



CITY COUNCIL MEETING

MONDAY

JULY 22, 2019

5:00 P.M.

INDEX

CONTENTS:

AGENDA

MINUTES

POLICE DEPARTMENT

FIRE DEPARTMENT

ELECTRIC DEPARTMENT

WATER AND SEWER

CODE ENFORCEMENT

STREET, SANITATION, MOSQUITO CONTROL

ANIMAL CONTROL

OPAR DEPARTMENT

PLANNING COMMISION

CITY TREASURER'S REPORT

OML&P DEPARTMENT FINANCIAL

BALANCE SHEET

PROFIT & LOSS STATEMENT

VENDOR LIST

CHARGE-OFF LIST

AGENDA
OSCEOLA CITY COUNCIL REGULAR MEETING
JULY 22, 2019, 5:00 P.M.
303 HALE AVENUE - COUNCIL CHAMBERS

1. *Prayer*
2. *Meeting Called to Order*
3. *Action: Minutes of June 17, 2019 regular City Council meeting*
4. *Recognition: 12-year Old OPAR Kekambas All-Stars USSSA World Series-Champion Runner-up*
5. *Reports*
 - a. *Department Heads (OPD deposit slip redacted). Reports from ARML Conference June 12-14*
 - b. *Main Street Osceola – Heather Lucius and Chamber of Commerce – Ammi Tucker*
 - c. *Tim Nelson – Vector Pest Control*
 - d. *Country Club Rd. intersection improvement – Joe Harris*
 - e. *City Treasurer Report and Financial Report – Melissa Brothers.*
6. *Business*
 - a. *Approve (redacted) Write off to Bad Debt, \$10,705.06. Note: redacted original is available*
 - b. *Action: Ordinance adopting Net-metering Policy & Declaring an emergency*
 - c. *Action: Ordinance adopting Regulation to Govern Small Wireless cells & Declaring an emergency*
 - d. *Action: Ordinance clarifying Condemnation authority to City Council. Proposed by Sandra Brand (refer to June 17 minutes)*
 - e. *Action: Ordinance changing name of the Community Center to add Dickie Kennemore. Proposed by Sandra Brand, (refer to June 17 minutes)*
 - f. *For Information: Employee Travel Request approval form, see attached*
7. *Grants Update:*
 - a. *Coston Building – new grants for nearly \$233,000, Jane Stanford*
 - b. *Airport – currently submitting application for \$519,148, see attached*
 - c. *OPD – Domestic Violence officer. SkyCop – OPD tour of Memphis Police Department. Local demonstration being planned. Chief Collins and Stan Williams*
 - d. *Sewerline – \$1.9 million application submitted to DRA*
 - e. *Industrial Park Sewerline, \$6.9 million – EDA grants – Mayor met at US Commerce Dept on July 16*
 - f. *Animal Shelter – Sen. Wallace and Jane Stanford will apply*
 - g. *Feasibility Study for downtown museum: Steelmakers' Interactive Museum and/or Music Museum*

Announcements

- 1) *Youth Golf Clinic, Osceola Course – July 22-26, 10:00 am*
- 2) *Finance Task Force meeting – Tuesday, July 23 @ 4:00*
- 3) *Planning Commission Tuesday, Tuesday, July 23 @ 5:00*
- 4) *Osceola School District 100-Men of Mentoring planning, OHS Cafeteria July 23 @ 5:00*
- 5) *OHS Freshman Academy, City employees help cook lunch, Wednesday, July 24*
- 6) *Arkansas Waterways Commission meeting, Wednesday, July 24, Riverlawn, noon*
- 7) *Community Improvement Task Force – Thursdays @ 10:30, July 25 and August 8*
- 8) *Osceola Fire Department Task Force meeting, discuss retiree health insurance, July 25 @ 1:30*
- 9) *Utility Task Force meeting – Thursday, July 25 @ 4:00*
- 10) *OPD Blood Drive, Chamber of Commerce – Monday, July 29, 1:30-5:30*
- 11) *National Night Out, Rosenwald – Tuesday, August 6*

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

REGULAR MEETING

June 17, 2019

The Osceola City Council met in Regular Session at the Council Chambers, located at 303 West Hale Avenue, Osceola, Arkansas. The meeting took place on June, 2019 at 5:00pm.

Officers present: Sally Wilson, Mayor
Jessica Griffin, City Clerk/Treasurer
Catherine Dean, City Attorney

Council Members Present: Sandra Brand, Linda Watson, Greg Baker, Tyler Dunegan, Stan Williams, Gary Cooper

Others Present: Steve Choals, Street/Sanitation Dept.
Phillip Fleming, Fire Chief
Michael Ephlin, OPAR Director
Jane Stanford, Human Resources
Julie Wakefield, Code Enforcement
Ollie Collins, Police Chief
Phillip Adcock, Electric Dept.
Stacey Travis, Admin Asst.

Others in Attendance: Ammi Tucker Steve Knox

Mayor Wilson called meeting to order. Jessica Griffin called roll and all council members were present.

Motion was made by Sandra Brand and seconded by Linda Watson to approve May minutes. All council members were in favor.

Monica Fines came forward with the Main Street report.

Ammi Tucker spoke to the council about the A&P request for Music fest expenditures, tour guide, way finding signs, and billboard. Total request was \$12,807.00

Motion was made by Tyler Dunegan and seconded by Linda Watson to approve expenditures. Sandra Brand abstained from the vote. All remaining council members were in favor.

Ammi then gave the Chamber report.

Financial report was given by Melissa Brothers.

Motion was made by Sandra Brand and seconded by Linda Watson to approve \$18,183.22 in charge offs. All council members were in favor, except Gary Cooper who voted no.

Gary Cooper made a motion to suspend travel for all elected officials and city employees, with the exception of licensing for employees and OPAR ball teams to travel. Motion was seconded by Sandra Brand and all council members were in favor.

MONTHLY REPORTS ARE AS FOLLOWS:

May 2019	Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)	Budget	42%
Revenue:					
01 - Osceola Light & Power	7,042,762	6,844,112	(198,650)	17,934,123	38%
02 - City General Fund	1,485,562	1,565,035	79,473	4,261,733	37%
03 - Street Fund	224,365	229,799	5,434	538,471	43%
04 - Sanitation Fund	401,065	417,468	16,403	962,551	43%
Total Funds	9,153,754	9,056,413	(97,341)	23,696,878	38%
Operating Expense:					
01 - Osceola Light & Power	6,452,158	6,511,089	(58,931)	15,778,556	41%
02 - City General Fund	2,393,738	2,507,922	(114,184)	5,510,556	46%
03 - Street Fund	433,752	409,983	23,769	1,172,319	35%
04 - Sanitation Fund	474,980	471,683	3,297	1,123,882	42%
Total Funds	9,754,628	9,900,677	(146,050)	23,585,313	42%
Capital Exp & Reserves:					
01 - Osceola Light & Power	-	-	-	-	N/A
02 - City General Fund	-	-	-	-	N/A
03 - Street Fund	-	-	-	-	N/A
04 - Sanitation Fund	-	-	-	-	N/A
Total Funds	-	-	-	-	N/A
Impact to Surplus:					
01 - Osceola Light & Power	590,604	333,023	(257,581)	2,155,567	15%
02 - City General Fund	(908,176)	(942,888)	(34,712)	(1,248,823)	76%
03 - Street Fund	(209,387)	(180,184)	29,202	(633,848)	28%
04 - Sanitation Fund	(73,915)	(54,215)	19,700	(161,331)	34%
Total Funds	(600,874)	(844,265)	(243,391)	111,565	

OSCEOLA POLICE DEPARTMENT

Monthly Report for

May-19

**Ollie Collins
Chief of Police**

**OSCEOLA POLICE DEPARTMENT
GENERAL FUND INCOME
May-19**

<u>INCOME</u>	<u>May</u>	<u>Year to Date</u>
Bail Bond Fees	\$ 500.00	\$2,320.00
Bonds Paid to OMC	\$ 4,322.00	\$36,396.00
Credit Card Fees	\$ 45.00	\$216.00
Fines & Cost pd to OMC	\$ 7,586.00	\$61,285.14
Freedom of Information		\$0.00
Interest Earned	\$ 0.44	\$3.59
Jail Maint. Fees		\$0.00
Miscellaneous		\$2.00
Postage		\$47.00
Rebate	\$ 53.49	
Restitution to OPD		\$0.00
Return Check Fee		\$0.00
Sale of Vehicle/Equipment		\$0.00
SCC/Civil Services		\$100.00
Unclaimed Restitution		\$0.00
Yard Sales	\$ 55.00	\$70.00
Sub-Total	<u>\$12,561.93</u>	<u>\$100,439.73</u>

DETENTION FACILITY INCOME:

ATM Commission		\$0.00
Background Checks	\$ 5.00	\$5.00
Employee Lunches	\$ 18.00	\$353.50
Fingerprints	\$ 30.00	\$215.00
Incident Reports	\$ 70.00	\$380.00
Jail Board		\$0.00
Misc/Comm balances unclaimed		\$0.00
Phone Commission (Evercom)		\$0.00
Work Release	\$ 120.00	\$630.00
Sub-Total	<u>\$243.00</u>	<u>\$1,583.50</u>
Grand Total	<u>\$12,804.93</u>	<u>\$102,023.23</u>

STATUTE CODE STATISTICS

DATE: 06/03/2019
TIME: 03:53:06PM

Page 1 of 1

Statute Code Description	NI	AR	CT	TOTAL
AGGRAVATED ASSAULT	3	0	0	3
AGGRAVATED ROBBERY	1	0	0	1
ASSAULT 1ST DEGREE(A)	1	0	0	1
BATTERY 2ND DEGREE	2	0	0	2
BATTERY 3RD DEGREE(A)	3	0	0	3
BREAKING & ENTERING(F)	8	0	0	8
BURGLARY/BREAKING ENTER(F)	6	0	0	6
CARRY PROHIBITED WEAPON(A)	1	0	0	1
COUNTERFEITING / FORGERY	2	0	0	2
CRIMINAL MISCHIEF 1ST(A)	6	0	0	6
CRIMINAL MISCHIEF 2ND	9	0	0	9
CRUELTY TO ANIMALS(A)	1	0	0	1
DISORDERLY CONDUCT	5	0	0	5
DOMESTIC BATTERY 2ND	3	0	0	3
DOMESTIC BATTERY 3RD	1	0	0	1
DOMESTIC BATTERY 3RD(A)	5	0	0	5
DWI 1ST	1	0	0	1
ENDANGER WELFARE OF MINOR 1ST	2	0	0	2
ENGAGING VIOLENT GROUP ACTIVITY	1	0	0	1
FRAUDULENT USE OF CREDIT CARD(A)	1	0	0	1
GENERAL INFORMATION (GENERAL PURPOSES	17	0	0	17
HARASSING COMMUNICATIONS(A)	2	0	0	2
HARASSMENT(A)	6	0	0	6
HIT & RUN	5	0	0	5
INTIMIDATING A WITNESS	1	0	0	1
LEAVING THE SCENE/PROPERTY DAMAGE	3	0	0	3
MINOR IN POSSESSION OF FIREARM	1	0	0	1
MURDER 1ST DEGREE	1	0	0	1
MURDER 2ND DEGREE	1	0	0	1
NATURAL DEATH	2	0	0	2
OBSTRUCTING GOVERNMENTAL OPERATIONS(C	3	0	0	3
POSS. O/NARCOTICS W/O PRESCRIPTION(A)	1	0	0	1
POSSESSING INSTRUMENTS OF CRIME(A)	2	0	0	2
POSSESSION OF MARIJUANA 1ST(A)	5	0	0	5
PUBLIC INTOXICATION	3	0	0	3
RECOVERED PROPERTY	2	0	0	2
RUNAWAY / JUVENILE	2	0	0	2
SEX ASSLT 4TH	1	0	0	1
SEX OFFENDER-FAIL TO REGISTER	2	0	0	2
STALKING	2	0	0	2
TERRORISTIC THREATS(A)	3	0	0	3
THEFT / ALL OTHER LARC(A)	16	0	0	16
THEFT OF FIREARM	1	0	0	1
THEFT OF SERVICES(A)	1	0	0	1
THEFT/FROM MOTOR VEHICLE(A)	3	0	0	3
THEFT-FELONY	2	0	0	2
VIOLATION OF NO CONTACT ORDER	1	0	0	1
	151	0	0	151

Total Reported Incidents Involving Domestic Violence: 0

Report_DeptStats2

KV10

OSECEOLA POLICE DEPARTMENT ARREST
MAY

CHARGE	AMOUNT	YEAR TO DATE
ABANDONMENT OF ANIMALS	0	2
AGGRAVATED ASSAULT	1	16
AGGRAVATED ASSAULT ON POLICE OFFICER	0	1
AGGRAVATED ROBBERY	2	2
ALIAS ONLY	28	99
AMUSEMENT OPERATIONS	0	2
ARSON	0	1
ASSAULT 1ST	0	1
ASSAULT 3RD	0	2
BATTERY 3RD	1	6
BREAKING & ENTERING	3	8
BURGLARY	2	7
BURNING IN CITY LIMITS	0	5
CARRYING A PROHIBITED WEAPON	1	3
CONTEMPT OF COURT FINE-OTHER DEPARTMENT	2	5
CONTEMPT OF COURT-RESTITUTION	0	1
CONTEMPT OF COURT-TIME PAY	14	76
CONTEMPT OF COURT JAIL TIME	0	1
COUNTERFEITING/FORGERY	0	1
CRIMINAL IMPERSONATION	1	2
CRIMINAL MISCHIEF 1ST	0	3
CRIMINAL MISCHIEF 2ND	2	7
CRIMINAL TRESPASS	5	13
CRUELTY TO ANIMALS	1	5
CURFEW	0	5
DELIVERY OF A CONTROLLED SUBSTANCE	1	1
DISCHARGE FIREARM IN CITY LIMITS	1	3
DISORDERLY CONDUCT	7	24
DISORDERLY CONDUCT-FIGHTING	0	6
DISORDERLY CONDUCT-LOUD MUSIC	4	5
DOG ORD VIOLATION	2	18
DOMESTIC AGGRAVATED ASSAULT	3	3
DOMESTIC BATTERY 1ST	0	1
DOMESTIC BATTERY 2ND	1	2
DOMESTIC BATTERY 3RD	1	14
DWI 1ST	2	13
DWI 2ND	0	2
DWI-DRUGS	0	2
ENDANGERING THE WELFARE OF A MINOR	5	10
ENDANGERING THE WELFARE OF A MINOR-FELONY	0	8
ENGAGING IN VIOLENT GROUP ACTIVITY	0	2
FAILURE TO APPEAR	44	281
FAILURE TO SUBMIT TO ARREST	3	7
FELON IS POSSESSION OF FIREARM	1	9
FIREARM ENHANCEMENT	1	1
FLEEING ON FOOT	0	10
FLEEING IN VEHICLE	0	5

FRAUDULENT USE OF A CREDIT CARD	0	3
FURNISHING PROHIBITED ARTICLES	1	6
HARASSING COMMUNICATIONS	1	7
HARRASSMENT	0	3
HINDERING APPREHENSION	2	2
HOLD FOR OTHER DEPARTMENT	1	2
IDENTITY FRAUD	1	1
LEAVING THE SCENE OF ACCIDENT WITH INJURY	0	1
LEAVING THE SCENE OF ACCIDENT WITH PROPERTY DAMAGE	1	1
MINOR IN POSSESSION FIREARM	1	5
MINOR IN POSSESSION OF TOBACCO	1	1
MURDER 1ST DEGREE	2	2
MURDER 2ND DEGREE	1	1
NON SUPPORT	0	1
OBSTRUCTION OF GOVERNMENTAL OPERATIONS	3	22
OPEN CONTAINER IN VEHICLE	1	5
ORDER TO SHOW CAUSE-OTHER DEPT	1	3
PAROLE VIOLATION	0	7
PIT BULL ORDINANCE	0	2
POSS OF CONTROLLED SUBSTANCE	7	30
POSS OF CONTROLLED SUBSTANCE WITH OUT PRESCRIPTION	0	7
POSS OF CONTROLLED SUBSTANCE WITH OUT PRESCRIPTION-MISD	1	7
POSS OF CONTROLLED SUBSTANCE SCHED I,II METH	0	2
POSS DRUG/PARAPHERNALIA-MISD (A)	0	7
POSS DRUG/PARAPHERNALIA-MISD-FELONY	0	3
POSS OF INSTRUMENTS OF CRIME	4	17
POSSESSION OF MARIJUANA 1ST	6	33
POSSESSION OF MARIJUANA 2ND OFF	0	1
PROBATION VIOLATION	1	5
PUBLIC INTOXICATION	5	21
RAPE	0	1
REFUSAL TO SUBMIT TO CHEMICAL TEST	1	9
RESISTING ARREST	0	9
SEXUAL ASSAULT/BATTERY 1ST	0	1
SEX OFFENDER-FAIL TO REGISTER	2	6
SIMULTANEOUS POSS DRUGS & FIREARMS	0	2
STALKING	1	3
TAMPERING WITH EVIDENCE	2	6
TAMPERING WITH MONITORING DEVICE	0	1
TERRORISTIC ACT	1	4
TERRORISTIC THREATS	2	7
TERRORISTIC THREATS-FELONY	0	1
THEFT	6	19
THEFT-FELONY	1	9
THEFT OF CREDIT CARD	0	12
THEFT OF A FIREARM	0	1
THEFT/SHOPLIFTING	0	2
UNAUTHORIZED USE OF A MOTOR VEHICLE	0	6
UNSIGHTLY PROPERTY	0	1
VICIOUS DOG	0	3
VIOLATION OF ARKANSAS HOT CHECK LAW	0	4
VIOLATION OF A NO CONTACT ORDER	1	4
TOTAL	196	1008

OSCEOLA POLICE DEPARTMENT

MAY

OFFICERS	ACCIDENTS	YTD	SUBPOENAS	YTD
Collins,O	0	0	0	0
Carr,M	0	0	0	10
Dunkin,D	0	4	0	0
Dunn,G	1	1	0	11
Ephlin,J	0	3	0	18
Faulkner,J	1	3	3	6
Foster, B	0	0	0	0
Gonzalez	3	3	0	1
Hamilton	0	0	0	4
Henry, J	0	0	0	0
Hodges	0	0	0	0
Moreira,B	3	15	0	28
Newell,C	0	0	0	0
Pollock,	0	2	0	3
Rumbaugh	1	1	0	2
Scatigna,V	3	7	4	4
Scrivner,T	1	5	0	0
Standefer,T	0	1	0	0
Vaughn,C	2	6	1	31
Reserves	0	0	0	0
Washington,P	1	2	0	0
Weldon, J	3	9	22	56
White,J	0	0	0	0
Williams, L	4	10	0	2
Williams,R	0	0	0	2
TOTALS	23	72	30	178

ACCIDENTS INVESTIGATED

	APRIL	YTD
Property Damage	18	57
Personal Injury	5	14
Excessive Speed	0	0
Alcohol Related	0	1
DWI-Drugs	0	0
Fatality	0	0
Pedestrian	0	0
TOTALS	23	72

Osceola Police Department Training Report
May 2019

Training Course	Number of People in Trainging	Number of Training Hours	Total Hours
Basic Gang Investigation	2	24	48
Level 3 CJIS	1	1	1
			49

