAVEL & TRAINING EXPENSE | 83 | 616 | (533) | 83 | 616 | (533) | 62% | 1,000 |
| SAFETY SUPPLIES | 208 | 503 | (295) | 208 | 503 | (295) | 20% | 2,500 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - |
| UNIFORM EXPENSE | 267 | 1,073 | (806) | 267 | 1,073 | (806) | 34% | 3,200 |
| MATERIALS AND SUPPLIES | 1,667 | 1,116 | 551 | 1,667 | 1,116 | 551 | 6% | 20,000 |
| TELEPHONE | 583 | 490 | 93 | 583 | 490 | 93 | 7% | 7,000 |
| BUILDING EXPENSE | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 |
| UTILITIES | 417 | 402 | 15 | 417 | 402 | 15 | 8% | 5,000 |
| INSURANCE | 1,667 | - | 1,667 | 1,667 | - | 1,667 | 0% | 20,000 |
| DUES, MBRSHPS & SUBSCRIPTIONS | 21 | - | 21 | 21 | - | 21 | 0% | 250 |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - |
| LICENSES | - | - | - | - | - | - | N/A | - |
| IMMUNIZATIONS & PHYSICALS | 83 | 45 | 38 | 83 | 45 | 38 | 5% | 1,000 |
| REPAIRS & MAINTENANCE - VEH EQ | 5,000 | - | 5,000 | 5,000 | - | 5,000 | 0% | 60,000 |
| OPERATING EXPENSES - VEHICLES | 4,583 | 7,832 | (3,249) | 4,583 | 7,832 | (3,249) | 14% | 55,000 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - |
| EQUIPMENT PURCHASES | 4,667 | - | 4,667 | 4,667 | - | 4,667 | 0% | 56,000 |
| ASPHALT | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 |
| GRAVEL | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 |
| CULVERTS & DRAINS, ETC. | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 |
| STREET REPAIR - CONTRACT | 25,000 | 2,015 | 22,985 | 25,000 | 2,015 | 22,985 | 1% | 300,000 |
| STREET PAINTING | 42 | - | 42 | 42 | - | 42 | 0% | 500 |
| SIGNS | 208 | - | 208 | 208 | - | 208 | 0% | 2,500 |
| DUMPING - DISPOSAL | 5,417 | 15,941 | (10,524) | 5,417 | 15,941 | (10,524) | 25% | 65,000 |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - |
| MISCELLANEOUS | 833 | - | 833 | 833 | - | 833 | 0% | 10,000 |
| TOTAL EXPENDITURES | 96,121 | 71,515 | 24,605 | 96,121 | 71,515 | 24,605 | 6% | 1,153,450 |
| IMPACT TO SURPLUS | (46,118) | (23,100) | 23,017 | (46,118) | (23,100) | 23,017 | 4% | (553,410) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
SANITATION DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | 68,750 | 73,958 | 5,208 | 68,750 | 73,958 | 5,208 | 9% | 825,000 | 810,623 |
| DEBRIS REMOVAL | - | - | - | - | - | - | N/A | - | - |
| INTEREST INCOME | 4 | 5 | 1 | 4 | 5 | 1 | 10% | 50 | 91 |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | 2,976 |
| TOTAL REVENUES | 68,754 | 73,963 | 5,209 | 68,754 | 73,963 | 5,209 | 9% | 825,050 | 813,690 |
| EXPENDITURES | | | | | | | | | |
| SALARY SUPERVISOR | - | | - | - | - | - | N/A | - | - |
| WAGES - GARBAGE COLLECTIONS | 28,333 | 24,103 | 4,231 | 28,333 | 24,103 | 4,231 | 7% | 340,000 | 307,166 |
| TEMP SERVICE WAGES | 4,167 | 5,981 | (1,814) | 4,167 | 5,981 | (1,814) | 12% | 50,000 | 64,018 |
| PAYROLL TAX | 2,267 | 1,787 | 480 | 2,267 | 1,787 | 480 | 7% | 27,200 | 23,792 |
| GROUP INSURANCE | 2,917 | 2,351 | 566 | 2,917 | 2,351 | 566 | 7% | 35,000 | 25,176 |
| PENSION EXPENSE | 875 | 947 | (72) | 875 | 947 | (72) | 9% | 10,500 | 11,452 |
| TRAVEL & TRAINING EXPENSE | 63 | - | 63 | 63 | - | 63 | 0% | 750 | 560 |
| SAFETY SUPPLIES | 417 | - | 417 | 417 | - | 417 | 0% | 5,000 | 720 |
| EMPLOYEE RELATIONS | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | 417 | 1,273 | (856) | 417 | 1,273 | (856) | 25% | 5,000 | 10,918 |
| MATERIALS AND SUPPLIES | 2,583 | 190 | 2,393 | 2,583 | 190 | 2,393 | 1% | 31,000 | 13,669 |
| TELEPHONE | 375 | 326 | 49 | 375 | 326 | 49 | 7% | 4,500 | 1,804 |
| BUILDING EXPENSE | 333 | - | 333 | 333 | - | 333 | 0% | 4,000 | 2,502 |
| UTILITIES | 208 | 140 | 68 | 208 | 140 | 68 | 6% | 2,500 | 1,837 |
| INSURANCE | 1,875 | - | 1,875 | 1,875 | - | 1,875 | 0% | 22,500 | 33,820 |
| GARBAGE BAGS | 1,667 | 16,344 | (14,678) | 1,667 | 16,344 | (14,678) | 82% | 20,000 | (11,446) |
| ADV, PROMOTIONS & DONATIONS | - | - | - | - | - | - | N/A | - | - |
| LICENSES | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 | 479 |
| IMMUNIZATIONS & PHYSICALS | 21 | 337 | (316) | 21 | 337 | (316) | 135% | 250 | 50 |
| REPAIRS & MAINTENANCE - VEH & EQ | 1,667 | 3,426 | (1,759) | 1,667 | 3,426 | (1,759) | 17% | 20,000 | 21,899 |
| OPERATING EXPENSES - VEHICLES | 3,750 | 7,624 | (3,874) | 3,750 | 7,624 | (3,874) | 17% | 45,000 | 62,148 |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| EQUIPMENT PURCHASES | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | 16,667 | 16,667 | (0) | 16,667 | 16,667 | (0) | 8% | 200,000 | 225,000 |
| DUMPING - DISPOSAL | 14,583 | 2,256 | 12,327 | 14,583 | 2,256 | 12,327 | 1% | 175,000 | 141,716 |
| INTEREST EXPENSE | 833 | 1,252 | (419) | 833 | 1,252 | (419) | 13% | 10,000 | 20,922 |
| CAPITAL LEASE PAYMENTS | - | - | - | - | - | - | N/A | - | - |
| MISCELLANEOUS | - | - | - | - | - | - | N/A | - | 4,051 |
| TOTAL EXPENDITURES | 84,100 | 85,003 | (903) | 84,100 | 85,003 | (903) | 8% | 1,009,200 | 962,253 |
| IMPACT TO SURPLUS | (15,346) | (11,040) | 15,346 | (15,346) | (11,040) | 4,306 | 6% | (184,150) | (148,563) |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
COMPOSTING DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | - | - | - | - | - | - | N/A | - | - |
| TOTAL REVENUES | - | - | - | - | - | - | N/A | - | - |
| EXPENDITURES | | | | | | | | | |
| SALARIES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | - | - | - | - | - | - | N/A | - | - |
| GROUP INSURANCE | - | - | - | - | - | - | N/A | - | - |
| PENSION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TRAVEL & TRAINING | - | - | - | - | - | - | N/A | - | - |
| SAFETY SUPPLIES | - | - | - | - | - | - | N/A | - | - |
| UNIFORM EXPENSE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 21 | - | 21 | 21 | - | 21 | 0% | 250 | - |
| UTILITIES | - | - | - | - | - | - | N/A | - | - |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| LICENSES | - | - | - | - | - | - | N/A | - | - |
| IMMUNIZAQTIONS & PHYSICALS | - | - | - | - | - | - | N/A | - | - |
| REPAIRS & MAINENANCE - VEH & EQ | 83 | - | 83 | 83 | - | 83 | 0% | 1,000 | - |
| OPERATING EXPENSES -VEHICLES | 21 | - | 21 | 21 | - | 21 | 0% | 250 | - |
| EQUIPMENT RENTAL | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 125 | - | 125 | 125 | - | 125 | 0% | 1,500 | - |
| IMPACT TO SURPLUS | (125) | - | 125 | (125) | - | 125 | 0% | (1,500) | - |

CITY OF OSCEOLA
BUDGET TO ACTUAL COMPARISON
PEST CONTROL DEPARTMENT

| January 2024 | Current Month | | | Year to Date | | | Elapsed | Annual | Prev Yr |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | Actual | Var (+) (-) | 8% | Budget | Actual |
| REVENUES | | | | | | | | | |
| SALES | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| TOTAL REVENUES | 9,000 | 9,858 | 858 | 9,000 | 9,858 | 858 | 9% | 108,000 | 107,158 |
| EXPENDITURES | | | | | | | | | |
| SALARIES | - | - | - | - | - | - | N/A | - | - |
| PAYROLL TAX | - | - | - | - | - | - | N/A | - | - |
| GROUP INSURANCE | - | - | - | - | - | - | N/A | - | - |
| MATERIALS AND SUPPLIES | 42 | - | 42 | 42 | - | 42 | 0% | 500 | - |
| CHEM & SUPPLIES/SPRAY CONTRACT | 9,583 | - | 9,583 | 9,583 | - | 9,583 | 0% | 115,000 | 86,630 |
| BUILDING EXPENSE | - | - | - | - | - | - | N/A | - | - |
| INSURANCE | - | - | - | - | - | - | N/A | - | - |
| REPAIRS & MAINTENANCE - VEH & EQ | - | - | - | - | - | - | N/A | - | - |
| OPERATING EXPENSES - VEHICLES | - | - | - | - | - | - | N/A | - | - |
| DEPRECIATION EXPENSE | - | - | - | - | - | - | N/A | - | - |
| TOTAL EXPENDITURES | 9,625 | - | 9,625 | 9,625 | - | 9,625 | 0% | 115,500 | 86,630 |
| IMPACT TO SURPLUS | (625) | 9,858 | 10,483 | (625) | 9,858 | 10,483 | -131% | (7,500) | 20,528 |

| January 2024 | Year to Date | | | Annual | | Elapsed |
|---|---|---|---|---|---|---|
| | Budget | Actual | Var (+) (-) | Budget | | 8% |
| ***Revenue:*** | | | | | | |
| 01 - Osceola Light & Power | 1,432,988 | 1,493,679 | 60,692 | 17,195,850 | | 9% |
| 02 - City General Fund | 571,365 | 601,208 | 29,843 | 6,856,380 | | 9% |
| 03 - Street Fund | 50,003 | 48,415 | (1,588) | 600,040 | | 8% |
| 04 - Sanitation Fund | 77,754 | 83,821 | 6,067 | 933,050 | | 9% |
| ***Total Funds*** | ***2,132,110*** | ***2,227,123*** | ***95,013*** | ***25,585,320*** | | **9%** |
| ***Operating Expense:*** | | | | | | |
| 01 - Osceola Light & Power | 1,272,399 | 1,287,464 | (15,065) | 15,268,785 | | 8% |
| 02 - City General Fund | 659,078 | 903,284 | (244,206) | 7,908,933 | | 11% |
| 03 - Street Fund | 96,121 | 71,515 | 24,605 | 1,153,450 | | 6% |
| 04 - Sanitation Fund | 93,850 | 85,003 | 8,847 | 1,126,200 | | 8% |
| ***Total Funds*** | ***2,121,447*** | ***2,347,265*** | ***(225,818)*** | ***25,457,368*** | | **9%** |
| ***Impact to Surplus:*** | | | | | | |
| 01 - Osceola Light & Power | 160,589 | 206,216 | 45,627 | 1,927,065 | | 11% |
| 02 - City General Fund | (87,713) | (302,076) | (214,363) | (1,052,553) | | 29% |
| 03 - Street Fund | (46,118) | (23,100) | 23,017 | (553,410) | | 4% |
| 04 - Sanitation Fund | (16,096) | (1,182) | 14,914 | (193,150) | | 1% |
| ***Total Funds*** | ***10,663*** | ***(120,142)*** | ***(130,805)*** | ***127,952*** | | |

2024 January

# Osceola Light & Power Report

Preformed line maintenance through out the system this also included cutting trees.
Preformed meter reading.
Preformed disconnects for non payment.
Programmed new water meters that was put in service.
Installing service at River Back Estates.
Installed new AMI electric meters.

| **Electric Work Orders** | |
|---|---|
| Poles Installed | 1 |
| Poles Removed | 1 |
| Transformers Installed | 0 |
| Transformers Replaced | 3 |
| Services Installed | 2 |
| Services Removed | 0 |
| Service Repaired | 14 |
| Street Lights Installed | 1 |
| Street Lights Removed | 0 |
| Street Lights Repaired | 68 |
| Line Locates | 58 |

| **Meter Service Orders** | |
|---|---|
| Connects | 36 |
| Disconnects | 33 |
| Meter Changes | 562 |
| Occupant Change | 33 |
| Reinstate | 144 |
| Service Changes | 4 |
| Misc. | 0 |
| Meter Info. | 0 |
| Re-Reads | 6 |
| Check for Leaks | 12 |
| **Total Meter Service Orders** | **830** |

# OSCEOLA WATER & SEWER
# MONTHLY REPORT
# January, 2024

| | |
|---|---|
| Water Taps | 2 |
| Water Leaks | 30 |
| Fire Hydrants Repaired/Replaced | 0 |
| First Time Water Meters | 0 |
| Water Meters Replaced | 1 |
| Water Lines Installed | 0 |
| Pumps Repaired | 1 |
| Sewer Taps | 3 |
| Manholes Repaired | 0 |
| Sewer Lines Repaired | 0 |
| Sewers Unstopped | 36 |
| Sewer Lines Installed | 30' of 4" |

Tim Jones, Superintendent
Water & Wastewater Distribution

# OSCEOLA FIRE DEPARTMENT
# MONTHLY FIRE REPORT
# 2024

**The Osceola Fire Department responded to (45) alarms in the month of January**
**The runs are as follows:**

| | MONTH | YTD |
|---|---|---|
| Structure Fire | 3 | 3 |
| Vehicle Fires | 2 | 2 |
| Brush/Grass/Trash Fires | 4 | 4 |
| MVA / Law enforcement Assist | 2 | 2 |
| Lift Assist/Medical Assist | 2 | 2 |
| Community Assist/good intent | 0 | 0 |
| Confined Space Standby | 11 | 11 |
| Mutual Aid | 0 | 0 |
| Rescue/Extrication | 0 | 0 |
| Electrical Equipment | 0 | 0 |
| Liquid/Chemical Spill/leak | 1 | 1 |
| Flammable Gas | 0 | 0 |
| Alarm Malfunction | 2 | 2 |
| Fire Alarm | 16 | 16 |
| Malicious False Alarm | 0 | 0 |
| Smoke scare | 2 | 2 |
| | 0 | 0 |
| **TOTALS** | **45** | **45** |

| | |
|---|---|
| Injuries | 0 |
| Deaths | 0 |

Respectfully submitted,

Peter Hill Chief
Osceola Fire Dept.

# OSCEOLA POLICE DEPARTMENT

Monthly Report for

**01/01/2024-01/31/2024**

**William Foster**
**Chief of Police**

| | | |
|---|---|---|
| **T/P** | **$ 25,263.45** | **01/01/2024 to 01/31/2024** |
| **Bonds** | **$ 38,290.00** | **5901** |
| | **$ 63,553.45** | **$ 53,298.45** |

**TP & BONDS SUMMARY:**

| | |
|---|---|
| MCSO | $4,280.00 |
| JMF | $ 4,962.00 |
| FINE | $ 19,343.33 |
| CITY ORD | $280.00 |
| CRIMINAL | $2,819.05 |
| DWI | $ 210.00 |
| Domestic Violence Shelter fund | $ - |
| Drug Fees | |
| Misdemeanor Drug Cost | $ 85.00 |
| Seat Belt | $ 400.00 |
| Safety Enhancement Fee | $ 345.00 |
| TRAFFIC | $ 12,441.00 |
| Finance Charge | $ 6,506.45 |
| Public Defender Fee | $ - |
| CK to District Court Automation Fund | $ 1,626.62 |
| Ck to Court for Drug Fees | $ - |
| TOTALS | $ 53,298.45 |

# OSCEOLA POLICE DEPARTMENT
## BONDS & FINES ACCOUNT
## January

| | | | | |
|---|---|---|---|---|
| Register Ending Balance | $ | 38,975.00 | | |
| | $ | - | | |
| Bonds Payable | $ | 38,290.00 | | |
| General | $ | 7.48 | | |
| Bond Refund | | | | |
| Checkbook Balance | | | $ | 38,975.00 |

# OSCEOLA POLICE DEPARTMENT
# GENERAL FUND INCOME
## January

| **INCOME** | November | Year to Date |
|---|---|---|
| Automation Fund (paid to District Court) | ($1,626.62) | $ (15,321.35) |
| Bail Bond Fees | $ 140.00 | $1,360.00 |
| Bonds Paid to OMC | $ 38,290.00 | $177,100.00 |
| Credit Card Fees | | $45.00 |
| Drug Fees (paid to District Court) | ($210.00) | -$1,104.00 |
| Fines & Cost pd to OMC | $ 25,263.45 | $212,123.54 |
| Freedom of Information | $ - | $0.00 |
| Interest Earned | $ 7.45 | $75.03 |
| Miscellaneous | $ - | $335.00 |
| Postage | $ - | $0.00 |
| Rebate | $ - | $76.04 |
| Restitution to OPD | $ 133.00 | $133.00 |
| SCC/Civil Services | $ 50.00 | $50.00 |
| Unclaimed Restitution | $ - | $0.00 |
| Yard Sales | $ - | $95.00 |
| Sub-Total | $62,047.28 | $374,967.26 |

| **DETENTION FACILITY INCOME:** | | |
|---|---|---|
| Background Checks | | $30.00 |
| Fingerprints | $ 15.00 | $150.00 |
| Incident Reports | $ 120.00 | $795.00 |
| Jail Board | | $ 43,200.00 |
| Misc/Comm balances unclaimed | $ - | $11.00 |
| Vin Inspection | $ - | $4,656.00 |
| Work Release | $ 110.00 | $260.00 |
| Sub-Total | $245.00 | $49,102.00 |
| Grand Total | $62,292.28 | $424,069.26 |

| | |
|---|---|
| TP | $25,263.45 |
| BP | $38,290.00 |
| | $63,553.45 |

01/01/2024 to 01/31/2024
CK# 5918

| | TOTAL | F&C | Bonds |
|---|---|---|---|
| MCO | $4,280.00 | $1,340.00 | $2,940.00 |
| DRUG FEE | $0.00 | | $0.00 |
| DVSF | $47.50 | $47.50 | $0.00 |
| JMF | $4,962.00 | $1,622.00 | $3,340.00 |
| F | $19,343.33 | $10,782.45 | $20,395.00 |
| CO | $280.00 | $75.00 | $205.00 |
| CR | $2,819.05 | $519.05 | $2,300.00 |
| DW | $210.00 | $210.00 | $0.00 |
| MD | $85.00 | $85.00 | $0.00 |
| SB | $400.00 | $0.00 | $400.00 |
| SE | $345.00 | $170.00 | $175.00 |
| TR | $12,441.00 | $3,906.00 | $8,535.00 |
| FC | $6,506.45 | $6,506.45 | $0.00 |
| | $63,553.45 | $25,263.45 | $38,290.00 |

| | |
|---|---|
| Beg Ckbk Bal | $39,991.53 |
| Tot TP/BP | $25,263.45 |
| Restitution | $133.00 |
| Gen Rec | $245.00 |
| Interest | $7.45 |
| End Ckbk Bal | $59,285.03 |

Total Open Bonds Report
$38,975.00

| | Citation | Warning | Warrant | Total |
|---|---|---|---|---|
| Totals | 162 | 59 | 45 | 266 |
| CARELESS AND PROHIBITED DRIVING | 5 | 0 | 0 | 5 |
| CITY OF OSCEOLA - INATTENTIVE DRIVING | 3 | 0 | 0 | 3 |
| CONTEMPT OF COURT FOR FAILURE TO PAY... | 1 | 0 | 5 | 6 |
| CRIMINAL IMPERSONATION - 1ST DEGREE | 1 | 0 | 0 | 1 |
| CRIMINAL MISCHIEF - 1ST DEGREE (DAMA... | 0 | 0 | 1 | 1 |
| DISORDERLY CONDUCT | 0 | 0 | 1 | 1 |
| DOMESTIC BATTERING - 3RD DEGREE | 0 | 0 | 1 | 1 |
| DRIVER OF MOTOR VEHICLE FAILURE TO R... | 1 | 0 | 0 | 1 |
| DRIVING MOTOR VEHICLE / TRAILER WITH... | 0 | 1 | 0 | 1 |
| DRIVING ON SUSPENDED LICENSE | 11 | 0 | 1 | 12 |
| DRIVING TOO FAST FOR CONDITIONS | 1 | 1 | 0 | 2 |
| DRIVING WHILE INTOXICATED - DWI 1ST | 1 | 0 | 0 | 1 |
| DRIVING WRONG WAY ON ONE-WAY ROADWAY | 0 | 3 | 0 | 3 |
| FAIL PRESENT DRIVER LICENSE | 8 | 0 | 0 | 8 |
| FAIL TO APPEAR ON CLASS A MISDEMEANO... | 0 | 0 | 1 | 1 |
| FAIL TO APPEAR ON CLASS C MISDEMEANO... | 0 | 0 | 6 | 6 |
| FAIL TO APPEAR ON VIOLATION (FTA) | 2 | 0 | 11 | 13 |
| FAIL TO OBEY STOP SIGN | 2 | 7 | 1 | 10 |
| FAIL TO OBEY TRAFFIC CONTROL DEVICE | 2 | 1 | 0 | 3 |
| FAIL TO PAY FINE OR COSTS (FTP/TP) | 0 | 0 | 1 | 1 |
| FAIL TO PRESENT PROOF OF INSURANCE (... | 10 | 2 | 1 | 13 |
| FAIL TO STOP AT RED LIGHT | 1 | 0 | 0 | 1 |
| FAIL TO STOP OR YIELD | 1 | 0 | 0 | 1 |
| FAIL TO YIELD RIGHT OF WAY | 2 | 0 | 0 | 2 |
| FAILURE TO MAINTAIN CONTROL | 2 | 0 | 0 | 2 |
| FOLLOWING TOO CLOSELY | 2 | 0 | 0 | 2 |
| HANDGUN - POSSESSION BY MINOR OR POS... | 0 | 0 | 6 | 6 |
| IMPROPER DISPLAY OF LICENSE TAGS | 0 | 1 | 0 | 1 |
| IMPROPER OR UNSAFE LANE CHANGE | 0 | 1 | 0 | 1 |
| IMPROPER PASSING ON LEFT | 1 | 0 | 1 | 2 |
| IMPROPER TURN SIGNAL | 0 | 1 | 0 | 1 |
| LEAVING SCENE OF ACCIDENT INVOLVING ... | 1 | 0 | 0 | 1 |
| MISDEMEANOR CRIMINAL TRESPASS | 0 | 0 | 1 | 1 |
| NO CHILD PASSENGER RESTRAINT | 1 | 0 | 0 | 1 |
| NO DRIVER LICENSE OR LICENSE EXPIRED | 9 | 0 | 0 | 9 |
| NO LIABILITY INSURANCE | 8 | 0 | 1 | 9 |
| NO LIABILITY INSURANCE 2ND | 2 | 0 | 0 | 2 |
| NO SEATBELT | 11 | 0 | 1 | 12 |
| OWNER FAIL TO REGISTER VEHICLE - EXP... | 19 | 6 | 1 | 26 |
| OWNER FAIL TO REGISTER VEHICLE 2ND -... | 1 | 0 | 0 | 1 |
| PARKING WHERE PROHIBITED | 0 | 1 | 0 | 1 |
| PUBLIC INTOXICATION | 0 | 0 | 1 | 1 |
| RECKLESS DRIVING - 1ST | 2 | 0 | 1 | 3 |
| REFUSAL TO SUBMIT TO ARREST | 1 | 0 | 0 | 1 |
| REFUSAL TO SUBMIT TO CHEMICAL TEST | 1 | 0 | 0 | 1 |
| SPEEDING - 1 TO 15 MPH OVER LIMIT | 27 | 6 | 0 | 33 |
| SPEEDING - MORE THAN 15 MPH OVER LIMIT | 16 | 2 | 1 | 19 |
| TERRORISTIC THREATENING - 1ST DEGREE | 0 | 0 | 1 | 1 |
| UNSAFE VEHICLE -- DEFECTIVE EQUIPMENT | 0 | 1 | 0 | 1 |
| USE WIRELESS PHONE FOR INTERACTIVE C... | 1 | 0 | 0 | 1 |
| VEH LIGHTS - DEFECTIVE/IMPROPER FEND... | 1 | 2 | 0 | 3 |
| VEH LIGHTS - DEFECTIVE/IMPROPER HEAD... | 1 | 11 | 0 | 12 |
| VEH LIGHTS - DEFECTIVE/IMPROPER TAIL... | 0 | 9 | 0 | 9 |
| VEH LIGHTS - NO LIGHTS AT NIGHT | 2 | 1 | 0 | 3 |
| VEH LIGHTS - USE OF MULTIPLE-BEAM RO... | 1 | 1 | 0 | 2 |
| WINDSHIELDS TO BE UNOBSTRUCTED | 0 | 1 | 0 | 1 |

**CODE ENFORCEMENT, BUILDING INSPECTION, and HOUSING REPORT**

**Ray Williams** **1/17/2023**

**Report: Code Enforcement & Building Inspection**

**Code Enforcement**

Code Enforcement field team is continuing to clear city owned easements, ditches, and city owned properties.

We continue to monitor garbage being put out to early and on the wrong day. Warnings and fines will be issued to people putting garbage out to early and on the wrong days.

Code Enforcement department reported (5) code issues and violations.

Code Enforcement continues to develop the condemn/urgent action property list.

**Building Inspection**

Building Inspection and permit department have a total of six new permits issued. We have issued (3) electrical permits, (1) privilege license permits, (2) residential permits, (0) commercial permits, (0) sign permit, (0) HVAC permit, (1) Plumbing Permit

**Codes and Inspection information is located on the city website OsceolaArkansas.com.**

**New Development**

- Three possible Hotels – 1 hotel has been approved
- Various retail
- River Back Estates – Housing 25 permits approved
- Commercial Property – 4 plans have been approved

# GOLF COURSE

**January 2024**

We are currently servicing all equipment and golf carts here at the course. The equipment that must be sent off to Ladds is scheduled to leave February 7th. (We were delayed in pickup from Ladds last month). Ladds will be picking up two sets of greens mower reels, one golf cart, and our sand pro for maintenance. I haven't received a date for our fairway unit's arrival, but it should be soon. I did receive notice last week that it was currently in the shop. All other equipment is ready to go.

Our tarps have held on throughout the winter weather and high winds so far. We continue to check them daily and make any necessary adjustments that are needed. We have an ideal date of March 1 for removal, but this depends upon the weather to make the final decision.

Also dependent on the weather is the start of our spraying regimen. We would like to begin around February 15 if the weather allows us to. We typically like to get our pre-emergent spray out on the entire course between February 15- March 15. Once this is completed, we start our season spray regimen no more than two weeks later.

We still have some tree trimming to do but need the areas to dry up some to finish without making a mess on the course.

We will have the season schedule out this week apart from dates for two of our tournaments. They will be posted later once finalized.

We are excited and looking forward to a great season and the positive changes that will propel our golf course to new heights!

Any questions please contact me at your convenience.

Dylan Bowles
870-549-0189

# ANIMAL CONTROL REPORT

## JANUARY 2024

| MONTH | YTD |
|---|---|
| DOG 6 | 6 |
| CATS 3 | 3 |
| OTHER 0 | 0 |
| TOTAL 9 | 9 |

| | |
|---|---|
| COMPLAINTS 25 | 25 |
| CITATIONS 0 | 0 |
| VERBAL WARNINGS 65 | 5 |
| WRITTEN WARNINGS 4 | 4 |
| DOG/CAT BITES 0 | 0 |

SUBMITTEED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

# Osceola Parks & Recreation

# Dickie Kennemore Community Center

## Director: Michael Ephlin

## February 2024 Report

- **Community Center**
- **Tip Tap Toes Dance Class**
- **OPAR Youth Boys & Girls Basketball**
- **OPAR Youth Baseball & Softball**
- **OPAR / JA Easter Egg Hunt**

### Community Center

With the new year we are still seeing growth at our community center. Many people are getting back into the routine of working out. It's good to see new members along with our regular crowd. The Arkansas State Police continues to give the Arkansas Driver's test on Thursday's and always has great participation. It is a busy February for our center. Our Youth Basketball season continues until Thursday February 8th. We will also have 3 Saturdays's with travel basketball games at our center. We hosted 160 employees from Kagome Creative Foods for their quarterly employee meeting. Great to have them out here and just another way we can provide for our community. Busy time for us but we wouldn't have it any other way!!

### OPAR's Tip Tap Toes Dance Class

OPAR's Tip Tap Toes Dance Class continues to meet on Wednesday and Thursdays at our center. Robin has over 100 girls participating in this program. This will end in mid May when she has a year end recital at the Osceola High School Auditorium.

## OPAR Youth Boys & Girls Basketball

OPAR Youth Girls and Boys basketball season kicked off on Tuesday January 2nd. This sport will end on Thursday February 8th. It has been a great season and it has flown by. It has been so rewarding watching these kids playing a sport that they love. We are blessed to be able to provide a sport for the kids of our community!! Baseball & Softball is next!!

## OPAR Youth Baseball & Softball

Spring is in the air and it is time to register for OPAR's Youth Baseball & Softball Season. Registrations will happen now until March 1st with a start date of April 15th. This is our biggest sport and we can't wait to get back out underneath the lights at our sports complex. More to come about this sport in next month's report.

## OPAR / JA Easter Egg Hunt

Oue Annual OPAR / Junior Auxiliary Easter Egg Hunt will be Saturday March 30th at 10:00 AM at The Osceola Sports Complex. We will have 10,000 eggs, Food, prizes, Inflatables and fun!! The Easter Bunny will also be there for pictures!! Mark your calendar and be there for the great community event!!

**"Great Things Are Happening At Osceola Parks And Recreation, Come Out And Be A Part".**

**Osceola Street & Sanitation Department Report for 2023**

**City Council Meeting:** 2-19-24

**From:** Ed Richardson

**Subject:** Daily Operations

**January Updates**

**Street & Sanitation Department Update**

**Sanitation department** - For the month of January we had issues with the commercial front end loader, truck 60. The truck continues to have PTO issues, but we're able to operate and navigate through these truck problems. The sanitation department holidays schedule went smoothly for the month of January without any major problems. We're still working on a solution how to reduce our tire expense. The wear and tear on our tires continue to be a major issue. Truck 31, which is our rear garbage packer has went down. The truck is in the shop with a cylinder issue. We have been using our 1-ton trucks to collect garbage until this truck is repaired.

**Street department –** We're caught up on our leaves throughout the city. The street department is now cleaning and repairing our streets from the winter storm. Our leaf machines are running nonstop trying to support each council ward. The sweeper is back out cleaning our streets. We're servicing all our equipment for the grass season, which is right around the corner. We are preparing our street crew to start fixing potholes that need to be repaired. We will evaluate the city roads and hopefully we can tap into some state funds next year for street overlays.

**Forestry mulcher –** The plan is to continue working on overgrown areas with our mulcher, these are areas that have been neglected for years.

**Ditches –** In each council ward ditches are being looked at. Our goal is to clean every ditch in the city. We cannot do all these cleanups overnight, but I promise you we will clean these areas and keep them clean.

**Luther Whitfield Cleanup Crew**

Mr. Whitfield's team continues to sweep the city picking up litter. 30 bags were picked up in January.

