



**Bryant City Council
Regular Meeting**
October 27th, 2015
Boswell Municipal Complex - City Hall Courtroom

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

Approval Of Minutes

Approval of September 29th Minutes.

Documents: [September 29 2015 Regular Minutes.pdf](#)

COMMITTEE And COMMISSION REPORTS

ANNOUNCEMENTS And PRESENTATIONS

Presentation And Proclamation

Mayor Dabbs presenting

Dysautonomia Awareness Month Proclamation - Roy Baker

Presentation of the Arkansas Municipal League Distinguished Legislator Award to State Representative Kim Hammer

Documents: [DysautonomiaMonthProclamation.pdf](#)

DEPARTMENT REPORTS

- *Department Reports are given on a quarterly basis unless otherwise requested*

PUBLIC COMMENTS

- *Public Comments should be limited the three (3) minutes per speaker*

OLD BUSINESS

NEW BUSINESS

Bryant Fire Dept

Presenter: Chief JP Jordan - Fire Chief

1. Resolution - A Resolution authorizing the Mayor of the City of Bryant to apply to the Arkansas Department of Rural Services for GIF fire protection grant. (*application is for a chassis to be used by the Bryant Fire Dept. as a brush truck.*)

Documents: [2015FDgrntGIF.pdf](#)

Finance Department

Presenter : Joy Black Finance Director

2. Presentation and Approval of the 2015 September Year to Date City Financial Report (see attachment)

3. Resolution - A Resolution Providing for the Adoption of an Amended Budget for the City of Bryant for the twelve month period beginning January 1, 2015 and ending December 31, 2015 (see attachment)

4. Resolution - A Resolution Authorizing the Mayor to Execute an Agreement with JWCK for Auditing Services, Defined in Exhibit A.

Documents: [SEPTYTDREP2015.pdf](#), [OCTBUDADJ.pdf](#), [EXHIBITA.pdf](#), [RESAUDJWCK.pdf](#)

Parks Department

Presenter: Brandon Griffin, Parks Director

5. Alcohol Permits - Chris Madison and Brandon Griffin discussion.

6. 2016 Use Agreements -
a) Bryant Athletic Association
b) Bryant Softball Association
c) Bryant Soccer Club

7. Ordinance with Emergency Clause- An Ordinance Authorizing a contract for services with the Bryant Senior Adult Center Council; waiving competitive bidding; declaring an emergency; and for other purposes.

8. Resolution - A Resolution authorizing the Mayor to execute a Program Agreement with the Central Arkansas Development Council, D.B.A. Bryant Senior Adult Center, and for Other Purposes

9. Ordinance with Emergency Clause - An Ordinance authorizing a contract for additional services with the Boys' and Girls' Club of Bryant; Waiving competitive bidding; Declaring an emergency; and for other purposes

Documents: [BAA2016.pdf](#), [BSA2016.pdf](#), [BSC2016.pdf](#), [OrdwaivebidBSACC2016.pdf](#), [2016 BSACC Contract.pdf](#),

Planning Department, Presenter: Dave Green

Presenter Dave Green- Planning Department Director

10. Ordinance - An Ordinance Changing the Zoning Classification of a 3.9 Acre Tract from R-2 Residential to C-2 Highway Commercial (Recommended for Approval by the Planning Commission).

Documents: [PinecrestRZ.pdf](#)

Police Department

Presenter Chief Mark Kizer

11. Public Safety Software -Discuss and request Approval of a contract with Spillman Technologies Inc. This is new software for Public Safety to include mobile dispatch, CAD, Incident Reporting, NIBRS Reporting, Inventory, and Personnel Management.

Public Works

Presenter: Monty Ledbetter

1. Letter to Mayor and Council regarding temporary traffic circles
2. A resolution expressing the willingness of the City of Bryant to partner with the Arkansas Highway and Transportation Department and authorizing the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of Raymar Road on and off ramps; and for other purposes.
3. An ordinance establishing the City of Bryant Stormwater Management Utility Fund and establishment of the Stormwater Management Utility Fee for municipal utility customers within the City of Bryant, Arkansas, and for other purposes.
4. A resolution authorizing the Mayor to execute all necessary agreements related to the Heart of Bryant - Highway 183 Improvements Project; to wit, a revised agreement between the City and Garver for engineering services. defined in "Exhibit A", an Agreement of Understanding between the City of Bryant and the Arkansas State Highway and Transportation Department, defined in "Exhibit B", and for other purposes.

Documents: [LtrMyrCncITrffcCrcl15.pdf](#), [TrffcCrcl15.pdf](#), [PrpsdTrffcCrcls.pdf](#), [ResAgrmtAHTDRymr.pdf](#), [ExhibitAGvrAgrmt.pdf](#), [ExhibitBAHTDAgrmt.pdf](#), [StrmWtrUtlFndOrd15.pdf](#), [Resolution Authorizing Mayor - Necessary Agreements.pdf](#)

MAYOR COMMENTS**COUNCIL COMMENTS****ADJOURNMENT**

210 SW 3rd St.
Bryant. AR 72022
[\(501\)943-0999](tel:(501)943-0999)



Bryant City Council
Regular Meeting
September 29, 2015
Boswell Municipal Complex-City Hall Courtroom

UNAPPROVED MINUTES

4 pages

CALL TO ORDER

- Mayor Dabbs called the Council Meeting to order at 7:01 pm.
- Invocation by Alderman Rob Roedel
- Pledge of Allegiance
- Clerk Ashcraft called Roll, Quorum Present
- Aldermen Present: Billingsley, Chandler, Gladden, Henson, Higginbotham, Miller,
- Permenter, Roedel,

Approval of Minutes

Approval of Minutes for August 25, 2015 Regular Council Meeting.

Action taken: Motion made to approve by Alderman Billingsley, Seconded by Alderman Permenter. Voice vote: 8 yeas and 0 nays Passed

COMMITTEE and COMMISSION REPORTS

NONE

ANNOUNCEMENTS and PRESENTATIONS

- Mayor Dabbs announced that on October 27, the Food Trucks will be at City Hall for all Bryant Residents. POP UP will be in the Heart of Bryant October 23rd, All Bryant residents are welcome.
- Alderman Jerry Henson thanked everyone for the support and cards he received while he was ill.

Planning Department Dave Green

Status of Special Census Request – discussion

Fire Department Fire Department Departmental Report Presenter: Chief JP Jordan

Chief Jordan reported on the Fire Truck that was wrecked approx. three and a half months ago. The settlement has been received. The truck is being repaired in Florida. The settlement covered the full expense of the repairs. Chief Jordan expects the repairs to be done in approx. two months.

PUBLIC COMMENTS

- Gary Briggs Re: Concerns about the noise from the train whistle blowing around his subdivision he wants a quit zone time applied.
- Miss Lucille Re: Stoney brook, She did not like the goats and now that the goats are gone what are the plans for future clean up?
- Reberta Bergren Re: Safe passage for the Hill Farm Children.

OLD BUSINESS

Legal Department - Presenter Staff Attorney Chris Madison

Ordinance - An Ordinance Authorizing the Sale of Alcoholic Beverages for On - Premises Consumption in the City of Bryant; and for Other Purposes.

Action taken: Motion made to suspend the 2ND and 3RD reading and read by title only by Alderman Gladden, Seconded by Alderman Permenter. Clerk Ashcraft read Ordinance by title only. Voice Vote: 8 yeas and 0 nays. Passed

Action taken: Motion made to Adopt by Alderman Roedel, Seconded by Alderman Chandler. Roll Call Vote: 8 yeas and 0 nays, Passed - ORDINANCE 2015-35

NEW BUSINESS

Finance Department

Presentation and Approval of the 2015 August Year to Date City Financial Report

Action taken: Motion made to approve by Alderman Billingsley, Seconded by Alderman Gladden. Voice Vote 8 yeas 0 nays Passed

Resolution - A Resolution Providing for the Adoption of an Amended Budget for the City of Bryant for the twelve month period beginning January 1, 2015 and ending December 31, 2015.

Action taken: Motion made to approve by Alderman Roedel, Seconded by Alderman Chandler. Voice Vote 8 yeas 0 nays, Passed - RESOLUTION 2015-41

Parks Department Presenter: Brandon Griffin, Parks Director

- 1) Parks Committee Bylaws - Recommended by Parks Committee.
- 2) Bryant High School Swim Use Agreement - Recommended by Parks Committee.
- 3) Benton High School Swim Use Agreement - Recommended by Parks Committee.

Action taken: Motion to approve item number 1, 2 and 3, by Aldermen Chandler, Seconded by Aldermen Billingsley. Voice Vote: 8 yeas and 0 nays, Passed

- 4) Alcohol Permits - Chris and Brandon to discuss.

Action taken: Motion made by Alderman Chandler to have Staff Attorney Chris Madison and Parks Director Brandon Griffin to check into the Alcohol Permit further. Seconded by Alderman Roedel. Voice Vote: 8 yeas 0 nays, Passed

Public Works Department - Presenter Monty Ledbetter

1. **Resolution** - A Resolution to Amend the Wholesale Water Agreement Between the City of Bryant, Arkansas and Central Arkansas Water Entered into on November 24, 2008 Providing for an increase in the minimum purchase price amount and maximum purchase amount beginning October 1, 2015; and for Other Purposes.

Action taken: Motion made to approve by Alderman Chandler, Seconded by Alderman Gladden. Voice Vote 8 yeas 0 nays, Passed - RESOLUTION 2015-42

2. **Resolution** - A Resolution Authorizing the Mayor to Execute an Agreement with Crist Engineers for Services, Defined in Exhibit A, Related to the Relocation of Water and Sewer Utilities Along State Highway 5 as Required by the Arkansas Highway and Transportation Department Project; and for Other Purposes.

Action taken: Motion made to approve by Alderman Gladden, Seconded by Alderman Miller. Voice Vote 8 yeas 0 nays, Passed - RESOLUTION 2015-43

3. **Ordinance** - An Ordinance Establishing the City of Bryant Stormwater Management Utility Fund and Establishment of the Stormwater Management Utility Fee for Municipal Utility Customers within the City of Bryant, Arkansas, and for Other Purposes.

Action taken: Tabled

MAYOR COMMENTS

Please utilize Face book to invite residents to the POP UP in the Heart of Bryant October 23. Food Trucks will be at Bryant City Hall October 27th from 5-8 pm. Again use Face book to invite Residents to attend.

COUNCIL COMMENTS

Alderman Henson thanked Dana Poindexter for all of her work she does at City Hall.

Alderman Billingsley thanked all of the Staff at Parks and City Hall for the hard work they provided during Fall Fest.

ADJOURNMENT

Motion made to adjourn by Alderman Billingsley, Seconded by Alderman Higginbotham.
Motion Carried.

Time: 8:05 pm

September 29th, 2015 Minutes Approved this day October 27th 2015.

Mayor Jill Dabbs

ATTEST

City Clerk Sue Ashcraft

THE CITY OF BRYANT, ARKANSAS



CITATION AND PROCLAMATION TO THE CITIZENS OF BRYANT, ARKANSAS

WHEREAS, dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for automatic bodily functions such as respiration, heart rate, blood pressure, digestion, temperature control and more; and

WHEREAS, some forms of dysautonomia are considered rare diseases, such as Multiple System Atrophy and Pure Autonomic Failure, while other forms of dysautonomia are common, impacting millions of people in the U.S. and around the world, such as Diabetic Autonomic Neuropathy, Neurocardiogenic Syncope and Postural Orthostatic Tachycardia Syndrome; and

WHEREAS, dysautonomia impacts people of any age, gender, race or background, including many individuals living in Arkansas; and

WHEREAS, some forms of dysautonomia can be very disabling and this disability can result in social isolation, stress on the families of those impacted, and financial hardship; and

WHEREAS, some forms of dysautonomia can result in death, causing tremendous pain and suffering for those impacted and their loved ones; and

WHEREAS, increased awareness about dysautonomia will help patients get diagnosed and treated earlier, save lives, and foster support for individuals and families coping with dysautonomia in our community; and

WHEREAS, Dysautonomia International, a 501(c)(3) non- profit organization that advocates on behalf of patients living with dysautonomia, encourages communities to celebrate Dysautonomia Awareness Month each October around the world; and

WHEREAS, the contributions of the professional medical community, including the Vanderbilt Autonomic Dysfunction center in Nashville, along with the patients and family members who are working to educate our citizenry about dysautonomia in Arkansas, are worthy of recognition;

NOW, THEREFORE, LET IT BE PROCLAIMED by the Mayor and City Council of the City of Bryant, that the month of October, 2015 is hereby designated Dysautonomia Awareness Month and encourage all citizens to join me in this worthy observance,

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Bryant to be affixed on this 25th day of August, 2015.

Jill Dabbs, Mayor of Bryant

RESOLUTION NO. 2015-__

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BRYANT TO APPLY TO THE ARKANSAS DEPARTMENT OF RURAL SERVICES FOR GIF FIRE PROTECTION GRANT

WHEREAS, the Bryant Fire Department currently has only one brush truck in service to combat wildland brush fires; and

WHEREAS, the Bryant Fire Department protects twenty one square miles inside the corporate city limits as well as six square miles in the Springhill Fire protection District; and

WHEREAS, the Arkansas Department of Rural Services has grant funds available for fire protection projects; and

WHEREAS, the City Council should authorize the Mayor of the City of Bryant to submit a grant request for GIF funds to the Arkansas Department of Rural Services for review for potential funding.

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

SECTION 1. The Mayor of the City of Bryant is authorized to execute and sign such documents as necessary to make application to the Arkansas Department of Rural Services for GIF fire protection grant funding of the following project:

- A. A truck chassis purchased through these grant funds to mount a brush firefighting skid unit supplied by the department.

PASSED AND APPROVED this ____ day of _____, 2015.

ATTEST:

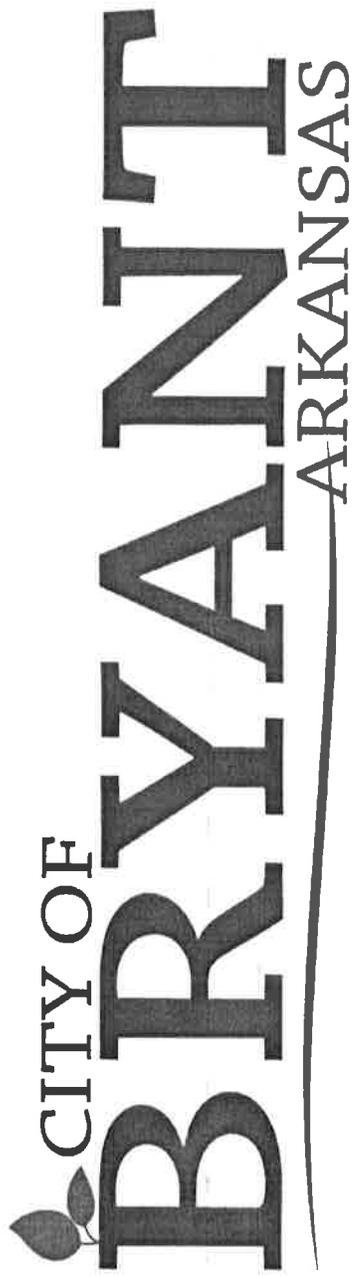
APPROVED:

Sue Ashcraft, City Clerk

Jill Dabbs, Mayor

APPROVED AS TO FORM:

Chris Madison, City Attorney



Financial Report

September 2015



General - Executive Summary Revenue & Expenditures

September 2015

Revenues:	Annual Budget	YTD Budget	September 2015												Actual YTD Total	Favorable (Unfavorable) Variance	Annual Budget Remaining		
			January	February	March	April	May	June	July	August	September	October	November	December					
Total Revenues	12,556,530	9,417,398	980,810	854,066	1,005,778	978,497	1,174,733	1,042,572	1,103,647	985,881	1,344,810	-	-	-	-	-	9,470,794	53,397	3,085,736
General	5,023,420	3,767,965	371,926	346,288	452,184	422,978	487,255	366,732	495,437	383,548	391,576	-	-	-	-	-	3,717,524	(50,041)	1,305,896
Administration	9,500	7,125	125	1,137	-	1,636	425	296	178	1,602	680	-	-	-	-	-	6,079	(1,046)	3,421
PCD	419,000	314,250	34,706	34,027	34,811	35,549	35,708	34,132	34,364	34,847	34,932	-	-	-	-	-	311,075	(3,175)	107,925
Animal Control	757,100	567,825	94,249	43,718	52,093	52,033	85,309	43,199	78,462	53,873	44,916	-	-	-	-	-	547,852	(19,973)	209,248
Court	2,098,050	1,573,538	171,220	148,743	165,447	174,920	179,030	203,598	186,541	162,818	151,195	-	-	-	-	-	1,543,511	(30,026)	554,539
Parks	2,676,800	2,007,600	185,417	185,443	187,581	185,417	185,417	272,917	200,306	253,937	450,520	-	-	-	-	-	2,107,055	99,455	569,745
Fire	1,329,400	997,050	80,000	80,000	101,598	84,200	181,937	100,311	88,865	80,000	249,545	-	-	-	-	-	1,046,456	49,406	282,944
Police	243,250	182,445	43,167	14,709	12,063	22,064	21,654	21,387	19,494	15,257	21,447	-	-	-	-	-	191,242	8,797	52,018
Code																			
Total Revenues	12,556,530	9,417,398	980,810	854,066	1,005,778	978,497	1,174,733	1,042,572	1,103,647	985,881	1,344,810	-	-	-	-	-	9,470,794	53,397	3,085,736
Expenditures:																			
General	12,593,437	9,445,078	1,203,650	901,337	731,750	1,297,634	752,558	891,665	1,182,979	786,217	734,944	-	-	-	-	-	8,482,734	962,344	4,110,704
Administration	993,656	745,242	100,928	81,184	33,303	86,891	61,676	54,991	79,410	54,694	33,511	-	-	-	-	-	586,587	158,655	407,069
PCD (includes 25K MS4)	250,318	187,739	15,896	12,783	11,789	14,413	43,404	11,681	17,906	15,164	13,022	-	-	-	-	-	156,079	31,660	94,240
Animal Control	367,848	275,886	30,923	26,628	25,580	30,580	30,542	27,086	42,195	31,873	24,621	-	-	-	-	-	270,009	5,977	97,839
Court	417,009	312,756	33,677	28,152	26,918	31,256	28,766	24,659	38,746	28,317	27,219	-	-	-	-	-	268,710	44,047	148,289
Parks	2,495,154	1,871,965	177,193	163,480	162,831	252,419	255,438	213,691	245,092	179,561	132,368	-	-	-	-	-	1,762,071	89,294	713,082
Fire	3,644,259	2,733,195	416,402	257,593	206,907	236,163	120,061	262,715	347,408	212,544	233,665	-	-	-	-	-	2,295,458	437,337	1,348,802
Police	4,154,461	3,115,846	402,698	310,378	239,884	627,165	193,322	275,426	382,368	242,241	247,890	-	-	-	-	-	2,921,371	194,474	1,233,090
Code	270,733	203,050	25,934	21,139	24,538	19,768	19,348	21,417	28,853	21,604	20,649	-	-	-	-	-	202,449	601	68,284
Total Expenditures	12,593,437	9,445,078	1,203,650	901,337	731,750	1,297,634	752,558	891,665	1,182,979	786,217	734,944	-	-	-	-	-	8,482,734	962,344	4,110,704
Excess (Deficit) of Revenues over Expenditures	(56,907)	(27,680)	(22,841)	(47,271)	274,028	(319,137)	422,176	150,906	(79,331)	199,664	609,866	-	-	-	-	-	988,060		

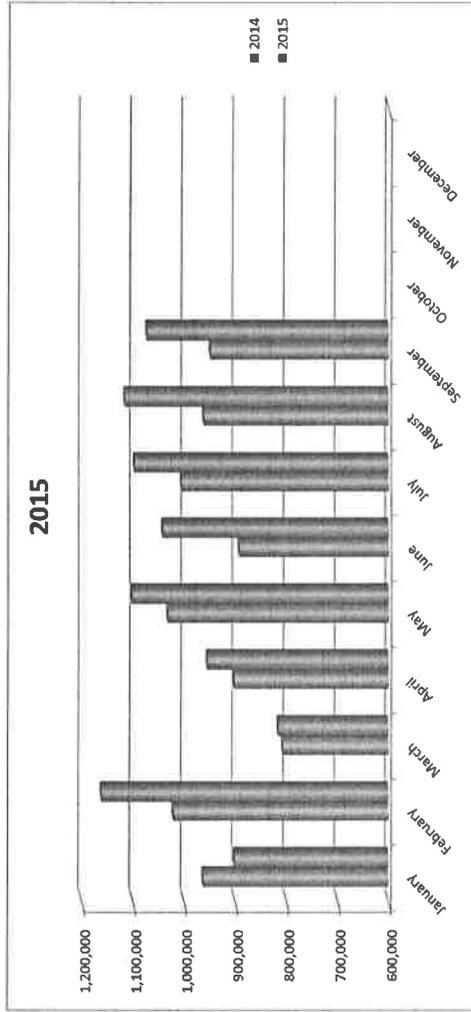
Street - Executive Summary Revenue & Expenditures

Revenues:	Annual Budget	YTD Budget	September 2015												Actual YTD Total	Favorable (Unfavorable) Variance	Annual Budget Remaining		
			January	February	March	April	May	June	July	August	September	October	November	December					
Total Revenues	2,985,727	2,239,295	193,503	184,984	189,421	221,858	426,209	183,293	272,117	188,531	202,094	-	-	-	-	-	2,061,001	(175,294)	924,726
Street	2,985,727	2,239,295	193,503	184,984	189,421	221,858	426,209	183,293	272,117	188,531	202,094	-	-	-	-	-	2,061,001	(175,294)	924,726
Total Revenues	2,985,727	2,239,295	193,503	184,984	189,421	221,858	426,209	183,293	272,117	188,531	202,094	-	-	-	-	-	2,061,001	(175,294)	924,726
Expenditures:																			
Street	3,485,187	2,613,890	127,617	108,504	147,243	159,640	465,462	426,228	370,624	147,859	120,359	-	-	-	-	-	2,073,536	540,354	1,411,651
Total Expenditures	3,485,187	2,613,890	127,617	108,504	147,243	159,640	465,462	426,228	370,624	147,859	120,359	-	-	-	-	-	2,073,536	540,354	1,411,651
Excess (Deficit) of Revenues over Expenditures	(499,460)	(374,595)	65,886	76,480	41,178	62,218	(39,253)	(242,935)	(98,507)	40,673	81,734	-	-	-	-	-	(12,535)		

City Sales & Use Tax (Three Cent Sales Tax)

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
2014	963,538	1,021,873	808,370	903,239	1,033,766	894,179	1,006,970	963,548	950,648	-	-	-	8,546,131
2015	902,020	1,162,729	817,653	956,557	1,103,469	1,043,758	1,098,929	1,118,196	1,075,314	-	-	-	9,278,625
Difference	(61,518)	140,855	9,283	53,318	69,703	149,579	91,959	154,648	124,666	-	-	-	732,494
	-6%	14%	1%	6%	7%	17%	9%	16%	13%	-	-	-	9%

2014 Actual	8,546,131
Estimated 1%	85,461
2015 Projected	8,631,593
2015 Actual	9,278,625
(Short)/Over \$	647,032





Cash Reserves

September 2015

General Funds:	120 days cash = \$4M	Operating Acct	Days
001		3,534,992	
002		616,267	
003		703,536	
005		795,336	
020		11,858	
045		75,797	
050		2,810	
055		232,979	
060		1,757	
		<u>5,975,332</u>	<u>179</u>
		(175,927)	-5
		(137,734)	-4
		<u>5,661,671</u>	<u>170</u>

Springhill Fire Department
Emergency Telephone Service

Street Funds:	120 days cash = \$789k	Operating Acct	Days
080		1,275,781	
080		350,000	
005		753,409	
		<u>2,379,190</u>	<u>362</u>
		(350,000)	-53
		<u>2,029,190</u>	<u>309</u>

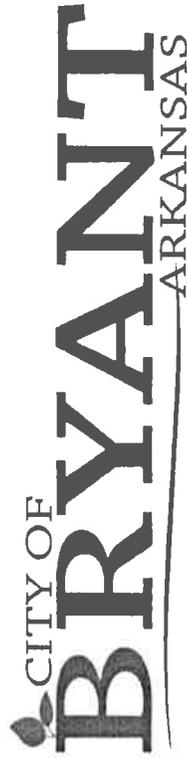
Alcoa Street Project CD

Springhill Fire Department Summary	Emergency Telephone Service
Beginning Balance (as of January 1, 2015)	\$ 121,887
2015 Revenue (Act 001-0510-4152)	\$ 55,816
2015 Expenses (Act 001-0500-5830)	\$ 1,775
Current Balance (as of September 30, 2015)	\$ 175,927

Beginning Balance (as of January 1, 2015)	\$ 67,373
2015 Revenue (Act 001-0610-4650)	\$ 73,415
2015 Expenses (Act 001-0610-5650)	\$ 3,055
Current Balance (as of September 30, 2015)	\$ 137,734

Designated Tax Fund Summary

Administration	\$ 8,508
Animal Control	\$ 138,006
Parks	\$ 22,027
Fire	\$ 205,845
Police	\$ 420,950
Street	\$ 753,409
Total	\$ 1,548,744



Water Cash Reserves

September 2015

*Reevaluated quarter ending 9/30/14

120 days cash = \$1.1M

Water Funds:	Operating Acct	Revenue Fund	1,322,753	5,852,308	7,175,061	783
500						
510						
Reserved - Capital Infrastructure	510-0900-5816		(300,000)			-33
Reserved - Other Equipment	510-0900-5821		(335,000)			-37
Reserved - Misc Capital	510-0900-58XX		(165,000)			-18
Reserved - Snooks Lane Ext	510-0900-5828		(285,000)			-31
Reserved - Dewatering Facility	510-0950-5817		(1,432,758)			-156
Reserved - Misc Capital	510-0950-58XX		(113,000)			-12
Reserved - Capital Infrastructure	510-0950-5816		(300,000)			-33
			4,244,303			463

	001	002	003	005	020	030	031	045	050	051	055	059	060	061	062	068	080	140	141	
	General Fund	Sales Tax Fund	Franchise Fees	Designated Tax Fund	Animal Control Donation	Act 1256 of 1995	Act 1809 of 2001	Park 1/8 Sales Tax O&M	Fire Donation	Act 833 of 1991	Fire 3/8 Sales Tax	Firemen's Pension	Police Donation	Act 918 of 1983	Act 988 of 1991	State Drug Control	Street Fund	Park Bond 2006 DS	Park Bond 2006 DSR	
REVENUE																				
Taxes - Sales	3,679	358,438		358,438				44,805			134,414						28,596	89,610		
Taxes - Property	36,859									7,078							81,332			
Licenses Permits & Fees	20,702																			
Membership Fees	40,096																			
Rental Fees	9,541																			
Park Program Fees	18,855																			
Fines & Forfeitures	44,815					32,649	2,838							1,343	(10,672)	218				
Sales of Services	5,402.73																			
Miscellaneous Rev	303,801		106,333																	
Intergovernmental	738,427																			
Reimbursement	117,125																			247
Sale of Equipment																				
Donation Revenue																				
Grant Revenue																				
Bond Revenue																				
Sponsorships	5,383																			
Interest Revenue	123	24	27	65	1	32,649	2,840	44,808	0	7,080	134,424	8,518	0	1,344	(10,670)	219	202,084	89,863	180	
Total Revenue	1,344,810	358,462	106,360	358,503	1	32,649	2,840	44,808	0	7,080	134,424	8,518	0	1,344	(10,670)	219	202,084	89,863	180	
Expense																				
Personnel Cost	586,652											1,210								
Building & Ground Exp	47,204					395														
Vehicle Expense	28,216																			
Supply Expense	21,020																			
Operations Expense	21,761					32,254				2,628				20,000						
Professional Services	17,985																			
Miscellaneous	10,628						2,011	40,000			120,000					26				247
Intergovernmental		319,583	93,865	313,250																
Reimbursement																				
Contract/Don Expense																				
Grant Expense																				
Bond Expense																				
Fixed Assets																				
Interest Expense																				
Construction Projects	1,476																			
Total Expense	734,943	319,583	93,865	313,250	-	32,649	2,011	40,000	-	2,628	134,658	1,210	-	20,000	26	120,359	657,540	247		
Change in Fund																				
Balance/Net Position	609,867	38,879	12,495	45,253	1	-	830	4,808	0	4,452	(234)	7,308	0	1,344	(30,670)	193	81,724	(567,677)	(68)	
Beginning Fund																				
Balance/Net Position	2,925,125	577,388	691,041	1,575,492	11,858	1	56,826	70,989	2,809	35,814	233,213	77,016	1,757	29,112	31,283	16,509	1,544,057	753,900	261,136	
Ending Fund																				
Balance/Net Position	3,534,992	616,266.95	703,536	1,620,745	11,858	1	57,656	75,797	2,810	40,266	232,979	84,324	1,757	30,456	613	16,702	1,625,781	186,223	261,068	

	142	143	144	145	146	181	182	500	510	520	525	530	535	540	550	555	560	600	
	Park Bond	Street	Street	Revenue	Water	Depreciation	Depreciation	Sub-Div	Sub-Div	Fair Share	Impact Water	Impact WW	Salem	W/WW Bond					
	O&M	2007 DS	2007 DSR	2010 DS	2010 DSR	Bond	Bond	Water	Operating	Water	WW	Impact	Impact				Royalty	2008A DS	
REVENUE																			
Taxes - Sales	44,805	89,610																	
Taxes - Property																			
Licenses Permits & Fees																			
Membership Fees																			
Rental Fees																			
Park Program Fees																			
Fines & Forfeitures																			
Sales of Services								687,575											
Miscellaneous Rev								(481)											
Intergovernmental								23,959	771,700		18,604				3,600	8,000	62	60,264	
Reimbursement		321		29,827			29,108												
Sale of Equipment																			
Donation Revenue																			
Grant Revenue																			
Bond Revenue																			
Sponsorships																			
Interest Revenue	0	7	227	4	78	30	30	711,053	771,700		31	0	0	0	6	7	2	16	
Total Revenue	44,805	89,938	227	29,831	78	30	29,110	711,053	771,700		18,635	0	0	0	3,606	8,007	63	60,280	
Expense																			
Personnel Cost									106,431										
Building & Ground Exp									25,901										
Vehicle Expense									12,811										
Supply Expense									143,701										
Operations Expense								5,414	30,002										
Professional Services									4,513										
Miscellaneous									1,140										
Intergovernmental									783,362										
Reimbursement																			
Contract/Don Expense																			
Grant Expense																			
Bond Expense		776,675						59,947	47,295										
Fixed Assets									22,318										
Interest Expense									28,571										
Construction Projects																			
Total Expense	44,805	776,675	321		80			852,980	441,287								352		
Change in Fund																			
Balance/Net Position	0	(686,737)	(94)	29,831	(1)	30	29,110	(141,927)	330,414		18,635	0	0		3,606	8,007	(288)	60,280	
Beginning Fund																			
Balance/Net Position	2	870,584	339,591	102,412	183,737	175,971	40,622	1,464,680	5,521,895	5	754,154	1,052	1,054	2	149,748	158,462	44,308	398,119	
Ending Fund																			
Balance/Net Position	2	183,847	339,497	132,244	183,735	176,001	69,732	1,322,753	5,852,308	5	772,788	1,052	1,054	2	153,354	166,469	44,019	458,399	

601 605 615

W/WW Bond W/WW Bond WW Bond 2012

	2008A DSR	2008B DSR	Const	Totals
REVENUE				
Taxes - Sales				1,152,395
Taxes - Property				125,270
Licenses Permits & Fees				20,702
Membership Fees				40,096
Rental Fees				9,541
Park Program Fees				18,855
Fines & Forfeitures				71,192
Sales of Services				799,311
Miscellaneous Rev			16,000	322,008
Intergovernmental				1,773,536
Reimbursement				117,125
Sale of Equipment				0
Donation Revenue				0
Grant Revenue				0
Bond Revenue				0
Sponsorships				5,383
Interest Revenue	104	134		9,662
Total Revenue	104	134	16,000	4,465,075

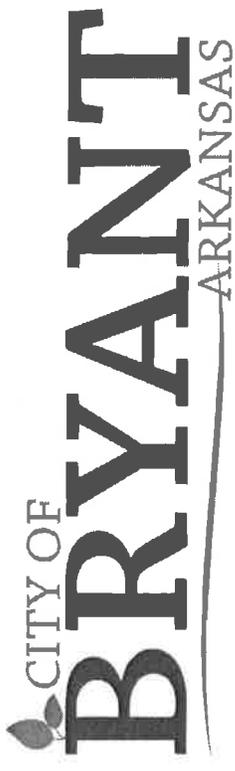
Expense				
Personnel Cost				760,280
Building & Ground Exp				78,330
Vehicle Expense				52,442
Supply Expense				173,857
Operations Expense				126,086
Professional Services				35,757
Miscellaneous				19,770
Intergovernmental	138	179		1,734,434
Reimbursement				0
Contract/Don Expense				0
Grant Expense				0
Bond Expense				1,541,457
Fixed Assets				36,127
Interest Expense				29,421
Construction Projects				1,824
Total Expense	138	179	-	4,589,785

Change in Fund				
Balance/Net Position				
Beginning Fund	(34)	(45)	16,000	(124,710)
Balance/Net Position	158,753	204,079	10	19,464,564
Ending Fund	158,719	204,034	16,010	19,339,854

General Ledger

Budget Status

User: jblack
 Printed: 10/19/2015 - 8:41 AM
 Period: 9, 2015



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 001	General Fund							
Dept 001-0000	Intergovernmental Tsfr							
E62	Xfer to Other	0.00	0.00	2,436.59	-2,436.59	0.00	-2,436.59	0.00
001-0000-5620	E62 Sub Totals:	0.00	0.00	2,436.59	-2,436.59	0.00	-2,436.59	0.00
	Expense Sub Totals:	0.00	0.00	2,436.59	-2,436.59	0.00	-2,436.59	0.00
Dept 0000 Sub Totals:		0.00	0.00	2,436.59	-2,436.59	0.00		
R15	Administration							
001-0100-4150	Taxes - Property	245,000.00	18,012.77	178,829.23	66,170.77	0.00	66,170.77	27.01
001-0100-4151	State Turnback	485,000.00	18,846.69	309,463.68	175,536.32	0.00	175,536.32	36.19
	Saline County Treas - Turnback							
R15 Sub Totals:		730,000.00	36,859.46	488,292.91	241,707.09	0.00	241,707.09	33.11
R60	Miscellaneous Revenue							
001-0100-4600	Miscellaneous Revenue	37,300.00	0.00	37,012.03	287.97	0.00	287.97	0.77
R60 Sub Totals:		37,300.00	0.00	37,012.03	287.97	0.00	287.97	0.77
R62	Intergovernmental Tsfrs							
001-0100-4627	Xfer from Sales Tax	3,835,000.00	319,583.33	2,876,249.97	958,750.03	0.00	958,750.03	25.00
001-0100-4629	Xfer Franchise Tax Fd21	420,120.00	35,010.00	315,090.00	105,030.00	0.00	105,030.00	25.00
R62 Sub Totals:		4,255,120.00	354,593.33	3,191,339.97	1,063,780.03	0.00	1,063,780.03	25.00
R85	Interest Revenue							
001-0100-4850	Interest Revenue	1,000.00	123.22	878.84	121.16	0.00	121.16	12.12
R85 Sub Totals:		1,000.00	123.22	878.84	121.16	0.00	121.16	12.12
Revenue Sub Totals:		5,023,420.00	391,576.01	3,717,523.75	1,305,896.25	0.00	1,305,896.25	26.00
E01	Personnel Expense							
001-0100-5000	Salary Expense	469,904.11	31,168.55	362,803.92	107,100.19	0.00	107,100.19	22.79
001-0100-5001	Elected Officials Salary Exp	175,409.62	15,538.18	142,376.45	33,033.17	0.00	33,033.17	18.83

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0100-5005	SWB Reimbursement	-545,000.00	-45,416.65	-408,749.85	-136,250.15	0.00	-136,250.15	0.00
001-0100-5010	Overtime Expense	5,000.00	294.24	1,896.32	3,103.68	0.00	3,103.68	62.07
001-0100-5020	FICA Expense	56,797.30	3,582.47	38,687.79	18,109.51	0.00	18,109.51	31.88
001-0100-5022	Unemployment Expense	3,960.00	0.00	1,844.71	2,115.29	0.00	2,115.29	53.42
001-0100-5025	Worker's Comp Expense	3,500.00	0.00	3,367.34	132.66	0.00	132.66	3.79
001-0100-5030	APERS Expense	102,218.10	5,882.80	66,391.00	35,827.10	0.00	35,827.10	35.05
001-0100-5038	Pension Expense	2,200.00	179.37	1,614.33	585.67	538.11	47.56	2.16
001-0100-5040	Health Insurance Expense	84,654.36	6,086.28	57,684.86	26,969.50	0.00	26,969.50	31.86
001-0100-5042	Employee Assistance Program	5,750.00	0.00	4,310.50	1,439.50	479.00	960.50	16.70
001-0100-5044	Legal Services Expense	22,500.00	0.00	10,000.00	12,500.00	0.00	12,500.00	55.56
001-0100-5050	Physical & Drug Screen Exp	600.00	0.00	0.00	600.00	0.00	600.00	100.00
001-0100-5054	BYOD - Admin	0.00	50.00	150.00	-150.00	0.00	-150.00	0.00
001-0100-5055	Uniform Expense	700.00	0.00	303.75	396.25	0.00	396.25	56.61
001-0100-5057	Vehicle Allowance	8,000.00	473.52	4,627.20	3,372.80	0.00	3,372.80	42.16
001-0100-5060	Travel & Training Expense	12,940.00	320.16	5,072.23	7,867.77	10.51	7,857.26	60.72
001-0100-5065	First Aid Expense	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	E01 Sub Totals:	409,233.49	18,158.92	292,380.55	116,852.94	1,027.62	115,825.32	28.30
E10	Building & Grounds Exp							
001-0100-5102	Repairs & Maint - Building	2,350.00	24.19	2,073.71	276.29	193.02	83.27	3.54
001-0100-5104	Repairs & Maint - Grounds	4,200.00	0.00	2,883.10	1,316.90	402.42	914.48	21.77
001-0100-5110	Utilities - Electric	11,000.00	747.92	6,017.81	4,982.19	0.00	4,982.19	45.29
001-0100-5111	Utilities - Gas	1,600.00	0.00	779.07	820.93	0.00	820.93	51.31
001-0100-5112	Utilities - Water	1,200.00	45.20	553.78	646.22	0.00	646.22	53.85
001-0100-5115	Communication Exp - Telephone	17,500.00	1,461.39	10,337.62	7,162.38	1,149.05	6,013.33	34.36
001-0100-5116	Communication Exp - Cellular	6,500.00	391.21	5,082.24	1,417.76	8.99	1,408.77	21.67
001-0100-5120	Insurance - Property	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
001-0100-5130	Sanitation	2,500.00	0.00	797.74	1,702.26	0.00	1,702.26	68.09
001-0100-5142	Janitorial Supplies - B&G	4,000.00	0.00	2,601.93	1,398.07	334.21	1,063.86	26.60
	E10 Sub Totals:	52,850.00	2,669.91	31,127.00	21,723.00	2,087.69	19,635.31	37.15
E20	Vehicle Expense							
001-0100-5200	Fuel Expense	1,500.00	144.75	981.40	518.60	0.00	518.60	34.57
001-0100-5225	Insurance Expense - Vehicle	1,000.00	0.00	305.00	695.00	0.00	695.00	69.50
	E20 Sub Totals:	2,500.00	144.75	1,286.40	1,213.60	0.00	1,213.60	48.54
E30	Supply Expense							
001-0100-5061	Training Aids-Administration	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0100-5212	Office Equip Purch/Mnt-Admin	1,500.00	0.00	191.71	1,308.29	0.00	1,308.29	87.22
001-0100-5300	Supplies - Office	5,000.00	696.98	4,087.87	912.13	235.17	676.96	13.54
001-0100-5334	Supplies - Volunteer	2,000.00	100.00	100.00	1,900.00	0.00	1,900.00	95.00
001-0100-5350	Postage Expense	3,000.00	0.00	-2,052.99	5,052.99	0.00	5,052.99	168.43

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30	E30 Sub Totals:	12,000.00	796.98	2,326.59	9,673.41	235.17	9,438.24	78.65
	Operations Expense							
001-0100-5480	Dues & Subscriptions	7,200.00	28.00	1,763.43	5,436.57	102.90	5,333.67	74.08
001-0100-5481	Municipal/Metro Dues-Admin	55,000.00	0.00	16,156.00	38,844.00	0.00	38,844.00	70.63
001-0100-5505	Mayor's Expense	3,000.00	625.00	2,015.00	985.00	0.00	985.00	32.83
001-0100-5506	City Clerk Expense	2,800.00	0.00	2,412.68	387.32	0.00	387.32	13.83
001-0100-5510	Meeting Expense	600.00	64.89	478.13	121.87	0.00	121.87	20.31
E40	E40 Sub Totals:	68,600.00	717.89	22,825.24	45,774.76	102.90	45,671.86	66.58
	Professional Services							
E55	Prof Services - Advertising	7,500.00	712.72	3,176.49	4,323.51	154.40	4,169.11	55.59
001-0100-5553	Prof Services - Legal	24,000.00	154.58	11,135.20	12,864.80	2,290.95	10,573.85	44.06
001-0100-5586	Prof. Services - Other	37,700.00	0.00	31,746.57	5,953.43	1,667.00	4,286.43	11.37
001-0100-5588	Prof Services - Legal Notices	6,500.00	1,491.30	6,417.40	82.60	0.00	82.60	1.27
001-0100-5589	Prof Services - Printing	5,420.00	444.70	4,388.41	1,031.59	0.00	1,031.59	19.03
E55	E55 Sub Totals:	81,120.00	2,803.30	56,864.07	24,255.93	4,112.35	20,143.58	24.83
	Miscellaneous Expense							
E60	Travel & Training - Mayor	5,500.00	341.56	4,940.41	559.59	0.00	559.59	10.17
001-0100-5062	Travel & Training - City Clerk	3,325.00	0.00	881.26	2,443.74	733.44	1,710.30	51.44
001-0100-5101	Misc. Expense-Admin	500.00	0.00	491.95	8.05	0.00	8.05	1.61
001-0100-5600	Miscellaneous Expense	100.00	104.29	136.19	-36.19	0.00	-36.19	0.00
E60	E60 Sub Totals:	9,425.00	445.85	6,449.81	2,975.19	733.44	2,241.75	23.79
	Donation Expense							
E68	Boys and Girls Club Contract	35,000.00	0.00	26,250.00	8,750.00	0.00	8,750.00	25.00
001-0100-5680	Sr. Adults Contract	20,000.00	0.00	15,000.00	5,000.00	5,000.00	0.00	0.00
001-0100-5682	Historic Society Contract	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
E68	E68 Sub Totals:	65,000.00	0.00	41,250.00	23,750.00	5,000.00	18,750.00	28.85
	Fixed Assets							
001-0100-5816	Fixed Asse2011 Ridg Prop Aquis	37,451.78	0.00	0.00	37,451.78	0.00	37,451.78	100.00
E80	E80 Sub Totals:	37,451.78	0.00	0.00	37,451.78	0.00	37,451.78	100.00
	Interest Expense							
E85	Interest Expense	2,497.70	0.00	0.00	2,497.70	0.00	2,497.70	100.00
001-0100-5850	E85 Sub Totals:	2,497.70	0.00	0.00	2,497.70	0.00	2,497.70	100.00
	Expense Sub Totals:	740,677.97	25,737.60	454,509.66	286,168.31	13,299.17	272,869.14	36.84

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 001-0110	Dept 0100 Sub Totals:	-4,282,742.03	-365,838.41	-3,263,014.09	-1,019,727.94	13,299.17		
E60	Miscellaneous Expense							
001-0110-5604	Computer Hardware	49,458.00	0.00	14,223.42	35,234.58	0.00	35,234.58	71.24
001-0110-5606	Computer Maint & Support	125,120.00	6,200.00	80,192.30	44,927.70	24,600.00	20,327.70	16.25
001-0110-5608	Computer Software	37,300.00	0.00	16,315.91	20,984.09	0.00	20,984.09	56.26
001-0110-5610	Website Expense	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	100.00
001-0110-5612	Tools - IT	1,000.00	0.00	409.88	590.12	0.00	590.12	59.01
001-0110-5614	Copier Maint & Lease	33,600.00	1,573.28	18,499.59	15,100.41	4,719.84	10,380.57	30.89
E60 Sub Totals:		252,978.00	7,773.28	129,641.10	123,336.90	29,319.84	94,017.06	37.16
Expense Sub Totals:		252,978.00	7,773.28	129,641.10	123,336.90	29,319.84	94,017.06	37.16
Dept 001-0120	Dept 0110 Sub Totals:	252,978.00	7,773.28	129,641.10	123,336.90	29,319.84		
R20	Licenses Permits & Fees							
001-0120-4206	Annex/Rezoning Fees	2,400.00	125.00	2,461.00	-61.00	0.00	-61.00	0.00
001-0120-4250	Subdivision Plat & Filing Fees	7,000.00	555.00	3,618.00	3,382.00	0.00	3,382.00	48.31
R20 Sub Totals:		9,400.00	680.00	6,079.00	3,321.00	0.00	3,321.00	35.33
R50	Sale of Services							
001-0120-4538	Plotter Copies - PC Dev	100.00	0.00	0.00	100.00	0.00	100.00	100.00
R50 Sub Totals:		100.00	0.00	0.00	100.00	0.00	100.00	100.00
Revenue Sub Totals:		9,500.00	680.00	6,079.00	3,421.00	0.00	3,421.00	36.01
E01	Personnel Expense							
001-0120-5000	Salary Expense	98,243.72	7,477.60	73,976.62	24,267.10	0.00	24,267.10	24.70
001-0120-5010	Overtime Expense	500.00	48.24	319.59	180.41	0.00	180.41	36.08
001-0120-5020	FICA Expense	7,553.89	565.03	5,585.39	1,968.50	0.00	1,968.50	26.06
001-0120-5022	Unemployment Expense	720.00	0.00	388.48	331.52	0.00	331.52	46.04
001-0120-5025	Worker's Comp Expense	500.00	0.00	228.82	271.18	0.00	271.18	54.24
001-0120-5030	APERS Expense	12,862.82	952.10	9,709.95	3,152.87	0.00	3,152.87	24.51
001-0120-5040	Health Insurance Expense	13,587.84	1,132.32	10,270.88	3,316.96	0.00	3,316.96	24.41
001-0120-5050	Physical & Drug Screen Exp	150.00	0.00	0.00	150.00	0.00	150.00	100.00
001-0120-5060	Travel & Training Expense	1,100.00	-898.93	200.00	900.00	0.00	900.00	81.82
E01 Sub Totals:		135,218.27	9,276.36	100,679.73	34,538.54	0.00	34,538.54	25.54
E10	Building & Grounds Exp							
001-0120-5100	Building & Grounds Reim	2,530.00	0.00	0.00	2,530.00	0.00	2,530.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0120-5110	Utilities - Electric	1,400.00	149.58	1,176.57	223.43	0.00	223.43	15.96
001-0120-5111	Utilities - Gas	500.00	0.00	193.33	306.67	0.00	306.67	61.33
001-0120-5112	Utilities - Water	300.00	11.29	95.71	204.29	0.00	204.29	68.10
001-0120-5115	Communication Exp - Telephone	2,100.00	107.16	964.84	1,135.16	107.48	1,027.68	48.94
001-0120-5116	Communication Exp - Cellular	1,400.00	56.76	522.41	877.59	0.00	877.59	62.69
001-0120-5130	Sanitation - Planning	300.00	0.00	194.06	105.94	0.00	105.94	35.31
E10 Sub Totals:		8,530.00	324.79	3,146.92	5,383.08	107.48	5,275.60	61.85
E30	Supply Expense							
001-0120-5300	Supplies - Office	1,500.00	0.00	310.04	1,189.96	120.00	1,069.96	71.33
001-0120-5350	Postage Expense	1,000.00	0.00	397.83	602.17	0.00	602.17	60.22
E30 Sub Totals:		2,500.00	0.00	707.87	1,792.13	120.00	1,672.13	66.89
E40	Operations Expense							
001-0120-5480	Dues & Subscriptions	49,000.00	0.00	31,664.66	17,335.34	0.00	17,335.34	35.38
001-0120-5510	Meeting Expense	100.00	0.00	0.00	100.00	0.00	100.00	100.00
E40 Sub Totals:		49,100.00	0.00	31,664.66	17,435.34	0.00	17,435.34	35.51
E55	Professional Services							
001-0120-5553	Prof Services - Advertising	2,000.00	0.00	698.40	1,301.60	681.60	620.00	31.00
001-0120-5571	Prof Services - Engineering	12,240.00	1,020.00	9,010.17	3,229.83	0.00	3,229.83	26.39
001-0120-5574	Prof Services - GIS	6,120.00	0.00	4,080.00	2,040.00	510.00	1,530.00	25.00
001-0120-5589	Prof Services - Printing	300.00	25.00	225.00	75.00	0.00	75.00	25.00
E55 Sub Totals:		20,660.00	1,045.00	14,013.57	6,646.43	1,191.60	5,454.83	26.40
E60	Miscellaneous Expense							
001-0120-5608	Computer Software	7,310.00	898.93	898.93	6,411.07	0.00	6,411.07	87.70
E60 Sub Totals:		7,310.00	898.93	898.93	6,411.07	0.00	6,411.07	87.70
E70	Grant Expense							
001-0120-5610	Grant Exp - Jump Start	2,000.00	0.00	233.89	1,766.11	0.00	1,766.11	88.31
E70 Sub Totals:		2,000.00	0.00	233.89	1,766.11	0.00	1,766.11	88.31
Expense Sub Totals:		225,318.27	11,545.08	151,345.57	73,972.70	1,419.08	72,553.62	32.20
Dept 0120 Sub Totals:		215,818.27	10,865.08	145,266.57	70,551.70	1,419.08		
E90	Construction Projects							
001-0140-5901	Project - Forest Cove Grant Pr	25,000.00	1,476.29	4,732.31	20,267.69	0.00	20,267.69	81.07
E90 Sub Totals:		25,000.00	1,476.29	4,732.31	20,267.69	0.00	20,267.69	81.07