OSCEOLA POLICE DEPARTMENT
BONDS & FINES ACCOUNT
May-19

Checkbook Balance	\$	3,848.47	
Bonds Payable	\$	4,175.00	
General	\$	0.42	
Checks & Deposit Slips	\$	326.95	
			<u>3,848.47</u>

TIME PAYMENTS SUMMARY

Accounts Receivable	4/30/2019	\$ 1,589,275.80
---------------------	-----------	-----------------

New charges	\$ 22,140.00
Finance charge	\$14,580.00

Appeals	\$ -
Bond Transfer	\$ -
Community Service	\$ -
Finance Charge Adj.	\$ -
Jail Time Credits	\$ 1,280.00
Paid on account	\$ 8,026.00
Suspended OMC	\$ 890.00
Vendor Credit	\$ -

\$ 36,720.00	\$ <u>10,196.00</u>
--------------	---------------------

Accounts Receivable	5/31/2019	<u>\$ 1,615,799.80</u>
---------------------	-----------	------------------------

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			3,224.51
Checks and Payments	15	Items	-13,367.39
Deposits and Other Credits	24	Items	15,884.42
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			5,741.54

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			5,741.54
Checks and Payments	43	Items	-1,893.07
Deposits and Other Credits	0	Items	0.00
Register Balance as of 6/7/2019:			3,848.47
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			3,848.47

Bonds & Fines May 2019

Bonds & Fines
6/7/2019

Page 2

Uncleared Transaction Detail up to 6/7/2019

Date	Num	Payee	Memo	Category	Clr	Amount
Uncleared Checks and Payments						
5/14/2010	3552	Ronald Simmons	08-3445 Scott Bateman	Restitution		-1.30
6/17/2010	3568	Fred's	91-320 Frank Bailey	Restitution		-35.10
6/30/2010	3580	Pafford Medical Services	10-1657 Bobby Sellers	Restitution		-150.00
7/16/2010	3592	Tuesday Morris	06-6090 Walter McFarland	Restitution		-5.00
7/16/2010	3593	Daniel Thomas	10-613 Jamar Woodson	Restitution		-20.00
12/16/2010	3679	Fred's	98-226 Marcia Williams ...	Restitution		-89.41
11/30/2011	3859	Fred's	96-6225 Tina Johnson	Restitution		-58.41
8/17/2012	4024	Olivia Crisp	12-600 Blake Wright	Restitution		-10.00
8/17/2012	4030	Carolyn Robinson	10-1188 Prince Robinson	Restitution		-5.00
10/19/2012	4058	Kedrick Bolton	09-591 Alisha Cody	Restitution		-20.00
10/30/2012	4073	Daniel Thomas	10-613 Jamar Woodson	Restitution		-1.94
12/14/2012	4095	Osceola Animal Hospital	10-4095 Marcus Lewis	Restitution		-83.45
2/15/2013	4120	Joann McCadney	11-3803 Tommy Davis	Restitution		-125.00
2/15/2013	4121	Osceola Animal Hospital	11-4540 Brian Thomas	Restitution		-85.00
4/19/2013	4150	Barbara Donn	07-2834 James Harper	Restitution		-100.00
5/16/2013	4164	Barbara Donn	07-2834 James Harper	Restitution		-53.70
10/17/2014	4414	Fred Riley	07-224 J. Long	Restitution		-50.00
7/16/2015	4568	Janelle Vornes	14-1080 D.Gilmore	Restitution		-5.00
10/26/2015	4632	Danny Seaton	NSB Overpayment Rec#...	Refund		-30.00
2/29/2016	4718	Kevin Beecham	06-5238 C. Ware	Restitution		-2.00
2/29/2016	4721	PJ's Food Mart	13-592 Bennie Cannon, ...	Restitution		-5.00
2/29/2016	4723	Ronald Simmons	08-3445 Scott Bateman	Restitution		-1.01
4/15/2016	4766	Wal-mart	15-517 A.Askew	Restitution		-80.00
11/30/2016	4895	Verna Henderson	10-1142 G.Rose	Restitution		-80.00
1/13/2017	4918	Thomas Pate	96-6238 C.Davis	Restitution		-60.00
2/17/2017	4933	Thomas Pate	96-6238 C.Davis	Restitution		-15.00
3/17/2017	4948	Thomas Pate	96-6238 C.Davis	Restitution		-70.00
5/26/2017	4986	Eloise McLaurin	12-747 C Cannon	Restitution		-40.00
7/18/2017	5008	Margaret Long	Over paid for Inc rpt	Misc		-20.00
2/28/2018	5079	Randy Nichols	15-1579 L.Wandicks	Restitution		-15.00
3/30/2018	5086	Christopher Martin	M.Johnson 13-2073	Restitution		-5.00
3/30/2018	5090	Randy Nichols	15-1579 L.Wandicks	Restitution		-15.00
5/31/2018	5111	Randy Nichols	15-1579 L.Wandicks	Restitution		-5.00
7/31/2018	5127	Mona Decamp	14-2203 Tina Ashley	Restitution		-25.00
8/30/2018	5141	Mona Decamp	14-2203 Tina Ashley	Restitution		-50.00
8/30/2018	5146	Randy Nichols	15-1579 L.Wandicks	Restitution		-10.00
9/28/2018	5153	Mona Decamp	14-2203 Tina Ashley	Restitution		-26.75
5/31/2019	5243	City Of Osceola	R. Bohannon 2015-739	Restitution		-40.00
5/31/2019	5244	OMC	Drug Fee	Restitution		-225.00
5/31/2019	5245	Larry Hannah	15-2762 G.Rose	Restitution		-100.00
5/31/2019	5246	Myranda Williams	17-1193 D.Marshall	Restitution		-50.00
5/31/2019	5247	Osceola Animal Shelter	T. Crain 17-391	Restitution		-10.00
5/31/2019	5248	Osceola Light Power	13-2073 M. Johnson	Restitution		-15.00
Total Uncleared Checks and Payments				43 Items		-1,893.07
Uncleared Deposits and Other Credits						
Total Uncleared Deposits and Other Credits				0 Items		0.00
Total Uncleared Transactions				43 Items		-1,893.07



548

BancorpSouth

Member FDIC

32/13

CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
401 W KEISER AVE
OSCEOLA AR 72370-3638

STATEMENT DATE
05/31/19
ACCOUNT NUMBER
015-407-5

INFOLINE 1-888-797-7711

BEGINNING MAY 1, ADDITIONAL TRANSACTION DETAIL WILL BE
PROVIDED ON YOUR BUSINESS ACCOUNT STATEMENT FOR ACH
TRANSACTIONS POSTED ON OR AFTER THIS DATE.

***** CHECKING ACCOUNT SUMMARY *****

PREVIOUS BALANCE	3,224.51	AVERAGE BALANCE	
+ 23 CREDITS	15,884.00		9,916
- 15 DEBITS	13,367.39	YTD INTEREST PAID	
- SERVICE CHARGES	.00		3.25
+ INTEREST PAID	.42		
ENDING BALANCE	5,741.54		

DAYS IN PERIOD

31

***** CHECKING ACCOUNT TRANSACTIONS *****

DEPOSITS AND OTHER CREDITS

DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
05/01	✓53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/01	✓73.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/03	✓164.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/03	✓790.00	DEPOSIT	
05/06	✓130.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/06	✓218.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/06	✓443.00	DEPOSIT	
05/08	✓183.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/10	✓2,210.00	DEPOSIT	
05/14	✓415.00	DEPOSIT	
05/15	✓156.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/15	✓448.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP CCD	
05/17	✓2,145.00	DEPOSIT	



548

BancorpSouth

Member FDIC

CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
401 W KEISER AVE
OSCEOLA AR 72370-3638

32/13
PAGE 2

STATEMENT DATE
05/31/19
ACCOUNT NUMBER
015-407-5

***** CHECKING ACCOUNT TRANSACTIONS *****
DEPOSITS AND OTHER CREDITS

DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
05/20	203.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
05/20	218.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
05/22	2,058.00	DEPOSIT	
05/23	73.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
05/24	1,340.00	DEPOSIT	
05/28	2,435.00	DEPOSIT	
05/29	83.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
05/30	53.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
05/30	53.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
05/31	440.00	DEPOSIT	
05/31	0.42	IOD INTEREST PAID	

CHECKS

DATE..	CHECK NO.....	AMOUNT	DATE..	CHECK NO.....	AMOUNT
05/22	5206*	50.00	05/13	5237	25.00
05/22	5210*	15.00	05/22	5238	10.00
05/22	5211	15.00	05/22	5239	15.00
05/07	5233*	70.00	05/13	5240	50.00
05/22	5234	40.00	05/31	5241	11,908.00
05/15	5235	71.00	05/31	5242	825.44
05/07	5236	100.00			

OTHER DEBITS

DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
05/02	14.00	ASCENTIUMCAPITAL 9176794002 41535 LEASECHG CCD	
05/02	158.95	ASCENTIUMCAPITAL 9176794002 41535 LEASECHG CCD	



548

BancorpSouth

Member FDIC

CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
401 W KEISER AVE
OSCEOLA AR 72370-3638

32/13
PAGE 3

STATEMENT DATE
05/31/19
ACCOUNT NUMBER
015-407-5

***** DAILY BALANCE SUMMARY *****

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
04/30	3224.51	05/10	7645.56	05/23	14070.56
05/01	3350.51	05/13	7570.56	05/24	15410.56
05/02	3177.56	05/14	8985.56	05/28	17845.56
05/03	4131.56	05/15	9518.56	05/29	17928.56
05/06	5422.56	05/17	11663.56	05/30	18034.56
05/07	5252.56	05/20	12084.56	05/31	5741.54
05/08	5435.56	05/22	13997.56		

***** INTEREST RATE SUMMARY *****

EFF-DATE	RATE	EFF-DATE	RATE
04-30-19	0.00050000		

Open Bonds Report

DATE: 05/31/2019
 TIME: 12:19:08PM
 Dates From: 1/1/2000 Thru: 5/30/2019

Page 1 of 1

Name	Receipt	Bond Amount	Address	Address	Jacket	R a c e	S e x
BALLINGER, JERRY Court Date: 06/03/2019	115594	\$70.00	108 E SHADOW LANE	OSCEOLA, AR. 72370- Charge: 27-22-203 - ACT 474 OPERATING MV W/O LIAB.INS. 1ST Bond Date: 05/14/2019	44782	W	M
BALLINGER, JERRY Court Date: 06/03/2019	115595	\$215.00	108 E SHADOW LANE	OSCEOLA, AR. 72370- Charge: 27-51-201 - SPEEDING Bond Date: 05/14/2019	44782	W	M
RING, ASHTON Court Date: 05/15/2019	115599	\$620.00	116 THOMPSON ST	LUXORA, AR. 72358- Charge: 27-22-203A - ACT 474/OPER VEH W/O LIAB INS 2ND+ Bond Date: 05/14/2019	41316	W	F
RING, ASHTON Court Date: 06/11/2019	115600	\$220.00	116 THOMPSON ST	LUXORA, AR. 72358- Charge: 5-54-120CR - FTA-ALL OTHER Bond Date: 05/14/2019	41316	W	F
JAMES, DONALD RICHARD Court Date: 06/03/2019	115662	\$545.00	822 NORTHGATE	OSCEOLA, AR. 72370- Charge: 27-16-303 - DRIVING ON SUSPENDED/REVOKED LICENSE Bond Date: 05/24/2019	8009	B	M
SHINN, COLBY ALLEN MELVIN Court Date: 06/03/2019	115666	\$390.00	505 LINDA FAYE	OSCEOLA, AR. 72370- Charge: 27-22-203 - ACT 474 OPERATING MV W/O LIAB.INS. 1ST Bond Date: 05/24/2019	41102	W	M
SHINN, COLBY ALLEN MELV Court Date: 06/03/2019	115666	\$220.00	606 ALMA AVE	MANILA, AR. 72442- Charge: 5-54-120CR - FTA-ALL OTHER Bond Date: 05/24/2019	41102	W	M
SHINN, COLBY ALLEN MELVIN Court Date: 06/03/2019	115667	\$115.00	505 LINDA FAYE	OSCEOLA, AR. 72370- Charge: 27-37-306 - ILL. WINDOW TINT Bond Date: 05/24/2019	41102	W	M
SHINN, COLBY ALLEN MELV Court Date: 06/03/2019	115667	\$220.00	606 ALMA AVE	MANILA, AR. 72442- Charge: 5-54-120CR - FTA-ALL OTHER Bond Date: 05/24/2019	41102	W	M
HARRIS, PERRY LEE Court Date: 06/03/2019	115671	\$115.00	115 NICKERSON	OSCEOLA, AR. 72370- Charge: ORD. 757 - INATTENTIVE DRIVING Bond Date: 05/25/2019	46728	B	M
JEFFERSON, ENDRE OCTAVOUS Court Date: 06/03/2019	115692	\$115.00	3814 E PROMISELAND	BLYTHEVILL, AR. 7315 Charge: ORD. 757 - INATTENTIVE DRIVING Bond Date: 05/29/2019	48210	B	M
JONES, REGINDEL Court Date:	9921769	\$860.00	554 CHILDRESS	OSCEOLA, AR. 72370- Charge: 27-16-303 - DRIVING ON SUSPENDED/REVOKED LICENSE Bond Date: 02/11/2012	35361	B	M
DENTON, KAREN Court Date: 06/18/2019	9924149	\$470.00	16 LINDA SUE DRIVE	OSCEOLA, AR. 72370- Charge: 5-71-207 - DISORDERLY CONDUCT Bond Date: 05/14/2019	46501	W	F

Total Count: 13

Total Open Bonds: \$ 4,175.00

OSCEOLA FIRE DEPARTMENT MONTHLY FIRE REPORT 2019

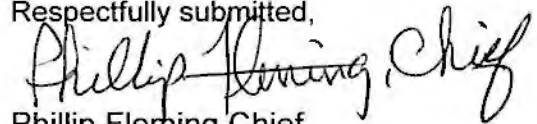
The Osceola Fire Department responded to (16) alarms in the month of May
The runs are as follows:

	MONTH	YTD
STRUCTURE FIRES	4	27
VEHICLE FIRES	2	2
BRUSH/GRASS	5	8
TRASH FIRES	1	8
ARC. ELEC. EQUIP	0	0
UTIL. ELEC. EQUIP	0	1
RURAL FIRES	0	0
MUTUAL AID	1	1
RESCUE	1	5
SMOKE SCARE	0	3
SPILL/LEAKS	0	2
FLAM. GAS	0	0
ALARM MALFUNC	0	5
MAL. FALSE ALARM	0	0
UNINT. FALSE ALARMS	2	3
TOTALS	16	65

Total dollar loss estimated from fires in structures for the month of May
\$0.00

Script cost in class time	\$220.00
Script cost in alarms	\$120.00
Total Script Cost	\$340.00
Injuries	0
Deaths	0

Respectfully submitted,



Phillip Fleming, Chief
Osceola Fire Dept.

Osceola Light & Power This Month In Addition To Regular Operations Of The System: MAY 2019:

1. Installed 9 Poles, and Removed 1.
2. Installed 1 Transformers and Removed 1.
3. Installed 15 Services, Removed 12 and Repaired 6.
4. Installed 9 St. Lights, Removed 4 and Repaired 13.
5. Worked on line maintenance through the system.
6. Line Locates reported 21.
7. Cut Trees from power lines.
8. Installed 1450 ft. of one inch black roll pipe at Pine Cottage.
9. Installed 1650 ft. of underground romex.
10. Installed 8 fiberglass street light poles and 8 LED post top lights.

Meter Service Orders For The Month Of MAY 2019:

1. Connects	62
2. Disconnects	62
3. Meter Changes	07
4. Occupant Changes	41
5. Re-instates	46
6. Service Changes	02
7. Misc.	02
8. Meter Info	01
9. Re-Reads	13
10. <u>Check For Leaks</u>	<u>08</u>
Total Orders	244

**OSCEOLA WATER & SEWER
MONTHLY REPORT
May, 2019**

Water Taps	0
Water Leaks	16
Fire Hydrants Repaired/Replaced	0
First Time Water Meters	0
Water Meters Replaced	0
Water Lines Installed	0
Pumps Repaired	1
Sewer Taps	2
Manholes Repaired	0
Sewer Lines Repaired	3
Sewers Unstopped	31
Sewer Lines Installed	
OVER TIME HOURS	176

Tim Jones, Superintendent
Water & Wastewater Distribution

Code Enforcement/Inspection Report

June 17, 2019

1. May / June Inspection Report

2. Lots sprayed and cut Report

Inspection Report

Lot 22 Everygreen	Plumbing Rough/in	Passed
Lot 6 Juniper	Plumbing Final	Passed
Lot 5 Juniper	Plumbing Final	Passed
Lot 4 Juniper	Plumbing Final	Passed
Lot 3 Juniper	Plumbing Final	Passed
Lot 2 Juniper	Plumbing Final	Passed
Lot 1 Juniper	Plumbing Final	Passed
Gary Landuary	Gas Inspection	Passed
Lot 22 Everygreen	Plumbing Rough/in	Passed
Lot 17 Everygreen	Electric Pipe Inspection	Passed
Lot 18 Everygreen	Electric Pipe Inspection	Passed
521 Main	Plumbing Top/out	Passed
400 Main	Plumbing Top/out	Passed
402 Main	Plumbing Top/out	Passed
521 Main	Gas Inspection	Passed
400 Main	Gas Inspection	Passed
402 Main	Gas Inspection	Passed
Lot 23 Everygreen	Electric Rough/IN	Passed

Lots sprayed and cut

1. 2002 Willow Street - (Carol Nash) 2nd cut
2. 3 – lots on Alfalfa – 2nd cut
3. 2 – lots on East Quinn – 2nd cut
4. 532 W. Johnson empty house (owner Taylor Percy Revocable – Living Trust Percy Taylor TRST) 2nd cut
5. 408 W. Bard 2nd cut
6. 4 – lots on Donaldson & Lots N. Pearl – (lot owner Billy Joe Denton/Little Custom Homes) 2nd cut & spray
7. Lot on Lavijo – 2nd sprayed
8. Old nursing home – 2nd sprayed
9. Lots on Shippen Street – 2nd sprayed

10. Lot on Greenbrier near pump house – 2nd cut

11. Lot on the north side of the old Gunn's supermarket – 2nd cut

12. Lot on the corner of Washington & Elms – 2nd cut

13. Lot on the corner of Elms & Ford – 2nd cut

14. 108 Mimosa – (owner Steve Benson) 2nd cut

15. 413 West Bard – 2nd cut

16. 608 W. Washington (owners Lavetria Gonzalez & Alisa Mueller) 2nd cut

18. Lot on the corner of east Dixon – 2nd cut

19. 302 St. John (owner Mildred Woods) – 2nd cut

20. 116 Cheryl – (owners Lawrence & Joanne Edwards) 2nd cut

21. 702 E. St John (owner Hendrix Harold T Estate) 2nd cut

22. Lot on the corner of College & R.R. – 2nd cut

23. Lot on the end of East Shadow Lane – 2nd cut

24. 100 Spruce – (owner Charles Lauderdale) 2nd cut

25. 123 West Shadow Lane – 2nd cut

26. 520 South Pearl (owner South Pearl Rentals LLC – Steve & Santell Cuble) 2nd cut

27. 526 South Pearl (owner South Pearl Rentals LLC – Steve & Santell Cuble) 2nd cut

28. 527 South Pearl (owner South Pearl Rentals LLC – Steve & Santell Cuble) 2nd cut

29. 314 E. St. John (owner Ricky Freeman) 2nd cut

30. 302 E. St. John (owner Mildred Woods) 2nd cut

31. 700 West Washington (owners Charles and Mary Wynne) 2nd cut

32. 516 West Lee (owners Dwight & Yolanda Bryeans) 2nd cut

The owners of the lots/properties will receive a letter stating how much they owe the city for the cuts, sprays, maintenance and upkeep of each lot/property.