**Mosquito & Bird Control**

**Thank You,**

**Ed Richardson - Superintendent**

**Osceola Street, Sanitation, MRF & Mosquito Control Departments, Recycling**

**ORDINANCE NO. 2024-____**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF $18,400,000 CITY OF OSCEOLA, ARKANSAS SALES AND USE TAX REVENUE IMPROVEMENT BONDS, SERIES 2024 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF THE EXPANSION, ACQUISITION AND CONSTRUCTION OF BETTERMENTS AND IMPROVEMENTS TO THE CITY'S PARKS AND RECREATIONAL FACILITIES; PLEDGING NET COLLECTIONS OF THE CITY'S 0.875% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING THE EXECUTION OF THE BOND PURCHASE AGREEMENT; RATIFYING THE USE OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE MARKETING OF SUCH BONDS; AUTHORIZING A TRUST INDENTURE SECURING THE BONDS; AUTHORIZING THE SALE OF THE BONDS; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY**

**WHEREAS,** the City Council of the City of Osceola, Arkansas (the "**City**") has determined that there is a critical need for a source of revenue to finance the expansion, acquisition and construction of the City's recreational facilities and improvements, including particularly, without limitation, an aquatic park facility, municipal golf course improvements, and any necessary parking, landscaping, signage, drainage, concessions, lighting, road and utility improvements related thereto (collectively, the "**Series 2024 Project**");

**WHEREAS,** the people of the State of Arkansas (the "**State**") by the adoption of Amendment No. 62 to the Constitution of the State, approved November 6, 1984 ("**Amendment 62**"), have authorized cities and counties in the State to issue bonds, upon voter approval, to finance and refinance certain capital improvements of a public nature such as the Series 2024 Project, and to secure said bonds by a pledge of the proceeds of certain taxes;

**WHEREAS,** Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "**Local Government Bond Act**") and Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "**Municipal General Sales and Use Tax Act**") authorizes the levy of special citywide sales and use taxes;

**WHEREAS,** pursuant to an election of the electors of the City held on November 14, 2023 in accordance with Ordinance No. 2023-14 of the City adopted on August 21, 2023 (the "**Election Ordinance**"), the electors of the City approved the levy of the net collections of a sales and use tax at the rate of seven–eighths of one percent (0.875%) on the receipts from the sales at retail within the City of all items that are subject to taxation under the Arkansas Gross Receipts Act of 1941, as amended (A.C.A. §§26-52-101, et seq.), and the receipts from storing, using, distributing or consuming within the City tangible personal property under the Arkansas Compensating Tax Act of 1949, as amended (A.C.A. §§26-53-101, et seq.) (the "**Pledged Tax**");

**WHEREAS,** the Pledged Tax will be collected beginning April 1, 2023;

**WHEREAS**, at the November 14, 2023 election, the electors of the City also approved the pledge of the net collections of the Pledged Tax to the repayment of and security for the Bonds (defined below);

**WHEREAS**, the City has determined to issue not to exceed $18,400,000 Sales and Use Tax Revenue Improvement Bonds, Series 2024 (the "**Bonds**") in order to accomplish the Series 2024 Project;

**WHEREAS**, proceeds of the Pledged Tax will be allocated as to the payment of principal and interest on the Bonds until the retirement thereof;

**WHEREAS**, the City is offering, and Crews & Associates, Inc. (the "**Underwriter**"), is expected to agree to purchase for offering to the public all (but not less than all) of the Bonds, at the aggregate purchase price set forth in the bond purchase agreement between the City and the Underwriter (the "**Bond Purchase Agreement**");

**WHEREAS**, in order for the Underwriter to market the Bonds, the City has previously approved the preparation of a preliminary official statement (the "**Preliminary Official Statement**"), and in order to secure the bonds and provide certain information to investors, it is necessary to prepare a Trust Indenture (the "**Indenture**") between the City and Bank OZK, Little Rock, Arkansas (the "**Trustee**") to establish the general provisions relating to the Bonds, provide for the security and payment of the Bonds and the rights of the owners thereof, an Official Statement ("**Official Statement**") setting forth certain information with respect to the Bonds for the City and the respective owners of the Bonds, and a Continuing Disclosure Agreement (the "**Disclosure Agreement**") between the City and Bank OZK, Little Rock, Arkansas, as dissemination agent, providing for the ongoing disclosure obligations of the City with respect to the Bonds (the Preliminary Official Statement, the Bond Purchase Agreement, the Indenture, the Official Statement, the Continuing Disclosure Agreement and all other documents contemplated thereby or executed in connection therewith referred to as the "**Bond Documents**"); and

**WHEREAS**, the City Council of the City desires to authorize the Mayor of the City to negotiate, approve the terms of and sign the Bond Documents, including, but not limited to the Bond Purchase Agreement, the Indenture, the Official Statement and the Continuing Disclosure Agreement;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Osceola, Arkansas:

**Section 1. The Series 2024 Project.** The Series 2024 Project shall be accomplished. The City Council hereby finds and declares that the useful life of the Series 2024 Project will be more than 30 years, which is longer than the term of the Bonds.

**Section 2. The Bonds.** Under the authority of the Authorizing Legislation, the Bonds are hereby authorized and ordered issued in the total principal amount of $18,400,000, the proceeds of which are necessary to accomplish the Series 2024 Project, including, without

limitation, legal fees and other necessary expenses incidental to the accomplishment of the Series 2024 Project and to the issuance of the Bonds.

**Section 3. Pledge of Sales and Use Tax.** The City hereby expressly pledges and appropriates all of the revenues derived by the City from collections of the Pledged Tax to the payment of the principal of and interest on the Bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and expenses of the Trustee and any required arbitrage rebate due to the United States. The City covenants that the Pledged Tax shall not be repealed or reduced while any Bonds are outstanding. The City further covenants to use due diligence in collecting the Sales and Use Tax. Nothing herein shall prohibit the City from increasing the Sales and Use Tax from time to time, to the extent permitted by law, and no part of the revenues derived from any such increase shall become part of the revenues pledged to the Bonds. For so long as the Bonds shall be outstanding, the Pledged Tax shall be payable directly to Bank OZK, Little Rock, Arkansas, as trustee for the Bonds.

**Section 4. Authorization of Mayor.** The City Council hereby authorizes and directs the Mayor of the City to carry out or cause to be carried out all appropriate actions, to execute such other certificates or documents to evidence authority as authorized herein, and to take such other actions as the Mayor, in consultation with Bond Counsel, the Underwriter and the Trustee, shall consider necessary or advisable in connection with this Ordinance, the Preliminary Official Statement and the Bond Documents, in order to prepare for the issuance, sale, and delivery of the Bonds by the City, all as authorized by law and this Ordinance.

**Section 5. Bond Purchase Agreement.** The form of Bond Purchase Agreement between the City and the Underwriter is before this City Council, and the Mayor is authorized to execute the Bond Purchase Agreement on behalf of the City. The Purchase Agreement shall provide that the aggregate principal amount of the Bonds shall be **$18,400,000** and that the Bonds shall bear interest with a [net interest cost] of _____ percent (_____%). The final maturity date for the Bonds shall not exceed thirty-one (31) years from the date of issuance and is June 1, 2054. The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall bear interest (at a rate or rates) and shall be subject to redemption prior to maturity, all upon the terms and conditions to be set forth in the Indenture (hereinafter authorized) securing the Bonds. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Bond Purchase Agreement and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement.

**Section 6. Preliminary Official Statement.** The preparation of a Preliminary Official Statement and the distribution of such Preliminary Official Statement to prospective purchasers of the Bonds are hereby ratified and approved. The delivery of the Preliminary Official Statement for and in the name of the City is hereby ratified and approved. The Mayor of the City is authorized to execute and deliver to the Underwriter of the Bonds, a certificate when requested by the Underwriter of the Bonds, to the effect that the Preliminary Official Statement is deemed final for the purposes of Securities and Exchange Commission Rule 15c2-12 and is accurate and complete. The Underwriter is authorized to rely upon the Preliminary Official Statement and the Underwriter's use of the Preliminary Official Statement to market the Bonds to potential purchasers is ratified and approved.

**Section 7. Official Statement.** The preparation of a final Official Statement and the distribution of such Official Statement to purchasers of the Bonds are hereby approved. The Mayor of the City is hereby authorized and directed to cause the Official Statement to be delivered for and in the name of the City, with such provisions therein as shall be approved by the Mayor, who is authorized to execute and deliver to the Underwriter of the Bonds, a certificate when requested by the Underwriter of the Bonds, to the effect that the Official Statement is accurate and complete.

**Section 8. Trust Indenture.** That to prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Indenture, and the City Clerk is hereby authorized and directed to execute and acknowledge the Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Mayor is hereby authorized to approve the form of Trust Indenture between the City and the Trustee to establish the general provisions relating to the Bonds, provide for the security and payment of the Bonds and the rights of the owners thereof, and the Mayor is hereby authorized to execute the Indenture on behalf of the City.

**Section 9. Continuing Disclosure Agreement.** The Disclosure Agreement, in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval, is hereby approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and the City Clerk are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

**Section 10. Further Authority.** That the Mayor and City Clerk, for and on behalf of the City, be, and they are hereby, authorized and directed to do any and all things necessary to effect the execution and delivery of Trust Indenture, the performance of all obligations of the City under and pursuant to the Trust Indenture, the issuance, execution, sale and delivery of the Bonds and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. That the Mayor and the City Clerk be, and they are hereby, further authorized and directed, for and on behalf of the City, to execute all papers, documents, agreements, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof, including, but not limited to, the execution and delivery of the Bond Purchase Agreement, the Disclosure Agreement, the Preliminary Official Statement, the Official Statement, and necessary tax certifications and agreements.

**Section 11. Minutes.** That the City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meeting at which this Ordinance is adopted, for inspection by any interested person a copy of the documents referenced in this Ordinance and such documents shall be on file for inspection by any interested person.

**Section 12. Severability.** That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be

invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

**Section 13. Repeal if Conflict.** That all parts of the Municipal Code, City ordinances, City resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 14. Publication.** Following adoption, this Ordinance shall be published in a newspaper of general circulation in the City of Osceola, Arkansas, at least one time.

**Section 15. Emergency Clause.** It is hereby ascertained and declared that the Series 2024 Project must be constructed as soon as possible to accommodate the needs of the City, its inhabitants and persons residing in the area to be served by the Series 2024 Project, without which the life, health, safety and welfare thereof are jeopardized, and that the issuance of the Bonds and the taking of the other action authorized by this Ordinance is necessary for the accomplishment thereof. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public peace, health and safety shall take effect and be in force from and after its passage.

PASSED: February 22, 2024.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

**BOND PURCHASE AGREEMENT**

**$18,400,000**
**CITY OF OSCEOLA, ARKANSAS**
**SALES AND USE TAX REVENUE IMPROVEMENT BONDS**
**SERIES 2024**

City of Osceola, Arkansas
303 West Hale
Osceola, Arkansas 72370

February 22, 2024

Ladies and Gentlemen:

The undersigned, Crews & Associates, Inc. (the "**Underwriter**"), hereby offers to enter into this Bond Purchase Agreement ("**Agreement**") with you, the City of Osceola, Arkansas (the "**City**"), for the purchase by the Underwriter and the sale by you of the Series 2024 Bonds more particularly described below. Upon acceptance and approval by you, this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon both the City and the Underwriter. The further terms of this Agreement are:

1. Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter the entire principal amount of issues of bonds designated "City of Osceola, Arkansas Sales and Use Tax Revenue Improvement Bonds, Series 2024" (the "**Series 2024 Bonds**") to be issued under an ordinance of the City adopted by the City Council of the City on February 22, 2024 (the "**Bond Ordinance**"). The Series 2024 Bonds will be described in, and shall be issued and secured under and pursuant to a Trust Indenture to be dated as of the closing date (the "**Indenture**"), by and between the City and Bank OZK, Little Rock, Arkansas, as trustee (the "**Trustee**"), in substantially the form heretofore delivered by you to the Underwriter, with only such changes therein as shall be mutually agreed upon between the City and the Underwriter.

2. The Series 2024 Bonds are being issued for the following purposes: (a) to finance all or a portion of the costs of the expansion, acquisition and construction of the City's recreational improvements and facilities, (b) fund a debt service reserve, and (c) to fund certain costs associated with the issuance of the Series 2024 Bonds, including but not limited to a bond insurance policy and a debt service reserve policy (collectively, the "**Series 2024 Project**").

3. The levy and pledge of a seven-eighths of one percent (0.875%) City-wide local sales and use tax (the "**Pledged Tax**") was approved by the electors of the City at an election held on November 14, 2023 pursuant to Ordinance No. 2023-14 of the City adopted on August 21, 2023 (the "**Election Ordinance**").

4. The Series 2024 Bonds shall be dated as of the date of delivery. Interest on the Series 2024 Bonds shall be payable on June 1 and December 1 of each year, commencing December 1, 2024. The Series 2024 Bonds shall be authorized in the principal amount of $18,400,000 bearing interest at the rates per annum and maturing on June 1 in each of the years

and in the amounts as set forth in the schedule attached hereto as Exhibit A. Bank OZK, Little Rock, Arkansas shall be trustee for the Bondholders and paying agent (the "**Trustee**").

5. The Series 2024 Bonds shall be subject to redemption prior to maturity as set forth in the Indenture.

6. The Underwriter hereby agrees to purchase all of the Series 2024 Bonds from the City and the City hereby agrees to sell all of the Series 2024 Bonds to the Underwriter at a price of $_____ (principal amount of $18,400,000.00 minus/plus [net] original issue discount/premium of $_____ less Underwriter's discount of $_____). The sale and purchase of the Series 2024 Bonds shall occur on April 2, 2024, or at such other time and on such later date as is mutually agreed upon (the "**Closing Date**"), and at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Arkansas, Bond Counsel, or at such other place as is mutually agreed upon, at which time the City will issue and deliver the Series 2024 Bonds in definitive form (being in the aggregate principal amount of $18,400,000.00, registered in the name of Cede & Co.), duly executed by the City and authenticated by the Trustee as provided for in the Indenture (the issuance and delivery of the Series 2024 Bonds and the delivery of the purchase price therefor, is herein referred to as the "**Closing**"). The Series 2024 Bonds shall be delivered to the Trustee to be held in its custody pursuant to a FAST delivery arrangement with and on behalf of The Depository Trust Company ("**DTC**"), in respective denominations equal to the aggregate principal amount of Series 2024 Bonds. It is anticipated that CUSIP identification numbers will be placed on the Series 2024 Bonds, but neither the failure to place those numbers on any Series 2024 Bond nor any error with respect thereto shall constitute cause for failure or refusal by the Underwriter to accept delivery of the Series 2024 Bonds in accordance with the terms of this Bond Purchase Agreement. If at the Closing any of the conditions specified in paragraph 11 hereof shall not have been fulfilled to the satisfaction of the Underwriter, the Underwriter may elect to be relieved of any further obligations under this Agreement without thereby waiving any other rights the Underwriter may have by reason of such failure or nonfulfillment. The Underwriter and the City understand that in any of such events the actual respective expenses, costs or damages of such parties may be unequal, and any such amounts incurred by any party may be greater or may be less than those amounts incurred by any other. Accordingly, and subject to paragraph 15 hereof, such parties hereby waive any right to claim that their actual expenses, costs or damages are or will be greater than the actual expenses, costs or damages incurred or suffered by any such party, and no such party shall be entitled to claim any damages from the other.

7. The City has delivered to the Underwriter, prior to the date of this Agreement, a Preliminary Official Statement relating to the Series 2024 Bonds dated February 9, 2024 (the "**Preliminary Official Statement**") and the final Official Statement (the final Official Statement, the Preliminary Official Statement and any amendments or supplements that may be authorized for use with respect to the Series 2024 Bonds are herein referred to collectively as the "**Official Statement**"). In accordance with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "**Rule**"), the City deems the Preliminary Official Statement final as of its date, except for omissions of no more than the following information: the offering prices, interest rates, Underwriter's discount, aggregate principal amount per maturity, rating, delivery date, and other terms of the Series 2024 Bonds depending on such matters.

8. The City will sell the Series 2024 Bonds to the Underwriter and the Underwriter will make a bone fide public offering thereof in reliance upon representations and agreements herein set forth solely pursuant to the Official Statement hereinafter described at the initial offering price or yields set forth in the Official Statement, reserving, however, the right to change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Series 2024 Bonds. The City shall deliver or cause to be delivered to the Underwriter, within seven business days after acceptance of this Agreement, electronic copies of the Official Statement together with such additional printed copies as the Underwriter may reasonably request, substantially in the form of the Preliminary Official Statement, with only such changes therein as shall be accepted by us (such Official Statement with such subsequent modifications and changes, if any, and including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto being herein called the "Official Statement"), signed on behalf of the City by its Mayor or Authorized Designee. The City authorizes the use of copies of the Official Statement and Bond Ordinance in connection with the public offering and sale of the Series 2024 Bonds. The City ratifies the lawful use by the Underwriter prior to the date hereof of the Preliminary Official Statement. The Underwriter shall give notice to the City on the date after which no participating underwriter, as such term is define din the Rule, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of the Rule.

9. In order to induce the Underwriter to enter into this Agreement and to make an offering of the Series 2024 Bonds, the City represents to and agrees with the Underwriter that:

(a) The City is a City of the first class, duly organized and existing under the Constitution and laws of the State of Arkansas (the "**State**") and has, and at the date of Closing will have, full legal right, power and authority (i) to enter into this Agreement and the Indenture, (ii) to adopt the Bond Ordinance, (iii) to issue, sell and deliver the Series 2024 Bonds to the Underwriter as provided herein, (iv) to levy and pledge the Pledged Tax, and (v) to carry out and consummate the transactions contemplated by this Agreement, the Bond Ordinance, the Indenture, and the Official Statement (collectively with the Disclosure Agreement (defined below), the "**Issuer Documents**");

(b) The City has complied, and will at the Closing be in compliance, in all respects, with Amendment No. 62 to the Constitution of the State of Arkansas, and each of Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated, and Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987, Annotated (collectively, the "**Authorizing Legislation**");

(c) Pursuant to the Bond Ordinance, the City has duly authorized and approved or will duly authorize and approve the Official Statement, the execution and delivery of, and the performance by the City of the obligations contained in the Series 2024 Bonds, and has duly ratified or will duly ratify the execution and delivery of and the performance by the City of the obligations contained in this Agreement and has duly authorized and/or ratified or will duly authorize and ratify the consummation by the City of all other transactions contemplated by the Official Statement;

(d) Both on the date hereof and at the Closing, the statements and information contained in the Official Statement will be true, correct and complete in all material

respects and shall not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(e) The execution and delivery of this Agreement, the levy and pledge of the Pledged Tax, and the compliance with the provisions hereof under the circumstances contemplated hereby, will not in any respect conflict with, or constitute on the part of the City a breach or default under any agreement or other instrument to which the City is a party, or any existing law, administrative regulation, court order or consent decree to which the City is subject;

(f) The City will not take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Series 2024 Bonds to be applied in a manner other than as provided in the Indenture;

(g) When delivered to and paid for by the Underwriter, the Series 2024 Bonds will have been duly authorized, executed, authenticated, issued and delivered, and will constitute valid and legally binding special obligations of the character referred to in the statutes under which issued;

(h) The financial statements of the City to be contained in the Official Statement present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified, and said financial statements have been prepared in conformity with generally accepted accounting principles applied in all material respects on a consistent basis with respect to the periods involved and there has been no material adverse change (not in the ordinary course of business) in the financial condition of the City from the most recent date so set forth;

(i) The City will immediately notify the Underwriter of any adverse change of a material nature in the financial condition of the City;

(j) Between the date of this Agreement and the Closing, the City will not, without the prior written consent of the Underwriter, issue any bonds, notes, or other obligations for borrowed money and secured by or payable from revenues derived from the operations of the City, including but not limited to the Pledged Tax;

(k) There is no action, suit, proceeding, or investigation which has not been disclosed in the Official Statement involving the City before or by any court, public board, or body pending or, to the knowledge of the City, threatened wherein an unfavorable decision, ruling, or finding would: (i) affect the existence or powers of the City or the titles of its officers to their respective offices, (ii) enjoin or restrain the issuance, sale, and delivery of the Series 2024 Bonds, the collection or pledge of the Pledged Tax, or the accomplishment of all or any portion of the Series 2024 Project, (iii) in any way question or affect any of the rights, powers, duties, or obligations of the City with respect to the Pledged Tax, (iv) in any way question or affect any authority for the issuance of the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the Bond Ordinance

or the Indenture, or (v) in any way question or affect this Agreement or the transactions contemplated hereby or by the Official Statement, the documents referred to in the Official Statement, or any other agreement or instrument to which the City is a party and relating to the Series 2024 Bonds or the City;

(l) The City shall enter into a Continuing Disclosure Agreement with Bank OZK, Little Rock, Arkansas, as Dissemination Agent (the "**Disclosure Agreement**"), as required by the Rule and as described in the Official Statement;

(m) Except as set forth in the Preliminary Official Statement, the City is now, and for the past five years has been, in compliance in all material respects with its obligations under continuing disclosure agreements to which it is a party pursuant to the Rule;

(n) The Pledged Tax has been duly levied, and the collection and pledge of the Pledged Tax have been duly approved, under the Election Ordinance and approved by the voters of the City at an election on November 14, 2024; and the Pledged Tax has been pledged to the payment of the Series 2024 Bonds under the Indenture pursuant to the authority granted by the Authorizing Legislation;

(o) The City will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter, as the Underwriter may reasonably request, to qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate, and the City will assist, if necessary therefor, in the continuance of such qualifications in effect so long as required for the distribution of the Series 2024 Bonds; *provided, however*, that the City shall not be required to qualify as a foreign corporation or to file any general consents to service of process under the laws of any state; and

(p) The City acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

(q) The information relating to the City and the Pledged Tax contained in the Preliminary Official Statement is, and as of the Closing Date such information in the final Official Statement will be, true and correct in all material respects, and the Preliminary

Official Statement does not, and the final Official Statement will not, contain any untrue or misleading statement of a material fact relating to the City or the Pledged Tax or omit to state any material fact relating to the City or the Pledged Tax necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(r) The City has never been in default at any time as to principal of or interest on any obligation that it has issued, except as specifically disclosed in the Official Statement.

(s) Any certificate signed by any official of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein contained.

(t) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Series 2024 Bonds to be applied in a manner other than as provided in the Indenture.

10. The City covenants and agrees with the Underwriter as follows:

(a) It will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement or any part thereof. If between the date of this Agreement and twenty-five (25) days after the end of the underwriting period an event occurs that is materially adverse to the purpose for which the Official Statement is to be used and is not disclosed in the Official Statement, or if there shall exist any event that in the reasonable judgment of the Underwriter makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, the City will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter, the expense of which shall be paid by the City. The "end of the underwriting period" shall mean the later of (i) the date of the delivery of the Series 2024 Bonds by the City to the Underwriter, or (ii) the date the Underwriter no longer retains (directly or as a syndicate member) an unsold balance of the securities for sale to the public. The Underwriter agrees to notify the City in writing when the underwriting period has ended and if no such notification is given within twenty-five (25) days after the date of the Closing, the City may assume that the underwriting period ended on the day of the Closing;

(b) It will indemnify and hold harmless the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended) the Underwriter against any and all losses, claims, damages, and liabilities of any kind, including the expenses of defense thereof, (i) arising out of any statement or information contained in the Official Statement relating to the City, the Bond Ordinance, the Series 2024 Bonds, security for the Series 2024 Bonds, the Pledged Tax and use of Series 2024 Bond proceeds that is untrue or incorrect in any material respect or the omission from the Official Statement of any statement or information relating to the City, the Series 2024 Bonds, security for the Series 2024 Bonds, the Pledged Tax, use of Series

2024 Bond proceeds and the Indenture, which is necessary to make the statements therein not misleading in any material respect, and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the City (which consent shall not be unreasonably withheld). In case any claim shall be made or action brought against the Underwriter or any controlling person (as aforesaid) based upon the Official Statement, in respect of which indemnity may be sought against the City, the Underwriter shall notify the City in writing within 15 days of the claim being received in writing by the Underwriter, setting forth the particulars of such claim or action, and the City shall assume the defense thereof, including the retaining of counsel and the payment of all expenses. The Underwriter or any such controlling person shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the Underwriter's expense or the expense of such controlling person unless the retaining of such counsel has been specifically authorized by the City.

(c) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 8 hereof that Official Statements are no longer required to be delivered under the Rule or (ii) 90 days after the Closing, any event occurs with respect to the City as a result of which the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter in writing of such event. Any information supplied by the City for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact relating to the City or omit to state any material fact relating to the City or the Pledged Tax necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

11. The obligations of the Underwriter to purchase the Series 2024 Bonds shall be subject (i) to the performance by the City of its obligations to be performed hereunder at and prior to the Closing, (ii) to the accuracy of the representations and warranties of the City herein as of the date hereof and as of the time of the Closing, and (iii) to the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement, the Bond Ordinance, the Election Ordinance, the Indenture, and this Agreement shall be in full force and effect and shall not have been amended, modified or supplemented from the date hereof except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds and other funds shall be deposited and applied as described in the Indenture, and (iii) the City shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., as bond counsel ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby.

(b) Receipt of the Issuer Documents at or prior to the Closing. The terms of the Series 2024 Bonds, as delivered, shall in all instances be as described in the final Official Statement.

(c) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter, and the City:

(i) A final approving opinion of Bond Counsel dated the date of Closing, in form and substance satisfactory to the Underwriter, and a supplemental opinion of Bond Counsel, dated the date of the Closing, in form and substance satisfactory to the Underwriter, to the effect that, (i) this Agreement has been duly authorized, executed, and delivered by the City and, assuming due execution by the Underwriter, and subject to the extent that (A) the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and (B) that the rights to indemnification hereunder may be limited by federal or state securities laws or public policy underlying such laws and may not be enforceable, constitutes a valid and binding agreement in accordance with its terms; (ii) the City has ratified the distribution of the Preliminary Official Statement; (iii) the Indenture conforms as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (v) the Disclosure Agreement has been duly authorized, executed and delivered by the City and, assuming due execution by the Trustee, and subject to the extent that (A) the enforceability of the rights and remedies set forth therein might be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and (B) that the right to indemnification thereunder may be limited by federal and state securities laws or public policy underlying such laws and may not be enforceable, constitutes a valid and binding agreement in accordance with its terms;

(ii) A Letter of Bond Counsel addressed to the Underwriter and dated the date of Closing, to the effect that Bond Counsel's final approving opinion referred to above may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(iii) A supplemental opinion of Bond Counsel to the Underwriter, to the effect that: (i) the Series 2024 Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Series 2024 Bonds, to register the Series 2024 Bonds under the Securities Act of 1933, as amended; (ii) it is not necessary to qualify the Indenture under the Trust Indenture Act of 1939, as amended; (iii) this Agreement has been duly authorized, executed, and delivered by the Underwriter and, assuming due execution by the City, and subject to the extent that the enforceability of the rights and remedies set forth herein may

be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally, constitutes a valid and binding agreement enforceable against the Underwriter in accordance with its terms; and (iv) based upon the examinations that they have made, which may be specified, nothing has come to their attention that would lead such counsel to believe that the Official Statement (except for the financial statements and other financial data included in the Official Statement and in the appendices thereto, as to which no view need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iv) The Official Statement executed by an authorized officer of the City;

(v) Certified copies or originals of all resolutions and ordinances of the City relating to the Series 2024 Bonds;

(vi) Photocopies of the Series 2024 Bonds;

(vii) A certificate, in form and substance satisfactory to the Underwriter, of the City or any duly authorized officer or official of the City satisfactory to the Underwriter, dated as of the Closing Date, to the effect that: (i) each of the City's representations, warranties and covenants contained herein are true and correct as of the Closing; (ii) the City has duly authorized, by all action necessary under the Authorizing Legislation and the laws and Constitution of the State, the adoption of the Election Ordinance and the Bond Ordinance, and the execution, delivery and due performance of the Series 2024 Bonds, the Indenture, and the Issuer Documents; (iii) no litigation is pending, or to the knowledge of the officer or official of the City signing the certificate after due investigation and inquiry threatened, to restrain or enjoin the issuance or sale of the Series 2024 Bonds or in any way affecting any authority for or the validity of the Series 2024 Bonds, the Indenture, the Issuer Documents or this Agreement; (iv) the Series 2024 Bonds, this Agreement, and the Issuer Documents, as adopted or executed by the City, are in the form or in substantially the form approved for such execution by appropriate proceedings of the City; (v) the Indenture has not been amended, modified or repealed as of the Closing Date, and the Indenture is in full force and effect; (vi) none of the proceedings of the City taken preliminary to the issuance of the Series 2024 Bonds, as certified in such certificate, has been in any manner repealed, amended or changed; (vii) the City has complied in all respects with the Authorizing Legislation and has full legal right, power and authority to issue the Series 2024 Bonds for the purposes stated in the Authorizing Legislation, and to enter into this Agreement, to adopt, execute and deliver the Indenture, to issue, sell and deliver the Series 2024 Bonds as provided in this Agreement, and to carry out and consummate all other transactions

contemplated by this Agreement and the Indenture; (viii) neither the Official Statement nor any amendment or supplement thereto contains, with respect to the City, any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and (ix) to the best knowledge of the officer or official of the City signing the certificate, no event affecting the City or the Pledged Tax has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(viii) A letter from Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business ("**S&P**") to the effect that an insured credit rating of "AA" (stable outlook) has been assigned based upon the issuance of the municipal bond insurance policy of Build America Mutual Assurance Company, which rating shall be in effect as of the date of Closing;

(ix) A Municipal Bond Insurance Policy issued by Build America Mutual Assurance Company guaranteeing the scheduled payment of principal and interest on the Series 2024 Bonds;

(x) A Municipal Bond Debt Service Reserve Insurance Policy issued by Build America Mutual Assurance Company in an amount sufficient to satisfy the debt service reserve requirements for the Series 2024 Bonds set forth in the Indenture;

(xi) there is no action, suit, proceeding, or investigation involving the City before or by any court or public board or body pending or, to the knowledge of the City, threatened wherein an unfavorable decision, ruling, or finding would: (A) affect the creation, organization, existence, or powers of the City or the titles of its officials to their respective offices, (B) enjoin or restrain the issuance, sale, and delivery of the Series 2024 Bonds, the collection or pledge of the Pledged Tax, or the accomplishment of all or any portion of the Series 2024 Project, (C) in any way question or affect any of the rights, powers, duties, or obligations of the City with respect to the Pledged Tax, (D) in any way question or affect any authority for the issuance of the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the pledge of the Pledged Tax, the Indenture, the Bond Ordinance, or the Election Ordinance, or (E) in any way question or affect this Agreement or the transactions contemplated hereby, or by the Official Statement, or any other agreement or instrument to which the City is a party and relating to the Series 2024 Bonds,

(xii) the City has complied with all agreements and covenants and satisfied all conditions on its part to be complied with or satisfied at or prior to the Closing,

(xiii) to the best of their knowledge, neither the Official Statement nor any amendment or supplement thereto, as of their issue dates, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and

(xiv) there has been no material adverse change in the business, property or financial condition of the City as described in the Official Statement and, except as provided for or contemplated or described in the Official Statement, the City has not incurred any material liabilities other than in the normal course of business;

(xv) Such additional legal opinions, certificates, proceedings, instruments, and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the City herein contained, and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2024 Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 16 hereof, shall continue in full force and effect.

12. The Underwriter shall have the right to cancel and terminate its obligations under this Agreement at any time before Closing if any of the following occurs:

(a) Legislation shall have been enacted by the Congress of the United States, or adopted by or introduced in either House or any committee thereof, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or regulations shall have been proposed or made by the Treasury Department of the United States, the Internal Revenue Service or any other governmental agency with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest received on obligations of the general character of the Series 2024 Bonds which, in the opinion of the Underwriter, materially adversely affects the market price of the Series 2024 Bonds or the market price generally of obligations of the general character of the Series 2024 Bonds; or

(b) Any legislation, ordinance, rule or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the opinion of the Underwriter, materially adversely affects the market price of the Series 2024 Bonds; or

(c) A stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Series 2024 Bonds, or of obligations of the general character of the Series 2024 Bonds, as contemplated hereby, is in violation of any provisions of the Securities Act of 1933, or the Trust Indenture Act of 1939; or

(d) (i) Any restriction on, or general suspension of, trading in securities on the New York Stock Exchange or any banking moratorium, or the establishment by the New York Stock Exchange, by the Securities and Exchange Commission, by any Federal or state agency, or by the decision of any court, of any limitation on prices for such trading or (ii) any new outbreak of hostilities or other national or international calamity or crisis, the effect of which on the financial markets of the United States shall be such as to make it impracticable, in the reasonable judgment of the Underwriter, for the Underwriter to enforce contracts for the sale of the Series 2024 Bonds; or

(e) Any event or condition that, in the judgment of the Underwriter, renders untrue or incorrect, in any material respect as of the time the same purports to speak, the information, including the financial statements, contained in the Official Statement, or which requires that information not reflected in the Official Statement should be reflected therein in order to make the statements and information contained therein not misleading in any material respect as of such time; provided the City and the Underwriter will use its best efforts to amend or supplement the Official Statement to reflect, to the satisfaction of the Underwriter, such changes in or additions to the information contained in the Official Statement; or

(f) There shall have occurred (whether or not foreseeable) any (a) new material outbreak of hostilities (including, without limitation, an act of terrorism) or (b) new material other national or international calamity or crisis, or any material adverse change in the financial or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date hereof.