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	25,000.00	1,476.29	4,732.31	20,267.69	0.00	20,267.69	81.07
	Dept 0140 Sub Totals:	25,000.00	1,476.29	4,732.31	20,267.69	0.00		
	Licenses Permits & Fees							
R20	Adoption Revenue	4,000.00	410.00	3,140.00	860.00	0.00	860.00	21.50
001-0200-4202	Misc Revenue - Animal Control	10,000.00	430.00	5,839.55	4,160.45	0.00	4,160.45	41.60
001-0200-4222	Dog License Fee	3,000.00	335.00	1,114.00	1,886.00	0.00	1,886.00	62.87
001-0200-4224	Spay & Neuter Revenue	13,000.00	1,080.00	9,700.00	3,300.00	0.00	3,300.00	25.38
001-0200-4246								
	R20 Sub Totals:	30,000.00	2,255.00	19,793.55	10,206.45	0.00	10,206.45	34.02
	Fines & Forfeitures							
R40	Animal Control Fines	6,000.00	760.00	4,030.97	1,969.03	0.00	1,969.03	32.82
001-0200-4420								
	R40 Sub Totals:	6,000.00	760.00	4,030.97	1,969.03	0.00	1,969.03	32.82
	Intergovernmental Tsfrs							
R62	Xfer Designated Tax	383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00
001-0200-4627								
	R62 Sub Totals:	383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00
	Donation Revenue							
R68	Donation - Animal Shelter	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0200-4680	Donation - Dog Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0200-4682								
	R68 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	419,000.00	34,931.66	311,074.46	107,925.54	0.00	107,925.54	25.76
	Personnel Expense							
E01	Salary Expense	151,540.34	11,870.18	117,374.55	34,165.99	0.00	34,165.99	22.55
001-0200-5000	SWB Reimbursement	43,600.00	3,633.33	32,699.97	10,900.03	0.00	10,900.03	25.00
001-0200-5005	Overtime Expense	12,300.00	772.93	12,988.27	-688.27	0.00	-688.27	0.00
001-0200-5010	FICA Expense	12,740.16	938.97	9,721.03	3,019.13	0.00	3,019.13	23.70
001-0200-5020	Unemployment Expense	2,147.84	0.00	542.36	1,605.48	0.00	1,605.48	74.75
001-0200-5022	Worker's Comp Expense	500.00	0.00	172.29	327.71	0.00	327.71	65.54
001-0200-5025	APERS Expense	23,888.44	1,725.70	18,489.14	5,399.30	0.00	5,399.30	22.60
001-0200-5030	Health Insurance Expense	37,206.68	2,277.96	23,192.64	14,014.04	0.00	14,014.04	37.67
001-0200-5040	Physical & Drug Screen Exp	450.00	0.00	300.00	150.00	0.00	150.00	33.33
001-0200-5050	Uniform Expense	2,500.00	0.00	1,644.68	855.32	101.77	753.55	30.14
001-0200-5055	Travel & Training Expense	2,055.00	0.00	1,037.56	1,017.44	0.00	1,017.44	49.51
001-0200-5060	First Aid Expense	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0200-5065								
	E01 Sub Totals:	289,428.66	21,219.07	218,162.49	71,266.17	101.77	71,164.40	24.59

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	Building & Grounds Exp							
001-0200-5102	Repairs & Maint - Building	2,000.00	45.86	1,561.56	438.44	0.00	438.44	21.92
001-0200-5104	Repairs & Maint - Grounds	2,000.00	0.00	593.99	1,406.01	0.00	1,406.01	70.30
001-0200-5110	Utilities - Electric	8,000.00	656.66	7,170.04	829.96	568.22	261.74	3.27
001-0200-5111	Utilities - Gas	500.00	14.98	416.27	83.73	14.98	68.75	13.75
001-0200-5112	Utilities - Water	800.00	89.85	592.46	207.54	0.00	207.54	25.94
001-0200-5115	Communication Exp - Telephone	7,500.00	772.63	5,348.20	2,151.80	1,042.36	1,109.44	14.79
001-0200-5120	Insurance - Property	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00
001-0200-5125	Alarm	800.00	63.50	508.00	292.00	63.50	228.50	28.56
001-0200-5130	Sanitation	1,500.00	0.00	1,149.71	350.29	0.00	350.29	23.35
001-0200-5140	Supplies - B&G	500.00	0.00	171.25	328.75	0.00	328.75	65.75
001-0200-5145	Tools	2,200.00	0.00	428.37	1,771.63	121.86	1,649.77	74.99
	E10 Sub Totals:	27,000.00	1,643.48	17,939.85	9,060.15	1,810.92	7,249.23	26.85
E20	Vehicle Expense							
001-0200-5200	Fuel Expense	5,649.00	378.70	3,408.37	2,240.63	0.00	2,240.63	39.66
001-0200-5210	Service & Repair - Vehicle	2,000.00	0.00	224.73	1,775.27	9.00	1,766.27	88.31
001-0200-5212	Service & Repair - Equipment	200.00	0.00	34.23	165.77	0.00	165.77	82.89
001-0200-5213	Equipment Repairs - Tires	1,000.00	0.00	0.00	1,000.00	211.13	788.87	78.89
001-0200-5225	Insurance Expense - Vehicle	1,065.00	0.00	1,061.39	3.61	0.00	3.61	0.34
	E20 Sub Totals:	9,914.00	378.70	4,728.72	5,185.28	220.13	4,965.15	50.08
E30	Supply Expense							
001-0200-5300	Supplies - Office	500.00	0.00	461.76	38.24	6.40	31.84	6.37
001-0200-5302	Supplies - Kitchen	250.00	0.00	202.43	47.57	0.00	47.57	19.03
001-0200-5306	Supplies - Food Allowance	1,550.00	219.65	1,737.23	-187.23	84.23	-271.46	0.00
001-0200-5322	Supplies - Operating	3,300.00	128.33	1,177.02	2,122.98	10.92	2,112.06	64.00
001-0200-5350	Postage Expense	150.00	0.00	113.56	36.44	0.00	36.44	24.29
001-0200-5370	Medicine Expense	4,000.00	30.70	1,901.44	2,098.56	1,934.85	163.71	4.09
001-0200-5371	Spay & Neuter Vouchers	2,000.00	0.00	515.00	1,485.00	30.00	1,455.00	72.75
	E30 Sub Totals:	11,750.00	378.68	6,108.44	5,641.56	2,066.40	3,575.16	30.43
E40	Operations Expense							
001-0200-5116	Communication Exp - Cellular	3,300.00	267.04	2,409.64	890.36	0.00	890.36	26.98
001-0200-5141	Pest/Chem/Seed/Fert	1,000.00	0.00	739.17	260.83	15.24	245.59	24.56
001-0200-5142	Janitorial Supplies	3,000.00	253.24	1,714.26	1,285.74	84.74	1,201.00	40.03
001-0200-5323	Material and Maint.	200.00	0.00	0.00	200.00	0.00	200.00	100.00
001-0200-5480	Dues & Subscriptions	900.00	64.11	819.36	80.64	0.00	80.64	8.96
001-0200-5593	Animal Care Charges	2,300.00	368.92	791.60	1,508.40	110.06	1,398.34	60.80
001-0200-5608	Computer Software	310.00	0.00	0.00	310.00	0.00	310.00	100.00
	E40 Sub Totals:	11,010.00	953.31	6,474.03	4,535.97	210.04	4,325.93	39.29
E55	Professional Services							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0200-5061	Marketing Expense	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0200-5577	Prof Services - Incineration & Disp	3,000.00	0.00	2,851.30	148.70	16.36	132.34	4.41
001-0200-5589	Prof Services - Printing	445.00	35.00	338.72	106.28	0.00	106.28	23.88
001-0200-5592	Prof Services - Veterinarian	13,500.00	0.00	12,156.89	1,343.11	3,488.87	-2,145.76	0.00
E55 Sub Totals:		17,445.00	35.00	15,346.91	2,098.09	3,505.23	-1,407.14	0.00
E60	Miscellaneous Expense							
001-0200-5600	Miscellaneous Expense	1,300.00	12.40	1,248.37	51.63	0.00	51.63	3.97
E60 Sub Totals:		1,300.00	12.40	1,248.37	51.63	0.00	51.63	3.97
E80	Fixed Assets							
001-0200-5803	Fixed Assets - A/C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E80 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense Sub Totals:		367,847.66	24,620.64	270,008.81	97,838.85	7,914.49	89,924.36	24.45
Dept 0200 Sub Totals:		-51,152.34	-10,311.02	-41,065.65	-10,086.69	7,914.49		
Dept 001-0300 R40	Fines & Forfeitures							
001-0300-4400	Act 316 of 1991 Revenue	200.00	18.12	182.38	17.62	0.00	17.62	8.81
001-0300-4412	City Attorney Reim	26,000.00	2,190.68	19,677.38	6,322.62	0.00	6,322.62	24.32
001-0300-4414	Court Fines	450,000.00	31,972.70	326,583.14	123,416.86	0.00	123,416.86	27.43
001-0300-4416	District Court Reim	10,000.00	1,181.04	10,608.48	-608.48	0.00	-608.48	0.00
001-0300-4424	Judge Retirement Reim	5,200.00	394.84	3,546.58	1,653.42	0.00	1,653.42	31.80
001-0300-4426	Ordinance 89-15 Revenue	20,000.00	1,966.60	17,664.63	2,335.37	0.00	2,335.37	11.68
001-0300-4428	Warrant Fees	60,000.00	5,728.15	56,507.55	3,492.45	0.00	3,492.45	5.82
R40 Sub Totals:		571,400.00	43,452.13	434,770.14	136,629.86	0.00	136,629.86	23.91
R60	Miscellaneous Revenue							
001-0300-4422	Intoximeter Revenue	550.00	-535.93	0.00	550.00	0.00	550.00	100.00
001-0300-4600	Miscellaneous Revenue	5,150.00	2,000.00	2,058.75	3,091.25	0.00	3,091.25	60.02
R60 Sub Totals:		5,700.00	1,464.07	2,058.75	3,641.25	0.00	3,641.25	63.88
R64	Reimbursement							
001-0300-4640	Saline County	180,000.00	0.00	111,023.20	68,976.80	0.00	68,976.80	38.32
R64 Sub Totals:		180,000.00	0.00	111,023.20	68,976.80	0.00	68,976.80	38.32
Revenue Sub Totals:		757,100.00	44,916.20	547,852.09	209,247.91	0.00	209,247.91	27.64
E01	Personnel Expense							
001-0300-5000	Salary Expense	211,109.40	16,088.46	155,555.98	55,553.42	0.00	55,553.42	26.31

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0300-5010	Overtime Expense	1,000.00	68.93	796.81	203.19	0.00	203.19	20.32
001-0300-5020	FICA Expense	16,188.12	1,184.30	11,793.54	4,394.58	0.00	4,394.58	27.15
001-0300-5022	Unemployment Expense	2,520.00	0.00	965.37	1,554.63	0.00	1,554.63	61.69
001-0300-5025	Worker's Comp Expense	500.00	0.00	493.84	6.16	0.00	6.16	1.23
001-0300-5030	APERS Expense	31,487.08	2,321.86	22,772.99	8,714.09	0.00	8,714.09	27.68
001-0300-5038	Pension Expense-Judge Rtmnt	11,500.00	0.00	0.00	11,500.00	0.00	11,500.00	100.00
001-0300-5040	Health Insurance Expense	35,967.84	2,997.32	25,990.16	9,977.68	0.00	9,977.68	27.74
001-0300-5050	Physical & Drug Screen Exp	750.00	0.00	325.00	425.00	0.00	425.00	56.67
001-0300-5055	Uniform Expense	490.00	0.00	46.00	444.00	226.72	217.28	44.34
001-0300-5060	Travel & Training Expense	9,391.06	0.00	1,029.85	8,361.21	0.00	8,361.21	89.03
001-0300-5070	Judge - Share to State	30,000.00	2,405.18	21,646.61	8,353.39	0.00	8,353.39	27.84
	E01 Sub Totals:	350,903.50	25,066.05	241,416.15	109,487.35	226.72	109,260.63	31.14
E10	Building & Grounds Exp							
001-0300-5102	Repairs & Maint - Building	10,915.00	28.92	1,613.54	9,301.46	235.79	9,065.67	83.06
001-0300-5103	Office Equipm/Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
001-0300-5110	Utilities - Electric	6,130.00	598.32	4,706.41	1,423.59	0.00	1,423.59	23.22
001-0300-5111	Utilities - Gas	1,275.00	0.00	773.52	501.48	0.00	501.48	39.33
001-0300-5112	Utilities - Water	770.00	45.18	419.53	350.47	0.00	350.47	45.52
001-0300-5115	Communication Exp - Telephone	7,500.00	787.57	4,897.51	2,602.49	428.64	2,173.85	28.98
001-0300-5130	Sanitation	865.00	0.00	776.16	88.84	0.00	88.84	10.27
	E10 Sub Totals:	28,455.00	1,459.99	13,186.67	15,268.33	664.43	14,603.90	51.32
E30	Supply Expense							
001-0300-5300	Supplies - Office	6,000.00	644.08	1,682.50	4,317.50	1,770.90	2,546.60	42.44
001-0300-5350	Postage Expense	1,000.00	0.00	514.06	485.94	0.00	485.94	48.59
	E30 Sub Totals:	7,000.00	644.08	2,196.56	4,803.44	1,770.90	3,032.54	43.32
E40	Operations Expense							
001-0300-5142	Janitorial Supplies	650.00	0.00	0.00	650.00	0.00	650.00	100.00
001-0300-5480	Dues & Subscriptions	3,000.00	48.65	1,241.93	1,758.07	0.00	1,758.07	58.60
001-0300-5608	Computer Software	20,000.00	0.00	8,790.00	11,210.00	4,680.00	6,530.00	32.65
	E40 Sub Totals:	23,650.00	48.65	10,031.93	13,618.07	4,680.00	8,938.07	37.79
E55	Professional Services							
001-0300-5553	Prof Services - Advertising	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0300-5589	Prof Services - Printing	3,000.00	0.00	741.20	2,258.80	0.00	2,258.80	75.29
	E55 Sub Totals:	3,500.00	0.00	741.20	2,758.80	0.00	2,758.80	78.82
E60	Miscellaneous Expense							
001-0300-5606	Computer Maint & Support	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0300-5614	Copier Maint & Lease	3,000.00	0.00	1,136.97	1,863.03	0.00	1,863.03	62.10

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E60 Sub Totals:		3,500.00	0.00	1,136.97	2,363.03	0.00	2,363.03	67.52
Expense Sub Totals:		417,008.50	27,218.77	268,709.48	148,299.02	7,342.05	140,956.97	33.80
Dept 0300 Sub Totals:		-340,091.50	-17,697.43	-279,142.61	-60,948.89	7,342.05		
Parks General								
Intergovernmental Tsfrs								
Xfer Designated Tax		383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00
Xfer Park 1/8 O & M		480,000.00	40,000.00	360,000.00	120,000.00	0.00	120,000.00	25.00
R62 Sub Totals:		863,000.00	71,916.66	647,249.94	215,750.06	0.00	215,750.06	25.00
Revenue Sub Totals:		863,000.00	71,916.66	647,249.94	215,750.06	0.00	215,750.06	25.00
Personnel Expense								
Salary Expense		238,602.55	11,380.90	129,244.30	109,358.25	0.00	109,358.25	45.83
Park General - Part Time Labor		33,000.00	1,631.16	24,935.74	8,064.26	0.00	8,064.26	24.44
SWB Reimbursement		174,400.00	14,533.33	130,799.97	43,600.03	0.00	43,600.03	25.00
Overtime Expense		15,000.00	0.00	4,738.15	10,261.85	0.00	10,261.85	68.41
FICA Expense		23,412.00	1,008.06	12,273.44	11,138.56	0.00	11,138.56	47.58
Unemployment Expense		4,445.07	0.00	1,270.03	3,175.04	0.00	3,175.04	71.43
Worker's Comp Expense		7,000.00	0.00	6,929.66	70.34	0.00	70.34	1.00
APERS Expense		37,736.06	1,702.85	19,508.60	18,227.46	0.00	18,227.46	48.30
Health Insurance Expense		63,463.20	3,577.02	29,889.40	33,573.80	0.00	33,573.80	52.90
Physical & Drug Screen Exp		900.00	0.00	600.00	300.00	0.00	300.00	33.33
Uniform Expense		4,100.00	0.00	588.60	3,511.40	1,017.70	2,493.70	60.82
Vehicle Allowance		6,000.00	461.54	4,384.63	1,615.37	0.00	1,615.37	26.92
Travel & Training Expense		3,100.00	249.32	2,044.32	1,055.68	950.00	105.68	3.41
E01 Sub Totals:		611,158.88	34,544.18	367,206.84	243,952.04	1,967.70	241,984.34	39.59
Building & Grounds Exp								
Utilities - Electric		4,250.00	722.41	5,218.81	-968.81	0.00	-968.81	0.00
Utilities - Water		3,000.00	0.00	1,243.20	1,756.80	100.17	1,656.63	55.22
Insurance - Property		2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
Sanitation		3,500.00	0.00	0.00	3,500.00	40.48	3,459.52	98.84
Tools		3,000.00	0.00	2,958.83	41.17	51.38	-10.21	0.00
E10 Sub Totals:		15,750.00	722.41	9,420.84	6,329.16	192.03	6,137.13	38.97
Vehicle Expense								
Fuel Expense		22,000.00	1,254.58	12,572.83	9,427.17	0.00	9,427.17	42.85
Insurance Expense - Vehicle		3,000.00	0.00	2,983.25	16.75	0.00	16.75	0.56

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E20	E20 Sub Totals:	25,000.00	1,254.58	15,556.08	9,443.92	0.00	9,443.92	37.78
	Supply Expense							
001-0400-5322	Supplies - Operating	118,730.00	700.00	103,760.36	14,969.64	1,118.00	13,851.64	11.67
001-0400-5350	Postage Expense	100.00	0.00	50.37	49.63	0.00	49.63	49.63
001-0400-5380	Prisoner Care Expense	1,000.00	144.44	321.09	678.91	0.00	678.91	67.89
E30	E30 Sub Totals:	119,830.00	844.44	104,131.82	15,698.18	1,118.00	14,580.18	12.17
E55	Professional Services							
001-0400-5550	Prof Services - Acctg & Audit	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00
001-0400-5586	Prof Services - Other	20,000.00	6,008.04	15,365.28	4,634.72	115.00	4,519.72	22.60
E55	E55 Sub Totals:	25,000.00	6,008.04	20,365.28	4,634.72	115.00	4,519.72	18.08
E60	Miscellaneous Expense							
001-0400-5608	Computer Software	3,000.00	69.99	489.93	2,510.07	0.00	2,510.07	83.67
E60	E60 Sub Totals:	3,000.00	69.99	489.93	2,510.07	0.00	2,510.07	83.67
	Expense Sub Totals:	799,738.88	43,443.64	517,170.79	282,568.09	3,392.73	279,175.36	34.91
Dept 0400	Dept 0400 Sub Totals:	-63,261.12	-28,473.02	-130,079.15	66,818.03	3,392.73		
R36	Park Program Fees							
001-0410-4384	Tennis	500.00	0.00	-308.00	808.00	0.00	808.00	161.60
R36	R36 Sub Totals:	500.00	0.00	-308.00	808.00	0.00	808.00	161.60
R50	Sale of Services							
001-0410-4500	Mills Pool-Admin/Concessions	65,000.00	529.25	65,686.15	-686.15	0.00	-686.15	0.00
001-0410-4534	Pavillion Fees	5,050.00	602.50	5,692.50	-642.50	0.00	-642.50	0.00
R50	R50 Sub Totals:	70,050.00	1,131.75	71,378.65	-1,328.65	0.00	-1,328.65	0.00
	Revenue Sub Totals:	70,550.00	1,131.75	71,070.65	-520.65	0.00	-520.65	0.00
E01	Personnel Expense							
001-0410-5020	FICA Expense	1,912.60	86.12	1,905.47	7.13	0.00	7.13	0.37
001-0410-5022	Unemployment Expense	750.00	0.00	58.05	691.95	0.00	691.95	92.26
001-0410-5025	Worker's Comp Expense	500.00	0.00	483.46	16.54	0.00	16.54	3.31
001-0410-5050	Physical & Drug Screen Exp	2,550.00	0.00	2,475.00	75.00	0.00	75.00	2.94
E01	E01 Sub Totals:	5,712.60	86.12	4,921.98	790.62	0.00	790.62	13.84
E10	Building & Grounds Exp							
001-0410-5001	Park Mills - Part Time Labor	25,000.00	1,125.38	24,906.39	93.61	0.00	93.61	0.37

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0410-5102	Repairs & Maint - Building	1,000.00	331.96	681.96	318.04	0.00	318.04	31.80
001-0410-5104	Repairs & Maint - Grounds	9,198.00	0.00	7,164.58	2,033.42	0.00	2,033.42	22.11
001-0410-5105	Repairs & Maint - Pool	2,500.00	100.92	2,359.37	140.63	84.10	56.53	2.26
001-0410-5110	Utilities - Electric	4,500.00	608.30	4,472.64	27.36	0.00	27.36	0.61
001-0410-5112	Utilities - Water	1,500.00	0.00	548.89	951.11	87.90	863.21	57.55
001-0410-5120	Insurance - Property	750.00	0.00	0.00	750.00	0.00	750.00	100.00
001-0410-5130	Sanitation	4,500.00	87.76	3,841.69	658.31	0.00	658.31	14.63
	E10 Sub Totals:	48,948.00	2,254.32	43,975.52	4,972.48	172.00	4,800.48	9.81
E30	Supply Expense							
001-0410-5308	Supplies - Concession	2,500.00	0.00	1,732.99	767.01	0.00	767.01	30.68
001-0410-5328	Supplies - Pools	3,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	6,000.00	0.00	5,232.99	767.01	0.00	767.01	12.78
E40	Operations Expense							
001-0410-5111	Utilities - Gas	600.00	0.00	107.86	492.14	0.00	492.14	82.02
	E40 Sub Totals:	600.00	0.00	107.86	492.14	0.00	492.14	82.02
	Expense Sub Totals:	61,260.60	2,340.44	54,238.35	7,022.25	172.00	6,850.25	11.18
	Dept 0410 Sub Totals:	-9,289.40	1,208.69	-16,832.30	7,542.90	172.00		
Dept 001-0420								
E10	Building & Grounds Exp							
001-0420-5104	Building & Grounds Exp	3,500.00	407.88	1,893.88	1,606.12	0.00	1,606.12	45.89
	E10 Sub Totals:	3,500.00	407.88	1,893.88	1,606.12	0.00	1,606.12	45.89
	Expense Sub Totals:	3,500.00	407.88	1,893.88	1,606.12	0.00	1,606.12	45.89
	Dept 0420 Sub Totals:	3,500.00	407.88	1,893.88	1,606.12	0.00		
Dept 001-0430								
R30	Membership Fees							
001-0430-4300	Membership Family	224,000.00	16,973.75	155,315.02	68,684.98	0.00	68,684.98	30.66
001-0430-4301	Membership Senior	80,000.00	8,550.00	74,590.00	5,410.00	0.00	5,410.00	6.76
001-0430-4302	Membership Adults	60,000.00	4,145.00	40,045.00	19,955.00	0.00	19,955.00	33.26
001-0430-4303	Membership Youth	20,000.00	2,150.00	18,400.00	1,600.00	0.00	1,600.00	8.00
001-0430-4304	Membership Silver Sneakers	55,000.00	0.00	41,840.00	13,160.00	0.00	13,160.00	23.93
001-0430-4310	Membership 3 Mo Adult	550.00	0.00	50.00	500.00	0.00	500.00	90.91
001-0430-4311	Membership 3 Mo Youth	7,000.00	90.00	7,084.00	-84.00	0.00	-84.00	0.00
001-0430-4312	Membership 3 Mo Senior	8,500.00	720.00	8,235.00	265.00	0.00	265.00	3.12
001-0430-4313	Membership 3 Mo Family	14,000.00	730.00	12,835.00	1,165.00	0.00	1,165.00	8.32

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0430-4314	Membership 3 Mo College	900.00	120.00	120.00	780.00	0.00	780.00	86.67
001-0430-4318	Membership 6 Mo College	1,000.00	60.00	60.00	940.00	0.00	940.00	94.00
001-0430-4319	Membership 6 Mo Military	2,400.00	974.00	974.00	1,426.00	0.00	1,426.00	59.42
001-0430-4320	Membership Annual Adult	9,000.00	600.00	7,573.62	1,426.38	0.00	1,426.38	15.85
001-0430-4321	Membership Annual Youth	6,500.00	720.00	4,940.00	1,560.00	0.00	1,560.00	24.00
001-0430-4322	Membership Annual Senior	45,000.00	2,160.00	33,040.00	11,960.00	0.00	11,960.00	26.58
001-0430-4323	Membership Annual Family	25,000.00	1,617.00	15,657.00	9,343.00	0.00	9,343.00	37.37
001-0430-4384	Spec Prgms-Tennis Youth	3,000.00	486.68	3,257.24	-257.24	0.00	-257.24	0.00
	R30 Sub Totals:	561,850.00	40,096.43	424,015.88	137,834.12	0.00	137,834.12	24.53
R33	Rental Fees							
001-0430-4332	Equipment Rental	3,000.00	-75.00	1,445.00	1,555.00	0.00	1,555.00	51.83
001-0430-4334	After Hours Charge Bishop	1,000.00	45.00	345.00	655.00	0.00	655.00	65.50
001-0430-4336	Room Rental Large Room (both)	11,200.00	3,700.00	14,900.00	-3,700.00	0.00	-3,700.00	0.00
001-0430-4337	Room Rental Large Room	15,000.00	1,015.00	10,715.00	4,285.00	0.00	4,285.00	28.57
001-0430-4338	Room Rental Small Rooms (both)	3,000.00	1,300.00	2,765.00	235.00	0.00	235.00	7.83
001-0430-4339	Room Rental Small Room	5,200.00	430.00	5,015.00	185.00	0.00	185.00	3.56
001-0430-4340	Room Rental Party Room	30,000.00	1,920.00	19,465.00	10,535.00	0.00	10,535.00	35.12
001-0430-4341	Room Rental Court Gym	7,000.00	900.00	5,500.00	1,500.00	0.00	1,500.00	21.43
001-0430-4342	Room Rental Full Gym	3,100.00	0.00	3,100.00	0.00	0.00	0.00	0.00
001-0430-4343	Room Rental Full Facility	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00
001-0430-4344	Room Rental Fitness Room	1,600.00	0.00	1,470.00	130.00	0.00	130.00	8.13
001-0430-4345	Rental - Splash Pad	6,500.00	270.00	5,010.00	1,490.00	0.00	1,490.00	22.92
001-0430-4347	Competitive Pool Fees	10,000.00	36.00	6,238.00	3,762.00	0.00	3,762.00	37.62
001-0430-4348	Therapy Pool Fees	1,500.00	0.00	1,500.00	0.00	0.00	0.00	0.00
001-0430-4350	Use Agreement Fees	3,500.00	0.00	1,750.00	1,750.00	0.00	1,750.00	50.00
001-0430-4352	Rental - Outdoor Field Fees	2,000.00	0.00	37.50	1,962.50	0.00	1,962.50	98.13
001-0430-4354	Tournaments	40,000.00	0.00	24,420.00	15,580.00	0.00	15,580.00	38.95
	R33 Sub Totals:	146,600.00	9,541.00	106,675.50	39,924.50	0.00	39,924.50	27.23
R36	Park Program Fees							
001-0430-4257	Uncorking Fee - Beer/Wine	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
001-0430-4259	Uncorking Fee - Spirits	800.00	0.00	0.00	800.00	0.00	800.00	100.00
001-0430-4260	Parks Rental	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
001-0430-4364	Basketball	30,000.00	20.00	25,525.00	4,475.00	0.00	4,475.00	14.92
001-0430-4366	BASS Swim Program	35,000.00	5,025.00	33,490.50	1,509.50	0.00	1,509.50	4.31
001-0430-4370	Flag Football	5,000.00	1,019.00	2,240.00	2,760.00	0.00	2,760.00	55.20
001-0430-4374	Life Coach Class	10,700.00	802.50	11,505.81	-805.81	0.00	-805.81	0.00
001-0430-4376	Programs - Misc Activity	5,350.00	0.00	5,350.00	0.00	0.00	0.00	0.00
001-0430-4382	Pool Swim Lessons	55,000.00	3,488.25	54,158.25	841.75	0.00	841.75	1.53
001-0430-4386	Track	1,500.00	0.00	1,155.00	345.00	0.00	345.00	23.00
001-0430-4390	Volleyball Adult/Youth	10,000.00	8,500.00	11,675.00	-1,675.00	0.00	-1,675.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R36 Sub Totals:		156,350.00	18,854.75	145,099.56	11,250.44	0.00	11,250.44	7.20
R50	Sale of Services							
001-0430-4500	Concessions - Bishop	37,300.00	1,465.98	38,780.66	-1,480.66	0.00	-1,480.66	0.00
001-0430-4514	Daily Admissions Adults	28,000.00	1,154.00	22,302.00	5,698.00	0.00	5,698.00	20.35
001-0430-4516	Daily Admissions Senior	1,500.00	128.00	1,293.00	207.00	0.00	207.00	13.80
001-0430-4518	Daily Admissions Youth	25,000.00	844.00	22,200.00	2,800.00	0.00	2,800.00	11.20
001-0430-4520	Multiple Adults	7,500.00	270.00	5,715.00	1,785.00	0.00	1,785.00	23.80
001-0430-4522	Multiple Senior	1,300.00	90.00	1,200.00	100.00	0.00	100.00	7.69
001-0430-4524	Multiple Youth	2,500.00	90.00	1,650.00	850.00	0.00	850.00	34.00
001-0430-4530	Merchandise Sales	3,500.00	229.00	1,280.00	2,220.00	0.00	2,220.00	63.43
001-0430-4532	Spectator Admissions	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
001-0430-4534	Red Cross Programs	5,000.00	0.00	5,885.00	-885.00	0.00	-885.00	0.00
R50 Sub Totals:		117,600.00	4,270.98	100,305.66	17,294.34	0.00	17,294.34	14.71
R60	Miscellaneous Revenue							
001-0430-4600	Miscellaneous Revenue	1,000.00	0.00	140.00	860.00	0.00	860.00	86.00
R60 Sub Totals:		1,000.00	0.00	140.00	860.00	0.00	860.00	86.00
R70	Grant Revenue							
001-0430-4702	Grant - Veterans	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
R70 Sub Totals:		50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
R74	Sponsorships							
001-0430-4740	Sponsorship/Rebates	20,350.00	300.00	15,951.00	4,399.00	0.00	4,399.00	21.62
001-0430-4742	Scoreboard Signage BP	110,000.00	5,083.34	33,002.90	76,997.10	0.00	76,997.10	70.00
R74 Sub Totals:		130,350.00	5,383.34	48,953.90	81,396.10	0.00	81,396.10	62.44
Revenue Sub Totals:		1,163,750.00	78,146.50	825,190.50	338,559.50	0.00	338,559.50	29.09
E01	Personnel Expense							
001-0430-5000	Salary Expense	304,348.19	23,344.61	220,311.62	84,036.57	0.00	84,036.57	27.61
001-0430-5001	Park Bishop - Part Time Labor	109,000.00	10,729.91	114,620.70	-5,620.70	0.00	-5,620.70	0.00
001-0430-5010	Overtime Expense	5,000.00	61.65	3,162.18	1,837.82	0.00	1,837.82	36.76
001-0430-5020	FICA Expense	34,022.68	2,582.18	25,617.19	8,405.49	0.00	8,405.49	24.71
001-0430-5022	Unemployment Expense	10,464.14	0.00	2,877.26	7,586.88	0.00	7,586.88	72.50
001-0430-5025	Worker's Comp Expense	9,000.00	0.00	8,702.36	297.64	0.00	297.64	3.31
001-0430-5030	APERS Expense	39,335.00	3,361.58	32,847.20	6,487.80	0.00	6,487.80	16.49
001-0430-5040	Health Insurance Expense	58,987.20	4,491.28	39,005.52	19,981.68	0.00	19,981.68	33.87
001-0430-5050	Physical & Drug Screen Exp	4,500.00	0.00	3,250.00	1,250.00	0.00	1,250.00	27.78
001-0430-5055	Uniform Expense	3,000.00	0.00	564.03	2,435.97	0.00	2,435.97	81.20