Osceola Street & Sanitation Departmental Report for 2019

City Council Meeting: 6-17-2019

From: Steve Choals

Subject: Daily Operations

May Updates:

Street & Sanitation Department Update

During the month of May 219 truckloads of grass, leaves, limbs and brush were disposed of at the city Material Recovery Facility. Also, during the month of May 2 street marker posts and 2 stop signs were repaired or replaced. The month of May pothole repairs were addressed by the Osceola Street Department on seven different occasions. Mowing season is here and the OSD has been busy cutting and spraying lots and storm ditches.

Also, the month of May rain again was a problem. The OSD crews cleaned out 180 storm boxes. Several drain pipes were also blown out along with 10 storm ditches mopped out. Storm ditch and storm box maintenance will continue to be a priority. The maintenance on the storm boxes has been a great help to the reduction of flooding.

May brought us the Osceola Music Festival. On the 16th of the month the OSD prepared the grounds for the festival by installing fencing and adding more than a dozen garbage containers. The 20th of the month the OSD removed the fencing and garbage that was developed during the festival. Vector Control also started spraying for the eradication of mosquitos.

Mosquito & Bird Control

There were no complaints for the month of May.

Thank You,
Steve Choals

Osceola Street, Sanitation, MRF & Mosquito Control Departments

ANIMAL CONTROL REPORT

MAY 2019

MONTH	YTD
DOGS 13	67
CATS 17	39
OTHER 2	4
TOTAL 32	110

COMPLAINTS 53	215
CITATIONS 3	20
VERBAL WARNINGS <u>9</u>	63
WRITTEN WARNINGS 3	23
DOG/CAT BITES 1	1

SUBMITTED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

Osceola Community Center

Osceola Municipal Golf Course

Director: Michael Ephlin

June 2019 Report

- **Community Center**
- **Golf Course**
- **OPAR's Tip Tap Toes Dance Class**
- **Arkansas Highway Department Tap Grant (New**
- **OPAR Spring Sport: Youth Baseball & Softball**
- **Rosenwald Center**
- **San Souci Park**
- **Splash Pad in Irma Belcher Park**
- **Tennis Courts in Florida Park**
- **Fruit of the Loom Building**
- **Master Plan: Water Park**

Community Center

At our community center, memberships for June are looking steady. Jessie Phillips is teaching dance 2 fit on Monday, Tuesday Thursday nights in the little gym. I am going to look for a

grant to help replace the lights in our big gym. Those lights have been there since the building opened and they are in need of replacing. I hope to find a grant for that. The water fountain has been replaced. Business has definitely picked up at the Osceola Community Center.

Golf Course

Our golf course has 36 members. 45 of the 50 cart sheds are rented at this time. We are seeing some pick up in the afternoons and weekends at the course. There has been two Thursday night scrambles with great results. The first big tournament of the year is coming up, the fireman's tournament is June 8th and 9th. If you get a chance, come out and see the course....it is beautiful.

OPAR's Tip Tap Toes Dance Class

OPAR's Tip Tap Toes Dance class will have their end of the year recital on Saturday June 8th at 3:00 PM at the Osceola High School Auditorium. I hope everyone can come out and see this awesome recital put on by our kids. Robin has done a awesome job.

Arkansas Highway Department Tap Grant

DKB construction has been busy in the month of May finishing our addition to our bike and walking trail. They are 98% done. The swells have been put in and the trail is complete. All we have to do now is complete the grant paperwork and finish out the grant. What a great addition to our city. We already have people trying to use the new trail which is exciting. We will have a grand opening soon.

OPAR Spring Sport: Youth Baseball & Softball

Play began April 22nd for our spring and summer sport, youth baseball and softball. OPAR looks to have around 210 kids playing which is awesome. Games are being played on Monday, Tuesday and Thursday nights. Make up games are being played on Wednesday nights. June 6th will conclude our baseball season. June 21st, 22nd and 23rd Osceola will host the 7 & 8 Year Old Coach Pitch State Tournament. This will bring a lot of teams to Osceola for that weekend. Just another way Osceola can showcase our city and feed our economy.

Rosenwald Center

Since the total acquisition of the Rosenwald Center, We have already scheduled some events at

the center. Events include Birthday Parties, Church Events, Wedding Receptions and meetings. Anyone interested in renting the Rosenwald Center can contact the Osceola Community Center at 870-563-2462.

San Souci Park

As many of you already know, this past month the river over flowed into the San Souci Park leaving a trail of debris after it receded. There was also damage to our wooden picnic tables during this flooding. With the help of the OPAR employees, the park was cleaned up and back in regular order. I obtained a quote to buy new picnic tables in the amount of \$1,800. That is for 3 metal picnic tables that will last a long time. At this time Mayor Wilson is looking to see if she can get them funded before we buy them. I appreciate our parks crew for making this park so enjoyable.

Splash Pad in Irma Belcher Park

Osceola Parks and Recreation crews worked hard getting the splash pad ready for the summer season. The splash pad had to be re-programmed but that was the extent of any trouble we had. We do have some minor concrete work that has to be done to keep the concrete from chipping. We are going to try and do that in house. The splash pad opened on Monday May 27th.

Tennis Courts in Florida Park

On Monday May 6th, I met with Chris Stuart with the United States Tennis Association about grant opportunities to get our tennis courts playable again. After a site visit, Chris showed me 3 grants to look into for possible funding for the renovation of our courts. I will look into those grants and keep you updated as I learn more.

Fruit of the Loom Building

On 5-10-19, I met with Carlos with the group looking to buy Blue Oak and an investor. I showed them once again the part of the building they are requesting for warehouse space. They are still requesting 30,000 square feet of warehouse space. Other happenings with the building, Brian Holthouse has a friend that will or has inspected the roof. This lets us have a set of eyes to tell us what shape the roof is in and what it will take to fix it. Ben Tangy has removed the crusher machine from the back of the building. He has also removed most of his belongings from the building. The only thing remaining is a small amount of product. Billy Jo Denton has approached the City about the possibility of doing a Hemp processing business

inside the fruit building. He has applied for a permit from the state, once he hears back from that, he will contact the city for further action.

Master Plan: Water Park

I would like to take this time to ask each and every one of you to start brainstorming ways that we can revisit our master plan: water park idea. I feel that we are missing the boat with this idea and I feel that it would be very beneficial to our city and would really boost our quality of life. As you know we tried to pass a 1 cent sales tax last year to fund the project and it was defeated. As you know our sales tax has doubled and really almost tripled since the workers are here building the industry that has located here. I feel that we are missing the boat on this idea and I feel that it is still not too late to do something about it. I challenge you to come up with ideas so we can revisit this project in the very near future. This would be just another improvement to our great city and another quality of life amenity that would benefit all of the great citizens of our awesome community!!!!

“Great Things Are Happening At Osceola Parks And Recreation, Come Out And Be A Part”.

Motion was made by Gary Cooper and seconded by Sandra Brand to move the July regular scheduled council meeting back one week to July 22. All council members were in favor.

The next item on the agenda was an ordinance. Jessica introduced the ordinance and it reads as follows:

**AN ORDINANCE AUTHORIZING THE OSCEOLA CITY COUNCIL AS THE
SOLE AUTHORITY TO CONDEMN PROPERTY BY RESOLUTION**

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

Section 1: The City Council of the City of Osceola shall have the sole authority to condemn property by resolution within the city limits of the City of Osceola, Arkansas, as against any and all subdivisions, commissions, committees, or other bodies formed by the City of Osceola.

Section 2: This Ordinance shall supersede and pre-empt any and all other Ordinances previously enacted which may be in conflict herewith; otherwise, any and all other previously-enacted Ordinances which are not in conflict herewith shall remain in full force and effect

Passed this __ day of June, 2019.

Mayor Sally Wilson

ATTEST:

City Clerk Jessica Griffin

Discussion was held by council and motion was made by Tyler Dunegan and seconded by Sandra Brand to remove by resolution from Section 1, suspend rules and place on second reading.

Roll was called and the following council members voted aye: Linda Watson, Sandra Brand, Greg Baker, Tyler Dunegan, Stan Williams, and Gary Cooper.

Council members voting nay: NONE

Jessica read the ordinance by title only.

Motion was made by Tyler Dunegan and seconded by Sandra Brand to place the ordinance on its third reading, with amendments.

Roll was called and the following council members voted aye: Linda Watson, Sandra Brand, Greg Baker, Tyler Dunegan, Stan Williams, and Gary Cooper.

Council members voting nay: NONE

Jessica read the ordinance by title only.

Motion was made by Tyler Dunegan and seconded by Sandra Brand to approve the ordinance, with amendments.

Roll was called and the following council members voted aye: Linda Watson, Sandra Brand, Greg Baker, Tyler Dunegan, Stan Williams, and Gary Cooper.

Council members voting nay: NONE

*Ordinance was vetoed after meeting per Sally Wilson.

The next ordinance was introduced and reads as follows:

ORDINANCE NO. 2019 - _____

AN ORDINANCE TO CREATE A LAND BANK COMMISSION FOR THE CITY OF OSCEOLA, ARKANSAS; TO SET FORTH CERTAIN DUTIES AND RESPONSIBILITIES OF THIS COMMISSION; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, a Community Improvement Committee was created in 2019, which included Osceola citizens, a code enforcement representative, elected officials and a local state organization representative interested in working through problems with blighted, abandoned and nuisance properties in the City of Osceola, Arkansas;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS;

Section 1. There is hereby created a Land Bank Commission ("Commission").

Section 2. *Liberal Construction of the Ordinance.* This ordinance, being necessary for the welfare of the city and its inhabitants, shall be liberally construed to effect the purposes of it.

Section 3. *Purpose.* The purpose of the Land Bank Commission is to reverse urban blight, increase home ownership and stability of property values, provide affordable housing, improve the health and safety of neighborhoods within the city, and maintain the architectural fabric of the community.

Section 4. *Definitions.*

- (a) *Residential Housing Facilities.* For the purposes of this ordinance, the term "Residential housing facilities" means facilities for single and multifamily residential housing units of any and all kinds, and such other improvements or facilities deemed incidental or essential to the community, and in accordance with a properly approved Land Bank Redevelopment Plan, provided that no such incidental development shall be in conflict with state law or city ordinance.
- (b) *Land Bank Redevelopment.* Policy guide for acquisition and conveyance of Land Bank Commission properties giving consideration to City Zoning, Parks, Land Use and Neighborhood Action Plans.
- (c) *Development Site Plan.* Plan prepared and submitted by applicant requesting Conveyance of Land Bank Commission property.

Section 5. *Authority of Land Bank Commission.* The Commission shall, in the name of the City, and with approval of the City Council, have the power to control, acquire, construct, reconstruct, preserve, extend, equip, improve, operate, maintain, sell, lease, convey, contract concerning, or otherwise deal in or dispose of residential housing facilities, and other capital improvements or facilities, or any interest in such facilities including without limitation leasehold interests in and mortgages on such facilities, within the corporate limits of the City of Osceola, Arkansas.

- (a) *Requirements.* The Land Bank commission shall inventory all property acquired for its use and benefits, and maintain the inventory as a public record; shall prepare and approve a Land Bank Redevelopment Plan (LBRP) in consultation with local Housing Authority; shall make the LBRP a part of the Commission bylaws, provided, that the city Council is free to amend, repeal, modify, or expand any or all of these

elements; and shall require all prospective purchasers to submit a Development Site Plan (DSP) and time frame for the property of interest, which meets LBRP standards and other requirements of this ordinance.

Section 6. Approval of Development Site Plan. Before the Commission can recommend to the City Council the conveyance of real property, it must first approve the DSP submitted by applicant which Includes:

- (a) A time frame for development pursuant to the approved plan;
- (b) Information and procedures to assure the development of the approved plan in the form it is approved;
- (c) Proof that the approved plan is consistent with all zoning requirements, or has Obtained any necessary amendments to the local zoning requirements;
- (d) Proof that the approved plan otherwise complies with the LBRP and is consistent with the spirit of any affected Neighborhood Action Plan.

Section 7. Approved Development Site Plan Not Binding on Other City Commissions: Nothing In the requirements of this ordinance shall mandate that any other City Board or Commission approve any action requested by a proposed developer even if failure to receive such approval negates the ability to move forward with the LBRP.

Section 8. Time Frame for completion of the Development Site Plan.

- (a) Unless expressly authorized by the City Council, upon recommendation of the Commission, any approved Development Site Plan (DSP) shall be completed within three (3) years of the date approval of the plan is granted.
- (b) If the developer has made substantial progress toward completion of the DSP, the Commission may approve an extension of time for development unless it receives information, or is provided evidence, to suggest that the Plan will not be completed within a reasonable period of time, not to exceed two (2) additional years from the date the Plan expires.
- (c) Notwithstanding the provisions of subsection (b) above, an additional extension of time can be granted upon good cause shown by the developer as to why completion within the original time frame and any extension, was impractical and unfeasible.

Section 9. Land Bank Commission Subject to City Supervision.

- (a) The City Mayor, or a designee of this office, shall serve as the administrative staff of the Commission.
- (b) The city Mayor may designate the Director of Finance and Treasurer to serve as the treasurer for the Commission.
- (c) The Commission shall be subject to the authority of the Mayor as to establishing a budget, hiring employees, and fulfilling the functions of the Commission as set forth in this ordinance.

- (d) The Commission, within ninety (90) days of the initial appointments, shall prepare a set of bylaws to be submitted for approval, by resolution of the City Council, before they become effective; further, any substantive changes in the bylaws shall also be approved by the City Council before they become effective.
- (e) The Commission shall file an annual report with the City Clerk and local Housing Authority that sets for its activities for the proceeding calendar year, including a complete operating and financial statement prepared in accordance with the relevant City ordinances as to financial reporting.
- (f) The Commission shall confer and coordinate with the local Housing Authority to insure consistency of housing policy established by the City Council.

Section 10. *City Purchasing, Bidding and Financial Reporting Procedures Will Control.* All laws, ordinances, resolutions, and other documents, which set forth purchasing, bidding, or financial reporting procedures for the city shall also apply to the Commission.

Section 11. *Meetings; Quorum; Public Records.*

- (a) The Commission shall meet upon the call of its chairman, or a majority of its members, and at such times as may be specified in its bylaws for regular meetings.
- (b) A majority of its members shall constitute a quorum for the transaction of business.
- (c) The affirmative vote of the majority of the members present at a meeting of the Commission shall be necessary for any action taken.
- (d) No vacancy in the membership of the Authority shall impair the right of a quorum to exercise all the rights and perform all the duties of the board.
- (e) A record of the proceedings of the Commission shall be maintained.

Section 12. *Appointment of Commission Members and Commission Procedures.*

- (a) The Commission shall consist of nine (9) persons to be appointed by the mayor, subject to confirmation by the City Council;
- (b) One (1) of the nine (9) members shall be involved in projects or work dedicated to the development of low- and moderate-income housing;
- (c) One (1) of the nine (9) members shall be from the housing industry;
- (d) One (1) of the nine (9) members shall be an officer of a financial institution;
- (e) One (1) of the nine (9) members shall be a member of the board of the Osceola Housing Authority, selected from a list of names submitted by the board of the Osceola Housing Authority;
- (f) Five (5) members shall be selected at-large, provided that the five (5) at-large members shall represent at least one from each ward;

- (g) The members of the Commission shall have terms of four (4) years, except that the initial members shall have staggered terms to be decided by drawing lots. Five (5) members shall have four (4) year terms and four (4) members shall have two (2) year terms.
- (h) A member shall serve until his or her successor is selected and qualified.
- (i) Members shall be limited in the number of consecutive terms that can be served as set forth in city ordinance, resolution, or policy statement.
- (j) Vacancies shall be filled by the mayor, subject to confirmation by the City Council.
- (k) Any Commission is subject to removal for cause which is defined to include misfeasance, malfeasance or nonfeasance in office; except for removal for absences, which are subject to City procedures for handling such matters. Any Commissioner subject to removal for cause shall be notified in writing of the reason for such removal, and shall be provided ten (10) days from the receipt of such notice to provide a statement as why the Commissioner believes that removal is inappropriate, or that the basis for removal contains misstatements of fact, or that the basis for removal should not result in such a sanction.

Section 13. *Additional and Supplemental Powers.* In addition to the provisions of this ordinance, the Commission shall exercise all additional or supplement powers authorized by the General Assembly for local governments, provided the City Council delegates such authority to the Commission.

Section 14. *Severability.* In the event any title, section paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance 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 ordinance.

Section 15. *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.

Section 16. *Emergency Clause.* The need to create a Land Bank Commission to work on low to moderate income housing redevelopment, and community redevelopment, and the fulfillment of Community Redevelopment Plans created by the Land Bank Commission is essential to the public health, safety and welfare; an emergency is, therefore, declared to exist and this ordinance shall be in full force and effect from and after the date of its passage.

Passed this _____ day of _____, 2019.

ATTEST:

APPROVED:

Jessica Griffin, City Clerk

Sally Wilson, Mayor

BYLAWS FOR THE OSCEOLA LAND BANK COMMISSION

ARTICLE I.

NAME. The name of this organization shall be the Osceola Land Bank Commission (the "Commission").

ARTICLE II.

PURPOSE.

The purpose of the Commission is to reverse urban blight, increase home ownership and the stability of property values, provide affordable housing, improve the health and safety of neighborhoods within the City of Osceola (the "City"), and maintain the architectural fabric of the community.

ARTICLE III.

MEMBERSHIP.

Section 1. The Commission shall consist of nine (9) qualified persons to be appointed by the Mayor, subject to confirmation by City Council. The Commissioners shall hold the qualifications prescribed in the ordinance which created the Commission, Osceola Ordinance 2019-_____

Section 2. The Commissioners shall have terms of four (4) years, except that the initial members shall have staggered terms to be decided by drawing lots. Five (5) members shall have four (4) year terms, and four (4) members shall have two (2) year terms. A Commissioner shall serve until his or her successor is selected. Commissioners shall be limited to the number of consecutive terms that can be served as set forth in City ordinances, resolution or policy statements.

Section 3. Vacancies shall be filled by the Mayor, subject to confirmation by the City Council.

Section 4. When a member of the Commission has missed 25% of all regular meetings in one (1) calendar year or (3) consecutive regularly scheduled meetings, this will be considered nonfeasance and are subject to removal from the Commission and replaced by appointment according to Section 3.

ARTICLE IV.

MEETINGS.

Section 1. Regular meetings of the Commission shall be held at least monthly at a place and time set by the Commission in the City Hall meeting room, or such other place as designated by the Commission.