13. All notices, demands and formal actions hereunder will be in writing mailed, telegraphed or delivered to:

The City: City of Osceola, Arkansas
303 West Hale Street
Osceola, Arkansas 72370
Attn: Mayor

The Underwriter: Crews & Associates, Inc.
521 President Clinton Avenue, Suite 800
Little Rock, Arkansas 72201
Attn: Public Finance

14. (a) The Underwriter agrees to assist the City in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter sold to the public each maturity of the Series 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the City the prices at which Series 2024 Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing date has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it offered the Series 2024 Bonds to the public on or before the date of this Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Agreement, the maturities, if any, of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of the Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters, if applicable, and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that the Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2024 Bonds.

(d) The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

(e) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "**maturity**" means Series 2024 Bonds with the same credit and payment terms. Series 2024 Bonds with different maturity dates, or Series 2024 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities;

(ii) "**public**" means any person other than an underwriter or a related party;

(iii) "**underwriter**" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the public);

(iv) a purchaser of any of the Series 2024 Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(v) "**sale date**" means the date of execution of this Agreement by all parties.

15. All representations, warranties and covenants of the City contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Agreement, (b) any investigation made by or on behalf of the Underwriter, (c) the purchase of the Series 2024 Bonds hereunder, and (d) any disposition of or payment for the Series 2024 Bonds.

16. The Underwriter shall be under no obligation to pay and the City shall pay any expenses incident to the performance of its obligations hereunder including, but not limited to: (a) the fees and disbursements of Bond Counsel and counsel to the Underwriter, (b) the fees and disbursements of the City's counsel or accountants, and of any other experts or consultants retained by the City, including the City's accountants' verification fee, (c) charges for obtaining CUSIP numbers for the Series 2024 Bonds, (d) the cost of preparation and printing of this Agreement, the Series 2024 Bonds, the Preliminary Official Statement, and the Official Statement, (e) the Trustee's fees and expenses, (f) legal publication costs, (g) the Underwriter's fees payable to DTC relating to the underwriting of the Series 2024 Bonds; (h) the Underwriter's day loan charges and other costs of the Closing and delivering the Series 2024 Bonds, and (i) fees and charges due to

Build America Mutual Assurance Company for the bond insurance policy and reserve policy premiums.

The Underwriter shall pay: (i) the cost of the preparation and printing of any amendment or supplement to the Official Statement resulting from a determination by the Underwriter to change the initial offering prices or yields set forth in the Official Statement; (ii) all advertising expenses in connection with the public offering of the Series 2024 Bonds; (iii) the cost of preparation of Blue Sky and Legal Investment Memoranda; and (iv) all other expenses incurred by us in connection with our public offering and distribution of the Series 2024 Bonds.

17. This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

18. This Agreement will inure to the benefit of and be binding upon the parties thereto and their successors and will not confer any rights upon any other person. This Agreement shall be governed by and construed in accordance with the laws of the State.

**CREWS & ASSOCIATES, INC.**

By: _____
Authorized Signature

ACCEPTED this 22nd day of February, 2024.

**CITY OF OSCEOLA, ARKANSAS**

By: _____
Mayor

## EXHIBIT A

| Maturity | Type of Bond | Coupon | Maturity Value |
|---|---|---|---|
| | | | |
| **Total:** | | | $ |

The following are the maturities of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the hold-the-offering-price rule shall apply.

**Hold-the-Offering-Price Maturities**

| Maturity (June 1) | Principal Amount | Interest Rate | Initial Offering Price |
|---|---|---|---|
| | $ | % | $ |

# EXHIBIT B

**$18,400,000**
**CITY OF OSCEOLA, ARKANSAS**
**SALES AND USE TAX REVENUE IMPROVEMENT BONDS**
**SERIES 2024**

## ISSUE PRICE CERTIFICATE

Crews & Associates, Inc. (the "**Underwriter**") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "**Series 2024 Bonds**").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Series 2024 Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "**Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2024 Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the members of the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Series 2024 Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2024 Bonds during the Holding Period.

3. ***Defined Terms***.

(a) "**Bond Purchase Agreement**" means the Bond Purchase Agreement dated February 22, 2024 by and between the City and the Underwriter.

(b) "**General Rule Maturities**" means those Maturities of the Series 2024 Bonds listed in Schedule A hereto as the "General Rule Maturities."

(c) "**Hold-the-Offering-Price Maturities**" means those Maturities of the Series 2024 Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(d) "**Holding Period**" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (February 29, 2024), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(e) "**City**" means the City of Osceola, Arkansas.

(f) "**Maturity**" means Series 2024 Bonds with the same credit and payment terms. Series 2024 Bonds with different maturity dates, or Series 2024 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(g) "**Public**" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(h) "**Sale Date**" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2024 Bonds. The Sale Date of the Series 2024 Bonds is February 22, 2024.

(i) "**Underwriter**" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2024 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2024 Bonds, and by Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. in connection with rendering its opinion that the interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the City from time to time relating to the Series 2024 Bonds.

**CREWS & ASSOCIATES, INC.**

By: _____
Name: _____
Title: _____

Dated: February 22, 2024

## SCHEDULE A

## SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

| Maturity (June 1) | Type of Bond | Principal Amount | Interest Rate (%) | Yield (%) | Price(%) | Dollar Price |
|---|---|---|---|---|---|---|
| | | | | | | |
| **Total:** | | **$** | | | | **$** |

# SCHEDULE B

# PRICING WIRE OR EQUIVALENT COMMUNICATION

**(Attached)**

# Tax Back

**RESOLUTION No. _____**

***RESOLUTION OF THE CITY COUNCIL OF OSCEOLA, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF LEVY ENVIORNMENTAL SERVICES COMPANY TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15- 4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).***

***WHEREAS***, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

***WHEREAS***, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

***WHEREAS***, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

***WHEREAS***, Levy Environmental Services Company located at State Hwy 198, Osceola, AR 72370 has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

***WHEREAS***, Levy Environmental Services Company has agreed to furnish the local government all necessary information for compliance.

***NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF OSCEOLA, ARKANSAS, THAT:***

1. Levy Environmental Services Company be endorsed by the City Council of Osceola for benefits from the sales & use tax refunds as provided by Section 15-4- 2706(d) of the Consolidated Incentive Act of 2003.

2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Levy Environmental Services Company.

3. This resolution shall take effect immediately.

_____
Mayor
Osceola, Arkansas

Date Passed: _____

Attest: _____
Clerk

**RESOLUTION No. 2024-_____**

**A RESOLUTION APPROVING THE OSCEOLA STREET DEPARTMENT TO ENTER INTO A CONTRACT WITH CADENCE BANK, EQUIPMENT FINANCE.**

WHEREAS; The City of Osceola Street Department needs a Front Loader; and

WHEREAS; the equipment was budgeted in the 2024 City of Osceola Budget; and

WHEREAS; Cadence Bank is offering to finance the 2025 Mack LRE 40 Yard New Way Front Loader; and

WHEREAS; Candence Bank will finance the total equipment cost of $385,000 for a period of 24 months (2 years) at 5.78% fixed lease rate with a monthly payment of $6,633.06; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS THAT

THE

Mayor is hereby authorized to allow the City of Osceola, Street Department to enter this Lease Contract with Cadence Bank in the purchase of the 2025 Mack LRE 40 Yard New Way Front Loader.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

_____

Joe Harris Jr., Mayor

ATTEST

_____

Jessica Griffin, City Clerk

**Quote**

# Arkansas Municipal Equipment

14263 Highway 270 west
Poyen, Arkansas 72128
501 425 1567 ** danielellison@yahoo.com **

To: City of Osceola, Arkansas

Invoice#: quote25mack40y

Date: 1/17/24

AR Dealer # M 8116 Sorucewell Contract # 112014-NWY

| Qty | Description | Each | Total |
|---|---|---|---|
| 1.00 | 2025 Mack LRE | $ 385,000.00 | $ 385,000.00 |
| 5yr | engin, def and transmission warranty | $ - | $ - |
| | LED lights | | $ - |
| | Easy low entry cab | | $ - |
| | Tilt stearing | | $ - |
| | Camera system | | $ - |
| | Opt DVR upon customer request | | $ - |
| | | | $ - |
| | | | $ - |
| | 24m lease with a buy back of $265,000.00 | | $ - |
| | | | $ - |
| | | | $ - |
| | | | $ - |
| | | | $ - |

Buyer: Date:

| | | |
|---|---|---|
| | $ | - |
| | $ | - |

Seller: Date:

| | | |
|---|---|---|
| | $ | - |
| Subtotal | $ | 385,000.00 |
| Sales tax | | |
| Freight | | |
| Total | $ | 385,000.00 |

Daniel Ellison
Phone: 501 425 1567
Email: danielellison@yahoo.com
www.ametrucks.com

CADENCE

# CADENCE EQUIPMENT FINANCE

***1/16/2024***

City of Osceola, AR danielellison@yahoo.com

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

| | |
|---|---|
| 1. Lessor: | Cadence Equipment Finance, a division of Cadence Bank |
| 2. Lessee: | City of Osceola, AR |
| 3. Equipment Description: | One (1) New 2025 Mack LRE 40 Yard New Way Front Loader |
| 4. Equipment Cost: | $385,000.00 |
| 5. Term: | 24 months arrears |
| 6. Lease Payments: | (These are approximate payment amounts. The actual payment will be determined at funding date.)<br><br>Pay off anytime without penalty<br><br>24 monthly payments @ $6,633.06 arrears with balloon payment of $265,000.00 due 1 month after final payment |
| 7. Lease Rate: | 5.78% fixed at closing |
| 8. Funding Date: | This proposal is contingent upon the equipment being delivered and the lease funded prior to * **increase in the current prime rate of 8.50%.** Any extension of the funding or delivery date must be in writing. |
| 9. Purchase Option: | Title is passed to Lessee at lease expiration for no further consideration. |

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 2/16/2024. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or jonathan.king@cadencebank.com.

Jonathan King

Jonathan King
Municipal Sales

**ACKNOWLEDGMENT AND ACCEPTANCE**

By: [redacted]

Date: [redacted]

ARKANSAS MUNICIPAL

Thank you for giving us this opportunity to provide a truck for your customers.

This unit is a 2025 MY Mack LR64 and is set up for a low entry commercial front end loader.

PREPARED FOR

SCRANTON MANUFACTURING
101 State St
SCRANTON
IA 51462-8422

DATE

12/22/2023

PREPARED BY

VANGUARD TRUCK CENTER OF ST. LOUIS
1 VANGUARD WAY
CAHOKIA HEIGHTS
ILLINOIS 62206

QUOTE INFORMATION

VANG2023000546D886
LR 64R MACK SPEC
Qty: 1

**MARK ROMAN**

VANGUARD TRUCK CENTER OF ST. LOUIS

# TECHNICAL SPECIFICATION

LR 64R MACK SPEC

| MODEL FEATURE | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | DRY | WET |
| S | PB10H1 | PRICE BOOK LEVEL | 2025A Pricebook | 0 | 0 |

| APPLICATION PACKAGES | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | DRY | WET |
| | MPK1TK | CHASSIS CONFIGURATION PACKAGE | LH Battery Box, 6.6 Gallon (25L) LH DEF, Single LH Fuel Tank, Vertical BOC DPF/SCR | 0 | 0 |

| CUSTOMER/FLEET/SERVICE | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | DRY | WET |
| S | 002GR2 | CHASSIS (BASE MODEL) | LR 64R DAYCAB MACKSPEC | 6,301 | 1,392 |
| | MP2002 | CUSTOMER FLEET SIZE | REGIONAL FLEET 25 OR MORE VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND | 0 | 0 |
| S | 013001 | TYPE OF SERVICE | COMMERCIAL | 0 | 0 |
| | M84015 | INTENDED REGISTRATION LOCATION | IOWA | 0 | 0 |
| S | M98018 | WARRANTY REGISTRATION LOCATION | USA - WARRANTY REGISTRATION LOCATION | 0 | 0 |
| | MBT01T | EMISSION WARRANTY CERTIFICATION | EPA (only) for Mack MP7 / MP8 Diesel | 0 | 0 |
| S | 5050B5 | INITIAL REGISTRATION LOCATION | USA REGISTRATION | 0 | 0 |
| S | APPAA3 | VEHICLE APPLICATION CLASS | CLASS B HIGHWAY-INNER CITY | 0 | 0 |
| | 0050T5 | VEHICLE USE & BODY/TRAILER TYPE | REFUSE AUTOMATIC SIDE LOADER TRUCK | 0 | 0 |
| | 032A79 | OPERATING TERRAIN GRADE CONDITIONS | ON HIGHWAY, STARTING GRADES<16% | 0 | 0 |
| | 033A30 | LOADING SURFACE FACTOR | GRAVEL LOADING AND / OR UNLOADING SURFACE | 0 | 0 |
| | 0342A4 | VEHICLE VOCATION | REFUSE / LANDFILL OPERATION | 0 | 0 |

| DRIVING/TRANSMISSIONS | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | DRY | WET |
| S | 1004Q0 | ENGINE PACKAGE, COMBUSTION | MP7-355C MACK 355HP @ 1600-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21 | 2,633 | 139 |
| S | 136206 | TRANSMISSION | 4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION | 732 | 245 |

| EXHAUST/EMISSIONS | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | DRY | WET |
| S | Z8FT1X | NOX LIMITS | CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance | 0 | 0 |
| | DF1021 | DIESEL EXHAUST FLUID TANK | 6.6 GALLON (25 L) 22° RH SIDE FRAME MOUNTED | 131 | 67 |
| | 130AB7 | EXHAUST | SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXHAUST STACK PLAIN END PERF STACK DIFFUSER | 0 | 0 |
| | 78ADBX | EMISSION ON BOARD DIAG CONTROL | EMISSION OBD, DISPLAY ONLY, USA2024 | 0 | 0 |

| ENGINE EQUIPMENT | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | DRY | WET |
| S | 1250C5 | AIR CLEANER | 13" SINGLE ELEMENT, DRY TYPE W/SNORKEL BEHIND CAB, AIR RESTRICTION INDICATOR ON FILTER | 0 | 0 |
| S | H8XZ1X | WINTERFRONT | W/O BUG SCREEN/WINTER FRONT | -8 | 3 |

# TECHNICAL SPECIFICATION *(cont.)*

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | ENGINE EQUIPMENT | | DESCRIPTION | INCR | DECR |
| S | 113093 | AIR COMPRESSOR/DRYER | WABCO 1800P AIR DRYER W/O TURBO CUT OFF VALVE, W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR | 0 | 0 |
| | 132AB8 | ALTERNATOR | DELCO 12V 165A (36SI) BRUSHLESS W/ REMOTE VOLTAGE SENSING | 27 | 0 |
| S | 316AA5 | BATTERIES | (3) MACK 12V 760/2280 CCA THREADED STUD TYPE | 9 | 3 |
| S | 393AD9 | BATTERY BOX - MOUNTING (x) | PERPENDICULAR TO FRAME 11" FROM NTOF (3 BATTERY MAX) | 0 | 0 |
| S | L5XA1X | BATTERY BOX COVER | MOLDED PLASTIC | 0 | 0 |
| S | 318AA3 | BATTERY DISCONNECT SWITCH | FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE | 0 | 0 |
| S | NCXA5X | STARTER MOTOR | 12 VOLT DELCO 39MT-MXT | 31 | 0 |
| | 110AA5 | ENGINE BRAKE | MACK MP7 POWERLEASH | 36 | 5 |
| S | 118AB8 | FAN DRIVE | BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE | 0 | 0 |
| | 119008 | COOLANT PROTECTION | ETHYLENE GLYCOL EXTENDED LIFE COOLANT (50/50 MIX DYED ORANGE) TO -34DEG, W/ FILTER | 0 | 0 |
| S | 508018 | COOLING PERFORMANCE | W/O AUXILIARY COOLING | 0 | 0 |
| | 124003 | HOSES - RADIATOR/HEATER | SILICONE W/ SPRING LOADED CLAMPS FOR BOTH RADIATOR & HEATER HOSE | 3 | 0 |
| S | 293043 | FUEL-WATER SEPARATOR | MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER) | 0 | 0 |
| S | QHXC1X | OIL SUMP | OIL PAN | 0 | 0 |
| S | MCA04A | ENGINE HEATERS | 120v 1500w BLOCK HEATER ONLY (120V-15A PLUG) | 0 | 0 |
| | 5NXA1X | ENGINE BLOCK HEATER | 120V 1500W ENGINE BLOCK HEATER | 5 | 0 |
| S | 4TBA1X | ENGINE BLOCK HEATER RECEPTACLE (CA) | ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | CLUTCH/TRANS EQUIPMENT | | DESCRIPTION | INCR | DECR |
| | MRP002 | MINIMUM REQUIRED PROP SHAFT SIZE | MINIMUM REQUIRED FOR KAX PROP SHAFT, PROPS-M | 0 | 0 |
| S | 195AB0 | DRIVELINE - MAIN | MERITOR 18 MXL "XTENDED LUBE" (PROPS-L) | 9 | 9 |
| S | 204AA5 | DRIVELINE - INTERAXLE | MERITOR 17 MXL "XTENDED LUBE" | 0 | 0 |
| S | 8WAAAX | PROP SHAFT INTERAXL UNIV JOINT | HALF-ROUND UNIVERSAL JOINT | 0 | 0 |
| S | 7RXAEX | LUBRICANTS, TRANSMISSION | TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS | 0 | 0 |
| S | 139008 | TRANSMISSION OIL COOLER | ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | FRONT AXLE EQUIPMENT | | DESCRIPTION | INCR | DECR |
| S | 240AA3 | FRONT AXLE | 20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS | 0 | 0 |
| | 244AC3 | SPRINGS - FRONT | MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS | 120 | 0 |
| S | 241081 | FRONT AXLE BRAKES | MERITOR "S" CAM TYPE 16.5" x 6" Q+ | 0 | 0 |
| S | U0AA1X | FRONT BRAKE ADJ, MANUFACTURE | HALDEX - AUTOMATIC | 0 | 0 |
| S | V7AB1X | FRONT BRAKE CHAMBER MFG. | FRONT BRAKE CHAMBER MANUFACTURER, HALDEX | 0 | 0 |
| S | 0KXA1X | HUB MATERIAL, FRONT | FERROUS | 0 | 0 |
| S | 1KAA1X | SHOCK ABSORBER, FRONT | DOUBLE ACTING TYPE | 20 | 0 |
| S | 245AA6 | STEERING | M100P PLUS RIGHT SIDE ASSIST CYLINDER | 142 | 0 |
| S | 2SAA1X | BUMP STOP, FRONT SUSPENSION | STATIC LOAD CUSHIONS | 0 | 0 |

# TECHNICAL SPECIFICATION *(cont.)*

| | | | | Weight (Lb) | |
|---|---|---|---|---|---|
| | REAR AXLE (CONT.) | | DESCRIPTION | | |
| | 268AB7 | REAR AXLE | 46000# (20900kg) MERITOR RT46-160 | 0 | 1,709 |
| | 617003 | DRIVE AXLE LUBRICANT | DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL | 0 | 0 |
| | 01800Y | CARRIER - REAR AXLE | VENDOR AXLES | 0 | 0 |
| S | 3LAC1X | POWER DIVIDER LOCKOUT | INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT | 0 | 40 |
| | TAXJAX | REAR AXLE RATIO | 4.56 RATIO | 0 | 0 |
| | 186AC7 | REAR SUSPENSION | MACK mRIDE 46 PARABOLIC 3-LEAF, 46,000 lb, STANDARD DUTY | 0 | 1,674 |
| | GWXDGX | BOGIE SPREAD, REAR | 54" AXLE SPACING (BOGIE WHEELBASE) | 0 | 0 |
| | YVXA1X | REAR SHOCK ABSORBER | REAR SHOCK ABSORBER | 0 | 27 |
| | XYXZ1X | TRANSVERSE TORQUE RODS, R SUSP | WITHOUT TRANSVERSE TORQUE RODS | 0 | -66 |
| | 253AA7 | BRAKES - REAR | MERITOR - CAM 16.5"x8 5/8" Q+ (Total for QTY = 2) | 0 | 150 |
| S | U4XA1X | BRAKE, DRIVE, REAR | CAST IRON | 0 | 0 |
| S | U1AA1X | REAR BRAKE ADJ MANUFACTURE | HALDEX - AUTOMATIC | 0 | 0 |
| | V1AB1X | REAR BRAKE CHAMBER SIZE | REAR SPRING BRAKE CHAMBERS 30/30 TYPE | 0 | 0 |
| | N5FAFX | BRAKE ORI REAR-MOST DRIVE AXLE | DRUM BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Up | 0 | 0 |
| S | 300AS0 | PARKING BRAKE CHAMBER | HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2) | 0 | 0 |
| S | 3GAA1X | BRAKE CHAMBER DIAPHRAGM MATERIAL (CA in PC28 only) | W/O BRAKE DIAPHRAGM OPTION | 0 | 0 |
| S | 0LXI5X | HUB MATERIAL, DRIVE | IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT | 0 | 0 |
| S | 698058 | ANTILOCK BRAKE SYSTEM | BENDIX WITHOUT TRACTION CONTROL 4S4M | 0 | 0 |

| | | | | Weight (Lb) | |
|---|---|---|---|---|---|
| | FRAME EQUIPMENT/OUTRIGGERS | | DESCRIPTION | | |
| | 271210 | WHEELBASE | 210" | 247 | 247 |
| | 374091 | AF (OVERHANG) | 91" | -59 | 294 |
| | MCE0LE | FRAME RAILS & LINERS | 9.5 x 82 x 340mm - (0.375" x 3.25" x 13.38")W/ Full Liner; RBM 3,122,400 LB-IN | 0 | 0 |
| S | A0XABX | FRONT FRAME LENGTH | FRONT FRAME LENGTH 1525MM | 146 | -19 |
| S | 281AI1 | CROSSMEMBERS | STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL | 0 | 0 |
| | 9DEC1X | AUX CROSSM, IN REAR OVERH TYPE | BACK TO BACK BOLTED TYPE CROSSMEMBERS | -15 | 58 |
| S | Q5AA1X | REAR CROSSMEMBER OPTIONS | STEEL CLOSING REAR CROSSMEMBER | -11 | 60 |
| | 4DXB1X | FRONT BUMPER | FLUSH, PAINTED STEEL,STRAIGHT FOR CARRY CAN APPLICATION | 3 | 0 |
| S | 5EXF1X | GUARD | SKID PLATE UNDER BUMPER AND RADIATOR | 128 | -8 |
| S | 4EXD1X | TOWING DEVICE, FRONT | CENTER TOW CAPABILITY BASED ON BUMPER SELECTION | 0 | 0 |
| | 2RAA1X | FUEL LEVEL SENDER UNIT, LIQUID | BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK | 0 | 0 |
| | 288AH2 | FUEL TANK - rh | 80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR | 69 | 69 |
| | 290AA1 | FUEL TANK - LH | W/O RH FUEL TANK | 0 | 0 |
| S | JHXC1X | FUEL HOSES, LIQUID | AEROQUIP FIRE RESISTANT HOSE | 0 | 0 |
| | HBXANX | FUEL TANK POSITION (CA in PC28 only) | LOCATE BEHIND LH RAIL- 5" BELOW TOP OF RAIL | 0 | 0 |
| | 852022 | FUEL FILLER NECK OPTIONS | FOR LH FUEL TANK | 0 | 0 |

| | | | | Weight (Lb) | |
|---|---|---|---|---|---|
| | AIR/BRAKE | | DESCRIPTION | | |
| S | UWXA1X | AIRTANK DRAIN VALVE | AUTO DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER TANKS | 0 | 0 |

# TECHNICAL SPECIFICATION *(cont.)*

| | | AIR/BRAKE | DESCRIPTION | WEIGHT (LB) CHANGE | WEIGHT (LB) TOTAL |
|---|---|---|---|---|---|
| S | U2XB1X | AIRTANK MATERIAL | STEEL AIR TANK PAINTED CHASSIS COLOR | 0 | 0 |

| | | ELECTRICAL | DESCRIPTION | WEIGHT (LB) CHANGE | WEIGHT (LB) TOTAL |
|---|---|---|---|---|---|
| | 5RXZ1X | BACK-UP ALARM | WITHOUT BACK-UP ALARM | 0 | -2 |
| S | 312006 | ROOF & SIDE MARKER LIGHTS | TRUCKLIGHT TYPE ROOF MARKER for LR | 0 | 0 |
| S | LJXB1X | HEADLAMP BULB TYPE | HEADLAMP BULB TYPE, LED | 0 | 0 |
| | 5KAAAX | HEADLAMP PROTECTION | HEADLAMP PROTECTION | 0 | 0 |
| S | LSXH2X | DAYTIME RUNNING LIGHTS | ENGINE RUNNING ACTIVATED | 0 | 0 |
| | NEXC1X | TAIL LAMPS | INCANDESCENT TAIL LAMPS | 0 | 5 |
| S | M4XAAX | AUX. POWER OUTLET, INTERIOR (CA in PC28 only) | COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT | 0 | 0 |
| S | 3BCB1X | FRONT & SIDE INDICATOR LMP TYP | FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE | 3 | 0 |

| | | TRAILER CONNECTIONS | DESCRIPTION | WEIGHT (LB) CHANGE | WEIGHT (LB) TOTAL |
|---|---|---|---|---|---|
| S | 4BAA1X | EXT. INDICATOR LMP, MAIN SWITCH (CA in PC28 only) | FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION) | 0 | 0 |

| | | PTO | DESCRIPTION | WEIGHT (LB) CHANGE | WEIGHT (LB) TOTAL |
|---|---|---|---|---|---|
| S | 826086 | HYDRAULIC PUMP | FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED | 49 | 0 |
| S | 183AA2 | CRANKSHAFT ADAPTER | 1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION) | 18 | -2 |
| S | L3XN1X | BODY BUILDER MODULE | ControlLink III BODY BUILDER EL PREP KIT, REFUSE, RP170 ELECT. INTERFACE (3 CON 54 PINS) | 0 | 0 |

| | | SPECIALTY EQUIPMENT | DESCRIPTION | WEIGHT (LB) CHANGE | WEIGHT (LB) TOTAL |
|---|---|---|---|---|---|
| S | MCVZ1X | PASSIVE SAFETY SYSTEM | WITHOUT PASSIVE SAFETY SYSTEM | 0 | 0 |

| | | CAB INTERIOR (A THRU G) | DESCRIPTION | WEIGHT (LB) CHANGE | WEIGHT (LB) TOTAL |
|---|---|---|---|---|---|
| | 4AXB1X | CLIMATE UNIT | MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONDITIONER UNIT) W/R134a REFRIGERANT | 93 | 0 |
| S | 173063 | AIR CONDITIONING/HEATER | (LR) MANUAL CONTROL CLIMATE UNIT | 0 | 0 |
| S | 31XABX | FLOOR MATS | FLOOR MAT, RUBBER | 0 | 0 |
| S | E0AABX | GAUGE TRANSM. OIL TEMP | TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT | 0 | 0 |
| S | 198048 | SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE | U.S. UNITS (PREDOMINANT) | 0 | 0 |

| | | CAB INTERIOR (H THRU Z) | DESCRIPTION | WEIGHT (LB) CHANGE | WEIGHT (LB) TOTAL |
|---|---|---|---|---|---|
| S | 20XA1X | KEY TYPES FOR DOORS | BASIC UNIQUE KEY | 0 | 0 |
| S | 1740D4 | AUDIO ACCOMMODATION | PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH | 0 | 0 |

# TECHNICAL SPECIFICATION *(cont.)*

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| CAB INTERIOR (6 THRU 8) | | | DESCRIPTION | | |
| S | 73AD1X | ANTENNA - RADIO | RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE | 0 | 0 |
| S | 1WAA1X | POWER LEADS | POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) MOUNTED ON TOP OF DASH | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| CAB INTERIOR (6 THRU 8) | | | DESCRIPTION | | |
| S | 196096 | SEAT - DRIVER'S | AIR-SEARS MID-BACK SEAT C-2 W/FABRIFORM CUSHIONS | 0 | 0 |
| | 197097 | SEAT - PASSENGER S | SEARS SEATING C2 W/FABRIFORM CUSHIONS (MID BACK) AIR SUSPENSION | 7 | 0 |
| | 4850C5 | SEAT COVERING | FABRIFORM CLOTH, BLACK, DRIVER AND RIDER SEATS | 0 | 0 |
| | 5920E2 | SEAT BELT(S) | LAP & SHOULDER (BOTH SEATS) ORANGE IN COLOR | 0 | 0 |
| | 2WXTAX | STEERING WHEEL | DIAMETRE 406 MM STEERING WHEEL, RUBBER GRIP V1 | 0 | 0 |
| | XRXB1X | STEERING WHEEL ADJUSTMENT | STEERING COLUMN, ADJUSTABLE TILT TELESCOPE | 0 | 0 |
| S | NPXB1X | TURN SIGNALS | SELF CANCELLING TURN SIGNALS | 0 | 0 |
| S | T2AA1X | WINDSHIELD PROTECTOR | FURNISH WINDSHIELD PROTECTOR | 16 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| CAB EXTERIOR | | | DESCRIPTION | | |
| S | 28XD1X | FRONT GRILLE | LR BLACK GRILLE WITH BLACK SURROUND | 0 | 0 |
| | 14400P | CAB | LH DRIVE RH SIT DOWN, EXTENDED CAB VERSION | 0 | 0 |
| | 424007 | CAB DOOR OPTIONS | LH & RH FRONT HINGED DOORS W/POWER WINDOWS BOTH SIDES | 0 | 0 |
| S | 2EXA1X | CAB TILT PUMP | LOCATED IN STD LOCATION | 0 | 0 |
| S | Q2AA1X | CAB INSTEP VERSION | Cab Low Entry Step | 0 | 0 |
| S | MCD01D | PASSENGER SIDE VISIBILITY OPTIONS | WITHOUT AUXILIARY WINDOW IN RH DOOR WITHOUT SIDE CLOSE VIEW MIRROR | 0 | 0 |
| S | 154AB0 | HORN - AIR | (1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL | 0 | 0 |
| S | LXXD1X | HORN - ELECTRICAL | DUAL TONE | 0 | 0 |
| S | MCL0FL | MIRRORS - LEFT SIDE EXTERIOR | LH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW | 0 | 0 |
| S | MCR0CR | MIRRORS - RIGHT SIDE EXTERIOR | RH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| WHEELS & TIRES | | | DESCRIPTION | | |
| | 9004Y0 | TIRES BRAND/TYPE - FRONT | 315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2) | 336 | 0 |
| | 5312N1 | WHEELS - FRONT | 22.5x9.00 ACCURIDE 41730x POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE (Total for QTY = 2) | 120 | 0 |
| | 901AJ6 | TIRES BRAND/TYPE - REAR | 11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) (Total for QTY = 8) | 0 | 988 |
| | 3462J6 | WHEELS - REAR | 22.5x8.25 ACCURIDE ACCU-LITE 51487x WHITE POWDER COAT STEEL, 6.60" OFFSET, 5 HAND HOLE (Total for QTY = 8) | 0 | 547 |
| S | H1EB1X | DRIVE WHEEL STUDS | DRIVE WHEEL STUDS LONGER LENGTH | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| COMMUNICATION SYSTEMS | | | DESCRIPTION | | |
| S | Y7CA1X | DIAGNOSTICS DISPLAY IN CLUSTER | DIAGNOSTICS DISPLAY IN CLUSTER, BASIC | 0 | 0 |
| S | M30060 | TELEMATIC GATEWAY | TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES | 0 | 0 |