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E01 Sub Totals:		577,657.21	44,571.21	450,958.06	126,699.15	0.00	126,699.15	21.93
E10	Building & Grounds Exp							
001-0430-5102	Repairs & Maint - Building	22,000.00	372.64	13,061.30	8,938.70	7,407.33	1,531.37	6.96
001-0430-5104	Repairs & Maint - Grounds	53,400.00	207.66	50,858.52	2,541.48	358.50	2,182.98	4.09
001-0430-5105	Repairs & Maint - Pool	54,450.00	2,197.65	37,832.45	16,617.55	10,035.84	6,581.71	12.09
001-0430-5106	Repairs & Maint - Splash Pad	2,492.00	0.00	1,684.77	807.23	0.00	807.23	32.39
001-0430-5110	Utilities - Electric	185,000.00	19,564.75	148,272.86	36,727.14	0.00	36,727.14	19.85
001-0430-5111	Utilities - Gas	48,000.00	1,771.20	24,602.30	23,397.70	0.00	23,397.70	48.75
001-0430-5112	Utilities - Water	18,000.00	0.00	11,889.86	6,110.14	5,075.16	1,034.98	5.75
001-0430-5115	Communication Exp - Telephone	16,000.00	0.83	11,724.62	4,275.38	82.90	4,192.48	26.20
001-0430-5116	Communication Exp - Cellular	10,200.00	336.06	3,855.21	6,344.79	0.00	6,344.79	62.20
001-0430-5120	Insurance - Property	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00	100.00
001-0430-5130	Sanitation	18,000.00	0.00	16,926.36	1,073.64	0.00	1,073.64	5.96
001-0430-5140	Supplies - B&G	2,000.00	126.46	1,769.17	230.83	65.40	165.43	8.27
E10 Sub Totals:		464,542.00	24,577.25	322,477.42	142,064.58	23,025.13	119,039.45	25.63
E20	Vehicle Expense							
001-0430-5212	Service & Repair - Equipment	14,000.00	1,847.02	10,959.14	3,040.86	486.62	2,554.24	18.24
E20 Sub Totals:		14,000.00	1,847.02	10,959.14	3,040.86	486.62	2,554.24	18.24
E30	Supply Expense							
001-0430-5300	Supplies - Office	3,000.00	574.07	1,557.20	1,442.80	5.31	1,437.49	47.92
001-0430-5308	Supplies - Concession	32,500.00	1,278.91	32,271.72	228.28	0.00	228.28	0.70
001-0430-5330	Supplies - Park Programs	14,000.00	804.72	7,234.88	6,765.12	6,120.62	644.50	4.60
001-0430-5332	Supplies - Resale Merchandise	2,500.00	0.00	1,986.23	513.77	0.00	513.77	20.55
E30 Sub Totals:		52,000.00	2,657.70	43,050.03	8,949.97	6,125.93	2,824.04	5.43
E40	Operations Expense							
001-0430-5141	Pest/Chem/Seed/Fert-Bishop	2,000.00	5.97	951.57	1,048.43	0.00	1,048.43	52.42
001-0430-5142	Janitorial Supplies	22,000.00	1,093.82	22,149.13	-149.13	449.25	-598.38	0.00
001-0430-5214	Equipment-Bishop	30,000.00	0.00	29,651.59	348.41	0.00	348.41	1.16
001-0430-5460	BASS Program Expense	12,500.00	904.00	9,340.50	3,159.50	50.00	3,109.50	24.88
001-0430-5461	Aquatic Program Expense	2,500.00	0.00	2,405.43	94.57	0.00	94.57	3.78
001-0430-5475	Credit Card Fees	35,000.00	3,854.93	29,476.99	5,523.01	0.00	5,523.01	15.78
001-0430-5480	Dues & Subscriptions	500.00	0.00	385.00	115.00	0.00	115.00	23.00
E40 Sub Totals:		104,500.00	5,858.72	94,360.21	10,139.79	499.25	9,640.54	9.23
E55	Professional Services							
001-0430-5553	Prof Services - Advertising	3,000.00	0.00	1,469.05	1,530.95	487.20	1,043.75	34.79
001-0430-5585	Prof Service - Basketball	18,000.00	0.00	9,410.00	8,590.00	0.00	8,590.00	47.72
001-0430-5586	Prof Services - Other	62,250.00	1,224.00	63,223.70	-973.70	205.00	-1,178.70	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0430-5587	Prof Services - Aerobic Instr	27,000.00	3,813.00	22,208.75	4,791.25	811.50	3,979.75	14.74
001-0430-5589	Prof Services - Printing	5,035.00	264.11	2,453.32	2,581.68	858.60	1,723.08	34.22
E55 Sub Totals:		115,285.00	5,301.11	98,764.82	16,520.18	2,362.30	14,157.88	12.28
E60	Miscellaneous Expense							
001-0430-5485	Inspections & Monitoring	9,720.00	162.88	5,963.39	3,756.61	3,756.00	0.61	0.01
001-0430-5608	Computer Software	3,200.00	1,200.00	1,269.99	1,930.01	0.00	1,930.01	60.31
E60 Sub Totals:		12,920.00	1,362.88	7,233.38	5,686.62	3,756.00	1,930.62	14.94
E70	Grant Expense							
001-0430-5700	Grant Expense	115,000.00	0.00	7,081.99	107,918.01	800.00	107,118.01	93.15
E70 Sub Totals:		115,000.00	0.00	7,081.99	107,918.01	800.00	107,118.01	93.15
E80	Fixed Assets							
001-0430-5810	Fixed Assets - Equip/Imp.	85,000.00	0.00	85,000.00	0.00	0.00	0.00	0.00
001-0430-5813	Fixed Assets - Scoreboard	85,000.00	0.00	84,993.24	6.76	0.00	6.76	0.01
001-0430-5816	Fixed Assets Infrastructure	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E80 Sub Totals:		170,000.00	0.00	169,993.24	6.76	0.00	6.76	0.00
E85	Interest Expense							
001-0430-5850	Interest Expense	4,000.00	0.00	3,890.00	110.00	0.00	110.00	2.75
E85 Sub Totals:		4,000.00	0.00	3,890.00	110.00	0.00	110.00	2.75
Expense Sub Totals:		1,629,904.21	86,175.89	1,208,768.29	421,135.92	37,055.23	384,080.69	23.56
Dept 0430 Sub Totals:		466,154.21	8,029.39	383,577.79	82,576.42	37,055.23		
Dept 001-0440	Park Program Fees							
R36	Park Rental	750.00	0.00	0.00	750.00	0.00	750.00	100.00
001-0440-4260								
R36 Sub Totals:		750.00	0.00	0.00	750.00	0.00	750.00	100.00
Revenue Sub Totals:		750.00	0.00	0.00	750.00	0.00	750.00	100.00
E10	Building & Grounds Exp							
001-0440-5110	Utilities - Electric	750.00	0.00	0.00	750.00	0.00	750.00	100.00
E10 Sub Totals:		750.00	0.00	0.00	750.00	0.00	750.00	100.00
Expense Sub Totals:		750.00	0.00	0.00	750.00	0.00	750.00	100.00
Dept 0440 Sub Totals:		0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 001-0500	Fire Department							
R15	Taxes - Property							
001-0500-4156	Fire Rescue Funds	800.00	0.00	721.30	78.70	0.00	78.70	9.84
	R15 Sub Totals:	800.00	0.00	721.30	78.70	0.00	78.70	9.84
R60	Miscellaneous Revenue							
001-0500-4600	Miscellaneous Revenue	226,000.00	250,520.10	250,520.10	-24,520.10	0.00	-24,520.10	0.00
	R60 Sub Totals:	226,000.00	250,520.10	250,520.10	-24,520.10	0.00	-24,520.10	0.00
R62	Intergovernmental Tsfrs							
001-0500-4627	Xfer Designated Tax	960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00
001-0500-4629	Xfer Fire Special Tax	1,440,000.00	120,000.00	1,080,000.00	360,000.00	0.00	360,000.00	25.00
	R62 Sub Totals:	2,400,000.00	200,000.00	1,800,000.00	600,000.00	0.00	600,000.00	25.00
	Revenue Sub Totals:	2,626,800.00	450,520.10	2,051,241.40	575,558.60	0.00	575,558.60	21.91
E01	Personnel Expense							
001-0500-5000	Salary Expense	2,025,576.26	150,632.21	1,488,875.24	536,701.02	0.00	536,701.02	26.50
001-0500-5010	Overtime Expense	184,000.00	15,442.71	109,619.89	74,380.11	0.00	74,380.11	40.42
001-0500-5020	FICA Expense	34,140.60	2,511.75	24,136.88	10,003.72	0.00	10,003.72	29.30
001-0500-5022	Unemployment Expense	17,640.00	0.00	8,020.56	9,619.44	0.00	9,619.44	54.53
001-0500-5025	Worker's Comp Expense	79,000.00	0.00	78,058.08	941.92	0.00	941.92	1.19
001-0500-5030	APERS Expense	5,163.36	376.59	3,863.03	1,300.33	0.00	1,300.33	25.18
001-0500-5035	LOPFI Expense	442,324.62	33,099.23	174,355.06	267,969.56	0.00	267,969.56	60.58
001-0500-5036	LOPFI Perm Advance	-150,000.00	-29,088.56	-77,829.22	-72,170.78	0.00	-72,170.78	0.00
001-0500-5040	Health Insurance Expense	377,102.40	29,364.86	274,332.45	102,769.95	0.00	102,769.95	27.25
001-0500-5050	Physical & Drug Screen Exp	13,750.00	236.58	1,897.16	11,852.84	0.00	11,852.84	86.20
001-0500-5055	Uniform Expense	16,000.00	2,626.11	7,153.48	8,846.52	32.00	8,814.52	55.09
001-0500-5060	Travel & Training Expense	4,500.00	692.41	1,879.42	2,620.58	636.46	1,984.12	44.09
	E01 Sub Totals:	3,049,197.24	205,893.89	2,094,362.03	954,835.21	668.46	954,166.75	31.29
E10	Building & Grounds Exp							
001-0500-5102	Repairs & Maint - Building	34,900.00	2,554.20	14,385.55	20,514.45	9,932.97	10,581.48	30.32
001-0500-5110	Utilities - Electric	37,000.00	4,304.31	29,956.87	7,043.13	0.00	7,043.13	19.04
001-0500-5111	Utilities - Gas	6,000.00	87.89	3,551.71	2,448.29	0.00	2,448.29	40.80
001-0500-5112	Utilities - Water	6,500.00	611.73	3,937.17	2,562.83	0.00	2,562.83	39.43
001-0500-5115	Communication Exp - Telephone	21,000.00	1,604.57	14,221.48	6,778.52	741.70	6,036.82	28.75
001-0500-5116	Communication Exp - Cellular	4,000.00	237.04	2,610.67	1,389.33	0.00	1,389.33	34.73
001-0500-5120	Insurance - Property	10,500.00	0.00	0.00	10,500.00	0.00	10,500.00	100.00
001-0500-5130	Sanitation	1,500.00	0.00	366.30	1,133.70	0.00	1,133.70	75.58
001-0500-5145	Tools	1,200.00	6.85	975.92	224.08	0.00	224.08	18.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	E10 Sub Totals:	122,600.00	9,406.59	70,005.67	52,594.33	10,674.67	41,919.66	34.19
	Vehicle Expense							
001-0500-5200	Fuel Expense	38,000.00	2,146.79	19,317.50	18,682.50	33.07	18,649.43	49.08
001-0500-5212	Service & Repair - Equipment	3,000.00	65.26	240.73	2,759.27	68.14	2,691.13	89.70
001-0500-5215	R & M Vehicle	2,400.00	274.32	340.96	2,059.04	0.00	2,059.04	85.79
001-0500-5216	Service & Repair - Apparatus	257,500.00	5,150.33	28,562.78	228,937.22	210,091.40	18,845.82	7.32
001-0500-5225	Insurance Expense - Vehicle	20,000.00	0.00	19,768.68	231.32	0.00	231.32	1.16
001-0500-5230	Radios	2,500.00	0.00	1,031.06	1,468.94	0.00	1,468.94	58.76
	E20 Sub Totals:	323,400.00	7,636.70	69,261.71	254,138.29	210,192.61	43,945.68	13.59
E30	Supply Expense							
001-0500-5141	Pest/Chem/Seed/Fert-Fire	1,200.00	0.00	691.97	508.03	5.99	502.04	41.84
001-0500-5142	Janitorial Supplies-Fire	11,000.00	772.39	7,569.20	3,430.80	73.80	3,357.00	30.52
001-0500-5300	Supplies - Office	3,000.00	32.49	239.31	2,760.69	0.00	2,760.69	92.02
001-0500-5302	Supplies - Kitchen	1,200.00	142.03	696.66	503.34	0.00	503.34	41.95
001-0500-5304	Supplies - Extinguisher	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0500-5306	Supplies - Food Allowance	43,800.00	3,508.07	27,520.74	16,279.26	2,752.83	13,526.43	30.88
001-0500-5318	Supplies - Foam	1,500.00	0.00	1,414.74	85.26	0.00	85.26	5.68
001-0500-5320	Supplies - Hazardous Mat'l	2,000.00	0.00	351.70	1,648.30	920.23	728.07	36.40
001-0500-5350	Postage Expense	500.00	0.00	13.90	486.10	7.37	478.73	95.75
	E30 Sub Totals:	64,700.00	4,454.98	38,498.22	26,201.78	3,760.22	22,441.56	34.69
E40	Operations Expense							
001-0500-5061	Training Aids-Fire	7,750.00	19.58	6,330.34	1,419.66	408.33	1,011.33	13.05
001-0500-5217	Equipment Repair - Fire	3,000.00	0.00	784.70	2,215.30	724.83	1,490.47	49.68
001-0500-5218	Pager Purchase/Repair - Fire	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
001-0500-5323	Material and Maint. Fire	3,900.00	247.97	1,253.43	2,646.57	249.37	2,397.20	61.47
001-0500-5480	Dues & Subscriptions	1,500.00	0.00	520.00	980.00	0.00	980.00	65.33
001-0500-5530	Safety Program	10,000.00	7,975.25	7,996.93	2,003.07	0.00	2,003.07	20.03
	E40 Sub Totals:	27,150.00	8,242.80	16,885.40	10,264.60	1,382.53	8,882.07	32.71
E55	Professional Services							
001-0500-5553	Prof Services - Advertising	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
001-0500-5586	Prof Services - Other	1,500.00	0.00	900.00	600.00	0.00	600.00	40.00
001-0500-5589	Prof Services - Printing	1,000.00	30.00	270.00	730.00	0.00	730.00	73.00
	E55 Sub Totals:	3,500.00	30.00	1,170.00	2,330.00	0.00	2,330.00	66.57
E60	Miscellaneous Expense							
001-0500-5606	Computer Maint & Support	3,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00
	E60 Sub Totals:	3,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E70	Grant Expense							
001-0500-5700	Grant Expense	212.23	0.00	0.00	212.23	0.00	212.23	100.00
	E70 Sub Totals:	212.23	0.00	0.00	212.23	0.00	212.23	100.00
E80	Fixed Assets							
001-0500-5808	Fixed Assets - Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0500-5830	Springhill Fire Department	0.00	0.00	1,775.15	-1,775.15	0.00	-1,775.15	0.00
	E80 Sub Totals:	0.00	0.00	1,775.15	-1,775.15	0.00	-1,775.15	0.00
	Expense Sub Totals:	3,594,259.47	235,664.96	2,295,458.18	1,298,801.29	226,678.49	1,072,122.80	29.83
Dept 001-0510	Dept 0500 Sub Totals:	967,459.47	-214,855.14	244,216.78	723,242.69	226,678.49		
R15	Taxes - Property							
001-0510-4152	Springhill VFD Assessment	50,000.00	0.00	55,815.54	-5,815.54	0.00	-5,815.54	0.00
	R15 Sub Totals:	50,000.00	0.00	55,815.54	-5,815.54	0.00	-5,815.54	0.00
	Revenue Sub Totals:	50,000.00	0.00	55,815.54	-5,815.54	0.00	-5,815.54	0.00
E40	Operations Expense							
001-0510-5323	Material/Maintenance Springhill	50,000.00	0.00	0.00	50,000.00	6,465.98	43,534.02	87.07
001-0510-5800	Springhill VFD - Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E40 Sub Totals:	50,000.00	0.00	0.00	50,000.00	6,465.98	43,534.02	87.07
E80	Fixed Assets							
001-0510-5830	Springhill Fire Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E80 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	50,000.00	0.00	0.00	50,000.00	6,465.98	43,534.02	87.07
Dept 001-0600	Dept 0510 Sub Totals:	0.00	0.00	-55,815.54	55,815.54	6,465.98		
R40	Police							
001-0600-4422	Fines & Forfeitures	700.00	603.07	603.07	96.93	0.00	96.93	13.85
	Intoximeter Revenue							
	R40 Sub Totals:	700.00	603.07	603.07	96.93	0.00	96.93	13.85
R62	Intergovernmental Tsfrs							
001-0600-4627	Xfer Designated Tax	960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00
	R62 Sub Totals:	960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R66	Sale of Equipment							
001-0600-4900	Sale of Fixed Assets - Police	20,000.00	0.00	19,223.92	776.08	0.00	776.08	3.88
	R66 Sub Totals:	20,000.00	0.00	19,223.92	776.08	0.00	776.08	3.88
R70	Grant Revenue							
001-0600-4700	Grant - Police DUI/Step	25,000.00	0.00	3,601.37	21,398.63	0.00	21,398.63	85.59
001-0600-4702	Grant - Body Armor	9,000.00	0.00	6,351.01	2,648.99	0.00	2,648.99	29.43
001-0600-4704	Grant - JAG Equip	6,700.00	0.00	4,200.00	2,500.00	0.00	2,500.00	37.31
	R70 Sub Totals:	40,700.00	0.00	14,152.38	26,547.62	0.00	26,547.62	65.23
	Revenue Sub Totals:	1,021,400.00	80,603.07	753,979.37	267,420.63	0.00	267,420.63	26.18
E01	Personnel Expense							
001-0600-5000	Salary Expense	1,551,133.34	111,774.92	1,199,152.14	351,981.20	0.00	351,981.20	22.69
001-0600-5010	Overtime Expense	65,000.00	1,780.99	29,776.95	35,223.05	0.00	35,223.05	54.19
001-0600-5020	FICA Expense	123,414.02	8,852.78	93,582.25	29,831.77	0.00	29,831.77	24.17
001-0600-5022	Unemployment Expense	12,960.00	0.00	5,418.13	7,541.87	0.00	7,541.87	58.19
001-0600-5025	Worker's Comp Expense	26,000.00	0.00	24,389.62	1,610.38	0.00	1,610.38	6.19
001-0600-5030	APERS Expense	24,535.61	1,034.03	16,427.92	8,107.69	0.00	8,107.69	33.04
001-0600-5035	LOPFI Expense	320,879.11	24,415.23	103,491.82	217,387.29	0.00	217,387.29	67.75
001-0600-5036	LOPFI Prem Advance	-135,000.00	-25,795.52	-60,242.82	-74,757.18	0.00	-74,757.18	0.00
001-0600-5040	Health Insurance Expense	281,667.84	21,222.13	202,366.27	79,301.57	0.00	79,301.57	28.15
001-0600-5050	Physical & Drug Screen Exp	3,000.00	0.00	1,527.00	1,473.00	0.00	1,473.00	49.10
001-0600-5055	Uniform Expense	14,000.00	2,330.22	9,743.20	4,256.80	2,647.02	1,609.78	11.50
001-0600-5056	Uniform Expense - Cleaning	15,120.00	930.00	8,910.00	6,210.00	0.00	6,210.00	41.07
001-0600-5057	Uniform Expense - New Officer	15,000.00	0.00	226.17	14,773.83	0.00	14,773.83	98.49
001-0600-5060	Travel & Training Expense	20,480.00	3,951.75	18,642.59	1,837.41	0.00	1,837.41	8.97
001-0600-5065	First Aid Expense	500.00	0.00	0.00	500.00	0.00	500.00	100.00
001-0600-5705	Grant Expense - DUU/Step	25,000.00	3,532.61	9,870.74	15,129.26	0.00	15,129.26	60.52
	E01 Sub Totals:	2,363,689.92	154,029.14	1,663,281.98	700,407.94	2,647.02	697,760.92	29.52
E10	Building & Grounds Exp							
001-0600-5102	Repairs & Maint - Building	10,020.00	155.92	7,829.49	2,190.51	0.00	2,190.51	21.86
001-0600-5110	Utilities - Electric	14,000.00	1,405.01	10,255.47	3,744.53	0.00	3,744.53	26.75
001-0600-5111	Utilities - Gas	1,250.00	20.96	763.69	486.31	0.00	486.31	38.90
001-0600-5112	Utilities - Water	2,700.00	171.75	1,119.94	1,580.06	0.00	1,580.06	58.52
001-0600-5115	Communication Exp - Telephone	45,000.00	1,274.77	28,569.12	16,430.88	1,870.15	14,560.73	32.36
001-0600-5120	Insurance - Property	4,500.00	0.00	-26,708.68	31,208.68	0.00	31,208.68	693.53
001-0600-5130	Sanitation	1,900.00	0.00	1,487.87	412.13	0.00	412.13	21.69
	E10 Sub Totals:	79,370.00	3,028.41	23,316.90	56,053.10	1,870.15	54,182.95	68.27
E20	Vehicle Expense							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0600-5200	Fuel Expense	160,000.00	8,620.54	85,085.04	74,914.96	13.90	74,901.06	46.81
001-0600-5210	Service & Repair - Vehicle	35,000.00	6,724.06	36,752.09	-1,752.09	1,866.72	-3,618.81	0.00
001-0600-5211	Vehicle Expense - Car Wash	200.00	0.00	0.00	200.00	0.00	200.00	100.00
001-0600-5212	Equipment - CID - Police	2,400.00	111.75	1,095.00	1,305.00	0.00	1,305.00	54.38
001-0600-5218	Tire Expense	15,000.00	0.00	8,089.77	6,910.23	2,985.82	3,924.41	26.16
001-0600-5225	Insurance Expense - Vehicle	40,000.00	889.50	17,112.39	22,887.61	3,423.58	19,464.03	48.66
001-0600-5245	Narcotics Rental	6,100.00	0.00	0.00	6,100.00	0.00	6,100.00	100.00
	E20 Sub Totals:	258,700.00	16,345.85	148,134.29	110,565.71	8,290.02	102,275.69	39.53
E30	Supply Expense	5,000.00	233.41	4,203.26	796.74	211.12	585.62	11.71
001-0600-5300	Supplies - Office	3,000.00	0.00	1,537.15	1,462.85	556.60	906.25	30.21
001-0600-5310	Supplies - Weapons	18,000.00	11,010.00	17,184.92	815.08	0.00	815.08	4.53
001-0600-5312	Supplies - Ammunition	13,000.00	0.00	11,908.13	1,091.87	0.00	1,091.87	8.40
001-0600-5314	Supplies - Raid Vests	750.00	0.00	620.32	129.68	0.00	129.68	17.29
001-0600-5350	Postage Expense	1,000.00	0.00	36.29	963.71	0.00	963.71	96.37
001-0600-5380	Prisoner Care Expense	40,750.00	11,243.41	35,490.07	5,259.93	767.72	4,492.21	11.02
E40	Operations Expense	3,000.00	549.89	938.93	2,061.07	52.20	2,008.87	66.96
001-0600-5061	Training Aids-Police	28,000.00	1,891.59	19,905.35	8,094.65	875.98	7,218.67	25.78
001-0600-5116	Communication Exp - Cellular	3,000.00	258.89	1,351.53	1,648.47	721.82	926.65	30.89
001-0600-5213	Equipment Police	500.00	0.00	60.23	439.77	0.00	439.77	87.95
001-0600-5214	Service & Repair - Equipment	500.00	0.00	497.22	2.78	0.00	2.78	0.56
001-0600-5322	Misc/Equipment - Police	1,700.00	175.00	1,585.50	114.50	93.90	20.60	1.21
001-0600-5480	Dues & Subscriptions	5,000.00	0.00	377.53	4,622.47	1,774.21	2,848.26	56.97
001-0600-5525	Comm Crime Prevention Outreach	2,200.00	357.59	551.92	1,648.08	0.00	1,648.08	74.91
001-0600-5530	Safety Program	15,000.00	0.00	14,521.76	478.24	0.00	478.24	3.19
001-0600-5531	Radios - Police	46,020.00	0.00	42,331.00	3,689.00	0.00	3,689.00	8.02
001-0600-5608	Computer Software	104,920.00	3,232.96	82,120.97	22,799.03	3,518.11	19,280.92	18.38
E40 Sub Totals:								
E50	Professional Services	1,800.00	0.00	0.00	1,800.00	0.00	1,800.00	100.00
001-0600-5553	Prof Services - Advertising	5,000.00	151.17	4,271.69	728.31	50.39	677.92	13.56
001-0600-5559	Prof Services - Bldg & Grounds	14,700.00	2,134.17	7,937.07	6,762.93	75.00	6,687.93	45.50
001-0600-5586	Prof Services - Other	2,750.00	204.50	1,774.81	975.19	65.00	910.19	33.10
001-0600-5589	Prof Services - Printing	2,500.00	0.00	1,630.50	869.50	0.00	869.50	34.78
001-0600-5616	Interpreter-Police	26,750.00	2,489.84	15,614.07	11,135.93	190.39	10,945.54	40.92
E50 Sub Totals:								
E60	Miscellaneous Expense	17,660.00	0.00	10,639.93	7,020.07	4,680.00	2,340.07	13.25
001-0600-5606	Computer Maint & Support	880.00	64.90	573.02	306.98	0.00	306.98	34.88
001-0600-5617	Misc/Equipment Police							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E70	E60 Sub Totals:	18,540.00	64.90	11,212.95	7,327.05	4,680.00	2,647.05	14.28
	Grant Expense							
001-0600-5700	Grant Expense - Jag	6,700.00	0.00	4,200.00	2,500.00	0.00	2,500.00	37.31
E80	E70 Sub Totals:	6,700.00	0.00	4,200.00	2,500.00	0.00	2,500.00	37.31
	Fixed Assets							
001-0600-5840	Principal Loan - Vehicles	327,215.00	0.00	326,789.47	425.53	0.00	425.53	0.13
E85	E80 Sub Totals:	327,215.00	0.00	326,789.47	425.53	0.00	425.53	0.13
	Interest Expense							
001-0600-5850	Interest Expense	11,714.00	0.00	11,283.51	430.49	0.00	430.49	3.68
E85	E85 Sub Totals:	11,714.00	0.00	11,283.51	430.49	0.00	430.49	3.68
	Expense Sub Totals:	3,238,348.92	190,434.51	2,321,444.21	916,904.71	21,963.41	894,941.30	27.64
Dept 001-0610	Dept 0600 Sub Totals:	2,216,948.92	109,831.44	1,567,464.84	649,484.08	21,963.41		
R60	Miscellaneous Revenue							
001-0610-4650	Emerg Telephone Service Rev	80,000.00	51,816.81	73,415.23	6,584.77	0.00	6,584.77	8.23
R60	R60 Sub Totals:	80,000.00	51,816.81	73,415.23	6,584.77	0.00	6,584.77	8.23
	Revenue Sub Totals:	80,000.00	51,816.81	73,415.23	6,584.77	0.00	6,584.77	8.23
E01	Personnel Expense							
001-0610-5000	Salary Expense	245,025.19	18,078.20	172,501.89	72,523.30	0.00	72,523.30	29.60
001-0610-5010	Overtime Expense	35,000.00	3,284.87	28,462.56	6,537.44	0.00	6,537.44	18.68
001-0610-5020	FICA Expense	21,258.89	1,587.89	15,051.54	6,207.35	0.00	6,207.35	29.20
001-0610-5022	Unemployment Expense	3,888.57	0.00	1,649.64	2,238.93	0.00	2,238.93	57.58
001-0610-5025	Worker's Comp Expense	3,600.00	0.00	3,577.14	22.86	0.00	22.86	0.64
001-0610-5030	APERS Expense	36,665.22	2,735.29	27,832.32	8,832.90	0.00	8,832.90	24.09
001-0610-5040	Health Insurance Expense	49,715.52	2,291.28	38,337.89	11,377.63	0.00	11,377.63	22.89
E01	E01 Sub Totals:	395,153.39	27,977.53	287,412.98	107,740.41	0.00	107,740.41	27.27
E55	Professional Services							
001-0610-5400	Comm Service Agreement	12,500.00	0.00	12,500.00	0.00	0.00	0.00	0.00
001-0610-5565	Prof Services - Dispatch	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	100.00
E55	E55 Sub Totals:	21,500.00	0.00	12,500.00	9,000.00	0.00	9,000.00	41.86
E60	Miscellaneous Expense							
001-0610-5650	Emerg Telephone Service Exp	40,000.00	0.00	3,054.82	36,945.18	0.00	36,945.18	92.36

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E60 Sub Totals:		40,000.00	0.00	3,054.82	36,945.18	0.00	36,945.18	92.36
Expense Sub Totals:		456,653.39	27,977.53	302,967.80	153,685.59	0.00	153,685.59	33.65
Dept 0610 Sub Totals:		376,653.39	-23,839.28	229,552.57	147,100.82	0.00		
Reimbursement								
Bryant School - SRO Reim		228,000.00	117,125.00	219,061.53	8,938.47	0.00	8,938.47	3.92
R64 Sub Totals:		228,000.00	117,125.00	219,061.53	8,938.47	0.00	8,938.47	3.92
Revenue Sub Totals:		228,000.00	117,125.00	219,061.53	8,938.47	0.00	8,938.47	3.92
Personnel Expense								
Salary Expense		297,248.40	18,270.98	189,992.69	107,255.71	0.00	107,255.71	36.08
Overtime Expense		250.00	0.00	236.92	13.08	0.00	13.08	5.23
FICA Expense		22,913.63	1,374.19	14,382.97	8,530.66	0.00	8,530.66	37.23
Unemployment Expense		2,520.00	0.00	956.01	1,563.99	0.00	1,563.99	62.06
Worker's Comp Expense		4,600.00	0.00	4,552.73	47.27	0.00	47.27	1.03
LOPFI - SRO		65,449.65	4,059.22	41,721.17	23,728.48	0.00	23,728.48	36.25
LOPFI Prem Advance - SRO		-22,000.00	0.00	-7,055.48	-14,944.52	0.00	-14,944.52	0.00
Health Insurance Expense		59,147.04	3,382.51	33,009.75	26,137.29	0.00	26,137.29	44.19
Phys/ Drug Test - SRO		500.00	0.00	250.00	250.00	0.00	250.00	50.00
Uniform Allowance-SRO Cleaning		5,810.00	1,670.35	3,906.62	1,903.38	289.28	1,614.10	27.78
Travel & Training Expense		9,520.00	0.00	7,955.70	1,564.30	625.00	939.30	9.87
E01 Sub Totals:		445,958.72	28,757.25	289,909.08	156,049.64	914.28	155,135.36	34.79
Building & Grounds Exp								
Communication Exp - Cellular		5,700.00	467.32	4,307.18	1,392.82	0.00	1,392.82	24.44
E10 Sub Totals:		5,700.00	467.32	4,307.18	1,392.82	0.00	1,392.82	24.44
Miscellaneous Expense								
Computer Software		500.00	0.00	0.00	500.00	0.00	500.00	100.00
E60 Sub Totals:		500.00	0.00	0.00	500.00	0.00	500.00	100.00
Expense Sub Totals:		452,158.72	29,224.57	294,216.26	157,942.46	914.28	157,028.18	34.73
Dept 0620 Sub Totals:		224,158.72	-87,900.43	75,154.73	149,003.99	914.28		
Supply Expense								
Supplies - Food Allowance		1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E30 Sub Totals:		1,000.00	0.00	1,000.00	0.00		0.00	0.00
E40	Operations Expense							
001-0630-5500	K9 Training	3,500.00	0.00	178.41	3,321.59	0.00	3,321.59	94.90
E40 Sub Totals:		3,500.00	0.00	178.41	3,321.59	0.00	3,321.59	94.90
E55	Professional Services							
001-0630-5592	Prof Services - Veterinarian	2,800.00	253.11	1,564.81	1,235.19	0.00	1,235.19	44.11
E55 Sub Totals:		2,800.00	253.11	1,564.81	1,235.19	0.00	1,235.19	44.11
Expense Sub Totals:		7,300.00	253.11	2,743.22	4,556.78	0.00	4,556.78	62.42
Dept 0630 Sub Totals:		7,300.00	253.11	2,743.22	4,556.78	0.00		
Dept 001-0700	Taxes - Sales							
R10	Alcohol Sales Tax Collected	27,000.00	3,679.23	24,270.12	2,729.88	0.00	2,729.88	10.11
001-0700-4656								
R10 Sub Totals:		27,000.00	3,679.23	24,270.12	2,729.88	0.00	2,729.88	10.11
R20	Licenses Permits & Fees							
001-0700-4200	Act 474 Commercial Surcharge	6,500.00	431.14	6,657.89	-157.89	0.00	-157.89	0.00
001-0700-4204	Amusement Game Fees	100.00	0.00	100.00	0.00	0.00	0.00	0.00
001-0700-4208	Business License	60,000.00	411.25	24,273.25	35,726.75	0.00	35,726.75	59.54
001-0700-4210	Commercial Remodel Permits	2,500.00	1,485.84	3,605.44	-1,105.44	0.00	-1,105.44	0.00
001-0700-4212	Drainage Fees	2,500.00	325.00	3,083.53	-583.53	0.00	-583.53	0.00
001-0700-4214	Electrical Permits	40,000.00	5,967.10	40,574.66	-574.66	0.00	-574.66	0.00
001-0700-4216	Electrical Reinspection	1,000.00	0.00	1,582.93	-582.93	0.00	-582.93	0.00
001-0700-4218	Fence Permits	700.00	50.00	350.00	350.00	0.00	350.00	50.00
001-0700-4220	HVACR Permits	18,000.00	4,045.40	17,771.55	228.45	0.00	228.45	1.27
001-0700-4226	Mobile Home Permits	500.00	100.00	635.00	-135.00	0.00	-135.00	0.00
001-0700-4228	New Commercial Permits	16,000.00	0.00	14,535.84	1,464.16	0.00	1,464.16	9.15
001-0700-4230	Permits - Other	4,000.00	150.00	2,375.60	1,624.40	0.00	1,624.40	40.61
001-0700-4232	Plumbing/Gas Inspections	17,000.00	1,566.80	16,707.04	292.96	0.00	292.96	1.72
001-0700-4234	Re-Inspection Fees	1,000.00	270.00	930.00	70.00	0.00	70.00	7.00
001-0700-4236	Residential Building Permits	10,000.00	2,457.60	10,922.88	-922.88	0.00	-922.88	0.00
001-0700-4238	Residential Remodel Permits	800.00	175.00	711.40	88.60	0.00	88.60	11.08
001-0700-4240	Sanitation License	300.00	0.00	125.00	175.00	0.00	175.00	58.33
001-0700-4242	Sign Permits	7,000.00	140.00	6,718.00	282.00	0.00	282.00	4.03
001-0700-4244	Solicitation Permits	1,200.00	90.00	1,485.00	-285.00	0.00	-285.00	0.00
001-0700-4248	Storage Building Permits	500.00	102.20	619.81	-119.81	0.00	-119.81	0.00
001-0700-4252	Swimming Pool Permits	300.00	0.00	360.00	-60.00	0.00	-60.00	0.00
001-0700-4258	Alcohol Permits - Revenue	26,110.00	0.00	12,612.13	13,497.87	0.00	13,497.87	51.70

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R64	R20 Sub Totals:	216,010.00	17,767.33	166,736.95	49,273.05		49,273.05	22.81
	Reimbursement					0.00		
001-0700-4560	Vacant Home Cleanup - Revenue	250.00	0.00	235.00	15.00	0.00	15.00	6.00
	R64 Sub Totals:	250.00	0.00	235.00	15.00	0.00	15.00	6.00
	Revenue Sub Totals:	243,260.00	21,446.56	191,242.07	52,017.93	0.00	52,017.93	21.38
E01	Personnel Expense							
001-0700-5000	Salary Expense	148,631.60	11,641.27	114,808.32	33,823.28	0.00	33,823.28	22.76
001-0700-5010	Overtime Expense	2,000.00	187.79	1,082.58	917.42	0.00	917.42	45.87
001-0700-5012	First Aid Code	25.00	0.00	0.00	25.00	0.00	25.00	100.00
001-0700-5020	FICA Expense	11,523.33	892.26	8,720.28	2,803.05	0.00	2,803.05	24.32
001-0700-5022	Unemployment Expense	1,440.00	0.00	605.61	834.39	0.00	834.39	57.94
001-0700-5025	Worker's Comp Expense	500.00	0.00	447.34	52.66	0.00	52.66	10.53
001-0700-5030	APERS Expense	22,361.27	1,700.19	16,986.85	5,374.42	0.00	5,374.42	24.03
001-0700-5040	Health Insurance Expense	31,811.52	2,650.96	23,938.64	7,872.88	0.00	7,872.88	24.75
001-0700-5050	Physical & Drug Screen Exp	325.00	0.00	0.00	325.00	0.00	325.00	100.00
001-0700-5055	Uniform Expense	1,500.00	0.00	194.93	1,305.07	108.99	1,196.08	79.74
001-0700-5060	Travel & Training Expense	1,125.00	0.00	500.00	625.00	0.00	625.00	55.56
	E01 Sub Totals:	221,242.72	17,072.47	167,284.55	53,958.17	108.99	53,849.18	24.34
E10	Building & Grounds Exp							
001-0700-5100	Building & Grounds Reim	500.00	0.00	-2.95	502.95	0.00	502.95	100.59
001-0700-5102	Repairs & Maint-Building	1,000.00	0.00	78.73	921.27	0.00	921.27	92.13
001-0700-5110	Utilities - Electric Expense	1,000.00	94.21	698.29	301.71	0.00	301.71	30.17
001-0700-5111	Utilities - Gas	1,000.00	1.44	40.31	959.69	0.00	959.69	95.97
001-0700-5112	Utilities - Water	120.00	11.85	46.56	73.44	0.00	73.44	61.20
001-0700-5115	Communication Exp - Telephone	1,500.00	134.05	1,074.35	425.65	134.04	291.61	19.44
001-0700-5120	Insurance - Property	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E10 Sub Totals:	5,420.00	241.55	1,935.29	3,484.71	134.04	3,350.67	61.82
E20	Vehicle Expense							
001-0700-5200	Fuel Expense	6,500.00	450.68	3,966.47	2,533.53	0.96	2,532.57	38.96
001-0700-5210	Service & Repair - Vehicle	2,000.00	158.19	1,436.03	563.97	330.00	233.97	11.70
001-0700-5225	Insurance Expense - Vehicle	325.00	0.00	325.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	8,825.00	608.87	5,727.50	3,097.50	330.96	2,766.54	31.35
E40	Operations Expense							
001-0700-5116	Communication Exp - Cellular	2,465.00	200.28	1,864.23	600.77	0.00	600.77	24.37
001-0700-5405	Act 474 Surcharge	11,500.00	0.00	10,464.91	1,035.09	0.00	1,035.09	9.00
001-0700-5475	Credit Card Fees	2,400.00	216.08	1,525.24	874.76	0.00	874.76	36.45

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
001-0700-5480	Dues & Subscriptions	380.00	0.00	374.14	5.86	0.00	5.86	1.54
001-0700-5560	Vacant Home Cleanup	8,000.00	2,290.00	5,940.00	2,060.00	250.00	1,810.00	22.63
	E40 Sub Totals:	24,745.00	2,706.36	20,168.52	4,576.48	250.00	4,326.48	17.48
E55	Professional Services							
001-0700-5568	Prof Services - Elec Insp	10,000.00	0.00	6,990.00	3,010.00	0.00	3,010.00	30.10
001-0700-5589	Prof Services - Printing	500.00	20.00	343.59	156.41	0.00	156.41	31.28
	E55 Sub Totals:	10,500.00	20.00	7,333.59	3,166.41	0.00	3,166.41	30.16
E60	Miscellaneous Expense							
001-0700-5608	Computer Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E60 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	270,732.72	20,649.25	202,449.45	68,283.27	823.99	67,459.28	24.92
	Dept 0700 Sub Totals:	27,472.72	-797.31	11,207.38	16,265.34	823.99		
	Fund Revenue Sub Totals:	12,556,530.00	1,344,810.32	9,470,795.53	3,085,734.47	0.00	3,085,734.47	24.57
	Fund Expense Sub Totals:	12,593,437.31	734,943.44	8,482,733.95	4,110,703.36	356,760.74	3,753,942.62	29.81
	Fund 001 Sub Totals:	36,907.31	-609,866.88	-988,061.58	1,024,968.89	356,760.74		
Fund 002	Sales Tax Fund							
Dept 002-0100	Administration							
R10	Taxes - Sales							
002-0100-4105	One Cent Sales Tax	3,835,000.00	358,438.12	3,091,870.88	743,129.12	0.00	743,129.12	19.38
	R10 Sub Totals:	3,835,000.00	358,438.12	3,091,870.88	743,129.12	0.00	743,129.12	19.38
R85	Interest Revenue							
002-0100-4850	Interest Revenue	0.00	23.83	174.04	-174.04	0.00	-174.04	0.00
	R85 Sub Totals:	0.00	23.83	174.04	-174.04	0.00	-174.04	0.00
	Revenue Sub Totals:	3,835,000.00	358,461.95	3,092,044.92	742,955.08	0.00	742,955.08	19.37
E62	Intergovernmental Tsfr							
002-0100-5620	Xfer to General	3,835,000.00	319,583.33	2,876,249.97	958,750.03	0.00	958,750.03	25.00
	E62 Sub Totals:	3,835,000.00	319,583.33	2,876,249.97	958,750.03	0.00	958,750.03	25.00
	Expense Sub Totals:	3,835,000.00	319,583.33	2,876,249.97	958,750.03	0.00	958,750.03	25.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 0100 Sub Totals:	0.00	-38,878.62	-215,794.95	215,794.95	0.00		
	Fund Revenue Sub Totals:	3,835,000.00	358,461.95	3,092,044.92	742,955.08	0.00	742,955.08	19.37
	Fund Expense Sub Totals:	3,835,000.00	319,583.33	2,876,249.97	958,750.03	0.00	958,750.03	25.00
	Fund 002 Sub Totals:	0.00	-38,878.62	-215,794.95	215,794.95	0.00		
Fund 003	Franchise Fees							
Dept 003-0100	Administration							
R50	Sale of Services							
003-0100-4502	AT&T / SW Bell Franchise Fee	125,000.00	0.00	111,545.12	13,454.88	0.00	13,454.88	10.76
003-0100-4506	Centerpoint Energy Franchise Fee	200,000.00	5,867.95	186,705.68	13,294.32	0.00	13,294.32	6.65
003-0100-4508	Fidelity Franchise Fee	15,000.00	0.00	11,918.51	3,081.49	0.00	3,081.49	20.54
003-0100-4510	Comcast Cable Franchise Fee	75,000.00	0.00	58,488.46	16,511.54	0.00	16,511.54	22.02
003-0100-4526	Entergy Franchise Fee	500,000.00	71,721.12	460,037.79	39,962.21	0.00	39,962.21	7.99
003-0100-4528	First Electric Franchise Fee	250,000.00	28,743.91	217,853.56	32,146.44	0.00	32,146.44	12.86
003-0100-4564	Windstream Franchise Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R50 Sub Totals:	1,165,000.00	106,332.98	1,046,549.12	118,450.88	0.00	118,450.88	10.17
R85	Interest Revenue							
003-0100-4850	Interest Revenue	120.00	27.22	227.87	-107.87	0.00	-107.87	0.00
	R85 Sub Totals:	120.00	27.22	227.87	-107.87	0.00	-107.87	0.00
	Revenue Sub Totals:	1,165,120.00	106,360.20	1,046,776.99	118,343.01	0.00	118,343.01	10.16
E62	Intergovernmental Tsfr							
003-0100-5620	Xfer to General	420,120.00	35,010.00	315,090.00	105,030.00	0.00	105,030.00	25.00
003-0100-5622	Xfer to Street	360,000.00	29,107.92	263,307.09	96,692.91	87,323.76	9,369.15	2.60
	E62 Sub Totals:	780,120.00	64,117.92	578,397.09	201,722.91	87,323.76	114,399.15	14.66
	Expense Sub Totals:	780,120.00	64,117.92	578,397.09	201,722.91	87,323.76	114,399.15	14.66
	Dept 0100 Sub Totals:	-385,000.00	-42,242.28	-468,379.90	83,379.90	87,323.76		
Dept 003-0400	Intergovernmental Tsfr							
E62	Xfer to Other	385,000.00	29,747.30	267,553.40	117,446.60	89,241.90	28,204.70	7.33
003-0400-5626		385,000.00	29,747.30	267,553.40	117,446.60	89,241.90	28,204.70	7.33
	E62 Sub Totals:	385,000.00	29,747.30	267,553.40	117,446.60	89,241.90	28,204.70	7.33
	Expense Sub Totals:	385,000.00	29,747.30	267,553.40	117,446.60	89,241.90	28,204.70	7.33

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 0400 Sub Totals:	385,000.00	29,747.30	267,553.40	117,446.60	89,241.90		
	Fund Revenue Sub Totals:	1,165,120.00	106,360.20	1,046,776.99	118,343.01	0.00	118,343.01	10.16
	Fund Expense Sub Totals:	1,165,120.00	93,865.22	845,950.49	319,169.51	176,565.66	142,603.85	12.24
	Fund 003 Sub Totals:	0.00	-12,494.98	-200,826.50	200,826.50	176,565.66		
Fund 005	Designated Tax Fund - Gen'l							
Dept 005-0100	Administration							
R85	Interest Revenue	250.00	64.87	537.91	-287.91	0.00	-287.91	0.00
005-0100-4850	Interest Revenue	250.00	64.87	537.91	-287.91	0.00	-287.91	0.00
	R85 Sub Totals:	250.00	64.87	537.91	-287.91	0.00	-287.91	0.00
	Revenue Sub Totals:							
	Dept 0100 Sub Totals:							
Dept 005-0200	Animal Control	-250.00	-64.87	-537.91	287.91	0.00		
R10	Taxes - Sales							
005-0200-4100	Designated Tax - AC	383,500.00	35,843.82	309,275.76	74,224.24	0.00	74,224.24	19.35
	R10 Sub Totals:	383,500.00	35,843.82	309,275.76	74,224.24	0.00	74,224.24	19.35
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr	383,500.00	35,843.82	309,275.76	74,224.24	0.00	74,224.24	19.35
005-0200-5620	Xfer to General - AC	383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00
	E62 Sub Totals:	383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00
	Expense Sub Totals:							
	Dept 0200 Sub Totals:							
Dept 005-0400	Parks General	-500.00	-3,927.16	-22,025.82	21,525.82	0.00		
R10	Taxes - Sales							
005-0400-4100	Designated Tax - Park	383,500.00	35,843.82	309,275.77	74,224.23	0.00	74,224.23	19.35
	R10 Sub Totals:	383,500.00	35,843.82	309,275.77	74,224.23	0.00	74,224.23	19.35
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr	383,500.00	35,843.82	309,275.77	74,224.23	0.00	74,224.23	19.35
005-0400-5620	Xfer to General - Park	383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E62 Sub Totals:		383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00
Expense Sub Totals:		383,000.00	31,916.66	287,249.94	95,750.06	0.00	95,750.06	25.00
Dept 0400 Sub Totals:		-500.00	-3,927.16	-22,025.83	21,525.83	0.00		
Dept 005-0500 R10 005-0500-4100	Fire Department Taxes - Sales Designated Tax - Fire	960,000.00	89,609.53	773,189.40	186,810.60	0.00	186,810.60	19.46
R10 Sub Totals:		960,000.00	89,609.53	773,189.40	186,810.60	0.00	186,810.60	19.46
Revenue Sub Totals:		960,000.00	89,609.53	773,189.40	186,810.60	0.00	186,810.60	19.46
E20 005-0500-5212	Vehicle Expense Equipment Fire	0.00	0.00	48.18	-48.18	0.00	-48.18	0.00
E20 Sub Totals:		0.00	0.00	48.18	-48.18	0.00	-48.18	0.00
E62 005-0500-5620	Intergovernmental Tsfr Xfer to General - Fire	960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00
E62 Sub Totals:		960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00
Expense Sub Totals:		960,000.00	80,000.00	720,048.18	239,951.82	0.00	239,951.82	24.99
Dept 0500 Sub Totals:		0.00	-9,609.53	-53,141.22	53,141.22	0.00		
Dept 005-0600 R10 005-0600-4100	Police Taxes - Sales Designated Tax - Police	960,000.00	89,609.51	773,189.38	186,810.62	0.00	186,810.62	19.46
R10 Sub Totals:		960,000.00	89,609.51	773,189.38	186,810.62	0.00	186,810.62	19.46
Revenue Sub Totals:		960,000.00	89,609.51	773,189.38	186,810.62	0.00	186,810.62	19.46
E62 005-0600-5620	Intergovernmental Tsfr Xfer to General - Police	960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00
E62 Sub Totals:		960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00
Expense Sub Totals:		960,000.00	80,000.00	720,000.00	240,000.00	0.00	240,000.00	25.00
Dept 0600 Sub Totals:		0.00	-9,609.51	-53,189.38	53,189.38	0.00		
Dept 005-0800 R10	Street Taxes - Sales	0.00	-9,609.51	-53,189.38	53,189.38	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
005-0800-4100	Designated Tax - Street	1,150,500.00	107,531.44	927,827.23	222,672.77	0.00	222,672.77	19.35
	R 10 Sub Totals:	1,150,500.00	107,531.44	927,827.23	222,672.77	0.00	222,672.77	19.35
E62	Revenue Sub Totals:	1,150,500.00	107,531.44	927,827.23	222,672.77	0.00	222,672.77	19.35
005-0800-5622	Intergovernmental Tsfr							
	Xfer to Street	1,073,000.00	89,416.66	804,749.94	268,250.06	0.00	268,250.06	25.00
	E62 Sub Totals:	1,073,000.00	89,416.66	804,749.94	268,250.06	0.00	268,250.06	25.00
	Expense Sub Totals:	1,073,000.00	89,416.66	804,749.94	268,250.06	0.00	268,250.06	25.00
	Dept 0800 Sub Totals:	-77,500.00	-18,114.78	-123,077.29	45,577.29	0.00		
	Fund Revenue Sub Totals:	3,837,750.00	358,502.99	3,093,295.45	744,454.55	0.00	744,454.55	19.40
	Fund Expense Sub Totals:	3,759,000.00	313,249.98	2,819,298.00	939,702.00	0.00	939,702.00	25.00
Fund 010	Fund 005 Sub Totals:	-78,750.00	-45,253.01	-273,997.45	195,247.45	0.00		
Dept 010-0000	Electronic Tax							
E01	Personnel Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
010-0000-5058	Taxable Clothing Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 0000 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 020	Fund 010 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 020-0200	Animal Control Donation							
R68	Donation Revenue	4,500.00	0.00	-1,533.59	6,033.59	270.55	5,763.04	128.07
020-0200-4680	Donation Revenue	5,000.00	0.00	20.00	4,980.00	0.00	4,980.00	99.60
020-0200-4682	Donations Dog Park							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R85	R68 Sub Totals:	9,500.00	0.00	-1,513.59	11,013.59	270.55	10,743.04	113.08
020-0200-4850	Interest Revenue							
	Interest Revenue	0.00	0.69	4.82	-4.82	0.00	-4.82	0.00
	R85 Sub Totals:	0.00	0.69	4.82	-4.82	0.00	-4.82	0.00
E68	Revenue Sub Totals:	9,500.00	0.69	-1,508.77	11,008.77	270.55	10,738.22	113.03
020-0200-5580	Donation Expense							
	AC Donation Expense	9,500.00	0.00	1,163.81	8,336.19	1,066.60	7,269.59	76.52
	E68 Sub Totals:	9,500.00	0.00	1,163.81	8,336.19	1,066.60	7,269.59	76.52
	Expense Sub Totals:	9,500.00	0.00	1,163.81	8,336.19	1,066.60	7,269.59	76.52
	Dept 0200 Sub Totals:	0.00	-0.69	2,672.58	-2,672.58	1,337.15		
	Fund Revenue Sub Totals:	9,500.00	0.69	-1,508.77	11,008.77	270.55	10,738.22	113.03
	Fund Expense Sub Totals:	9,500.00	0.00	1,163.81	8,336.19	1,066.60	7,269.59	76.52
	Fund 020 Sub Totals:	0.00	-0.69	2,672.58	-2,672.58	1,337.15		
	Act 1256 of 1995 Court							
Fund 030	Fines & Forfeitures							
Dept 030-0300	Act 1256 Civil Division	71,250.00	6,760.00	49,270.00	21,980.00	0.00	21,980.00	30.85
R40	Act 1256 District Court Rev	360,000.00	25,888.90	232,838.15	127,161.85	0.00	127,161.85	35.32
030-0300-4404								
030-0300-4406		431,250.00	32,648.90	282,108.15	149,141.85	0.00	149,141.85	34.58
	R40 Sub Totals:	431,250.00	32,648.90	282,108.15	149,141.85	0.00	149,141.85	34.58
	Revenue Sub Totals:	431,250.00	32,648.90	282,108.15	149,141.85	0.00	149,141.85	34.58
E01	Personnel Expense							
030-0300-5072	Act 1256 Judge Retirement	5,200.00	394.84	3,546.58	1,653.42	0.00	1,653.42	31.80
	E01 Sub Totals:	5,200.00	394.84	3,546.58	1,653.42	0.00	1,653.42	31.80
E40	Operations Expense							
030-0300-5400	Act 316 of 1991 Expense	250.00	18.12	182.78	67.22	0.00	67.22	26.89
030-0300-5415	Act 918 of 1983 Expense	17,500.00	1,342.64	12,060.02	5,439.98	0.00	5,439.98	31.09
030-0300-5425	Act 1256 Co Admin of Justice	140,500.00	10,741.60	96,484.47	44,015.53	0.00	44,015.53	31.33
030-0300-5430	Act 1256 Court Costs	15,250.00	1,181.04	10,608.48	4,641.52	0.00	4,641.52	30.44
030-0300-5435	Act 1256 City Attorney	28,500.00	2,190.68	19,677.38	8,822.62	0.00	8,822.62	30.96
030-0300-5440	Act 1256 DFA (State)	197,250.00	14,746.24	121,300.76	75,949.24	0.00	75,949.24	38.50

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
030-0300-5445	Act 1256 Ordinance 89-15	26,000.00	1,966.60	17,664.63	8,335.37	0.00	8,335.37	32.06
030-0300-5495	Act 1256 Intoximeter Expense	900.00	67.14	603.07	296.93	0.00	296.93	32.99
	E40 Sub Totals:	426,150.00	32,254.06	278,581.59	147,568.41	0.00	147,568.41	34.63
	Expense Sub Totals:	431,350.00	32,648.90	282,128.17	149,221.83	0.00	149,221.83	34.59
	Dept 0300 Sub Totals:	100.00	0.00	20.02	79.98	0.00		
	Fund Revenue Sub Totals:	431,250.00	32,648.90	282,108.15	149,141.85	0.00	149,141.85	34.58
	Fund Expense Sub Totals:	431,350.00	32,648.90	282,128.17	149,221.83	0.00	149,221.83	34.59
	Fund 030 Sub Totals:	100.00	0.00	20.02	79.98	0.00		
Fund 031	Act 1809 of 2001 Court Auto							
Dept 031-0300								
R40	Fines & Forfeitures							
031-0300-4408	Act 1809 of 2001 Revenue	27,310.00	2,838.00	27,309.60	0.40	0.00	0.40	0.00
	R40 Sub Totals:	27,310.00	2,838.00	27,309.60	0.40	0.00	0.40	0.00
	Interest Revenue							
R85	Interest Revenue	0.00	2.40	22.01	-22.01	0.00	-22.01	0.00
031-0300-4850		0.00	2.40	22.01	-22.01	0.00	-22.01	0.00
	R85 Sub Totals:	0.00	2.40	22.01	-22.01	0.00	-22.01	0.00
	Revenue Sub Totals:	27,310.00	2,840.40	27,331.61	-21.61	0.00	-21.61	0.00
E60	Miscellaneous Expense							
031-0300-5608	Computer Software	32,250.00	2,010.50	26,222.68	6,027.32	5,581.50	445.82	1.38
	E60 Sub Totals:	32,250.00	2,010.50	26,222.68	6,027.32	5,581.50	445.82	1.38
	Expense Sub Totals:	32,250.00	2,010.50	26,222.68	6,027.32	5,581.50	445.82	1.38
	Dept 0300 Sub Totals:	4,940.00	-829.90	-1,108.93	6,048.93	5,581.50		
	Fund Revenue Sub Totals:	27,310.00	2,840.40	27,331.61	-21.61	0.00	-21.61	0.00
	Fund Expense Sub Totals:	32,250.00	2,010.50	26,222.68	6,027.32	5,581.50	445.82	1.38
Fund 045	Fund 031 Sub Totals:	4,940.00	-829.90	-1,108.93	6,048.93	5,581.50		
	Park 1/8 Sales Tax O & M							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 045-0400	Parks General							
R10	Taxes - Sales							
045-0400-4110	Park 1/8 Sales Tax	480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
	R10 Sub Totals:	480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
R85	Interest Revenue							
045-0400-4850	Interest Revenue	0.00	2.99	21.34	-21.34	0.00	-21.34	0.00
	R85 Sub Totals:	0.00	2.99	21.34	-21.34	0.00	-21.34	0.00
	Revenue Sub Totals:	480,000.00	44,807.75	386,629.56	93,370.44	0.00	93,370.44	19.45
E62	Intergovernmental Tsfr							
045-0400-5620	Xfer to General	480,000.00	40,000.00	360,000.00	120,000.00	0.00	120,000.00	25.00
	E62 Sub Totals:	480,000.00	40,000.00	360,000.00	120,000.00	0.00	120,000.00	25.00
	Expense Sub Totals:	480,000.00	40,000.00	360,000.00	120,000.00	0.00	120,000.00	25.00
	Dept 0400 Sub Totals:	0.00	-4,807.75	-26,629.56	26,629.56	0.00		
	Fund Revenue Sub Totals:	480,000.00	44,807.75	386,629.56	93,370.44	0.00	93,370.44	19.45
	Fund Expense Sub Totals:	480,000.00	40,000.00	360,000.00	120,000.00	0.00	120,000.00	25.00
	Fund 045 Sub Totals:	0.00	-4,807.75	-26,629.56	26,629.56	0.00		
Fund 050	Fire Donation							
Dept 050-0500	Fire Department							
R68	Donation Revenue							
050-0500-4680	Donation Revenue	1,000.00	0.00	442.59	557.41	0.00	557.41	55.74
	R68 Sub Totals:	1,000.00	0.00	442.59	557.41	0.00	557.41	55.74
R85	Intercst Revenue							
050-0500-4850	Interest Revenue	0.00	0.12	1.02	-1.02	0.00	-1.02	0.00
	R85 Sub Totals:	0.00	0.12	1.02	-1.02	0.00	-1.02	0.00
	Revenue Sub Totals:	1,000.00	0.12	443.61	556.39	0.00	556.39	55.64
E68	Donation Expense							
050-0500-5580	Donations Expense Fire	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	E68 Sub Totals:	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	Dept 0500 Sub Totals:	0.00	-0.12	-443.61	443.61	0.00		
	Fund Revenue Sub Totals:	1,000.00	0.12	443.61	556.39	0.00	556.39	55.64
	Fund Expense Sub Totals:	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
Fund 051	Fund 050 Sub Totals:	0.00	-0.12	-443.61	443.61	0.00		
Dept 051-0500	Act 833 of 1991 Fire							
R15	Fire Department							
051-0500-4150	Taxes - Property	15,000.00	7,078.44	16,761.06	-1,761.06	0.00	-1,761.06	0.00
	State Turnback							
	R15 Sub Totals:	15,000.00	7,078.44	16,761.06	-1,761.06	0.00	-1,761.06	0.00
R85	Interest Revenue	0.00	1.63	12.57	-12.57	0.00	-12.57	0.00
051-0500-4850	Interest Revenue							
	R85 Sub Totals:	0.00	1.63	12.57	-12.57	0.00	-12.57	0.00
E40	Revenue Sub Totals:	15,000.00	7,080.07	16,773.63	-1,773.63	0.00	-1,773.63	0.00
051-0500-5410	Operations Expense							
	Act 833 Expense	15,000.00	2,628.00	6,292.32	8,707.68	0.00	8,707.68	58.05
	E40 Sub Totals:	15,000.00	2,628.00	6,292.32	8,707.68	0.00	8,707.68	58.05
	Expense Sub Totals:	15,000.00	2,628.00	6,292.32	8,707.68	0.00	8,707.68	58.05
	Dept 0500 Sub Totals:	0.00	-4,452.07	-10,481.31	10,481.31	0.00		
	Fund Revenue Sub Totals:	15,000.00	7,080.07	16,773.63	-1,773.63	0.00	-1,773.63	0.00
	Fund Expense Sub Totals:	15,000.00	2,628.00	6,292.32	8,707.68	0.00	8,707.68	58.05
Fund 055	Fund 051 Sub Totals:	0.00	-4,452.07	-10,481.31	10,481.31	0.00		
Dept 055-0500	Fire 3/8 SalesTax							
R10	Fire Department							
055-0500-4120	Taxes - Sales	1,440,000.00	134,414.29	1,159,824.71	280,175.29	0.00	280,175.29	19.46
	Fire 3/8 Sales Tax							
	R10 Sub Totals:	1,440,000.00	134,414.29	1,159,824.71	280,175.29	0.00	280,175.29	19.46