Section 2. Special meetings of the Commission may be called by the Chair, or in the absence of the Chair, by the Vice-Chair, or upon written request of five (5) or more Commissioners. Notice of a special meeting, shall be given as prescribed by the Arkansas Freedom of Information Act ("FOIA").

Section 3. An agenda for each regularly scheduled meeting and the minutes of the last meeting shall be sent to each Commission member in advance of the meeting. The Chair shall approve the agenda for each meeting and additional items may be proposed by any member of the Commission. The agenda should consist of the following topics:

- (a) Roll Call
- (b) Finding of a quorum
- (c) Approval of minutes of previous meeting
- (d) Citizen communication (limited to 3 minutes per person, with a maximum of 21 minutes)

- allowed for citizen communication)
- (e) Old Business
- (f) New Business
- (g) Adjournment

Section 4. The Commission shall act as a body in making its decisions and announcing them. No Member other than the Chair shall speak or act for the Commission without prior authorization.

Section 5. All meetings of the Commission shall be open to the public, and notice of these meetings shall be provided in compliance with FOIA and state statute.

Section 6. A record of the proceedings of the Commission shall be maintained per state statute.

ARTICLE V.

OFFICERS.

Section 1. The officers of the Commission shall consist of a Chair, Vice-Chair and Secretary. The Chair and Vice-Chair shall be elected by the Commission. The Secretary shall be the Mayor or his/her designated representative who shall serve in an ex-officio capacity.

Section 2. Terms of officers shall be for two (years) and officers may succeed themselves.

Section 3. The duties of the officers shall be as follows:

CHAIR. The Chair shall preside over all meetings and is responsible for establishing the monthly meeting agenda. The Chair shall have the authority to call special meetings provided the proper notices are given. The Chair shall appoint the members of all committees and is considered an ex-officio member of all committees. The Chair shall sign all approved minutes and, when authorized, other documents on behalf of the Commission.

VICE-CHAIR. In the event of the absence of the Chair, the Vice-Chair shall assume the duties of the Chair.

SECRETARY. The Secretary shall keep accurate records of all proceeding of the Commission. Minutes of all Commission meetings shall be promptly recorded and maintained and shall be open for public inspection. The Secretary shall keep an accurate record of attendance. The Secretary shall also be responsible for:

- (1) Preparing routine correspondence
- (2) Maintaining the files of the Commission
- (3) Keeping track of the current membership of the Commission and the terms of office of the individual members
- (4) Maintaining a record of the organization of the Commission and its staff.
- (5) At the direction of the Chair, prepare the agenda of items to be considered at meetings of the Commission.
- (6) Attesting documents of the Commission.

ARTICLE VI.

DUTIES AND POWERS.

The Commission shall have all the duties, powers and authority provided for in ORD-2019-_____.

ARTICLE VII.

COMMITTEES.

The Commission may establish standing and special committees as deemed necessary and appropriate. Standing committees shall be composed of two (2) or more Commissioners, but less than a quorum of the full Commission, and shall hold membership for one (1) year or until succeeded. Special committees shall be dissolved when the particular function with which the special committee was charged has been completed. No special committee shall exist for period of more than twelve (12) consecutive months, except by the direction of the full Commission. The Chair also has the discretion to create subcommittees to assist standing and special committees with specific projects or functions. The subcommittees would consist of private citizens appointed by the Chair, with the advice and counsel of the full Commission, who are determined to possess expertise in an area that would be of benefit to a standing or special committee. These subcommittees shall be dissolved upon completion of their work, as determined by the Chair, with the advice and counsel of the full Commission. All committees are advisory in nature and do not have the authority to make final decisions on Commission policy regarding any Commission business. Such decisions are reserved for the Commission itself and must be considered at a regular or special meeting.

ARTICLE VIII.

LAND BANK REDEVELOPMENT PLAN.

As required by ORD-2019-____, the Commission hereby adopts its Land Bank Redevelopment Plan:

The Commission shall focus its limited resources on those target areas of the City that show significant signs of decline with the objective of achieving a concentration of revitalization and stabilized or improved property values that will spur private investment in surrounding areas. Signs of decline could be, for example the highest concentrations of vacant structures, the most criminal activity, the highest poverty rates, the least owner occupied housing or the least capacity for self-revitalization.

In the selected target areas, the Commission may:

1. Seek to acquire individual or contiguous groups of properties, strategically located in the general vicinity of established public or private institutions.
2. Attempt to clear title on all parcels it acquires.
3. With respect to its parcels and the surrounding neighborhoods, advocate for actions that will help stabilize or enhance property values, such as seeking an affordable method for cleaning titles on parcels owned by others; requesting that City Council and departments demolish unsafe and, vacant structures make street repairs as well as sidewalk and drainage improvements; concentrate code enforcement; concentrate federal Community Development Block Grants (CDBG) and HOME Funds; and USDA Rural Development Grants.
4. Offer its parcel individually or in groups as it may determine is in the best interests of the neighborhood and in a manner consistent with Land Bank Priorities and Policies.

ARTICLE IX.

AMENDMENTS OF BYLAWS. These bylaws may be amended at any regular business meeting of the Commission by a two-thirds vote of the entire membership of the Commission, provided the amendment has been submitted in writing at the previous regular business meeting, and shall become effective when approved by the Osceola City Council.

ATTEST:

Secretary: _____

Chair: _____

Approved this ____th day of _____, 2019, by the Osceola Land Bank Commission.

Osceola
Land Bank Commission

PRIORITIES AND POLICIES
FOR
PROPERTY ACQUISITION AND DISPOSITION

As approved by the Osceola City Council on: June 17, 2019

Section	Contents	Page
1.	Policies Governing the Acquisition of Properties	3
2.	Priorities Concerning the Disposition of Properties	4
3.	Factors in Determining Consideration Due Upon Transfers	5
4.	Side Lot Disposition Program	6
5.	Land Transfers	7
6.	Donation Policy	8

The acquisition and disposition of properties acquired by the Osceola Land Bank Commission (the "Commission") shall be guided by the following these basic Priorities and Policies. These Priorities and Policies also establish procedures for City staff (the "Staff") to administer applications for acquisition and disposition of Commission properties. Any applicant who applies for acquisition of Commission property and has their application denied by Staff may appeal the denial to the Commission by submitting, within thirty (30) days of notice from Staff to the applicant of the denial of their application, a letter stating their desire to appeal Staff's decision to the Commission Board.

The acquisition, use, and disposition of such properties shall at all times be consistent with the authority granted by the Constitution of Arkansas, the laws of the State of Arkansas, the Ordinance 2019-_____, the bylaws of the Commission, and the public purposes set forth therein. If there is any conflict between the bylaws of the Commission and these Priorities and Policies then these Priorities and Policies shall be interpreted in such a way that they do not limit or restrict the authority of the Commission. These Policies and Procedures are guidelines to be followed by City Staff.

1. Policies Governing the Acquisition of Properties

In determining which, if any, properties shall be acquired by the Commission, the Commission shall give priority to properties located in focus neighborhoods, as determined by the Commission, and shall give consideration to the following factors:

1. Proposals and requests by nonprofit corporations that identify specific properties for ultimate acquisition and redevelopment.
2. Properties that are subject to a City lien for code violations, and can be foreclosed on by the city.
3. Proposals and requests by governmental entities that identify specific properties for ultimate use and redevelopment.
4. Proposals and request by private developers that identify specific properties for acquisition and redevelopment.
5. Input from citizens and neighborhoods.
6. Properties that are considered vacant and abandoned property.
7. Properties that are delinquent on their ad-valorem real property taxes.
8. Properties that are environmentally contaminated where funds have been secured for the cleanup and reuse of the property.

9. Properties that are available through donation by a private owner.
10. Properties that are bank-foreclosed.
11. Properties that would allow for the creation or expansion of green space.
12. Improved properties that are the subject of an existing City Council order for demolition of the improvements and properties that meet the criteria for demolition of improvements.
13. Non-conforming, undevelopable vacant properties for which the best use would be to place the property into the Side lot Disposition Program.
14. Properties that would form a part of a contiguous or scattered land assemblage development plan.
15. Properties that will result in planned development that benefits the community.

2. Priorities Concerning the Disposition of Properties

The disposition of properties shall be based upon a combination of three factors. The first factor involves the intended or planned use of the property. The second factor considers the nature and identity of the transferee of the property. The third factor addresses the impact of the property transfer on the short-and long-term neighborhood and community development plans. The priorities in each factor are not in any particular rank or order.

The disposition of any given parcel will be based upon an assessment of the most efficient and effective way to maximize the benefit to the community. The Commission and Staff shall at all times retain flexibility in evaluating the appropriate balancing of the priorities for the use of property, priorities as to the nature of the transferee of properties, and priorities concerning neighborhood and community development.

Priorities for Use of Property

1. Develop affordable housing
2. Support homeownership
3. Market rate housing development
4. Social service providers
5. Side lots
6. Development of public green spaces (parks and gardens)
7. Retail development

8. Multi-family rental development
9. Multi-family rental development
10. Tax-exempt institutions
11. Development of rental housing
12. Public uses and buildings
13. Planned Unit Development (ownership)
14. Historic preservation

Priorities as to the Nature of the Transferee

1. Individual homeowners
2. Non-profit developers
3. Educational institutions
4. Government
5. Tax-exempt institutions
6. For-profit residential developers
7. Multi-lot developers
8. Corporations, business, retail, etc.
9. Side lot candidates

3. Factors in Determining Consideration due Upon Transfer

The following factors shall constitute general guidelines for determination of the consideration to be received by the Commission for the transfer of properties. In each and every transfer of real property, the Commission shall require good and valuable consideration in an amount determined by the Commission in its sole discretion on a case-by-case basis, but subject to the minimum price stated below. The Commission will consider both the fair market value of the property and the property costs in its determination of consideration for each property. "Property Costs" shall mean the aggregate costs and expenses of the Commission attributable to the specific property in question, including costs of acquisition, maintenance, repair, demolition, marketing of the property and indirect costs of the operations of the Commission allocable to the property.

- 1) Consideration shall be established at a level between the Property Costs and fair market value of the property.
- 2) The consideration to be provided by the transferee to the Commission may take the form of cash, deferred financing, performance of contractual obligations, imposition of restrictive covenants, or other obligations and responsibilities of the transferee, or any combination thereof. At no time shall property be conveyed for less than \$1,000 or as determined by the Commission.

4. Side Lot Disposition Program

Individual parcels of property may be acquired by the Commission and transferred to individuals in accordance with the following policies. The transfer of any given parcel of property in the Side Lot Disposition Program is subject to override by higher priorities as established by the Commission on a case-by-case basis.

A. Side Lot Disposition Policies

1. Qualified Residential Properties. Parcels of property eligible for inclusion in the Side Lot Disposition Program shall meet the following minimum criteria (a "Side Lot"):

- a) The property shall be vacant unimproved real property.
- b) The property shall be physically contiguous on one side lot line to another owned by transferee (left or right).
- c) The Side Lot property shall have characteristics which make redevelopment as single family housing unfeasible (such as lot size or topography).
- d) No more than one lot may be transferred per contiguous lot.
- e) Intended use for lot is disclosed.
- f) The transfer shall include a deed restriction requiring the use of the property to be consistent with the stated use.

2. Transferees

- a) All transferees must hold title and occupy the contiguous property.
- b) The transferee must not own any real property (including both the contiguous lot and all other property in Osceola) that is subject to any unremediated citation of violation of the State or local codes and ordinances.
- c) The transferee must not own any real property (including both the contiguous lot and all other property in Osceola) that is tax delinquent.
- d) The transferee shall not have been the prior owner of any real property that has been forfeited for unpaid taxes within the past 3 years, as an individual or an entity, without prior approval of the City Council at its sole discretion.

3. Pricing

- a) Properties sold as a side lot to an adjacent owner shall be priced at not less than \$1,000 plus any applicable fees.

4. Additional Requirements

- a) In the event that multiple adjacent property owners desire to acquire the same side lot, the lot shall be transferred to the highest bidder for the property, based on sealed bids, open publicly, at a stated time and place.

5. Land Transfers

A. Land Transfer Policies

These policies pertain to transfers whose future use is residential. At time of transfer the property may be vacant, improved or ready to occupy.

1. The transferee must not own any real property that has any unremediated citation of violation of the State or local codes and ordinances.
2. The transferee must not own any real property that is tax delinquent
3. The transferee shall not have forfeited title to property due to nonpayment of taxes within the past 3 years, as an individual or as an entity, without prior approval of the Commission in its sole discretion.
4. Transactions shall be structured in a manner that permits the City of Osceola to enforce recorded covenants or conditions upon title pertaining to development and use of the property for a specified period of time.
5. The proposed use must be consistent with current zoning requirements. The Commission may grant an applicant permission to seek rezoning from the Osceola Planning Commission.
6. Where rehabilitation or development of a property by the transferee is a condition of the transfer, the requirement for such development or rehabilitation shall be in accordance with the transfer agreement and adequate completion of such development or rehabilitation shall be a condition to the release of restrictions or lien securing such performance.
7. The Commission may grant an option to purchase property to a potential transferee. Options to purchase more than 3 properties by a single purchaser within one calendar year must be approved by the Commission.
8. The proposed use of the property must comply with any neighborhood redevelopment plan adopted by the City of Osceola that applies to the property.

9. To the extent possible, the proposed purchaser shall provide evidence that they have consulted with any neighborhood organization in the area and solicited comment on the planned use of the property.
10. All applicants must be residents of the City of Osceola or have a principle place of business in the City of Osceola. If the applicant does not meet this requirement, applicant may make an application to the Commission to seek an exception.
11. The purchaser of any property from the Commission must also comply with any applicable restrictions on the use of the property resulting from federal, state, or local programs in which the City participates (e.g. Community Development Block Grants).

6. Donations

A. Donated Property Policies

1. Properties with adverse environmental conditions will not be accepted without a satisfactory, funded plan for remediation approved by the Commission which meets the standards set by the Arkansas Department of Environmental Quality (ADEQ).
2. Properties with immediate maintenance requirements will not be accepted without a funding source secured for such maintenance.
3. The Commission will not determine donation value for the purpose of tax benefits, but will provide a letter describing the property donated.
4. The Commission shall have the right to refuse to accept any property offered for donation.

B. Donated Property Procedures

1. Donor of property, if requested, will place the deed to property in escrow while Commission determines the feasibility of accepting ownership of the property.
2. Staff will complete a comprehensive analysis of the property to be donated which will include the following information:
 - a. Determine the fair market value of the property.
 - b. Determine if there are any environmental concerns.
 - c. Determine if there are any outstanding liens or title issues (title search).
 - d. Determine the initial maintenance cost (boarding, demolition, mowing, etc...)
 - e. Determine any on-going maintenance costs.
 - f. Determine the condition of the surrounding neighborhood.
3. Staff will present the report to the full Commission for approval.

Land Bank Definitions

DISCLAIMER: These definitions are for information purposes only and are not for the purpose of providing legal advice. These definitions have been provided solely for the purpose of providing information about commonly used real estate and land use terms.

A

Acceptance: The written approval of the Buyer's offer by the Seller.

Affordable Housing: The generally accepted definition of affordability is for a household to pay no more than 30 percent of its annual income on housing. Families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.

Appraisal: A document from a certified appraiser that gives an estimate of a property's fair market value based on the sales of comparable homes in the area and the features of a property.

Appraised Value: An estimation of the current market value of a property.

Appraiser: A qualified individual who uses his or her experience and knowledge to prepare an appraisal estimate.

Assessed Value: The value that the County Assessor places on any asset to determine property tax amount.

Assessor: The government official who is responsible for determining the value of a property for the purpose of taxation.

B

Borrower: The person who has received a loan and is then obligated to repay the loan according to the loan terms.

Building Code: The regulations governing the required safety standards, construction and rehabilitation of buildings.

C

Community Housing Development

Organization: A non-profit, community-based organization whose primary purpose is to develop affordable housing.

Clear Title: A property title that has no defects, liens, or encumbrances.

Commercial building: A building constructed for business, industrial or public purposes.

Community Development Block Grant Program

(CDBG): A Federal grant program that provides grant funds to local and State governments to be used to develop affordable housing for low to moderate income residents.

Construction Loan: A loan to finance the cost of building a new home. The lender disburses the loan amounts over a short period of time to cover expenses, such as materials, suppliers and contractors.

Credit Counseling: Education on how to improve poor credit and how to avoid generating more debt than can be repaid.

Credit Score: The score calculated by using a person's credit report to determine the likelihood of a loan being repaid on time. Scores can range from about 360 (poor credit) to 840 (excellent credit).

D

Deed: A document that legally transfers ownership of property from one person to another. To be valid, a deed must be recorded in public record with the property description and the Grantor's signature.

E

Encumbrance: Any interest in or legal liability on real property that does not prohibit passing title to the property but that reduces the property's value.

F

Fair Housing Act: A Federal law that prohibits discrimination on the basis of race, color, national origin, religion, sex, familial status, or disability when obtaining housing.

Foreclosure: The legal process in which property is sold to pay an outstanding loan or lien amount.

G

Grantee: The individual who receives an interest in real property by deed.

Grantor: The individual who gives an interest in real property by deed.

H

Homebuyer Counseling Class: A class that offers information about how to get a mortgage approved, qualify for a loan, choose an affordable home, go through financing and closing processes, and avoid mortgage problems that cause people to lose their homes.

HUD: The U.S. Department of Housing and Urban Development; A Federal agency that works to address the housing needs and enforcing fair housing laws.

HUD Income Guidelines: An annual chart created by HUD which sets income limits for qualifying a household for federally-funded housing options. The chart is based on County income data.

Interest: A fee charged during a repayment period that is in addition to the amount of the actual loan, mortgage, or credit line.

J

Judgment: A legal decree or order against a person or property in favor of a creditor; when

referring to property, a judgment gives the creditor an interest in the property.

L

Land Transfer Application: The application created by the City of Osceola Land Bank Commission that must be completed to request an available Land Bank-owned property.

Lien: A legal claim and defect against a property, where the value of the property can be used as security in repayment of a debt. Examples include a mechanic's lien for the unpaid cost of building supplies, a tax lien for unpaid property taxes, or a municipal lien for property maintenance.

Listing Agreement: A contract between a seller and a real estate professional to market and sell a home or property.

Low Income: A household whose income does not exceed 80 percent of the median income for the area, as determined by HUD. Income limits are adjusted based on household size.

M

Moderate Income: A household whose income exceeds 80 percent of the median income for the area, as determined by HUD, but is below 95 percent of the area median income.

Mortgage: An agreement between a lender and a buyer in which the property itself is collateral for the loan amount.

Mortgagee: The person or organization (such as a bank) that lends money to someone for buying property.

Mortgagor: The person who borrows money to buy a property.

N

Notary Public: A person who serves as a public official and certifies the authenticity of signatures on a document by signing and stamping the document.

O

Offer: A proposal presented by a potential buyer, general in writing, to purchase property at a specific price.

P

Pre-Approval: A lender's commitment to loan a potential borrower a fixed amount of money based on qualification requirements, such as a completed loan application, credit score, debt, and savings.

Pre-Qualify: A lender's informal determination concerning the maximum amount an individual is eligible to borrow.

Property Tax: The annual tax charged by the County Treasurer for property owned by an individual.