# TECHNICAL SPECIFICATION *(cont.)*

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | COMMUNICATION SYSTEMS | | DESCRIPTION | | |
| | 2JCA1X | REMOTE DIAG SERVICES | REMOTE DIAGNOSTIC SERVICES, ENABLED | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | ENGINE ELECTRONICS | | DESCRIPTION | | |
| S | WOXA1X | OIL PRESSURE, ENGINE SHUTDOWN | OIL PRESSURE, ENGINE SHUTDOWN | 0 | 0 |
| S | WMXA1X | COOLANT TEMP, ENGINE SHUTDOWN | COOLANT TEMP, ENGINE SHUTDOWN | 0 | 0 |
| S | K5XA2X | ENGINE PROTECTION SYSTEM | ENGINE PROTECTION (SHUTDOWN) | 0 | 0 |
| S | K7XY1X | ENGINE IDLE CONTROL | IDLE CONTROL, 600 RPM | 0 | 0 |
| S | X0AB0X | SMART IDLE ELEVATED IDLE RPM TIME | INCREASE 10 MINUTE MAXIMUM TIME | 0 | 0 |
| S | M3CA1X | IDLE S/D ABS TAMPER CHECK | IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED | 0 | 0 |
| | A3AAAX | IDLE SHUTDOWN | ENGINE IDLE SHUTDOWN, ENABLE | 0 | 0 |
| | E0XHAX | ENGINE IDLE SHUTDOWN TIME | IDLE SHUTDOWN TIME 20 MIN. | 0 | 0 |
| S | B1ACAX | IDLE S/D WARNING TIME | 30 SEC IDLE S/D WARNING TIME | 0 | 0 |
| S | A8AALX | IDLE S/D IF WARM-UP TEMP | 38C DEG (100F), WARM UP TEMP DELAY | 0 | 0 |
| S | A4AAEX | IDLE S/D WARM-UP TIMER | 5 MIN. WARM UP TIME DELAY | 0 | 0 |
| S | A6AABX | IDLE S/D IF PTO ACTIVE | ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE | 0 | 0 |
| S | B0AAAX | IDLE SHUTDOWN IF POWER > LIMIT | ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT | 0 | 0 |
| S | D2AADX | AMBIENT TEMP MIN TRESHOLD | AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F) | 0 | 0 |
| S | D3AAEX | AMBIENT TEMP MAX TRESHOLD | AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F) | 0 | 0 |
| S | B3ABAX | EL HD THROTTLE,MAX ROAD SPEED | ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH) | 0 | 0 |
| S | B6ACEX | EL HAND THROTTLE,MAX ENG SPEED | ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM | 0 | 0 |
| S | B4ADAX | EL HAND THROTTLE,MIN ENG SPEED | ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM | 0 | 0 |
| S | B9AABX | EL HD THROTTLE,SPEED RAMP RATE | ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | TRANSMISSION ELECTRONICS | | DESCRIPTION | | |
| S | 3IAZ1X | HILL START ASSIST | WITHOUT HILL START ASSIST | 0 | 0 |
| | 7790Y9 | TRANSMISSION ELECTRONICS PACKAGE | GENERAL REFUSE SERVICE (183) | 0 | 0 |
| | B1EB1X | TRANSM AUTO NEUTRAL ON P-BRAKE | ALLISON PARK BRAKE AUTO NEUTRAL-REQUIRES PARK BRAKE TO BE DISENGAGED PRIOR TO SELECTING A GEAR TO DR | 0 | 0 |
| | MAV0AV | TRANSMISSION ELECTRONIC SHIFTING PROPERTIES | FUELSENSE, FULL NEUTRAL AT STOP | 0 | 0 |

| | | | | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | VEHICLE ELECTRONICS | | DESCRIPTION | | |
| S | JCXE6X | ROAD SPEED LIMITER SETTING | 105 KM/H ROAD SPEED LIMITER (65MPH) | 0 | 0 |
| S | Y3CC5X | PEDAL RSL SETTING | 105 KM/H PEDAL ROAD SPEED LIMITER (65MPH) | 0 | 0 |
| S | JFXLLX | CRUISE CONTROL, MAX SPEED | MAX CRUISE, 105 KPH (65 MPH) | 0 | 0 |
| S | E3AACX | CRUISE CONTROL MIN SPEED | MIN CRUISE, 32 KPH (20 MPH) | 0 | 0 |
| | E5AAEX | ENG BRK ENGAGE IN CRUISE | ENG BRK ENGAGE IN CRUISE, 5 MPH, ABOVE SET SPEED | 0 | 0 |
| | L2CC1X | PDLO ENGAGED VLS | POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 40KMH (25MPH) | 0 | 0 |
| | Q6FZ1X | DIFF LOCK SPEED LIMIT | WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT | 0 | 0 |

# TECHNICAL SPECIFICATION *(cont.)*

| VEHICLE SELECTION | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | FRONT | REAR |
| S | A4BAAX | DETECTION SPEED SENSR TMPRNG | DETECTION OF SPEED SENSOR TAMPERING, ENABLE | 0 | 0 |
| S | 8RXAEX | ENG TORQUE LIMIT,SPEED SENSOR | ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED | 0 | 0 |
| S | G5AAHX | ENGINE OVERSPEED,ALL COND, LOG | ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM | 0 | 0 |
| S | G2AAGX | ENGINE OVERSPEED,FUELED, LOG | ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM | 0 | 0 |
| S | G4AAUX | VEHICLE OVERSPEED,ALL COND,LOG | VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH) | 0 | 0 |
| S | G3AAPX | VEHICLE OVERSPEED, FUELED, LOG | VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH) | 0 | 0 |
| S | G1AABX | ENGINE IDLE DELAY TO LOG | ENGINE IDLE DELAY TO START LOG, 2 MIN | 0 | 0 |
| S | W9A01X | PERIODIC TRIP LOG DAY OF MONTH | PERIODIC TRIP LOG, DAY 1 OF THE MONTH | 0 | 0 |
| S | X5AB1X | VEHICLE APP SERVICE INTERVALS | SERVICE INTERVALS, VOCATIONAL APPLICATION | 0 | 0 |
| S | W8BAAX | SERVICE ALERT | WITH SERVICE ALERT | 0 | 0 |
| S | W5A90X | MAINTENANCE DUE ALERT % | ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING | 0 | 0 |

| PTO ELECTRONICS | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | FRONT | REAR |
| S | F3AAEX | PTO1 SINGLE SPEED CONTROL RPM. | PTO 1ST, SINGLE SPEED SETTING, 1000 RPM | 0 | 0 |
| S | F5AABX | PTO 1ST, MAX ROAD SPEED | 1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH) | 0 | 0 |
| S | F6AABX | PTO 1ST, SPEED RAMP RATE | PTO 1ST, SPEED RAMP RATE 100 RPM/SEC | 0 | 0 |
| S | F7AAPX | PTO 1ST, MAX ENGINE SPEED | PTO 1ST, MAX ENGINE SPEED, 2100 RPM | 0 | 0 |
| S | F8AAGX | PTO 1ST, ROAD SPEED LIMIT | PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH) | 0 | 0 |
| S | F9AABX | PTO 1ST, MINIMUM ENGINE SPEED | PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM | 0 | 0 |
| S | L8CB1X | PTO1 DECEL BUMP-DOWN RPM | PTO1 DECEL "BUMP-DOWN" 50RPM | 0 | 0 |
| S | H6AAEX | PTO 2ND, SINGLE SPEED SETTING | PTO 2ND, SINGLE SPEED SETTING, 1000 RPM | 0 | 0 |
| S | H0AABX | PTO 2ND, MAX ROAD SPEED | 2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH) | 0 | 0 |
| S | G9AABX | PTO 2ND, SPEED RAMP RATE | PTO 2ND, SPEED RAMP RATE 100 RPM/SEC | 0 | 0 |
| S | H7AANX | PTO 2ND, MAX ENGINE SPEED | PTO 2ND, MAX ENGINE SPEED, 2100 RPM | 0 | 0 |
| S | H5AAGX | PTO 2ND, ROAD SPEED LIMIT | PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH) | 0 | 0 |
| S | G8AABX | PTO 2ND, MINIMUM ENGINE SPEED | PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM | 0 | 0 |

| PAINT | | | DESCRIPTION | WEIGHT (LB) | |
|---|---|---|---|---|---|
| | | | | FRONT | REAR |
| S | 924014 | PAINT TYPE | SOLID PAINT | 0 | 0 |
| | 944CQ2 | PAINT COLOR - FIRST COLOR | GLACIER WHITE; P3029 | 0 | 0 |
| S | 996AA3 | PAINT - CAB PAINT SYSTEM | PAINT - CAB, URETHANE CLEAR COAT | 0 | 0 |
| | 922001 | CHASSIS RUNNING GEAR PROCESS CODE | CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X | 0 | 0 |
| S | 951AA6 | CHASSIS RUNNING GEAR | MACK BLACK (URETHANE); P3036 | 0 | 0 |
| S | 958018 | BUMPER | PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR | 0 | 0 |
| S | 959019 | FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY*** | W/O OPTIONAL FUEL TANK PAINT | 0 | 0 |

# TECHNICAL SPECIFICATION *(cont.)*

| CALCULATED FOR IT TAX | | | DESCRIPTION | WEIGHT (LB) FRONT | WEIGHT (LB) REAR |
|---|---|---|---|---|---|
| S | 9JXA1X | PROPCALC SELECTION | YES, THE ORDER MUST BE CALCULATED | 0 | 0 |

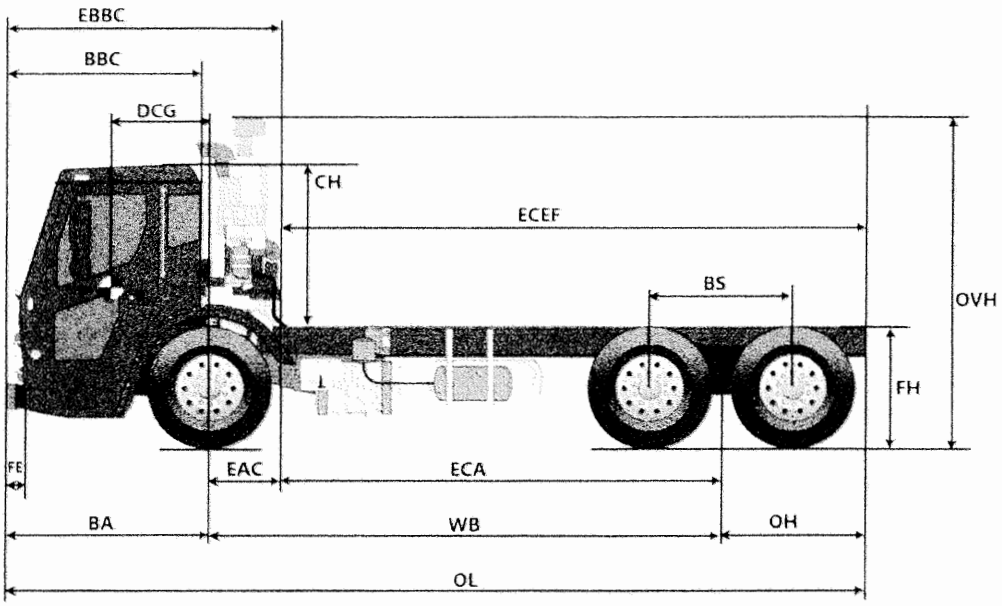
| DAIR WARRANTY & PURCHASED COVERAGES | | | DESCRIPTION | WEIGHT (LB) FRONT | WEIGHT (LB) REAR |
|---|---|---|---|---|---|
| S | 898003 | VEHICLE WARRANTY TYPE | HEAVY DUTY WARRANTY CLASSIFICATION | 0 | 0 |
| S | M50030 | BASIC CHASSIS COVERAGE | HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM) | 0 | 0 |
| | M8301T | EMISSION - SURCHARGE | EPA (only) for Mack MP7 / MP8 Diesel | 0 | 0 |
| S | M51021 | ENGINE WARRANTY | MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM) | 0 | 0 |
| S | M52022 | EMISSION COMPONENT COVERAGE | US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM) | 0 | 0 |
| S | M540B4 | TRANSMISSION WARRANTY | ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data | 0 | 0 |
| | M55055 | CARRIER & AXLE HOUSING WARRANTY | STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563.00 KM) | 0 | 0 |
| S | M56026 | AIR CONDITIONING WARRANTY | AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE | 0 | 0 |
| S | M57027 | CHASSIS TOWING WARRANTY | STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES | 0 | 0 |
| S | M58028 | ENGINE TOWING WARRANTY | STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM) | 0 | 0 |
| S | M69089 | GUARDDOG CONNECT BUNDLE | NO GUARDDOG CONNECT (ASIST & MACK ONECALL) | 0 | 0 |

| SERVICES | | | DESCRIPTION | WEIGHT (LB) FRONT | WEIGHT (LB) REAR |
|---|---|---|---|---|---|
| S | S03011 | MACK INTEGRATED UPTIME | MACK INTEGRATED UPTIME - 24 MONTHS | 0 | 0 |
| | S04011 | MACK CONNECT LOCATION & REPORTING | MACK CONNECT LOCATION & REPORTING - 24 MONTHS | 0 | 0 |
| S | S05010 | FLEET INTEGRATION | WITHOUT FLEET INTEGRATION | 0 | 0 |
| S | S06400 | PARTNERED SERVICES | NO PARTNERED SERVICES PROVIDED | 0 | 0 |

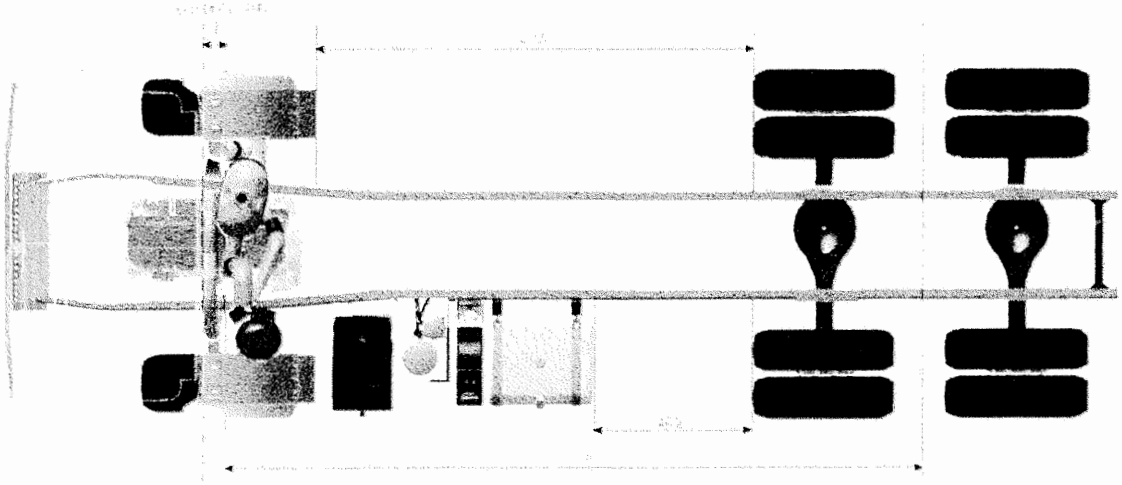
| DO NOT ICE - OPTIONS FIT | | | DESCRIPTION | WEIGHT (LB) FRONT | WEIGHT (LB) REAR |
|---|---|---|---|---|---|
| S | 962032 | HUBS & DRUMS-FRONT | SAME AS CHASSIS RUNNING GEAR | 0 | 0 |
| S | 963033 | HUBS & DRUMS-REAR | SAME AS CHASSIS RUNNING GEAR | 0 | 0 |

| | | |
|---|---|---|
| **FRONT / REAR AXLE WEIGHTS (LB)** | 11326 | 7622 |
| **TOTAL WEIGHT (LB)** | 18947 | |

| | | | | |
|---|---|---|---|---|
| Front Frame Extension | N/A | FE | 0.0 | INCHES |
| Bumper to Front Axle | N/A | BA | 69.9 | INCHES |
| Eff. Bumper to Front Axle | N/A | N.A | 69.9 | INCHES |
| Wheelbase | N/A | WB | 210.0 | INCHES |
| Rear Overhang | N/A | OH | 90.9 | INCHES |
| Overall Length | N/A | OL | 370.9 | INCHES |
| Bumper to Back of Cab | N/A | BBC | 64.6 | INCHES |
| Eff. Bumper to Back of Cab | N/A | EBBC | 94.6 | INCHES |
| Eff. Cab to Rear Axle | N/A | ECA | 185.3 | INCHES |
| Eff. Front Axle to Back of Cab | N/A | EAC | 24.7 | INCHES |
| Eff. Cab to End of Frame | N/A | ECEF | 276.3 | INCHES |
| Unladen Frame Height | N/A | FH | 43.3 | INCHES |
| Cab Height | N/A | CH | 56.1 | INCHES |
| Overall Height | N/A | OVH | 99.3 | INCHES |
| Driver CG | N/A | DCG | 13.8 | INCHES |
| 54" AXLE SPACING (BOGIE WHEELBASE) | GWXDGX | BS | 53.9 | INCHES |



| | | | | |
|---|---|---|---|---|
| Wheelbase | N/A | WB | 210.0 | 210.0 |
| Available Rail Space Right | N/A | ARSR | N/A | 116.1 |
| Available Rail Space Left | N/A | ARSL | 94.0 | N/A |
| Eff. Front Axle to Back of Cab | N/A | BOF | 24.7 | 24.7 |
| Front Axle To Fender | ABXLYX | N/A | 28.0 | 28.0 |
| Battery Box | 393AD9 | N/A | 0.0 | 18.0 |
| 80 GALLON (300 L) ALUMINUM, 26 "x24" RECTANGULAR / W/O RH FUEL TANK | 288AH2 / 290AA1 | N/A | 34.1 | 0.0 |
| Ad-Blue Tank | DF1021 | N/A | 6.0 | 0.0 |
| Drive Tire Radius | 901AJ6 | N/A | 21.0 | 21.0 |



*Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.*

| | | | | |
|---|---|---|---|---|
| Front Axle | 240AA3 | 20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS | 20000 | LB |
| Front Suspension | 244AC3 | MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS | 20000 | LB |
| Front Tires | 9004Y0 | 315/80R22.5 L BRIDGESTONE M870 (20000 lbs) | 20000 | LB |
| Front Wheels | 5312N1 | 22.5x9.00 ACCURIDE 41730x POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE | 20001 | LB |
| | | Front GAWR | 20000 | LB |
| Rear Axle | 268AB7 | 46000# (20900kg) MERITOR RT46-160 | 46001 | LB |
| Rear Suspension | 186AC7 | MACK mRIDE 46 PARABOLIC 3-LEAF, 46,000 lb, STANDARD DUTY | 46001 | LB |
| Rear Tires | 901AJ6 | 11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) | 48041 | LB |
| Rear Wheels | 3462J6 | 22.5x8.25 ACCURIDE ACCU-LITE 51487x WHITE POWDER COAT STEEL, 6.60" OFFSET, 5 HAND HOLE | 59199 | LB |
| | | Rear GAWR | 46001 | LB |
| | | Truck GVWR | 66000 | LB |
| | | Gross Combination Weight Rating | 0 | LB |
| | | Tax Value GVWR (USA FLT Only) | 66000 | LB |

**RESOLUTION NO. 2024-**

**A RESOLUTION APPROVING THE OSCEOLA POLICE DEPARTMENT ENTERING INTO CONTRACT WITH ARVEST BANK, EQUIPMENT FINANCE.**

**WHEREAS,** the City of Osceola Police Department needs vehicles; and

**WHEREAS,** the vehicles were budgeted in the 2024 City of Osceola Budget; and

**WHEREAS,** the alternate way of funding for police vehicles was sought after by the chief of police and quotes from Arvest Bank were the most economical; and

**WHEREAS,** Arvest Bank is offering to finance nine (9) vehicles, 2 Chevrolet Silverado 1500's and seven (7) Dodge Durango's all outfitted for police use; and

**WHEREAS,** Arvest Bank will finance the total equipment cost of $466,314.64 for a period of four (4) years at a cost of $135,792.86 annually or $11,034.75 monthly and at the end of the finance term, the buyout for the vehicles will be $1.

**NOW THERFORE, BE It RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the**

Mayor is hereby authorized to allow the City of Osceola, Police Department, to enter into contract with Arvest Bank in the purchase of nine (9) vehicles.

**PASSED AND APPROVED THIS ___ DAY OF _____, 2023.** 2024

_____

Joe Harris Jr., Mayor

ATEST

_____

Jessica Griffin. City Clerk

ARVEST®
EQUIPMENT FINANCE

The following is a quote for financing an upcoming equipment purchase for the Osceola, AR Police. The equipment cost and description is in conjunction with Capital Equipment Lease Purchase 9 Vehicles.

| | |
|---|---|
| Date: | November 7, 2023 |
| Provided for: | Osceola, AR Police |
| Provided by: | Superior Auto |
| Customer: | Osceola, AR Police |
| Customer Location: | 401 W Keiser AVE Osceola, AR 72370 |
| Equipment Description: | 2 Silverado 1500's & 7 Durango with upfit |
| Equipment Cost: | $466,314.64 |
| Residual: | NA |
| Rate: | 6.30% Fixed |
| Payment: | 5 Year Annual: $111,892.56<br>5 Year Monthly: $9,099.92<br>4 Year Annual: $135,792.86<br>4 Year Monthly: $11,034.75<br>3 Year Annual: $175,733.93<br>3 Year Monthly: $14,268.57 |
| Fee: | $500 |
| Contract Type: | $1 Buyout |

The above financing quote assumes the following:

- **PAYMENTS HAVE NO APPLICABLE TAXES ADDED**
- Proposal is pending the review of requested financial information, equipment valuation, and subsequent approval of the same.
- All quoted balloons, terms, and pricing subject to credit and asset management review and subject to change.
- Proposal is valid for 60 days.
- Rates are prepared internally.
- Title to be held in the Osceola, AR Police ***for*** the entirety of the lease contract.

Thank you for the opportunity to provide this finance proposal. There are other financing options available. If after your review, you would like to pursue another alternative, please feel free to contact me via phone at 417-529-3902 or email dphipps1@arvest.com

Sincerely,
***Doug Phipps***
***AEF Municipal Manager***

**RESOLUTION NO. 2024-**

**A RESOLUTION APPROVING THE OSCEOLA POLICE DEPARTMENT ENTERING INTO CONTRACT WITH MUNICIPAL FLEET SERVICES.**

**WHEREAS,** the City of Osceola Police Department needs vehicles; and

**WHEREAS,** the vehicles were budgeted in the 2024 City of Osceola Budget; and

**WHEREAS,** the alternate way of funding for police vehicles was sought after by the chief of police and quotes from Municipal Fleet Services offered their services for short term leases; and

**WHEREAS,** Municipal Fleet Services have two (2) vehicles, 2024 Chevrolet Tahoe, for lease at a decent price for a three (3) year lease. These vehicles will be normal street vehicles and not upfitted for law enforcement use; and

**WHEREAS,** Municipal Fleet Services will finance the total equipment cost of $130,200.00 for a period of three (3) years at a cost of $29,511.00 annually. At the end of the finance term, the vehicles will be collected by Municipal Fleet Services and two (2) new vehicles will be sent out and a new contract started. This contract can be cancelled at any time.

**NOW THERFORE, BE It RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the**

Mayor is hereby authorized to allow the City of Osceola, Police Department, to enter into contract with Municipal Fleet Services in the purchase of two (2) vehicles.

**PASSED AND APPROVED THIS ___ DAY OF _____, 2024 ~~2023~~.**

_____

Joe Harris Jr., Mayor

ATEST

_____

Jessica Griffin. City Clerk

MUNICIPAL FLEET SERVICES

# MUNICIPAL FLEET SERVICES
## Vehicle Lease Quote

| | | | |
|---|---|---|---|
| **Prepared For:** | Osceola Arkansas Police Department | **DATE:** | October 26, 2023 |
| **Contact:** | Colby Newell | **QUOTE #:** | 2537-B |
| **Address:** | 401 W Keiser, Osceola, Arkansas, 72370-3638 | **Customer ID:** | 502 |
| **Phone:** | (870) 563-0141 | **Valid Until:** | November 25, 2023 |
| **Email:** | cnewell@osceolapd.org | | |

**Vehicle Information**

| | | | |
|---|---|---|---|
| **Year** | 2024 | **Vin #** | |
| **Make** | Chevrolet | **Color** | |
| **Model** | Tahoe | **Add-ons** | |
| **Trim** | RST | | |

| Lease Programs | Advantage Lease (1-Year) | 3 Year Open End Lease | 5 Year Open End Lease |
|---|---|---|---|
| **DESCRIPTION** | **AMOUNT** | **AMOUNT** | **AMOUNT** |
| Purchase Price | $ 69,100.00 | $ 69,100.00 | $ 69,100.00 |
| Interest Rate | | 8.24% | 8.24% |
| Total Interest Charges | $ - | $ 17,081.52 | $ 28,469.20 |
| License & Registration Fee(s) | $ - | $ - | $ - |
| Sales Tax 0.0000% | $ - | $ - | $ - |
| Security Deposit | $ - | $ - | $ - |
| Vehicle Delivery Fee | $ 950.00 | $ 950.00 | $ 950.00 |
| Disposal Management Fee | $ - | $ - | $ - |
| Lease Termination Fee | $ - | $ - | $ - |
| Due upon Delivery | $ 8,000.00 | $ 14,755.51 | $ 11,416.95 |
| Due 1 year from close | $ - | $ 14,755.51 | $ 11,416.95 |
| Due 2 years from close | $ - | $ 14,755.51 | $ 11,416.95 |
| Due 3 years from closing | $ - | $ - | $ 11,416.95 |
| Due 4 years from closing | $ - | $ - | $ 11,416.95 |
| Due 5 years from closing | $ - | $ - | $ - |
| Total cost of Lease | $ 8,950.00 | $ 45,216.52 | $ 58,034.74 |
| Final Residual Value (Purchase $) | | $ 57,069.69 | $ 49,054.09 |
| Annual Miles Allowed | 32,000 | 24,000 | 24,000 |

**Cost Insights**

| | | | |
|---|---|---|---|
| *Average* Yearly Cost (Per Vehicle) | $ 8,950.00 | $14,755.51 | $11,416.95 |
| Vehicle Quantity 2 | $17,900.00 | $29,511.01 | $22,833.90 |
| *5-Year Comparison Total Amount* | *$89,500.00* | *$149,455.07* | *$116,069.48* |

**TERMS AND CONDITIONS**

*1. Customer will be billed upon delivery of vehicle for "Amount due upon delivery"*
*2. All Terms and Conditions contained in this quote apply to all vehicles ordered under this quote.*
*3. Quotes are based on current interest rates, and available discounts, and are subject to change at the time of delivery.*
*4. Lease Quotes are Open End Leases. Lessee is responsible for the difference (if any) between residual value and market value at the end of lease term.*
*5.This quote is subject to the terms and conditions outlined in the Professional Services Agreement between MFS and Customer.*
*6.By Signing below customer accepts the Quote for the selected Lease Program, and authorizes MFS to arrange financing.*

**Customer: Osceola Arkansas Police Department**

**x** _____

**Print Name:** **Title** **Date**

If you have any questions about this price quote, please contact
Ben Willson | Ben@MunicipalFleetServices.com | 801-347-5638

**RESOLUTION NO. 2024-**

**A RESOLUTION APPROVING THE OSCEOLA POLICE DEPARTMENT ENTERING INTO CONTRACT WITH EMMERT HEATING AND AIR FOR RENOVATION OF THE POLICE DEPARTMENT HEAT AND AIR UNITS.**

**WHEREAS,** the Osceola Police Department needs replacement of seventeen (17) heat and air units that service the building; and

**WHEREAS,** the current heat and air systems range between fifteen (15) and thirty (30) years in age; and

**WHEREAS,** heat and air units are in bad disrepair, with some units no longer having bottoms to the units or some having coils that have rotted partially away; and

**WHEREAS,** request for proposals was put in the local area paper and was answered by Emmert Heating and Air with a proposed replacement and servicing for $176,059.40; and

**WHEREAS,** the monies for these renovations were included in this year's budget for the Police Department.

**NOW THERFORE, IT BE RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the**

Mayor is hereby authorized to allow the City of Osceola, Police Department, to enter into a contract with Emmert Heating and Air for the renovation and servicing of the heating and air systems.

**PASSED AND APPROVED THIS ___ DAY OF _____, ~~2023.~~** 2024

_____

Joe Harris Jr., Mayor

ATEST

_____

Jessica Griffin. City Clerk

Request for Proposals

**City of Osceola**

**Osceola Police Department HVAC Replacement/Service**

The City of Osceola, Osceola Police Department, is requesting proposals from licensed HVAC contractors in the State of Arkansas to replace multiple HVAC units at the Osceola Police Department, located at 401 West Keiser Ave, Osceola, AR 72370. The current units are commercial grade electric heat pump systems, ranging from 3 ton to 5 ton units.

Contractors that wish to submit a proposal must schedule a time to meet with Chief William W. Foster, wwfoster@osceolapdar.gov or Asst. Chief John Weldon, jweldon@osceolapdar.gov, for a walkthrough of the project location and to evaluate current HVAC equipment to be replaced. This project is expected to include, but not limited to: replacing the current systems, removal and hauling away of the old systems, and new thermostats with C-wire.

Contractors must be licensed to work and do business in the State of Arkansas.

To be considered for the project, sealed proposals must be received at the Osceola Police Department, located at 401 West Keiser Ave., Osceola AR 72370, by 9 a.m. CST February 15th, 2024. Forms & addendums can be gathered by contacting Chief William W. Foster or his designee, wwfoster@osceolapdar.gov or (870)563-5213.

The City of Osceola, Osceola Police Department, reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Osceola for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Osceola because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions. The City of Osceola, Arkansas is an Equal Opportunity Employer.

EMMERT
HEATING & AIR
870-740-0659

| | |
|---|---|
| ESTIMATE | #62-1 |
| ESTIMATE DATE | Dec 14, 2023 |
| EXPIRATION DATE | Jan 14, 2024 |
| TOTAL | $176,059.40 |

Osceola Police Department
401 W Keiser Ave
Osceola, AR 72370

(870) 622-5059
jweldon@osceolapd.org

CONTACT US

138 E Ash St
Blytheville, AR 72315

(870) 740-0659
emmertheating@gmail.com

## ESTIMATE

| | | | |
|---|---|---|---|
| Labor | 10.0 | $2,500.00 | $25,000.00 |
| Labor to install 5 ton systems | | | |
| Labor | 4.0 | $2,500.00 | $10,000.00 |
| Labor to install new 4 ton system and remove old system | | | |
| Labor | 3.0 | $2,500.00 | $7,500.00 |
| labor to install new 3 ton system and remove old system | | | |
| equipment | 10.0 | $6,233.00 | $62,330.00 |
| 5 ton 15 sheer heat pumps , 5 ton air handler , 15 kw heat strips | | | |
| equipment | 4.0 | $5,933.00 | $23,732.00 |
| 4 ton 15 sheer heat pump system,4 ton air handler , 15 kw heat strips | | | |
| equipment | 3.0 | $4,689.00 | $14,067.00 |
| 3 ton 15 sheer heat pump system , 3 ton air handler , 15 kw heat strips | | | |
| Materials | 17.0 | $1,025.00 | $17,425.00 |
| Drain pans , water sensor , thermostats, duct transitions, drain line , whips , disconnects , thermostat wire , permits | | | |

| | |
|---|---|
| Subtotal | $160,054.00 |
| Tax (City of Osceola 10%) | $16,005.40 |
| **Total** | **$176,059.40** |

**Resolution No. 2024-_____**

**City of Osceola, Arkansas**

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 411 ELIZABETH IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISACE AND CONDEMNING SAID STRUCTURES, AND FOR OTHER PURPOSES.**

**WHEREAS** the building and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

**WHEREAS**, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this sityation by removing, razing and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLSVED BU THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:**

**SECTION 1**: That the City Council herby declares the buildings, houses, and other structures located at the property identified in section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current

condition of said structures not being fir for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

**SECTION 2**: That the owner of record of the following described property has been give adequate notice thereof and is hereby directed to raze the same of otherwise abate the said nuisance within (30) days after the posting of a true copy of this resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The E 68' S100'LOT 3 BLK H KEISER ADD within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number 301-01898-100 and more commonly known as 411 ELIZABETH, Osceola, Arkansas)

A copy of this Resolution shall also be mailed to 411 ELIZABETH, OSCEOLA, ARKANSAS, 72370.