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R85	Interest Revenue	0.00	9.30	99.85	-99.85	0.00	-99.85	0.00
055-0500-4850	Interest Revenue	0.00	9.30	99.85	-99.85	0.00	-99.85	0.00
R85 Sub Totals:								
Revenue Sub Totals:		1,440,000.00	134,423.59	1,159,924.56	280,075.44	0.00	280,075.44	19.45
E62	Intergovernmental Tsfr	1,440,000.00	120,000.00	1,080,000.00	360,000.00	0.00	360,000.00	25.00
055-0500-5620	Xfer to General	1,440,000.00	120,000.00	1,080,000.00	360,000.00	0.00	360,000.00	25.00
E62 Sub Totals:								
E80	Fixed Assets	165,000.00	13,808.51	109,702.60	55,297.40	13,836.01	41,461.39	25.13
055-0500-5814	Fixed Assets - Fire Trucks	165,000.00	13,808.51	109,702.60	55,297.40	13,836.01	41,461.39	25.13
E80 Sub Totals:								
E85	Interest Expense	11,010.27	849.33	7,560.12	3,450.15	0.00	3,450.15	31.34
055-0500-5850	Interest Expense	11,010.27	849.33	7,560.12	3,450.15	0.00	3,450.15	31.34
E85 Sub Totals:								
Expense Sub Totals:		1,616,010.27	134,657.84	1,197,262.72	418,747.55	13,836.01	404,911.54	25.06
Dept 0500 Sub Totals:		176,010.27	234.25	37,338.16	138,672.11	13,836.01		
Fund Revenue Sub Totals:		1,440,000.00	134,423.59	1,159,924.56	280,075.44	0.00	280,075.44	19.45
Fund Expense Sub Totals:		1,616,010.27	134,657.84	1,197,262.72	418,747.55	13,836.01	404,911.54	25.06
Fund 055 Sub Totals:		176,010.27	234.25	37,338.16	138,672.11	13,836.01		
Fund 059 Sub Totals:		7,500.00	0.00	5,427.10	2,072.90	0.00	2,072.90	27.64
Firemen's Pension								
Dept 059-0500	Fire Department	7,500.00	0.00	5,427.10	2,072.90	0.00	2,072.90	27.64
R64	Reimbursement							
059-0500-4645	LOPFI Subsidy							
R64 Sub Totals:		7,500.00	0.00	5,427.10	2,072.90	0.00	2,072.90	27.64
R85	Interest Revenue	0.00	116.73	1,806.27	-1,806.27	0.00	-1,806.27	0.00
059-0500-4850	Interest Revenue	0.00	116.73	1,806.27	-1,806.27	0.00	-1,806.27	0.00
059-0500-4855	Gain on Investment	0.00	8,401.11	9,783.05	-9,783.05	0.00	-9,783.05	0.00
R85 Sub Totals:		0.00	8,517.84	11,589.32	-11,589.32	0.00	-11,589.32	0.00
Revenue Sub Totals:		7,500.00	8,517.84	17,016.42	-9,516.42	0.00	-9,516.42	0.00
E01	Personnel Expense							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
059-0500-5038	Pension Expense	14,520.00	1,210.00	13,970.00	550.00	0.00	550.00	3.79
059-0500-5039	Pension Expense - Misc Exp	1,980.00	0.00	1,340.25	639.75	0.00	639.75	32.31
	E01 Sub Totals:	16,500.00	1,210.00	15,310.25	1,189.75	0.00	1,189.75	7.21
E85	Interest Expense							
059-0500-5855	Loss on Investment	0.00	0.00	589.33	-589.33	0.00	-589.33	0.00
	E85 Sub Totals:	0.00	0.00	589.33	-589.33	0.00	-589.33	0.00
	Expense Sub Totals:	16,500.00	1,210.00	15,899.58	600.42	0.00	600.42	3.64
	Dept 0500 Sub Totals:	9,000.00	-7,307.84	-1,116.84	10,116.84	0.00		
	Fund Revenue Sub Totals:	7,500.00	8,517.84	17,016.42	-9,516.42	0.00	-9,516.42	0.00
	Fund Expense Sub Totals:	16,500.00	1,210.00	15,899.58	600.42	0.00	600.42	3.64
	Fund 059 Sub Totals:	9,000.00	-7,307.84	-1,116.84	10,116.84	0.00		
Fund 060	Police Donation							
Dept 060-0600	Police							
R68	Donation Revenue							
060-0600-4680	Donation Revenue	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	R68 Sub Totals:	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
R85	Interest Revenue							
060-0600-4850	Interest Revenue	0.00	0.07	0.65	-0.65	0.00	-0.65	0.00
	R85 Sub Totals:	0.00	0.07	0.65	-0.65	0.00	-0.65	0.00
	Revenue Sub Totals:	1,000.00	0.07	0.65	999.35	0.00	999.35	99.94
E60	Miscellaneous Expense							
060-0600-5600	Miscellaneous Expense	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	E60 Sub Totals:	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	Expense Sub Totals:	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	Dept 0600 Sub Totals:	0.00	-0.07	-0.65	0.65	0.00		
	Fund Revenue Sub Totals:	1,000.00	0.07	0.65	999.35	0.00	999.35	99.94

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:							
Fund 061	Act 918 of 1983 Police	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
Dept 061-0600	Police							
R40	Fines & Forfeitures	0.00	-0.07	-0.65	0.65	0.00		
061-0600-4410	Admin of Justice Revenue	20,000.00	1,342.64	12,060.02	7,939.98	0.00	7,939.98	39.70
R40 Sub Totals:		20,000.00	1,342.64	12,060.02	7,939.98	0.00	7,939.98	39.70
R85	Interest Revenue	0.00	1.21	10.87	-10.87	0.00	-10.87	0.00
061-0600-4850	Interest Revenue	0.00	1.21	10.87	-10.87	0.00	-10.87	0.00
R85 Sub Totals:		0.00	1.21	10.87	-10.87	0.00	-10.87	0.00
E40	Revenue Sub Totals:	20,000.00	1,343.85	12,070.89	7,929.11	0.00	7,929.11	39.65
061-0600-5415	Operations Expense	20,000.00	0.00	6,120.00	13,880.00	0.00	13,880.00	69.40
E40 Sub Totals:		20,000.00	0.00	6,120.00	13,880.00	0.00	13,880.00	69.40
Expense Sub Totals:		20,000.00	0.00	6,120.00	13,880.00	0.00	13,880.00	69.40
Dept 0600 Sub Totals:		0.00	-1,343.85	-5,950.89	5,950.89	0.00		
Fund Revenue Sub Totals:		20,000.00	1,343.85	12,070.89	7,929.11	0.00	7,929.11	39.65
Fund Expense Sub Totals:		20,000.00	0.00	6,120.00	13,880.00	0.00	13,880.00	69.40
Fund 061 Sub Totals:		0.00	-1,343.85	-5,950.89	5,950.89	0.00		
Act 988 of 1991 Emerg Veh	Police							
Dept 062-0600	Fines & Forfeitures	20,000.00	-10,671.50	-1,810.50	21,810.50	0.00	21,810.50	109.05
R40	Act 988 of 1991 Revenue	20,000.00	-10,671.50	-1,810.50	21,810.50	0.00	21,810.50	109.05
062-0600-4402		20,000.00	-10,671.50	-1,810.50	21,810.50	0.00	21,810.50	109.05
R85	Interest Revenue	0.00	1.30	10.28	-10.28	0.00	-10.28	0.00
062-0600-4850	Interest Revenue	0.00	1.30	10.28	-10.28	0.00	-10.28	0.00
R85 Sub Totals:		0.00	1.30	10.28	-10.28	0.00	-10.28	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E40	Revenue Sub Totals:							
062-0600-5420	Operations Expense	20,000.00	-10,670.20	-1,800.22	21,800.22	0.00	21,800.22	109.00
	Act 988 Expense	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00
	E40 Sub Totals:	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00
	Dept 0600 Sub Totals:	0.00	30,670.20	21,800.22	-21,800.22	0.00		
	Fund Revenue Sub Totals:	20,000.00	-10,670.20	-1,800.22	21,800.22	0.00	21,800.22	109.00
	Fund Expense Sub Totals:	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00
	Fund 062 Sub Totals:	0.00	30,670.20	21,800.22	-21,800.22	0.00		
Fund 068	State Drug Control							
Dept 068-0600	Police							
R40	Fines & Forfeitures	10,300.00	218.47	10,517.85	-217.85	0.00	-217.85	0.00
068-0600-4418	Drug Seizure Revenue	10,300.00	218.47	10,517.85	-217.85	0.00	-217.85	0.00
	R40 Sub Totals:	0.00	0.68	3.28	-3.28	0.00	-3.28	0.00
	Interest Revenue	0.00	0.68	3.28	-3.28	0.00	-3.28	0.00
	Interest Revenue	0.00	0.68	3.28	-3.28	0.00	-3.28	0.00
	R85 Sub Totals:	10,300.00	219.15	10,521.13	-221.13	0.00	-221.13	0.00
	Revenue Sub Totals:	5,000.00	25.93	2,136.22	2,863.78	0.00	2,863.78	57.28
E60	Miscellaneous Expense	5,000.00	25.93	2,136.22	2,863.78	0.00	2,863.78	57.28
068-0600-5600	Miscellaneous Expense	5,000.00	25.93	2,136.22	2,863.78	0.00	2,863.78	57.28
	E60 Sub Totals:	-5,300.00	-193.22	-8,384.91	3,084.91	0.00		
	Expense Sub Totals:	10,300.00	219.15	10,521.13	-221.13	0.00	-221.13	0.00
	Dept 0600 Sub Totals:							
	Fund Revenue Sub Totals:	5,000.00	25.93	2,136.22	2,863.78	0.00	2,863.78	57.28
	Fund Expense Sub Totals:							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 080	Fund 068 Sub Totals:	-5,300.00	-193.22	-8,384.91	3,084.91	0.00		
Dept 080-0140	Street Fund							
E01	Personnel Expense							
080-0140-5000	Salary Expense	82,015.23	6,273.61	62,933.52	19,081.71	0.00	19,081.71	23.27
080-0140-5010	Overtime Expense	1,000.00	121.30	636.33	363.67	0.00	363.67	36.37
080-0140-5020	FICA Expense	6,350.67	478.30	4,770.61	1,580.06	0.00	1,580.06	24.88
080-0140-5022	Unemployment Expense	1,080.00	0.00	336.64	743.36	0.00	743.36	68.83
080-0140-5025	Worker's Comp Expense	500.00	0.00	188.22	311.78	0.00	311.78	62.36
080-0140-5030	APERS Expense	12,352.67	919.12	9,318.05	3,034.62	0.00	3,034.62	24.57
080-0140-5040	Health Insurance Expense	22,700.00	1,891.64	17,024.76	5,675.24	0.00	5,675.24	25.00
080-0140-5050	Physical & Drug Screen Exp	300.00	0.00	0.00	300.00	0.00	300.00	100.00
080-0140-5055	Uniform Expense	1,200.00	120.32	877.14	322.86	0.00	322.86	26.91
080-0140-5060	Travel & Training Expense	2,600.00	0.00	1,650.56	949.44	600.00	349.44	13.44
E10	E10 Sub Totals:	130,098.57	9,804.29	97,735.83	32,362.74	600.00	31,762.74	24.41
	Building & Grounds Exp							
080-0140-5115	Communication Exp - Telephone	700.00	0.00	188.42	511.58	0.00	511.58	73.08
080-0140-5116	Comm Exp - Cellular	1,060.00	110.36	608.29	451.71	0.00	451.71	42.61
E20	E20 Sub Totals:	1,760.00	110.36	796.71	963.29	0.00	963.29	54.73
	Vehicle Expense							
080-0140-5200	Fuel Expense	6,000.00	447.62	3,501.86	2,498.14	0.00	2,498.14	41.64
080-0140-5210	Service & Repair - Vehicle	2,000.00	136.50	864.37	1,135.63	0.00	1,135.63	56.78
080-0140-5218	Tire Expense	1,000.00	0.00	398.58	601.42	0.00	601.42	60.14
080-0140-5225	Insurance Expense - Vehicle	1,750.00	0.00	437.50	1,312.50	0.00	1,312.50	75.00
E30	E30 Sub Totals:	10,750.00	584.12	5,202.31	5,547.69	0.00	5,547.69	51.61
	Supply Expense							
080-0140-5300	Office Supplies	150.00	0.00	92.55	57.45	0.00	57.45	38.30
080-0140-5380	Prisoner Care Expense	1,500.00	199.25	871.96	628.04	322.74	305.30	20.35
E40	E40 Sub Totals:	1,650.00	199.25	964.51	685.49	322.74	362.75	21.98
	Operations Expense							
080-0140-5515	Permit Fee Expense	200.00	0.00	0.00	200.00	0.00	200.00	100.00
080-0140-5520	Public Education Expense	1,000.00	0.00	754.82	245.18	0.00	245.18	24.52
E50	E50 Sub Totals:	1,200.00	0.00	754.82	445.18	0.00	445.18	37.10
	Professional Services							
080-0140-5571	Prof Services - Engineering	18,360.00	1,530.00	13,090.17	5,269.83	0.00	5,269.83	28.70
080-0140-5574	Prof Services - GIS	6,120.00	0.00	4,080.00	2,040.00	510.00	1,530.00	25.00
080-0140-5589	Prof Services - Printing	200.00	10.00	90.00	110.00	0.00	110.00	55.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E55 Sub Totals:		24,680.00	1,540.00	17,260.17	7,419.83		6,909.83	28.00
Expense Sub Totals:		170,138.57	12,238.02	122,714.35	47,424.22	1,432.74	45,991.48	27.03
Dept 0140 Sub Totals:		170,138.57	12,238.02	122,714.35	47,424.22	1,432.74		
Taxes - Sales								
1/2 Cent Sales Tax		275,000.00	28,596.47	242,250.51	32,749.49	0.00	32,749.49	11.91
R10 Sub Totals:		275,000.00	28,596.47	242,250.51	32,749.49	0.00	32,749.49	11.91
Taxes - Property								
State Turnback		1,080,000.00	66,453.68	588,360.79	491,639.21	0.00	491,639.21	45.52
Saline County Treasurer		380,000.00	14,878.75	244,313.70	135,686.30	0.00	135,686.30	35.71
R15 Sub Totals:		1,460,000.00	81,332.43	832,674.49	627,325.51	0.00	627,325.51	42.97
Miscellaneous Revenue								
Miscellaneous Revenue		177,626.99	2,687.50	180,718.49	-3,091.50	0.00	-3,091.50	0.00
R60 Sub Totals:		177,626.99	2,687.50	180,718.49	-3,091.50	0.00	-3,091.50	0.00
Intergovernmental Tsfrs								
Xfer Designated Tax - Street		1,073,000.00	89,416.66	804,849.94	268,150.06	0.00	268,150.06	24.99
R62 Sub Totals:		1,073,000.00	89,416.66	804,849.94	268,150.06	0.00	268,150.06	24.99
Interest Revenue								
Interest Revenue		100.00	50.47	507.66	-407.66	0.00	-407.66	0.00
R85 Sub Totals:		100.00	50.47	507.66	-407.66	0.00	-407.66	0.00
Revenue Sub Totals:		2,985,726.99	202,083.53	2,061,001.09	924,725.90	0.00	924,725.90	30.97
Personnel Expense								
Salary Expense		414,241.93	30,421.76	308,820.68	105,421.25	0.00	105,421.25	25.45
SWB Reimbursement		109,000.00	9,083.33	81,749.97	27,250.03	0.00	27,250.03	25.00
Overtime Expense		15,000.00	219.66	7,298.60	7,701.40	0.00	7,701.40	51.34
FICA Expense		32,837.05	2,299.41	23,773.50	9,063.55	0.00	9,063.55	27.60
Unemployment Expense		5,550.00	0.00	2,284.00	3,266.00	0.00	3,266.00	58.85
Worker's Comp Expense		18,500.00	0.00	18,284.69	215.31	0.00	215.31	1.16
APERS Expense		63,735.26	4,403.20	46,384.39	17,350.87	0.00	17,350.87	27.22
Health Insurance Expense		94,955.04	7,915.38	71,839.77	23,115.27	0.00	23,115.27	24.34
Physical & Drug Screen Exp		2,000.00	0.00	250.00	1,750.00	0.00	1,750.00	87.50
Uniform Expense		6,000.00	115.80	3,070.95	2,929.05	520.76	2,408.29	40.14
Travel & Training Expense		3,500.00	1,329.39	1,800.44	1,699.56	243.70	1,455.86	41.60

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E01 Sub Totals:		765,319.28	55,787.93	565,556.99	199,762.29	764.46	198,997.83	26.00
E10	Building & Grounds Exp							
080-0800-5102	Repairs & Maint - Building	1,500.00	25.80	1,266.29	233.71	0.00	233.71	15.58
080-0800-5110	Utilities - Electric	16,000.00	1,640.53	13,281.17	2,718.83	482.49	2,236.34	13.98
080-0800-5111	Utilities - Gas	2,950.00	17.91	1,954.66	995.34	0.00	995.34	33.74
080-0800-5112	Utilities - Water	1,000.00	33.52	250.29	749.71	0.00	749.71	74.97
080-0800-5115	Communication Exp - Telephone	8,500.00	474.10	4,341.66	4,158.34	301.87	3,856.47	45.37
080-0800-5116	Communication Exp - Cellular	5,000.00	245.70	2,298.22	2,701.78	0.00	2,701.78	54.04
080-0800-5120	Insurance - Property	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
080-0800-5130	Sanitation	2,500.00	248.12	1,351.05	1,148.95	0.00	1,148.95	45.96
080-0800-5140	Supplies - B&G	2,600.00	126.19	860.79	1,739.21	70.27	1,668.94	64.19
080-0800-5145	Tools	10,000.00	2,302.71	8,331.74	1,668.26	737.36	930.90	9.31
E10 Sub Totals:		52,550.00	5,114.58	33,935.87	18,614.13	1,591.99	17,022.14	32.39
E20	Vehicle Expense							
080-0800-5200	Fuel Expense	70,000.00	4,184.84	37,272.38	32,727.62	0.00	32,727.62	46.75
080-0800-5210	Service & Repair - Vehicle	65,000.00	5,846.56	53,693.32	11,306.68	12,921.23	-1,614.55	0.00
080-0800-5218	Tire Expense	10,000.00	799.50	5,954.77	4,045.23	201.06	3,844.17	38.44
080-0800-5225	Insurance Expense - Vehicle	13,650.00	0.00	13,641.09	8.91	0.00	8.91	0.07
080-0800-5230	Radios	1,000.00	0.00	164.25	835.75	0.00	835.75	83.58
080-0800-5240	Equipment Rental	8,000.00	0.00	0.00	8,000.00	167.52	7,832.48	97.91
E20 Sub Totals:		167,650.00	10,830.90	110,725.81	56,924.19	13,289.81	43,634.38	26.03
E30	Supply Expense							
080-0800-5300	Supplies - Office	4,000.00	155.21	2,925.83	1,074.17	145.01	929.16	23.23
080-0800-5316	Supplies - Signs	35,500.00	305.91	16,815.10	18,684.90	91.59	18,593.31	52.38
080-0800-5322	Supplies - Operating	89,000.00	8,476.01	12,490.90	76,509.10	4,596.82	71,912.28	80.80
080-0800-5350	Postage Expense	500.00	0.00	230.84	269.16	0.00	269.16	53.83
080-0800-5380	Prisoner Care Expense	2,000.00	0.00	270.31	1,729.69	129.43	1,600.26	80.01
E30 Sub Totals:		131,000.00	8,937.13	32,732.98	98,267.02	4,962.85	93,304.17	71.22
E40	Operations Expense							
080-0800-5141	Pest/Chem/Seed/Fert	2,000.00	0.00	405.16	1,594.84	0.00	1,594.84	79.74
080-0800-5142	Janitorial Supplies & Services	2,000.00	251.86	1,259.30	740.70	0.00	740.70	37.04
080-0800-5323	Material and Maint.	55,000.00	699.05	48,811.59	6,188.41	0.00	6,188.41	11.25
080-0800-5480	Dues & Subscriptions	4,200.00	0.00	429.75	3,770.25	0.00	3,770.25	89.77
080-0800-5525	Right-of-Way Maintenance	10,000.00	0.00	2,000.00	8,000.00	0.00	8,000.00	80.00
080-0800-5530	Safety Program	1,000.00	0.00	880.72	119.28	0.00	119.28	11.93
080-0800-5545	Street Paving Expense	150,000.00	2,543.93	23,959.83	126,040.17	191.57	125,848.60	83.90
080-0800-5546	Street Lights Installed	115,000.00	8,601.30	73,255.82	41,744.18	6,692.60	35,051.58	30.48
080-0800-5547	Traffic Signal Maintenance	25,000.00	1,931.01	8,714.32	16,285.68	67.15	16,218.53	64.87

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E40 Sub Totals:		364,200.00	14,027.15	159,716.49	204,483.51	6,951.32	197,532.19	54.24
E55	Professional Services							
080-0800-5553	Prof Services - Advertising	2,500.00	0.00	-466.65	2,966.65	0.00	2,966.65	118.67
080-0800-5562	Prof Services - Bridge Inspection	1,000.00	0.00	65.57	934.43	0.00	934.43	93.44
080-0800-5571	Prof Services - Engineering	12,240.00	1,020.00	9,293.22	2,946.78	0.00	2,946.78	24.08
080-0800-5574	Prof Services - GIS	6,120.00	0.00	4,080.00	2,040.00	510.00	1,530.00	25.00
080-0800-5586	Prof Services - Other	188,826.69	10,664.33	100,328.62	88,498.07	19,983.05	68,515.02	36.28
080-0800-5589	Prof Services - Printing	600.00	33.85	609.75	-9.75	0.00	-9.75	0.00
E55 Sub Totals:		211,286.69	11,718.18	113,910.51	97,376.18	20,493.05	76,883.13	36.39
E60	Miscellaneous Expense							
080-0800-5600	Miscellaneous Expense	22,626.99	1,357.41	19,696.97	2,930.02	0.00	2,930.02	12.95
080-0800-5604	Computer Hardware	4,000.00	0.00	898.30	3,101.70	0.00	3,101.70	77.54
080-0800-5606	Computer Maint & Support	1,000.00	0.00	519.41	480.59	0.00	480.59	48.06
080-0800-5608	Computer Software	2,500.00	0.00	1,436.61	1,063.39	0.00	1,063.39	42.54
E60 Sub Totals:		30,126.99	1,357.41	22,551.29	7,575.70	0.00	7,575.70	25.15
E80	Fixed Assets							
080-0800-5808	Fixed Assets - Other Equipment	371,000.00	0.00	290,105.07	80,894.93	66,422.00	14,472.93	3.90
080-0800-5810	Fixed Assets - Equipment	8,000.00	0.00	5,213.79	2,786.21	0.00	2,786.21	34.83
080-0800-5828	Project - Snooks Lane	336,916.18	0.00	336,916.18	0.00	0.00	0.00	0.00
E80 Sub Totals:		715,916.18	0.00	632,235.04	83,681.14	66,422.00	17,259.14	2.41
E85	Interest Expense							
080-0800-5816	Fixed Assets - Infrastructure	527,000.00	0.00	29,257.34	497,742.66	21,462.65	476,280.01	90.38
E85 Sub Totals:		527,000.00	0.00	29,257.34	497,742.66	21,462.65	476,280.01	90.38
E90	Construction Projects							
080-0800-5904	Fixed Asses Whistling Pine Drain	0.00	0.00	0.00	0.00	0.00	0.00	0.00
080-0800-5910	Project - Overlay 2013	350,000.00	347.92	250,199.44	99,800.56	0.00	99,800.56	28.51
E90 Sub Totals:		350,000.00	347.92	250,199.44	99,800.56	0.00	99,800.56	28.51
Expense Sub Totals:		3,315,049.14	108,121.20	1,950,821.76	1,364,227.38	135,938.13	1,228,289.25	37.05
Dept 0800 Sub Totals:		329,322.15	-93,962.33	-110,179.33	439,501.48	135,938.13		
Fund Revenue Sub Totals:		2,985,726.99	202,083.53	2,061,001.09	924,725.90	0.00	924,725.90	30.97
Fund Expense Sub Totals:		3,485,187.71	120,359.22	2,073,536.11	1,411,651.60	137,370.87	1,274,280.73	36.56

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 140	Fund 080 Sub Totals:							
Dept 140-0400	Park Bond 2006 DS	499,460.72	-81,724.31	12,535.02	486,925.70	137,370.87		
R10	Parks General							
140-0400-4111	Taxes - Sales							
	Park Bond Sales Tax	960,000.00	89,609.53	773,216.48	186,783.52	0.00	186,783.52	19.46
R62	R10 Sub Totals:	960,000.00	89,609.53	773,216.48	186,783.52	0.00	186,783.52	19.46
140-0400-4626	Intergovernmental Tsfrs							
	Xfer from Other	0.00	247.39	2,118.55	-2,118.55	0.00	-2,118.55	0.00
R85	R62 Sub Totals:	0.00	247.39	2,118.55	-2,118.55	0.00	-2,118.55	0.00
140-0400-4850	Interest Revenue							
	Interest Revenue	0.00	6.09	36.00	-36.00	0.00	-36.00	0.00
R85	R85 Sub Totals:	0.00	6.09	36.00	-36.00	0.00	-36.00	0.00
E72	Revenue Sub Totals:	960,000.00	89,863.01	775,371.03	184,628.97	0.00	184,628.97	19.23
140-0400-5722	Bond Expense							
140-0400-5724	Bond Principal Pmt	955,000.00	655,060.00	1,072,601.25	-117,601.25	0.00	-117,601.25	0.00
	Bond Fee	5,000.00	2,480.00	3,706.50	1,293.50	0.00	1,293.50	25.87
E72	E72 Sub Totals:	960,000.00	657,540.00	1,076,307.75	-116,307.75	0.00	-116,307.75	0.00
	Expense Sub Totals:	960,000.00	657,540.00	1,076,307.75	-116,307.75	0.00	-116,307.75	0.00
	Dept 0400 Sub Totals:	0.00	567,676.99	300,936.72	-300,936.72	0.00		
	Fund Revenue Sub Totals:	960,000.00	89,863.01	775,371.03	184,628.97	0.00	184,628.97	19.23
	Fund Expense Sub Totals:	960,000.00	657,540.00	1,076,307.75	-116,307.75	0.00	-116,307.75	0.00
Fund 141	Fund 140 Sub Totals:	0.00	567,676.99	300,936.72	-300,936.72	0.00		
Dept 141-0400	Park Bond 2006 DSR							
R85	Parks General							
141-0400-4850	Interest Revenue	0.00	4.39	2,118.53	-2,118.53	0.00	-2,118.53	0.00
141-0400-4855	Interest Revenue	0.00	175.50	2,631.91	-2,631.91	0.00	-2,631.91	0.00
	Gain on Investment							
R85	R85 Sub Totals:	0.00	179.89	4,750.44	-4,750.44	0.00	-4,750.44	0.00
	Revenue Sub Totals:	0.00	179.89	4,750.44	-4,750.44	0.00	-4,750.44	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E62 141-0400-5626	Intergovernmental Tsfr Xfer to Other	0.00	247.39	2,118.55	-2,118.55	0.00	-2,118.55	0.00
E62 Sub Totals:		0.00	247.39	2,118.55	-2,118.55	0.00	-2,118.55	0.00
E85 141-0400-5855	Interest Expense Loss on Investment	0.00	0.00	3,260.59	-3,260.59	0.00	-3,260.59	0.00
E85 Sub Totals:		0.00	0.00	3,260.59	-3,260.59	0.00	-3,260.59	0.00
Expense Sub Totals:		0.00	247.39	5,379.14	-5,379.14	0.00	-5,379.14	0.00
Dept 0400 Sub Totals:		0.00	67.50	628.70	-628.70	0.00		
Fund Revenue Sub Totals:		0.00	179.89	4,750.44	-4,750.44	0.00	-4,750.44	0.00
Fund Expense Sub Totals:		0.00	247.39	5,379.14	-5,379.14	0.00	-5,379.14	0.00
Fund 141 Sub Totals:		0.00	67.50	628.70	-628.70	0.00		
Park Bond 2006 O&M								
Parks General								
Taxes - Sales								
Park 1/8 Sales Tax		480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
R10 Sub Totals:		480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
Interest Revenue								
Interest Revenue		0.00	0.06	0.84	-0.84	0.00	-0.84	0.00
R85 Sub Totals:		0.00	0.06	0.84	-0.84	0.00	-0.84	0.00
Revenue Sub Totals:		480,000.00	44,804.82	386,609.06	93,390.94	0.00	93,390.94	19.46
E62 142-0400-5626	Intergovernmental Tsfr Xfer to Other	480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
E62 Sub Totals:		480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
Expense Sub Totals:		480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
Dept 0400 Sub Totals:		0.00	-0.06	-0.84	0.84	0.00		
Fund Revenue Sub Totals:		480,000.00	44,804.82	386,609.06	93,390.94	0.00	93,390.94	19.46

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:							
	Fund 142 Sub Totals:	480,000.00	44,804.76	386,608.22	93,391.78	0.00	93,391.78	19.46
Fund 143	Park Bond 2007 DS							
Dept 143-0400	Parks General	0.00	-0.06	-0.84	0.84	0.00		
R10	Taxes - Sales							
143-0400-4111	Park Bond Sales Tax	960,000.00	89,609.53	773,216.49	186,783.51	0.00	186,783.51	19.46
	R10 Sub Totals:	960,000.00	89,609.53	773,216.49	186,783.51	0.00	186,783.51	19.46
R62	Intergovernmental Tsfrs							
143-0400-4626	Xfer from Other	0.00	320.91	2,721.74	-2,721.74	0.00	-2,721.74	0.00
	R62 Sub Totals:	0.00	320.91	2,721.74	-2,721.74	0.00	-2,721.74	0.00
R85	Interest Revenue							
143-0400-4850	Interest Revenue	0.00	7.14	42.07	-42.07	0.00	-42.07	0.00
	R85 Sub Totals:	0.00	7.14	42.07	-42.07	0.00	-42.07	0.00
	Revenue Sub Totals:	960,000.00	89,937.58	775,980.30	184,019.70	0.00	184,019.70	19.17
E72	Bond Expense							
143-0400-5722	Bond Principal Pmt	955,000.00	776,053.75	1,082,042.50	-127,042.50	0.00	-127,042.50	0.00
143-0400-5724	Bond Fee	5,000.00	621.00	3,274.00	1,726.00	0.00	1,726.00	34.52
	E72 Sub Totals:	960,000.00	776,674.75	1,085,316.50	-125,316.50	0.00	-125,316.50	0.00
	Expense Sub Totals:	960,000.00	776,674.75	1,085,316.50	-125,316.50	0.00	-125,316.50	0.00
	Dept 0400 Sub Totals:	0.00	686,737.17	309,336.20	-309,336.20	0.00		
	Fund Revenue Sub Totals:	960,000.00	89,937.58	775,980.30	184,019.70	0.00	184,019.70	19.17
	Fund Expense Sub Totals:	960,000.00	776,674.75	1,085,316.50	-125,316.50	0.00	-125,316.50	0.00
	Fund 143 Sub Totals:	0.00	686,737.17	309,336.20	-309,336.20	0.00		
Fund 144	Park Bond 2007 DSR							
Dept 144-0400	Parks General							
R85	Interest Revenue							
144-0400-4850	Interest Revenue	0.00	5.91	2,721.74	-2,721.74	0.00	-2,721.74	0.00
144-0400-4855	Gain on Investment	0.00	221.00	3,336.26	-3,336.26	0.00	-3,336.26	0.00
	R85 Sub Totals:	0.00	226.91	6,058.00	-6,058.00	0.00	-6,058.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E62	Revenue Sub Totals:							
144-0400-5626	Intergovernmental Tsfr	0.00	226.91	6,058.00	-6,058.00	0.00	-6,058.00	0.00
	Xfer to Other	0.00	320.91	2,721.74	-2,721.74	0.00	-2,721.74	0.00
E85	E62 Sub Totals:	0.00	320.91	2,721.74	-2,721.74	0.00	-2,721.74	0.00
144-0400-5855	Interest Expense							
	Loss on Investment	0.00	0.00	4,129.54	-4,129.54	0.00	-4,129.54	0.00
	E85 Sub Totals:	0.00	0.00	4,129.54	-4,129.54	0.00	-4,129.54	0.00
	Expense Sub Totals:	0.00	320.91	6,851.28	-6,851.28	0.00	-6,851.28	0.00
	Dept 0400 Sub Totals:	0.00	94.00	793.28	-793.28	0.00		
	Fund Revenue Sub Totals:	0.00	226.91	6,058.00	-6,058.00	0.00	-6,058.00	0.00
	Fund Expense Sub Totals:	0.00	320.91	6,851.28	-6,851.28	0.00	-6,851.28	0.00
Fund 145	Fund 144 Sub Totals:	0.00	94.00	793.28	-793.28	0.00		
Dept 145-0400	Park Bond 2010 DS							
R62	Parks General							
145-0400-4627	Intergovernmental Tsfrs	360,000.00	29,826.86	269,921.34	90,078.66	0.00	90,078.66	25.02
	Xfer from Other	360,000.00	29,826.86	269,921.34	90,078.66	0.00	90,078.66	25.02
R85	R62 Sub Totals:	0.00	4.30	44.11	-44.11	0.00	-44.11	0.00
145-0400-4850	Interest Revenue							
	Interest Revenue	0.00	4.30	44.11	-44.11	0.00	-44.11	0.00
	R85 Sub Totals:	0.00	4.30	44.11	-44.11	0.00	-44.11	0.00
E72	Revenue Sub Totals:	360,000.00	29,831.16	269,965.45	90,034.55	0.00	90,034.55	25.01
145-0400-5722	Bond Expense							
145-0400-5724	Bond Principal Pmt	360,000.00	0.00	351,133.75	8,866.25	0.00	8,866.25	2.46
	Bond Fee	0.00	0.00	2,217.50	-2,217.50	0.00	-2,217.50	0.00
	E72 Sub Totals:	360,000.00	0.00	353,351.25	6,648.75	0.00	6,648.75	1.85
	Expense Sub Totals:	360,000.00	0.00	353,351.25	6,648.75	0.00	6,648.75	1.85
	Dept 0400 Sub Totals:	0.00	-29,831.16	83,385.80	-83,385.80	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	360,000.00	29,831.16	269,965.45	90,034.55	0.00	90,034.55	25.01
	Fund Expense Sub Totals:	360,000.00	0.00	353,351.25	6,648.75	0.00	6,648.75	1.85
Fund 146	Fund 145 Sub Totals:	0.00	-29,831.16	83,385.80	-83,385.80	0.00		
Dept 146-0400	Park Bond 2010 DSR							
R62	Parks General							
146-0400-4627	Intergovernmental Tsfrs							
	Xfer from Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R85	Interest Revenue							
146-0400-4850	Interest Revenue	0.00	52.47	1,640.87	-1,640.87	0.00	-1,640.87	0.00
146-0400-4855	Gain on Investment	0.00	25.75	391.27	-391.27	0.00	-391.27	0.00
	R85 Sub Totals:	0.00	78.22	2,032.14	-2,032.14	0.00	-2,032.14	0.00
	Revenue Sub Totals:	0.00	78.22	2,032.14	-2,032.14	0.00	-2,032.14	0.00
E62	Intergovernmental Tsfr							
146-0400-5626	Xfer to Other	0.00	79.56	2,367.94	-2,367.94	0.00	-2,367.94	0.00
	E62 Sub Totals:	0.00	79.56	2,367.94	-2,367.94	0.00	-2,367.94	0.00
E85	Interest Expense							
146-0400-5855	Loss on Investment	0.00	0.00	793.83	-793.83	0.00	-793.83	0.00
	E85 Sub Totals:	0.00	0.00	793.83	-793.83	0.00	-793.83	0.00
	Expense Sub Totals:	0.00	79.56	3,161.77	-3,161.77	0.00	-3,161.77	0.00
	Dept 0400 Sub Totals:	0.00	1.34	1,129.63	-1,129.63	0.00		
	Fund Revenue Sub Totals:	0.00	78.22	2,032.14	-2,032.14	0.00	-2,032.14	0.00
	Fund Expense Sub Totals:	0.00	79.56	3,161.77	-3,161.77	0.00	-3,161.77	0.00
	Fund 146 Sub Totals:	0.00	1.34	1,129.63	-1,129.63	0.00		
Fund 180	Street Bond 2008 Constr							
Dept 180-0800								
R85	Interest Revenue							
180-0800-4850	Interest Revenue	0.00	0.00	15.17	-15.17	0.00	-15.17	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E90 180-0800-5900	R85 Sub Totals:	0.00	0.00	15.17	-15.17	0.00	-15.17	0.00
	Revenue Sub Totals:	0.00	0.00	15.17	-15.17	0.00	-15.17	0.00
	Construction Projects							
	Construction Projects/Overlays	33,373.14	0.00	33,380.08	-6.94	0.00	-6.94	0.00
	E90 Sub Totals:	33,373.14	0.00	33,380.08	-6.94	0.00	-6.94	0.00
	Expense Sub Totals:	33,373.14	0.00	33,380.08	-6.94	0.00	-6.94	0.00
	Dept 0800 Sub Totals:	33,373.14	0.00	33,364.91	8.23	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	15.17	-15.17	0.00	-15.17	0.00
	Fund Expense Sub Totals:	33,373.14	0.00	33,380.08	-6.94	0.00	-6.94	0.00
Fund 181 Dept 181-0800 R85	Fund 180 Sub Totals:	33,373.14	0.00	33,364.91	8.23	0.00		
	Street Bond 2008 DSR							
	Interest Revenue	0.00	4.08	1,435.12	-1,435.12	0.00	-1,435.12	0.00
	Interest Revenue	0.00	25.75	686.38	-686.38	0.00	-686.38	0.00
	Gain on Investment							
	R85 Sub Totals:	0.00	29.83	2,121.50	-2,121.50	0.00	-2,121.50	0.00
	Revenue Sub Totals:	0.00	29.83	2,121.50	-2,121.50	0.00	-2,121.50	0.00
	Intergovernmental Tsr							
	Xfer to Other	0.00	0.00	1,804.05	-1,804.05	0.00	-1,804.05	0.00
E62 181-0800-5626	E62 Sub Totals:	0.00	0.00	1,804.05	-1,804.05	0.00	-1,804.05	0.00
	Interest Expense							
	Loss on Investment	0.00	0.00	1,103.75	-1,103.75	0.00	-1,103.75	0.00
	E85 Sub Totals:	0.00	0.00	1,103.75	-1,103.75	0.00	-1,103.75	0.00
	Expense Sub Totals:	0.00	0.00	2,907.80	-2,907.80	0.00	-2,907.80	0.00
	Dept 0800 Sub Totals:	0.00	-29.83	786.30	-786.30	0.00		
	Fund Revenue Sub Totals:	0.00	29.83	2,121.50	-2,121.50	0.00	-2,121.50	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:							
		0.00	0.00	2,907.80	-2,907.80	0.00	-2,907.80	0.00
Fund 182	Fund 181 Sub Totals:							
Dept 182-0800	Street Bond 2008 DS	0.00	-29.83	786.30	-786.30	0.00		
R62	Intergovernmental Tsfers							
182-0800-4623	Xfer from Other Fund	350,000.00	29,107.92	265,111.14	84,888.86	0.00	84,888.86	24.25
	R62 Sub Totals:							
		350,000.00	29,107.92	265,111.14	84,888.86	0.00	84,888.86	24.25
R85	Interest Revenue							
182-0800-4850	Interest Revenue	0.00	1.71	58.78	-58.78	0.00	-58.78	0.00
	R85 Sub Totals:							
		0.00	1.71	58.78	-58.78	0.00	-58.78	0.00
	Revenue Sub Totals:							
		350,000.00	29,109.63	265,169.92	84,830.08	0.00	84,830.08	24.24
E72	Bond Expense							
182-0800-5722	Bond Principal Pmt	350,000.00	0.00	348,585.00	1,415.00	0.00	1,415.00	0.40
182-0800-5724	Bond Fee	0.00	0.00	2,637.50	-2,637.50	0.00	-2,637.50	0.00
	E72 Sub Totals:							
		350,000.00	0.00	351,222.50	-1,222.50	0.00	-1,222.50	0.00
	Expense Sub Totals:							
		350,000.00	0.00	351,222.50	-1,222.50	0.00	-1,222.50	0.00
	Dept 0800 Sub Totals:							
		0.00	-29,109.63	86,052.58	-86,052.58	0.00		
	Fund Revenue Sub Totals:							
		350,000.00	29,109.63	265,169.92	84,830.08	0.00	84,830.08	24.24
	Fund Expense Sub Totals:							
		350,000.00	0.00	351,222.50	-1,222.50	0.00	-1,222.50	0.00
Fund 500	Fund 182 Sub Totals:							
Dept 500-0900	Revenue - Water & WW	0.00	-29,109.63	86,052.58	-86,052.58	0.00		
R50	Water Distribution							
500-0900-4504	Sale of Services							
500-0900-4532	CAW Watershed	45,000.00	3,838.40	33,732.78	11,267.22	0.00	11,267.22	25.04
500-0900-4536	One Time Charge	20,000.00	2,057.00	16,404.00	3,596.00	0.00	3,596.00	17.98
500-0900-4537	Penalties	125,000.00	-261.88	94,007.29	30,992.71	0.00	30,992.71	24.79
500-0900-4540	Insufficient Check Fee	3,000.00	225.00	1,825.00	1,175.00	0.00	1,175.00	39.17
500-0900-4542	Sales - CAW System Devel	22,000.00	2,850.00	11,355.50	10,644.50	0.00	10,644.50	48.38
500-0900-4544	Sales - FSDWA	30,000.00	2,291.10	20,464.88	9,535.12	0.00	9,535.12	31.78
500-0900-4548	Water Misc Income	70,000.00	7,125.00	60,993.21	9,006.79	0.00	9,006.79	12.87
	Sales - Pump Maintenance	1,000.00	126.00	801.00	199.00	0.00	199.00	19.90