Purchase Offer: A detailed, written document that makes an offer to purchase a property. Once the purchase offer is signed by all parties involved in the sale, the offer becomes a legally binding contract.

Q

Quitclaim Deed: A deed which transfers ownership of a property but does not make any guarantee of clear or marketable title.

R

Real Estate Agent: An individual who is licensed to advertise, negotiate and arrange real estate sales.

Redevelopment Plan: A detailed, comprehensive construction plan, which includes the costs of building or improving a structure and the timeframe in which the construction will be completed.

Rehabilitation Mortgage: A mortgage for the cost of rehabilitating (repairing or improving) a property.

Rehabilitation: The labor, materials, tools, and other costs of improving and repairing a building or structure in compliance with municipal building codes.

S

Seller: The individual which offers title to a property in exchange for money.

T

Title Company: A company that specializes in examining and insuring the titles of real estate.

Title Defect: An outstanding claim on a property that limits the ability to transfer the property. Also referred to as a "cloud" on the title.

Title Insurance: Insurance that protects an owner against any claims or defects that arise about the title or ownership of the property.

Title Search: An in-depth examination of public records which ensures that the seller is the recognized owner of the real estate and that there are no unsettled liens or other claims against the property.

Transferee: A person who receives property.

Transferor: A person who gives or conveys property.

W

Warranty Deed: A deed that transfers title and guarantees that the seller of the property is the true owner and has the right to sell the property and that there are no claims or defects against the property.

Z

Zoning: Local laws established to control the uses of land within a particular area. Zoning laws are used to separate residential property from non-residential properties, such as industries or businesses

After much discussion, motion was made by Sandra Brand and seconded by Tyler Dunegan to table for further discussion. Greg Baker motioned for it to be voted on tonight.

Further discussion was had about amendments to be made. Council member Tyler Dunegan made a motion to suspend the rules and remove items D&E, Greg Baker seconded. All were in favor.

After further discussion, the ordinance died from lack of motion.

Motion was made by Gary Cooper and seconded by Tyler Dunegan to approve the 2018 financial auditor. (see attached)

Joe Harris was not in attendance to give update on the Country Club Road intersection.

Gary Cooper gave update on drainage and flood control improvement.

Ed Richardson gave an update to the Council on progress with properties and concerns.

Sandra Brand then asked for the rules to be suspended and allow Kristy Lathem to speak regarding an ordinance. Linda Watson seconded.

Kristy spoke about the ordinance attached.

Motion was made by Greg Baker and seconded by Sandra Brand to table until next month.

Meyer and Ward
Certified Public Accountants
P.O. Box 1045
Wynne, AR 72396

May 22, 2018

Honorable Sally L. Wilson, Mayor
City of Osceola, Arkansas
City Hall
Osceola, AR 72370

We are pleased to confirm our understanding of the services we are to provide the City of Osceola, for the year ended December 31, 2018. 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, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Osceola as of and for the year ended December 31, 2018. 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 of Osceola'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 of Osceola 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. Management has elected to omit the MD&A. Our opinion will not be affected by the missing information. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Statement of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – General Fund
- 2) Statement of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – Street Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Osceola's financial statement. 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 we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statement:

- 1) Combining Balance Sheet Nonmajor Governmental Funds
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your governmental funds basic financial statements are fairly presented, in all material respects, in conformity with regulatory basis of accounting and your proprietary funds are in accordance with Generally Accepted Accounting Principles. We will also 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. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and will include tests of the accounting records of the City of Osceola and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, 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.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe 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, and 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. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Osceola is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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 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. However, we will inform the appropriate level of management of any material errors, 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. Our responsibility as auditors is limited to the period covered by our audit and does not extend to 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 may 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 Control

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.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. 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 and Government Auditing Standards.

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 of Osceola's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is

reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. 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 the accuracy and completeness of that information. 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 include adjusting the financial statements to correct material misstatements and for confirming to us in the written 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 affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud 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 government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. 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 (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) 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); and (4) 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 and providing report copies of 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 other 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.

Engagement Administration, Fees, and Other

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

We will provide copies of our reports to the City of Osceola; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Meyer & Ward, CPA, and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Arkansas Division of Legislative Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office 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 Meyer & Ward, CPA personnel. Furthermore, upon 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 date or for any additional period requested by Arkansas Division of Legislative Audit. If we are aware that a federal awarding agency 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.

We expect to begin our audit on approximately August, 1 2019 and to issue our reports no later than October 1, 2019. Hoda Ward is the engagement partner and is 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 plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), but will not exceed \$32,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. 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.

We appreciate the opportunity to be of service to the City of Osceola and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Meyer & Ward, CPA

RESPONSE.

This letter correctly sets forth the understanding of the City of Osceola:

Signature: _____

Title: _____

Date: _____

AN ORDINANCE CHANGING THE NAME OF THE OSCEOLA COMMUNITY CENTER TO BEAR THE NAME OF FORMER MAYOR DICKIE KENNEMORE. THE CENTER WILL BE CALLED THE DICKIE KENNEMORE OSCEOLA COMMUNITY CENTER.

WHEREAS, former Osceola Mayor completed 28 years in office as of December 31, 2018, and service to the City of Osceola;

WHEREAS, Mayor Kennemore also served the citizens of the City of Osceola on both the Osceola Public School Board of Directors and as a member of the City Council; and

WHEREAS, the City of Osceola benefitted from Mayor Kennemore's time in office; and

WHEREAS, Mayor Kennemore played a major role in the construction of the Osceola Community Center and the expansion of the Parks and Recreation Complex;

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

Section 1. That immediately upon passage of this ordinance, the Osceola Community Center will be renamed the Dickie Kennemore Osceola Community Center in honor of the former Mayor's years of service to his hometown.

Section 2. That the Mayor and the City Clerk are authorized to execute all things necessary to complete the immediate renaming of the building, including changing all appropriate signage, stationary, forms, and supplies bearing the Community Center name used by the staff in the operation of the Community Center.

PASSED AND ADOPTED this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

R

After announcements, motion was made by Greg Baker and seconded by Stan Williams to adjourn.

Sally Wilson, Mayor

A handwritten signature in black ink, appearing to read 'Jessica Griffin', written over a horizontal line.

Jessica Griffin, City Clerk/Treasurer

Jane Stanford – HR Director

Benefits gained at Arkansas Municipal League Convention:

Training and Professional Development

APAC- Arkansas Public Administration Consortium offers professional management training and certification programs for the public sector including local government. A few of the certifications offered are Arkansas Certified Public Manager, Certified Arkansas Planning Official Program, Certified Group Facilitator, Certified Volunteer Manager, Planning Official Trainings (for anyone involved in the work of planning such as Mayors, City Council Members, and Fire Chiefs). They also offer Professional Development Workshops in topics such as Writing for Business in the Public Sector, Project Management, Managing Conflict, Presentation Skills, and more.

University of Central Arkansas, Center for Community and Economic Development – CDI Central trains community and economic development professionals in Arkansas and surrounding states. They also host regional training events across Arkansas throughout the year such as: economic development, community development, place making, regionalism, diversity and communication workforce development, marketing/branding, leadership, interactive activities, and much more. Many times these are free of charge. We also can host one of these training events.

Human Resources

Changes that can/should be made to our handbook.

Animal Control

New ideas on how to handle pet overpopulation and at the same time running at large. The City of Cabot when issuing a citation for dog/cat running at large the owner is given the option of getting their pet spayed/neuter, if not already, and the fine will be null processed. A voucher is issued from the shelter to help pay a portion of the spay/neuter fee and they are given a period of time to have the pet spay/neutered. Upon returning to court with proof of the spay/neuter the ticket is null processed, if they have not completed the spay/neuter they are fined. This is proving to be working exceptionally well and the benefit in overpopulation is beginning to show.

Networking

It is essential for the City to meet vendors, federal and state organizations, as well as other municipalities to not only share ideas, but to help in the procurement of services, as well as grants and funding.

2019 85th Arkansas Municipal League Convention
Little Rock, AR

Attendee: Tim Jones

Attending this convention provided me the opportunity to network with people in the same field from other cities and towns in Arkansas. I was able to speak with them about ways they have been able to obtain grants and loans for their towns.

There was valuable information shared in "The Attempt to Privatize Municipal Water Systems and the Ramifications Involved" session that I attended. Tad Bohannon, Executive Director of Central Arkansas Water, spoke about the difference in rates between communities with a population of 2,500 residents compared to communities with a population greater than 10,000 residents. Larger communities are able to maintain lower rates due to a larger number of residents and industries. Therefore, the smaller communities must continually strive towards bringing in new industries and residents to grow. Osceola has made progress by providing water to Driver, Grider, and Victoria. We also provide water to Keiser as needed. We will diligently search for ways to continuously improve the current services provided for our residents.

OSCEOLA POLICE DEPARTMENT

Monthly Report for

June-19

**Ollie Collins
Chief of Police**

**OSCEOLA POLICE DEPARTMENT
GENERAL FUND INCOME
Jun-19**

<u>INCOME</u>	<u>June</u>	<u>Year to Date</u>
Bail Bond Fees	\$ 460.00	\$2,780.00
Bonds Paid to OMC	\$ 9,686.00	\$46,082.00
Credit Card Fees	\$ 57.00	\$273.00
Fines & Cost pd to OMC	\$ 11,338.50	\$72,623.64
Freedom of Information	\$ -	\$0.00
Interest Earned	\$ 1.04	\$4.63
Jail Maint. Fees	\$ -	\$0.00
Miscellaneous	\$ 5.00	\$7.00
Postage	\$ -	\$47.00
Rebate	\$ -	
Restitution to OPD	\$ -	\$0.00
Return Check Fee	\$ -	\$0.00
Sale of Vehicle/Equipment	\$ -	\$0.00
SCC/Civil Services	\$ -	\$100.00
Unclaimed Restitution	\$ -	\$0.00
Yard Sales	\$ 140.00	\$210.00
Sub-Total	<u>\$21,687.54</u>	<u>\$122,127.27</u>

DETENTION FACILITY INCOME:

ATM Commission	\$ -	\$0.00
Background Checks	\$ -	\$5.00
Employee Lunches	\$ 106.00	\$459.50
Fingerprints	\$ 65.00	\$280.00
Incident Reports	\$ 55.00	\$435.00
Jail Board	\$ -	\$0.00
Misc/Comm balances unclaimed	\$ -	\$0.00
Phone Commission (Evercom)	\$ -	\$0.00
Work Release	\$ 150.00	\$780.00
Sub-Total	<u>\$376.00</u>	<u>\$1,959.50</u>
Grand Total	<u>\$22,063.54</u>	<u>\$124,086.77</u>

STATUTE CODE STATISTICS

DATE: 07/02/2019
TIME: 09:50:01AM

Page 1 of 1

Statute Code Description	NI	AR	CT	TOTAL
AGGRAVATED ASSAULT	2	0	0	2
ARSON/ATTEMPTED	1	0	0	1
ASSAULT 1ST DEGREE(A)	1	0	0	1
ATTEMPT-BREAKING/ENTERING	1	0	0	1
ATTEMPTED BURGLARY	1	0	0	1
BATTERY 3RD DEGREE(A)	2	0	0	2
BREAKING & ENTERING(F)	12	0	0	12
BURGLARY/BREAKING ENTER(F)	9	0	0	9
CRIMINAL MISCHIEF 1ST(A)	7	0	0	7
CRIMINAL MISCHIEF 2ND	12	0	0	12
CRIMINAL TRESPASS UN\$520/OCC \$1020	5	0	0	5
DISORDERLY CONDUCT	7	0	0	7
DOMESTIC BATTERY 3RD(A)	3	0	0	3
ENGAGING VIOLENT GROUP ACTIVITY	2	0	0	2
FLEEING IN VEHILCE (A)	1	0	0	1
FRAUD/CREDIT CARD/ATM(A)	1	0	0	1
FURNISHING PROHIBITED ARTICLES	1	0	0	1
GENERAL INFORMATION (GENERAL PURPOSES	20	0	0	20
HARASSING COMMUNICATIONS(A)	3	0	0	3
HARASSMENT(A)	2	0	0	2
HIT & RUN	7	0	0	7
IDENTITY FRAUD	3	0	0	3
INTIMIDATING A WITNESS	1	0	0	1
LEAVING SCENE OF ACC./INJURY FELONY	1	0	0	1
NATURAL DEATH	1	0	0	1
OBSTRUCTING GOVERMENTAL OPERATIONS(C	1	0	0	1
POSS. OF CONT. SUBSTANCE	3	0	0	3
POSSESSING INSTRUMENTS OF CRIME(A)	1	0	0	1
RAPE	2	0	0	2
TERRORISTIC THREATS(A)	9	0	0	9
THEFT / ALL OTHER LARC(A)	18	0	0	18
THEFT/FROM MOTOR VEHICLE(A)	1	0	0	1
THEFT/RECV, BUYING, ETC(A)	1	0	0	1
THEFT/SHOPLIFTING(A)	2	0	0	2
THEFT-FELONY	2	0	0	2
UNAUTHORIZED USE OF VEHICLE (A)	1	0	0	1
VIOLATION OF PROTECTION ORDER(A)	1	0	0	1
	148	0	0	148

Total Reported Incidents Involving Domestic Violence: 0

Report_DeptStats2

KV10

OSECEOLA POLICE DEPARTMENT ARREST
JUNE

CHARGE	AMOUNT	YEAR TO DATE
ABANDONMENT OF ANIMALS	1	3
AGGRAVATED ASSAULT	2	18
AGGRAVATED ASSAULT ON POLICE OFFICER	0	1
AGGRAVATED ROBBERY	0	2
ALIAS ONLY	28	127
AMUSEMENT OPERATIONS	0	2
ARSON	0	1
ASSAULT 1ST	0	1
ASSAULT 3RD	0	2
ATTEMPTED BREAKING AND ENTERING	1	1
BATTERY 3RD	0	6
BREAKING & ENTERING	3	11
BURGLARY	0	7
BURNING IN CITY LIMITS	0	5
CARRYING A PROHIBITED WEAPON	1	4
CONTEMPT OF COURT FINE-OTHER DEPARTMENT	0	5
CONTEMPT OF COURT-RESTITUTION	0	1
CONTEMPT OF COURT-SUBPEONA	1	1
CONTEMPT OF COURT-TIME PAY	23	99
CONTEMPT OF COURT JAIL TIME	0	1
COUNTERFEITING/FORGERY	0	1
CRIMINAL IMPERSONATION	0	2
CRIMINAL MISCHIEF 1ST	0	3
CRIMINAL MISCHIEF 2ND	3	10
CRIMINAL TRESPASS	6	19
CRUELTY TO ANIMALS	0	5
CURFEW	0	5
DELIVERY OF A CONTROLLED SUBSTANCE	1	2
DISCHARGE FIREARM IN CITY LIMITS	0	3
DISORDERLY CONDUCT	10	34
DISORDERLY CONDUCT-FIGHTING	0	6
DISORDERLY CONDUCT-LOUD MUSIC	0	5
DOG ORD VIOLATION	5	23
DOMESTIC AGGRAVATED ASSAULT	0	3
DOMESTIC BATTERY 1ST	0	1
DOMESTIC BATTERY 2ND	0	2
DOMESTIC BATTERY 3RD	2	16
DWI 1ST	2	15
DWI 2ND	0	2
DWI-DRUGS	0	2
ENDANGERING THE WELFARE OF A MINOR	0	10
ENDANGERING THE WELFARE OF A MINOR-FELONY	0	8
ENGAGING IN VIOLENT GROUP ACTIVITY	0	2
FAILURE TO APPEAR	54	335
FAILURE TO SUBMIT TO ARREST	0	7
FELON IS POSSESSION OF FIREARM	0	9
FIREARM ENHANCEMENT	0	1

FLEEING ON FOOT	1	11
FLEEING IN VEHICLE	1	6
FRAUDULENT USE OF A CREDIT CARD	0	3
FURNISHING PROHIBITED ARTICLES	2	8
HARASSING COMMUNICATIONS	0	7
HARRASSMENT	0	3
HINDERING APPREHENSION	0	2
HOLD FOR OTHER DEPARTMENT	1	3
IDENTITY FRAUD	0	1
INTIMIDATING A WITNESS	1	1
LEAVING THE SCENE OF ACCIDENT WITH INJURY	1	2
LEAVING THE SCENE OF ACCIDENT WITH PROPERTY DAMAGE	1	2
MINOR IN POSSESSION FIREARM	1	6
MINOR IN POSSESSION OF INTOXICATING LIQUOR	2	2
MINOR IN POSSESSION OF TOBACCO	0	1
MURDER 1ST DEGREE	0	2
MURDER 2ND DEGREE	0	1
NON SUPPORT	1	2
OBSTRUCTION OF GOVERNMENTAL OPERATIONS	4	26
OPEN CONTAINER IN VEHICLE	0	5
ORDER TO SHOW CAUSE-OTHER DEPT	0	3
PAROLE VIOLATION	2	9
PIT BULL ORDINANCE	0	2
POSS OF CONTROLLED SUBSTANCE	4	34
POSS OF CONTROLLED SUBSTANCE WITH OUT PRESCRIPTION	0	7
POSS OF CONTROLLED SUBSTANCE WITH OUT PRESCRIPTION-MISD	0	7
POSS OF CONTROLLED SUBSTANCE SCHED I,II METH	0	2
POSS DRUG/PARAPHERNALIA-MISD (A)	0	7
POSS DRUG/PARAPHERNALIA-MISD-FELONY	0	3
POSS OF INSTRUMENTS OF CRIME	1	18
POSSESSION OF MARIJUANA 1ST	0	33
POSSESSION OF MARIJUANA 2ND OFF	0	1
PROBATION VIOLATION	1	6
PUBLIC INTOXICATION	2	23
RAPE	1	2
RUNAWAY	1	1
RESISTING ARREST	0	9
SEXUAL ASSAULT/BATTERY 1ST	0	1
SEX OFFENDER-FAIL TO REGISTER	0	6
SIMULTANEOUS POSS DRUGS & FIREARMS	0	2
STALKING	0	3
TAMPERING WITH EVIDENCE	0	6
TAMPERING WITH MONITORING DEVICE	0	1
TERRORISTIC ACT	0	4
TERRORISTIC THREATS	1	8
TERRORISTIC THREATS-FELONY	0	1
THEFT	2	21
THEFT-FELONY	0	9
THEFT OF CREDIT CARD	0	12
THEFT OF A FIREARM	1	2
THEFT BY RECEIVING	2	2
THEFT/SHOPLIFTING	2	4
UNAUTHORIZED USE OF A MOTOR VEHICLE	0	6
UNSIGHTLY PROPERTY	0	1
VICIOUS DOG	0	3

VIOLATION OF ARKANSAS HOT CHECK LAW
VIOLATION OF A NO CONTACT ORDER
VIOLATION OF PROTECTION ORDER

0 4
0 4
1 1

TOTAL

179 1178

OSCEOLA POLICE DEPARTMENT

JUNE

OFFICERS	ACCIDENTS	YTD	SUBPOENAS	YTD
Collins,O	0	0	0	0
Carr,M	4	5	0	10
Dunkin,D	0	4	0	0
Dunn,G	1	2	0	11
Ephlin,J	0	3	0	18
Faulkner,J	0	5	0	6
Foster, B	0	0	0	0
Gonzalez	1	6	0	1
Hamilton	0	0	0	4
Henry, J	0	0	0	0
Hodges	0	0	0	0
Miller,C	0	6	0	0
Moreira,B	1	18	0	28
Newell,C	0	0	0	0
Pollock,	0	2	0	3
Rumbaugh	0	1	0	2
Scatigna,V	1	10	0	4
Scrivner,T	0	5	0	0
Standefer,T	0	2	0	0
Vaughn,C	2	8	8	39
Reserves	0	0	0	0
Washington,P	1	4	0	0
Weldon, J	2	13	0	56
White,J	0	0	0	0
Williams, L	1	13	0	2
Williams,R	0	0	0	2
TOTALS	14	107	8	186

<u>ACCIDENTS INVESTIGATED</u>	<u>JUNE</u>	<u>YTD</u>
Property Damage	11	88
Personal Injury	1	18
Excessive Speed	0	0
Alcohol Related	0	1
DWI-Drugs	0	0
Fatality	0	0
Pedestrian	0	0
TOTALS	12	107

070000

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE 7-1-19

	CURRENCY	COINS	CHECKS LIST EACH SEPARATELY	DOLLARS	CENTS
1			CITY	106	00
2				932	04
3					
4					
5					
6					
7					
8					
9					
10					
11			TP 11,338.22		
12			EP 9,686		
13			21,024.50		
14					
15			TP 106		
16			EP 927		
17			TP 1,511		
18			EP 1,511		
19			1039.04		
20					
21			TP 531		
22			EP 3019		
23					
24					
25					
26					
27					
28					
PLEASE RE-ENTER TOTAL HERE				TOTAL	1039.04

CITY OF OSCEOLA
GENERAL FUND
P.O. BOX 443
OSCEOLA, AR 72370

BancorpSouth
Right Where You Are
INFOLINE 1-888-797-7711

\$

21039.04

TOTAL
ITEMS

CHECKS AND OTHER ITEMS
ARE RECEIVED FOR DEPOSIT
SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMERCIAL
CODE OR ANY APPLICABLE
COLLECTION AGREEMENT.
DEPOSITS MAY NOT BE AVAIL-
ABLE FOR IMMEDIATE WITH-
DRAWAL.