**SECTION 3**: If the aforementioned structures have not been razed and/or removed within (30) days after posting a true copy of this Resolution in a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

**SECTION 4**: That the provisions of the Resolution are hereby declared to be severable and if any section phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

**SECTION 5**: That this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 22nd day of February 2024.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris, Jr

ATTEST: _____

City Clerk

7022 0410 0000 8932 4312

# U.S. Postal Service™
# CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

Osceola AR 72370

OFFICIAL USE

| | | |
|---|---|---|
| Certified Mail Fee | $4.35 | 0770 11 |
| $ | $3.55 | |
| Extra Services & Fees (check box, add fee as appropriate) | | |
| ☐ Return Receipt (hardcopy) | $ $0.00 | |
| ☐ Return Receipt (electronic) | $ $0.00 | |
| ☐ Certified Mail Restricted Delivery | $ $0.00 | Postmark Here |
| ☐ Adult Signature Required | $ $0.00 | |
| ☐ Adult Signature Restricted Delivery | $ | |
| Postage | $0.90 | |
| $ | | 01/12/2024 |
| Total Postage and Fees | $4.80 | |
| $ | | |

Sent To Juanita Thomas

Street and Apt. No., or PO Box No. 411 Elizabeth

City, State, ZIP+4® Osceola, AR 72370

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

---

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Juanita Thomas
411 Elizabeth
Osceola, AR 72370

9590 9402 7485 2055 2618 67

2. Article Number (Transfer from service label)

7022 0410 0000 8932 4312

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Albert Brown ☐ Agent ☐ Addressee

B. Received by (Printed Name) Albert Brown

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CITY OF OSCEOLA
OFFICE OF CODE ENFORCMENT
303 WEST HALE AVENUE
P. O. BOX 443
OSCEOLA, AR 72370

(870) 563-5245 | Fax: 870.563.5195 or 870.497.2228

DATE OF NOTICE
**01/12/2024**

# NOTICE OF VIOLATION

Property Owner
Name: Juanita Thomas
Address: 411 Elizabeth
Osceola, AR 72370

Subject Property:
411 Elizabeth
Osceola, AR 72370

Dear Property Owner:
YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

VIOLATION

5.04.01 Property Maintenance
It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.
5.04.02 Building Removal
All property owners within the City of Osceola, Arkansas are hereby required to tear down, remove and dispose of all dilapidated or unsightly buildings or structures existing on such property. Ord. No. 1991-650.

ACTION TO BE TAKEN:

This letter is to serve ar notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision at on February 20, 2024 at the regularly scheduled Osceola City Council meeting at 5:00 pm CST at 303 W. Hale Ave. Failure to appear in person or by representative shall constitute that you have no objections to this matter. Or if you wish to have the property torn down and would like to work with us on removing the property please contact the Code Enforcement Office at (870)563-5245.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS $100.00. EACH DAY IS A SEPARATE OFFENSE. THE CLEAN-UP BEING PERFORMED BY CITY OFFICIALS OF THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF $100.00 OR 10% OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED ORRECTING THE CONDITIONS. A LIEN UNPAID FEES.

Thank You,

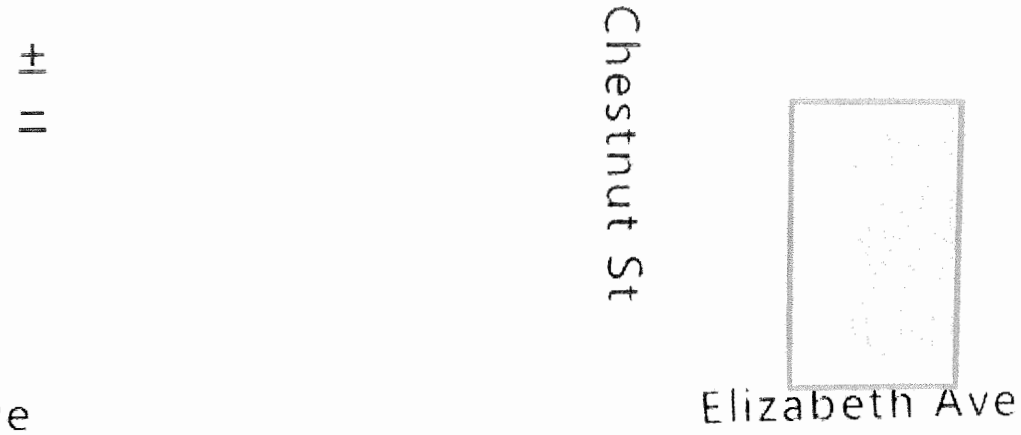
Office of Code Enforcement

# THOMAS JUANITA & GERALD

411 ELIZABETH
OSCEOLA, AR 72370-3311

Last Power 3/23

| | |
|---|---|
| Basic Information | |
| Parcel Number: | 301-01898-100 |
| County Name: | Mississippi County |
| Property Address: | THOMAS JUANITA & GERALD<br>411 ELIZABETH<br>OSCEOLA, AR 72370-3311<br>**Map This Address** |
| Mailing Address: | THOMAS JUANITA<br>411 E ELIZABETH<br>OSCEOLA AR 72370 |
| Collector's Mailing Address: | THOMAS JUANITA<br>411 E ELIZABETH<br>OSCEOLA, AR 72370 |
| Total Acres: | 0.16 |
| Timber Acres: | 0.00 |
| Sec-Twp-Rng: | 01-12-10 |
| Lot/Block: | 3/H |
| Subdivision: | KEISER ADD |
| Legal Description: | E68' S100' LOT 3 BLK H KEISER ADD |
| School District: | 1N OSCEOLA |
| Improvement Districts: | D112,ST FRANCIS LEVEE DISTRICT |
| Homestead Parcel?: | Yes |
| Tax Status: | Taxable |
| Over 65?: | No |
| Parcel Boundary | |




Land Information

| Land Type | Quantity | Front Width | Rear Width | Depth 1 | Depth 2 | Quarter |
|---|---|---|---|---|---|---|
| HOUSELOT | 0.16 acres [6,969 sqft] | 68 | 100 | | | |

Valuation Information **view prior year information**

| Entry | Appraised | Assessed |
|---|---|---|
| Land: | 3,000 | 600 |
| Improvements: | 16,755 | 3,351 |
| Total Value: | 19,755 | 3,951 |
| Taxable Value: | | 3,345 |
| Millage: | | 0.0564 |
| Estimated Taxes: | | $188.66 |
| Homestead Credit: | | ($188.66) |
| Estimated Taxes w Credit: | | $0.00 |
| Assessment Year: | | 2023 |

Tax Information

| Year | Book | Tax Owed | Tax Paid | Balance |
|---|---|---|---|---|
| 2022 | Delinquent | $21.87 | $0.00 | $21.87 |
| 2021 | Current | $20.91 | -$20.91 | $0.00 |
| 2020 | Current | $20.85 | -$20.85 | $0.00 |

Receipts

| Receipt # | Book | Tax Year | ReceiptDate | Cash Amt | Check Amt | Credit Amt | Total |
|---|---|---|---|---|---|---|---|
| 4136 | Current | 2021 | 5/2/2022 | $0.00 | $20.91 | $0.00 | **$20.91** |
| 8264 | Current | 2020 | 8/25/2021 | $0.00 | $20.85 | $0.00 | **$20.85** |

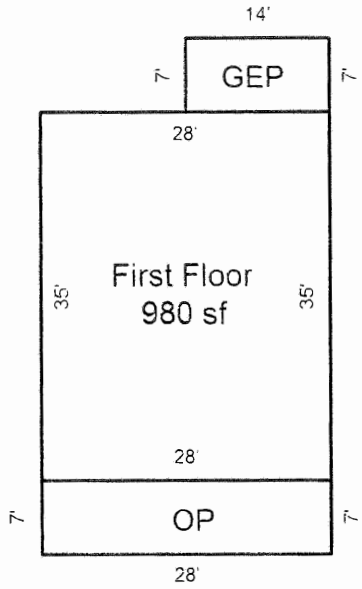
Sales History

| Filed | Sold | Price | Grantor | Grantee | Book | Page | Deed Type |
|---|---|---|---|---|---|---|---|
| 8/17/2004 | 8/17/2004 | 0 | THOMAS, JUANITA | THOMAS, JUANITA | 293 | 341-342 | LE(LIFE ESTATE) |
| 3/27/1996 | 3/27/1996 | 0 | THOMAS, JUANITA & GERALD | THOMAS, JUANITA | 249 | 379 | RD(REDEMPTION DEED) |
| 7/1/1991 | 7/1/1991 | 15,000 | GROVES,TOMMY | THOMAS, JUANITA & GERALD | 229 | 115 | |
| 7/6/1986 | 7/6/1986 | 0 | GROVES,TOMMY | GROVES,TOMMY | 207 | 376 | CD(CORRECTION DEED) |
| 12/7/1984 | 12/7/1984 | 0 | | GROVES,TOMMY | 201 | 515 | |

Improvement Information

Residential Improvements

Residential Improvement #1




| | | | | |
|---|---|---|---|---|
| Living Area 1st Floor | 980 | Basement Unfinished | | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | | 0 |
| | | Basement Finished w/o Partitions | | 0 |
| **Living Area Total SF** | **980** | **Basement Total SF** | | **0** |

| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D5+5 |
| Story Height: | 1 Story |
| Year Built: | 1981 |
| Effective Age: | 40 |
| Construction Type: | Std Frame |
| Roof Type: | Asphalt |
| Heat / AC: | Floor/Wall Furnace |

| | |
|---|---|
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |
| Foundation Type: | Closed Piers |
| Floor Type: | Wood Subfloor |
| Floor Covering: | linoleum: 980 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| OP | 196 | 7 x 28 | OPEN PORCH |
| GEP | 98 | 7 x 14 | GLASS ENCLOSED |

**Resolution No. 2024-_____**

**City of Osceola, Arkansas**

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 424-426 E. SEMMES IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISACE AND CONDEMNING SAID STRUCTURES, AND FOR OTHER PURPOSES.**

**WHEREAS** the building and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

**WHEREAS**, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this sityation by removing, razing and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLSVED BU THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:**

**SECTION 1**: That the City Council herby declares the buildings, houses, and other structures located at the property identified in section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current

condition of said structures not being fir for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

**SECTION 2**: That the owner of record of the following described property has been give adequate notice thereof and is hereby directed to raze the same of otherwise abate the said nuisance within (30) days after the posting of a true copy of this resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The E98' W381' N128' LT 1 TOWNLTS WEST 424&426 SEMMES 424-426 WEST SEMMES within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number 301-02553-003 and more commonly known as 424-426 E. SEMMES, Osceola, Arkansas)

A copy of this Resolution shall also be mailed to 751 E DORCHESTER DR SAINT JOHNS, FL 32259-6289.

**SECTION 3**: If the aforementioned structures have not been razed and/or removed within (30) days after posting a true copy of this Resolution in a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

**SECTION 4**: That the provisions of the Resolution are hereby declared to be severable and if any section phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

**SECTION 5**: That this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 22nd day of February 2024.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris, Jr

ATTEST: _____

City Clerk

7022 0410 0000 8932 4350

# U.S. Postal Service™
# CERTIFIED MAIL® RECEIPT

For delivery information, visit our website at www.usps.com®.

Saint Johns FL 32259

OFFICIAL USE

| | | |
|---|---|---|
| Certified Mail Fee | $4.35 | 0770 |
| $ | $3.55 | 11 |
| Extra Services & Fees (check box, add fee as appropriate) | $1.20 | |
| ☐ Return Receipt (hardcopy) | $ $0.00 | |
| ☐ Return Receipt (electronic) | $ $0.00 | Postmark Here |
| ☐ Certified Mail Restricted Delivery | $ $0.00 | |
| ☐ Adult Signature Required | $ $0.00 | |
| ☐ Adult Signature Restricted Delivery | $ | |
| Postage | $0.90 | 01/12/2024 |
| $ | | |
| Total Postage and Fees | $6.45 | |
| $ | | |

Sent To: Baratelli Arkansas Prop. LLC
Street and Apt. No., or PO Box No.: 751 E. Dorchester Dr
City, State, ZIP+4®: Saint Johns, FL 32259-6289

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

---

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Baratelli Arkansas Prop
751 E. Dorchester Dr
Saint Johns, FL
32259-6289

9590 9402 7485 2055 2619 04

2. Article Number (Transfer from service label)
7022 0410 0000 8932 4350

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name)

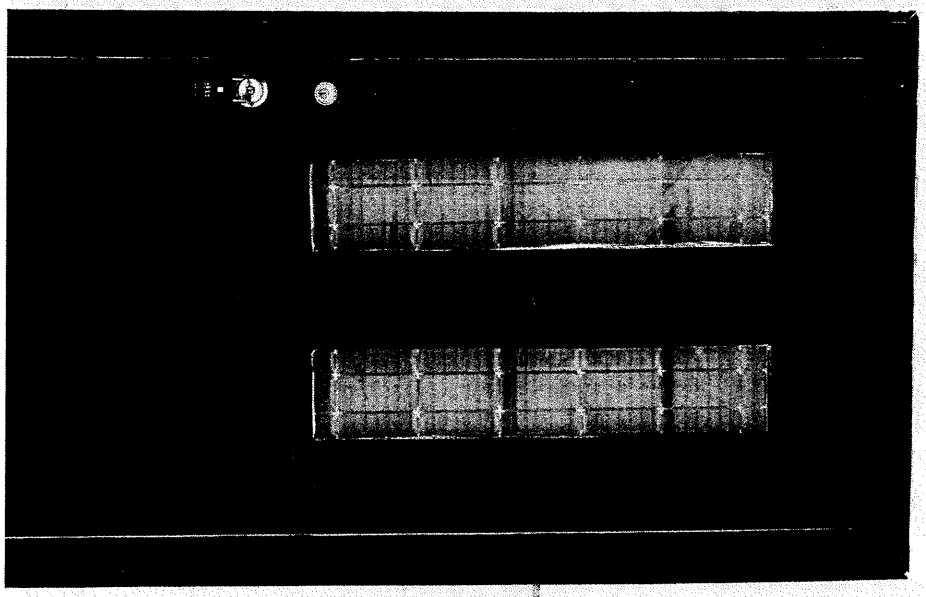
C. Date of Delivery
1/24/23

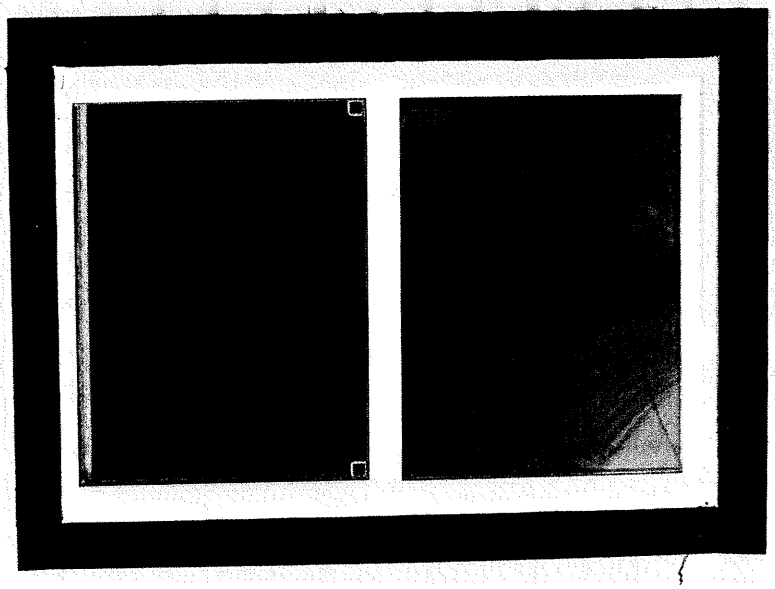
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

203





CITY OF OSCEOLA
OFFICE OF CODE ENFORCMENT
303 WEST HALE AVENUE
P. O. BOX 443
OSCEOLA, AR 72370

(870) 563-5245 | Fax: 870.563.5195 or 870.497.2228

DATE OF NOTICE
**01/12/2024**

# NOTICE OF VIOLATION

Property Owner
Name: Baratelli Arkansas Properties, LLC
Address: 751 E. Dorchester Dr.
Saint Johns, FL 32259-6289

Subject Property:
424 - 426 E. Semmes
Osceola, AR 72370

Dear Property Owner:
YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

VIOLATION

5.04.01 Property Maintenance
It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.
5.04.02 Building Removal
All property owners within the City of Osceola, Arkansas are hereby required to tear down, remove and dispose of all dilapidated or unsightly buildings or structures existing on such property. Ord. No. 1991-650.

ACTION TO BE TAKEN:

This letter is to serve ar notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision at on February 20, 2024 at the regularly scheduled Osceola City Council meeting at 5:00 pm CST at 303 W. Hale Ave. Failure to appear in person or by representative shall constitute that you have no objections to this matter. Or if you wish to have the property torn down and would like to work with us on removing the property please contact the Code Enforcement Office at (870)563-5245.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS $100.00. EACH DAY IS A SEPARATE OFFENSE. THE CLEAN-UP BEING PERFORMED BY CITY OFFICIALS OF THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF $100.00 OR 10% OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED ORRECTING THE CONDITIONS. A LIEN UNPAID FEES.

Thank You,

Office of Code Enforcement

# BARATELLI ARKANSAS PROPERTIES LLC

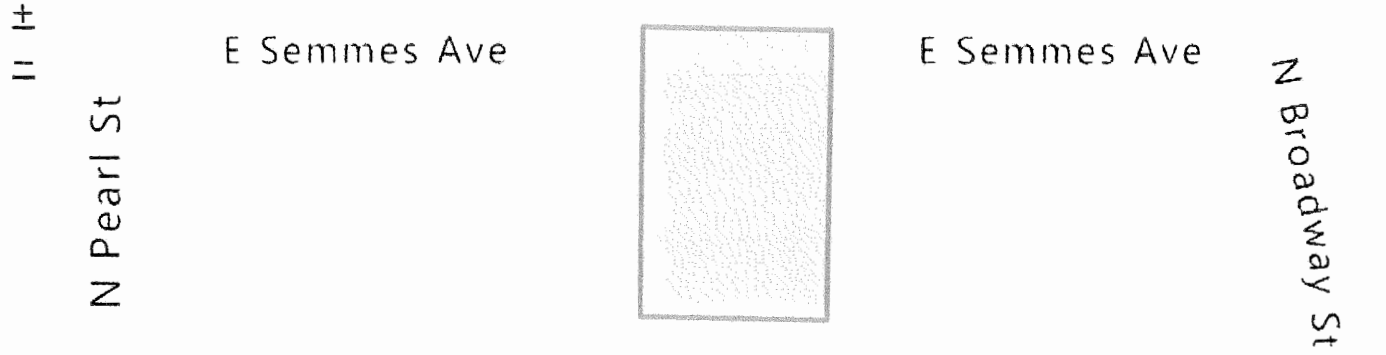
424 426 SEMMES AVE
OSCEOLA, AR 72370-2657

Last Power
424 - Current
426 - 7/22

Basic Information

| | |
|---|---|
| Parcel Number: | 301-02553-003 |
| County Name: | Mississippi County |
| Property Address: | BARATELLI ARKANSAS PROPERTIES LLC<br>424 426 SEMMES AVE<br>OSCEOLA, AR 72370-2657<br>**Map This Address** |
| Mailing Address: | BARATELLI ARKANSAS PROPERTIES LLC<br>751 E DORCHESTER DR<br>SAINT JOHNS FL 32259-6289 |
| Collector's Mailing Address: | BARATELLI ARKANSAS PROPERTIES LLC<br>751 E DORCHESTER DR<br>SAINT JOHNS, FL 32259-6289 |
| Total Acres: | 0.29 |
| Timber Acres: | 0.00 |
| Sec-Twp-Rng: | 31-13-11 |
| Lot/Block: | 1/ |
| Subdivision: | TOWN LOTS WEST OF LEVEE ADD |
| Legal Description: | E98' W381' N128' LT 1 TOWN LTS WEST 424&426 SEMMES 424-426 WEST SEMMES |
| School District: | 1N OSCEOLA |
| Improvement Districts: | D112,ST FRANCIS LEVEE DISTRICT |
| Homestead Parcel?: | No |
| Tax Status: | Taxable |
| Over 65?: | No |

Parcel Boundary




Land Information

| Land Type | Quantity | Front Width | Rear Width | Depth 1 | Depth 2 | Quarter |
|---|---|---|---|---|---|---|
| HOUSELOT | 0.29 acres [12,632 sqft] | 121 | 128 | | | |

Valuation Information **view prior year information**

| Entry | Appraised | Assessed |
|---|---|---|
| Land: | 2,000 | 400 |
| Improvements: | 11,345 | 2,269 |
| Total Value: | 13,345 | 2,669 |
| Taxable Value: | | 2,669 |
| Millage: | | 0.0564 |
| Estimated Taxes: | | $150.53 |
| Assessment Year: | | 2023 |

Tax Information

| Year | Book | Tax Owed | Tax Paid | Balance |
|---|---|---|---|---|
| 2022 | Current | $166.50 | -$166.50 | $0.00 |
| 2021 | Current | $106.10 | -$106.10 | $0.00 |
| 2020 | Current | $106.10 | -$106.10 | $0.00 |

Receipts

| Receipt # | Book | Tax Year | ReceiptDate | Cash Amt | Check Amt | Credit Amt | Total |
|---|---|---|---|---|---|---|---|
| 11368 | Current | 2022 | 10/10/2023 | $0.00 | $16,519.52 | $0.00 | **$16,519.52** |
| 10583 | Current | 2021 | 10/3/2022 | $0.00 | $14,066.98 | $0.00 | **$14,066.98** |
| 7938 | Current | 2020 | 8/17/2021 | $0.00 | $106.10 | $0.00 | **$106.10** |

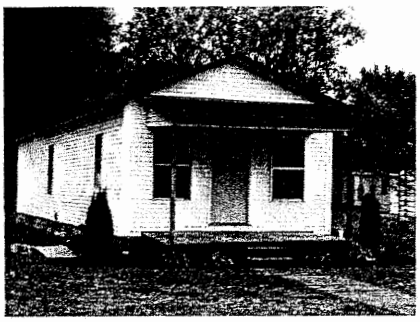
Sales History

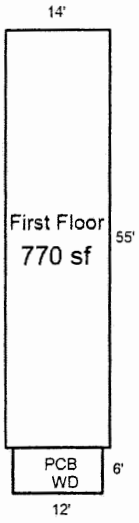
| Filed | Sold | Price | Grantor | Grantee | Book | Page | Deed Type |
|---|---|---|---|---|---|---|---|
| 8/17/2021 | 8/11/2021 | 10,000 | PLEASANT GROVE M B CHURCH | BARATELLI ARKANSAS PROPERTIES LLC | 2021 | 005642 | WD(WARRANTY DEED) |
| 8/9/2021 | 8/6/2021 | 0 | HARSHMAN RENTALS LLC | PLEASANT GROVE M B CHURCH | 2021 | 005351 | QCD(QUIT CLAIM DEED) |
| 3/17/2021 | 12/30/2020 | 0 | HARSHMAN RENTALS LLC | PLEASANT GROVE M B CHURCH | 2021 | 001627 | QCD(QUIT CLAIM DEED) |
| 6/1/2001 | 6/11/2001 | 0 | HARSHMAN , SHIRLEY | HARSHMAN RENTALS | 276 | 26-31 | |
| 12/1/1994 | 12/1/1994 | 70,000 | BAMKS, CHARLES A & NANCY | HARSHMAN , SHIRLEY | 24350 | 4 | WD(WARRANTY DEED) |
| 12/1/1985 | 12/1/1985 | 0 | SORRELES , RONNIE & MICAJAL MCARTY | VANKS, CHARLES A & NANCY | 205 | 646 | |
| 1/1/1983 | 1/1/1983 | 0 | MOORE, FAYE T | SORRELES , RONNIE & MICAJAL MCARTY | 194 | 753 | |

Improvement Information

Residential Improvements

Residential Improvement #1





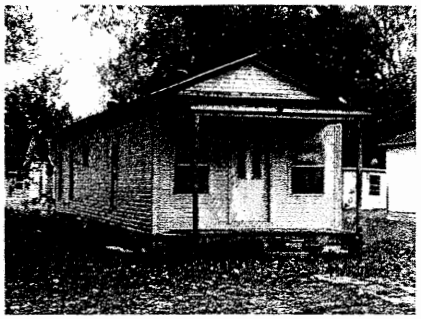

| | | | |
|---|---|---|---|
| Living Area 1st Floor | 770 | Basement Unfinished | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | 0 |
| | | Basement Finished w/o Partitions | 0 |
| **Living Area Total SF** | **770** | **Basement Total SF** | **0** |

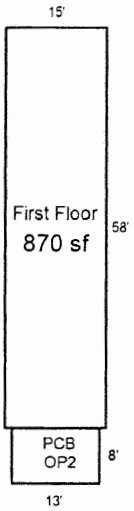
| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D6 |
| Story Height: | 1 Story |
| Year Built: | 1976 |
| Effective Age: | 35 |
| Construction Type: | Low Frame |
| Roof Type: | Asphalt |
| Heat / AC: | Floor/Wall Furnace |
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |
| Foundation Type: | Open Piers |
| Floor Type: | Wood Subfloor |
| Floor Covering: | carpet: 116 sq ft |
| | linoleum: 654 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| PCB | 72 | 6 x 12 | PATIO COVER, BUILTUP |
| WD | 72 | 6 x 12 | WOOD DECKS |

Residential Improvement #2



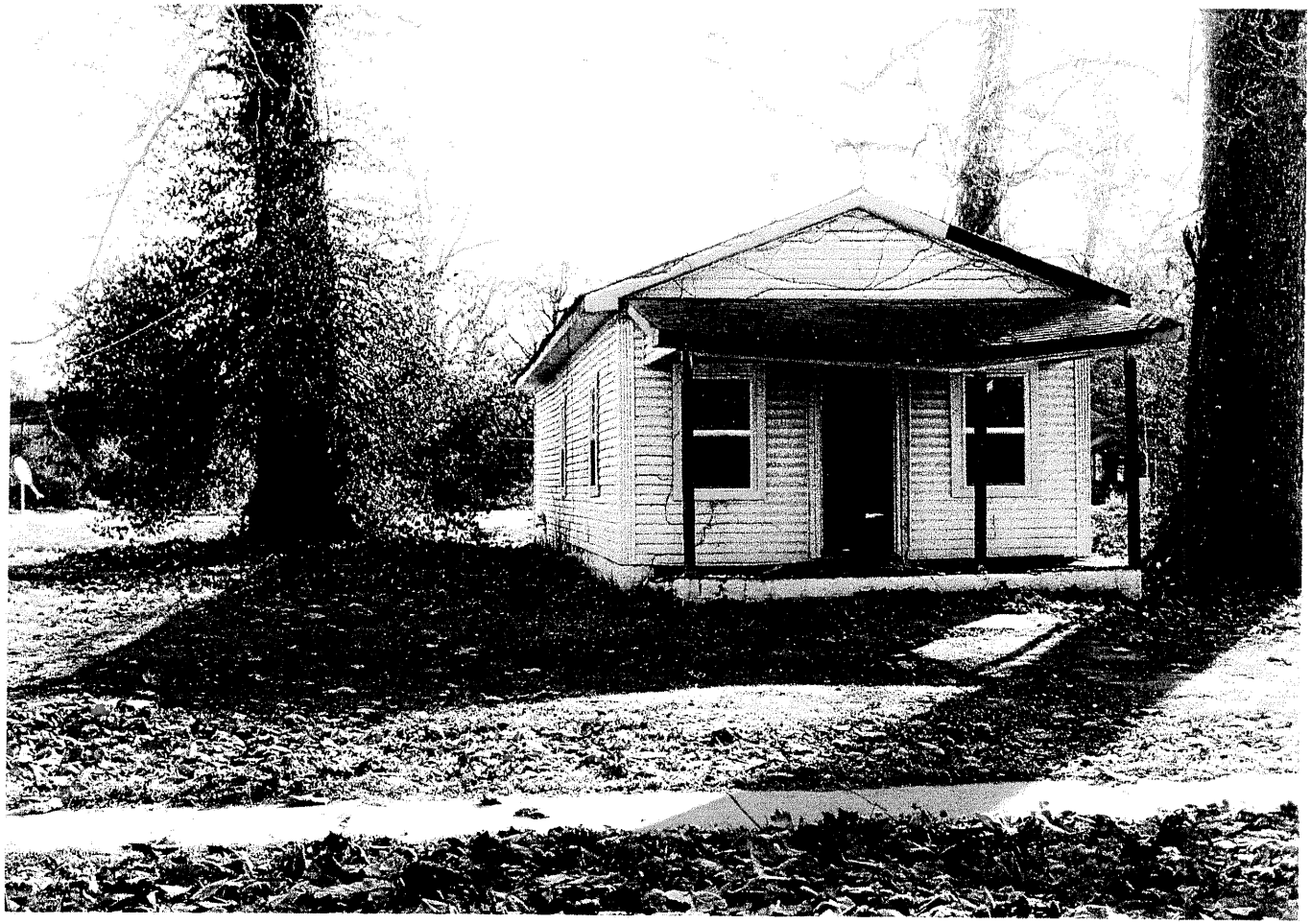



| | | | |
|---|---|---|---|
| Living Area 1st Floor | 870 | Basement Unfinished | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | 0 |
| | | Basement Finished w/o Partitions | 0 |
| **Living Area Total SF** | **870** | **Basement Total SF** | **0** |

| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D6 |
| Story Height: | 1 Story |
| Year Built: | 1976 |
| Effective Age: | 35 |
| Construction Type: | Low Frame |
| Roof Type: | Asphalt |
| Heat / AC: | Central |
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |
| Foundation Type: | Open Piers |
| Floor Type: | Wood Subfloor |
| Floor Covering: | carpet: 870 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| PCB | 104 | 8 x 13 | PATIO COVER, BUILTUP |
| OP2 | 104 | 8 x 13 | 1/2 OPEN |



**Resolution No. 2024-_____**

**City of Osceola, Arkansas**

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 324 N. ASH IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISACE AND CONDEMNING SAID STRUCTURES, AND FOR OTHER PURPOSES.**

**WHEREAS** the building and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

**WHEREAS**, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this sityation by removing, razing and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLSVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:**

**SECTION 1**: That the City Council herby declares the buildings, houses, and other structures located at the property identified in section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current

condition of said structures not being fir for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

**SECTION 2**: That the owner of record of the following described property has been give adequate notice thereof and is hereby directed to raze the same of otherwise abate the said nuisance within (30) days after the posting of a true copy of this resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LOT 10 & 11 REPLAT LOT 5 ROWLETT ADD 324 N ASH** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number **301-02489-000** and more commonly known as **324 N. ASH**, Osceola, Arkansas)

A copy of this Resolution shall also be mailed to **6100 HENRY AVE STE 50, PHILADELPHIA, PA 19128-1502.**

**SECTION 3**: If the aforementioned structures have not been razed and/or removed within (30) days after posting a true copy of this Resolution in a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

**SECTION 4**: That the provisions of the Resolution are hereby declared to be severable and if any section phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

**SECTION 5**: That this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 22nd day of February 2024.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris, Jr