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-0900-4550	Sales - Service Charges	20,000.00	2,295.00	19,620.00	380.00	0.00	380.00	1.90
500-0900-4554	Sales - Water	2,662,000.00	267,300.12	1,882,314.46	779,685.54	0.00	779,685.54	29.29
500-0900-4556	Sales - Water Connections	30,000.00	4,655.00	24,281.00	5,719.00	0.00	5,719.00	19.06
500-0900-4560	Sales Tax Revenue	253,000.00	25,439.81	179,675.09	73,324.91	0.00	73,324.91	28.98
500-0900-4562	Swimming Pool Fill	2,000.00	0.00	1,150.00	850.00	0.00	850.00	42.50
500-0900-4566	Woodland Hills Watershed	2,000.00	222.30	1,992.60	7.40	0.00	7.40	0.37
R50 Sub Totals:		3,285,000.00	318,162.85	2,348,616.81	936,383.19	0.00	936,383.19	28.50
R62 Sub Totals:		62,000.00	11,459.20	57,191.05	4,808.95	0.00	4,808.95	7.76
E40	Revenue Sub Totals:	3,347,000.00	329,622.05	2,405,807.86	941,192.14	0.00	941,192.14	28.12
500-0900-5475	Operations Expense	50,000.00	5,413.92	43,630.18	6,369.82	0.00	6,369.82	12.74
E60	E40 Sub Totals:	50,000.00	5,413.92	43,630.18	6,369.82	0.00	6,369.82	12.74
500-0900-5600	Miscellaneous Expense	0.00	4,256.90	4,256.90	-4,256.90	0.00	-4,256.90	0.00
E62	E60 Sub Totals:	0.00	4,256.90	4,256.90	-4,256.90	0.00	-4,256.90	0.00
500-0900-5624	Intergovernmental Tsfr	4,612,956.35	384,413.02	3,459,717.18	1,153,239.17	1,153,239.06	0.11	0.00
500-0900-5629	Xfer to Water Impact	60,000.00	3,600.00	45,788.00	14,212.00	0.00	14,212.00	23.69
500-0900-5630	Xfer to Salem Royalty	1,000.00	61.60	788.25	211.75	0.00	211.75	21.18
500-0900-5632	Xfer to Subdivision Impact W/tr	0.00	0.00	1,050.00	-1,050.00	0.00	-1,050.00	0.00
E62 Sub Totals:		4,673,956.35	388,074.62	3,507,343.43	1,166,612.92	1,153,239.06	13,373.86	0.29
Expense Sub Totals:		4,723,956.35	397,745.44	3,555,230.51	1,168,725.84	1,153,239.06	15,486.78	0.33
Dept 500-0950	Dept 0900 Sub Totals:	1,376,956.35	68,123.39	1,149,422.65	227,533.70	1,153,239.06		
R50	Wastewater Collection	3,779,000.00	366,112.09	2,915,655.51	863,344.49	0.00	863,344.49	22.85
500-0950-4552	Sale of Services	13,000.00	3,300.00	10,750.00	2,250.00	0.00	2,250.00	17.31
500-0950-4558	Sales - Wastewater							
R60	Sales - WW Connections	3,792,000.00	369,412.09	2,926,405.51	865,594.49	0.00	865,594.49	22.83
	Miscellaneous Revenue							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-0950-4600	Miscellaneous Revenue	1,000.00	-480.86	396.87	603.13	0.00	603.13	60.31
R62	R60 Sub Totals:	1,000.00	-480.86	396.87	603.13	0.00	603.13	60.31
500-0950-4631	Intergovernmental Tsfrs							
500-0950-4632	Xfer Wastewater Impact	44,000.00	12,500.00	41,250.00	2,750.00	0.00	2,750.00	6.25
	Xfer to Subdivision Impact WW	1,000.00	0.00	1,050.00	-50.00	0.00	-50.00	0.00
R62	R62 Sub Totals:	45,000.00	12,500.00	42,300.00	2,700.00	0.00	2,700.00	6.00
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr	3,838,000.00	381,431.23	2,969,102.38	868,897.62	0.00	868,897.62	22.64
500-0950-5624	Xfer to Water	4,647,447.18	387,287.26	3,485,585.34	1,161,861.84	1,161,861.78	0.06	0.00
500-0950-5631	Xfer to Wastewater Impact	44,000.00	8,000.00	30,750.00	13,250.00	0.00	13,250.00	30.11
500-0950-5632	Xfer to Subdivision Impact WW	0.00	0.00	1,050.00	-1,050.00	0.00	-1,050.00	0.00
E62	E62 Sub Totals:	4,691,447.18	395,287.26	3,517,385.34	1,174,061.84	1,161,861.78	12,200.06	0.26
E72	Bond Expense							
500-0950-5722	Bond Principal Pmt	720,000.00	59,947.08	539,523.72	180,476.28	119,894.16	60,582.12	8.41
E72	E72 Sub Totals:	720,000.00	59,947.08	539,523.72	180,476.28	119,894.16	60,582.12	8.41
	Expense Sub Totals:							
	Dept 0950 Sub Totals:	5,411,447.18	455,234.34	4,056,909.06	1,354,538.12	1,281,755.94	72,782.18	1.34
	Dept 0950 Sub Totals:	1,573,447.18	73,803.11	1,087,806.68	485,640.50	1,281,755.94		
	Fund Revenue Sub Totals:	7,185,000.00	711,053.28	5,374,910.24	1,810,089.76	0.00	1,810,089.76	25.19
	Fund Expense Sub Totals:	10,135,403.53	852,979.78	7,612,139.57	2,523,263.96	2,434,995.00	88,268.96	0.87
Fund 510	Fund 500 Sub Totals:	2,950,403.53	141,926.50	2,237,229.33	713,174.20	2,434,995.00		
Dept 510-0900	Water Operating							
R60	Miscellaneous Revenue	5,500.00	0.03	5,304.95	195.05	0.00	195.05	3.55
510-0900-4600	Miscellaneous Revenue							
R60	R60 Sub Totals:	5,500.00	0.03	5,304.95	195.05	0.00	195.05	3.55
R62	Intergovernmental Tsfrs							
510-0900-4625	Xfer from Water	4,612,956.20	384,413.02	3,459,717.18	1,153,239.02	0.00	1,153,239.02	25.00
R62	R62 Sub Totals:	4,612,956.20	384,413.02	3,459,717.18	1,153,239.02	0.00	1,153,239.02	25.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E01	Revenue Sub Totals:	4,618,456.20	384,413.05	3,465,022.13	1,153,434.07	0.00	1,153,434.07	24.97
	Personnel Expense							
510-0900-5000	Salary Expense	301,208.44	24,005.85	219,396.23	81,812.21	0.00	81,812.21	27.16
510-0900-5005	SWB Reimbursement	109,000.00	9,083.33	81,749.97	27,250.03	0.00	27,250.03	25.00
510-0900-5010	Overtime Expense	18,000.00	603.38	6,044.88	11,955.12	0.00	11,955.12	66.42
510-0900-5020	FICA Expense	24,413.49	1,855.80	17,395.14	7,018.35	0.00	7,018.35	28.75
510-0900-5022	Unemployment Expense	3,345.00	0.00	2,105.54	1,239.46	0.00	1,239.46	37.05
510-0900-5025	Worker's Comp Expense	6,700.00	0.00	6,677.85	22.15	0.00	22.15	0.33
510-0900-5030	APERS Expense	45,667.94	3,390.50	32,115.82	13,552.12	0.00	13,552.12	29.68
510-0900-5040	Health Insurance Expense	95,274.72	5,913.78	47,684.25	47,590.47	0.00	47,590.47	49.95
510-0900-5050	Physical & Drug Screen Exp	1,500.00	0.00	220.00	1,280.00	0.00	1,280.00	85.33
510-0900-5055	Uniform Expense	4,000.00	427.01	3,404.25	595.75	0.00	595.75	1.73
510-0900-5060	Travel & Training Expense	6,295.00	667.00	4,252.27	2,042.73	185.00	1,857.73	29.51
	E01 Sub Totals:	615,404.59	45,946.65	421,046.20	194,358.39	711.58	193,646.81	31.47
E10	Building & Grounds Exp							
510-0900-5102	Repairs & Maint - Building	8,500.00	1,213.60	6,051.93	2,448.07	0.00	2,448.07	28.80
510-0900-5104	Repairs & Maint - Grounds	3,600.00	0.00	0.00	3,600.00	0.00	3,600.00	100.00
510-0900-5110	Utilities - Electric	46,000.00	3,033.91	44,346.30	1,653.70	0.00	1,653.70	3.60
510-0900-5111	Utilities - Gas	2,500.00	43.69	1,613.63	886.37	15.70	870.67	34.83
510-0900-5112	Utilities - Water	500.00	24.29	20.31	479.69	0.00	479.69	95.94
510-0900-5115	Communication Exp - Telephone	6,400.00	0.00	2,040.11	4,359.89	0.00	4,359.89	68.12
510-0900-5116	Communication Exp - Cellular	5,400.00	369.90	4,057.65	1,342.35	0.00	1,342.35	24.86
510-0900-5120	Insurance - Property	14,500.00	0.00	0.00	14,500.00	0.00	14,500.00	100.00
510-0900-5130	Sanitation	12,000.00	639.02	4,011.55	7,988.45	0.00	7,988.45	66.57
510-0900-5140	Supplies - B&G	1,000.00	54.42	54.42	945.58	0.00	945.58	94.56
510-0900-5145	Tools	5,000.00	126.57	1,507.32	3,492.68	388.73	3,103.95	62.08
	E10 Sub Totals:	105,400.00	5,505.40	63,703.22	41,696.78	404.43	41,292.35	39.18
E20	Vehicle Expense							
510-0900-5200	Fuel Expense	30,000.00	1,863.43	16,505.61	13,494.39	0.00	13,494.39	44.98
510-0900-5210	Service & Repair - Vehicle	10,000.00	392.12	8,692.77	1,307.23	360.95	946.28	9.46
510-0900-5218	Tire Expense	2,500.00	325.43	2,352.61	147.39	142.34	5.05	0.20
510-0900-5225	Insurance Expense - Vehicle	6,000.00	0.00	4,113.97	1,886.03	0.00	1,886.03	31.43
510-0900-5240	Equipment Rental	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	E20 Sub Totals:	49,500.00	2,580.98	31,664.96	17,835.04	503.29	17,331.75	35.01
E30	Supply Expense							
510-0900-5300	Supplies - Office	3,650.00	97.88	3,321.01	328.99	0.00	328.99	9.01
510-0900-5322	Supplies - Operating	72,500.00	7,520.40	36,859.92	35,640.08	4,603.70	31,036.38	42.81
510-0900-5324	Supplies - Chemicals	3,000.00	2,733.12	2,733.12	266.88	0.00	266.88	8.90
510-0900-5326	Supplies - Lab	500.00	0.00	0.00	500.00	0.00	500.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
510-0900-5350	Postage Expense	25,000.00	370.00	19,825.07	5,174.93	69.35	5,105.58	20.42
510-0900-5360	Cost of Water	1,015,000.00	103,874.95	723,263.48	291,736.52	0.00	291,736.52	28.74
	E30 Sub Totals:	1,119,650.00	114,596.35	786,002.60	333,647.40	4,673.05	328,974.35	29.38
E40	Operations Expense							
510-0900-5142	Janitorial Supplies	3,000.00	251.86	1,392.41	1,607.59	0.00	1,607.59	53.59
510-0900-5301	Office Equipment	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
510-0900-5475	Credit Card Processing Fee	17,500.00	0.00	8,829.51	8,670.49	0.00	8,670.49	49.55
510-0900-5480	Dues & Subscriptions	8,500.00	371.23	3,833.03	4,666.97	0.00	4,666.97	54.91
510-0900-5515	Permit Fee Expense	36,000.00	0.00	28,524.78	7,475.22	0.00	7,475.22	20.76
510-0900-5530	Safety Program	1,000.00	164.70	754.74	245.26	124.45	120.81	12.08
510-0900-5535	Sales Tax Expense	260,000.00	26,942.00	219,120.64	40,879.36	0.00	40,879.36	15.72
	E40 Sub Totals:	328,000.00	27,729.79	262,455.11	65,544.89	124.45	65,420.44	19.95
E55	Professional Services							
510-0900-5550	Prof Services - Acctg & Audit	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
510-0900-5553	Prof Services - Advertising	8,000.00	193.70	1,268.18	6,731.82	0.00	6,731.82	84.15
510-0900-5571	Prof Services - Engineering	9,180.00	765.00	7,253.22	1,926.78	0.00	1,926.78	20.99
510-0900-5574	Prof Services - GIS	6,120.00	0.00	4,080.00	2,040.00	510.00	1,530.00	25.00
510-0900-5586	Prof Services - Other	10,000.00	1,063.50	7,810.48	2,189.52	0.00	2,189.52	21.90
510-0900-5589	Prof Services - Printing	2,000.00	160.00	1,815.81	184.19	0.00	184.19	9.21
	E55 Sub Totals:	45,300.00	2,182.20	22,227.69	23,072.31	510.00	22,562.31	49.81
E60	Miscellaneous Expense							
510-0900-5600	Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510-0900-5604	Computer Hardware	1,500.00	0.00	1,014.83	485.17	0.00	485.17	32.34
510-0900-5606	Computer Hardware	5,000.00	0.00	305.80	4,694.20	0.00	4,694.20	93.88
510-0900-5608	Computer Software Support	23,400.00	0.00	12,787.19	10,612.81	0.00	10,612.81	45.35
510-0900-5610	Website Expense	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
510-0900-5614	Copier Maint & Lease	6,782.00	549.82	5,089.65	1,692.35	480.00	1,212.35	17.88
	E60 Sub Totals:	37,682.00	549.82	19,197.47	18,484.53	480.00	18,004.53	47.78
E62	Intergovernmental Tsfr							
510-0900-5626	Xfer Depreciation Pd - Water	90,000.00	8,059.25	60,457.28	29,542.72	0.00	29,542.72	32.83
	E62 Sub Totals:	90,000.00	8,059.25	60,457.28	29,542.72	0.00	29,542.72	32.83
E72	Bond Expense							
510-0900-5722	Bond Principal Pmt	713,176.00	20,664.83	240,276.70	472,899.30	0.00	472,899.30	66.31
	E72 Sub Totals:	713,176.00	20,664.83	240,276.70	472,899.30	0.00	472,899.30	66.31
E80	Fixed Assets							
510-0900-5810	Fixed Assets - Equipment	7,000.00	0.00	5,213.79	1,786.21	0.00	1,786.21	25.52

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
510-0900-5816	Fixed Assets - Infrastructure	259,573.00	1,400.00	66,858.11	192,714.89	0.00	192,714.89	74.24
510-0900-5818	Meters / Boxes	23,000.00	0.00	22,379.95	620.05	0.00	620.05	2.70
510-0900-5819	AMI Meter Reading Expense	15,000.00	0.00	0.00	15,000.00	1,425.00	13,575.00	90.50
510-0900-5821	Other Equipment	335,000.00	0.00	0.00	335,000.00	334,900.00	100.00	0.03
510-0900-5822	COE Degray Project	90,000.00	0.00	0.00	90,000.00	0.00	90,000.00	100.00
510-0900-5823	COE Degray O&M	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
510-0900-5828	Project - Snooks Ln Extension	325,427.00	0.00	283,752.00	41,675.00	0.00	41,675.00	12.81
E80 Sub Totals:		1,085,000.00	1,400.00	378,203.85	706,796.15	336,325.00	370,471.15	34.14
E85	Interest Expense							
510-0900-5850	Interest Expense	432,572.00	15,382.25	154,444.24	278,127.76	0.00	278,127.76	64.30
E85 Sub Totals:		432,572.00	15,382.25	154,444.24	278,127.76	0.00	278,127.76	64.30
Expense Sub Totals:		4,621,684.59	244,597.52	2,439,679.32	2,182,005.27		1,838,273.47	39.77
Dept 0900 Sub Totals:		3,228.39	-139,815.53	-1,025,342.81	1,028,571.20	343,731.80		
Dept 510-0950								
R60	Miscellaneous Revenue							
510-0950-4600	Miscellaneous Revenue	5,500.00	0.00	5,487.73	12.27	0.00	12.27	0.22
R60 Sub Totals:		5,500.00	0.00	5,487.73	12.27	0.00	12.27	0.22
R62	Intergovernmental Tsfts							
510-0950-4625	Xfer from Sewer Sales	4,647,447.18	387,287.26	3,485,684.34	1,161,762.84	0.00	1,161,762.84	25.00
R62 Sub Totals:		4,647,447.18	387,287.26	3,485,684.34	1,161,762.84	0.00	1,161,762.84	25.00
Revenue Sub Totals:		4,652,947.18	387,287.26	3,491,172.07	1,161,775.11	0.00	1,161,775.11	24.97
E01	Personnel Expense							
510-0950-5000	Salary Expense	463,959.72	32,387.17	349,390.70	114,569.02	0.00	114,569.02	24.69
510-0950-5005	SWB Reimbursement	109,000.00	9,083.33	81,749.97	27,250.03	0.00	27,250.03	25.00
510-0950-5010	Overtime Expense	36,000.00	2,787.79	26,778.44	9,221.56	0.00	9,221.56	25.62
510-0950-5020	FICA Expense	39,317.91	2,655.61	28,266.00	11,051.91	0.00	11,051.91	28.11
510-0950-5022	Unemployment Expense	3,005.00	0.00	2,043.16	961.84	0.00	961.84	32.01
510-0950-5025	Worker's Comp Expense	5,500.00	0.00	5,300.56	199.44	0.00	199.44	3.63
510-0950-5030	APERS Expense	76,477.17	5,055.16	55,131.89	21,345.28	0.00	21,345.28	27.91
510-0950-5040	Health Insurance Expense	116,798.72	7,698.24	78,150.80	38,647.92	0.00	38,647.92	33.09
510-0950-5050	Physical & Drug Screen Exp	500.00	150.00	210.00	290.00	0.00	290.00	58.00
510-0950-5055	Uniform Expense	4,000.00	0.00	1,359.61	2,640.39	1,497.98	1,142.41	28.56
510-0950-5060	Travel & Training Expense	6,295.00	667.00	2,958.05	3,336.95	0.00	3,336.95	53.01
E01 Sub Totals:		860,853.52	60,484.30	631,339.18	229,514.34	1,497.98	228,016.36	26.49

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E10	Building & Grounds Exp							
510-0950-5102	Repairs & Maint - Building	8,600.00	0.00	5,012.07	3,587.93	0.00	3,587.93	41.72
510-0950-5110	Utilities - Electric	250,000.00	18,665.38	192,402.72	57,597.28	84.28	57,513.00	23.01
510-0950-5111	Utilities - Gas	3,000.00	7.85	827.81	2,172.19	0.00	2,172.19	72.41
510-0950-5112	Utilities - Water	1,000.00	24.28	-63.90	1,063.90	0.00	1,063.90	106.39
510-0950-5115	Communication Exp - Telephone	7,355.00	-120.82	1,787.83	5,567.17	0.00	5,567.17	75.69
510-0950-5116	Communication Exp - Cellular	5,145.00	269.77	3,622.46	1,522.54	0.00	1,522.54	29.59
510-0950-5120	Insurance - Property	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
510-0950-5130	Sanitation	12,000.00	638.96	5,258.93	6,741.07	0.00	6,741.07	56.18
510-0950-5140	Supplies - B&G	1,500.00	54.40	176.16	1,323.84	0.00	1,323.84	88.26
510-0950-5145	Tools	5,500.00	855.64	2,225.27	3,274.73	225.04	3,049.69	55.45
	E10 Sub Totals:	309,100.00	20,395.46	211,249.35	97,850.65	309.32	97,541.33	31.56
E20	Vehicle Expense							
510-0950-5200	Fuel Expense	32,000.00	1,938.40	14,220.42	17,779.58	135.59	17,643.99	55.14
510-0950-5210	Service & Repair - Vehicle	40,000.00	8,156.44	19,471.78	20,528.22	470.58	20,057.64	50.14
510-0950-5218	Tire Expense	8,000.00	135.04	4,294.71	3,705.29	420.01	3,285.28	41.07
510-0950-5225	Insurance Expense - Vehicle	7,500.00	0.00	6,139.34	1,360.66	0.00	1,360.66	18.14
510-0950-5240	Equipment Rental	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
	E20 Sub Totals:	90,500.00	10,229.88	44,126.25	46,373.75	1,026.18	45,347.57	50.11
E30	Supply Expense							
510-0950-5223	Maintenance - Office Equipment	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
510-0950-5300	Supplies - Office	5,650.00	225.54	5,498.87	151.13	95.57	55.56	0.98
510-0950-5322	Supplies - Operating	154,500.00	22,909.93	73,359.58	81,140.42	11,184.26	69,956.16	45.28
510-0950-5324	Supplies - Chemicals	76,000.00	891.27	41,247.03	34,752.97	4,438.02	30,314.95	39.89
510-0950-5326	Supplies - Lab	35,000.00	4,707.75	24,089.09	10,910.91	4,296.00	6,614.91	18.90
510-0950-5350	Postage Expense	25,000.00	370.00	19,528.64	5,471.36	69.35	5,402.01	21.61
	E30 Sub Totals:	297,150.00	29,104.49	163,723.21	133,426.79	20,083.20	113,343.59	38.14
E40	Operations Expense							
510-0950-5142	Janitorial Supplies	1,800.00	251.84	1,392.31	407.69	0.00	407.69	22.65
510-0950-5475	Credit Card Processing Fee	17,500.00	0.00	8,829.49	8,670.51	0.00	8,670.51	49.55
510-0950-5480	Dues & Subscriptions	24,000.00	1,172.22	19,645.71	4,354.29	0.00	4,354.29	18.14
510-0950-5530	Safety Program	1,000.00	0.00	440.49	559.51	25.07	534.44	53.44
510-0950-5540	Equip Purchase - I & I	5,000.00	788.14	1,964.07	3,035.93	1,000.00	2,035.93	40.72
510-0950-5541	Outside Contractors- I & I	40,618.00	0.00	0.00	40,618.00	0.00	40,618.00	100.00
510-0950-5542	Service & Repair - I & I	12,000.00	60.23	-609.20	12,609.20	91.98	12,517.22	104.31
	E40 Sub Totals:	101,918.00	2,272.43	31,662.87	70,255.13	1,117.05	69,138.08	67.84
E55	Professional Services							
510-0950-5550	Prof Services - Acctg & Audit	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
510-0950-5553	Prof Services - Advertising	8,500.00	342.26	1,317.26	7,182.74	0.00	7,182.74	84.50

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
510-0950-5571	Prof Services - Engineering	9,180.00	765.00	7,253.22	1,926.78	0.00	1,926.78	20.99
510-0950-5574	Prof Services - GIS	6,120.00	0.00	4,080.00	2,040.00	510.00	1,530.00	25.00
510-0950-5586	Prof Services - Other	20,000.00	1,063.50	14,465.23	5,534.77	0.00	5,534.77	27.67
510-0950-5589	Prof Services - Printing	2,000.00	160.00	1,745.10	254.90	0.00	254.90	12.75
	E55 Sub Totals:	55,800.00	2,330.76	28,860.81	26,939.19	510.00	26,429.19	47.36
E60	Miscellaneous Expense							
510-0950-5604	Computer Hardware	1,500.00	0.00	1,127.60	372.40	0.00	372.40	24.83
510-0950-5606	Computer Maint & Support	42,300.00	0.00	5,604.25	36,695.75	0.00	36,695.75	86.75
510-0950-5608	Computer Software	49,800.00	0.00	13,267.09	36,532.91	0.00	36,532.91	73.36
510-0950-5614	Copier Maint & Lease	7,300.00	589.82	5,377.68	1,922.32	600.00	1,322.32	18.11
	E60 Sub Totals:	100,900.00	589.82	25,376.62	75,523.38	600.00	74,923.38	74.26
E62	Intergovernmental Tsfr							
510-0950-5626	Xfer to Other	109,000.00	10,544.50	85,070.07	23,929.93	0.00	23,929.93	21.95
	E62 Sub Totals:	109,000.00	10,544.50	85,070.07	23,929.93	0.00	23,929.93	21.95
E72	Bond Expense							
510-0950-5722	Bond Principal Pmt	317,242.00	26,630.33	290,611.65	26,630.35	0.00	26,630.35	8.39
	E72 Sub Totals:	317,242.00	26,630.33	290,611.65	26,630.35	0.00	26,630.35	8.39
E80	Fixed Assets							
510-0950-5808	Fixed Assets - Vehicles	28,000.00	0.00	27,927.00	73.00	0.00	73.00	0.26
510-0950-5810	Fixed Assets - Equipment	62,000.00	0.00	32,457.12	29,542.88	0.00	29,542.88	47.65
510-0950-5816	Fixed Assets - Infrastructure	300,000.00	7,990.23	11,868.72	288,131.28	0.00	288,131.28	96.04
510-0950-5818	Meters / Boxes	23,000.00	0.00	22,357.16	642.84	0.00	642.84	2.79
510-0950-5819	Project - Dewatering Facility	1,432,758.00	12,928.00	23,479.94	1,409,278.06	0.00	1,409,278.06	98.36
	E80 Sub Totals:	1,845,758.00	20,918.23	118,089.94	1,727,668.06	0.00	1,727,668.06	93.60
E85	Interest Expense							
510-0950-5850	Interest Expense	565,742.00	13,189.03	147,179.74	418,562.26	0.00	418,562.26	73.98
	E85 Sub Totals:	565,742.00	13,189.03	147,179.74	418,562.26	0.00	418,562.26	73.98
	Expense Sub Totals:	4,653,963.52	196,689.23	1,777,289.69	2,876,673.83	25,143.73	2,851,530.10	61.27
	Dept 0950 Sub Totals:	1,016.34	-190,598.03	-1,713,882.38	1,714,898.72	25,143.73		
	Fund Revenue Sub Totals:	9,271,403.38	771,700.31	6,956,194.20	2,315,209.18	0.00	2,315,209.18	24.97
	Fund Expense Sub Totals:	9,275,648.11	441,286.75	4,216,969.01	5,058,679.10	368,875.53	4,689,803.57	50.56

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 520	Fund 510 Sub Totals:							
Dept 520-0900	Depreciation - Water	4,244.73	-330,413.56	-2,739,225.19	2,743,469.92	368,875.53		
R62								
520-0900-4625	Intergovernmental Tsfrs							
	Xfer from Water	90,000.00	0.00	0.00	90,000.00	0.00	90,000.00	100.00
R85								
520-0900-4850	R62 Sub Totals:	90,000.00	0.00	0.00	90,000.00	0.00	90,000.00	100.00
	Interest Revenue							
	Interest Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R85 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	90,000.00	0.00	0.00	90,000.00	0.00	90,000.00	100.00
E62	Intergovernmental Tsfr							
520-0900-5624	Xfer to Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 0900 Sub Totals:	-90,000.00	0.00	0.00	-90,000.00	0.00		
	Fund Revenue Sub Totals:	90,000.00	0.00	0.00	90,000.00	0.00	90,000.00	100.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 520 Sub Totals:	-90,000.00	0.00	0.00	-90,000.00	0.00		
Fund 525	Depreciation - WW							
Dept 525-0950								
R62	Intergovernmental Tsfrs							
525-0950-4625	Xfer from Water	109,000.00	18,603.75	145,527.35	-36,527.35	0.00	-36,527.35	0.00
	R62 Sub Totals:	109,000.00	18,603.75	145,527.35	-36,527.35	0.00	-36,527.35	0.00
	Interest Revenue							
	Interest Revenue	0.00	31.15	222.07	-222.07	0.00	-222.07	0.00
	R85 Sub Totals:	0.00	31.15	222.07	-222.07	0.00	-222.07	0.00
	Revenue Sub Totals:	109,000.00	18,634.90	145,749.42	-36,749.42	0.00	-36,749.42	0.00
E62	Intergovernmental Tsfr							
525-0950-5624	Xfer to Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E62 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 0950 Sub Totals:		-109,000.00	-18,634.90	-145,749.42	36,749.42	0.00		
Fund Revenue Sub Totals:		109,000.00	18,634.90	145,749.42	-36,749.42	0.00	-36,749.42	0.00
Fund Expense Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 525 Sub Totals:		-109,000.00	-18,634.90	-145,749.42	36,749.42	0.00		
Sub-Div Impact Water								
Intergovernmental Tsfrs								
Xfer from Water		0.00	0.00	1,050.00	-1,050.00	0.00	-1,050.00	0.00
R62 Sub Totals:		0.00	0.00	1,050.00	-1,050.00	0.00	-1,050.00	0.00
Interest Revenue								
Interest Revenue		0.00	0.09	0.21	-0.21	0.00	-0.21	0.00
R85 Sub Totals:		0.00	0.09	0.21	-0.21	0.00	-0.21	0.00
Revenue Sub Totals:								
Intergovernmental Tsfr								
Xfer to Water		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E62 Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 0900 Sub Totals:		0.00	-0.09	-1,050.21	1,050.21	0.00		
Fund Revenue Sub Totals:		0.00	0.09	1,050.21	-1,050.21	0.00	-1,050.21	0.00
Fund Expense Sub Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 530 Sub Totals:		0.00	-0.09	-1,050.21	1,050.21	0.00		
Sub-Div Impact WW								
Intergovernmental Tsfrs								
Xfer from Water		0.00	0.00	1,050.00	-1,050.00	0.00	-1,050.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R85	R62 Sub Totals:	0.00	0.00	1,050.00	-1,050.00	0.00	-1,050.00	0.00
535-0950-4850	Interest Revenue	0.00	0.04	0.09	-0.09	0.00	-0.09	0.00
	Interest Revenue	0.00	0.04	0.09	-0.09	0.00	-0.09	0.00
R85	R85 Sub Totals:	0.00	0.04	1,050.09	-1,050.09	0.00	-1,050.09	0.00
E62	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
535-0950-5624	Intergovernmental Tsfr	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Xfer to Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E62	E62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 0950 Sub Totals:	0.00	-0.04	-1,050.09	1,050.09	0.00		
	Fund Revenue Sub Totals:	0.00	0.04	1,050.09	-1,050.09	0.00	-1,050.09	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 540	Fund 535 Sub Totals:	0.00	-0.04	-1,050.09	1,050.09	0.00		
Dept 540-0900	Fair Share							
R62	Intergovernmental Tsfrs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
540-0900-4625	Xfer from Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R85	R62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
540-0900-4850	Interest Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Interest Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R85	R85 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E62	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
540-0900-5624	Intergovernmental Tsfr	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Xfer to Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E62	E62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 0900 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 540 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 550	Impact - Water							
Dept 550-0900								
R62	Intergovernmental Tsfrs							
550-0900-4625	Xfer from Water	60,000.00	3,600.00	45,788.00	14,212.00	0.00	14,212.00	23.69
	R62 Sub Totals:	60,000.00	3,600.00	45,788.00	14,212.00	0.00	14,212.00	23.69
	Interest Revenue							
R85	Interest Revenue	0.00	6.18	10.24	-10.24	0.00	-10.24	0.00
550-0900-4850								
	R85 Sub Totals:	0.00	6.18	10.24	-10.24	0.00	-10.24	0.00
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr	60,000.00	3,606.18	45,798.24	14,201.76	0.00	14,201.76	23.67
550-0900-5624	Xfer to Water							
	E62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:							
	Dept 0900 Sub Totals:	-60,000.00	-3,606.18	-45,798.24	-14,201.76	0.00		
	Fund Revenue Sub Totals:	60,000.00	3,606.18	45,798.24	14,201.76	0.00	14,201.76	23.67
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 550 Sub Totals:	-60,000.00	-3,606.18	-45,798.24	-14,201.76	0.00		
Fund 555	Impact - WW							
Dept 555-0950								
R62	Intergovernmental Tsfrs							
555-0950-4625	Xfer from Water	44,000.00	8,000.00	-11,500.00	55,500.00	0.00	55,500.00	126.14
	R62 Sub Totals:	44,000.00	8,000.00	-11,500.00	55,500.00	0.00	55,500.00	126.14
	Interest Revenue							
R85	Interest Revenue	0.00	6.58	17.39	-17.39	0.00	-17.39	0.00
555-0950-4850								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R85 Sub Totals:	0.00	6.58	17.39	-17.39	0.00	-17.39	0.00
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr	44,000.00	8,006.58	-11,482.61	55,482.61	0.00	55,482.61	126.10
555-0950-5624	Xfer to Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 0950 Sub Totals:	-44,000.00	-8,006.58	11,482.61	-55,482.61	0.00		
	Fund Revenue Sub Totals:	44,000.00	8,006.58	-11,482.61	55,482.61	0.00	55,482.61	126.10
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 555 Sub Totals:	-44,000.00	-8,006.58	11,482.61	-55,482.61	0.00		
Fund 560	Salem Royalty							
Dept 560-0900	Intergovernmental Tsfrs	1,000.00	61.60	788.25	211.75	0.00	211.75	21.18
R62	Xfer from Water	1,000.00	61.60	788.25	211.75	0.00	211.75	21.18
560-0900-4625	R62 Sub Totals:							
	Interest Revenue	0.00	1.81	16.49	-16.49	0.00	-16.49	0.00
	Interest Revenue	0.00	1.81	16.49	-16.49	0.00	-16.49	0.00
	R85 Sub Totals:							
	Revenue Sub Totals:	1,000.00	63.41	804.74	195.26	0.00	195.26	19.53
E60	Miscellaneous Expense	1,000.00	351.60	777.20	222.80	0.00	222.80	22.28
560-0900-5602	Royalty Payment	1,000.00	351.60	777.20	222.80	0.00	222.80	22.28
	E60 Sub Totals:							
	Expense Sub Totals:	1,000.00	351.60	777.20	222.80	0.00	222.80	22.28
	Dept 0900 Sub Totals:	0.00	288.19	-27.54	27.54	0.00		
	Fund Revenue Sub Totals:	1,000.00	63.41	804.74	195.26	0.00	195.26	19.53

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:							
		1,000.00	351.60	777.20	222.80	0.00	222.80	22.28
Fund 600	Fund 560 Sub Totals:							
Dept 600-0900	W/WW Bond 2008A DS	0.00	288.19	-27.54	27.54	0.00		
R62	Intergovernmental Tsfrs							
600-0900-4625	Xfer from Water	720,000.00	60,264.29	542,376.36	177,623.64	0.00	177,623.64	24.67
	R62 Sub Totals:							
		720,000.00	60,264.29	542,376.36	177,623.64	0.00	177,623.64	24.67
R85	Interest Revenue							
600-0900-4850	Interest Revenue	0.00	16.17	88.23	-88.23	0.00	-88.23	0.00
	R85 Sub Totals:							
		0.00	16.17	88.23	-88.23	0.00	-88.23	0.00
	Revenue Sub Totals:							
		720,000.00	60,280.46	542,464.59	177,535.41	0.00	177,535.41	24.66
E72	Bond Expense							
600-0900-5722	Bond Principal Pmt	405,000.00	0.00	154,782.50	250,217.50	0.00	250,217.50	61.78
600-0900-5724	Bond Fee	0.00	0.00	645.00	-645.00	0.00	-645.00	0.00
	E72 Sub Totals:							
		405,000.00	0.00	155,427.50	249,572.50	0.00	249,572.50	61.62
E85	Interest Expense							
600-0900-5850	Interest Expense	315,000.00	0.00	0.00	315,000.00	0.00	315,000.00	100.00
	E85 Sub Totals:							
		315,000.00	0.00	0.00	315,000.00	0.00	315,000.00	100.00
	Expense Sub Totals:							
		720,000.00	0.00	155,427.50	564,572.50	0.00	564,572.50	78.41
	Dept 0900 Sub Totals:							
		0.00	-60,280.46	-387,037.09	387,037.09	0.00		
	Fund Revenue Sub Totals:							
		720,000.00	60,280.46	542,464.59	177,535.41	0.00	177,535.41	24.66
	Fund Expense Sub Totals:							
		720,000.00	0.00	155,427.50	564,572.50	0.00	564,572.50	78.41
	Fund 600 Sub Totals:							
	W/WW Bond 2008A DSR	0.00	-60,280.46	-387,037.09	387,037.09	0.00		
Fund 601	Intergovernmental Tsfrs							
Dept 601-0900	Xfer from Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R62	R62 Sub Totals:							
601-0900-4627		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Interest Revenue							
R85		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
601-0900-4850	Interest Revenue	0.00	2.93	1,251.46	-1,251.46	0.00	-1,251.46	0.00
601-0900-4855	Gain on Investment	0.00	100.75	1,550.26	-1,550.26	0.00	-1,550.26	0.00
	R85 Sub Totals:	0.00	103.68	2,801.72	-2,801.72	0.00	-2,801.72	0.00
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr	0.00	103.68	2,801.72	-2,801.72	0.00	-2,801.72	0.00
601-0900-5626	Xfer to Other	0.00	137.93	1,251.46	-1,251.46	0.00	-1,251.46	0.00
	E62 Sub Totals:	0.00	137.93	1,251.46	-1,251.46	0.00	-1,251.46	0.00
E85	Interest Expense							
601-0900-5855	Loss on Investment	0.00	0.00	1,919.91	-1,919.91	0.00	-1,919.91	0.00
	E85 Sub Totals:	0.00	0.00	1,919.91	-1,919.91	0.00	-1,919.91	0.00
	Expense Sub Totals:							
	Dept 0900 Sub Totals:	0.00	137.93	3,171.37	-3,171.37	0.00	-3,171.37	0.00
	Dept 0900 Sub Totals:	0.00	34.25	369.65	-369.65	0.00		
	Fund Revenue Sub Totals:	0.00	103.68	2,801.72	-2,801.72	0.00	-2,801.72	0.00
	Fund Expense Sub Totals:	0.00	137.93	3,171.37	-3,171.37	0.00	-3,171.37	0.00
Fund 605	Fund 601 Sub Totals:	0.00	34.25	369.65	-369.65	0.00		
Dept 605-0900	W/WW Bond 2008B DSR							
R62	Intergovernmental Tsfrs							
605-0900-4627	Xfer from Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R85	Interest Revenue							
605-0900-4850	Interest Revenue	0.00	3.78	1,601.18	-1,601.18	0.00	-1,601.18	0.00
605-0900-4855	Gain on Investment	0.00	130.45	1,969.87	-1,969.87	0.00	-1,969.87	0.00
	R85 Sub Totals:	0.00	134.23	3,571.05	-3,571.05	0.00	-3,571.05	0.00
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr	0.00	134.23	3,571.05	-3,571.05	0.00	-3,571.05	0.00
605-0900-5626	Xfer to Other	0.00	179.28	1,601.18	-1,601.18	0.00	-1,601.18	0.00
	E62 Sub Totals:	0.00	179.28	1,601.18	-1,601.18	0.00	-1,601.18	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E85 605-0900-5855	Interest Expense Loss on Investment	0.00	0.00	2,430.03	-2,430.03	0.00	-2,430.03	0.00
	E85 Sub Totals:	0.00	0.00	2,430.03	-2,430.03	0.00	-2,430.03	0.00
	Expense Sub Totals:	0.00	179.28	4,031.21	-4,031.21	0.00	-4,031.21	0.00
	Dept 0900 Sub Totals:	0.00	45.05	460.16	-460.16	0.00		
	Fund Revenue Sub Totals:	0.00	134.23	3,571.05	-3,571.05	0.00	-3,571.05	0.00
	Fund Expense Sub Totals:	0.00	179.28	4,031.21	-4,031.21	0.00	-4,031.21	0.00
Fund 610 Dept 610-0900 R62 610-0900-4626	Fund 605 Sub Totals: Wolf Creek Debt Serv	0.00	45.05	460.16	-460.16	0.00		
	Intergovernmental Tsfrs Xfer from Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R62 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R85 610-0900-4850	Interest Revenue Interest Revenue	0.00	-0.03	0.00	0.00	0.00	0.00	0.00
	R85 Sub Totals:	0.00	-0.03	0.00	0.00	0.00	0.00	0.00
E60 610-0900-5723	Revenue Sub Totals: Miscellaneous Expense Improvement District Payout	0.00	-0.03	0.00	0.00	0.00	0.00	0.00
E72 610-0900-5722	E60 Sub Totals: Bond Expense Bond Principal Prnt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E72 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 0900 Sub Totals:	0.00	0.03	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	-0.03	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Expense Sub Totals:							
		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 615	Fund 610 Sub Totals:							
Dept 615-0950	WW Bond 2012 Constr	0.00	0.03	0.00	0.00	0.00	0.00	0.00
R60	Miscellaneous Revenue							
615-0950-4610	CWRLF Loan	0.00	16,000.00	65,034.00	-65,034.00	0.00	-65,034.00	0.00
	R60 Sub Totals:	0.00	16,000.00	65,034.00	-65,034.00	0.00	-65,034.00	0.00
	Revenue Sub Totals:							
E62	Intergovernmental Tsfr							
615-0950-5620	Xfer to Other	0.00	0.00	99.00	-99.00	0.00	-99.00	0.00
	E62 Sub Totals:	0.00	0.00	99.00	-99.00	0.00	-99.00	0.00
E80	Fixed Assets							
615-0950-5832	FA- ANRC -Pump Station 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00
615-0950-5833	FA - ANRC - Pump Station 2.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00
615-0950-5834	FA - ANRC -Dewatering Facility	477,834.00	0.00	0.00	477,834.00	0.00	477,834.00	100.00
615-0950-5835	FA - ANRC - 12" Force Main	2,343,540.00	0.00	49,034.00	2,294,506.00	0.00	2,294,506.00	97.91
615-0950-5836	FA - ANRC - Manhole Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E80 Sub Totals:	2,821,374.00	0.00	49,034.00	2,772,340.00	0.00	2,772,340.00	98.26
E85	Interest Expense							
615-0950-5850	Interest Expense - CWRLF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E85 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	2,821,374.00	0.00	49,133.00	2,772,241.00	0.00	2,772,241.00	98.26
	Dept 0950 Sub Totals:	2,821,374.00	-16,000.00	-15,901.00	2,837,275.00	0.00		
	Fund Revenue Sub Totals:	0.00	16,000.00	65,034.00	-65,034.00	0.00	-65,034.00	0.00
	Fund Expense Sub Totals:	2,821,374.00	0.00	49,133.00	2,772,241.00	0.00	2,772,241.00	98.26
	Fund 615 Sub Totals:	2,821,374.00	-16,000.00	-15,901.00	2,837,275.00	0.00		
Fund 620	Water Bond 2011 Constr							
Dept 620-0900	Miscellaneous Revenue							
R60	Loan - DWSRF	56,440.89	0.00	56,439.89	1.00	0.00	1.00	0.00
620-0900-4610								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E80 620-0900-5816	R60 Sub Totals:	56,440.89	0.00	56,439.89	1.00	0.00	1.00	0.00
	Revenue Sub Totals:							
	Fixed Assets	56,440.89	0.00	56,439.89	1.00	0.00	1.00	0.00
	Fixed AssetProj-16" Water Main	56,440.89	0.00	56,440.89	0.00	0.00	0.00	0.00
E85 620-0900-5850	E80 Sub Totals:	56,440.89	0.00	56,440.89	0.00	0.00	0.00	0.00
	Interest Expense							
	Interest Expense - DWSRF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E85 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	56,440.89	0.00	56,440.89	0.00	0.00	0.00	0.00
	Dept 0900 Sub Totals:	0.00	0.00	1.00	-1.00	0.00		
	Fund Revenue Sub Totals:	56,440.89	0.00	56,439.89	1.00	0.00	1.00	0.00
	Fund Expense Sub Totals:	56,440.89	0.00	56,440.89	0.00	0.00	0.00	0.00
	Fund 620 Sub Totals:	0.00	0.00	1.00	-1.00	0.00		
	Revenue Totals:	47,489,831.26	4,465,075.40	36,345,883.99	11,143,947.27	270.55	11,143,676.72	23.47
	Expense Totals:	53,638,594.96	4,589,785.07	34,417,570.06	19,221,024.90	3,495,051.91	15,725,972.99	29.32
	Report Totals:	6,148,763.70	124,709.67	-1,928,313.93	8,077,077.63	3,495,322.46		

RESOLUTION NO. 2015 _____

A RESOLUTION PROVIDING FOR THE ADOPTION OF AN AMENDED BUDGET FOR THE CITY OF BRYANT FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015

WHEREAS, the City of Bryant, Arkansas adopted a budget for The City of Bryant on December 18, 2014, recorded as Resolution 2014-31, and

WHEREAS, the City of Bryant, Arkansas, desires to amend said Budget for Fiscal Year 2015 as attached.

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

This resolution (with attachment) shall be known as the amended budget resolution for the City of Bryant, Arkansas,

Section 1. for the twelve (12) month period beginning January 1, 2015 and ending December 31, 2015.

- General Fund (12,300)
- Avarious Funds Gains, Losses, Int Revenues see attached detail: (30,133.00)
- Street Fund 0.00
- Water Operating Fund 0.00
-
-

Section 2. The amended city budget for the calendar year 2015 is hereby amended and adopted to read as attached.

PASSED AND APPROVED this _____ day of October, 2015.