81-482/841
548

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. IF CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

070000

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE 7-1-19

	CURRENCY	COINS	CHECKS LIST EACH SEPARATELY	DOLLARS	CENTS
1			CITY	21,024	50
2					
3					
4					
5					
6					
7					
8					
9					
10					
11			TP 11,338.22		
12			EP 9,686		
13			21,024.50		
14					
15					
16					
17			TP 531		
18			EP 3019		
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
PLEASE RE-ENTER TOTAL HERE				TOTAL	21,024.50

CITY OF OSCEOLA
GENERAL FUND
P.O. BOX 443
OSCEOLA, AR 72370

BancorpSouth
Right Where You Are
INFOLINE 1-888-797-7711

\$

21024.50

TOTAL
ITEMS

CHECKS AND OTHER ITEMS
ARE RECEIVED FOR DEPOSIT
SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMERCIAL
CODE OR ANY APPLICABLE
COLLECTION AGREEMENT.
DEPOSITS MAY NOT BE AVAIL-
ABLE FOR IMMEDIATE WITH-
DRAWAL.

81-482/841
548

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. IF CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

OSCEOLA POLICE DEPARTMENT
BONDS & FINES ACCOUNT
Jun-19

Checkbook Balance	\$	1,392.00	
Bonds Payable	\$	1,392.00	
General	\$	-	
Checks & Deposit Slips	\$	-	
			<u>1,392.00</u>

TIME PAYMENTS SUMMARY

Accounts Receivable	5/31/2019	\$ 1,615,799.80
---------------------	-----------	-----------------

New charges	\$ 16,375.00
Finance charge	\$14,820.00

Appeals
 Bond Transfer
 Community Service
 Finance Charge Adj.
 Jail Time Credits
 Paid on account
 Suspended OMC
 Vendor Credit

\$	
\$	
\$	
\$	
\$	
\$	2,577.00
\$	10,483.50
\$	4,432.70
\$	

\$ 31,195.00

\$ 17,493.20

Accounts Receivable	6/30/2019	<u>\$ 1,629,501.60</u>
---------------------	-----------	------------------------

Bonds & Fines June 2019

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			5,741.54
Checks and Payments	6	Items	-440.00
Deposits and Other Credits	22	Items	18,450.07
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			23,751.61

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			23,751.61
Checks and Payments	44	Items	-23,920.61
Deposits and Other Credits	1	Item	1,561.00
Register Balance as of 7/16/2019:			1,392.00
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			1,392.00

Bonds & Fines June 2019

Bonds & Fines
7/16/2019

Page 2

Uncleared Transaction Detail up to 7/16/2019

Date	Num	Payee	Memo	Category	Clr	Amount
Uncleared Checks and Payments						
5/14/2010	3552	Ronald Simmons	08-3445 Scott Bateman	Restitution		-1.30
6/17/2010	3568	Fred's	91-320 Frank Bailey	Restitution		-35.10
6/30/2010	3580	Pafford Medical Services	10-1657 Bobby Sellars	Restitution		-150.00
7/16/2010	3592	Tuesday Morris	06-6090 Walter McFarland	Restitution		-5.00
7/16/2010	3593	Daniel Thomas	10-613 Jamar Woodson	Restitution		-20.00
12/16/2010	3679	Fred's	98-226 Marcia Williams ...	Restitution		-89.41
11/30/2011	3859	Fred's	96-6225 Tina Johnson	Restitution		-58.41
8/17/2012	4024	Olivia Crisp	12-600 Blake Wright	Restitution		-10.00
8/17/2012	4030	Carolyn Robinson	10-1188 Prince Robinson	Restitution		-5.00
10/19/2012	4058	Kedrick Bolton	09-591 Alisha Cody	Restitution		-20.00
10/30/2012	4073	Daniel Thomas	10-613 Jamar Woodson	Restitution		-1.94
12/14/2012	4095	Osceola Animal Hospital	10-4095 Marcus Lewis	Restitution		-83.45
2/15/2013	4120	Joann McCadney	11-3803 Tommy Davis	Restitution		-125.00
2/15/2013	4121	Osceola Animal Hospital	11-4540 Brian Thomas	Restitution		-85.00
4/19/2013	4150	Barbara Donn	07-2834 James Harper	Restitution		-100.00
5/16/2013	4164	Barbara Donn	07-2834 James Harper	Restitution		-53.70
10/17/2014	4414	Fred Riley	07-224 J. Long	Restitution		-50.00
7/16/2015	4568	Janelle Vornes	14-1080 D.Gilmore	Restitution		-5.00
10/26/2015	4632	Danny Seaton	NSB Overpayment Rec#...	Refund		-30.00
2/29/2016	4718	Kevin Beecham	06-5233 C. Ware	Restitution		-2.00
2/29/2016	4721	PJ's Food Mart	13-592 Bennie Cannon, ...	Restitution		-5.00
2/29/2016	4723	Ronald Simmons	08-3445 Scott Bateman	Restitution		-1.01
4/15/2016	4766	Wal-mart	15-517 A. Askew	Restitution		-80.00
11/30/2016	4895	Verna Henderson	10-1142 G. Rose	Restitution		-80.00
1/13/2017	4918	Thomas Pate	96-6238 C. Davis	Restitution		-60.00
2/17/2017	4933	Thomas Pate	96-6238 C. Davis	Restitution		-15.00
3/17/2017	4948	Thomas Pate	96-6238 C. Davis	Restitution		-70.00
5/26/2017	4986	Eloise McLaurin	12-747 C Cannon	Restitution		-40.00
7/18/2017	5008	Margaret Long	Overpaid for Inc rpt	Misc		-20.00
2/28/2018	5079	Randy Nichols	15-1579 L. Wandicks	Restitution		-15.00
3/30/2018	5086	Christopher Martin	M. Johnson 13-2073	Restitution		-5.00
3/30/2018	5090	Randy Nichols	15-1579 L. Wandicks	Restitution		-15.00
5/31/2018	5111	Randy Nichols	15-1579 L. Wandicks	Restitution		-5.00
7/31/2018	5127	Mona Decamp	14-2203 Tina Ashley	Restitution		-25.00
8/30/2018	5141	Mona Decamp	14-2203 Tina Ashley	Restitution		-50.00
8/30/2018	5146	Randy Nichols	15-1579 L. Wandicks	Restitution		-10.00
9/28/2018	5153	Mona Decamp	14-2203 Tina Ashley	Restitution		-26.75
7/1/2019	5249	Omco		Paid on Account		-21,024.50
7/1/2019	5250	OPD		Bail Bond Fees		-933.04
7/1/2019	5251	City Of Osceola	R. Bohannon 2015-739	Restitution		-40.00
7/1/2019	5252	OMC	Drug Fee	Restitution		-305.00
7/1/2019	5253	Larry Hannah	15-2762 G. Rose	Restitution		-100.00
7/1/2019	5254	Myranda Williams	17-1193 D. Marshall	Restitution		-40.00
7/1/2019	5255	Osceola Light Power	13-2073 M. Johnson	Restitution		-25.00
Total Uncleared Checks and Payments				44 Items		-23,920.61
Uncleared Deposits and Other Credits						
7/1/2019	DEP			Paid on Account		1,561.00
Total Uncleared Deposits and Other Credits				1 Item		1,561.00
Total Uncleared Transactions				45 Items		-22,359.61



548

BancorpSouth

Member FDIC

CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
401 W KEISER AVE
OSCEOLA AR 72370-3638

32/6

STATEMENT DATE
06/30/19
ACCOUNT NUMBER
015-407-5

INFOLINE 1-888-797-7711

BEGINNING MAY 1, ADDITIONAL TRANSACTION DETAIL WILL BE
PROVIDED ON YOUR BUSINESS ACCOUNT STATEMENT FOR ACH
TRANSACTIONS POSTED ON OR AFTER THIS DATE.

***** CHECKING ACCOUNT SUMMARY *****		
PREVIOUS BALANCE	5,741.54	AVERAGE BALANCE
+ 21 CREDITS	18,449.45	15,002
- 6 DEBITS	440.00	YTD INTEREST PAID
- SERVICE CHARGES	.00	3.87
+ INTEREST PAID	.62	
ENDING BALANCE	23,751.61	

DAYS IN PERIOD

30

***** CHECKING ACCOUNT TRANSACTIONS *****			
DEPOSITS AND OTHER CREDITS			
DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
06/03	1,170.00	DEPOSIT	
06/05	118.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
06/05	126.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
06/05	326.95	BANKCARD 1187 54971187SD	
		517530860126945 BTOT ADJ	CCD
06/06	103.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
06/07	103.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
06/07	2,489.00	DEPOSIT	
06/10	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
06/10	879.00	DEPOSIT	
06/12	50.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
06/12	103.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
06/12	119.50	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD



548

BancorpSouth

Member FDIC

CITY OF OSCEOLA
POLICE DEPT BONDS AND FINES
401 W KEISER AVE
OSCEOLA AR 72370-3638

32/6
PAGE 2

STATEMENT DATE
06/30/19
ACCOUNT NUMBER
015-407-5

***** CHECKING ACCOUNT TRANSACTIONS *****
DEPOSITS AND OTHER CREDITS

DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
06/14	653.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
06/14	3,948.00	DEPOSIT	
06/17	168.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
06/18	2,165.00	DEPOSIT	
06/21	1,290.00	DEPOSIT	
06/24	459.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
06/24	798.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
06/24	2,168.00	DEPOSIT	
06/28	1,160.00	DEPOSIT	
06/28	0.62	IOD INTEREST PAID	

CHECKS

DATE..	CHECK NO.....	AMOUNT	DATE..	CHECK NO.....	AMOUNT
06/26	5243*	40.00	06/12	5246	50.00
06/11	5244	225.00	06/26	5247	10.00
06/05	5245	100.00	06/26	5248	15.00

***** DAILY BALANCE SUMMARY *****

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
05/31	5741.54	06/10	11009.49	06/18	17940.99
06/03	6911.54	06/11	10784.49	06/21	19230.99
06/05	7382.49	06/12	11006.99	06/24	22655.99
06/06	7485.49	06/14	15607.99	06/26	22590.99
06/07	10077.49	06/17	15775.99	06/28	23751.61

***** INTEREST RATE SUMMARY *****

EFF-DATE	RATE	EFF-DATE	RATE
----------	------	----------	------

05-31-19 0.00050000

Open Bonds Report

DATE: 07/01/2019

TIME: 10:47:20AM

Dates From: 1/1/2000 Thru: 6/30/2019

Page 1 of 1

Name	Receipt	Bond Amount	Address	Address	Jacket	R a c e	S e x
ALI, NAVROZ HASSAN	115923	\$127.00	215 FEDERAL ROW DRIVE	COLLIERVILLE, TN. 38017-	48229	U	M
Court Date: 07/08/2019		Charge: 27-51-201 - SPEEDING		Bond Date: 06/21/2019			
WILLIAMS, CARL L	115947	\$70.00	405 W CANAL	LUXORA, AR. 72358-	48278	B	M
Court Date: 07/01/2019		Charge: 27-37-702 - NO SEAT BELT		Bond Date: 06/26/2019			
DOPELAND, VIRGINIA ROWLAND	115950	\$265.00	3695 W CO RD 780	OSCEOLA, AR. 72370-	11256	W	F
Court Date: 07/07/2019		Charge: 27-16-602 - NO DRIVERS LICENSE 165/215/265		Bond Date: 06/27/2019			
DOLEMAN, XYLAN	115967	\$70.00	213 W WASHINGTON	OSCEOLA, AR. 72370-	42322	B	M
Court Date: 07/01/2019		Charge: 27-37-702 - NO SEAT BELT		Bond Date: 06/30/2019			
ONES, REGINDEL	9921769	\$860.00	554 CHILDRESS	OSCEOLA, AR. 72370-	35361	B	M
Court Date:		Charge: 27-16-303 - DRIVING ON SUSPENDED/REVOKED LICENSE		Bond Date: 02/11/2012			
Total Count: 5			Total Open Bonds: \$ 1,392.00				

Osceola Community Center

Osceola Municipal Golf Course

Director: Michael Ephlin

June 2019 Report

- **Community Center**
- **Golf Course**
- **OPAR's Tip Tap Toes Dance Class**
- **Arkansas Highway Department Tap Grant (New**
- **OPAR Spring Sport: Youth Baseball & Softball**
- **Rosenwald Center**
- **Osceola Dog Park**
- **4th of July Celebration**
- **Splash Pad in Irma Belcher Park**
- **Master Plan: Water Park**

Community Center

At our community center, memberships for July are looking steady. Jessie Phillips is teaching dance 2 fit on Monday and Thursday nights in the little gym. I spoke with a consultant with Hybrid Energy Consultants about retro fitting the whole community center with LED lighting. The total cost of the project would be \$20,794.00. He estimates that it will save us \$23,069 in

savings in the first year so it looks like it would pay for itself in a year. This would be new money so it will be something that everyone would have to talk about and see if it worth the investment. It would definitely be a upgrade for our center.

Golf Course

Our golf course has 33members. 45 of the 50 cart sheds are rented at this time. We are seeing some pick up in the afternoons and weekends at the course. Dylan and his crew are having Thursday night scrambles with great participation. We have the Ducks Unlimited Tournament and the B Winston Memorial Tournament coming up at the first of August. If you get a chance, come out and see the course....it is beautiful.

OPAR's Tip Tap Toes Dance Class

OPAR's Tip Tap Toes Dance class will start registering the latter part of July for their new year of dance that is offered to the kids of our city. Robin does an awesome job and we look forward to partnering with her again this year.

Arkansas Highway Department Tap Grant

DKB construction has been paid their final payment and a reimbursement has been sent to the state for our portion back. It is great to see everyone using our new walking trail and it is a great addition to our city.

OPAR Spring Sport: Youth Baseball & Softball

On June 21st, 22nd and 23rd Osceola hosted the 7 & 8 Year Old Coach Pitch State Tournament. Osceola hosted 17 teams to our great city for 4 days of baseball. We had teams eat in our restaurants, buy merchandise in our stores and stay at our hotels. Our economy was definitely stimulated with this tournament and that is what it is all about. Bringing people to our city and showcasing what we have to offer.

Rosenwald Center

OPAR has been busy renting the Rosenwald Building in the month of June and July. The building has been rented 15 different times in those months. Mostly it has been rented on the weekend. We have hosted State Representative Monte Hodges for a public forum. The Brotherhood of Osceola had their annual homecoming event and there was a father's day bash

for our youth just to name a few. OPAR has also made some improvements to the center including a new stage and some concrete work inside the building. Mrs. Parnell bought some bushes that were planted in front of the building which look nice. Anyone interested in renting the Rosenwald Center can contact the Osceola Community Center at 870-563-2462.

Osceola Dog Park

OPAR in conjunction with members of the Dog Park committee held a raffle for a freezer full of food and it was successful. We made about \$1,400 off of the raffle. That leaves us with about \$2,500 left to put the fence up. Slowly but surely this dog park is going to become reality!!!

4th of July Celebration

On Thursday July 4th, Osceola lit up the sky for our annual 4th of July Fireworks celebration. What a show!!! Employees of OPAR worked for 5 days inspecting tubes, loading fireworks and prepping the show. Everything went off without a hitch and everything ended safely. It is a great amenity that the city of Osceola is able to offer this for our city!!!

Splash Pad in Irma Belcher Park

Osceola Parks and Recreation crews worked hard getting the splash pad ready for the summer season. The splash pad had to be re-programmed but that was the extent of any trouble we had. We do have some minor concrete work that has to be done to keep the concrete from chipping. We are going to try and do that in house. The splash pad opened on Monday May 27th.

Master Plan: Water Park

I would like to take this time to ask each and every one of you to start brainstorming ways that we can revisit our master plan: water park idea. I feel that we are missing the boat with this idea and I feel that it would be very beneficial to our city and would really boost our quality of life. As you know we tried to pass a 1 cent sales tax last year to fund the project and it was defeated. As you know our sales tax has doubled and really almost tripled since the workers are here building the industry that has located here. I feel that we are missing the boat on this idea and I feel that it is still not too late to do something about it. I challenge you to come up with ideas so we can revisit this project in the very near future. This would be just another improvement to our great city and another quality of life amenity that would benefit all of the great citizens of our awesome community!!!!