ATTEST: _____

City Clerk

7022 0410 0000 8932 4367

# U.S. Postal Service™
# CERTIFIED MAIL® RECEIPT

For delivery information, visit our website at www.usps.com®

Philadelphia PA 19142

OFFICIAL USE

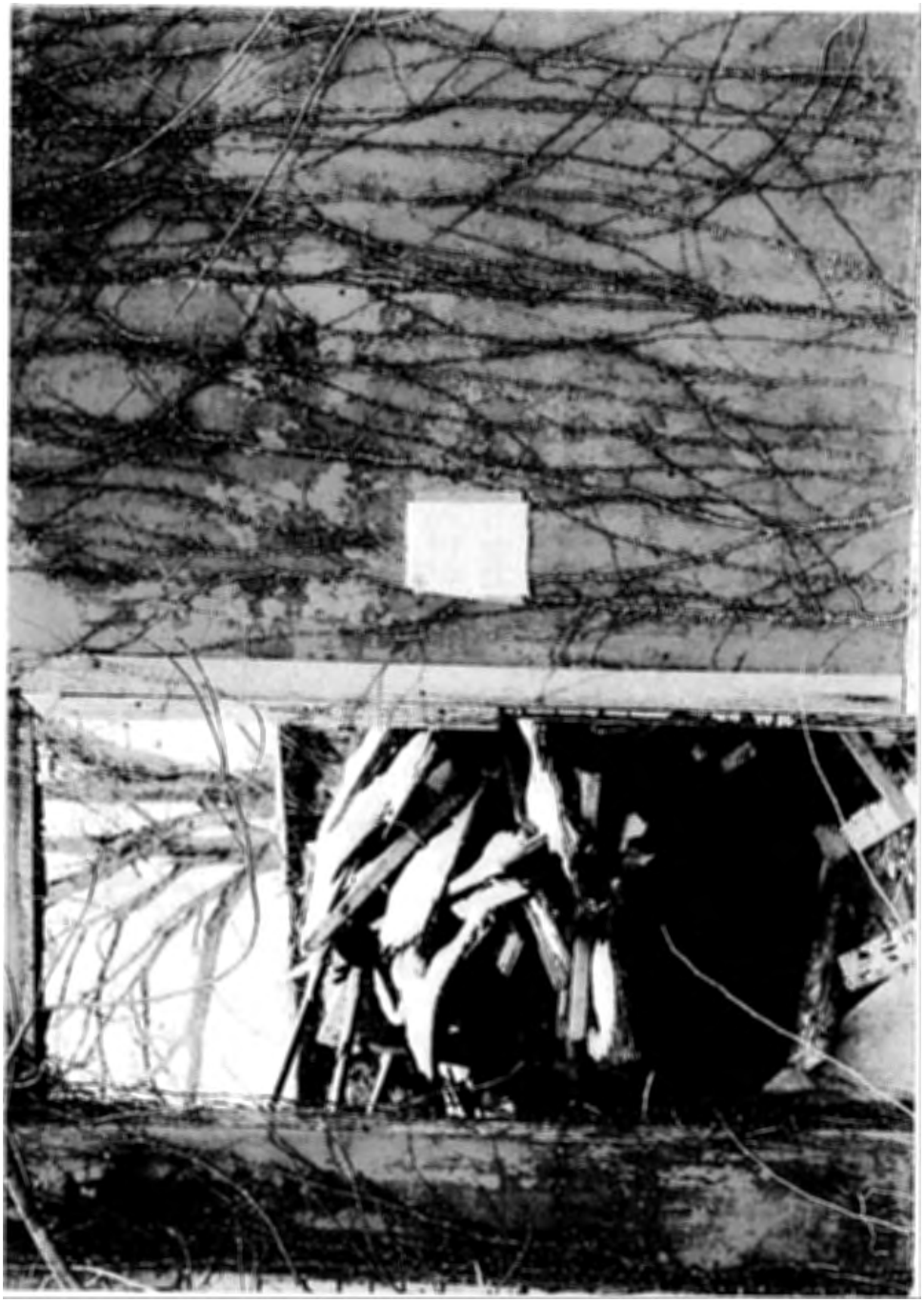
| | | |
|---|---|---|
| Certified Mail Fee | $4.35 | 0770 |
| $ | $3.55 | 11 |
| Extra Services & Fees (check box, add fee as appropriate) | $ | |
| ☐ Return Receipt (hardcopy) | $ $0.00 | |
| ☐ Return Receipt (electronic) | $ $0.00 | Postmark Here |
| ☐ Certified Mail Restricted Delivery | $ $0.00 | |
| ☐ Adult Signature Required | $ $0.00 | |
| ☐ Adult Signature Restricted Delivery | $ | |
| Postage | $0.90 | 01/12/2024 |
| $ | | |
| Total Postage and Fees | $4.45 | |
| $ | | |

Sent To Danso Law

Street and Apt. No., or PO Box No. 6100 Henry Ave STE 50

City, State, ZIP+4® Philadelphia, PA 19128-1502

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



CITY OF OSCEOLA
OFFICE OF CODE ENFORCMENT
303 WEST HALE AVENUE
P. O. BOX 443
OSCEOLA, AR 72370

(870) 563-5245 | Fax: 870.563.5195 or 870.497.2228

DATE OF NOTICE
**01/12/2024**

# NOTICE OF VIOLATION

Property Owner
Name: Danso Yaw
Address: 6100 Henry Ave. STE50
Philadelphia, PA 19128-+1502

Subject Property:
324 N. Ash
Osceola, AR 72370

Dear Property Owner:
YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

VIOLATION

5.04.01 Property Maintenance
It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.
5.04.02 Building Removal
All property owners within the City of Osceola, Arkansas are hereby required to tear down, remove and dispose of all dilapidated or unsightly buildings or structures existing on such property. Ord. No. 1991-650.

ACTION TO BE TAKEN:

This letter is to serve ar notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision at on February 20, 2024 at the regularly scheduled Osceola City Council meeting at 5:00 pm CST at 303 W. Hale Ave. Failure to appear in person or by representative shall constitute that you have no objections to this matter. Or if you wish to have the property torn down and would like to work with us on removing the property please contact the Code Enforcement Office at (870)563-5245.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS $100.00. EACH DAY IS A SEPARATE OFFENSE. THE CLEAN-UP BEING PERFORMED BY CITY OFFICIALS OF THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF $100.00 OR 10% OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED ORRECTING THE CONDITIONS. A LIEN UNPAID FEES.

Thank You,

Office of Code Enforcement

# DANSO YAW

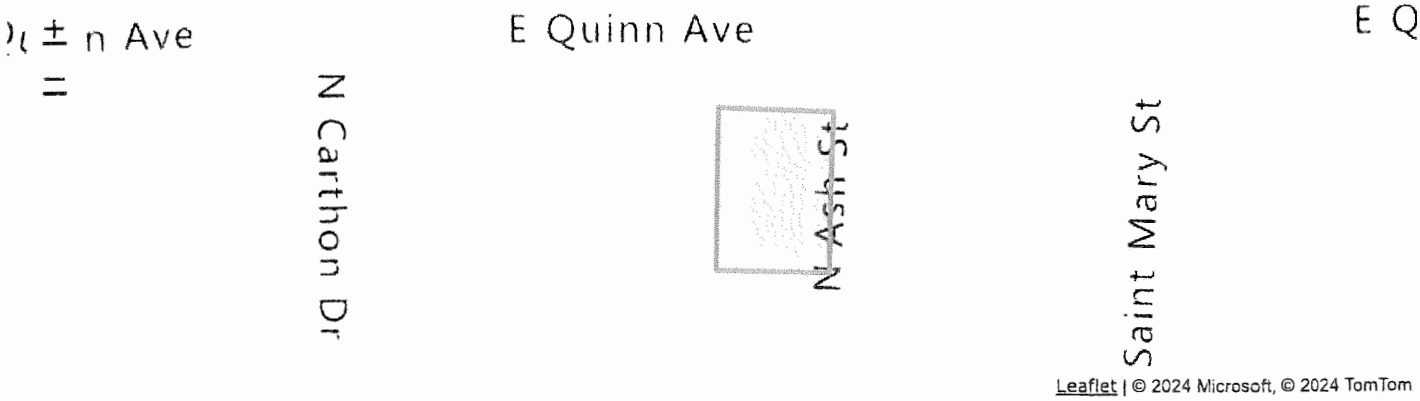
324 N ASH
OSCEOLA, AR 72370-2109

Last Power
11/13

Basic Information

| | |
|---|---|
| Parcel Number: | 301-02489-000 |
| County Name: | Mississippi County |
| Property Address: | DANSO YAW<br>324 N ASH<br>OSCEOLA, AR 72370-2109<br>**Map This Address** |
| Mailing Address: | DANSO YAW<br>6100 HENRY AVE STE 50<br>PHILADELPHIA PA 19128-1502 |
| Collector's Mailing Address: | DANSO YAW<br>6100 HENRY AVE STE 50<br>PHILADELPHIA, PA 19128-1502 |
| Total Acres: | 0.09 |
| Timber Acres: | 0.00 |
| Sec-Twp-Rng: | 36-13-10 |
| Lot/Block: | 10-1/ |
| Subdivision: | ROWLETT ADD |
| Legal Description: | LOT 10 & 11 REPLAT LOT 5 ROWLETT ADD 324 N ASH |
| School District: | 1N OSCEOLA |
| Improvement Districts: | D112,ST FRANCIS LEVEE DISTRICT |
| Homestead Parcel?: | No |
| Tax Status: | Taxable |
| Over 65?: | No |

Parcel Boundary




Land Information

| Land Type | Quantity | Front Width | Rear Width | Depth 1 | Depth 2 | Quarter |
|---|---|---|---|---|---|---|
| HOUSELOT | 0.09 acres [3,920 sqft] | 92 | 41 | | | |
| HOUSELOT2 | 1 lots [0 sqft] | | | | | |

Valuation Information **view prior year information**

| Entry | Appraised | Assessed |
|---|---|---|
| Land: | 1,500 | 300 |
| Improvements: | 0 | 0 |
| Total Value: | 1,500 | 300 |
| Taxable Value: | | 300 |
| Millage: | | 0.0564 |
| Estimated Taxes: | | $16.92 |
| Assessment Year: | | 2023 |

Tax Information

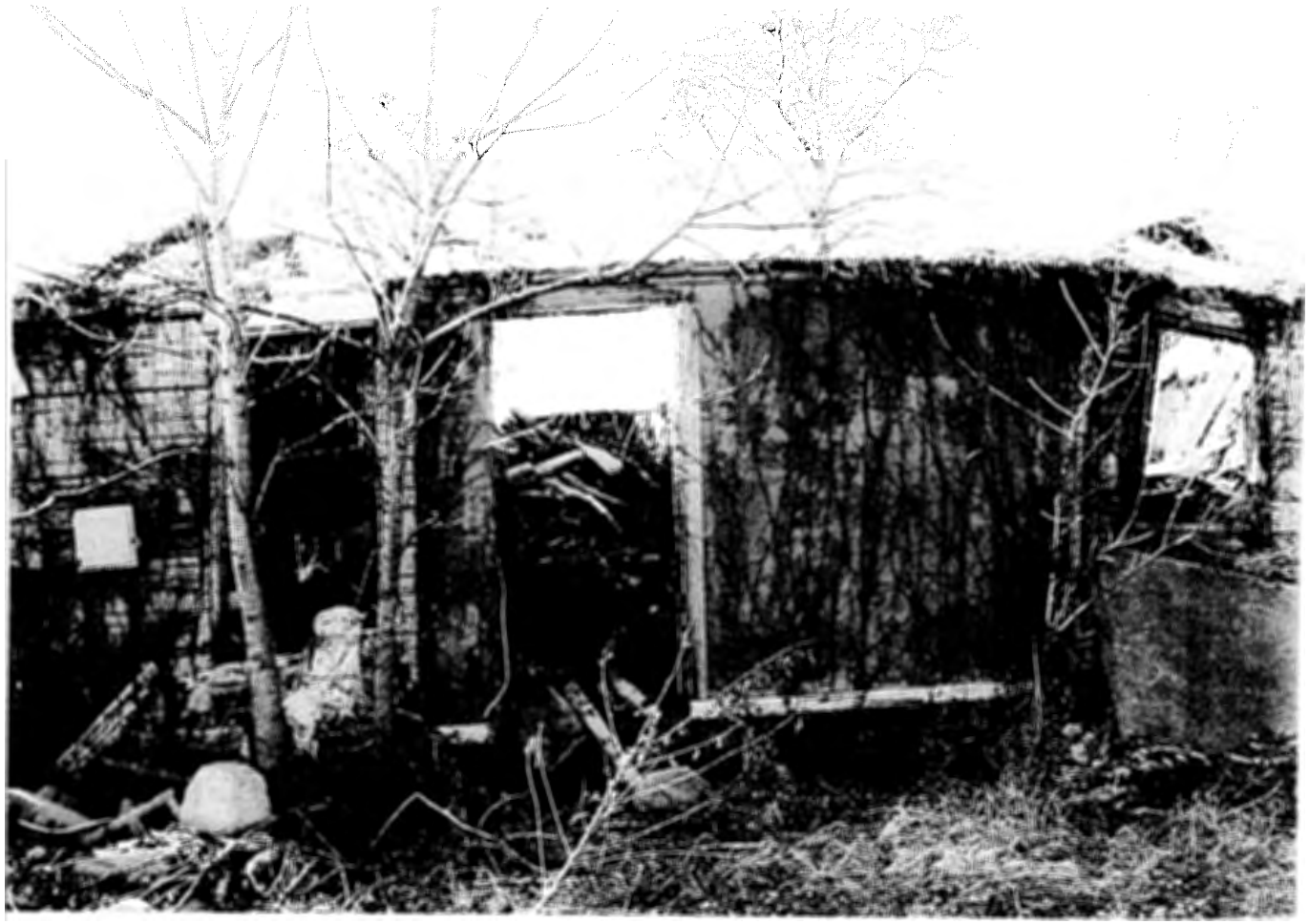
| Year | Book | Tax Owed | Tax Paid | Balance |
|---|---|---|---|---|
| 2022 | Current | $27.90 | -$27.90 | $0.00 |
| 2021 | Delinquent | $44.60 | -$44.60 | $0.00 |
| 2020 | Delinquent | $12.73 | -$12.73 | $0.00 |
| 2019 | Delinquent | $12.73 | -$12.73 | $0.00 |
| 2018 | Delinquent | $12.73 | -$12.73 | $0.00 |
| 2017 | Delinquent | $12.73 | -$12.73 | $0.00 |
| 2016 | Delinquent | $14.91 | -$14.91 | $0.00 |
| 2015 | Delinquent | $14.91 | -$14.91 | $0.00 |
| 2014 | Delinquent | $14.56 | -$14.56 | $0.00 |

Receipts

| Receipt # | Book | Tax Year | ReceiptDate | Cash Amt | Check Amt | Credit Amt | Total |
|---|---|---|---|---|---|---|---|
| 3657 | Current | 2022 | 4/5/2023 | $0.00 | $0.00 | $27.91 | **$27.91** |
| 7004993 | Delinquent | 2021 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |
| 7004993 | Delinquent | 2020 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |
| 7004993 | Delinquent | 2019 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |
| 7004993 | Delinquent | 2018 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |
| 7004993 | Delinquent | 2017 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |
| 7004993 | Delinquent | 2016 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |
| 7004993 | Delinquent | 2015 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |
| 7004993 | Delinquent | 2014 | 4/5/2023 | $0.00 | $0.00 | $202.11 | **$202.11** |

Sales History

| Filed | Sold | Price | Grantor | Grantee | Book | Page | Deed Type |
|---|---|---|---|---|---|---|---|
| 10/25/2022 | 10/12/2022 | 1,000 | ERVINO LLC | DANSO YAW | 2022 | 007632 | QCD(QUIT CLAIM DEED) |
| 10/4/2022 | 9/16/2022 | 0 | ST OF AR/MYLES BYRON | ERVINO LLC | 2022 | 007072 | LWD(LIMITED WARRANTY DEED) |
| 12/10/2014 | 12/10/2014 | 700 | JOHNSON, JOSEPH | MYLES, BYRON | 2014 | 7445 | QCD(QUIT CLAIM DEED) |
| 7/10/2014 | 7/8/2014 | 500 | WATSON, JAMES EDWARD | JOHNSON, JOSEPH | 2014 | 4219 | QCD(QUIT CLAIM DEED) |
| 5/30/2006 | 5/9/2006 | 1,000 | SANDERS, TONY LYDELL SR | WATSON, JAMES EDWARD | 2006 | 4752 | WD(WARRANTY DEED) |
| 3/5/2004 | 3/5/2004 | 0 | SANDERS, TONY LYDELL SR | SANDERS, TONY LYDELL SR | 291 | 167-168 | CD(CORRECTION DEED) |
| 2/26/2004 | 2/26/2004 | 0 | PUGH, DONNIE SR | SANDERS, TONY LYDELL SR | 291 | 111-112 | WD(WARRANTY DEED) |
| 3/23/2001 | 3/23/2001 | 0 | SANDERS, SR., TONY AND FRANCES | PUGH, DONNIE SR | 274 | 585-586 | WD(WARRANTY DEED) |
| 3/22/2000 | 3/22/2000 | 1,000 | COOPER, LULA MAE | SANDERS, SR., TONY AND FRANCES | 270 | 613-614 | WD(WARRANTY DEED) |
| 1/1/1994 | 1/1/1994 | 0 | | COOPER, LULA MAE | 138 | 160 | |



**Resolution No. 2024-_____**

**City of Osceola, Arkansas**

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 903 S. CARTHON ST. IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISACE AND CONDEMNING SAID STRUCTURES, AND FOR OTHER PURPOSES.**

**WHEREAS** the building and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

**WHEREAS**, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this sityation by removing, razing and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLSVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:**

**SECTION 1**: That the City Council herby declares the buildings, houses, and other structures located at the property identified in section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current

condition of said structures not being fir for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

**SECTION 2**: That the owner of record of the following described property has been give adequate notice thereof and is hereby directed to raze the same of otherwise abate the said nuisance within (30) days after the posting of a true copy of this resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LOT R-5 BLOCK K REPLAT LOTS 3 & 4 BLOCK K KEISER ADD** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number **301-01975-000** and more commonly known as **903 S. CARTHON ST.**, Osceola, Arkansas)

A copy of this Resolution shall also be mailed to **6402 STAPLETON COURT, HAMILTON, OH 45011**

**SECTION 3**: If the aforementioned structures have not been razed and/or removed within (30) days after posting a true copy of this Resolution in a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

**SECTION 4**: That the provisions of the Resolution are hereby declared to be severable and if any section phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

**SECTION 5**: That this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 22nd day of February 2024.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris, Jr

ATTEST: _____

City Clerk

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Hamilton OH 45011
OFFICIAL USE
0770
11
Certified Mail Fee $4.35 $3.55
$
Extra Services & Fees (check box, add fee as appropriate) $2.70
☐ Return Receipt (hardcopy) $ $0.00
☐ Return Receipt (electronic) $ $0.00
☐ Certified Mail Restricted Delivery $ $0.00
☐ Adult Signature Required $ $0.00
☐ Adult Signature Restricted Delivery $
Postage $0.90
$
Total Postage and Fees $8.00
$
Postmark Here
01/12/2024
Sent To Benjamin Phillips
Street and Apt. No., or PO Box No. 6402 Stapleton Ct
City, State, ZIP+4® Hamilton, OH 45011
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7022 0410 0000 8932 4329

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Benjamin Phillips
6402 Stapleton Ct
Hamilton, OH 45011

9590 9402 7485 2055 2618 74

2. Article Number *(Transfer from service label)*
7022 0410 0000 8932 4329

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

903

CITY OF OSCEOLA
OFFICE OF CODE ENFORCMENT
303 WEST HALE AVENUE
P. O. BOX 443
OSCEOLA, AR 72370

(870) 563-5245 | Fax: 870.563.5195 or 870.497.2228

DATE OF NOTICE
01/12/2024

# NOTICE OF VIOLATION

Property Owner
Name: Benjamin & Barbara Phillips
Address: 6402 Stapleton Ct.
Hamilton, OH 45011

Subject Property:
903 S. Carthon
Osceola, AR 72370

Dear Property Owner:
YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

VIOLATION

5.04.01 Property Maintenance
It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.
5.04.02 Building Removal
All property owners within the City of Osceola, Arkansas are hereby required to tear down, remove and dispose of all dilapidated or unsightly buildings or structures existing on such property. Ord. No. 1991-650.

ACTION TO BE TAKEN:

This letter is to serve ar notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision at on February 20, 2024 at the regularly scheduled Osceola City Council meeting at 5:00 pm CST at 303 W. Hale Ave. Failure to appear in person or by representative shall constitute that you have no objections to this matter. Or if you wish to have the property torn down and would like to work with us on removing the property please contact the Code Enforcement Office at (870)563-5245.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS $100.00. EACH DAY IS A SEPARATE OFFENSE. THE CLEAN-UP BEING PERFORMED BY CITY OFFICIALS OF THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF $100.00 OR 10% OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED ORRECTING THE CONDITIONS. A LIEN UNPAID FEES.

Thank You,

Office of Code Enforcement

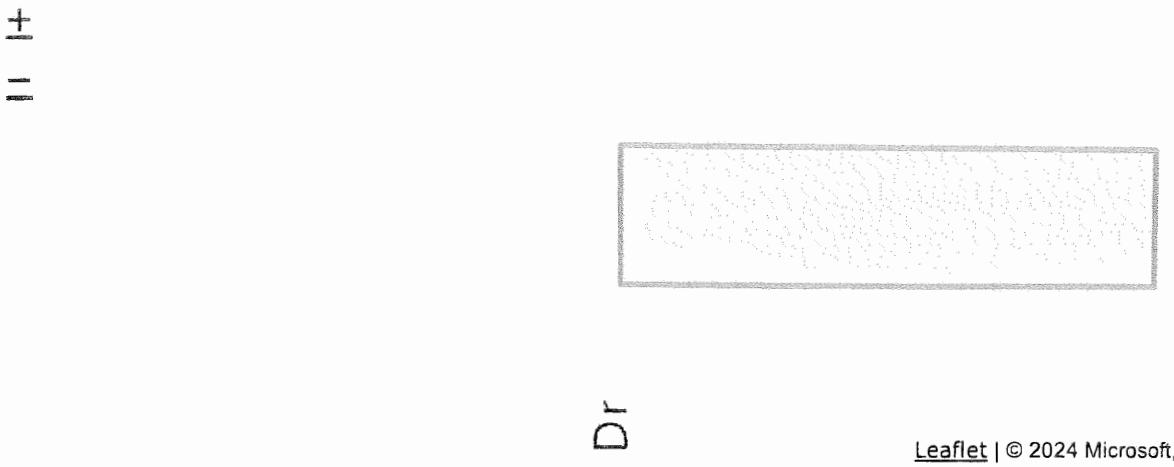
# PHILLIPS BENJAMIN & BARBARA J

903 S CARTHON ST (PECAN)
OSCEOLA, AR

Last Power 4/18

| Basic Information | |
|---|---|
| Parcel Number: | 301-01975-000 |
| County Name: | Mississippi County |
| Property Address: | PHILLIPS BENJAMIN & BARBARA J<br>903 S CARTHON ST (PECAN)<br>OSCEOLA, AR<br>**Map This Address** |
| Mailing Address: | PHILLIPS, BENJAMIN & BARBARA J<br>6402 STAPLETON COURT<br>HAMILTON OH 45011 |
| Collector's Mailing Address: | PHILLIPS, BENJAMIN & BARBARA J<br>6402 STAPLETON COURT<br>HAMILTON, OH 45011 |
| Total Acres: | 0.22 |
| Timber Acres: | 0.00 |
| Sec-Twp-Rng: | 01-12-10 |
| Lot/Block: | R-5/K |
| Subdivision: | KEISER ADD |
| Legal Description: | LOT R-5 BLOCK K REPLAT LOTS 3 & 4 BLOCK K KEISER ADD |
| School District: | 1N OSCEOLA |
| Improvement Districts: | D112,ST FRANCIS LEVEE DISTRICT |
| Homestead Parcel?: | Yes |
| Tax Status: | Taxable |
| Over 65?: | Yes |

Parcel Boundary




Land Information

| Land Type | Quantity | Front Width | Rear Width | Depth 1 | Depth 2 | Quarter |
|---|---|---|---|---|---|---|
| HOUSELOT | 0.22 acres [9,583 sqft] | 53 | 180 | | | |

Valuation Information **view prior year information**

| Entry | Appraised | Assessed |
|---|---|---|
| Land: | 3,000 | 600 |
| Improvements: | 37,705 | 7,541 |
| Total Value: | 40,705 | 8,141 |
| Taxable Value: | | 6,610 |
| Millage: | | 0.0564 |
| Estimated Taxes: | | $372.80 |
| Homestead Credit: | | ($372.80) |
| Estimated Taxes w Credit: | | $0.00 |
| Assessment Year: | | 2023 |

Tax Information

| Year | Book | Tax Owed | Tax Paid | Balance |
|---|---|---|---|---|
| 2022 | Current | $35.42 | -$35.42 | $0.00 |
| 2021 | Current | $35.42 | -$35.42 | $0.00 |
| 2020 | Current | $35.43 | -$35.43 | $0.00 |

Receipts

| Receipt # | Book | Tax Year | ReceiptDate | Cash Amt | Check Amt | Credit Amt | Total |
|---|---|---|---|---|---|---|---|
| 3435 | Current | 2022 | 4/3/2023 | $0.00 | $0.00 | $74.34 | **$74.34** |
| 2614 | Current | 2021 | 4/18/2022 | $0.00 | $0.00 | $73.76 | **$73.76** |
| 1897 | Current | 2020 | 5/11/2021 | $0.00 | $0.00 | $72.27 | **$72.27** |

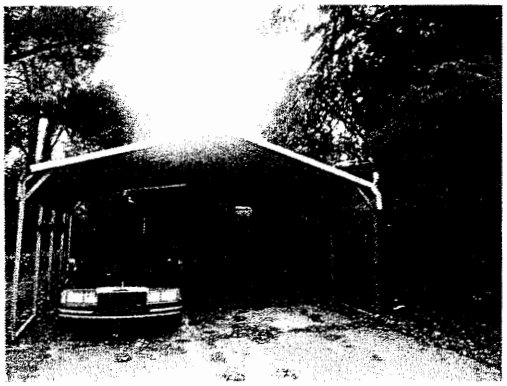
Sales History

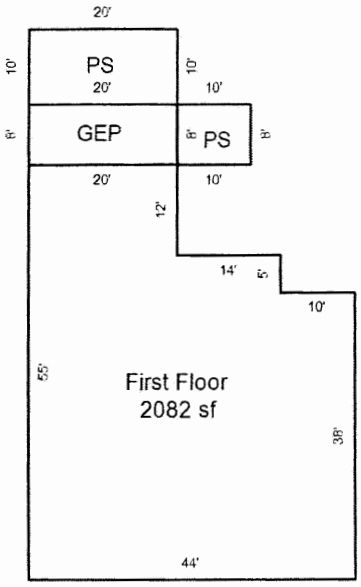
| Filed | Sold | Price | Grantor | Grantee | Book | Page | Deed Type |
|---|---|---|---|---|---|---|---|
| 4/1/1976 | 4/1/1976 | 0 | WILLIS, WILLIE J. | PHILLIPS, BENJAMIN | 166 | 100 | |
| 4/1/1976 | 4/1/1976 | 0 | WILLIS, WILLIE J. | PHILLIPS, BENJAMIN | 166 | 100 | WD(WARRANTY DEED) |
| 1/7/1971 | 1/7/1971 | 0 | ROBBINS BROTHERS | WILLIS, WILLIE J. | 146 | 371 | |
| 8/6/1968 | 8/6/1968 | 0 | AUSTIN, OTIS H. | ROBBINS BROTHERS | 137 | 351 | |
| 6/8/1968 | 6/8/1968 | 0 | PLANTERS BANK | AUSTIN, OTIS H. | 136 | 148 | |
| 9/7/1967 | 9/7/1967 | 0 | ROBBINS BROTHERS | PLANTERS BANK | 132 | 245 | |
| 7/6/1967 | 7/6/1967 | 0 | LANEY, W.H. | ROBBINS BROTHERS | 134 | 19 | |
| 1/1/1951 | 1/1/1951 | 0 | | LANEY, W.H. | | | |

Improvement Information

Residential Improvements

Residential Improvement #1






| | | | |
|---|---|---|---|
| Living Area 1st Floor | 2,082 | Basement Unfinished | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | 0 |
| | | Basement Finished w/o Partitions | 0 |
| **Living Area Total SF** | **2,082** | **Basement Total SF** | **0** |

| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D5+15 |
| Story Height: | 1 Story |
| Year Built: | 1972 |
| Effective Age: | 40 |
| Construction Type: | Std Frame |
| Roof Type: | Asphalt |
| Heat / AC: | Central |
| Fireplace: | 1 Single 1-Story Good |
| Bathrooms: | 2 full 0 half |
| Foundation Type: | Slab |
| Floor Type: | Elevated Slab |
| Floor Covering: | carpet: 2,082 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| PS | 80 | 8 x 10 | PATIO SLAB |
| PS | 200 | 10 x 20 | PATIO SLAB |
| GEP | 160 | 8 x 20 | GLASS ENCLOSED |

Outbuildings / Yard Improvements:

| OBYI Item | Quantity | Size | Description |
|---|---|---|---|
| CDW | 884 | 26 x 34 | CONCRETE DRIVEWAY |
| CPA | 1 | | |
| FRAME UNFIN DETACHED | 1 | | |
| MOB | 1 | | |

**Resolution No. 2024-_____**

**City of Osceola, Arkansas**

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 415 & 419 BOWEN IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISACE AND CONDEMNING SAID STRUCTURES, AND FOR OTHER PURPOSES.**

**WHEREAS** the building and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

**WHEREAS**, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this sityation by removing, razing and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLSVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:**

**SECTION 1**: That the City Council herby declares the buildings, houses, and other structures located at the property identified in section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current

condition of said structures not being fir for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

**SECTION 2**: That the owner of record of the following described property has been give adequate notice thereof and is hereby directed to raze the same of otherwise abate the said nuisance within (30) days after the posting of a true copy of this resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **E137' W265' S68'LT1 415 & 419 E BOWEN TOWN LOTS WEST 415-419 WEST BOWEN** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number **301-02553-000** and more commonly known as **415 & 419 BOWEN.**, Osceola, Arkansas)

A copy of this Resolution shall also be mailed to **200 WATSON ST., OSCEOLA, AR 72370**

**SECTION 3**: If the aforementioned structures have not been razed and/or removed within (30) days after posting a true copy of this Resolution in a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

**SECTION 4**: That the provisions of the Resolution are hereby declared to be severable and if any section phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

**SECTION 5**: That this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 22nd day of February 2024.

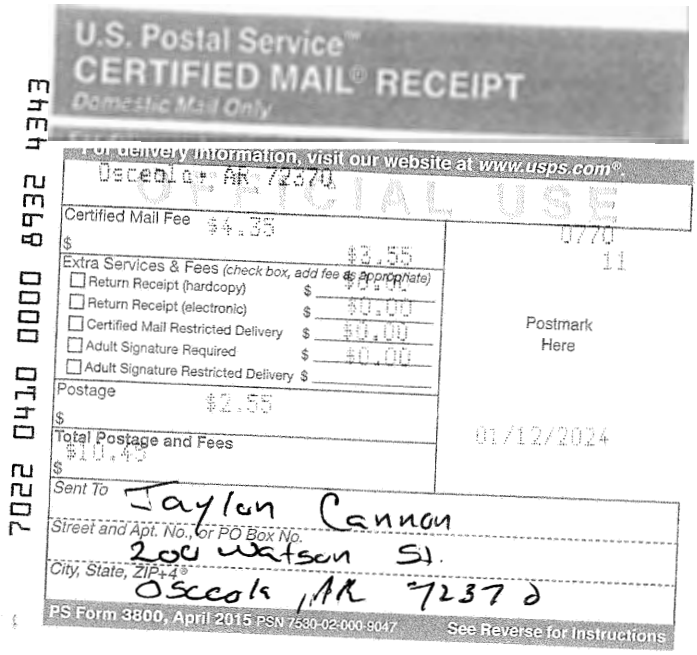
CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris, Jr

ATTEST: _____

City Clerk



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For delivery information, visit our website at www.usps.com®

Osceola AR 72370

OFFICIAL USE

Certified Mail Fee $4.35 — $3.55
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $ $3.15
- Return Receipt (electronic) $ $0.00
- Certified Mail Restricted Delivery $ $0.00
- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $

Postage $2.55
Total Postage and Fees $10.45

0770
11

Postmark Here

01/12/2024

Sent To Jaylon Cannon
Street and Apt. No., or PO Box No. 200 Watson St.
City, State, ZIP+4® Osceola, AR 72370

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 8932 4343

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jaylon Cannon
200 Watson St
Osceola, AR 72370

9590 9402 7485 2055 2618 98

2. Article Number (Transfer from service label)
7022 0410 0000 8932 4343

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jaylon Cannon — C. Date of Delivery 1-26-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

419

415

CITY OF OSCEOLA
OFFICE OF CODE ENFORCMENT
303 WEST HALE AVENUE
P. O. BOX 443
OSCEOLA, AR 72370

(870) 563-5245 | Fax: 870.563.5195 or 870.497.2228

DATE OF NOTICE
**01/12/2024**

# NOTICE OF VIOLATION

Property Owner
Name: Jaylon Cannon
Address: 200 Watson Ave.
Osceola, AR 72370

Subject Property:
415 & 419 Bowen
Osceola, AR 72370

Dear Property Owner:
YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

VIOLATION

5.04.01 Property Maintenance
It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.
5.04.02 Building Removal
All property owners within the City of Osceola, Arkansas are hereby required to tear down, remove and dispose of all dilapidated or unsightly buildings or structures existing on such property. Ord. No. 1991-650.