APPROVED:

Jill Dabbs, Mayor

Approved as to Form:

Richard Chris Madison, Staff Attorney

ATTEST:

Sue Ashcraft, City Clerk



CITY OF
BRYANT
ARKANSAS

Budget Adjustment List - October 2015

Account Number	Description	Original	New Budget	Transfer	Transfer
FUND 001 - General Fund					
DEPT 0100 - Administration					
EXPENSE					
001-0100-5001	Elected Officials Salary Exp	175,409.62	177,409.62	2,000.00	Transfer from 001-0100-5010
001-0100-5001	Elected Officials Salary Exp	177,409.62	179,909.62	2,500.00	Transfer from 001-0100-5110
001-0100-5001	Elected Officials Salary Exp	179,909.62	180,909.62	1,000.00	Transfer from 001-0100-5212
001-0100-5010	Overtime Expense	5,000.00	4,500.00	-500.00	Transfer to 001-0100-5054
001-0100-5010	Overtime Expense	4,500.00	2,500.00	-2,000.00	Transfer to 001-0100-5001
001-0100-5054	BYOD - Admin	0.00	500.00	500.00	Transfer from 001-0100-5010
001-0100-5110	Utilities - Electric	11,000.00	8,500.00	-2,500.00	Transfer to 001-0100-5001
001-0100-5212	Office Equip Purch/Mnt-Admin	1,500.00	500.00	-1,000.00	Transfer to 001-0100-5001
DEPT 0110 -					
EXPENSE					
001-0110-5608	Computer Software	37,300.00	39,300.00	2,000.00	
DEPT 0200 -					
EXPENSE					
001-0200-5022	Unemployment Expense	2,147.84	647.84	-1,500.00	Transfer to 001-0200-5608
001-0200-5060	Travel & Training Expense	2,055.00	1,055.00	-1,000.00	Transfer to 001-0200-5608
001-0200-5065	First Aid Expense	500.00	200.00	-300.00	Transfer to 001-0200-5306
001-0200-5104	Repairs & Maint - Grounds	2,000.00	1,000.00	-1,000.00	Transfer to 001-0200-5592
001-0200-5145	Tools	2,200.00	900.00	-1,300.00	Transfer to 001-0200-5592
001-0200-5306	Supplies - Food Allowance	1,550.00	1,850.00	300.00	Transfer from 001-0200-5065
001-0200-5592	Prof Services - Veterinarian	13,500.00	14,500.00	1,000.00	Transfer from 001-0200-5104
001-0200-5592	Prof Services - Veterinarian	14,500.00	15,800.00	1,300.00	Transfer from 001-0200-5145
001-0200-5608	Computer Software	310.00	1,810.00	1,500.00	Transfer from 001-0200-5022
001-0200-5608	Computer Software	1,810.00	2,810.00	1,000.00	Transfer from 001-0200-5060
DEPT 0300 -					
REVENUE					
001-0300-4416	District Court Reim	-10,000.00	-14,000.00	-4,000.00	
DEPT 0400 - Parks General					
EXPENSE					
001-0400-5010	Overtime Expense	15,000.00	10,400.00	-4,600.00	Transfer to 001-0430-5104
001-0400-5010	Overtime Expense	10,400.00	10,100.00	-300.00	Transfer to 001-0400-5060
001-0400-5010	Overtime Expense	10,100.00	5,100.00	-5,000.00	Transfer to 001-0430-5001
001-0400-5060	Travel & Training Expense	3,100.00	3,400.00	300.00	Transfer from 001-0400-5010
DEPT 0430 -					
REVENUE					
001-0430-4600	Miscellaneous Revenue	-1,000.00	-26,000.00	-25,000.00	
001-0430-4740	Sponsorship/Rebates	-20,350.00	-22,150.00	-1,800.00	
EXPENSE					
001-0430-5001	Park Bishop - Part Time Labor	109,000.00	114,000.00	5,000.00	Transfer from 001-0400-5010
001-0430-5104	Repairs & Maint - Grounds	53,400.00	58,000.00	4,600.00	Transfer from 001-0400-5010
001-0430-5330	Supplies - Park Programs	14,000.00	15,800.00	1,800.00	
001-0430-5816	Fixed Assets Infrastructure	0.00	25,000.00	25,000.00	
DEPT 0500 - Fire Department					
EXPENSE					

001-0500-5036	LOPFI Perm Advance	-150,000.00	-157,000.00	-7,000.00	
DEPT 0510 - REVENUE					
001-0510-4152	Springhill VFD Assessment	-50,000.00	-55,800.00	-5,800.00	
DEPT 0600 - Police EXPENSE					
001-0600-5200	Fuel Expense	160,000.00	156,500.00	-3,500.00	Transfer to 001-0600-5210
001-0600-5210	Service & Repair - Vehicle	35,000.00	38,500.00	3,500.00	Transfer from 001-0600-5200
DEPT 0700 - EXPENSE					
001-0700-5608	Computer Software	0.00	2,500.00	2,500.00	
General Fund Total		811,251.70	798,951.70	-12,300.00	
FUND 002 - Sales Tax Fund					
DEPT 0100 - Administration REVENUE					
002-0100-4850	Interest Revenue	0.00	-200.00	-200.00	
FUND 003 - Franchise Fees					
DEPT 0100 - Administration REVENUE					
003-0100-4850	Interest Revenue	-120.00	-420.00	-300.00	
FUND 005 - Designated Tax Fund -					
DEPT 0100 - Administration REVENUE					
005-0100-4850	Interest Revenue	-250.00	-700.00	-450.00	
FUND 020 - Animal Control					
DEPT 0200 - REVENUE					
020-0200-4850	Interest Revenue	0.00	-5.00	-5.00	
FUND 031 - Act 1809 of 2001					
DEPT 0300 - REVENUE					
031-0300-4850	Interest Revenue	0.00	-25.00	-25.00	
FUND 045 - Park 1/8 SalesTax O					
DEPT 0400 - Parks General REVENUE					
045-0400-4850	Interest Revenue	0.00	-25.00	-25.00	
FUND 050 - Fire Donation					
DEPT 0500 - Fire Department REVENUE					
050-0500-4850	Interest Revenue	0.00	-1.00	-1.00	
FUND 051 - Act 833 of 1991 Fire					
DEPT 0500 - Fire Department REVENUE					
051-0500-4850	Interest Revenue	0.00	-15.00	-15.00	
FUND 055 - Fire 3/8 SalesTax					
DEPT 0500 - Fire Department REVENUE					
055-0500-4850	Interest Revenue	0.00	-100.00	-100.00	
FUND 059 - Firemen's Pension					
DEPT 0500 - Fire Department					

REVENUE				
059-0500-4850	Interest Revenue	0.00	-2,400.00	-2,400.00
059-0500-4855	Gain on Investment	0.00	-13,000.00	-13,000.00
EXPENSE				
059-0500-5855	Loss on Investment	0.00	-750.00	-750.00
FUND 060 - Police Donation				
DEPT 0600 - Police				
REVENUE				
060-0600-4850	Interest Revenue	0.00	-1.00	-1.00
FUND 061 - Act 918 of 1983				
DEPT 0600 - Police				
REVENUE				
061-0600-4850	Interest Revenue	0.00	-15.00	-15.00
FUND 062 - Act 988 of 1991				
DEPT 0600 - Police				
REVENUE				
062-0600-4850	Interest Revenue	0.00	-15.00	-15.00
FUND 068 - State Drug Control				
DEPT 0600 - Police				
REVENUE				
068-0600-4850	Interest Revenue	0.00	-5.00	-5.00
FUND 080 - Street Fund				
DEPT 0800 -				
REVENUE				
080-0800-4850	Interest Revenue	-100.00	-750.00	-650.00
EXPENSE				
080-0800-5200	Fuel Expense	70,000.00	55,000.00	-15,000.00 Transfer to 080-0800-5210
080-0800-5210	Service & Repair - Vehicle	65,000.00	80,000.00	15,000.00 Transfer from 080-0800-5200
080-0800-5210	Service & Repair - Vehicle	80,000.00	85,000.00	5,000.00 Transfer from 080-0800-5323
080-0800-5210	Service & Repair - Vehicle	85,000.00	92,500.00	7,500.00 Transfer from 080-0800-5240
080-0800-5240	Equipment Rental	8,000.00	500.00	-7,500.00 Transfer to 080-0800-5210
080-0800-5323	Material and Maint.	55,000.00	50,000.00	-5,000.00 Transfer to 080-0800-5210
080-0800-5545	Street Paving Expense	150,000.00	127,000.00	-23,000.00 Transfer to 080-0800-5910
080-0800-5604	Computer Hardware	4,000.00	2,500.00	-1,500.00 Transfer to 080-0800-5608
080-0800-5608	Computer Software	2,500.00	4,000.00	1,500.00 Transfer from 080-0800-5604
080-0800-5910	Project - Overlay 2013	350,000.00	373,000.00	23,000.00 Transfer from 080-0800-5545
Street Total		869,500.00	869,500.00	0.00
FUND 140 - Park Bond 2006 DS				
DEPT 0400 - Parks General				
REVENUE				
140-0400-4850	Interest Revenue	0.00	-50.00	-50.00
FUND 141 - Park Bond 2006 DSR				
DEPT 0400 - Parks General				
REVENUE				
141-0400-4850	Interest Revenue	0.00	-2,800.00	-2,800.00
141-0400-4855	Gain on Investment	0.00	-3,500.00	-3,500.00
EXPENSE				
141-0400-5855	Loss on Investment	0.00	4,300.00	4,300.00
FUND 142 - Park Bond 2006				
DEPT 0400 - Parks General				
REVENUE				
142-0400-4850	Interest Revenue	0.00	-1.00	-1.00

FUND 143 - Park Bond 2007 DS				
DEPT 0400 - Parks General				
REVENUE				
143-0400-4850	Interest Revenue	0.00	-50.00	-50.00
FUND 144 - Park Bond 2007 DSR				
DEPT 0400 - Parks General				
REVENUE				
144-0400-4850	Interest Revenue	0.00	-3,600.00	-3,600.00
144-0400-4855	Gain on Investment	0.00	-4,000.00	-4,000.00
EXPENSE				
144-0400-5855	Loss on Investment	0.00	5,500.00	5,500.00
FUND 145 - Park Bond 2010 DS				
DEPT 0400 - Parks General				
REVENUE				
145-0400-4850	Interest Revenue	0.00	-50.00	-50.00
FUND 146 - Park Bond 2010 DSR				
DEPT 0400 - Parks General				
REVENUE				
146-0400-4850	Interest Revenue	0.00	-2,000.00	-2,000.00
146-0400-4855	Gain on Investment	0.00	-500.00	-500.00
EXPENSE				
146-0400-5855	Loss on Investment	0.00	1,000.00	1,000.00
FUND 180 - Street Bond 2008				
DEPT 0800 -				
REVENUE				
180-0800-4850	Interest Revenue	0.00	-20.00	-20.00
FUND 181 - Street Bond 2008				
DEPT 0800 -				
REVENUE				
181-0800-4850	Interest Revenue	0.00	-1,900.00	-1,900.00
181-0800-4855	Gain on Investment	0.00	-900.00	-900.00
EXPENSE				
181-0800-5855	Loss on Investment	0.00	-1,400.00	-1,400.00
FUND 182 - Street Bond 2008 DS				
DEPT 0800 -				
REVENUE				
182-0800-4850	Interest Revenue	0.00	-50.00	-50.00
FUND 510 - Water Operating				
DEPT 0900 -				
EXPENSE				
510-0900-5060	Travel & Training Expense	6,295.00	13,795.00	7,500.00 Transfer from 510-0900-5819
510-0900-5110	Utilities - Electric	46,000.00	60,000.00	14,000.00 Transfer from 510-0900-5828
510-0900-5819	AMI Meter Reading Expense	15,000.00	7,500.00	-7,500.00 Transfer to 510-0900-5060
510-0900-5828	Project - Snooks Ln Extension	325,427.00	311,427.00	-14,000.00 Transfer to 510-0900-5110
	Water Operating Totals	<u>392,722.00</u>	<u>392,722.00</u>	<u>0.00</u>
FUND 525 - Depreciation - WW				
DEPT 0950 -				
REVENUE				
525-0950-4850	Interest Revenue	0.00	-250.00	-250.00
FUND 550 - Impact - Water				
DEPT 0900 -				

REVENUE				
550-0900-4850	Interest Revenue	0.00	-15.00	-15.00
FUND 555 - Impact - WW				
DEPT 0950 -				
REVENUE				
555-0950-4850	Interest Revenue	0.00	-20.00	-20.00
FUND 560 - Salem Royalty				
DEPT 0900 -				
REVENUE				
560-0900-4850	Interest Revenue	0.00	-20.00	-20.00
FUND 600 - W/WW Bond 2008A				
DEPT 0900 -				
REVENUE				
600-0900-4850	Interest Revenue	0.00	-100.00	-100.00
FUND 601 - W/WW Bond 2008A				
DEPT 0900 -				
REVENUE				
601-0900-4850	Interest Revenue	0.00	-1,600.00	-1,600.00
601-0900-4855	Gain on Investment	0.00	-2,000.00	-2,000.00
EXPENSE				
601-0900-5855	Loss on Investment	0.00	2,500.00	2,500.00
FUND 605 - W/WW Bond 2008B				
DEPT 0900 -				
REVENUE				
605-0900-4850	Interest Revenue	0.00	-2,000.00	-2,000.00
605-0900-4855	Gain on Investment	0.00	-2,500.00	-2,500.00
EXPENSE				
605-0900-5855	Loss on Investment	0.00	3,200.00	3,200.00
			<u>Total of Various Gains, losses, etc.</u>	
			<u>-30,133.00</u>	

CITY OF BRYANT, ARKANSAS
Statement of Qualifications and Performance
Data for Professional Auditing Services
July 28, 2015

Submitted by: Jordan, Woosley, Crone & Keaton, Ltd.

Contact Person: Gary D. Welch, CPA, CVA
Post Office Box 909
Hot Springs, Arkansas 71902-0909

Telephone: 501-624-5788

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Date of Proposal: July 28, 2015

Corporate Office: President

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GARY D. WELCH, CPA, PRINCIPAL
JIMMY M. PATE, CPA, PRINCIPAL
DENNIS C. FASON, CPA, PRINCIPAL
JOE L. WOOSLEY, CPA



Jordan · Woosley · Crone · Keaton · Ltd.

CERTIFIED PUBLIC ACCOUNTANTS

HARRY C. KEATON, CPA
(1920-2006)
CLARENCE W. JORDAN, CPA
(1930-2009)
GLEN W. CRONE, JR., CPA
(RETIRED)

July 28, 2015

Board of Directors
City of Bryant, Arkansas

Our firm is pleased to present this package for our proposal to provide professional auditing services to the City of Bryant, Arkansas (City). Our firm possesses a high degree of experience in the specialized reporting and compliance areas of government accounting and auditing. We can use this experience and provide highly qualified personnel and insight to the engagement.

As you will learn from the details of this proposal, the firm of Jordan, Woosley, Crone & Keaton, Ltd. has an experienced understanding of the City's audit and financial-reporting needs on an annual basis. A summary of other considerations that we think are beneficial to the City and worthy of noting is as follows:

Community Commitment - Our firm originated in Hot Springs in 1962, 53 years ago; we have progressed and grown to be the largest, certified public accounting firm in the City and immediate surrounding areas. We are committed as a strong community and local business supporter. As a local firm, we are always available, without delay, to provide assistance to the City and its staff.

Professional Commitment - Since 1989, the United States General Accounting Office has issued specific requirements relating to certified public accounting firms and their professional staff for qualifications to do government auditing. From that date, our firm has qualified on a national-review level and has maintained the qualifying continuing education requirements for nine individual staff members (see appendixes).

Staffing and Experience with the City - Other firms around the State will have the staff capacity to complete an engagement of this size. One of the most important considerations and the overall benefit that our firm will bring to this engagement will be the staffing of this audit with highly experienced personnel, all of whom have direct experience with the City over multiple years. We do not staff engagements of this magnitude with new or inexperienced personnel. We have a firm commitment and will complete this engagement in the prescribed period.

Thank you for your consideration of our firm in this proposal. We look forward to continuing our relationship with the City for 2015 and in future years.

Yours very truly,

JORDAN, WOOSLEY, CRONE & KEATON, Ltd.

A handwritten signature in black ink, appearing to read 'Gary D. Welch', is written over a horizontal line.

Gary D. Welch, President

126 Hobson Avenue, P. O. Box 909
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MEMBERS
AMERICAN INSTITUTE
OF CERTIFIED
PUBLIC ACCOUNTANTS

Hot Springs Village Office
710 DeSoto Boulevard
Hot Springs Village, Arkansas 71909
(501) 922-1354

FIRM QUALIFICATIONS, EXPERIENCE AND COMPETENCE

National Qualifications

Jordan, Woosley, Crone & Keaton, Ltd. is a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants (AICPA) and has successfully completed "peer reviews" conducted by a qualified CPA firm that reports directly to the AICPA. This voluntary membership and peer review require that a firm follow the strictest quality control standards established by the AICPA in its accounting and auditing practice. In the latest peer review conducted on our firm, Jordan, Woosley, Crone & Keaton, Ltd. received the highest level of qualification for our performance under these rigid standards. (See Appendix *A.) The peer review ratings are expressed at three specific levels: pass, pass with deficiency(ies), or fail; our firm received the peer review rating of "pass". This peer review process included a review of specific government engagements, which is required by peer review procedures.

*Under the latest provisions of the Government Auditing Standards (Yellow Book, 2011 Revision) issued by the United States General Accounting Office, it is required that the audit firm provide the government with the latest report on this external quality control review.

Professional Affiliations

The Firm is a member in good standing of both the AICPA and the Arkansas Society of Certified Public Accountants. We employ approximately 17 full-time employees and two part-time employees; 10 are individually certified public accountants and are also members of the above-named societies. In addition, the certified public accountants of the Firm are very active in the DeGray Chapter of CPAs and many civic and business-oriented organizations. Many of the Firm's certified public accountants have been and continue to serve as officers and directors of the various State and local professional associations.

Governmental Auditing Staff

The Firm's personnel, who are primarily qualified to participate in governmental audits, consist of nine professional staff members who are CPAs. All of these individuals are full-time employees who work out of the main, Hot Springs office and are available for this audit engagement. The personal qualifications of each of these individuals are presented in more detail at Appendix B.

Specific Personnel Assignment

The following personnel are expected to be assigned to this engagement:

<u>Name</u>	<u>Title</u>	<u>Years of Audit Experience</u>	<u>Areas of Expertise</u>
Gary D. Welch, CPA, CVA	Partner	40	Government and Nonprofit Audits
Phyllis A. Trent, CPA	Manager	37	Government and Nonprofit Audits
M. Thomas Moore, CPA	Staff Auditor	10	Government and Nonprofit Audits
Courtney W. Moore, CPA	Staff Auditor	2	Government and Nonprofit Audits

The above staff's education and experience data is also included in Appendix B. Appendix C contains detailed lists of our firm's audit experience, results of similar audits and references for this type/level of audit.

PERSONNEL QUALIFICATIONS AND TECHNICAL COMPETENCE

Personnel Qualifications

Jordan, Woosley, Crone & Keaton, Ltd. maintains a strict quality control program. As part of this program, all of the certified professionals are required to complete 40 hours of continuing professional education on an annual basis. The subject areas of this education encompass topics such as auditing, computer sciences, federal compliance auditing, governmental accounting, management, and taxation areas. Our firm also conducts regular, in-house training programs for all staff members.

In addition, the auditing standards applicable to governmental audits require that 12 hours of the 40-hour, basic requirement be acquired in training subjects directly related to the government environment and auditing. This requirement encompasses all levels and staff positions that participate in a government's audit.

Our firm has met and exceeded the above-described basic requirements and currently has nine individuals who have multiple-year experience with this level of audit engagement. Appendix B details these individuals, their experience and qualifications. A summary of these personnel and their designations is as follows:

<u>Individual</u>	<u>Licensed CPA in Arkansas</u>	<u>Position in Firm</u>	<u>Governmental Audit Experience (years)</u>
Gary D. Welch, CPA	Yes	Partner	40
Jimmy M. Pate, CPA	Yes	Partner	29
Dennis C. Fason, CPA	Yes	Partner	29
Christina B. Ellis, CPA	Yes	Manager	11
Laura L. Habighorst, CPA	Yes	Manager	26
Phyllis A. Trent, CPA	Yes	Manager	37
Kimberly D. Hulseley, CPA	Yes	Audit Staff	9
Courtney W. Moore, CPA	Yes	Audit Staff	2
Michael T. Moore, CPA	Yes	Audit Staff	10

It is not anticipated that the above, available staff will change during the term of this proposal; however, the quality of staff over the engagement term is ensured through our continuing education policy and our firm's policy of assigning the most experienced personnel to specialized audits. The City can be assured further that all audit procedures and final work are supervised on the job and on a continuous basis. Also, all audit work is subject to final review by the engagement partner.

Our firm is aware of the City's commitment to affirmative action and follows all policies relating to nondiscrimination in hiring, staffing and engagement assignments.

PERSONNEL QUALIFICATIONS AND TECHNICAL COMPETENCE
(continued)

Past Performance in Similar Engagements

Our firm's specific governmental experience is included in detail under "Firm Qualifications and Experience." The significant audit and federal/state grant engagements performed during the last, five years, which are similar to the City's requirement for governmental and federal/state grant audits, are summarized below:

<u>Entity</u>	<u>Scope of Work</u>	<u>Year End</u>	<u>Engagement Partner</u>	<u>Total Audit Hours</u>
City of Hot Springs	Single Audit (OMB Circular A-128)	12/31/14	Gary D. Welch, CPA	970
Community Counseling Services, Inc.	Single Audit (OMB Circular A-133)	06/30/14	Jimmy M. Pate, CPA	290
Counseling Clinic, Inc.	Single Audit (OMB Circular A-133)	06/30/14	Jimmy M. Pate, CPA	230
West Central Arkansas Career Development Center, Inc.	Single Audit (OMB Circular A-133)	06/30/14	Gary D. Welch, CPA	90
West Central Arkansas Planning and Development District, Inc.	Single Audit (OMB Circular A-133)	06/30/14	Gary D. Welch, CPA	240

PROPOSED METHOD OF AUDIT WORK

If awarded the contract to provide professional auditing services, we will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Bryant, Arkansas (City) as of and for the year ending December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis,
- 2) Budgetary comparison studies,
- 3) GASB-required supplementary pension information.

We will also report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards,
- 2) Schedule of expenditures of state awards,
- 3) Information for the comprehensive annual financial report (regulatory, modified-accrual or GAAP basis) including combining and individual non-major fund financial statements and other supplementary information.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and for which our auditors report will not provide an opinion or any assurance:

Information for the comprehensive annual financial report including the introductory section and the statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

PROPOSED METHOD OF AUDIT WORK

(continued)

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996 and the provisions of OMB Circular A-133 and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

PROPOSED METHOD OF AUDIT WORK
(continued)

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles, for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of the City and the respective changes in financial position and, where applicable, cash flows in conformity with United States generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and 3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; b) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; c) that the

PROPOSED METHOD OF AUDIT WORK
(continued)

methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with United States generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for the presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly stated in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the

PROPOSED METHOD OF AUDIT WORK
(continued)

appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant

PROPOSED METHOD OF AUDIT WORK

(continued)

agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Procedures—Time Budget

<u>Category</u>	<u>Hours</u>	<u>Performed by</u>
General Program		
Planning	16	Welch, Trent, T. Moore
Supervision and Review	20	Welch, Trent
General Auditing and Completion Procedures	20	All
Minutes, Contracts, Ordinances and Laws	6	T. Moore
Cash	8	T. Moore
Investments	8	T. Moore
Revenue, Receivables, and Receipts - Governmental Funds	15	T. Moore
Service Revenue and Receivables - Proprietary Funds	15	T. Moore
Expenditures/Expenses for Goods and Services and Accounts Payable and Other Liabilities	24	C. Moore
Payroll and Related Liabilities	15	C. Moore
Pension and Unfunded liability Analysis	20	Welch, T. Moore
Inventories	8	C. Moore, T. Moore
Capital Assets and Expenditures	12	T. Moore
Debt and Debt Service Expenditures	12	T. Moore
Equity and Financial Statement Reconciliations	8	Trent
Insurance and Self-Insurance	12	T. Moore
Grant and Similar Programs	10	Trent, T. Moore
Internal Control Testing	26	T. Moore, C. Moore
Single Audit	20	T. Moore
Financial Statement Review	10	Welch, Trent
Internal Compliance (File) Review	<u>18</u>	Welch, Pate
<u>Total Hours</u>	<u>303</u>	

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection

PROPOSED METHOD OF AUDIT WORK
(continued)

Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Jordan, Woosley, Crone & Keaton, Ltd. and constitutes confidential information. Pursuant to authority given by law or regulation, we will make certain audit documentation available to the City or its designee, a federal agency providing direct or indirect funding, the U. S. Government Accountability Office or auditors of entities of which the City is a subrecipient of grant funds for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jordan, Woosley, Crone & Keaton, Ltd. personnel. Furthermore, on request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the City. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

If we are awarded the contract, we expect to begin our audit on approximately December 1, 2015, and to issue our reports no later than June 15, 2016. This estimated completion date is dictated principally by the City's staff completion schedule of the financial statements. Gary D. Welch will be the engagement principal and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates as detailed in Appendix D "Schedule of Professional Fees and Expenses". Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice will be rendered on completion of the engagement and is payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. During this contract period, any additional services requested by the City will be performed for additional fees at an average standard rate of \$110.00 per hour.

Interim Work Opinion

As we reviewed your Sample Timeline, we concluded that significant interim work can be accomplished. Our professional opinion is that several internal control test areas can be completed on an interim basis and can be highly beneficial to the completion of the engagement.

CAPACITY AND AVAILABILITY FOR SERVICES

Independence and Indebtedness Statements

The professional ethics regulations for certified public accountants require the individual, certified public accountants and the firm to establish and maintain their independence in relation to audit and accounting clients. Jordan, Woosley, Crone & Keaton, Ltd. has fulfilled these criteria and is independent with respect to the City of Bryant, Arkansas. There are no conflicts of interest with our firm in regard to the City of Bryant. Jordan, Woosley, Crone & Keaton, Ltd. is not currently indebted to the City of Bryant, Saline County or the State of Arkansas.

License to Practice

It is the policy of our firm that every certified public accountant (CPA) employed by the firm is licensed to practice as a CPA in the State of Arkansas. All CPAs in our firm are currently licensed to practice by the Arkansas State Board of Accountancy.

Capacity and Capability

As detailed earlier, our firm can dedicate nine highly experienced CPAs to any particular engagement; in addition, we have several other staff members who can be assigned to engagements as needed. Our firm also has many contacts and working relationship with other firms in the Hot Springs area. If necessary, we have the capability of subcontracting segments of the engagement to disadvantaged business enterprises (specifically, women-owned businesses). Further, our audit schedule (see Proposed Method of Audit Work) will conform to the City's detailed timeline schedule.

Proximity and Familiarity

As a local firm in the Hot Springs area for the past 53 years, we are familiar with all aspects of the local community, government and businesses. As such, we think our firm has an advantage and a head start on getting the necessary information for completion of all types of audit or special services.

Our fee quotations are *all-inclusive*; we do not have to pass on any additional costs for daily travel, lodging, meals or incidentals that other firms might have to incur. On larger engagements, this could add a 10 to 15 percent factor to costs.



stafford & westervelt

Stafford & Westervelt, Chartered
Certified Public Accountants

Offices in
Chanute, Parsons and Pittsburg, Kansas
Bentonville and Rogers, Arkansas

SYSTEM REVIEW REPORT

January 30, 2014

To the Shareholders of
Jordan, Woosley, Crone & Keaton, Ltd.
and the Peer Review Committee of the Arkansas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Jordan, Woosley, Crone & Keaton, Ltd. (the firm) in effect for the year ended August 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Jordan, Woosley, Crone & Keaton, Ltd. in effect for the year ended August 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Jordan, Woosley, Crone & Keaton, Ltd. has received a peer review rating of *pass*.

Stafford & Westervelt, Chartered
STAFFORD & WESTERVELT, CHARTERED

GARY D. WELCH, CPA, CVA

- Position in Firm -** President, Principal and Audit Manager
- Experience in Career -** With the Firm since 1974, specializing in audits, reporting and quality control
- Education -** 1973 graduate, Bachelor of Science in Accounting - University of Arkansas at Little Rock
- Certified Public Accountant Status -** Holds certificate number 1599 since February of 1976
- Certified Valuation Analyst Status -** Certified by the National Association of Certified Valuation Analysts since December 1995
- Professional Affiliations/Memberships -** Member of American Institute of Certified Public Accountants; Arkansas Society of Certified Public Accountants and DeGray Chapter of Certified Public Accountants. Past President of DeGray Chapter of Certified Public Accountants and the Board of Directors of the Arkansas Society of Certified Public Accountants

JIMMY M. PATE, CPA, CBA, CVA

- Position in Firm -** Principal and Senior Auditor
- Experience in Career -** With the Firm since September of 1977, specializing in audits, banking industry and computer applications, including experience in software and hardware selections for clients, assistance in computer installation and training of client personnel.
- Education -** 1973 graduate, Bachelor of Science in Business Administration from Henderson State University, Arkadelphia; additional hours in computer science at New Mexico Junior College.
- Certified Public Accountant Status -** Holds certificate number 2210 since January 1980.
- Certified Bank Auditor Status -** Certified by the Bank Administration Institute since August 1978.
- Certified Valuation Analyst Status -** Certified by the National Association of Certified Valuation Analysts since December 1995.
- Professional Affiliations/Memberships -** Member of American Institute of Certified Public Accountants; Arkansas Society of Certified Public Accountants and DeGray Chapter of Certified Public Accountants.

DENNIS C. FASON, CPA

- Position in Firm -** Secretary, Principal, Senior Auditor and Tax Manager
- Experience in Career -** With the Firm since June of 1978, specializing in auditing and taxation.
- Education -** 1976 graduate, Bachelor of Science in Accounting from University of Arkansas at Fayetteville; additional credits toward master's degree earned at University of Tulsa.
- Certified Public Accountant Status -** Holds certificate number 2304 since August 1980.
- Professional Affiliations/Memberships -** Member of American Institute of Certified Public Accountants; Arkansas Society of Certified Public Accountants and DeGray Chapter of Certified Public Accountants (Past President).

CHRISTINA B. ELLIS, CPA

Position in Firm -

Manager and Senior Audit

Experience in Career -

With the Firm since September 2004; five years prior experience in public accounting.

Education -

2001 graduate, Bachelor of Business Administration Accounting, and 2004 graduate, Masters of Business Administration, from Henderson State University, Arkadelphia, Arkansas.

Certified Public Accountant Status -

Holds certificate number 8471 since June 2008.

Professional Affiliations/Memberships -

Member of American Institute of Certified Public Accountants, Arkansas Society of Certified Public Accountants (Secretary) and DeGray Chapter of Certified Public Accountants (Vice President).

LAURA L. HABIGHORST, CPA, CRCM

Position in Firm - Manager and Senior Auditor

Experience in Career - Joined the Firm in August 1999; four years prior experience in public accounting.

Education - 1999 graduate, Bachelor of Business Administration in Accounting from Henderson State University, Arkadelphia, Arkansas.

Certified Public Accountant Status - Holds certificate number 7898 since October 2003.

Certified Regulatory Compliance Manager - Certified November 2010.

Professional Affiliations/Memberships - Member of American Institute of Certified Public Accountants; Arkansas Society of Certified Public Accountants; DeGray Chapter of Certified Public Accountants and Treasurer

PHYLLIS A. TRENT, CPA

Position in Firm - Manager and Senior Auditor

Experience in Career - Joined the Firm in June of 1995; 19 years prior experience in public accounting including positions in Hot Springs, Arkansas, and Bakersfield, California.

Education - 1982 graduate, Bachelor of Science in Accounting from Cal-State University at Bakersfield, California.

Certified Public Accounting Status - Holds certificate number 4448R since April 1988.

Professional Affiliations/Memberships - Member of the American Institute of Certified Public Accountants; Arkansas Society of Certified Public Accountants; DeGray Chapter of Certified Public Accountants. Past-president of DeGray Chapter of Certified Public Accountants.

KIMBERLY D. HULSEY, CPA, CRCM

- Position in Firm -** Audit and Tax Staff
- Experience in Career -** With the Firm since January 2006.
- Education -** 2006 graduate, Bachelor of Business Administration Accounting, and 2007 graduate, Masters of Business Administration, from Henderson State University, Arkadelphia, Arkansas.
- Certified Public Accountant Status -** Holds certificate number 8942 since April 2012.
- Professional Affiliations/Memberships -** Member of American Institute of Certified Public Accountants, Arkansas Society of Certified Public Accountants and DeGray Chapter of Certified Public Accountants.

COURTNEY W. MOORE, CPA

Position in Firm -

Audit and Tax Staff

Experience in Career -

With the Firm since 2015, specializing in audits, reporting and quality control. Prior to that worked in public and private accounting since 2003.

Education -

2003 graduate, Bachelor of Business Administration with an emphasis on accounting – Henderson State University

Certified Public Accountant Status -

Holds certificate number 8622 since November of 2009

Professional Affiliations/Memberships -

Member of American Institute of Certified Public Accountants; Arkansas Society of Certified Public Accountants and DeGray Chapter of Certified Public Accountants. Past President of DeGray Chapter of Certified Public Accountants

MICHAEL T. "TOM" MOORE, CPA

Position in Firm -

Audit and Tax Staff

Experience in Career -

Joined the Firm in February 2008; three years prior experience in public accounting specializing in government and nonprofit audits.

Education -

2003 graduate, Bachelor of Business Administration in Accounting from California State University, Sacramento.

Certified Public Accountant Status -

Holds Colorado certificate number 25200 since January 2007 and Arkansas certificate number 8491R since August 20, 2008.

Professional Affiliations/Memberships -

Member of American Institute of Certified Public Accountants, Arkansas Society of Certified Public Accountants and DeGray Chapter of Certified Public Accountants.

GENERAL AUDIT EXPERIENCE

The certified public accounting firm of Jordan, Woosley, Crone & Keaton, Ltd. was founded in 1962. It is now the largest accounting firm in the greater Hot Springs area and one of the largest, privately held accounting firms in Arkansas.

During the Firm's 53 years of existence, it has provided auditing and accounting services to a variety of private businesses, governmental and other entities. The following are some representative examples of our client experience:

- Private enterprises and corporations
- Area agency on aging
- Banking institutions
- Boy Scouts Area Council
- Boys and Girls Club
- Chamber of commerce
- Child enforcement unit
- Children's center
- Churches
- Community college
- Community counseling
- Construction, electrical and other contractors
- Hospitals, doctors and medically related enterprises
- Hotels, bathhouses and related industries
- Insurance agencies
- Lumber mills and processors
- Manufacturers and fabricators
- Municipal advertising and promotion commission
- Municipal airport
- Municipal waterworks and improvement districts
- Municipal wastewater and improvement districts
- Municipalities, local governments
- Nonprofit organizations and agencies
- Oil and fuel-related industries
- Property and home owners associations
- Regional mental health center
- Restaurants
- School organizations
- Soft-drink and water bottling companies
- Specialty paper manufacturer
- Title companies
- Travel agencies
- Trust company
- United Way organization
- Wholesalers and retailers
- YMCA

SPECIFIC FIRM EXPERIENCE AND REFERENCES

Listed below are representative clients that our firm has been engaged by that have programs and grants requiring governmental compliance auditing and special reporting under governmental agency requirements:

<u>Client and Special Reporting</u>	<u>Reference</u>
Area Agency on Aging of West Central Arkansas, Inc.	Diana Whitlow - 501- 321-2811
Buckstaff Bath House National Park Service reports - U. S. Department of Interior	Mike Branch, Manager - 501- 623-2308
City of Hot Springs, Arkansas: Municipal Airport, Municipal Water and Wastewater Departments Comprehensive annual financial report Intra-City Transit System - Department of Transportation, Urban Mass Transportation Administration Community Development Block and Discretionary Grants - Department of Housing and Urban Development Revolving Loan Fund - Environmental Protection Agency	Dorothea Yates, Finance Director – City of Hot Springs, Arkansas – 501-321-6820
City of Malvern, Arkansas: Economic Development Administration Title IX Revolving Loan Grant Fund	Mayor's office - 501-332-3634
Community Counseling Services, Inc. Block grants and per capita funding - Department of Health and Human Services	Susan Singleton, Chief Financial Officer 501- 624-7111
Counseling Clinic, Inc. Block grants and per capita funding - Department of Health and Human Services	Jim Gregory, Executive Directors – 501-315-4224
Garland County, Arkansas – federal awards	Mary Culpepper - 501-622-3600
Garland County Habitat for Humanity, Inc.	John Goodman - 501-623-5600
Highway 70 West Sewer Improvement District No. 46	Ray Owen, Jr. – 501-624-4244
Montgomery County, Arkansas – federal awards	Judge Alvin Black – 870-867-3114

SPECIFIC FIRM EXPERIENCE AND REFERENCES
(continued)

Royal Water Public Facilities Board of Garland County, Arkansas	Ray Owen, Jr. – 501-624-4244
Southwest Central Regional Solid Waste Management District	Dwayne Pratt, Administrator - 501-525-7577
United Way of Garland County, Inc. Internal Revenue Code Section 501c(3) charitable organization	Kathy Allen, Executive Director – 501-623-2505
West Central Arkansas Career Center Systems, Inc.	Laura Robertson - 501-525-1631
West Central Arkansas Planning and Development District, Inc.	Dwayne Pratt, Executive Director - 501-525-7577
White Oak Water and Sewer Improvement District No. 49 of Garland County, Arkansas	Ray Owen, Jr. – 501-624-4244

SPECIFIC FIRM EXPERIENCE AND REFERENCES
(continued)

The results of our representative, federal and State agency reviews during recent years are shown below:

<u>Organization</u>	<u>Audit Periods</u>	<u>Results of Desk Review</u>
AWAC, Inc. dba Courage House	June 30, 1996-2006	** Audit accepted
City of Hot Springs, Arkansas	December 31, 1988-2013	* Audit accepted
Community Counseling Services, Inc.	June 30, 1989-2014	** Audit accepted
Counseling Clinic, Inc. – Benton, Arkansas	June 30, 2009-2014	** Audit accepted
Garland County, Arkansas – federal awards programs	December 31, 2012	*** Audit accepted
Montgomery County, Arkansas – federal awards programs	December 31, 2010-2012	**** Audit accepted
Ouachita Children's Center, Inc.	June 30, 1993-2014	** Audit accepted

- * review by U. S. Department of Transportation
- ** review by Arkansas Department of Human Services
- *** review by U. S. Department of Energy
- **** review by U. S. Forest Service

Disciplinary Actions

There have been no disciplinary actions taken or pending against our firm during the past three years with federal or State regulatory bodies or professional organizations.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
(for the Audit of the Financial Statements)

	2014 Business Type			2014 SEFA		
	Hours	Rate	Amount	Hours	Rate	Amount
Partner	10	\$130	\$1,300	1	\$130	\$ 130
Manager	14	\$110	1,540	1	\$110	110
Audit staff	58	\$100	5,800	9	\$100	900
Other (compliance partner)	5	\$130	650	1	\$130	130
Subtotal	87		\$9,290	12		\$1,270
Out-of-pocket	-0-		-0-	-0-		-0-
Total	87		\$9,290	12		\$1,270

	2015 Government			2105 Business			2015 SEFA		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Partner	32	\$130	\$ 4,160						
Manager	24	\$110	2,640						
Audit staff	136	\$100	13,600						
Other (compliance partner)	12	\$130	1,560						
Subtotal	204		\$ 21,960						
Out-of-pocket	-0-		-0-						
Total	204		\$ 21,960						\$1,270

The following is a recap of our anticipated fees and expense structure for all years incorporated in this proposal:

Year Ended December 31,	Total Fee Proposal
2014 – Business & SEFA only	\$ 10,560
2015 – All Parts	\$ 32,520
2016 – All Parts	\$ 33,000
2017 – All Parts	\$ 33,500
2018 – All Parts	\$ 34,000
2019 – All Parts	\$ 34,510

GARY D. WELCH, CPA, PRINCIPAL
JIMMY M. PATE, CPA, PRINCIPAL
DENNIS C. FASON, CPA, PRINCIPAL
JOE L. WOOSLEY, CPA



Jordan · Woosley · Crone · Keaton · Ltd.

CERTIFIED PUBLIC ACCOUNTANTS

HARRY C. KEATON, CPA
(1920-2006)

CLARENCE W. JORDAN, CPA
(1930-2009)

GLEN W. CRONE, JR., CPA
(RETIRED)

**Addendum to Audit Bid
(Dated July 28, 2015)**

DATE: August 20, 2015
TO: Joy Black, CPA
City of Bryant Finance Director
FROM: Gary Welch, CPA, CVA
SUBJECT: Separate Bid Specifications for City of Bryant, Arkansas Audit Services

The below is a separate bid summary to supplement our previous audit proposal:

<u>Year Ending December 31,</u>	<u>Total</u>	<u>Governmental</u>	<u>Business</u>	<u>SEFA</u>
2014	\$ 10,560	n/a	\$ 9,290	\$ 1,270
2015	\$ 32,520	\$ 21,960	\$ 9,290	\$ 1,270
2016	\$ 33,000	\$ 22,280	\$ 9,430	\$ 1,290
2017	\$ 33,500	\$ 22,620	\$ 9,570	\$ 1,310
2018	\$ 34,000	\$ 22,960	\$ 9,710	\$ 1,330
2019	\$ 34,510	\$ 23,300	\$ 9,860	\$ 1,350

The above should assist you in the bid process for one or more components in the annual audit engagement.

Please call or email if you have questions.

RESOLUTION NO. 2015 _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JWCK FOR AUDITING SERVICES, DEFINED IN EXHIBIT A.

WHEREAS, the City of Bryant is required to have its financial records audited each fiscal year for both the governmental side and the utility side; and,

WHEREAS, the City of Bryant sought responses from appropriate public accounting firms for proposals to conduct the legislatively required audits of the City's financial records

WHEREAS the City of Bryant received two responses from interested firms who were then rated and ranked based on their qualifications, abilities, and proposed costs for their services; and,

WHEREAS, JWCK's is qualified, capable, has sufficient staffing and expertise to perform the required auditing of the City of Bryant's financial records and their cost was within a reasonable amount for such auditing type work and was within the City's budget limitations.

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

Section 1. It is considered to be in the best interest for the City to obtain the assistance of JWCK in connection with required annual auditing services.

Section 2. The Mayor is hereby authorized to execute any and all necessary documents and/or agreements between the City of Bryant and JWCK for auditing services in response to the request for proposals.

Section 3. This resolution (with attachment) shall be known as the AGREEMENT FOR AUDITING SERVICES, as defined in Exhibit A

PASSED AND APPROVED this _____ day of _____, 2015.

{signatures on following page}

APPROVED:

Jill Dabbs, Mayor

Approved as to Form:

Richard Chris Madison, Staff Attorney

ATTEST:

Sue Ashcraft, City Clerk

**Bryant Parks and Recreation Department
2016 Program and Use Agreement**

THIS AGREEMENT made and entered into on _____, 2015 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called “**THE CITY AND/OR THE DEPARTMENT**”), and Bryant Athletic Association at 400 S. W. 2nd, Bryant, Arkansas (hereinafter called “BAA”).

WITNESSETH

WHEREAS, THE CITY maintains property at Ashley Park, Alcoa 40 Park, and Bishop Park in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Baseball and Youth Football Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant; and

WHEREAS, BAA provides program administration and operations of the Youth Baseball and Youth Football Program in Bryant;

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Ashley Park and Bishop Park A, B, and C Complexes between January 1, 2016 - December 31, 2016 and Alcoa 40 Park (MULTIPURPOSE FIELD) BETWEEN August 1, 2016 - December 31, 2016 as outlined here to BAA for the operation of Youth Baseball and Youth Football. Ashley Park, Alcoa 40 Park, and Bishop Park may be used by the BAA for events, practices, and games on the dates and times listed on the schedules provided by the BAA to THE DEPARTMENT no later than March 1, 2016.

The general conditions of this program agreement will be:

1. BAA will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program (including chalk, paint, field dry, bases, pitcher mounds, and etc). Parks staff will purchase these expendable materials for BAA, keep inventory of the materials purchased, and invoice BAA on a quarterly basis for reimbursement.
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facilities. BAA shall indemnify and hold the City of Bryant, its departments, and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BAA, its agents, employees, or program participants.
6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BAA with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. Any and all rental fees charged for use of the named facility, area, or property must be approved by THE DEPARTMENT and paid to THE DEPARTMENT.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BAA, without first receiving written approval from THE CITY, DRC (Development Review Committee) and Parks Committee. The BAA must submit a detailed request in writing to the City's Parks Department.
8. BAA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BAA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BAA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BAA and the Parks Director.
9. BAA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BAA must immediately notify the City's Parks Department via the Parks Request webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BAA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 pm. BAA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday – Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. BAA agrees to provide one financial statement of the program(s) that this program agreement is written for in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. BAA's fiscal year is October 1st – September 30th.
12. BAA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BAA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BAA.

13. BAA agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BAA must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
14. Additional conditions to be agreed upon not previously listed:
 - A. BAA will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BAA, and will then be removed on a regular basis by a contracted trash service. All trash generated inside the concession stand will be put in a receptacle by the BAA. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BAA will be charged \$15 for each hour worked per employee used by THE DEPARTMENT.
 - B. BAA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement by March 1, 2015. BAA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.
 - C. BAA is responsible for payment of all utilities during the use of their agreement.
 - D. BAA is responsible for paying field rental fees for tournaments held at Bishop Park. The fee per weekend is \$500 minimum/six (6) fields and an additional \$100 for each additional field. This is to be paid to THE DEPARTMENT no later than 30 days after the tournament.
 - E. The BAA will pay for weather damage to water lines, pumps, etc. if the BAA requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
 - F. BAA must contact the Parks Superintendent prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BAA will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - G. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
 - H. BAA will submit contact person(s) for after business hours emergencies.
 - I. At the request of THE DEPARTMENT, and with at least 120 days' notice, BAA will remove all their equipment at the completion of this agreement period.
 - J. BAA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City.

15. THE DEPARTMENT agrees to the following specific conditions and assurances:
 - A. The park area will be maintained on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
 - B. THE DEPARTMENT will be responsible Monday - Saturday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.
 - D. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
 - E. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - F. THE DEPARTMENT at the written request of the BAA will provide a liaison to the BAA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BAA if they are unable to attend.

16. THE DEPARTMENT will have the ball fields available to it for use in hosting tournaments at least once prior to the season and once during August into the first of September. BAA is encouraged to partner with the DEPARTMENT in the hosting of any such tournament for the mutual benefit of THE DEPARTMENT and BAA, but BAA is not required to participate in such DEPARTMENT hosted tournament events. The Parties may agree to add additional DEPARTMENT sponsored events by the mutual agreement of the Parties.

17. BAA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BAA as part of their program, will give BAA first access to use of the facilities. However, if BAA team practice, game, or event is cancelled or otherwise does not occur, BAA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BAA is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BAA recognizes that the facilities are tax payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BAA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. Other specific agreements or assurance:
 - A. Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, dugouts, scoreboards, batting cages and drinking fountains and other items so affixed to the land that they become a fixture to the property.
 - B. Non-permanent improvements will be retained by BAA and include: appliances, field marking equipment which was purchased by BAA, concession equipment, portable buildings which were purchased by BAA.

For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The BAA will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and Recreation Department or the City to notify BAA of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City-owned facilities and/or properties.

The City or Bryant Athletic Association may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BAA; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor Jill Dabbs

User Organization,

_____, 2016 President

Reviewed by Bryant Parks and Recreation Committee

_____, 2016 Committee
Chairman

Bryant Parks and Recreation Department 2016 Program and Use Agreement

THIS AGREEMENT made and entered into on _____, 2015 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at **6401 Boone Road**, Bryant, Arkansas (hereinafter called “**THE CITY AND/OR THE DEPARTMENT**”), and Bryant Softball Association at 1110 Shobe Road, Bryant, Arkansas (hereinafter called “**BSA**”).

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park and Alcoa 40 in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Youth Girls Softball Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant; and

WHEREAS, BSA provides program administration and operations of the Youth Softball Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Alcoa 40 Park and FIELDS #1, 2, 3 and Bishop Park D Complex as outlined here to BSA for the operation of Youth Softball beginning on January 1, 2016 and ending on December 31, 2016. Upon completion, Alcoa 40 and Bishop Park may be used by BSA as it becomes available to BSA by notification from the City or Bryant Parks and Recreation Department.

Named property will be used by BSA for events, practices, and games on the dates and times listed on the schedules provided to THE DEPARTMENT. All base distances must be included on schedule.

The general conditions of this program agreement will be:

1. BSA will operate programs in accordance to with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program (including chalk, paint, field dry, bases, pitcher mounds, and etc.). Parks staff will purchase these expendable materials for BSA, keep inventory of the materials purchased, and invoice BSA on a quarterly basis for reimbursement.
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facility. BSA shall indemnify and hold the City of Bryant, its departments, and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSA, its agents, employees, or program participants.
6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BSA with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. Any and all rental fees charged for use of the named facility, area, or property must be approved by THE DEPARTMENT and paid to THE DEPARTMENT.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BSA, without first receiving written approval from THE CITY, DRC (Development Review Committee) and Parks Committee. The BSA must submit a detailed request in writing to the City's Parks Department.
8. BSA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSA. A long period of time is considered three business days following the damage, unless otherwise agreed to by BSA and the Parks Director.
9. BSA must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BSA must immediately notify the City's Parks Department via the Parks Request webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BSA must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games and practices cannot be scheduled to begin past 9:30 p.m. No scheduled league games will be allowed to start after 10:00 p.m. A new inning/period may not begin after 10:30 pm. BSA agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday – Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. BSA agrees to provide a financial statement of the program(s) that this program agreement is written for, in the first quarter of the following year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year. BSA's fiscal year is January 1st – December 31st.
12. BSA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before sign-ups begin by BSA. At this time keys and security codes to all buildings and fields are exchanged between THE DEPARTMENT and BSA.

13. BSA agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BSA must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
14. Additional conditions to be agreed upon not previously listed:
- A. BSA will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BSA, and will then be removed on a regular basis by a contracted trash service. All trash generated inside the concession stand will be put in a receptacle by the BSA. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BSA will be charged \$15 for each hour worked per employee used by THE DEPARTMENT.
 - B. BSA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement by March 1, 2016. BSA understands that their program participants are in no way covered by insurance by THE DEPARTMENT or the City.
 - C. BSA is responsible for payment of all utilities during the use of their agreement.
 - D. BSA is responsible for paying field rental fees for tournaments held at Bishop Park. The fee per weekend is \$500 minimum/six (6) fields and an additional \$100 for each additional field. This is to be paid to THE DEPARTMENT no later than 30 days after the tournament.
 - E. BSA will pay for weather damage to water lines, pumps, etc. if the BSA requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
 - F. BSA must contact the Parks Superintendent prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSA will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - G. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
 - H. BSA will submit contact person(s) for after hour's emergencies.
 - I. At the request of THE DEPARTMENT, and with at least 120 days' notice, BSA will remove all their equipment at the completion of this agreement period.
 - J. BSA will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.

15. THE DEPARTMENT agrees to the following specific conditions and assurances:
 - A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal).
 - B. THE DEPARTMENT will be responsible Monday - Saturday for their field preparation (including dragging and chalking), cleaning the restrooms, and maintaining other park areas.
 - C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
 - D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - E. THE DEPARTMENT at the written request of the BSA will provide a liaison to the BSA monthly meetings to assure the maintenance program is satisfactory. The liaison will contact the president of the BSA if they are unable to attend.
16. THE DEPARTMENT will have the ball fields available to it for use in hosting tournaments at least once prior to the season and once during August into the first of September. BSA is encouraged to partner with the DEPARTMENT in the hosting of any such tournament for the mutual benefit of THE DEPARTMENT and BSA, but BSA is not required to participate in such DEPARTMENT hosted tournament events. The Parties may agree to add additional DEPARTMENT sponsored events by the mutual agreement of the Parties.
17. BSA and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BSA as part of their program, will give BSA first access to use of the facilities. However, if BSA team practice, game, or event is cancelled or otherwise does not occur, BSA will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BSA is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BSA recognizes that the facilities are tax payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BSA's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. Other specific agreements or assurance:
 - A. Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, dugouts, scoreboards, batting cages and drinking fountains and other items so affixed to the land that they become a fixture to the property.
 - B. Non-permanent improvements will be retained by BSA and include: appliances, field marking equipment which was purchased by BSA, concession equipment, portable buildings which were purchased by BSA.

For Annual Programs - A program agreement must be signed annually in order to guarantee use of a facility or area. The BSA will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and

Recreation Department or the City to notify BSA of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City-owned facilities and/or properties.

The City or Bryant Softball Association may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSA; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor, Jill Dabbs

User Organization,

_____, 2016 President

Reviewed by Bryant Parks and Recreation Committee

_____, Committee Chairman

**Bryant Parks and Recreation Department
2016 Program and Use Agreement**

THIS AGREEMENT made and entered into on _____, 2015 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY AND/OR THE DEPARTMENT"), and Bryant Soccer Club at P.O. Box 442, Bryant, Arkansas (hereinafter called "BSC").