**“Great Things Are Happening At Osceola Parks And Recreation, Come
Out And Be A Part”.**

Code Enforcement Agenda

July 22, 2019

1. June/July Inspection Report

LOT 1 Juniper	Plumbing Final	Passed
LOT 2 Juniper	Plumbing Final	Passed
LOT 3 Juniper	Plumbing Final	Passed
LOT 4 Juniper	Plumbing Final	Passed
LOT 5 Juniper	Plumbing Final	Passed
LOT 6 Juniper	Plumbing Final	Passed
LOT 23 Everygreen	Plumbing Rough/in	Passed
820 North Gate	Gas inspection	Passed
LOT 21 Everygreen	Electric Rough/in	Passed
LOT 22 Everygreen	Electric Rough/in	Passed
LOT 21 Everygreen	Hvac Rough/In	Passed
LOT 22 Everygreen	Hvac Rough/In	Passed
Office Juniper	Electric Rough/in	Passed
LOT 23 Everygreen	Hvac Rough/In	Passed
LOT 24 Everygreen	Hvac Rough/In	Passed
LOT 7 Juniper	Electric Final Inspection	Passed
LOT 8 Juniper	Electric Final Inspection	Passed
LOT 9 Juniper	Electric Final Inspection	Passed
LOT 10 Juniper	Electric Final Inspection	Passed
LOT 11 Juniper	Electric Final Inspection	Passed
LOT 7 Juniper	Plumbing Final Inspection	Passed
LOT 8 Juniper	Plumbing Final Inspection	Passed
LOT 9 Juniper	Plumbing Final Inspection	Passed

Case Detail Report

7/1/2019 - 7/16/2019

Case #	Case Date	Assigned To	Main Status	Date of Violation	Violation Type	Description	Correction of Violation By	Owner Name	Parcel Address
190034	7/15/2019	Ed Richardson	Open	7/15/2019	Property Maintenance Code	Overgrown Lot	7/31/2019	Billy Joe Denton/Little Custom Homes	1700 N Pearl
190033	7/15/2019	Ed Richardson	Open	7/15/2019	Property Maintenance Code	Overgrown Lot	7/31/2019	Billy Joe Denton/Little Custom Homes	1610 N Pearl
190032	7/15/2019	Ed Richardson	Open	7/15/2019	Property Maintenance Code	Overgrown Lot	7/31/2019	Billy Joe Denton/Little Custom Homes	1608 N. Pearl
190031	7/15/2019	Ed Richardson	Open	7/15/2019	Property Maintenance Code	Overgrown Lot	7/31/2019	Billy Joe Denton/Little Custom Home	1606 N. Pearl
190030	7/15/2019	Ed Richardson	Open	6/21/2019	Property Maintenance Code	Overgrown Lot	7/31/2019	Billy Joe Denton/Little Custom Homes	1604 N. Pearl
190029	7/15/2019	Ed Richardson	Open	6/21/2019	Property Maintenance Code	Overgrown Lot	7/31/2019	Billy Joe Denton/Little Custom Homes	1602 N. Pearl
190028	7/12/2019	Ed Richardson	Open	7/11/2019	Property Maintenance Code	Trees cut and piled behind west elm school. 138 South Franklin west side of bldg.	7/31/2019	Osceola School District	Old West Elementary School
190027	7/12/2019	Ed Richardson	Open	5/15/2019	Property Maintenance Code	Overgrown yard/Dilapidated House	7/31/2019	Charles & Mary Wynne Jr.	700 West Washington
190026	7/12/2019	Ed Richardson	Open	6/19/2019	Property Maintenance Code	Overgrown yard/vacant house	7/31/2019	Eddie J. Finley or Heirs	312 Myron Kelly Dr.
190025	7/10/2019	Ed Richardson	Open	7/10/2019	City Ordinance	Overgrown Yard/Dilapidated House	7/31/2019	IACAMPO PROPERTIES II LLC	217 Veasley St.
190024	7/10/2019	Ed Richardson	Open	7/10/2019	Property Maintenance Code	YARD FILLED WITH UNSIGHTLY ITEMS	7/31/2019	Harshman	102 Mockingbird
190023	7/10/2019	Ed Richardson	Open	7/10/2019	City Ordinance	Overgrown Lot	7/31/2019	South Pearl Street Rentals LLC	526 S. Pearl
190022	7/8/2019	Ed Richardson	Open	7/8/2019	City Ordinance	Overgrown Lot	7/31/2019	South Pearl Street Rentals LLC	527 S. Pearl
190021	7/8/2019	Ed Richardson	Open	7/8/2019	City Ordinance	Overgrown lot	7/31/2019	South Pearl Street Rental LLC	520 S. Pearl
190020	7/8/2019	Ed Richardson	Open	7/8/2019	City Ordinance	Overgrown Lots	7/31/2019	South Pearl Street Rentals LLC	517 S. Pearl
190019	7/5/2019	Ed	Open	7/5/2019	Property	Overgrown	7/31/2019	Jo A. &	123 Shadow

		Richardson			Maintenance Code	yard/vacant house		Lesley G. Brinkley	Ln.
190018	7/5/2019	Ed Richardson	Open	7/5/2019	City Ordinance	Overgrown Lot	7/31/2019	Steve Benson	108 Mimosa
190017	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Overgrown yard/vacant house	7/31/2019	Taylor Percy Revocable	532 West Johnson
190016	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Overgrown yard/vacant house	7/31/2019	James Rogers	154 Mockingbird
190015	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Overgrown yard/vacant house	7/31/2019	Rita T. Davison	119 Oakshire
190014	7/5/2019	Ed Richardson	Open	7/5/2019	City Ordinance	Overgrown Lot	7/31/2019	Arron S. Hill & Noah Hill Sr.	130-132 Oakshire
190013	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Overgrown yard/vacant house	7/31/2019	Edward Lawrence	116 West Cheryl
190012	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Overgrown yard/House needs work	7/31/2019	Dorothy B. Parnell	145 Cherry Dr.
190011	7/5/2019	Ed Richardson	Open	7/5/2019	City Ordinance	Overgrown lot	7/12/2019	Dennis Gains Jr.	403 East Bard
190010	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Black Mold in Building	7/31/2019	Afzal Traders LLC	Old Mobile Station
190009	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Family Dollar/Gateway Shopping Mall	7/31/2019	Afzal Traders LLC	720 South Ermen Ln/Hwy 140 Keiser Ave.
190008	7/5/2019	Ed Richardson	Open	7/5/2019	Property Maintenance Code	Overgrown yard/dilapidated hse	7/31/2019	Barbara Coleman	303 North Pearl
190007	7/3/2019	Ed Richardson	Open	7/3/2019	Property Maintenance Code	Dilapidated building	7/31/2019	Aljadwa Delya Hameed	406 South Broadway
190006	7/3/2019	Ed Richardson	Open	7/3/2019	Property Maintenance Code	overgrown yard/dilapidated house	7/31/2019	Jimmy Luckie/Linda F. Luckie	415 West Bard
190005	7/3/2019	Ed Richardson	Open	7/3/2019	City Ordinance	Overgrown abandon lot	7/31/2019	Simon Langston	100 Dixon (rear)
190004	7/3/2019	Ed Richardson	Open	7/3/2019	City Ordinance	overgrown abandon lot	7/31/2019	Harold T. Hendrix Esate	702 St. John
190003	7/3/2019	Ed Richardson	Open	7/3/2019	City Ordinance	Overgrown Abandon Lot	7/31/2019	Betty L. Rose	601 East Bard
190002	7/3/2019	Ed Richardson	Open	7/3/2019	City Ordinance	OVERGROWN ABANDON LOT	7/31/2019	Carol Nash	2002 Willow Street
190001	7/2/2019	Ed Richardson	Open	7/2/2019	City Ordinance	overgrown grass	7/31/2019	Frances Scott	127 W. Alicia St.

Total Records: 34

7/16/2019

Page: 1 of 1

ANIMAL CONTROL REPORT

JUNE 2019

MONTH	YTD
DOGS 10	77
CATS 15	54
OTHER 0	4
TOTAL 25	135

COMPLAINTS 51	266
CITATIONS 0	20
VERBAL WARNINGS <u>10</u>	73
WRITTEN WARNINGS 6	29
DOG/CAT BITES 0	1

SUBMITTED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

Osceola Light & Power This Month In Addition To Regular Operations Of The System: JUNE 2019:

1. Installed 4 Poles, and Removed 4.
2. Installed 4 Transformers and Removed 5.
3. Installed 12 Services, Removed 14 and Repaired 8.
4. Installed 11 St. Lights, Removed 6 and Repaired 17.
5. Worked on line maintenance through the system.
6. Line Locates reported 20.
7. Cut Trees from power lines.
8. Completed installation and connection of St. Lights at Pine Cottage.
9. Checked all capacitors & oil switches and repaired when needed.
10. Repaired pump station on Greenbriar.

Meter Service Orders For The Month Of JUNE 2019:

1. Connects	56
2. Disconnects	76
3. Meter Changes	07
4. Occupant Changes	40
5. Re-instates	43
6. Service Changes	13
7. Misc.	04
8. Meter Info	01
9. Re-Reads	05
10. <u>Check For Leaks</u>	<u>05</u>
Total Orders	250

OSCEOLA FIRE DEPARTMENT MONTHLY FIRE REPORT 2019

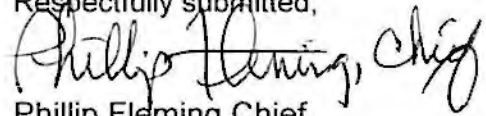
The Osceola Fire Department responded to (15) alarms in the month of June
The runs are as follows:

	MONTH	YTD
STRUCTURE FIRES	4	31
VEHICLE FIRES	1	3
BRUSH/GRASS	1	9
TRASH FIRES	1	9
ARC. ELEC. EQUIP	0	0
UTIL. ELEC. EQUIP	0	1
RURAL FIRES	0	0
MUTUAL AID	0	1
RESCUE	1	6
SMOKE SCARE	0	3
SPILL/LEAKS	0	2
FLAM. GAS	0	0
ALARM MALFUNC	4	9
MAL. FALSE ALARM	3	3
UNINT. FALSE ALARMS	0	3
TOTALS	15	80

Total dollar loss estimated from fires in structures for the month of June
\$6,500.00

Script cost in class time	\$200.00
Script cost in alarms	\$160.00
Total Script Cost	\$360.00
Injuries	0
Deaths	0

Respectfully submitted,


Phillip Fleming, Chief
Osceola Fire Dept.

June 2019	Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)	Budget	50%
Revenue:					
01 - Osceola Light & Power	8,566,073	8,214,391	(351,682)	17,934,123	46%
02 - City General Fund	1,781,417	1,925,232	143,815	4,261,733	45%
03 - Street Fund	269,238	278,078	8,840	538,471	52%
04 - Sanitation Fund	481,278	496,162	14,884	962,551	52%
Total Funds	11,098,006	10,913,862	(184,143)	23,696,878	46%
Operating Expense:					
01 - Osceola Light & Power	7,889,081	7,959,407	(70,326)	15,778,556	50%
02 - City General Fund	2,850,727	3,013,968	(163,241)	5,510,556	55%
03 - Street Fund	516,426	484,303	32,123	1,172,319	41%
04 - Sanitation Fund	561,940	559,101	2,839	1,123,882	50%
Total Funds	11,818,174	12,016,778	(198,605)	23,585,313	51%
Capital Exp & Reserves:					
01 - Osceola Light & Power	-	-	-	-	N/A
02 - City General Fund	-	-	-	-	N/A
03 - Street Fund	-	-	-	-	N/A
04 - Sanitation Fund	-	-	-	-	N/A
Total Funds	-	-	-	-	N/A
Impact to Surplus:					
01 - Osceola Light & Power	676,992	254,984	(422,008)	2,155,567	12%
02 - City General Fund	(1,069,310)	(1,088,736)	(19,426)	(1,248,823)	87%
03 - Street Fund	(247,188)	(206,225)	40,962	(633,848)	33%
04 - Sanitation Fund	(80,662)	(62,939)	17,723	(161,331)	39%
Total Funds	(720,168)	(1,102,916)	(382,748)	111,565	

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-101	INACTIVE	0.00
01-102	FNBEA-OMLP SAVINGS(4591)	604,895.44
01-104	MISC CASH ACCOUNTS	4,154.10
01-105	REGIONS-OMLP GENERAL(0093)	20,690.70
01-106	FNBEA-OMLP GENERAL(9937)	3,900.21
01-107	CASHIER'S FUND	1,500.00
01-108	REGIONS-OMLP PAYROLL(5913)	794.18
01-110	ACCOUNTS RECEIVABLE	1,722,649.87
01-111	RETURNED CHECKS	0.00
01-112	ALLOWANCE FOR DOUBTFUL ACCOUNT	0.00
01-113	AMP ACCOUNTS RECEIVABLE	87.96
01-114	PREPAID INSURANCE	7,148.00
01-115	BANCORP-OMLP GENERAL(0473)	12,819.44
01-116	BANCORP-OMLP PAYROLL(9969)	4,701.82
01-117	BANCORP-OMLP TRANSFER(8387)	0.00
01-120	COAL STOCKPILE	0.00
01-121	INVENTORY - GAS AND OIL	0.00
01-122	INVENTORY - MATERIAL & SUPPLIE	964,576.42
01-123	AR-OTHER	0.00
01-124	A/R - UNBILLED	711,910.70
01-125	1996 BOND ISSUE DISCOUNT	0.00
01-128	2003 BOND ISSUE DISCOUNT	0.00
01-130	DUE TO/FROM OTHER FUNDS	2,842,340.70
01-142	2018 BOND FUND	264,510.56
01-143	2018 BOND PROJECT FUND	2,392,693.07
01-144	2014 BOND FUND	0.00
01-147	2014 BOND CONSTRUCTION FUND	0.00
01-148	2015 BOND FUND	36,760.86
01-149	2015 BOND PROJECT FUND	72,000.00
01-151	2003 BOND DEBT SERVICE RES	0.00
01-152	2003 BOND FUND	0.00
01-156	2007 BOND FUND	87,701.56
01-157	2007 BOND DEBT SERVICE RES	0.00
01-172	2003 BOND ISSUE COSTS	0.00
01-173	2003 BOND ISSUE DISCOUNT	0.00
01-174	2007 BOND PROJECT FUND	0.00
01-175	2007 BOND ISSUE COSTS	0.00
01-176	INACTIVE	0.00
01-178	2015 BOND ISSUE COSTS	0.00
01-179	2011 BOND ISSUE COSTS	0.00
01-180	2014 BOND ISSUE COSTS	0.00
01-181	ELECTRIC POWER PLANT	22,678,704.73
01-182	ISES PLANT	5,848,880.87
01-183	WATER PLANT	8,606,207.60
01-184	RES FOR DEPR ELECT & WATER PLA	(27,737,748.25)
01-185	TOOLS AND EQUIPMENT	383,907.66
01-186	NEW SEWER SYSTEMS	8,847,789.64
01-187	NEW SEWER CONST CROMPTON	438,266.61
01-188	LAND PLANT SITE	203,970.50

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-189	AUTO & TRUCKS	2,360,278.51
01-190	RES FOR DEPR AUTO & TRUCKS	(1,920,498.98)
01-191	FURNITURE & FIXTURES	663,110.87
01-192	RES FOR DEPR F&F, TOOLS/EQUIP	(774,033.29)
		<u>29,354,672.06</u>

TOTAL ASSETS

29,354,672.06

LIABILITIES

=====

01-201	ACCOUNTS PAYABLE	37,553.63
01-202	FEDERAL W/H PAYABLE	0.00
01-203	SOC SECURITY W/H PAYABLE	0.00
01-204	ARKANSAS W/H PAYABLE	0.00
01-205	GENERAL PENSION W/H	0.00
01-206	UNITED WAY W/H	0.00
01-207	GROUP INSURANCE W/H	0.00
01-208	UNIFORM W/H	0.00
01-209	MEDICARE W/H	0.00
01-210	PURCHASE POWER PAYABLE	1,388,311.98
01-211	CHRISTMAS CLUB W/H	0.00
01-213	UNEMPLOYMENT TAXES PAYABLE	0.00
01-214	GARNISHMENTS PAYABLE	0.00
01-215	UNAPPLIED CREDITS	6,528.40
01-216	REFUNDS PAYABLE	589.25
01-217	CONVERSION DIFFERENCES	0.00
01-227	DUE TO DRIVER GRIDER ASSOC.	0.00
01-228	DUE TO CITY GEN FUND	0.00
01-230	CUSTOMER DEPOSITS REFUNDABLE	310,908.61
01-231	DUE TO SANITATION	0.00
01-232	COMPENSATED ABSENCES	23,487.95
01-234	INACTIVE	0.00
01-236	ACCRUED WAGES	61,089.13
01-240	ACCRUED SALES TAX	43,355.17
01-241	ACCRUED INTEREST PAYABLE	9,493.41
01-242	DUE TO CITY-PRIVILEGE TAX	0.00
01-243	DUE TO CITY-MISC. SUPPLIES	0.00
01-245	ASSIGNED REVENUE-CAPITAL RES	0.00
01-246	ASSIGNED REVENUE-FUTURE EXP	(5,680.31)
01-247	NOTE PAYABLE-BUCKET TRUCK	0.00
01-248	NOTE PAYABLE REGIONS VAC TRUCK	6,353.76
01-250	NOTE PAYABLE BCS-EQUIPMENT	222,757.94
01-256	FNBEA NOTE PAYABLE	0.00
01-257	2003 BOND PAYABLE	0.00
01-258	LEASE PAYABLES	0.00
01-259	TRENCHER LEASE PAYABLE	0.00
01-260	DIGGER DERRICK LEASE	0.00
01-261	2007 BOND PAYABLE	2,069,275.00
01-264	2011 BOND PAYABLE	0.00
01-272	2014 BOND PAYABLE	659,523.88
01-275	2015 BOND PAYABLE	561,177.00

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-276	2018 BOND PAYABLE	3,605,000.00
01-280	CONTRIBUTED CAPITAL	<u>1,307,954.63</u>
	TOTAL LIABILITIES	<u>10,307,679.43</u>
EQUITY		
=====		
01-290	RETAINED EARNINGS	18,791,728.13
01-291	FUND BALANCE	<u>0.00</u>
	TOTAL BEGINNING EQUITY	18,791,728.13
	TOTAL REVENUE	8,214,390.27
	TOTAL EXPENSES	<u>7,959,125.77</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	255,264.50
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>19,046,992.63</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	<u>29,354,672.06</u>
		=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

01 -OSCEOLA LIGHT & POWER
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ELECTRIC DEPT	15,543,986.00	1,221,971.65	7,200,987.80	46.33	8,342,998.20
WATER DEPT	1,305,478.00	72,105.48	578,682.75	44.33	726,795.25
SEWER DEPT	902,859.00	76,008.65	427,575.46	47.36	475,283.54
ADMINISTRATION	181,800.00	192.27	7,144.26	3.93	174,655.74
TOTAL REVENUES	17,934,123.00	1,370,278.05	8,214,390.27	45.80	9,719,732.73
<u>EXPENDITURE SUMMARY</u>					
ELECTRIC DEPT	13,030,701.00	1,267,572.00	6,764,033.39	51.91	6,266,667.61
WATER DEPT	873,251.00	69,427.56	431,934.90	49.46	441,316.10
SEWER DEPT	653,038.00	32,692.24	316,262.49	48.43	336,775.51
ADMINISTRATION	1,221,567.00	79,330.97	446,894.99	36.58	774,672.01
TOTAL EXPENDITURES	15,778,557.00	1,449,022.77	7,959,125.77	50.44	7,819,431.23
REVENUES OVER/(UNDER) EXPENDITURES	2,155,566.00	(78,744.72)	255,264.50		1,900,301.50