ACTION TO BE TAKEN:

This letter is to serve ar notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision at on February 20, 2024 at the regularly scheduled Osceola City Council meeting at 5:00 pm CST at 303 W. Hale Ave. Failure to appear in person or by representative shall constitute that you have no objections to this matter. Or if you wish to have the property torn down and would like to work with us on removing the property please contact the Code Enforcement Office at (870)563-5245.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS $100.00. EACH DAY IS A SEPARATE OFFENSE. THE CLEAN-UP BEING PERFORMED BY CITY OFFICIALS OF THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF $100.00 OR 10% OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED ORRECTING THE CONDITIONS. A LIEN UNPAID FEES.

Thank You,

Office of Code Enforcement

# CANNON JAYLON

415 419 E BOWEN
OSCEOLA, AR 72315-6012

Last Power
415 – 12/20
419 – 11/19

Basic Information

| | |
|---|---|
| Parcel Number: | 301-02553-000 |
| County Name: | Mississippi County |
| Property Address: | CANNON JAYLON<br>415 419 E BOWEN<br>OSCEOLA, AR 72315-6012<br>**Map This Address** |
| Mailing Address: | CANNON JAYLON D<br>200 WATSON AVE<br>OSCEOLA AR 72370 |
| Collector's Mailing Address: | CANNON JAYLON D<br>200 WATSON AVE<br>OSCEOLA, AR 72370-2029 |
| Total Acres: | 0.21 |
| Timber Acres: | 0.00 |
| Sec-Twp-Rng: | 31-13-11 |
| Lot/Block: | 1/ |
| Subdivision: | TOWN LOTS WEST OF LEVEE ADD |
| Legal Description: | E137' W265' S68' LT 1 415 & 419 E BOWEN TOWN LOTS WEST 415-419 WEST BOWEN |
| School District: | 1N OSCEOLA |
| Improvement Districts: | D112,ST FRANCIS LEVEE DISTRICT |
| Homestead Parcel?: | No |
| Tax Status: | Taxable |
| Over 65?: | No |

Parcel Boundary

Land Information

| Land Type | Quantity | Front Width | Rear Width | Depth 1 | Depth 2 | Quarter |
|---|---|---|---|---|---|---|
| HOUSELOT | 0.21 acres [9,147 sqft] | 137 | 68 | | | |

Valuation Information **view prior year information**

| Entry | Appraised | Assessed |
|---|---|---|
| Land: | 2,000 | 400 |
| Improvements: | 26,860 | 5,372 |
| Total Value: | 28,860 | 5,772 |
| Taxable Value: | | 5,772 |
| Millage: | | 0.0564 |
| Estimated Taxes: | | $325.54 |
| Assessment Year: | | 2023 |

Tax Information

| Year | Book | Tax Owed | Tax Paid | Balance |
|---|---|---|---|---|
| 2022 | Delinquent | $379.89 | $0.00 | $379.89 |
| 2021 | Current | $201.31 | -$201.31 | $0.00 |
| 2020 | Current | $201.31 | -$201.31 | $0.00 |

Receipts

| Receipt # | Book | Tax Year | ReceiptDate | Cash Amt | Check Amt | Credit Amt | Total |
|---|---|---|---|---|---|---|---|
| 5625 | Current | 2021 | 6/1/2022 | $0.00 | $0.00 | $384.58 | **$384.58** |
| 6020 | Current | 2020 | 6/30/2021 | $0.00 | $19,773.87 | $0.00 | **$19,773.87** |

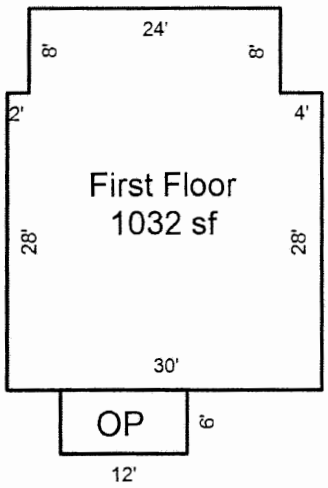
Sales History

| Filed | Sold | Price | Grantor | Grantee | Book | Page | Deed Type |
|---|---|---|---|---|---|---|---|
| 4/27/2021 | 4/27/2021 | 0 | T L ADAMS PROPERTIES LLC | CANNON JAYLON | 2021 | 002784 | QCD(QUIT CLAIM DEED) |
| 3/10/2021 | 3/10/2021 | 0 | T L ADAMS PROPERTIES LLC | T L ADAMS PROPERTIES LLC | 2021 | 001430 | |
| 12/31/2020 | 12/31/2020 | 0 | ADAMS, TRACY & LISA JOHN ADAMS | T L ADAMS PROPERTIES LLC | 2020 | 08664 | |
| 5/17/2017 | 5/12/2017 | 0 | ADAMS, LISA JOHN | ADAMS, TRACY & LISA JOHN ADAMS | 2017 | 3008 | |
| 6/28/2012 | 6/27/2012 | 0 | CHURCH TABERNACLE OF PRAISE | ADAMS, LISA JOHN | 2012 | 3524 | QCD(QUIT CLAIM DEED) |
| 4/12/2012 | 4/11/2012 | 0 | HARSHMAN RENTALS LLC | CHURCH TABERNACLE OF PRAISE | 2012 | 2128 | |
| 10/12/2011 | 10/6/2011 | 0 | HARSHMAN RENTALS LLC | HARSHMAN RENTALS LLC | 2011 | 6214 | |
| 9/9/2011 | 9/22/2011 | 0 | OSCEOLA, CITY OF | HARSHMAN RENTALS LLC | 2011 | 5693 | |
| 4/8/2011 | 4/8/2011 | 0 | HARSHMAN RENTALS, LLC SALES CONTRACT | OSCEOLA, CITY OF | 2011 | 2260 | |
| 6/11/2001 | 6/11/2001 | 0 | HARSHMAN, SHIRLEY | HARSHMAN RENTALS, LLC SALES CONTRACT | 276 | 26-31 | |
| 1/1/1992 | 1/1/1992 | 0 | HARSHMAN, SHIRLEY | HARSHMAN, SHIRLEY | 231 | 393 | |
| 2/1/1991 | 2/1/1991 | 0 | HARSHMAN, EDWARD & SHIRLEY | HARSHMAN, SHIRLEY | 227 | 202 | |
| 2/1/1991 | 2/1/1991 | 0 | HARSHMAN, EDWARD & SHIRLEY | HARSHMAN, SHIRLEY | 227 | 202 | |
| 12/1/1983 | 12/1/1983 | 0 | HARSHMAN, EDWARD & SHIRLEY | HARSHMAN, EDWARD & SHIRLEY | 199 | 86 | |
| 10/1/1983 | 10/1/1983 | 0 | MOORE, FAYE T | HARSHMAN, EDWARD & SHIRLEY | 198 | 564 | |
| 1/1/1951 | 1/1/1951 | 0 | | MOORE, FAYE T | | | |

Improvement Information

Residential Improvements

Residential Improvement #1



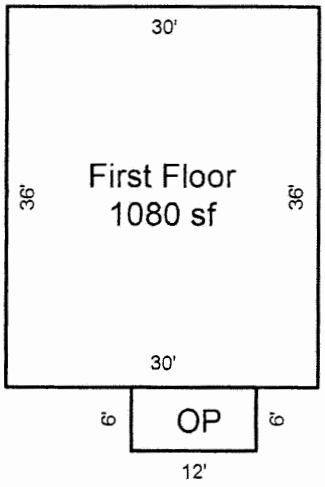

| | | | |
|---|---|---|---|
| Living Area 1st Floor | 1,032 | Basement Unfinished | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | 0 |
| | | Basement Finished w/o Partitions | 0 |
| **Living Area Total SF** | **1,032** | **Basement Total SF** | **0** |

| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D5+5 |
| Story Height: | 1 Story |
| Year Built: | 1983 |
| Effective Age: | 32 |
| Construction Type: | Std Frame |
| Roof Type: | Asphalt |
| Heat / AC: | Floor/Wall Furnace |
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |
| Foundation Type: | Closed Piers |
| Floor Type: | Wood Subfloor |
| Floor Covering: | carpet: 1,032 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| OP | 72 | 6 x 12 | OPEN PORCH |

Residential Improvement #2




| | | | |
|---|---|---|---|
| Living Area 1st Floor | 1,080 | Basement Unfinished | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | 0 |
| | | Basement Finished w/o Partitions | 0 |
| **Living Area Total SF** | **1,080** | **Basement Total SF** | **0** |

| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D5-10 |
| Story Height: | 1 Story |
| Year Built: | 1979 |
| Effective Age: | 35 |
| Construction Type: | Std Frame |
| Roof Type: | Asphalt |
| Heat / AC: | Floor/Wall Furnace |
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |
| Foundation Type: | Open Piers |
| Floor Type: | Wood Subfloor |
| Floor Covering: | carpet: 1,080 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| OP | 72 | 6 x 12 | OPEN PORCH |

**Resolution No. 2024-_____**

**City of Osceola, Arkansas**

**A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 408 - 412 BOWEN IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISACE AND CONDEMNING SAID STRUCTURES, AND FOR OTHER PURPOSES.**

**WHEREAS** the building and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

**WHEREAS**, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this sityation by removing, razing and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola and they should be removed or razed for the purpose of eliminating such hazards.

**NOW, THEREFORE BE IT RESOLSVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:**

**SECTION 1**: That the City Council herby declares the buildings, houses, and other structures located at the property identified in section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current

condition of said structures not being fir for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

**SECTION 2**: That the owner of record of the following described property has been give adequate notice thereof and is hereby directed to raze the same of otherwise abate the said nuisance within (30) days after the posting of a true copy of this resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **E100' N85' LOT 3 TOWN LOTS WEST 408-412 BOWEN** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number **301-02567-000** and more commonly known as **408 - 412 BOWEN**, Osceola, Arkansas)

A copy of this Resolution shall also be mailed to **200 WATSON ST., OSCEOLA, AR 72370**

**SECTION 3**: If the aforementioned structures have not been razed and/or removed within (30) days after posting a true copy of this Resolution in a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

**SECTION 4**: That the provisions of the Resolution are hereby declared to be severable and if any section phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

**SECTION 5**: That this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 22nd day of February 2024.

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Joe Harris, Jr

ATTEST: _____

City Clerk

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Osceola, AR 72370

OFFICIAL USE

Certified Mail Fee $4.35 — $3.55
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ — $0.00
- ☐ Return Receipt (electronic) $ — $0.00
- ☐ Certified Mail Restricted Delivery $ — $0.00
- ☐ Adult Signature Required $ — $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $2.55
Total Postage and Fees $10.45

0770
11

Postmark Here

01/12/2024

Sent To Jaylon Cannon
Street and Apt. No., or PO Box No. 200 Watson St.
City, State, ZIP+4® Osceola, AR 72370

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 8932 4343

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jaylon Cannon
200 Watson St
Osceola, AR 72370

9590 9402 7485 2055 2618 98

2. Article Number (Transfer from service label)
7022 0410 0000 8932 4343

***COMPLETE THIS SECTION ON DELIVERY***

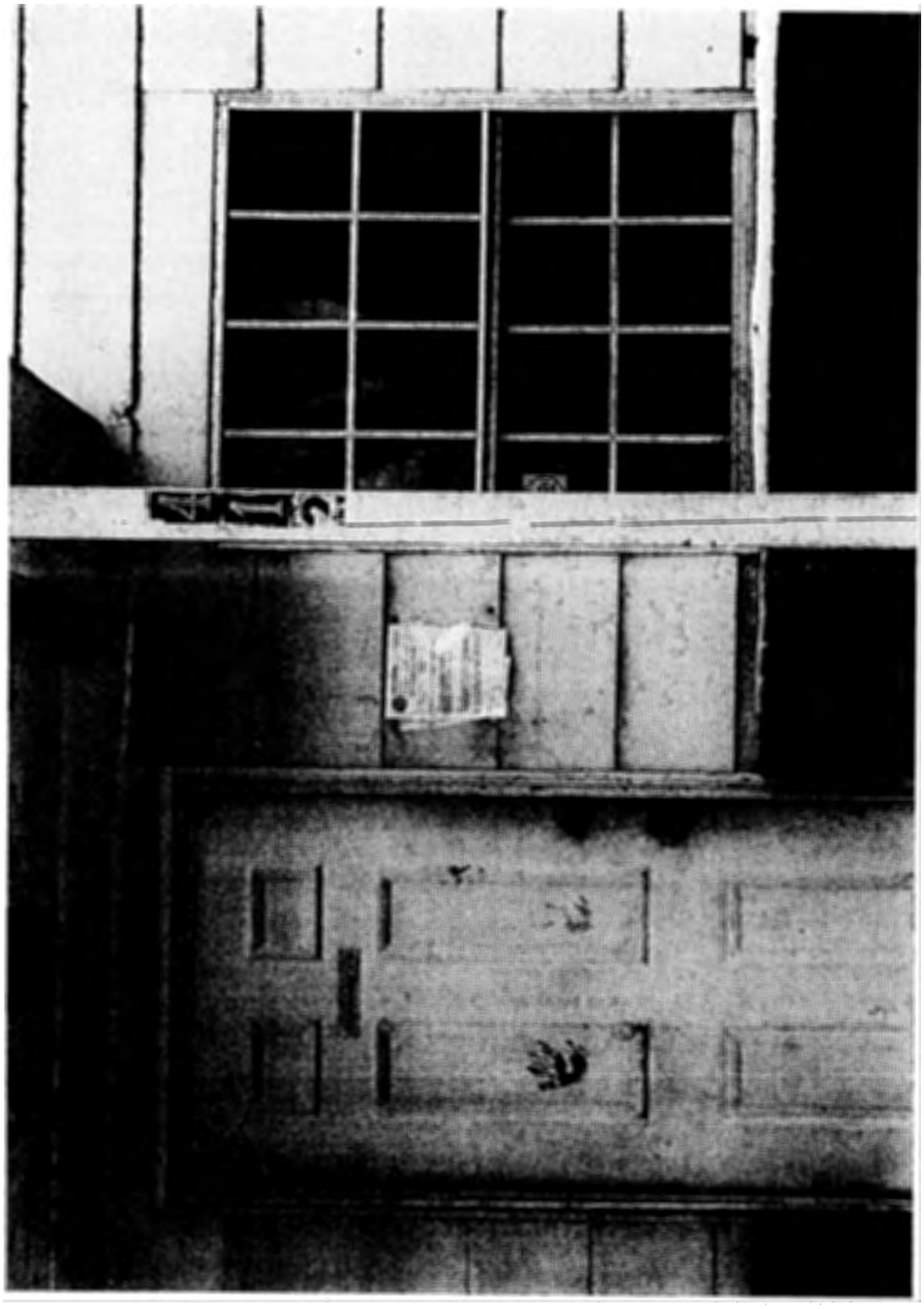
A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Jaylon Cannon
C. Date of Delivery 1-26-24

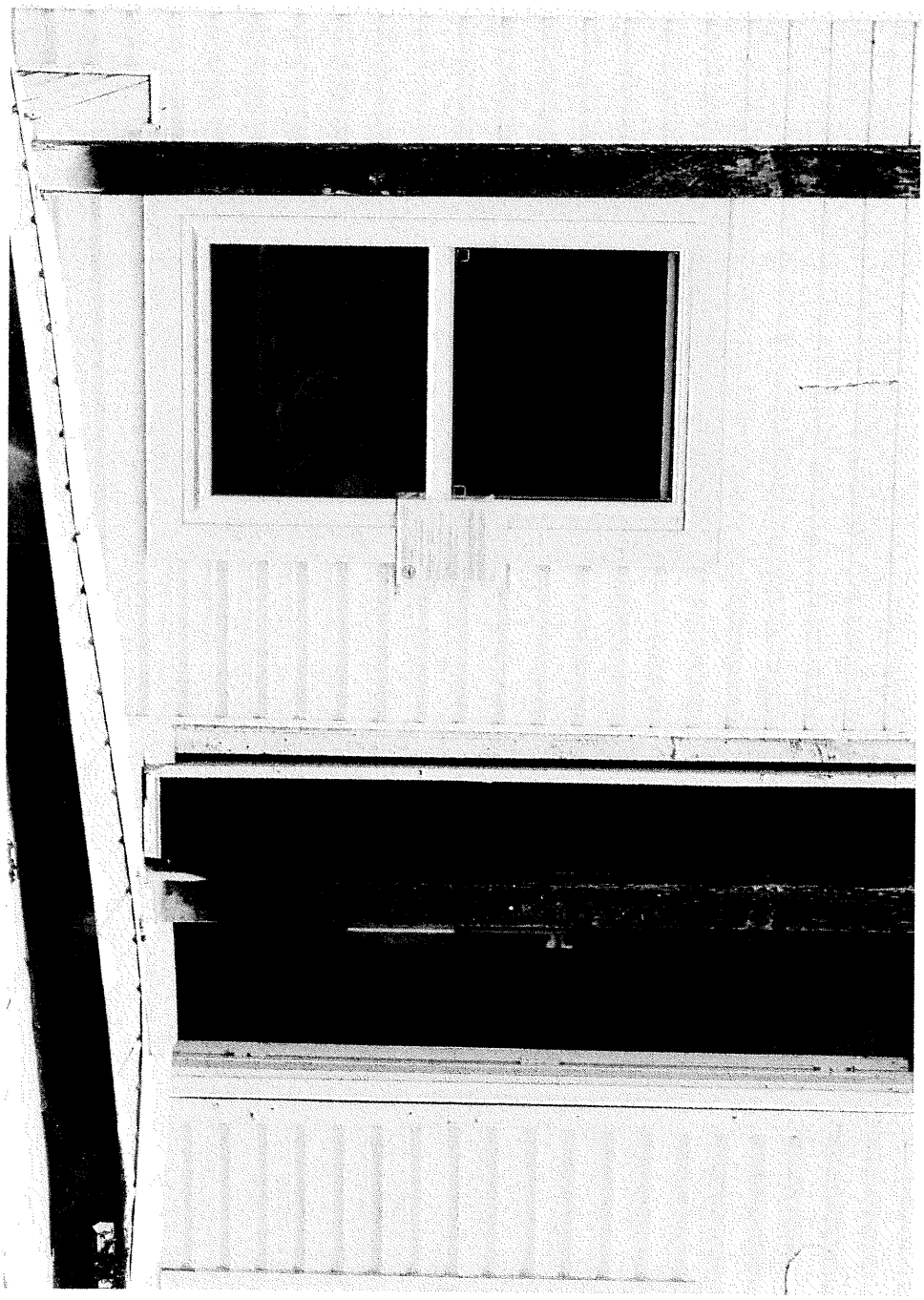
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



410



CITY OF OSCEOLA
OFFICE OF CODE ENFORCMENT
303 WEST HALE AVENUE
P. O. BOX 443
OSCEOLA, AR 72370

(870) 563-5245 | Fax: 870.563.5195 or 870.497.2228

DATE OF NOTICE
**01/12/2024**

# NOTICE OF VIOLATION

Property Owner
Name: Jaylon Cannon
Address: 200 Watson Ave.
Osceola, AR 72370

Subject Property:
408-412 Bowen
Osceola, AR 72370

Dear Property Owner:
YOU ARE HEREBY NOTIFIED TO DO THE FOLLOWING TO CORRECT THE VIOLATION(S) INDICATED BELOW:

VIOLATION

5.04.01 Property Maintenance
It shall be unlawful for the owner, owners or occupant of any lot or other real property within the City of Osceola, Arkansas to maintain or allow any dilapidated or unsightly building or structure on such lot or real property. Ord. No. 1991-650.
5.04.02 Building Removal
All property owners within the City of Osceola, Arkansas are hereby required to tear down, remove and dispose of all dilapidated or unsightly buildings or structures existing on such property. Ord. No. 1991-650.

ACTION TO BE TAKEN:

This letter is to serve ar notice that your property is being considered as being placed on the condemned property list. You are hereby notified that you may appeal this decision at on February 20, 2024 at the regularly scheduled Osceola City Council meeting at 5:00 pm CST at 303 W. Hale Ave. Failure to appear in person or by representative shall constitute that you have no objections to this matter. Or if you wish to have the property torn down and would like to work with us on removing the property please contact the Code Enforcement Office at (870)563-5245.

FAILURE TO CORRECT VIOLATION(S) WILL RESULT IN ISSUANCE OF A COURT SUMMONS TO APPEAR IN DISTRICT COURT. THE MAXIMUM FINE PER COURT SUMMONS IS $100.00. EACH DAY IS A SEPARATE OFFENSE. THE CLEAN-UP BEING PERFORMED BY CITY OFFICIALS OF THE PROPERTY WILL RESULT IN PAYMENT AT THE OWNER(S) EXPENSE OF $100.00 OR 10% OF THE TOTAL COSTS INCURRED BY THE CITY TO REMEDY THE VIOLATION, WHICHEVER IS GREATER, AND AN ADDITION OF THE ACTUAL COST OF THE WORK INVOLVED ORRECTING THE CONDITIONS. A LIEN UNPAID FEES.

Thank You,

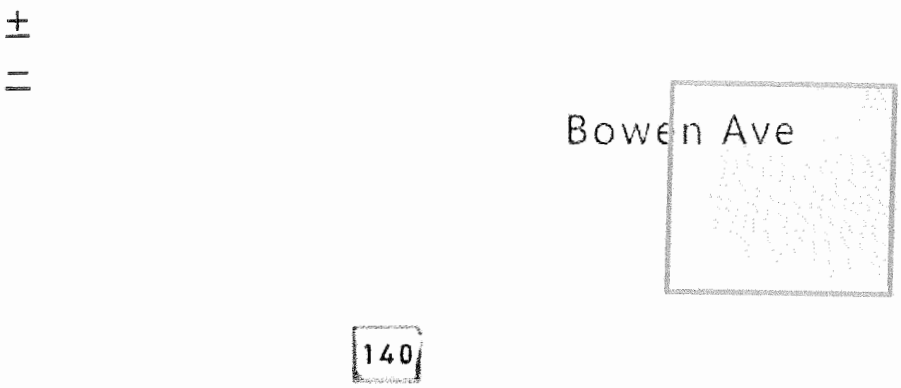
Office of Code Enforcement

# CANNON JAYLON

408 -412 BOWEN
OSCEOLA, AR 72315-6012

Last Paid
408 – 7/17
410 – 8/21
412 – 10/20

| | |
|---|---|
| Basic Information | |
| Parcel Number: | 301-02567-000 |
| County Name: | Mississippi County |
| Property Address: | CANNON JAYLON<br>408 -412 BOWEN<br>OSCEOLA, AR 72315-6012<br>**Map This Address** |
| Mailing Address: | CANNON JAYLON D<br>200 WATSON AVE<br>OSCEOLA AR 72370 |
| Collector's Mailing Address: | CANNON JAYLON D<br>200 WATSON AVE<br>OSCEOLA, AR 72370-2029 |
| Total Acres: | 0.20 |
| Timber Acres: | 0.00 |
| Sec-Twp-Rng: | 31-13-11 |
| Lot/Block: | 3/ |
| Subdivision: | TOWN LOTS WEST OF LEVEE ADD |
| Legal Description: | E100' N85' LOT 3 TOWN LOTS WEST 408-412 BOWEN |
| School District: | 1N OSCEOLA |
| Improvement Districts: | D112,ST FRANCIS LEVEE DISTRICT |
| Homestead Parcel?: | No |
| Tax Status: | Taxable |
| Over 65?: | No |
| Parcel Boundary | |




Land Information

| Land Type | Quantity | Front Width | Rear Width | Depth 1 | Depth 2 | Quarter |
|---|---|---|---|---|---|---|
| HOUSELOT | 0.20 acres [8,712 sqft] | 100 | 85 | | | |

Valuation Information — view prior year information

| Entry | Appraised | Assessed |
|---|---|---|
| Land: | 2,000 | 400 |
| Improvements: | 29,655 | 5,931 |
| Total Value: | 31,655 | 6,331 |
| Taxable Value: | | 6,331 |
| Millage: | | 0.0564 |
| Estimated Taxes: | | $357.07 |
| Assessment Year: | | 2023 |

Tax Information

| Year | Book | Tax Owed | Tax Paid | Balance |
|---|---|---|---|---|
| 2022 | Delinquent | $384.60 | $0.00 | $384.60 |
| 2021 | Current | $183.27 | -$183.27 | $0.00 |
| 2020 | Current | $183.27 | -$183.27 | $0.00 |

Receipts

| Receipt # | Book | Tax Year | ReceiptDate | Cash Amt | Check Amt | Credit Amt | Total |
|---|---|---|---|---|---|---|---|
| 5625 | Current | 2021 | 6/1/2022 | $0.00 | $0.00 | $384.58 | **$384.58** |
| 6020 | Current | 2020 | 6/30/2021 | $0.00 | $19,773.87 | $0.00 | **$19,773.87** |

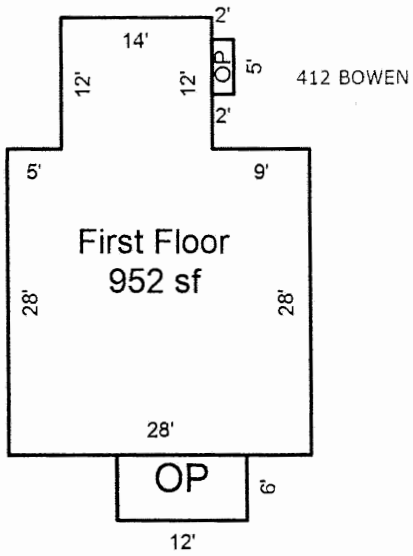
Sales History

| Filed | Sold | Price | Grantor | Grantee | Book | Page | Deed Type |
|---|---|---|---|---|---|---|---|
| 4/27/2021 | 4/27/2021 | 0 | T L ADAMS PROPERTIES LLC | CANNON JAYLON | 2021 | 002786 | QCD(QUIT CLAIM DEED) |
| 3/10/2021 | 3/10/2021 | 0 | T L ADAMS PROPERTIES LLC | T L ADAMS PROPERTIES LLC | 2021 | 001430 | |
| 12/31/2020 | 12/31/2020 | 0 | ADAMS, LISA JOHN & TRACY ADAMS | T L ADAMS PROPERTIES LLC | 2020 | 08664 | QCD(QUIT CLAIM DEED) |
| 10/4/2012 | 9/27/2012 | 12,000 | STOVALL, WILLIAM WINDELL | ADAMS, LISA JOHN & TRACY ADAMS | 2012 | 5359 | WD(WARRANTY DEED) |
| 1/10/2005 | 1/10/2005 | 18,000 | HARSHMAN RENTALS, LLC | STOVALL, WILLIAM WINDELL | 296 | 272-273 | WD(WARRANTY DEED) |
| 6/11/2001 | 6/11/2001 | 0 | HARSHMAN, SHIRLEY | HARSHMAN RENTALS, LLC | 276 | 26-31 | QCD(QUIT CLAIM DEED) |
| 2/1/1991 | 2/1/1991 | 0 | | HARSHMAN, SHIRLEY | 227 | 202 | |
| 12/1/1983 | 12/1/1983 | 0 | HARSHMAN, EDWARD W & SHIRLEY | | 199 | 86 | |
| 10/1/1983 | 10/1/1983 | 0 | | HARSHMAN, EDWARD W & SHIRLEY | 198 | 564 | |
| 11/1/1980 | 11/1/1980 | 0 | | | 187 | 726 | |
| 2/1/1979 | 2/1/1979 | 0 | GIBSON, MARSHA ANN | | 178 | 81 | |
| 7/1/1978 | 7/1/1978 | 0 | GIBSON, MICHAEL L | GIBSON, MARSHA ANN | 174 | 344 | |
| 7/1/1978 | 7/1/1978 | 0 | GIBSON, MICHAEL L | GIBSON, MARSHA ANN | 174 | 344 | |
| 7/2/1977 | 7/2/1977 | 0 | MOORE, MITCHELL D | GIBSON, MICHAEL L | 172 | 375 | |
| 7/1/1977 | 7/1/1977 | 0 | ALEXANDER REALTY CO | MOORE, MITCHELL D | 172 | 373 | |
| 7/1/1975 | 7/1/1975 | 0 | | ALEXANDER REALTY CO | 163 | 169 | |

Improvement Information

Residential Improvements

Residential Improvement #1




| | | | | |
|---|---|---|---|---|
| Living Area 1st Floor | 952 | Basement Unfinished | | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | | 0 |
| | | Basement Finished w/o Partitions | | 0 |
| **Living Area Total SF** | **952** | **Basement Total SF** | | **0** |

Occupancy Type: Single Family

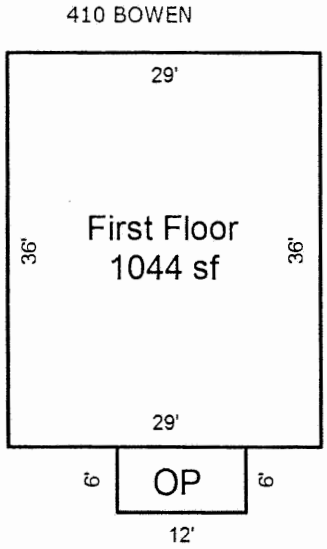
Grade: D5

| | |
|---|---|
| Story Height: | 1 Story |
| Year Built: | 1980 |
| Effective Age: | 37 |
| Construction Type: | Std Frame |
| Roof Type: | Asphalt |
| Heat / AC: | Central |
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |
| Foundation Type: | Closed Piers |
| Floor Type: | Wood Subfloor |
| Floor Covering: | carpet: 952 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| OP | 10 | 2 x 5 | OPEN PORCH |
| OP | 72 | 6 x 12 | OPEN PORCH |
| WC | 136 | 136 x 1 | BRICK/STONE WAINSCT |

Residential Improvement #2




| | | | |
|---|---|---|---|
| Living Area 1st Floor | 1,044 | Basement Unfinished | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | 0 |
| | | Basement Finished w/o Partitions | 0 |
| **Living Area Total SF** | **1,044** | **Basement Total SF** | **0** |

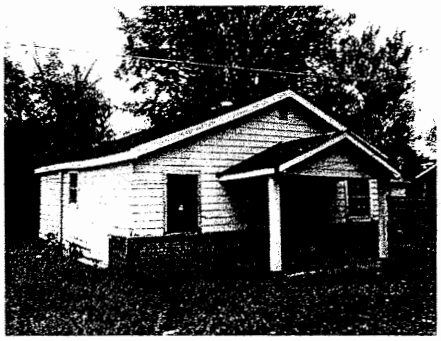
| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D5 |
| Story Height: | 1 Story |
| Year Built: | Year Built Not Available |
| Effective Age: | 40 |

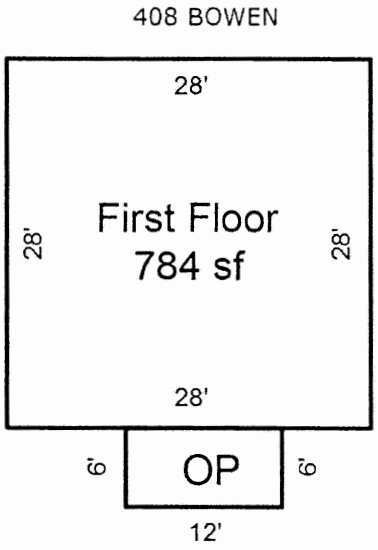
| | |
|---|---|
| Construction Type: | Std Frame |
| Roof Type: | Fiberglass |
| Heat / AC: | None |
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |
| Foundation Type: | Open Piers |
| Floor Type: | Wood Subfloor |
| Floor Covering: | carpet: 1,044 sq ft |

Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| OP | 72 | 6 x 12 | OPEN PORCH |

Residential Improvement #3






| | | | |
|---|---|---|---|
| Living Area 1st Floor | 784 | Basement Unfinished | 0 |
| Living Area 2nd Floor | 0 | Basement Finished w/Partitions | 0 |
| | | Basement Finished w/o Partitions | 0 |
| **Living Area Total SF** | **784** | **Basement Total SF** | **0** |

| | |
|---|---|
| Occupancy Type: | Single Family |
| Grade: | D5 |
| Story Height: | 1 Story |
| Year Built: | 1979 |
| Effective Age: | 40 |
| Construction Type: | Std Frame |
| Roof Type: | Asphalt |
| Heat / AC: | None |
| Fireplace: | 0 0 |
| Bathrooms: | 1 full 0 half |

Foundation Type: Closed Piers

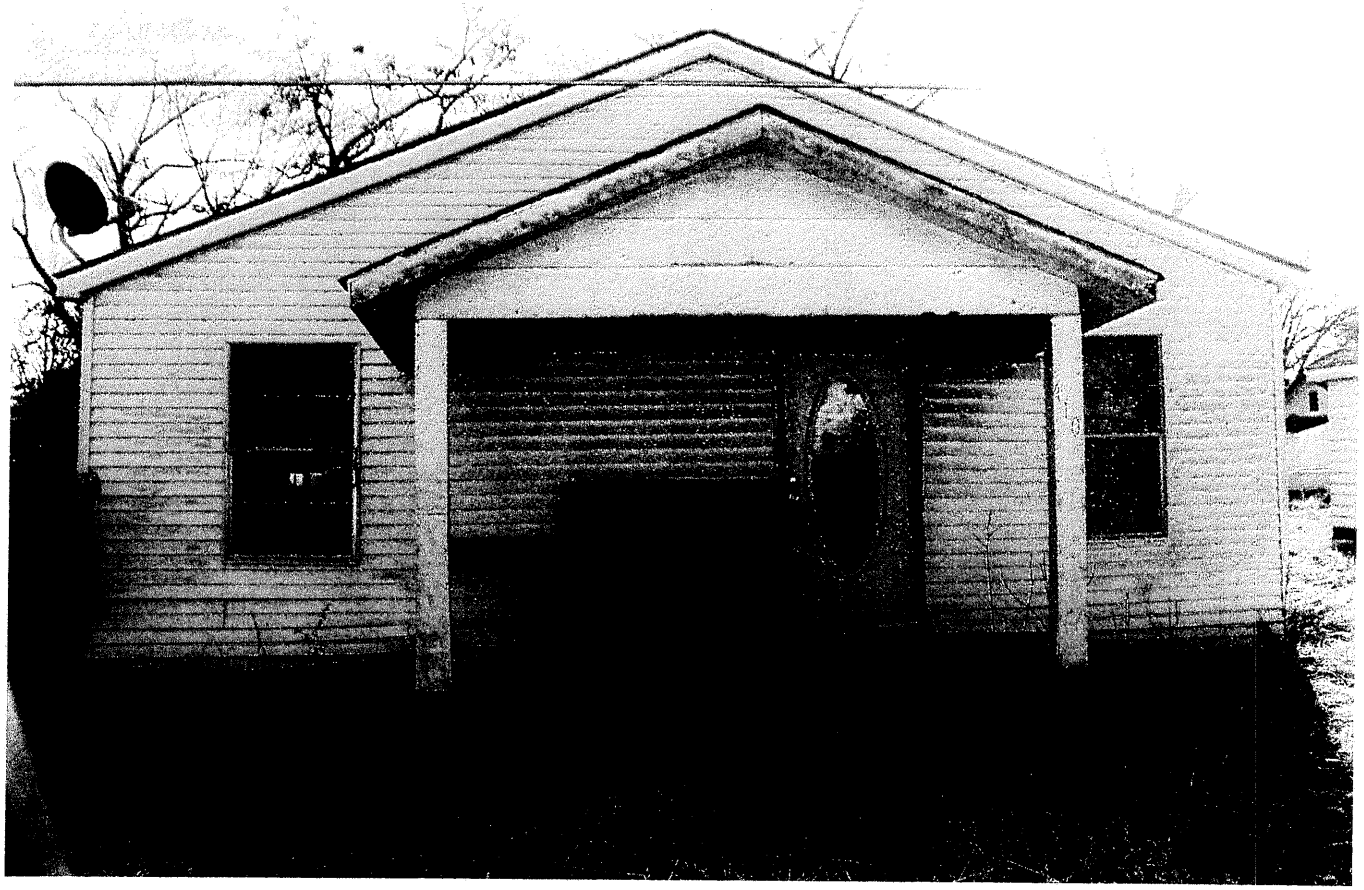
Floor Type: Wood Subfloor

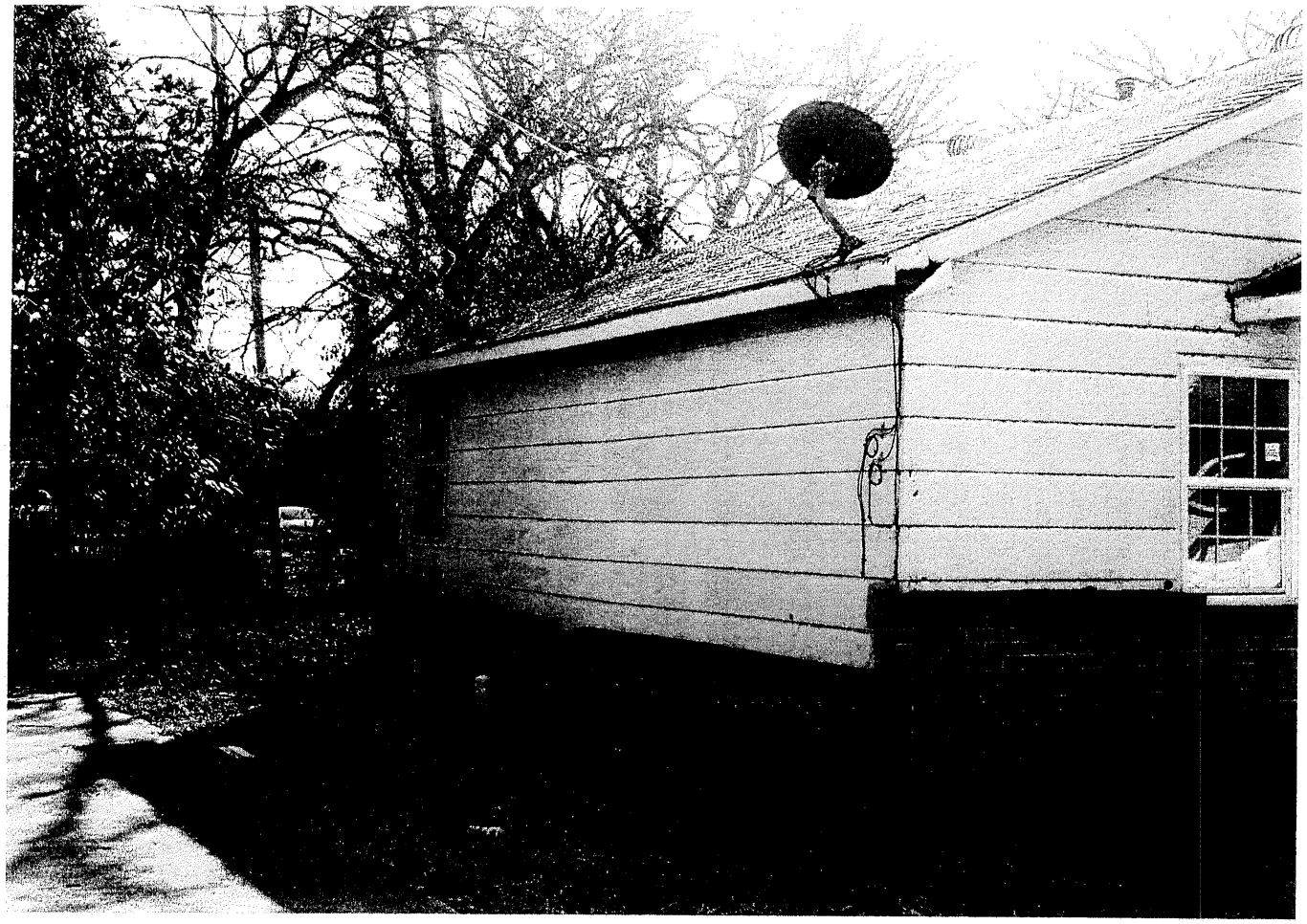
Floor Covering: carpet: 784 sq ft

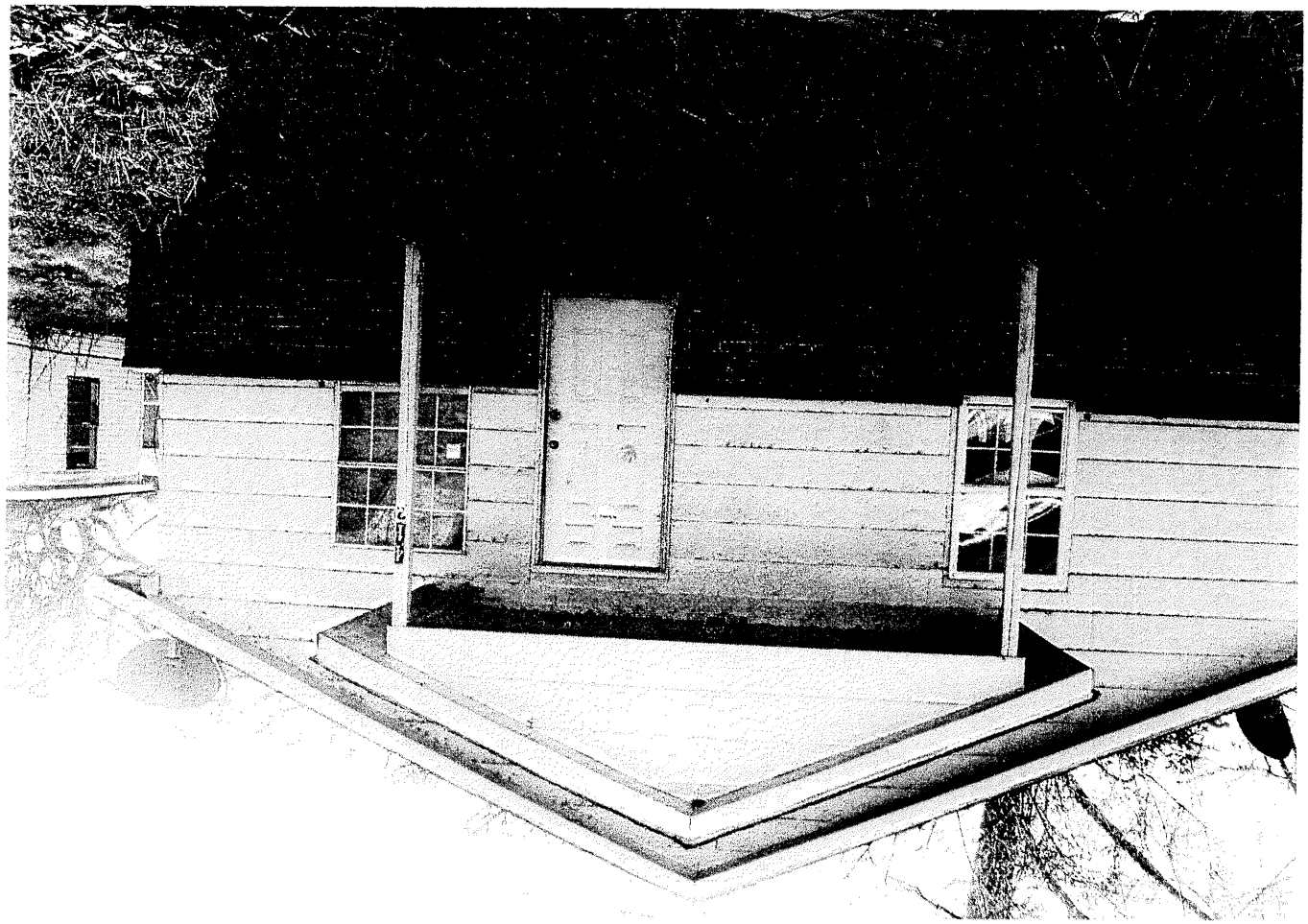
Additive Items:

| Additive Item | Quantity | Size | Description |
|---|---|---|---|
| OP | 72 | 6 x 12 | OPEN PORCH |
| WC | 92 | 92 x 1 | BRICK/STONE WAINSCT |

408







**RESOLUTION NO. 2024-**

**A RESOLUTION APPROVING PURCHASE/FINANCING OF A 47' HYDRAULIC DIGGER DERRICK FOR THE FOR THE OSCEOLA MUNICIPAL LIGHT AND POWER**

**WHEREAS,** the City of Osceola Municipal Light and Power is in need of Replacing one vehicle; and

**WHEREAS,** the vehicles were budgeted in the 2024 Osceola Utility Budget; and

**WHEREAS,** the City requested quotes from Arkansas-approved cooperative purchasing for the vehicles and

**WHEREAS,** the quotes are $279,713.00 for 2024 Altec 47' Hydraulic Digger Derrick and this quote is attached; and

**NOW THERFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the**

Mayor is hereby authorized to purchase the 2024 Altec 47' Hydraulic Digger Derrick.

**PASSED AND APPROVED THIS 22ND DAY OF FEBRUARY, 2024.**

_____

Joe Harris Jr., Mayor

ATEST

_____

Jessica Griffin. City Clerk

Altec
Altec Industries, Inc.

| | |
|---|---|
| Quote Number: | 1565304 |
| Opportunity Number: | 23061250 |
| Sourcewell Contract #: | 110421-ALT |
| Date: | 2/15/2024 |

**Quoted for:** Osceola Municipal Light & Power
**Quoted by:** Paige Morris
**Phone: / Email:** 501-351-4940 / trey.gowan@altec.com
**Altec Account Manager: Trey Gowan**

| REFERENCE ALTEC MODEL | | Sourcewell Price |
|---|---|---|
| **DM47E** | **47' Hydraulic Digger Derrick** | **$290,270** |

**(A.)** SOURCEWELL OPTIONS ON CONTRACT (Unit)

| | | | |
|---|---|---|---|
| 1 | DM47E-AWD | All Wheel Drive | $30,591 |
| 2 | DM47E-PLAT | Pin on Platform & Accessories | $14,342 |
| 3 | | | |
| 4 | | | |

**(A1.)** SOURCEWELL OPTIONS ON CONTRACT (General)

| | | | |
|---|---|---|---|
| 1 | MHW18 | HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside. | $14,077 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| | | **SOURCEWELL OPTIONS TOTAL:** | $349,280 |

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

| | | | |
|---|---|---|---|
| 1 | UNIT | DM47B ILO DM47E | -$10,978 |
| 2 | UNIT & HYDRAULIC ACC | | $0 |
| 3 | BODY | | $0 |
| 4 | BODY & CHASSIS ACC | | $0 |
| 5 | ELECTRICAL | | $0 |
| 6 | FINISHING | | $0 |
| 7 | CHASSIS | International ILO Freightliner | $0 |
| 8 | OTHER | Altec MY Price Adjustment | -$60,713 |
| | | **OPEN MARKET OPTIONS TOTAL:** | -$71,691 |

| | |
|---|---|
| **SUB-TOTAL FOR UNIT/BODY/CHASSIS:** | **$277,589.00** |
| **Delivery to Customer:** | **$2,124.00** |
| **Extended Warranty:** | |
| **TOTAL FOR UNIT/BODY/CHASSIS:** | **$279,713.00** |

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

| | | | |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

**Pricing valid for 45 days**

**NOTES**

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

**PAINT COLOR:** White to match chassis, unless otherwise specified
**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)
**TO ORDER:** To order, please contact the Altec Account Manager listed above.
**CHASSIS:** Per Altec Commercial Standard
**DELIVERY:** No later than ___1___ months ARO, FOB Customer Location
**TERMS:** Net 30 days
**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
**TRADE-IN:** Please ask your Altec Account Manager for more information
**BUILD LOCATION:** St. Joseph, MO

# Osceola Light & Power

**Altec Capital Services is pleased to offer you financing for all your equipment needs. We are pleased to offer you the following:**

| Type | Altec Model | Chassis Year | Chassis Info | *Purchase Price | 60 Month EFA | 60 Month TRAC (20%) | 60 Month FMV |
|---|---|---|---|---|---|---|---|
| Digger Unit | DM47-TR | 2024 | Frightliner 4x4 | $269,154 | $5,655 | $4,895 | $4,467 |
| Bucket Unit | AT41M | 2024 | Ford F600 4x4 | $182,464 | $3,835 | $3,320 | $3,032 |

- Price provided by Altec. - please see Altec Rep for equipment pricing.
- Payments do not include applicable sales tax.
- This quote is subject to satisfactory credit approval. Rates &/or Payments may vary upon credit approval. *84mo Terms Available but must be credit approved.
- Collect First Payment Plus $400 Documentation Fee at Signing.
- Registration & Titling Fees do apply and are billed separately after processing.

## Finance & Lease Descriptions

**EFA:** **The Equipment Finance Agreement is designed to provide a low fixed payment throughout the term. Secured Borrowing that amortizes to zero. A Simple Way to Finance your Equipment Purchase.**

**TRAC Lease:** **A TRAC Lease is designed to provide a low monthly payment with a fixed, pre-determined buyout at maturity. The standard fixed residual buyout is 20% of the capitalized cost. ( 60 Month Term with 20% Fixed Residual ) Options at Maturity are to pay off the TRAC residual or refinance. A Creative Way to Finance your Equipment Purcl**

**FMV Lease:** **A Fair Market Value lease is designed to provide you with a predictable cost of using the equipment for a specified peric Standard Mileage Allowance is 15,000 miles per year. Changes to Mileage Allowance do effect lease payment. Options at Lease Maturity: A. Return the Equipment B. Extend the lease C. Purchase the equipment at mark**

## Requirements

1. **Insurance:** Property damage insurance is required to cover the value of the unit. **A Minimum of $1,000,000 in Auto & General liability insurance required.**

**ACS Contact:** Jennifer Black
**Cell:** (205) 901 8390
**Email:** jennifer.black@altec.com

*1/22/2024*
**This Quote is an estimate only and valid for only 5 days.*
**The Payments &/or Rates quoted herein are based on Secured Overnight Financing Rates (SOFR) and subject to change until receipt of a completed signed*

Altec Capital  Altec

| | |
|---|---|
| **Lessee Name:** | |
| **Lease No.** | |
| **No. of Assets:** | |
| **Lease Type:** | |
| **Equipment Type:** | |
| Net Funded Amount | $ 269,154.00 |
| Payment Amount | $5,655.09 |
| # of Payments | 60 |
| Residual Assumption | $ - |
| **Rate Grid** | 8.14% |
| Risk Rating | 5 |
| Implicit Rate as shown on SuperTrump | |
| Implicit Rate | 9.87% |
| Doc. Fee | |
| Other Payments | |
| Total Interim Rent and Interim Interest | |
| Commission Expense | - |
| **PV** | **279,866.33** |
| **Deal Profitability ($'s)** | **$ 10,712.33** |
| **Deal Profitability (%)** | **3.98%** |
| | |
| **Base Income** | **$ 8,074.62** |
| **Base Profit Threshold** | **3%** |
| | |
| **Spread over Base ($'s)** | **$ 2,637.71** |
| **Spread over Base (%)** | **0.98%** |

Less than $500,000 & below base profit threshold indicated above _____

Over $500,000 & below base profit threshold indicated above _____

Over $1MM & RR 6 or higher _____

- Approval must be obtained prior to documentation. An email approval will be acceptable providing all of

| LP<br>Altec Equipment |
|---|
| *Entered based on SuperTrump (Net of Downpayment)* |
| *Calculated based on info entered* |
| *Entered based on SuperTrump* |
| *Entered based on SuperTrump* |
| *CLICK ON A9 THEN USE DROP DOWN* |
| *Obtained by Credit* |
| *Entered based on SuperTrump* |
| *Automatically Calculated* |
| *Entered based on SuperTrump* |
| *Adv. Payments other than First, Security Deposit, etc.* |
| *Entered based on SuperTrump* |
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| *Automatically Calculated* |

(Area Manager)

(National Sales Manager)

(Managing Director)

the economics are listed.

| | |
|---|---|
| **Lessee Name:**<br>**Lease No.**<br>**No. of Assets:**<br>**Lease Type:**<br>**Equipment Type:** | |
| Net Funded Amount | $ 269,154.00 |
| Payment Amount | $4,895.30 |
| # of Payments | 60 |
| Residual Assumption | $ 53,830.80 |
| **Rate Grid** | 7.52% |
| Risk Rating | 5 |
| Implicit Rate as shown on SuperTrump | |
| Implicit Rate | 9.40% |
| Doc. Fee | |
| Other Payments | |
| Total Interim Rent and Interim Interest | |
| Commission Expense | - |
| **PV** | **282,719.36** |
| **Deal Profitability ($'s)** | **$ 13,565.36** |
| **Deal Profitability (%)** | **5.04%** |
| | |
| **Base Income** | **$ 8,074.62** |
| **Base Profit Threshold** | **3%** |
| | |
| **Spread over Base ($'s)** | **$ 5,490.74** |
| **Spread over Base (%)** | **2.04%** |

Less than $500,000 & below base profit threshold indicated above _____

Over $500,000 & below base profit threshold indicated above _____

Over $1MM & RR 6 or higher _____

- Approval must be obtained prior to documentation. An email approval will be acceptable providing all of

| TRAC<br>Altec Equipment |
| --- |
| *Entered based on SuperTrump (Net of Downpayment)* |
| *Calculated based on info entered* |
| *Entered based on SuperTrump* |
| *Entered based on SuperTrump* |
| *CLICK ON A9 THEN USE DROP DOWN* |
| *Obtained by Credit* |
| *Entered based on SuperTrump* |
| *Automatically Calculated* |
| *Entered based on SuperTrump* |
| *Adv. Payments other than First, Security Deposit, etc.* |
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| *Automatically Calculated* |

(Area Manager)

(National Sales Manager)

(Managing Director)

the economics are listed.

| | |
|---|---|
| **Lessee Name:** | |
| **Lease No.** | |
| **No. of Assets:** | |
| **Lease Type:** | |
| **Equipment Type:** | |
| Net Funded Amount | $ 269,154.00 |
| Payment Amount | $4,466.87 |
| # of Payments | 60 |
| Residual Assumption | $ 83,000.00 |
| **Rate Grid** | 7.52% |
| Risk Rating | 5 |
| Implicit Rate as shown on SuperTrump | |
| Implicit Rate | 9.09% |
| Doc. Fee | |
| Other Payments | |
| Total Interim Rent and Interim Interest | |
| Commission Expense | - |
| **PV** | **281,265.93** |
| **Deal Profitability ($'s)** | **$ 12,111.93** |
| **Deal Profitability (%)** | **4.50%** |
| | |
| **Base Income** | **$ 13,457.70** |
| **Base Profit Threshold** | **5%** |
| | |
| **Spread over Base ($'s)** | **$ (1,345.77)** |
| **Spread over Base (%)** | **-0.50%** |

Less than $500,000 & below base profit threshold indicated above _____

Over $500,000 & below base profit threshold indicated above _____

Over $1MM & RR 6 or higher _____

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| FMV<br>Altec Equipment |
| --- |
| *Entered based on SuperTrump (Net of Downpayment)* |
| *Calculated based on info entered* |
| *Entered based on SuperTrump* |
| *Entered based on SuperTrump* |
| *CLICK ON A9 THEN USE DROP DOWN* |
| *Obtained by Credit* |
| *Entered based on SuperTrump* |
| *Automatically Calculated* |
| *Entered based on SuperTrump* |
| *Adv. Payments other than First, Security Deposit, etc.* |
| *Entered based on SuperTrump* |
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| *Automatically Calculated* |

(Area Manager)

(National Sales Manager)

(Managing Director)

the economics are listed.

| | |
|---|---|
| **Lessee Name:** | |
| **Lease No.** | |
| **No. of Assets:** | |
| **Lease Type:** | |
| **Equipment Type:** | |
| Net Funded Amount | $ 182,464.00 |
| Payment Amount | $3,834.79 |
| # of Payments | 60 |
| Residual Assumption | $ - |
| **Rate Grid** | 8.14% |
| Risk Rating | 5 |
| Implicit Rate as shown on SuperTrump | |
| Implicit Rate | 9.88% |
| Doc. Fee | |
| Other Payments | |
| Total Interim Rent and Interim Interest | |
| Commission Expense | - |
| **PV** | **189,780.81** |
| **Deal Profitability ($'s)** | **$ 7,316.81** |
| **Deal Profitability (%)** | **4.01%** |
| | |
| **Base Income** | **$ 5,473.92** |
| **Base Profit Threshold** | **3%** |
| | |
| **Spread over Base ($'s)** | **$ 1,842.89** |
| **Spread over Base (%)** | **1.01%** |

Less than $500,000 & below base profit threshold indicated above _____

Over $500,000 & below base profit threshold indicated above _____

Over $1MM & RR 6 or higher _____

- Approval must be obtained prior to documentation. An email approval will be acceptable providing all of

| LP<br>Altec Equipment |
| --- |
| *Entered based on SuperTrump (Net of Downpayment)* |
| *Calculated based on info entered* |
| *Entered based on SuperTrump* |
| *Entered based on SuperTrump* |
| *CLICK ON A9 THEN USE DROP DOWN* |
| *Obtained by Credit* |
| *Entered based on SuperTrump* |
| *Automatically Calculated* |
| *Entered based on SuperTrump* |
| *Adv. Payments other than First, Security Deposit, etc.* |
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| *Automatically Calculated* |
| *Automatically Calculated* |

(Area Manager)

(National Sales Manager)

(Managing Director)

the economics are listed.

| | |
|---|---|
| **Lessee Name:** | |
| **Lease No.** | |
| **No. of Assets:** | |
| **Lease Type:** | |
| **Equipment Type:** | |
| Net Funded Amount | $ 182,464.00 |
| Payment Amount | $3,319.69 |
| # of Payments | 60 |
| Residual Assumption | $ 36,492.80 |
| **Rate Grid** | 7.52% |
| Risk Rating | 5 |
| Implicit Rate as shown on SuperTrump | |
| Implicit Rate | 9.41% |
| Doc. Fee | |
| Other Payments | |
| Total Interim Rent and Interim Interest | |
| Commission Expense | - |
| **PV** | **191,714.92** |
| **Deal Profitability ($'s)** | **$ 9,250.92** |
| **Deal Profitability (%)** | **5.07%** |
| | |
| **Base Income** | **$ 5,473.92** |
| **Base Profit Threshold** | **3%** |
| | |
| **Spread over Base ($'s)** | **$ 3,777.00** |
| **Spread over Base (%)** | **2.07%** |

Less than $500,000 & below base profit threshold indicated above _____

Over $500,000 & below base profit threshold indicated above _____

Over $1MM & RR 6 or higher _____

- Approval must be obtained prior to documentation. An email approval will be acceptable providing all of

| TRAC<br>Altec Equipment |
| --- |
| *Entered based on SuperTrump (Net of Downpayment)* |
| *Calculated based on info entered* |
| *Entered based on SuperTrump* |
| *Entered based on SuperTrump* |
| *CLICK ON A9 THEN USE DROP DOWN* |
| *Obtained by Credit* |
| *Entered based on SuperTrump* |
| *Automatically Calculated* |
| *Entered based on SuperTrump* |
| *Adv. Payments other than First, Security Deposit, etc.* |
| *Entered based on SuperTrump* |
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| *Automatically Calculated* |
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| |
| *Automatically Calculated* |
| *Automatically Calculated* |

(Area Manager)

(National Sales Manager)

(Managing Director)

the economics are listed.

| | |
|---|---|
| **Lessee Name:** | |
| **Lease No.** | |
| **No. of Assets:** | |
| **Lease Type:** | |
| **Equipment Type:** | |
| Net Funded Amount | $ 182,464.00 |
| Payment Amount | $3,031.82 |
| # of Payments | 60 |
| Residual Assumption | $ 56,000.00 |
| **Rate Grid** | 7.52% |
| Risk Rating | 5 |
| Implicit Rate as shown on SuperTrump | |
| Implicit Rate | 9.09% |
| Doc. Fee | |
| Other Payments | |
| Total Interim Rent and Interim Interest | |
| Commission Expense | - |
| **PV** | **190,674.88** |
| **Deal Profitability ($'s)** | **$ 8,210.88** |
| **Deal Profitability (%)** | **4.50%** |
| | |
| **Base Income** | **$ 5,473.92** |
| **Base Profit Threshold** | **3%** |
| | |
| **Spread over Base ($'s)** | **$ 2,736.96** |
| **Spread over Base (%)** | **1.50%** |

Less than $500,000 & below base profit threshold indicated above _____

Over $500,000 & below base profit threshold indicated above _____

Over $1MM & RR 6 or higher _____

- Approval must be obtained prior to documentation. An email approval will be acceptable providing all of

| TRAC<br>Altec Equipment |
|---|
| *Entered based on SuperTrump (Net of Downpayment)* |
| *Calculated based on info entered* |
| *Entered based on SuperTrump* |
| *Entered based on SuperTrump* |
| *CLICK ON A9 THEN USE DROP DOWN* |
| *Obtained by Credit* |
| *Entered based on SuperTrump* |
| *Automatically Calculated* |
| *Entered based on SuperTrump* |
| *Adv. Payments other than First, Security Deposit, etc.* |
| *Entered based on SuperTrump* |
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| *Automatically Calculated* |
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| |
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| |
| *Automatically Calculated* |
| *Automatically Calculated* |

(Area Manager)

(National Sales Manager)

(Managing Director)

the economics are listed.

Account Manager: **Jake Hebenstreit**
Phone **(503) 679-7370**
Email: jake.hebenstreit@altec.com

Account Manager: **Brock Nutter**
Phone **(205) 533-3129**
Fax: **(205) 408-8113**
Email: **brock.nutter@altec.com**

Account Manager: **Dan Archambault**
Phone: **(612) 247-9167**
Email: **dan.archambault@altec.com**

Account Manager: **David Gundlach**
Phone: **(336) 207-5206**
Email: david.gundlach@altec.com

Account Manager: **Dustin Hendricks**
Phone **(317) 691-5655**
Email: dustin.hendricks@altec.com

Account Manager: **Eric McKay**
Phone: **(949) 486-9160**
Email: **eric.mckay@altec.com**

Account Manager: **Jessica Wylie**
Phone **205-223-2781**
Fax: **205-408-8113**
Email: **jessica.wylie@altec.com**

| | |
|---|---|
| Account Manager: | **Steven Curry** |
| Phone | **(205) 586-7250** |
| Fax: | **(205) 408-8113** |
| Email: | **steven.curry@altec.com** |

| | |
|---|---|
| Account Manager: | **Tim Greenfield** |
| Phone | **(607) 423-5231** |
| Email: | **tim.greenfield@altec.com** |

| | |
|---|---|
| Account Manager: | **Rich Hill** |
| Phone | **(816)341-6939** |
| Fax: | **(205) 408-8113** |
| Email: | rich.hill@altec.com |

| | |
|---|---|
| Account Manager: | **Jennifer Black** |
| Phone | **(205) 901 8390** |
| Email: | jennifer.black@altec.com |

| | |
|---|---|
| Account Manager: | **Peyton Buczek** |
| Phone | **(205) 305-0056** |
| Email: | peyton.buczek@altec.com |

| | |
|---|---|
| Account Manager: | **A.J Napoli** |
| Phone | **(201) 739-6508** |
| Email: | AJ.Napoli@altec.com |

| | |
|---|---|
| Account Manager: | **Jacob Myers** |
| Phone | **(248) 878-7319** |
| Email: | jacob.myers@altec.com |