WITNESSETH

WHEREAS, THE CITY maintains property at Alcoa 40 and Midland in Bryant, Arkansas; and
WHEREAS, the use of said property for the purpose of the Youth Soccer Program has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.
WHEREAS, THE CITY provides and maintains certain recreational programs and parks in Bryant, and
WHEREAS, BSC provides program administration and operations of the Youth Soccer Program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Midland Soccer Complex and Alcoa 40 Park's multi-purpose as outlined here to BSC for the operation of Youth Soccer beginning on January 1, 2016 and ending on July 31, 2016 at Alcoa and ending on December 31, 2016 at Midland. Upon completion, both parks may be used by BSC as it becomes available to BSC by notification from the Bryant Parks and Recreation Department. Bishop Park E Complex will be available per the Parks Director's schedule.

Named property will be used by BSC for events, practices, and games on the dates and times listed on the schedules as submitted to THE DEPARTMENT by the BSC.

The general conditions of this program agreement will be:

1. BSC will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is agreed that the program for which this agreement is written must be made available to the general public *to* join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.
3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY Facility. BSC shall indemnify and hold the City of Bryant,

its departments and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSC, its agents, employees, or program participants.

6. The named facility, area, or property may be rented to any other group, business, individual, or entity by BSC with prior approval by THE DEPARTMENT. Once approval is given by THE DEPARTMENT, payment of rental fees must be made to THE DEPARTMENT. Any and all rental fees charged for use of the named facility, area, or property must be approved by THE DEPARTMENT and paid to THE DEPARTMENT.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BSC, without first receiving written approval from THE CITY. The BSC must submit a detailed request in writing to THE CITY.
8. BSC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BSC.
9. BSC must inspect facilities prior to each use. If damage is discovered to equipment or facilities that poses an immediate hazard or danger BSC must immediately notify THE DEPARTMENT via the Parks Request webpage. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT so that repairs can be made within a reasonable time not to exceed one (1) week from notification. BSC must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
10. League games cannot be scheduled to begin past 9:00 p.m. No league games regardless of scheduling will be allowed to start after 9:30p.m.; a new inning/period may not begin after 10:00p.m. BSC agrees to provide THE DEPARTMENT with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: tryouts, scheduled games, practices, tournaments, special events, work dates, etc. Dates and times must not conflict with Recreation and Parks work schedule. Normal operation hours for THE DEPARTMENT are: 8:00AM-5:00PM Monday- Saturday, unless other arrangements have been made with THE DEPARTMENT.
11. The use of the lights by BSC at the Alcoa Multipurpose Facility and any other field must be arranged by THE DEPARTMENT and is billable to the BSC. If use of any other field at Alcoa Multipurpose Facility is needed by BSC, approval must be received by THE DEPARTMENT.
12. BSC agrees to provide one financial statement of the program(s) that this program agreement is written for within 60 days of the end of their financial year. Also a copy of their 501(c)(3) non-profit status must be given to THE DEPARTMENT each year.
13. BSC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.

14. BSC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BSC must insure that each chemical is properly stored according to MSDS specifications. THE DEPARTMENT must be made aware of the intention to use any form of chemical prior to its use or storage in a facility.
15. Additional conditions to be agree upon not previously listed:
 - A. BSC will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by BSC, and will then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 72 hours of the program by THE DEPARTMENT, BSC will be charged \$15 for each individual man hour worked.
 - B. BSC will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season play. BSC understands that their program participants are in no way covered by insurance by THE CITY.
 - C. BSC are responsible for payment of all utilities during their use of the facilities under this agreement.
 - D. BSC will pay for weather damage to water lines, pumps, etc. if the BSC requests that the water be turned on before THE DEPARTMENT deems acceptable due to weather conditions.
 - E. BSC must contact the Bryant Parks and Recreation Department prior to any digging in the park area. The extensive underground wiring must be marked by the Parks and Recreation Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSC will be responsible to pay for the cost of any and all repairs to the damaged lines.
 - F. Alcoa Park is an Arkansas Parks and Tourism Department Grant Park and all APTD Guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.
 - G. BSC will submit contact person(s) for after business hours emergencies. List responsibility of person submitted.
 - H. At the request of the Department, BSC will remove all their equipment at the completion of this agreement period.
 - I. BSC will ensure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT or the City. Equipment includes tractors, mowers, and vehicles.
16. THE CITY agrees to the following specific conditions and assurances:
 - A. The park area will be maintained by the Parks Department on a regular schedule. All fields will undergo extensive turf maintenance programs (including aeration, fertilization, and weed removal) and striping will be performed on an as-needed basis.
 - B. THE DEPARTMENT will continue to complete Midland with added amenities, as funds are acquired.

- C. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
17. THE DEPARTMENT will have the fields available to it for use in hosting events by the mutual agreement of the Parties as necessary to accommodate THE DEPARTMENT's needs and with the least possible impact on the BSC's use of the facilities area, or property from time to time as needed.
18. BSC and THE DEPARTMENT recognize that use of the facilities during the dates and times provided by the BSC as part of their program, will give BSC first access to use of the facilities. However, if BSC team practice, game, or event is cancelled or otherwise does not occur, BSC will take reasonable steps to notify THE DEPARTMENT of the cancellation as soon as BSC is reasonably able to make the facilities available to other citizens of Bryant at THE DEPARTMENT's discretion. Furthermore, BSC recognizes that the facilities are TAX payer constructed facilities meant for the benefit and use of the Citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes BSC's use of the facilities while maximizing the potential field rental fees for THE DEPARTMENT and maximizing citizen access to the facilities. Other specific agreements or assurance:
- A. Permanent improvements to facilities and fields will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, dugouts, and drinking fountains and other items so affixed to the land that they become a fixture to the property.
 - B. Non-permanent improvements will be retained by BSC and include: appliances, field marking equipment, concession equipment, scoreboards, portable buildings which were purchased by BSC.

For Annual Programs-

A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds the City or the Parks and Recreation Department to notify BSC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use Parks and Recreation owned facilities and/or properties.

The City reserves the right to amend this agreement when it deems it necessary. The BSC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSC; and supersede any and/or all previous agreements, contracts, or leases.

--Signatures on next page--

For Annual Programs- A program agreement must be signed annually in order to guarantee use of a facility or area. The BSC will be given first option for renewal of the scheduling of the fields. The signing of such agreement in no way binds the Parks and Recreation Department or the City to notify BSC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area .for a specific time remains with the organization, group, or person wishing to use City-owned facilities and/or properties.

The City or Bryant Soccer Club may amend this agreement by the mutual assent of all parties. If this agreement is amended, it will be written, signed by all parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSC; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor, Jill Dabbs

User Organization,

_____, 2016 President

Reviewed by Bryant Parks and Recreation Committee

_____, Committee Chairman

ORDINANCE No. 2015 - _____

AN ORDINANCE AUTHORIZING A CONTRACT FOR SERVICES WITH THE BRYANT SENIOR ADULT CENTER COUNCIL; WAIVING COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has previously appropriated funds for recreational activities within the City; and

WHEREAS, the Bryant Senior Adult Center Council of Bryant is an Arkansas nonprofit corporation created for the purpose of providing recreational activities; and

WHEREAS, the Bryant Senior Adult Center Council of Bryant is in a unique position to assist in the provision such activities on behalf of the City of Bryant; and

WHEREAS, Ark. Code Ann. §§ 14-47-138 and 14-58-303 provide that the City may, by ordinance, waive the requirements of competitive bidding in exceptional situations where such procedure is found to be not feasible or practicable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bryant Arkansas:

Section 1. Authority To Execute Contract

The Council hereby approves a contract between the City of Bryant Arkansas and the Bryant Senior Adult Center Council of Bryant in the amount of \$20,000 to provide public recreational services, in addition to those enumerated in and provided in consideration for the contract for use of the Bishop Park facilities, for the seniors of Bryant during the 2016 calendar year. The Mayor is hereby authorized to enter into a “Contract for Services” with the Bryant Senior Adult Center Council of Bryant, wherein the Council agrees to provide certain recreational activities on behalf of the City of Bryant, Arkansas during 2016, in exchange for, *inter alia*, payment in the amount of \$20,000, payable in the manner specified in the Contract attached hereto as Exhibit A.

Section 2. Waiver of Competitive Bidding

Given the variety of services offered by the Bryant Senior Adult Center Council of Bryant, the City Council for the City of Bryant Arkansas hereby finds that circumstances exist which constitute an exceptional situation where competitive bidding is not feasible or practical and waives the requirements of formal competitive bidding.

Section 3. Severability

The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 4. General Repealer

All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Emergency Clause

The City Council wishes to avoid any interruption to the services provided by the Bryant Senior Adult Center Council of Bryant and hereby declares an emergency, placing this Ordinance in full force and effect immediately upon its passage and approval.

PASSED and APPROVED this
____ day of _____, 2015.

Attest:

Mayor Jill Dabbs

Sue Ashcraft, City Clerk

THIS AGREEMENT made and entered into on ____ day of _____, 2015, by and between the CITY OF BRYANT, doing business at 210 S.W. 3rd Bryant Arkansas, 72022 (hereinafter called “ THE CITY”), and Bryant Senior Adult Center Council, doing business at 6401Boone Road, Number 3, Bryant, Arkansas 72022 (hereinafter called “BSACC”).

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park Aquatic Center in Bryant, Arkansas (Hereinafter referred to as “Facilities”); and

WHEREAS, the use of said Facilities for the purpose of the BSACC in conjunction and partnership with the Central Arkansas Development Council (hereinafter “CADC”) has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE PARTIES agree that additional funding is necessary to support the Bryant Senior Adult Center’s operations at the Bishop Park Community Facilities.

WHEREAS, THE CITY has authorized the payment of twenty-thousand dollars (\$20,000.00) to be paid from CITY’s General Account to support and provide additional funding to BSACC to further their mission of supporting the activities at the Facilities.

WHEREAS, BSACC agrees to accept the funding authorized by the CITY in exchange for assurances that such funding will be utilized solely at the Facilities and to further the programs, mission, purposes, and activities at the Facilities and within the City of Bryant, Arkansas.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY will pay to BSACC twenty-thousand dollars (\$20,000.00) for fiscal year 2016 to further the programs, mission, purposes, and activities of BSACC at the Facilities and within the City of Bryant, Arkansas. The City will remit \$5,000 quarterly.

BSACC will provide written documentation on a monthly basis showing the expenditures reimbursed to CADC or paid directly by BSACC to further the activities, programs and mission of BSACC and CADC at the Bryant Facilities and within the City of Bryant, Arkansas.

City of Bryant Financial Support agreement 2016 with Bryant Senior Adult Center Council

BSACC will provide a final accounting of the expenditures, payments, reimbursements or otherwise paid by it from the funds provided by the CITY herein.

BSACC assures and agrees that all expenditures authorized by it from the monies provided by the CITY will be used solely for the activities, programs, expenses and mission at the Facilities in Bryant and within the City of Bryant.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BSACC.

CITY OF BRYANT,

_____,
Jill Dabbs, Mayor

Attest:

_____,
Sue Ashcraft, City Clerk

Recipient Organization,

_____,
Ray Lancaster President, Bryant Senior Adult Center Council

Dated this _____ day of _____, 2015

RESOLUTION NO. 2015 - ____

**A RESOLUTION AUTHORIZING THE
MAYOR TO EXECUTE A PROGRAM AGREEMENT WITH THE CENTRAL
ARKANSAS DEVELOPMENT COUNCIL, D.B.A. BRYANT SENIOR ADULT CENTER,
AND FOR OTHER PURPOSES**

WHEREAS, The City of Bryant owns property at Bishop Park on Boone Road in Bryant, Arkansas;

WHEREAS, the City of Bryant provides recreational facilities in Bryant for the City's senior adults;

WHEREAS, The Bryant Senior Adult Center provides program administration and operation of numerous senior adult programs in Bryant;

WHEREAS, providing recreational activities and services for the senior adults of the City of Bryant is an appropriate governmental function;

WHEREAS, the Bryant Senior Adult Center's access to the recreational facilities at Bishop Park on Boone Road to provide senior adult services and programs on behalf of the City of Bryant is an appropriate and beneficial use of that space and facilities to further the City's governmental interest and senior adult programs;

WHEREAS, the Bryant Senior Adult Center and the City's utilization and maximization of the space described in the attached Program Agreement (see Exhibit "A" attached hereto) benefits the City by maximizing senior adult access and senior adult activities with the least economic costs to the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRYANT, ARKANSAS THAT:

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Bryant, Arkansas to execute the attached Program Agreement for the Bryant Senior Adult Center, (see Exhibit "A") for the purposes stated in such agreement.

Section 2. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

Section 3. All resolutions and other matters in conflict with this resolution are hereby repealed to the extent of any inconsistency.

PASSED AND APPROVED this ____ day of _____, 2015.

APPROVED:

Jill Dabbs, Mayor

ATTEST:

Sue Ashcraft, City Clerk

**Bryant Parks and Recreation Department
2015 Program Agreement**

THIS AGREEMENT made and entered into on _____ day of _____, 2015 by and between the CITY OF BRYANT, doing business at 210 S.W. 3rd Street, Bryant, AR 72022 (hereinafter called "THE CITY"), and CENTRAL ARKANSAS DEVELOPMENT COUNCIL DOING BUSINESS AS Bryant Senior Adult Center, 321 Edison, Benton, Arkansas (hereinafter called "BSAC").

WITNESSETH

WHEREAS, THE CITY owns property at Bishop Park on Boone Road in Bryant, Arkansas;

WHEREAS, the use of a portion of said property for the purpose of senior adult activity programs and services has been considered the best use of this portion of said property to better serve the citizens of Bryant, Arkansas which portion of said property includes particularly, without limitation, approximately 4,000 square feet on the South end, First Floor of the Bishop Center Complex (hereinafter "BSAC Space");

WHEREAS, THE CITY provides RECREATIONAL facilities and programs in Bryant;

WHEREAS, BSAC provides program administration and operation of a senior adult activity programs and services (hereinafter "SERVICES") in Bryant;

WHEREAS, providing SERVICES for the senior adults of THE CITY is an appropriate governmental function;

WHEREAS, the BSAC access to the BSAC Space to provide SERVICES on behalf of the City of Bryant is an appropriate and beneficial use of that space and facilities to further the City's senior adult programs and activities;

WHEREAS, the BSAC Space provided for under this Program Agreement will be for a period of one year, covering fiscal 2016;

WHEREAS, it is anticipated that senior adult services will be needed within the City of Bryant beyond this fiscal year, and assuming that THE CITY has a need to provide senior adult services and assuming that the use of the BASC Space by the BSAC is in the best interest of THE CITY at the end of the term, it is anticipated that this Program Agreement be renewed by Resolution duly passed by the City Council for each subsequent fiscal year these services are needed and being met by the BSAC;

WHEREAS, Bryant City Council anticipates needing senior adult services within the City of Bryant and anticipates reviewing the provision of those services by the BSAC on an annual basis; and

WHEREAS, the BSAC and the City's utilization and maximization of the BSAC Space benefits the City by maximizing senior adult services and programs with the least economic costs to THE

CITY.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of the BSAC Space as outlined herein to the BSAC for the providing of SERVICES. The BSAC Space will be used by the BSAC for programs and services provided for the senior adults of THE CITY.

I. Areas allowed for BSAC use, Terms affecting such use and Relationship of the Parties:

1. BSAC shall be permitted to use, upon payment of an annual fee of \$1.00 which also covers the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BSAC provides to the City's senior adults. Such programs and services shall be operated in accordance with such guidelines as shall be deemed appropriate. THE CITY will provide maintenance of the BSAC Space in like manner and consistent with the support extended to other associations operating on City property, including normal wear and tear. The City agrees to allow BSAC use of the BSAC Space, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BSAC or its members. Regular maintenance for items that break due to normal wear will be replaced or repaired by the City, but if the damage is created or caused by abuse, neglect, or other human activity by the members or volunteers of the BSAC, the BSAC will be responsible for the costs of such repairs or replacement. Improvements made or installed by the BSAC are the BSAC responsibility to maintain, repair and/or replace.

2 This Agreement shall supersede and repeal all prior Program Agreements between THE CITY and BSAC.

3. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BSAC's employees, shall have no authority over BSAC's personnel decision, or the day-to-day conduct of the services and programs provided to the senior adults of Bryant.

4. It is agreed that THE CITY has no financial interest in the business of BSAC and shall not be liable for any debts or obligations incurred by BSAC, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BSAC, or profits earned or derived by the BSAC, nor shall BSAC at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

5. BSAC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that BSAC is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which by BSAC shall be wholly responsible therefore.

6. THE CITY shall have the right to use the BSAC Space at its discretion upon reasonable notification and coordination with BSAC to avoid space conflicts.

7. The BSAC Space shall be open to the public and access to the recreational services provided herein shall be restricted only in ways THE CITY might if it were providing

the services itself.

8. BSAC will operate programs in accordance to nondiscrimination and requirements of Title VI of the 1964 Civil Rights Act. BSAC will comply with all federal, state and local laws, including but not limited to the Arkansas Nonprofit Act of 1993.

9. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in and shall be restricted only in ways THE CITY might if it were providing the services itself. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

10. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

11. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

12. Without prior approval by THE CITY, it is agreed that the BSAC Space may not be assigned, sub-leased, rented, reserved or loaned to any other group, business, individual, or entity by BSAC:

- a. for any period longer than five (5) hours or
- b. for any more than a nominal fee (not to exceed \$100.00) to defray the expense of allowing use during such period.
- c. Any payments pursuant to (b) above shall be made payable to the BSAC.

13. No alterations, changes, or modifications to change the intended use may be made to facilities by BSAC, without first receiving written approval from THE CITY. The BSAC must submit a detailed request in writing to THE CITY.

14. BSAC must inspect facilities prior to each use. If damage is discovered to equipment of the facility that poses an immediate hazard or danger then BSAC must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BSAC must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.

15. BSAC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BSAC and then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, BSAC will be charged \$10 for each individual man hour worked.

16. BSAC is responsible for costs of repair and/or replacement of facilities or infrastructure due to weather damage to water lines, pumps, etc. if the BSAC requests that the water be turned on before THE CITY deems acceptable due to weather conditions.

17. At the request of CITY, BSAC will remove all their equipment that is not a fixture to the premises, at the termination of this agreement. The Parties may agree to extend the time for removal of non-fixture type items by separate written instrument.

18. Two keys will be given to the Director of the BSAC. Duplicate keys shall only be given to employees.

19. Permanent improvements to facilities will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, and drinking fountains.

20. Non-permanent improvements purchased by BSAC will be retained by BSAC and include: appliances, equipment, electronic devices, trade fixtures, and other removable items.

II. Reporting and Correspondence Requirements:

1. BSAC agrees to furnish the City with an annual report illustrating the activities of the BSAC on behalf of the City no later than September 30th, 2015. This report will illustrate and demonstrate how BSAC Space has been utilized in furtherance of the programs of BSAC. Further, BSAC agrees to furnish the City with its annual audited financial statement within 30 days of the annual financial statements completion.

2. Notices and reports required or permitted herein shall be in writing and shall be deemed delivered when actually received by the parties at the addresses described below:

i. Mayor, City of Bryant, 201 S.W. 3rd Street, Bryant, AR 72022

ii. Executive Director, Central Arkansas Development Council, Larry Cogburn, 321 Edison, Benton, Arkansas, 72018.

3. BSAC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BSAC must insure that each chemical is properly stored according to MSDS specifications. THE CITY must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.

4. BSAC must notify THE CITY prior to any digging in the park area. The extensive underground wiring must be marked by THE CITY and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSAC will be responsible to pay for the cost of any and all repairs to the damaged lines.

III. Insurance and Liability Requirements:

1. BSAC shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless THE CITY from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BSAC's provision of services hereunder.

2. BSAC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSAC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill BSAC.

3. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in the BSAC Space. BSAC shall indemnify and hold THE CITY, the City of Bryant, and all of its employees harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSAC, its agents, employees, or programs participants.

IV. Severability, Authorization, and Enforceability:

1. In the event any clause, phrase, provision, sentence or part of this Agreement or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Use Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

2. In the event of any ambiguity in any of the terms of this Agreement, it shall not be

construed for or against any party hereto on the basis that such party did or did not author the same.

3. In the event that BSAC violates any provision of this agreement, this agreement may be terminated with 30 days' notice; however the City reserves the right to provide 30 days for BSAC to correct the violation at the City's reasonable discretion. In the event that City funds or facilities are used fraudulently, fraudulently accounted for, fraudulently spent, or otherwise illegally disposed of, the City may terminate this agreement with 30 days' notice. The City reserves the right to provide BSAC 30 days to remedy the illegal or fraudulent use of City funds, but the City has no obligation to allow such remedy period. Any termination or opportunity to remedy under this paragraph shall occur after the City Council votes to terminate or allow remedy of the violation. Any Council action will be at a regular or special called meeting and only after appropriate notice of such Council meeting is provided for under Arkansas Code and City Resolutions governing the calling of meetings.

4. This Program Agreement will be in effect from its date of execution and is effective for THE CITY's fiscal 2016, and terminating on December 31, 2016. Assuming that THE CITY has a need to provide senior adults services and assuming that the use of the BSAC Space by the BSAC is in the best interest of THE CITY at the end of the term, it is anticipated that the Program Agreement will be renewed for an additional term by Resolution of the City Council to continue allowing the BSAC to provide senior adults services in THE CITY through utilization of the BSAC Space as defined herein. Nothing herein shall be construed as legally obligating THE CITY to renew the Program Agreement for an additional term.

5. A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds THE CITY to notify BSAC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of BSAC Space remains with BSAC.

6. Any changes in programs of uses by BSAC will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement.

7. THE CITY reserves the right to amend this agreement when it deems it necessary. BSAC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be in writing and signed by both parties, and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf and supersede any and/or all previous agreements, contracts, or leases.

{signatures on following page}

Dated this ____ day of _____, 2015.

City of Bryant, Arkansas: _____, Mayor Jill Dabbs

Attest: _____, City Clerk, Sue Ashcraft

Central Arkansas Development Council
User Organization, Second Party,

_____, Larry Cogburn /Executive Director

ORDINANCE No. 2015 - _____

AN ORDINANCE AUTHORIZING A CONTRACT FOR ADDITIONAL SERVICES WITH THE BOYS' AND GIRLS' CLUB OF BRYANT; WAIVING COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has previously appropriated funds for recreational activities within the City; and

WHEREAS, the Boys' and Girls' Club of Bryant is an Arkansas nonprofit corporation created for the purpose of providing recreational activities; and

WHEREAS, the Boys' and Girls' Club of Bryant is in a unique position to provide such activities on behalf of the City of Bryant; and

WHEREAS, Ark. Code Ann. §§ 14-47-138 and 14-58-303 provide that the City may, by ordinance, waive the requirements of competitive bidding in exceptional situations where such procedure is found to be not feasible or practicable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bryant Arkansas:

Section 1. Authority To Execute Contract

The Council hereby approves a contract between the City of Bryant Arkansas and the Boys' and Girls' Club of Bryant in the amount of \$35,000 to provide public recreational services, in addition to those enumerated in and provided in consideration for the contract for use of the Bishop Park facilities, for the youth of Bryant during the 2016 calendar year. The Mayor is hereby authorized to enter into a "Contract for Services" with the Boys' and Girls' Club of Bryant, wherein the Club agrees to provide certain recreational activities on behalf of the City of Bryant, Arkansas during 2016, in exchange for, *inter alia*, payment in the amount of \$35,000, payable in the manner specified in the Contract attached hereto as Exhibit A.

Section 2. Waiver of Competitive Bidding

Given the variety of services offered by the Boys and Girls Club, the City Council for the City of Bryant Arkansas hereby finds that circumstances exist which constitute an exceptional situation where competitive bidding is not feasible or practical and waives the requirements of formal competitive bidding.

Section 3. Severability

The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 4. General Repealer

All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Emergency Clause

The City Council wishes to avoid any interruption to the services provided by the Boys and Girls Club due to late payment by the City and hereby declares an emergency, placing this Ordinance in full force and effect immediately upon its passage and approval.

PASSED and APPROVED this
____ day of _____, 2015.

Attest:

Mayor Jill Dabbs

Sue Ashcraft, City Clerk

CONTRACT FOR SERVICES

This Contract is made and entered into by and between the City of Bryant, Arkansas, a municipal corporation (hereinafter, "City") and the Bryant Youth Association, D/B/A Boys and Girls Club of Bryant, an Arkansas nonprofit corporation (hereinafter "BGC"), by and through their respective duly authorized officers and for valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

WHEREAS, CITY has an interest in the well being and successful development of its youth;

WHEREAS, Bryant citizens passed a Bond and tax initiative for the construction of Bishop Park;

WHEREAS, CITY wishes to contract with BGC to provide financial support of its activities designed to benefit and enrich the lives of 1000+ young people each year;

WHEREAS, BGC provides regular and ongoing after school, summer and league sports, services and youth programs for the City's youth;

WHEREAS, the City benefits from such services in that they provide educational, developmental, recreational, and mentoring functions for the City's youth; and

WHEREAS, BGC intends to continue providing such services and youth programs for the benefit of the City's youth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City wishes to contract with the BGC to provide financial support of its activities designed to benefit and enrich the lives of over 1000 young people that it serves. The City shall make a pledge of \$35,000 in four quarterly installments, due the 1st of each quarter.

2. In exchange for this compensation, the BGC agrees to use these funds for the purpose of promoting civic pride, academic success, healthy lifestyles, and good character and citizenship among the CITY's youth who participate in the programs and services.
3. This Contract for financial support shall be in effect from January 1, 2016, through December 31, 2016, and is anticipated to renew assuming that the CITY continues to need youth programs and services and that the BGC continues providing those services and programs that meet the necessary needs of the CITY and its governmental functions for providing such services and programs. This Contract's funding is on an annual basis and future funding is at the sole discretion of the City Council of the City of Bryant based on the financial needs of the City and its financial obligations. However, this Contract shall be executed in advance of any fiscal year funding and shall be executed by November of the preceding fiscal year. Further, if during a term of this Contract, the City suffers a fiscal shortfall, the City reserves the right to delay, cancel or otherwise modify the quarterly payments provided for herein as necessary to meet the obligations of the City to provide necessary services.
4. Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest in the business of the BGC and shall not be liable for any debts or obligations incurred by the BGC, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BGC, or profits earned or derived by the BGC, nor shall BGC at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.
5. BGC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not

and will not assume any responsibility for the means by which or manner in which services by BGC shall be wholly responsible therefore.

6. BGC hereby agrees to comply strictly with all Federal, State and local laws while performing under the terms of this contract, including but not limited to the Arkansas Freedom of Information Act. Furthermore, BGC agrees, that in the performance of its duties, under this contract, that it will do so in compliance with all anti-discrimination laws, regulations, and executive orders applicable to it by virtue of the funding provided for herein.

7. BGC and CITY agree that either party may terminate this contract with a 90 day written notice for default by the other. A representative of the two parties shall be entitled to a hearing with the City Council to work out the best outcome if requested.

8. BGC agrees to furnish the City with an annual report illustrating the positive impact of the BGC on the youth of the City of Bryant, each fiscal year, but no later than October 31. Further, BGC agrees to furnish the City with its annual audited financial statement within 90 days of such audit being completed.

9. **Insurance Requirements:** BGC shall maintain general liability insurance and agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Contract or BGC's provision of services hereunder.

10. **Severability:** In the event that any provision of this Contract shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **Disputes arising under this Contract:** The parties agree that any disputes arising under this agreement shall be governed by the laws of the state of Arkansas. Jurisdiction of any disputes shall properly be in the Circuit Court of Saline County, Arkansas.

**IN WITNESS WHEREOF, THE PARTIES TO THESE PRESENTS HAVE EXECUTED
THIS AGREEMENT, THIS THE _____ DAY OF _____, 2015.**

CITY OF BRYANT, ARKANSAS

BOYS' AND GIRLS' CLUB OF BRYANT

Mayor Jill Dabbs

President of Board of Directors

Attest:

Sue Ashcraft, City Clerk

Suzanne Passmore, Executive Director

BRYANT PLANNING COMMISSION

WHEREAS, the Bryant Planning Commission has considered the rezoning of certain property in Bryant, Arkansas from a classification of R-2 (Single Family) to C-2 (Highway Commercial) for which a public hearing was held on October 12, 2015, authorized by Act 185 of the 1957 General Assembly, as amended.

NOW, THEREFORE, BE IT RESOLVED by the Bryant Planning Commission that said property is hereby adopted for a classification of C-2 located in Ward 1 and will be submitted to the Bryant City Council in said form.

PASSED this 12th day of October, 2015.



Tina Davis, Secretary/Planning Coordinator



Lance Penfield, Chairman

ORDINANCE NUMBER 2015 - _____

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF BRYANT TO REZONE CERTAIN PROPERTY FROM R-2 (Single Family) C-2 (Highway Commercial).

BE IT ORDAINED BY THE CITY COUNCIL OF BRYANT, ARKANSAS;

Section 1. That certain real property described more fully below is hereby rezoned from a classification of R-2 to C-2 located in Ward 2.

Section 2. The comprehensive zoning ordinance and map of the City of Bryant is hereby amended to reflect the change of zoning classification set out in Section 1.

Section 3. The property affected by this ordinance is described as:

A tract of land being situated in the Northwest Quarter of Section 14, Township 1 South, Range 14 West of the Fifth Principal Meridian, being located in Saline County, Arkansas, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 14, thence along the North line of said Section 14, South 87 Degrees 21 Minutes 26 Seconds East a distance of 1325.78 feet to a found 5/8" rebar; thence leaving said Section line South 02 Degrees 23 Minutes 26 Seconds West a distance of 1961.53 feet to a found PK nail for the Point of Beginning for this tract, said Point being on the Northerly right-of-way of Arkansas State Highway 5 (60' right-of-way); thence along said right-of-way on a curve to the left having a radius of 740.00 feet, an arc distance of 274.11 feet, the chord of which bears South 76 Degrees 52 Minutes 54 Seconds West a distance of 272.55 feet to a found 1/2" rebar; thence South 65 Degrees 30 Minutes 30 Seconds West a distance of 641.75 feet to a set 5/8" rebar with cap #1755; thence leaving right-of-way line North 02 Degrees 17 Minutes 21 Seconds West a distance of 147.74 feet to a set 5/8" rebar with cap #1755; thence North 67 Degrees 24 Minutes 22 Seconds East a distance of 31.04 feet to a set 5/8" rebar with cap #1755; thence North 59 Degrees 43 Minutes 43 Seconds a distance of 48.33 feet to a set 5/8" rebar with cap #1755; thence North 54 Degrees 44 Minutes 14 Seconds East a distance of 111.93 feet to a set 5/8" rebar with cap #1755; thence North 64 Degrees 24 Minutes 38 Seconds East a distance of 161.78 feet to a set 5/8" rebar with cap #1755; thence North 50 Degrees 17 Minutes 12 Seconds a distance of 40.70 feet to a set 5/8" rebar with cap #1755; thence North 33 Degrees 51 Minutes 57 Seconds East a distance of 40.96 feet to a set 5/8" rebar with cap #1755; thence North 20 Degrees 04 Minutes 59 Seconds East a distance of 44.94 feet to a set 5/8" rebar with cap #1755; thence North 01 Degree 27 Minutes 50 Seconds West a distance of 81.22 feet to a set 5/8" rebar with cap #1755; thence

North 55 Degrees 55 Minutes 42 Seconds East a distance of 170.11 feet to a set 5/8" rebar with cap #1755; thence South 51 Degrees 33 Minutes 53 Seconds a distance of 433.09 feet to the Point of Beginning. Said parcel containing 3.94 acres, more or less and except any easements and rights-of-way record.

Section 4. This ordinance shall be effective from and after _____, 2015.

Dated: _____, 2015

Approved: _____
Mayor Jill Dabbs

Attest: _____
Sue Ashcraft, City Clerk

**APPLICATION
FOR CHANGE IN
ZONING DISTRICT BOUNDARIES**

Applicant Name: Pinecrest Memorial Park

Spouse Name: N/A

Property Address: 7401 Highway 5 North, Alexander, AR 72002

Legal Description: Please see attached Pinecrest Cemetary Legal description.

Existing Zoning Classification: R-2

Requested Change: C-2

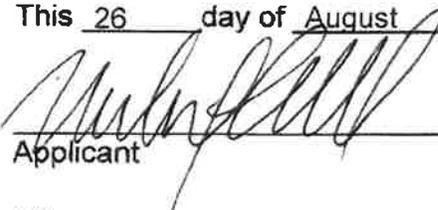
Plat of Property is Attached Yes

Vicinity Map of property is attached Yes

The undersigned designates the following process agent or attorney to represent
the applicant at all hearings:

Scott Stuff, PE

This 26 day of August, 2015



Applicant

N/A

Spouse of Applicant

Address

1929 Allen Parkway

Houston, TX 77019

713-525-9089

Phone

received
8-27-15



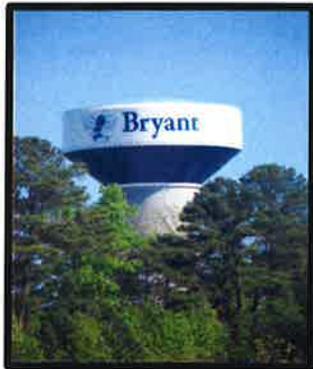
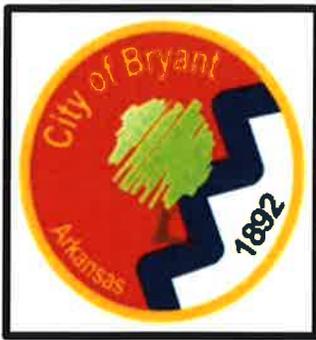
Crafton Tull
surveying

1000 LedgeLawn Drive, Conway, AR, 72034, 501.328.3316 t 501.328.3325 f

PINECREST CEMETARY LEGAL DESCRIPTION:

A TRACT OF LAND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING LOCATED IN SALINE COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE ALONG THE NORTH LINE OF SAID SECTION 14, S87°21'26"E A DISTANCE OF 1325.78 FEET TO A FOUND 5/8" REBAR; THENCE LEAVING SAID SECTION LINE S02°23'26"W A DISTANCE OF 1961.53 FEET TO A FOUND PK NAIL FOR THE POINT OF BEGINNING FOR THIS TRACT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY 5 (60' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT HAVING A RADIUS OF 740.00 FEET, AN ARC DISTANCE OF 274.11', THE CHORD OF WHICH BEARS S76°52'54"W A DISTANCE OF 272.55 FEET TO A FOUND 1/2" REBAR; THENCE S65°30'30"W A DISTANCE OF 641.75 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE LEAVING RIGHT-OF-WAY LINE N02°17'21"W A DISTANCE OF 147.74 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N67°24'22"E A DISTANCE OF 31.04 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N59°43'43"E A DISTANCE OF 48.33 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N54°44'14"E A DISTANCE OF 111.93 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N64°24'38"E A DISTANCE OF 161.78 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N50°17'12"E A DISTANCE OF 40.70 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N33°51'57"E A DISTANCE OF 40.96 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N20°04'59"E A DISTANCE OF 44.94 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N01°27'50"W A DISTANCE OF 81.22 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE N55°55'42"E A DISTANCE OF 170.11 FEET TO A SET 5/8" REBAR WITH CAP #1755; THENCE S51°33'53"E A DISTANCE OF 433.09 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 3.94 ACRES, MORE OR LESS. LESS AND EXCEPT ANY EASEMENTS AND RIGHTS OF WAY OF RECORD.



City of Bryant

Planning Commission

October 12, 2015

Request to Rezone a 3.9 acre tract from R-2 Residential to C-2 Commercial at 7401 Highway 5 North (Pinecrest Memorial Park).

Applicant/Owner: Pinecrest Memorial Park

Request: To rezone a 3.94 acre tract of land from R-2 Residential to C-2 Highway Commercial.

Location: 7401 Highway 5

Proposed Use: The cemetery grounds currently contain a small administrative building located near the intersection of Highway 5 and Hilldale Road. The applicant is proposing to remove this building and replace it with a 15,669 square foot funeral home. In addition, two new parking lots will be constructed immediately adjacent the proposed building with a total capacity of 105 spaces. The funeral home will not contain a crematory.

Current Zoning/History: The current zoning of the entire cemetery site property is R-2 Residential. Because of the proposed change in use (building site/parking lots) those areas are being rezoned to a commercial district. The remainder of the cemetery will remain zoned residential.

Adjacent Zoning/Land Use:

Direction	Existing Zoning	Existing land Use
North	R-2 Residential	Balance of cemetery
East	R-E Residential, C-1 Commercial	Church, dilapidated commercial building
South	C-1 Commercial	Undeveloped, large lot residential
West	R-2 Residential	Balance of cemetery

Site Access: The applicant's site plan proposes to permanently close the existing cemetery entry point at the intersection of Highway 5 and Hilldale Road. In its place a new access point is proposed further south along Highway 5.

Rezoning Notification Requirements: The applicant has notified (by certified mail) all property owners within 300' of the site of the scheduled public hearing. The applicant has also posted rezoning signs along the adjacent street frontages. A public hearing announcement was placed in the Saline County Courier (by city staff) per requirements.

Staff has received a number of phone calls from adjacent property owners. At this point, none of the inquiries were negative once the proposed use was explained.

Comprehensive Growth Plan: The Comprehensive Plan depicts this site as a cemetery. The rezoning of the building/parking does not change this depiction.

Site Plan: The applicant's site plan has been reviewed and approved by the DRC.

Pinecrest Memorial Park

August 26, 2015

David Green
City of Bryant Planning Commission
210 S.W. 3rd St.
Bryant, AR 72022

RE: Re-zoning Petition

Dear Mr. Green,

Pinecrest, LLC, request that the City of Bryant Rezone a portion of Pinecrest Memorial Park located at

*7401 Highway 5 North,
Alexander, AR 72002*

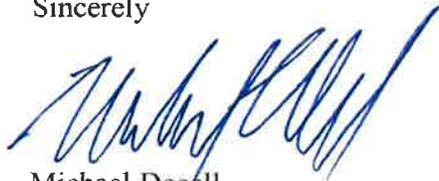
be rezoned from the current zone of **R-2** to the proposed zone of **C-2**. Pinecrest LLC, is in the planning and design stage for a new facility on the parcel requested for Zone C-2.

The property description for the parcel to be considered for rezoning is attached to this letter as well as a Zoning Application.

Should you have any questions regarding this matter, please contact our authorized representative Scott Stuff, PE at 501-223-2582.

Thank you for your consideration in this matter.

Sincerely



Michael Decell
Signing on behalf of John Cesmirosky





CITY OF BRYANT

210 SW Third Street
Bryant, Arkansas 72011

October 13, 2015

The Honorable Jill Dabbs, Mayor of Bryant

Bryant City Council Members

Lorne Gladden	Ward 1, Position 1	B.E. Higginbotham	Ward 3, Position 1
Wade Permenter	Ward 1, Position 2	Rob Roedel	Ward 3, Position 2
Mike Chandler	Ward 2, Position 1	Brenda Miller	Ward 4, Position 1
Jerry Henson	Ward 2, Position 2	Carlton Billingsley	Ward 4, Position 2

RE: Proposal to Place Temporary Traffic Circles at Selected Three and Four-way Stops

Dear Mayor Dabbs and Council Members

The City of Bryant Public Works Department is proposing to place temporary traffic circles at selected neighborhood intersections, one in each City Ward. While such devices are new to this area, they have long been used with great success in Europe, Australia and New England.

Traffic circles, much smaller than modern roundabouts, may replace stop signs at four-way intersections. Designed to direct turning and through traffic in a counter-clockwise direction around a small center island, they are typically used in residential neighborhoods to slow traffic speeds and reduce accidents.

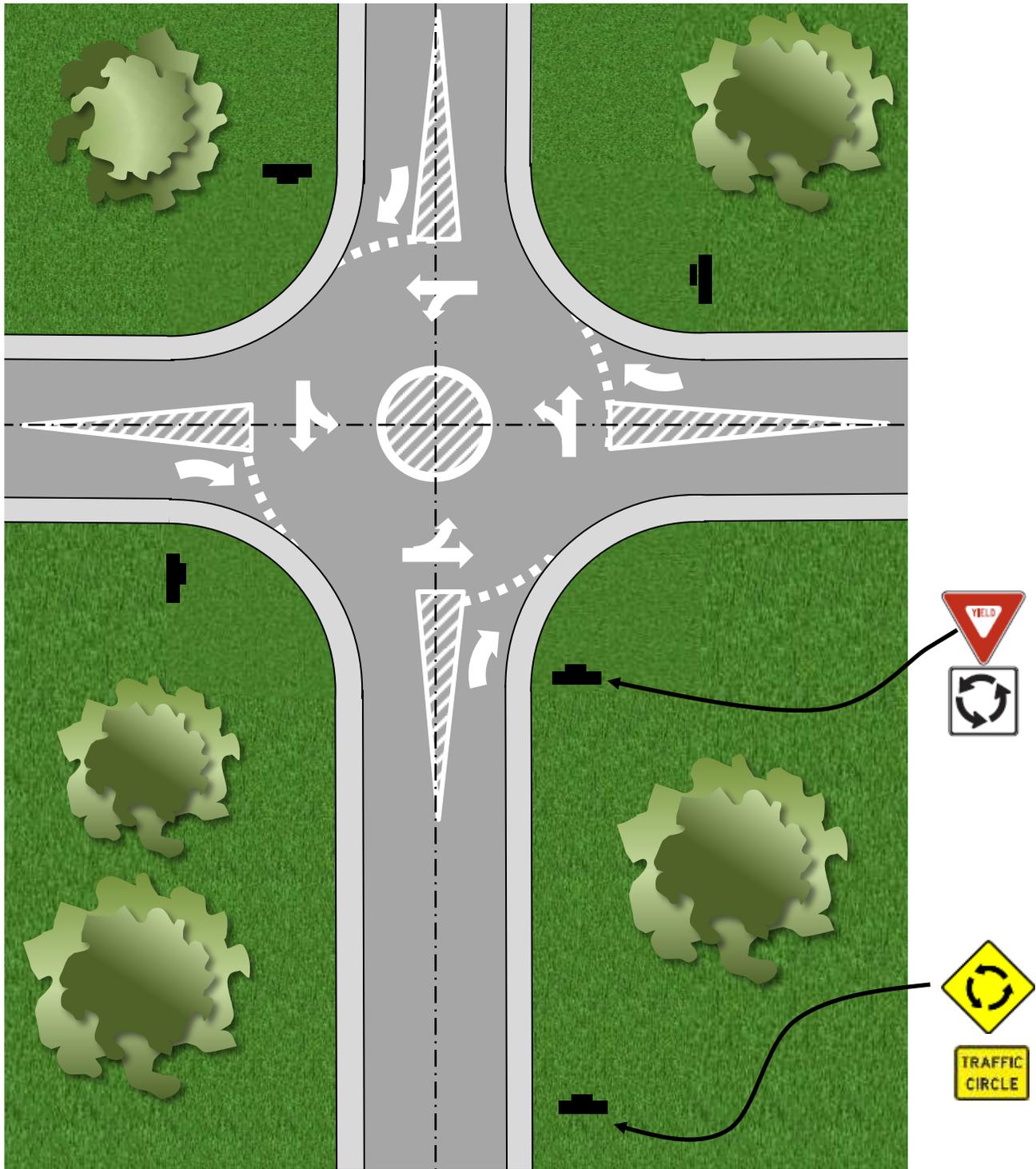
The purpose of this proposed experiment is to gain information about how these rotaries might work in Bryant neighborhoods. Each traffic circle will be scaled to be suitable for the selected intersection and created with temporary stripping. We propose to leave the circles in place for a period of one month at locations indicated on the attached aerial maps. After a reasonable period we invite and encourage input from Council Members and their constituents regarding their experience moving through the rotary intersections, positive or negative.

Comments can be sent to Monty Ledbetter at 210 SW Third Street, Bryant, AR 72022 or mledbetter@cityofbryant.com.

Sincerely

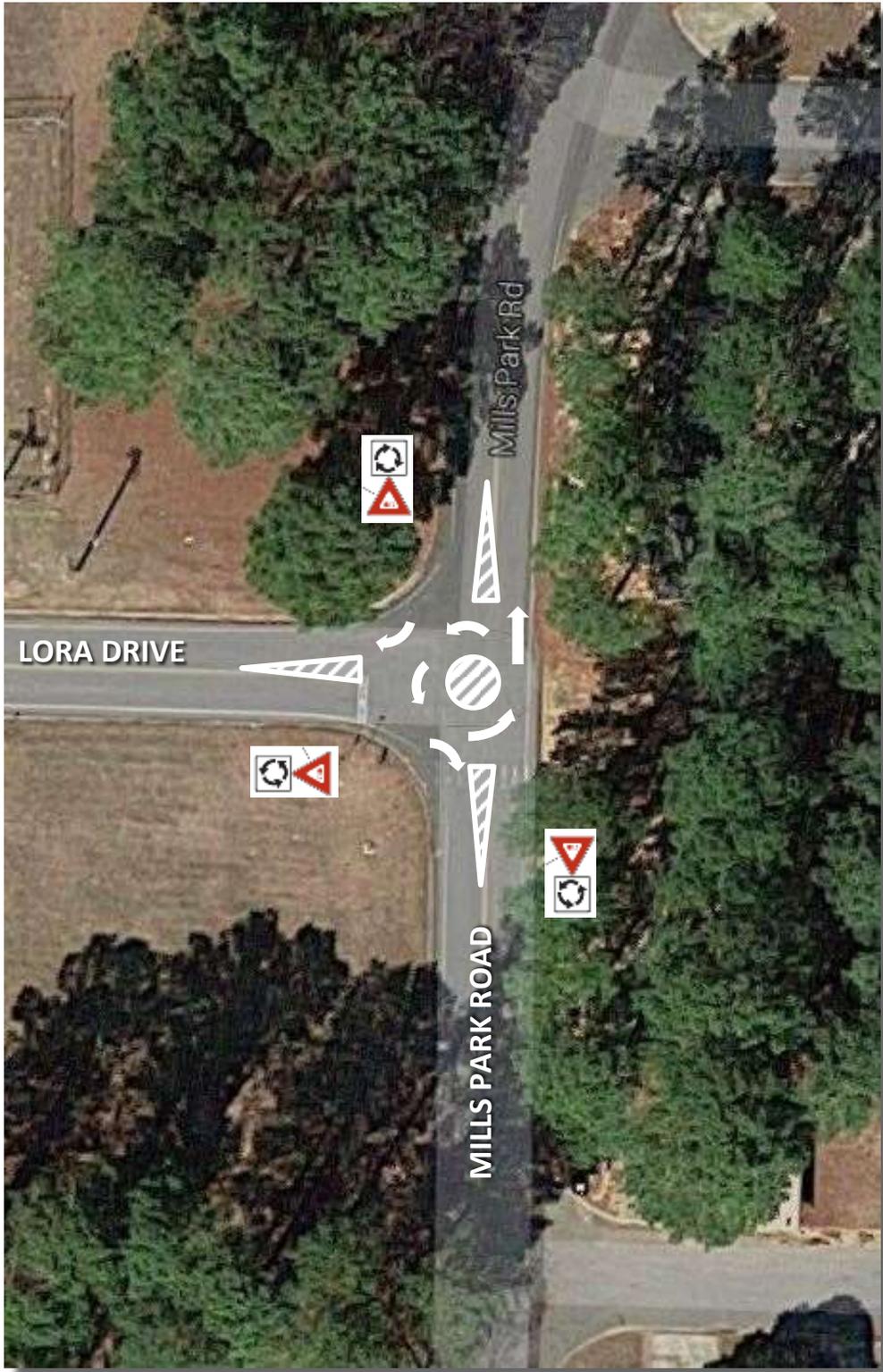
Monty Ledbetter
Public Works Director

Attachments: Diagram of Typical Neighborhood Traffic Circle
Aerial Maps Showing Proposed Neighborhood Intersections for Traffic Circles.



TRAFFIC CIRCLE

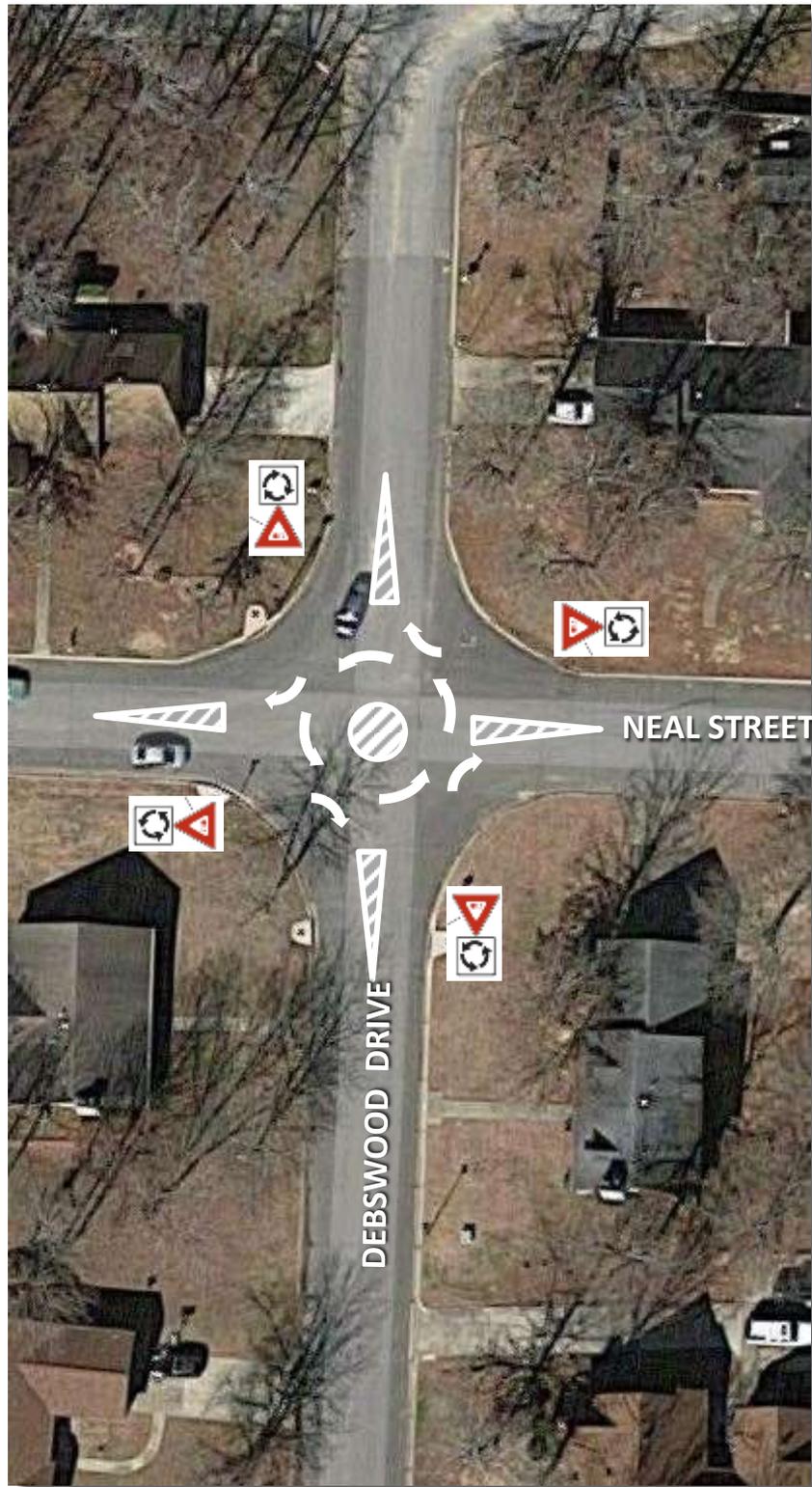
DIAGRAM OF PROPOSED NEIGHBORHOOD TRAFFIC CIRCLES



**WARD ONE
MILLS PARK ROAD AT LORA DRIVE**



**WARD TWO
COMMONWEALTH DRIVE AT CEDAR DRIVE**



**WARD THREE
DEBSWOOD DRIVE AT NEAL STREET**



**WARD FOUR
WOODLAND PARK ROAD AT BOSWELL ROAD**

RESOLUTION NO. 2015 _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BRYANT TO PARTNER WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL APPROPRIATE AGREEMENTS AND CONTRACTS NECESSARY TO EXPEDITE THE CONSTRUCTION OF THIS PROJECT; AND FOR OTHER PURPOSES.

Interstate 30 Interchange at Raymar Road

WHEREAS, the City of Bryant and the Arkansas State Highway and Transportation Department have identified a need to construct an Interstate 30 interchange at Raymar Road in Bryant; and,

WHEREAS, the City of Bryant has agreed to a 50-50 partnership with the Department in all cost of developing this improvement including engineering, right-of-way acquisition, utility relocation, and construction up to \$2.0 million; and,

WHEREAS, the Arkansas State Highway and Transportation Department is willing to handle all phases of the project; and,

WHEREAS, it should be noted that the estimated project cost or project design could change and it may be necessary to adjust the project or to commit additional funds to complete the construction of the new interchange.

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

Section 1. The City will participate in accordance with its designated responsibilities in this project.

Section 2. The City's Mayor or their designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

Section 3. The City pledges its full support and hereby requests that the Arkansas State Highway and Transportation Department initiate action to implement this project.

PASSED AND APPROVED this _____ day of _____, 2015.

APPROVED:

Jill Dabbs, Mayor

Approved as to Form:

Richard Chris Madison, Staff Attorney

ATTEST:

Sue Ashcraft, City Clerk

AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

Reynolds Road Improvements (Hwy. 183)
Northwest 4th Street to Southwest 4th Street
City of Bryant, AR
Garver Job 14017260

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Bryant, in Saline County, Arkansas (“Owner”), and Garver, LLC, (“Consultant”), a corporation existing under the laws of the State of Arkansas, with principal offices at 4701 Northshore Drive, North Little Rock, Arkansas.

WITNESSETH:

WHEREAS, the City of Bryant is planning improvements to Reynolds Road (Hwy. 183) from Northwest 4th Street to Southwest 4th Street; and,

WHEREAS, the City of Bryant’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, Garver’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the City of Bryant to obtain the assistance of Garver in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. “Consultant’s Representative” shall be Todd Mueller, PE, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is **\$327,891**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure*

to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 190.34 percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **\$327,891**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is 3.22.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement IS \$12,853. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. *Allowable costs.*

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

- Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;
- When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—
 - Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
 - Direct labor;
 - Direct travel;
 - Other direct in-house costs; and
 - Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
 - The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant

pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1. SCHEDULE OF SALARY RANGES

Description	Billing Class	Min. Hourly	Max. Hourly
Designer	D-1	\$18.00	\$35.00
Sr. Designer	D-2	\$28.00	\$40.00
Sr. Designer II	D-3	\$34.00	\$46.00
Sr. Designer Manager	D-4	\$40.00	\$51.00
Design Engineer	E-1	\$20.00	\$39.00
Sr. Design Engineer	E-2	\$25.00	\$44.00
Project Eng. / Resident Eng.	E-3	\$30.00	\$53.00
Sr. Proj. Eng. / Sr. Rsdnt. Eng.	E-4	\$38.00	\$60.00
Proj. Mngr. / Sr. Proj. Mngr.	E-5	\$40.00	\$74.00
Sr. Proj. Mngr.	E-6	\$45.00	\$90.00
Principal	M-1	\$60.00	\$110.00
Environmental Scientist or Specialist	P-1	\$18.00	\$45.00
Environmental Project Manager	P-2	\$36.00	\$53.00
Rodman	S-1	\$10.00	\$20.00
Instrument Man	S-2	\$12.00	\$26.00
Party Chief	S-3	\$15.00	\$32.00
Project Surveyor	S-4	\$22.00	\$41.00
Sr. Project Surveyor	S-5	\$30.00	\$52.00
Surveyor Manager	S-6	\$40.00	\$60.00
Technician or Intern	T-1	\$12.00	\$28.00
Sr. Technician	T-2	\$20.00	\$34.00
Sr. Technician II	T-3	\$28.00	\$40.00
Administrative Assistant	X-1	\$10.00	\$25.00
Sr. Administrative Asst.	X-2	\$15.00	\$30.00
Executive Assistant	X-3	\$20.00	\$39.00
Sr. Executive Assistant	X-4	\$32.00	\$50.00

3.2.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").
- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.
- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$31,130** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the

Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner

as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

6.1. The Owner has programmed a project for the roadway, drainage, and pedestrian improvements to Reynolds Road from Northwest 4th Street to Southwest 4th Street in Bryant, Saline County, Arkansas. The project consists of the redesign of 2300 linear feet of Reynolds Road consistent with the recommendations from Jump Start Initiative .

6.2. The project generally consists of providing conceptual design, environmental documentation, surveys, geotechnical studies, traffic studies, hydraulic studies, roadway and bridge design and plans, and landscaping plans. Storm drainage systems, utility coordination, maintenance of traffic and other incidental systems and facilities will be designed and constructed as necessary.

6.3. The proposed design concept includes streetscape improvements, bicycle and pedestrian improvements, intersection and crosswalk improvements, mill and overlay, new landscaped median, new sidewalks, green storm water management enhancements, curbs, street trees, pedestrian- scaled street lighting and other associated improvements, all within the existing right-of-way.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY THE CONSULTANT

7.1. ENGINEERING REVIEW OF JUMP START CONCEPTUAL PLAN

7.1.1. The Consultant must prepare an engineering review of the Jump Start Plan for Reynolds Road. For the concept, the Consultant will prepare a set of 10% equivalent plans, design criteria for the project and a project cost estimate. The Consultant will participate in a meeting with the City of Bryant, Metroplan and AHTD to review the 10% plan and request the approval of all agencies before proceeding beyond.

7.1.2. For this review, the Consultant will collect traffic data (both new and historical) and provide field observations. Based on this data, traffic models will be developed for the existing conditions (2015), no-build conditions (2035), and the build scenario (2035) from the Jump Start Plan. The analysis Based on the analysis, recommendations will be made for operational and geometric improvements, safety, access, and mobility.

7.2. ENVIRONMENTAL CLEARANCE DOCUMENTATION

7.2.1. The Consultant will prepare a Categorical Exclusion (CE) document that will meet AHTD and FHWA standards in accordance with the National Environmental Policy Act (NEPA). The Consultant shall undertake the following:

-
- Develop Environmental Constraints Mapping and Data Collection as defined in section 7.2.3 for all reasonable and feasible alternatives (up to three alternatives and the no-build alternative are assumed for estimating purposes)
- Develop the purpose and need for the project
- Complete initial and on-going agency coordination
- Evaluate environmental impacts
- Perform specialist studies for the preferred alternative: Phase I Cultural Resources Survey, Wetland Delineation, Hazardous Materials database review, and Request for Technical Assistance

- Organize and participate in one public involvement and stakeholder meeting
- Develop and coordinate approval of a CE

7.2.2. Environmental Data Collection – The Consultant will develop an environmental study area and collect preliminary environmental data associated with the proposed project. All reasonable and feasible alternatives (up to three proposed alignment concepts (build alternatives) and the no-build are assumed for estimating purposes) will be assessed for the social, economic, and environmental impacts area, including:

- Air Quality
- Community
- Construction Impacts
- Cultural Resources
- Economic
- Endangered Species
- Energy
- Environmental Justice and Title VI
- Farmland
- Fish and Wildlife
- Floodplains
- Forest Service Property
- Hazardous Materials
- Land Use and Land Cover
- Migratory Birds
- Noise Quality
- Protected Waters
- Public Recreation Lands
- Public Drinking Supplies
- Relocation of Homes and Businesses
- Secondary and Cumulative Impacts
- Section 4(f)/6(f)
- Social
- Terrestrial and Aquatic Communities
- Underground Storage Tanks
- Visual
- Streams impact
- Water Quality
- Wetlands impacts

7.2.3. ENVIRONMENTAL CONSTRAINTS MAP

- All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas and provided to the Consultant for avoidance and minimization of impacts. Environmentally sensitive areas should be provided to the Consultant for notation on the plans as a restraining condition on the Contractor, in accordance with Section 107.10 of the Standard Specifications for Highway Construction. Contract Special Provisions should be developed as necessary to provide protection for environmental sensitive areas or features and to provide guidance to the Contractor.

7.2.4. ENVIRONMENTAL DOCUMENT

- The Consultant will perform social, economic, and environmental studies for inclusion in the environmental documentation. The goal is to provide the documentation necessary to obtain FHWA approval of a CE. The work to be performed shall consist of preparing a CE document based on the NEPA

process for the proposed project in accordance with AHTD and FHWA policies and procedures. The objectives of this task are: (1) to describe the existing social, economic and physical conditions within the corridor; (2) to identify and evaluate the short-term and long-term impacts of the proposed improvements; and (3) to identify and recommend minimization and/or mitigation measures to be incorporated in the design and/or operation plan for the project.

- Submit draft environmental document in electronic format for review by the City and AHTD.
- Perform revisions necessary to respond to comments from City and AHTD.
- Submit final draft to the City and AHTD for FHWA approval.
- Provide designated number of copies of environmental document after FHWA approval and distribute as directed. An electronic copy of the approved environmental document in pdf format will be provided to the City and AHTD.

7.2.5. Environmental Permitting –

- The Consultant shall coordinate with the Arkansas Department of Environmental Quality (ADEQ) for development of a Storm Water Pollution Prevention Plan (SWPPP) that incorporates required measures that may be specified by the USFWS and/or ADEQ.
- If required, the Consultant will prepare a Section 404 permitting package and coordinate authorization under Nationwide Permits (NWP) as administered by the US Army Corps of Engineers (USACE).

7.3. SURVEYING (FIELD SURVEYS AND MAPPING)

7.3.1. The Consultant shall be responsible for obtaining all topographic mapping. The Consultant shall also be responsible for field surveys including topographic surveys, and land surveys. All mapping and surveying will be in accordance with applicable AHTD's *General and Detailed Scope of Work for Control, Design and Land Surveys* (Appendix E).

7.4. RIGHT-OF-WAY PLANS

7.4.1. It is not anticipated that the project will require additional rights-of-way. If additional right-of-way is required the consultant will provide plans in accordance with AHTD requirements (AHTD Stage Submittal of Right-of-Way Plans – Appendix F).

7.5. COORDINATION WITH UTILITY COMPANIES

7.5.1. The Consultant will be responsible for project notification and coordination with utilities that have potential conflicts with the improvements. The Consultant should design improvements to avoid conflicts that necessitate utility relocations.

7.6. DESIGN PUBLIC HEARING / PUBLIC INVOLVEMENT

7.6.1. The Consultant will be required to conduct a design public hearing and to prepare a public hearing report.

7.6.2. Coordinate with the City and AHTD on time and location of the public involvement meeting.

7.6.3. Prepare and submit notice of public involvement meeting to the City and AHTD for review and approval. Place the approved notice in a local newspaper in accordance with AHTD policies and requirements.

7.6.4. Prepare public involvement displays and handouts for review and approval of the City and AHTD. Provide adequate numbers of handouts and displays for the public involvement meeting.

- 7.6.5. Conduct public involvement meeting and assist the City by being prepared to answer questions and explain all concepts of the proposed alternatives.
- 7.6.6. Prepare synopsis of the public involvement meeting; review and respond to comments received at the meeting.

7.7. HYDRAULIC STUDY / STORM WATER MANAGEMENT

- 7.7.1. The Consultant will be responsible for assessing the impact of proposed improvements on the existing street drainage system. Any modifications should be designed consistent with Jump Start recommendations for green infrastructure and the AHTD Drainage Manual. The design must demonstrate how the improvements are consistent with further implementation of the green infrastructure plan for the Jump Start area.

7.8. PAVEMENT DESIGN

- 7.8.1. The Consultant will be responsible for subsurface investigation as necessary and pavement design. The Consultant will coordinate with AHTD on requirements for mill overlay of Reynolds Road and other paving requirements for the job.

7.9. LANDSCAPING PLANS

- 7.9.1. The Consultant will develop a landscaping plan to incorporate into the final design plans. The landscaping plan must consist of the location, type and size of all trees, shrubs and plants for the project.

7.10. DESIGN AND PLANS

7.10.1. PRELIMINARY DESIGN

- Submit design criteria to be used in the design of the project for approval by City and AHTD prior to beginning preliminary design work.
- Provide the roadway plan sheets. Preliminary plans shall be submitted at the 50% level for AHTD approval of the geometric design, title sheet, and typical sections.
- The preliminary roadway plans shall show, as a minimum:
 - Title sheet.
 - Typical sections of improvement shall conform to City and AHTD standard sections
 - Special details as needed.
 - Control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD (required only if survey is necessary).
 - Roadway plan sheets showing:
 - Survey information including existing utilities.
 - Roadway grades for main lanes, crossing roads and other roads as needed.
 - Alignment data for main lanes, crossing roads and other roads as needed.
 - Tentative construction limits.
 - Existing and Proposed Right of Way, permanent and temporary construction easements, and control of access (existing and proposed).
 - All roadway/roadside features within the right of way.
 - Proposed roadside safety items such as guardrail, impact attenuation barriers, etc.

- Preliminary size of drainage structures (provide hydrologic and hydraulic calculations).
- Maintenance of traffic signing and striping conceptual plans.
- Permanent Pavement Marking Details.
- Erosion control plans.
- Signalization plans to accommodate pedestrian signals at the intersection of NW 4th Street if changes are made to the current intersection curbs/sidewalks. If warranted, signals may also be added at the intersections of Boone Road/NE 2nd Street and at SW 3rd Street.
- Lighting plans.
 - Develop Preliminary Photometrics
 - Evaluate Electrical Power Requirements
 - Lighting Layout Plans for 3 Intersections and Railroad Bridge
- Bridge Layout showing the modifications for improvements to superstructure
 - The existing bridge will be evaluated to determine the additional loading from parapets, sidewalks, and other appurtenances associated with modifications.
 - The overall width of the existing bridge is assumed to remain constant and the improvements will be tailored to fit within the width of the existing bridge.
- Provide two (2) papers copies, one electronic pdf, and Microstation files of plans for preliminary field inspection, right of way review, and 50% plan review. Provide a preliminary construction cost estimate with 50% plan review.
- Attend preliminary and final field inspection. Field inspection for the project may be performed at the 50% and 90% review level.
- Make revisions necessary to respond to comments made at the 50% review as well as comments made at the preliminary field inspection.

7.10.2. FINAL DESIGN

- Provide final roadway plans showing all information requested in the Preliminary Design Section.
- Provide bridge detail drawings
- Provide lighting detail drawings
- Perform design calculations and develop details for drainage structures.
- Provide quantities.
- Provide an index of sheets, a list of specifications, and general notes.
- Provide special provisions.
- Provide transportation management plan.
- Provide construction cost estimate.
- Provide control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD.
- Provide two (2) papers copies and one electronic pdf of plans for final field inspection and 90% review.
- Attend final field inspections.
- Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.
- Perform all other work required to advertise and receive bids.
- Provide hydraulic certification (if necessary).
- Provide copies of half size signed and sealed plans.

8. SERVICES TO BE PROVIDED BY THE OWNER OR AHTD

8.1. Owner

- 8.1.1. Jump Start Recommendations
- 8.1.2. Existing right of way information on Highway 183 (Reynolds Road).
- 8.1.3. Traffic count information including present ADT and percent of trucks.
- 8.1.4. Previous traffic and planning studies, as available.
- 8.1.5. Review and approval of environmental documents, plans and specifications.
- 8.1.6. Right-of-way and easement acquisition
- 8.1.7. Provide the necessary public involvement meeting locations
- 8.1.8. Available aerial and mapping data
- 8.1.9. Construction bidding

8.2. AHTD

- 8.2.1. Provide sample environmental clearance documents
- 8.2.2. Review draft Categorical Exclusion (CE) document
- 8.2.3. Coordinate with FHWA for tribal correspondence and document approvals
- 8.2.4. Review final environmental documentation prepared by the Consultant
- 8.2.5. Review plans and specifications

9. TITLE II SERVICES TO BE PROVIDED BY THE CONSULTANT

At a minimum, the following services will be provided:

- 9.1. Provide review and approval of shop drawings and any other supplementary plans or similar data submitted by the Contractor and requiring approval.
- 9.2. When requested by the City or AHTD, provide design related solutions to construction problems and issues that may arise.

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the Consultant shall hold monthly conferences or as needed in Bryant Arkansas, or such other location as designated by the Owner, with representatives of the Owner and when necessary, representatives from the AHTD and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located at 4701 Northshore Drive, Little Rock, Arkansas.

12. ACCESS TO PROPERTY

The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make

reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

- 13.1. Conceptual Plans
 - 13.1.1. 10% Roadway Plans
 - 13.1.2. Roadway, Pedestrian, Bicycle Criteria
 - 13.1.3. Opinion of Probable Planning Costs

- 13.2. Environmental
 - 13.2.1. Newspaper advertisements and/or Legal Notices in English and Spanish
 - 13.2.2. Public Meeting announcement
 - 13.2.3. Project Mailing List database, updated as necessary in Microsoft Excel
 - 13.2.4. Technical handouts for the Public Meeting(up to 100 hard copies)
 - 13.2.5. Comment forms for the Public Meeting(up to 100 hard copies)
 - 13.2.6. Sign-in Sheets for the Public Meeting(up to 10 hard copies)
 - 13.2.7. Exhibits/displays for the Public Meeting (up to 5 exclusive displays)
 - 13.2.8. Synopsis of Public Meeting(2 copies)
 - 13.2.9. Draft CE submittal to Owner in MS Word format for text and pdf format for figures and attachments(up to 10 copies)
 - 13.2.10. Final CE submittal to Owner, the AHTD and the FHWA
 - 13.2.11. Section 404 Nationwide permit application and attachments
 - 13.2.12. SWPPP and permit application

- 13.3. Preliminary Design Phase (30%)
 - 13.3.1. Geotechnical Report
 - 13.3.2. 30% Complete Roadway Plans(4 copies of half-size plans)
 - 13.3.3. Conceptual Bridge Layout(4 copies of half-size plans)
 - 13.3.4. Opinion of Probable Costs
 - 13.3.5. Electronic files as requested including Adobe Acrobat pdf format of plans and reports and Excel spreadsheets of Opinion of Probable Costs

- 13.4. Preliminary Design Phase (50%)
 - 13.4.1. Geotechnical Report for Pavement Design
 - 13.4.2. Preliminary Bridge Layout Drawings for Modifications(4 copies of half-size plans)
 - 13.4.3. 50% Complete Roadway Plans(4 copies of half-size plans)
 - 13.4.4. Opinion of Probable Costs
 - 13.4.5. Meeting minutes from Coordination Meetings
 - 13.4.6. Electronic files as requested including Adobe Acrobat pdf format of plans and reports and Excel spreadsheets of Opinion of Probable Costs

- 13.5. Final Design Phase (90%/100%)
 - 13.5.1. 90% Complete Roadway Design Plans(4 copies of half-size plans)
 - 13.5.2. 90% Complete Bridge Design Drawings for Modifications(4 copies of half-size plans)
 - 13.5.3. Final half-size Roadway Design Plans signed and sealed by an Arkansas Registered Professional Engineer
 - 13.5.4. Final half-size Bridge Design Drawings signed and sealed by an Arkansas Registered Professional Engineer

- 13.5.5. Final full-size Bridge Design Drawings printed in black ink on quality bond paper and signed and sealed by an Arkansas Registered Professional Engineer
- 13.5.6. Provide Special Provisions and complete Project Manual for bidding
- 13.5.7. Provide Transportation Management Plan, if required
- 13.5.8. Provide Construction cost estimate
- 13.5.9. Bridge Design and Quantity Computations(1 copy)
- 13.5.10. Meeting minutes from Coordination Meetings
- 13.5.11. Electronic files of the project design and plans on a compact disc in Microstation format that is fully indexed (all reference files attached and set to load automatically). This includes the electronic copies of Roadway and Bridge submittals. Electronic files of the Project Manual, Special Provisions, design calculations, drainage report, geotechnical report, cost estimates on a compact disc in Adobe Acrobat PDF format and in Word and Excel format, as applicable.

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.
- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
 - make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.

15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.

15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.

15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.

16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of 14 months not including bidding***, or unless the time is extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The project schedule for this project has been included in Appendix D.

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute

arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.

- With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
- Complete performance of any work not terminated.
- Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.

18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*

18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.

18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Disputes and Claims.

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,

- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

- 20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.
- 20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.
- 20.3. All claims and disputes shall be governed by the Section 28, Disputes and Claims. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.
- 20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.
- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon

request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.

27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;

- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the “Notice of Potential Claim”;
- The name, title, and activity of each Owner’s employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner’s decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts

nor holds itself out as being able to obtain any government contract or contracts through improper influence.

- 29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations*. The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination*. The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports*. The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.

30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

31. DBE CLAUSE

31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1. The Consultant certifies, to the best of its knowledge and belief, that—

33.1.1. The Consultant and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.

- 34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

36.1.1. To the Owner's Representative:

Monty Ledbetter
City of Bryant
1017 SW. 2nd Street
Bryant, AT 72022

36.1.2. To the Consultant:

Todd Mueller
Garver, LLC
4701 Northshore Drive
North Little Rock, AR 72118

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Garver, LLC

City of Bryant

BY: _____
Jerry Holder
Senior Vice President

BY: _____
Mayor Jill Dabbs

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS/ TITLE VI ASSURANCES
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	General and Detailed Scope of Work for CONTROL, DESIGN, AND LAND SURVEYS
APPENDIX F	STAGE SUBMITTAL OF ROW PLANS

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF BRYANT
AND
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of the **Job 061470, Hwy. 183 Jump Start Impvts. (Bryant) (S)** project (hereinafter be called the "Project") as a Federal-aid Surface Transportation Program Attributable project.

WHEREAS, funding in the Moving Ahead for Progress in the 21st Century Act (MAP-21) includes 80% Federal-aid funds to be matched with 20% non-federal funds for certain city projects; and

WHEREAS, **the City of Bryant** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>	
Preliminary Engineering by Consultant	80	20	
Right-of-Way/Utilities	80	20	
Construction	80	20	
Construction Engineering by Consultant	80	20	
Department Administrative Costs	80	20	; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to

maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
2. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment B) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
4. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted monthly but not more than once per month.
5. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
6. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
7. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition). A registered professional engineer must sign the plans and specifications for the Project.
8. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
9. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

10. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the “Uniform Act”).
11. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor’s clear and unencumbered title to any right-of-way to be used for the Project (See Attachment D). **NOTE: Any property that is to become Department right-of-way must be acquired in the Department’s name.**
13. Submit plans at 10%, 30%, 60%, and 90% completion stages for Department review.
14. Submit a certification letter (Attachment E), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.
15. Advertise for bids in accordance with federal procedures as shown in Attachment F. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
16. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
17. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment G), including all items noted, to the Department.
18. Prior to awarding the construction contract, submit a check for \$1,000 to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor’s final share of cost for this phase will be determined by actual Department charges to construction engineering.
19. Have a full-time employee of the Sponsor in responsible charge during construction of the Project.
20. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department’s Resident Engineer assigned to the Project.
21. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department’s Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer’s Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.
22. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted monthly but not more than once per month.
23. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment H). Reimbursement requests should be submitted monthly but not more than once per month.

24. Attach LPA Report of Daily Work Performed (Attachment I) for all days that correspond with each CCRR submittal.
25. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
26. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment J). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's Mayor.
27. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
28. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
29. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
30. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
31. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment K).
32. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.

33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
34. Be responsible for 100% of any and all expenditures which may be declared non-participating in federal funds, including any such award by the State Claims Commission.
35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment L), which is necessary for Project participation.
36. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
37. Be responsible for all costs not provided by the Federal Highway Administration.
38. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
39. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
40. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
41. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
42. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.

43. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment M).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
2. Review environmental documentation as prepared by the Sponsor.
3. Review plans and specifications submitted by the Sponsor.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
7. Review and concur in award of the construction contract for the Project.
8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
9. Review and approve any necessary change orders for project/program eligibility.
10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCR form (Attachment H). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment J).
12. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2015.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF BRYANT

Scott E. Bennett, P.E.
Director of Highways and Transportation

Jill Dabbs
Mayor

Chris Madison
Staff Attorney

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY CONSULTANT SELECTION PROCEDURES

Section I – Application

These procedures apply to federally funded contracts for engineering and design services for projects. The federal laws and regulations that govern the procurement of engineering and design related services with Federal-aid highway funds are:

- 23 U.S.C. 112 “Letting of contracts”.
- 23 CFR 172 “Administration of Engineering and Design Related Service Contracts”,
- 49 CFR 18 “Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments” or more commonly known as the “Common Rule”,
- 40 U.S.C. Chapter 10 Subchapter VI, paragraphs 541-544 or commonly called the “Brooks Act”.

In accordance with the above federal laws and regulations, the Arkansas State Highway and Transportation Department (AHTD) has approved these procedures for use by the Local Agency for the “competitive negotiation” method of procurement as defined in 23 CFR 172.5, Methods of Procurement.

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

These procedures do not apply to design-build Contracts.

Section II – Advertisement for Letters of Interest (LOIs).

The Local Agency may employ a consultant engineering firm when a need exists for engineering services and it is in the Local Agency’s best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the AHTD’s website and the Local Agency’s website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services. Interested firms must furnish a Letter of Interest with primary contact information and Architect-Engineer Qualifications Standard Form 330 Parts I and II. The advertisement will be for either a specific single project, a group of projects, or for an indefinite delivery of projects to be determined at a later date with specific task orders issued for each project.

When the Local Agency advertises a specific project, the advertisement will describe the work in general terms so that firms may evaluate their interest in performing the desired services.

When the Local Agency advertises a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When the Local Agency advertises for an indefinite delivery of projects with later specified task orders, the advertisement will include a general description of work for the project tasks.

Section III – Selection Committee.

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the LOIs and Proposals.

Section IV – Evaluation of LOIs.

The Committee will evaluate each consultant firm based on the following:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

Following their review, the selection committee will prepare a short list of engineering firms and recommend to the Local Agency that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal (RFP).

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, the Local Agency will forward the scope of work statement to AHTD to forward to FHWA for review and approval before soliciting RFPs. A Local Agency's scope of work will typically include the following:

1. A detailed description of the work
2. Services that will be furnished by the Local Agency
3. Services expected of the consultant
4. Project conditions of the work
5. Special conditions of the work
6. Assurance of participation of Disadvantaged Business Enterprises (DBE) in Federal-aid projects. The Local Agency may establish a DBE goal of a certain percentage of the work for DBE's to assure DBE's participation in Federal-aid projects. When a DBE goal is specified, the Local Agency will ensure that a certified DBE(s) performs the identified engineering work and that the payments to the DBE(s) verify that the goal was reached. The establishment of a DBE goal does not preclude a DBE from being the prime consultant for the project.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information
2. A detailed work plan that identifies the major tasks of work
3. A list of major concerns associated with completing the work
4. A detailed work schedule for specific projects as requested
5. A manpower estimate for specific projects as requested
6. Updated Standard Form 330 Parts I and II if necessary

The Committee will review the proposals with particular attention to the following evaluation factors and the consideration of Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	10
2	Comprehensive, coherent, and detailed work plan	10
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	80

*Locality preference may be used on a project by project basis where it is not based on political boundaries.

Based on these various items, the Committee will rank the firms in order of preference and submit the list to the Local Agency who will either:

1. Select one firm to enter negotiations with;

2. Select multiple firms for an indefinite delivery contract; or
3. Select two or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranked list will be submitted to the Local Agency for review and final selection.

The contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to AHTD for the contract file.

Section VI – Negotiation and Contract Preparation.

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project. The other firms on the short list will be advised of the firm selected, subject to successful negotiations.

More than one firm may be selected for an indefinite delivery contract. The contract will establish a maximum cost for the contract as well as an expiration date. As individual task orders are issued, individual task order cost estimates will be negotiated.

The selected firm will prepare a draft contract based on a sample contract furnished by the AHTD. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the AHTD. The overhead rate shall be verified by an audit by a certified public accountant on behalf of the consultant if the contract exceeds \$250,000. If the contract is less than \$250,000, the overhead rate shall also be verified by an audit by a certified public accountant on behalf of the consultant if at least one of the following conditions applies:

1. when there is insufficient knowledge of the consultant's accounting system;
2. when there is previous unfavorable experience regarding the reliability of the consultant's accounting system; or
3. when the contract involves procurement of new equipment or supplies for which cost experience is lacking.

Pursuant to this requirement, the AHTD will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract amount that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those

negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again.

When the Local Agency and the consultant agree on a negotiated contract, the consultant will prepare a final draft and submit it to the Local Agency and AHTD for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to AHTD for final review and approval. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for indefinite delivery contracts utilizing federal funds, the AHTD will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an indefinite delivery contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will execute the task order. The task order will subsequently be submitted to AHTD for final review and approval. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant. For projects with FHWA oversight, the AHTD will forward the initial and final drafts of the task order to FHWA for review and comment. The FHWA approves the final executed task order by stamp and signature and retains a copy.

Section VII – Monitoring the Contract.

The Local Agency may identify staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files.
2. Arrange and attend periodic progress meetings.
3. Coordinate reviews and approval actions with other agencies when necessary.

4. Review progress payments.
5. Coordinate questions from the consultant.
6. Negotiate any change or amendment to the contract and submit to AHTD for review and approval.
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the AHTD.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are free from defects in workmanship at the time of acceptance and that the work conforms to the requirements of the contract. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID SURFACE TRANSPORTATION PROGRAM PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, “Required Contract Provisions, Federal-aid Construction Contracts,” and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 49 of the Code of Federal Regulations, Part 29 (49 CFR 29).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street. The Davis-Bacon wage rates will be provided by the Department.

CITY / COUNTY LETTERHEAD

JOB NUMBER
JOB DESCRIPTION
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ___ Tract(s)
 - ___ Options(s)
 - ___ Paid
 - ___ Donation(s)
 - ___ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 - ___ Condemnation(s) – (include Order of Possession date)
 - ___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
- * If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

*Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project.
There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.*

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-Or-

Tract(s) # ___ shown above include(s) # ___ (Permanent/Temporary Construction Easements) for _____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____
(Type name)
(Type title)

Date: _____

CERTIFICATION LETTER
REQUESTING ADVERTISEMENT FOR BIDS

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One reproducible set of plans and specifications.
2. A copy of the engineer's estimate of cost.
3. Copies of any technical specifications or special provisions.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications were developed using the Arkansas State Highway and Transportation Department's *Standard Specifications for Highway Construction (latest edition)* and standard drawings, and comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the City will promptly repay such funds to the Arkansas State Highway and Transportation Department (AHTD). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the City's gasoline tax allotment to the AHTD's RRA Fund upon notification by the Director of Highways and Transportation that such funds are due AHTD and have not been paid by the City.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas State Highway and Transportation Department, the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks.
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper.
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will include the following language in the solicitation for bids:

“The Sponsor hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is not permitted.**

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for \$1,000 for AHTD construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the City Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to CONTRACTOR is requested.

Sincerely,

Mayor

City Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/19/13

PAGE 1 OF 2 PAGES

Job No.: _____	Payee/Sponsor: _____	DATE: _____
FAP: _____	address _____	
County: _____	_____	PAY REQUEST # _____
Job Name.: _____	_____	FROM: _____ TO: _____
_____	Federal Tax ID No.: _____	

SPONSOR'S REQUEST FOR PAYMENT

- 1 Maximum Approved Federal-aid Amount _____
- 2 Original Contract Amount _____
- 3 Net Changes by Change Orders _____
- 4 Present Contract Total _____

- 5 Present Federal-aid Amount (80% of Line 4
or Amount on Line 1, whichever is less) _____
- 6 Work Completed to Date _____

- 7 Federal Match (80% of Line 6 or amount
on Line 5, whichever is less) _____
- 8 Previous Reimbursements (Federal) _____

- 9 **Amount Due this Estimate**
(subtract Line 8 from Line 7)

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Sponsor's CEO

Payment is requested from the Arkansas State Highway and Transportation Department for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement _____ Resident Engineer	Approved for Payment _____ State Construction Engineer	PAID Voucher No. _____ Date: _____
--	--	---

Sponsor
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ – _____
Report No.: _____	

Project Conditions		
<u>Site Conditions</u> _____ Useable _____ Partly Useable _____ Not Useable	<u>Weather</u> _____ Sunny _____ Partly Cloudy _____ Rain Rainfall Amt. (in.) _____	<u>Contractors Personnel</u> _____ Laborers _____ Carpenters _____ Concrete Laborers _____ Equip. Operators _____ Electricians _____ Plumbers _____ Foreman _____ Other _____ _____ Other _____
Min Temp. (F) _____ Max Temp. (F) _____		
<u>Comments</u> 		

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____ Designated Full-time Employee
--

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor	Recommended for Acceptance in Accordance with Project Agreement	
_____ Engineer/Architect	_____ AHTD Resident Engineer	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

SPONSOR's CEO

49 CFR 18.42

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Post-Award Requirements

Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) *Starting date of retention period--(1) General.* When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) *Real property and equipment records.* The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the

end of the grantee's fiscal year in which the income is earned.

(4) *Indirect cost rate proposals, cost allocations plans, etc.* This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records--(1) Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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

CITY OF
BRYANT

Jill Dabbs
Mayor

Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (hereinafter called AHTD (the Arkansas State Highway and Transportation Department)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **AHTD is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, _____ shall provide the following information to AHTD in order to fulfill FFATA reporting requirements:

- ✓ A unique identifier (Dun & Bradstreet DUNS Number) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee if the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – DUNS Number: _____

Parent (if applicable) – DUNS Number: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the DUNS number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes / No (Circle one)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes / No (Circle one)

If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the DUNS number entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____

2. Name: _____ Amount: \$ _____

3. Name: _____ Amount: \$ _____

4. Name: _____ Amount: \$ _____

5. Name: _____ Amount: \$ _____

ORDINANCE NO. 2015-___

AN ORDINANCE ESTABLISHING THE CITY OF BRYANT STORMWATER MANAGEMENT UTILITY FUND AND ESTABLISHMENT OF THE STORMWATER MANAGEMENT UTILITY FEE FOR MUNICIPAL UTILITY CUSTOMERS WITHIN THE CITY OF BRYANT, ARKANSAS, AND FOR OTHER PURPOSES

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), under regulations administered by the United States Environmental Protection Agency, requires the City to meet certain requirements as established in the national pollutant discharge elimination system phase II for small municipal separate storm sewer systems (MS4s); and that

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ) and the Environmental Protection Agency (EPA) have mandated the establishment of a Stormwater Management Program, including operations of the City of Bryant’s Stormwater Management Department, stormwater-related services, construction, maintenance, and equipment provided to or for the community; and the Bryant Arkansas City Council has found and determined that it is necessary to establish a Stormwater Management Utility Fund to fund the Stormwater Management Department from the collection of Stormwater Management Utility Fee to be paid by the municipal utility accounts of the City of Bryant in order to create revenue for funding the operations, maintenance, construction and efforts for regulation of stormwater runoff control, repair and improvement to the storm sewer system within the City of Bryant and the City's operation of said mandated but unfunded program, and that it should, therefore, adopt fees as set forth in this ordinance; and that

WHEREAS, the City Council of the City of Bryant, Arkansas finds that the intensity of development of most parcels of real property in the municipality classified as residential, commercial or industrial property is similar. Therefore, in order to provide a uniform and equitable method of collection, all residential, commercial, and industrial municipal utility accounts in the City Limits shall be charged a flat stormwater utility fee within each such classification as described fore fully below and as may be amended from time to time by the City Council.

NOW, THEREFORE BE IT ordained by the City Council of the City of Bryant, Arkansas as follows:

SECTION 1. Adoption

The following regulations, designed to fund the operations and management of the City of Bryant Stormwater Department, are hereby adopted and this ordinance may be referred to as the “City of Bryant Stormwater Management Utility Fund Ordinance.”

CITY OF BRYANT STORMWATER MANAGEMENT UTILITY FUND ORDINANCE

ARTICLE I.

GENERAL PROVISIONS

- 1. Stormwater Management Utility Fund:** There is hereby created on the books of the City of Bryant, a fund to be entitled the “Stormwater Utility Fund” and all revenues generated by or on behalf of the stormwater drainage utility fee created herein shall be deposited in said Stormwater Utility Fund and shall be used exclusively for the operation of the City of Bryant Stormwater Management Department and for the operations, management, salaries, purchase and

maintenance of stormwater related equipment, construction costs, materials, supplies or services, including but not limited to, day-to-day stormwater management activities, stormwater related disaster recovery and emergency preparedness provided to the community.

2. Revenues: The following revenues will be deposited into the Stormwater Management Utility Fund:

- a. All revenues collected from the Stormwater Management Utility Fee
- b. In-Lieu contributions generated from alternate detention basin options
- c. Revenues generated from all Stormwater Fees
- d. All revenues resulting from Stormwater violation enforcement by the City of Bryant
- e. Any other revenue as may be determined by the City Council, including but not limited to grants and special appropriations

3. Expenses: The City may use the Stormwater Management Utility Fund only for the following expenses:

- a. Regulatory review and inspection of stormwater management, sediment control, and storm drainage for development permits;
- b. Watershed, stormwater management, floodplain, and storm drainage conveyance studies and planning;
- c. The study, design, purchase, construction, expansion, retrofit, repair, maintenance, landscaping, operation or inspection of stormwater management facilities, storm drainage, and other watershed improvements;
- d. Land acquisition (including easements and rights-of-way) for stormwater management facilities or storm drainage;
- e. Water quality programs related to State or Federal laws, including requirements for the City's National Pollution Discharge Elimination System permits for small municipal separate storm sewer systems (MS4s);
- f. Water quality monitoring, inspection, and enforcement activities, including illicit discharge and illicit connection investigations;
- g. Water quality and pollution prevention education, public participation and outreach activities;
- h. Bryant Stormwater & MS4 Program administration, operation, and implementation, including reasonable operating and capital reserves to meet unanticipated or emergency requirements for stormwater management, storm drainage and water quality; and
- i. Other stormwater management, storm drainage, and water quality programs that are reasonably required to protect public safety or meet applicable regulatory requirements.

ARTICLE II.

ESTABLISHMENT OF THE STORMWATER MANAGEMENT UTILITY FEE

3. **Stormwater Management Utility Fee:** The City of Bryant hereby assess the following municipal utility fees:
- a. All residential municipal utility accounts (water or sewer), located within the corporate limits of the City of Bryant, shall be charged a flat Stormwater Management Utility Fee of \$3.00. Only (1) one Stormwater Management Utility Fee will be charged per household regardless of number of City utility accounts maintained by that single household. The Stormwater Management Utility Fee will be charged monthly and identified as a separate line item within the water bill.
 - b. All commercial & industrial municipal utility accounts (water or sewer), located within the corporate limits of the City of Bryant, shall be charged a flat Stormwater Management Utility Fee of \$6.00. Only one Stormwater Management Utility Fee will be charged to each commercial/industrial entity regardless of the number of utility accounts maintained by that business or organization, unless the business or organization maintains and operates from more than one physical location. In the case of the latter, the municipal utility accounts covering the additional, separate locations would also be charged the single Stormwater Management Utility Fee of \$6.00. The Stormwater Management Utility Fee will be charged monthly and identified as a separate line item within the water bill.
 - c. For residential, multi-unit dwellings which are serviced by one meter, the \$3.00 Stormwater Management Utility Fee will be multiplied by the number of individual dwelling units serviced by the one meter and the balance will be applied to that municipal utility account on a monthly basis.

4. **Billing and Collection:**

For purposes of billing and collection, the Stormwater Management Utility Fee shall be considered a municipal utility fee and shall be billed and collected in the same manner and subject to the same procedures as all other municipal utilities.

5. **Exemptions of the Stormwater Management Fee:**

- a. The residential Stormwater Management Fee, upon request and verification, will be waived for citizens age sixty-five (65) or older who have an account to receive and be billed for water by the City Water Department and physically reside in the dwelling or household for which the water service is being provided under and billed pursuant to said account.
- b. Customers requesting this waiver: (1) must reside at the address receiving service for which the waiver is applied; (2) must provide valid proof of their age (birth certificate, driver's license, or government-issued identification showing date of birth); and (3) the water deposit for the account to which the waiver is being applied must be in the name of the person who qualifies for the waiver.

SECTION 2. Severability

Should any title, section, paragraph, item, sentence, clause, or phrase of this ordinance be declared or adjudged invalid or unlawful by a court of competent jurisdiction, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged or unconstitutional was not originally a part of the ordinance.

SECTION 3. General Repealer

All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this ordinance, are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this _____ day of _____, 2015.

APPROVED:

Jill Dabbs, Mayor

Approved as to Form:

ATTEST:

Sue Ashcraft, City Clerk

Richard Chris Madison, Staff Attorney

RESOLUTION NO. 2015 _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY AGREEMENTS RELATED TO THE HEART OF BRYANT - HIGHWAY 183 IMPROVEMENTS PROJECT; TO WIT, A REVISED AGREEMENT BETWEEN THE CITY OF BRYANT AND GARVER FOR ENGINEERING SERVICES, DEFINED IN "EXHIBIT A", AN AGREEMENT OF UNDERSTANDING BETWEEN THE CITY OF BRYANT AND THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT, DEFINED IN "EXHIBIT B", AND FOR OTHER PURPOSES.

WHEREAS, the City of Bryant is planning improvements to Reynolds Road (Highway 183) from Northwest 4th Street to Southwest 4th Street known as the Heart of Bryant - Highway 183 Improvements Project; and,

WHEREAS, the project requires the professional engineering services; and,

WHEREAS, the Garver has been selected as the engineering consultant; and

WHEREAS, Garver has submitted a revised Agreement for Engineering Services subsequent to comments from Metroplan and the Arkansas State Highway and Transportation Department; and

WHEREAS, the Arkansas State Highway and Transportation Department requires an Agreement of Understanding in order to move forward with the aforementioned work.

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

Section 1. It is considered to be in the best public interest for the City to obtain the assistance of Garver as provided in the revised Agreement for Engineering Services in connection aforementioned project.

Section 2. The Mayor is hereby authorized to execute all necessary agreements related to the Heart of Bryant - Highway 183 Improvements Project.

This resolution (with attachments) shall be known as the **AUTHORIZATION TO EXECUTE AGREEMENTS RELATED TO THE HEART OF BRYANT - HIGHWAY 183 IMPROVEMENTS PROJECT**

PASSED AND APPROVED this _____ day of _____, 2015.

APPROVED:

Jill Dabbs, Mayor

Approved as to Form:

Richard Chris Madison, Staff Attorney

ATTEST:

Sue Ashcraft, City Clerk