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

01 -OSCEOLA LIGHT & POWER

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ELECTRIC DEPT					
01-4-12-300 SALES	15,520,486.00	1,232,142.74	7,219,111.28	46.51	8,301,374.72
01-4-12-301 NEGATIVE COST ADJUSTMENT	0.00	0.00	0.00	0.00	0.00
01-4-12-302 FREE SERVICES	(155,000.00) (	25,161.50) (	112,185.20)	72.38 (	42,814.80)
01-4-12-303 LATE PENALTY FEES	116,000.00	7,638.28	66,975.62	57.74	49,024.38
01-4-12-304 RECONNECTION FEES	40,000.00	1,500.00	9,875.00	24.69	30,125.00
01-4-12-305 POLE RENTAL	6,000.00	4,543.19	4,543.19	75.72	1,456.81
01-4-12-306 CREDIT CARD FEES	10,000.00	708.94	4,872.66	48.73	5,127.34
01-4-12-310 SERVICE FEES	0.00	0.00	0.00	0.00	0.00
01-4-12-390 INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
01-4-12-395 MISCELLANEOUS FEES	6,500.00	600.00	7,795.25	119.93 (	1,295.25)
TOTAL ELECTRIC DEPT	15,543,986.00	1,221,971.65	7,200,987.80	46.33	8,342,998.20
WATER DEPT					
01-4-13-300 SALES	1,292,978.00	102,380.97	600,403.45	46.44	692,574.55
01-4-13-301 ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00
01-4-13-302 FREE SERVICES	(7,500.00) (	31,738.43) (	33,322.77)	444.30	25,822.77
01-4-13-303 LATE PENALTY FEES	20,000.00	1,462.94	9,375.14	46.88	10,624.86
01-4-13-310 SERVICE FEES	0.00	0.00	2,226.93	0.00 (	2,226.93)
01-4-13-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL WATER DEPT	1,305,478.00	72,105.48	578,682.75	44.33	726,795.25
SEWER DEPT					
01-4-14-300 SALES	904,659.00	76,217.75	428,060.16	47.32	476,598.84
01-4-14-302 FREE SERVICE	(1,800.00) (	209.10) (	644.70)	35.82 (	1,155.30)
01-4-14-310 SERVICE FEES	0.00	0.00	160.00	0.00 (	160.00)
TOTAL SEWER DEPT	902,859.00	76,008.65	427,575.46	47.36	475,283.54
ADMINISTRATION					
01-4-15-303 LATE PENALTY FEES	0.00 (	38.21) (	38.21)	0.00	38.21
01-4-15-304 AMP	0.00	71.86	460.27	0.00 (	460.27)
01-4-15-315 PRIVILEGE TAX - CITY	0.00	0.00	0.00	0.00	0.00
01-4-15-341 ELECTRIC PERMITS	1,000.00	0.00	782.82	78.28	217.18
01-4-15-342 PLUMBING PERMITS	300.00	0.00	42.00	14.00	258.00
01-4-15-345 BUILDING PERMITS - CITY	0.00	0.00	0.00	0.00	0.00
01-4-15-375 PLANNING COMMISSION - CITY	0.00	0.00	0.00	0.00	0.00
01-4-15-385 SALE OF ASSETS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00
01-4-15-390 INTEREST INCOME	25,500.00	158.62	5,897.38	23.13	19,602.62
01-4-15-395 MISCELLANEOUS	155,000.00	0.00	0.00	0.00	155,000.00
01-4-15-396 GRANT INCOME	0.00	0.00	0.00	0.00	0.00
01-4-15-957 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	181,800.00	192.27	7,144.26	3.93	174,655.74
TOTAL REVENUES	17,934,123.00	1,370,278.05	8,214,390.27	45.80	9,719,732.73

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

01 -OSCEOLA LIGHT & POWER

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ELECTRIC DEPT					
01-5-12-400 SALARIES	849,636.00	67,500.07	437,116.83	51.45	412,519.17
01-5-12-455 TEMP SERVICE WAGES	6,008.00	0.00	652.40	10.86	5,355.60
01-5-12-502 PAYROLL TAX	64,997.00	5,021.92	32,544.05	50.07	32,452.95
01-5-12-503 GROUP INSURANCE	42,600.00	13,119.80	32,494.43	76.28	10,105.57
01-5-12-504 PENSION EXPENSE	24,600.00	2,353.60	15,182.81	61.72	9,417.19
01-5-12-510 TRAVEL & TRAINING EXPENSE	15,000.00	210.00	6,544.54	43.63	8,455.46
01-5-12-515 SAFETY SUPPLIES	2,000.00	151.80	1,134.42	56.72	865.58
01-5-12-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
01-5-12-580 UNIFORM EXPENSE	12,000.00	0.00	1,319.27	10.99	10,680.73
01-5-12-601 MATERIALS AND SUPPLIES	14,000.00	951.87	13,109.73	93.64	890.27
01-5-12-610 TELEPHONE	24,000.00	6,455.68	15,202.53	63.34	8,797.47
01-5-12-619 BUILDING EXPENSE	8,000.00	948.90	2,937.16	36.71	5,062.84
01-5-12-620 UTILITIES	6,000.00	162.29	3,808.37	63.47	2,191.63
01-5-12-630 INSURANCE	32,000.00	0.00	23,559.30	73.62	8,440.70
01-5-12-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00
01-5-12-643 AUDIT FEES	0.00	0.00	0.00	0.00	0.00
01-5-12-647 LICENSES	0.00	0.00	50.00	0.00	50.00
01-5-12-648 IMMUNIZATIONS & PHYSICALS	500.00	0.00	373.00	74.60	127.00
01-5-12-650 REPAIRS & MAINTENANCE - VEH &	36,000.00	7,946.46	36,533.80	101.48	533.80
01-5-12-651 OPERATING EXPENSES - VEHICLES	28,000.00	5,278.40	18,159.77	64.86	9,840.23
01-5-12-653 REP & MAINT - GENERATORS	0.00	0.00	0.00	0.00	0.00
01-5-12-654 OPERATING EXPENSE-GENERATORS	0.00	0.00	0.00	0.00	0.00
01-5-12-680 ISES OPERATING COSTS	0.00	0.00	0.00	0.00	0.00
01-5-12-684 TRANSFORMER REPAIRS & DISPOSAL	0.00	0.00	0.00	0.00	0.00
01-5-12-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
01-5-12-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
01-5-12-710 ELECTRIC POWER PURCHASED	10,874,360.00	1,075,304.21	5,630,308.98	51.78	5,244,051.02
01-5-12-760 DEPRECIATION	888,000.00	74,000.00	444,000.00	50.00	444,000.00
01-5-12-770 DEPRECIATION-VEHICLES	98,000.00	8,167.00	49,002.00	50.00	48,998.00
01-5-12-774 TREE TRIMMING	0.00	0.00	0.00	0.00	0.00
01-5-12-860 CONSULTING SERVICES	5,000.00	0.00	0.00	0.00	5,000.00
01-5-12-886 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
01-5-12-889 GAIN OR LOSS	0.00	0.00	0.00	0.00	0.00
01-5-12-890 CAPITAL IMPROVEMENTS FUND	0.00	0.00	0.00	0.00	0.00
01-5-12-891 DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
01-5-12-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL ELECTRIC DEPT	13,030,701.00	1,267,572.00	6,764,033.39	51.91	6,266,667.61
WATER DEPT					
01-5-13-400 SALARIES	376,116.00	22,390.50	160,703.99	42.73	215,412.01
01-5-13-455 TEMP SERVICE WAGES	0.00	2,072.00	10,063.20	0.00	10,063.20
01-5-13-502 PAYROLL TAX	28,773.00	1,655.91	11,904.92	41.38	16,868.08
01-5-13-503 GROUP INSURANCE	36,500.00	6,370.87	18,334.51	50.23	18,165.49
01-5-13-504 PENSION EXPENSE	9,000.00	715.32	4,560.21	50.67	4,439.79
01-5-13-510 TRAVEL & TRAINING EXPENSE	1,500.00	175.00	1,495.55	99.70	4.45
01-5-13-515 SAFETY SUPPLIES	1,124.00	81.56	422.97	37.63	701.03
01-5-13-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00

01 -OSCEOLA LIGHT & POWER

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-13-580 UNIFORM EXPENSE	1,500.00	78.27	349.42	23.29	1,150.58
01-5-13-601 MATERIALS AND SUPPLIES	36,068.00	6,317.28	16,425.46	45.54	19,642.54
01-5-13-602 CHEMICALS AND SUPPLIES	38,656.00	2,442.18	19,320.88	49.98	19,335.12
01-5-13-608 TOOLS	2,000.00	132.46	231.84	11.59	1,768.16
01-5-13-610 TELEPHONE	10,587.00	2,450.78	7,012.03	66.23	3,574.97
01-5-13-619 BUILDING EXPENSE	3,232.00	480.76	2,539.27	78.57	692.73
01-5-13-620 UTILITIES	6,000.00	26.60	228.73	3.81	5,771.27
01-5-13-630 INSURANCE	14,137.00	0.00	7,496.42	53.03	6,640.58
01-5-13-640 DUES, MBRSHPS & SUBSCRIPTIONS	2,382.00	0.00	4,155.40	174.45 (	1,773.40)
01-5-13-647 LICENSES	10,500.00	208.00	248.00	2.36	10,252.00
01-5-13-648 IMMUNIZATIONS & PHYSICALS	843.00	0.00	348.00	41.28	495.00
01-5-13-650 REPAIRS & MAINTENANCE - VEH &	6,000.00	0.00	4,071.97	67.87	1,928.03
01-5-13-651 OPERATING EXPENSES - VEHICLES	19,533.00	5,269.57	10,316.89	52.82	9,216.11
01-5-13-652 MANHOLE & PIPE REHAB	15,000.00	0.00	0.00	0.00	15,000.00
01-5-13-658 PIPE & HYDRANT REPAIR	0.00	0.00	0.00	0.00	0.00
01-5-13-682 WELL AND PUMP REPAIRS	10,000.00	1,883.59	1,883.59	18.84	8,116.41
01-5-13-683 PUMP AND TANK REPAIRS	50,000.00	876.91	24,296.65	48.59	25,703.35
01-5-13-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
01-5-13-700 EQUIPMENT PURCHASES	0.00	0.00	28,550.00	0.00 (	28,550.00)
01-5-13-761 DEPRECIATION-WATER PLANT	147,000.00	12,250.00	73,500.00	50.00	73,500.00
01-5-13-770 DEPRECIATION-VEHICLES	46,800.00	3,900.00	23,400.00	50.00	23,400.00
01-5-13-860 CONSULTING SERVICES	0.00	0.00	75.00	0.00 (	75.00)
01-5-13-886 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
01-5-13-890 CAPITAL IMPROVEMENTS FUND	0.00	0.00	0.00	0.00	0.00
01-5-13-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL WATER DEPT	873,251.00	69,427.56	431,934.90	49.46	441,316.10
<u>SEWER DEPT</u>					
01-5-14-400 SALARIES	270,962.00	18,998.92	132,355.85	48.85	138,606.15
01-5-14-455 TEMP SERVICE WAGES	0.00	2,800.00	9,321.20	0.00 (	9,321.20)
01-5-14-502 PAYROLL TAX	20,729.00	1,394.54	9,742.45	47.00	10,986.55
01-5-14-503 GROUP INSURANCE	12,300.00	3,990.17	9,853.38	80.11	2,446.62
01-5-14-504 PENSION EXPENSE	5,400.00	422.00	2,761.98	51.15	2,638.02
01-5-14-510 TRAVEL & TRAINING EXPENSE	976.00	325.26	2,159.20	221.23 (	1,183.20)
01-5-14-515 SAFETY SUPPLIES	1,786.00	0.00	0.00	0.00	1,786.00
01-5-14-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
01-5-14-580 UNIFORM EXPENSE	800.00	1,049.61	1,454.46	181.81 (	654.46)
01-5-14-601 MATERIALS AND SUPPLIES	29,038.00	2,822.98	10,963.97	37.76	18,074.03
01-5-14-602 CHEMICALS AND SUPPLIES	10,500.00	3,888.53	4,823.96	45.94	5,676.04
01-5-14-608 TOOLS	1,191.00	0.00	311.09	26.12	879.91
01-5-14-610 TELEPHONE	3,096.00	548.17	1,558.70	50.35	1,537.30
01-5-14-619 BUILDING EXPENSE	2,978.00	0.00	493.01	16.56	2,484.99
01-5-14-620 UTILITIES	32,000.00	1,236.33	4,651.13	14.53	27,348.87
01-5-14-630 INSURANCE	4,260.00	0.00	3,826.21	89.82	433.79
01-5-14-640 DUES, MBRSHPS & SUBSCRIPTIONS	119.00	0.00	0.00	0.00	119.00
01-5-14-647 LICENSES	7,500.00	120.00	170.00	2.27	7,330.00
01-5-14-648 IMMUNIZATIONS & PHYSICALS	300.00	0.00	178.00	59.33	122.00
01-5-14-650 REPAIRS & MAINTENANCE - VEH &	8,205.00 (	3,478.04)	6,446.88	78.57	1,758.12
01-5-14-651 OPERATING EXPENSES - VEHICLES	12,000.00	1,740.50	6,411.11	53.43	5,588.89
01-5-14-652 MANHOLE & PIPE REHAB	1,262.00	0.00	0.00	0.00	1,262.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

01 -OSCEOLA LIGHT & POWER

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-14-683 PUMP AND TANK REPAIRS	16,854.00	20,533.73	4,577.91	27.16	12,276.09
01-5-14-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
01-5-14-762 DEPRICIATION SEWER SYSTEMS	174,000.00	14,500.00	87,000.00	50.00	87,000.00
01-5-14-770 DEPRECIATION-VEHICLES	34,400.00	2,867.00	17,202.00	50.01	17,198.00
01-5-14-860 CONSULTING SERVICES	2,382.00	0.00	0.00	0.00	2,382.00
01-5-14-890 CAPITAL IMPROVEMENTS FUND	0.00	0.00	0.00	0.00	0.00
01-5-14-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL SEWER DEPT	653,038.00	32,692.24	316,262.49	48.43	336,775.51
ADMINISTRATION					
01-5-15-400 SALARIES	423,210.00	17,216.95	179,499.60	42.41	243,710.40
01-5-15-455 TEMP SERVICE WAGES	0.00	2,802.58	3,945.12	0.00	3,945.12
01-5-15-502 PAYROLL TAX	32,376.00	1,276.10	13,438.42	41.51	18,937.58
01-5-15-503 GROUP INSURANCE	31,250.00	5,105.04	14,135.25	45.23	17,114.75
01-5-15-504 PENSION EXPENSE	16,000.00	448.98	5,318.96	33.24	10,681.04
01-5-15-510 TRAVEL & TRAINING EXPENSE	14,000.00	465.00	7,832.53	55.95	6,167.47
01-5-15-515 SAFETY SUPPLIES	1,200.00	81.56	598.83	49.90	601.17
01-5-15-516 HR MATERIALS & SUPPLIES	8,000.00	153.00	4,917.83	61.47	3,082.17
01-5-15-517 SAFETY COMMITTEE	1,000.00	0.00	0.00	0.00	1,000.00
01-5-15-550 EMPLOYEE RELATIONS	1,200.00	0.00	383.70	31.98	816.30
01-5-15-580 UNIFORM EXPENSE	1,200.00	0.00	0.00	0.00	1,200.00
01-5-15-601 MATERIALS AND SUPPLIES	20,000.00	415.93	8,979.88	44.90	11,020.12
01-5-15-605 OFFICE EXPENSE	0.00	1,505.45	1,505.45	0.00	1,505.45
01-5-15-606 POSTAGE	30,000.00	1,807.49	15,602.81	52.01	14,397.19
01-5-15-607 PUBLISHING ORDINANCES & NOTICE	0.00	78.00	78.00	0.00	78.00
01-5-15-610 TELEPHONE	36,000.00	8,266.82	22,883.23	63.56	13,116.77
01-5-15-619 BUILDING EXPENSE	18,000.00	1,281.16	10,000.50	55.56	7,999.50
01-5-15-620 UTILITIES	3,600.00	26.60	2,828.40	78.57	771.60
01-5-15-630 INSURANCE	1,000.00	0.00	771.40	77.14	228.60
01-5-15-635 ETS CREDIT CARD FEES	0.00	0.00	0.00	0.00	0.00
01-5-15-640 DUES, MBRSHPS & SUBSCRIPTIONS	22,000.00	5,000.00	18,394.00	83.61	3,606.00
01-5-15-642 UNEMPLOYMENT BENEFIT ASSMT	0.00	0.00	184.01	0.00	184.01
01-5-15-643 AUDIT FEES	50,000.00	0.00	0.00	0.00	50,000.00
01-5-15-644 LEGAL EXPENSES	19,000.00	0.00	0.00	0.00	19,000.00
01-5-15-645 ADV, PROMOTIONS & DONATIONS	36,000.00	666.00	19,558.13	54.33	16,441.87
01-5-15-647 LICENSES	5,000.00	0.00	0.00	0.00	5,000.00
01-5-15-648 IMMUNIZATIONS & PHYSICALS	2,500.00	0.00	936.50	37.46	1,563.50
01-5-15-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	0.00	3,829.71	19.15	16,170.29
01-5-15-651 OPERATING EXPENSES - VEHICLES	0.00	0.00	0.00	0.00	0.00
01-5-15-686 EQUIPMENT RENTAL	12,000.00	1,415.35	6,366.15	53.05	5,633.85
01-5-15-763 DEPRECIATION	19,200.00	1,600.00	9,600.00	50.00	9,600.00
01-5-15-860 CONSULTING SERVICES	60,000.00	16,374.69	46,147.72	76.91	13,852.28
01-5-15-861 INDUSTRIAL INCENTIVES	0.00	0.00	0.00	0.00	0.00
01-5-15-881 STREET LIGHTS AND HYDRANTS	0.00	0.00	0.00	0.00	0.00
01-5-15-882 FREE SERVICE INSTALLATIONS	0.00	0.00	0.00	0.00	0.00
01-5-15-883 BAD ACCOUNTS	75,000.00	12,737.16	30,853.08	41.14	44,146.92
01-5-15-886 INTEREST EXPENSE	260,931.00	369.00	18,519.08	7.10	242,411.92
01-5-15-887 BOND PAYING AGENT EXPENSE	1,600.00	0.00	0.00	0.00	1,600.00
01-5-15-888 BOND AMORTIZATION	0.00	0.00	0.00	0.00	0.00
01-5-15-890 CAPITAL IMPROVEMENTS FUND	0.00	0.00	0.00	0.00	0.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

01 -OSCEOLA LIGHT & POWER

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-15-898 CASH OVER AND SHORT	300.00 (	1.30) (	755.21)	251.74-	1,055.21
01-5-15-899 MISCELLANEOUS	0.00	239.41	541.91	0.00 (	541.91)
01-5-15-903 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	1,221,567.00	79,330.97	446,894.99	36.58	774,672.01
 TOTAL EXPENDITURES	 15,778,557.00	 1,449,022.77	 7,959,125.77	 50.44	 7,819,431.23
 REVENUES OVER/(UNDER) EXPENDITURES	 2,155,566.00 (	78,744.72)	 255,264.50		 1,900,301.50

02 -CITY GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
02-101	REGIONS-COMM CTR & GOLF (0051)	6,474.54
02-105	REGIONS-CITY GENERAL(0638)	43,106.71
02-106	FNBEA-CITY GENERAL(9902)	690.97
02-107	MISC CASH ACCOUNTS	96,422.77
02-108	REGIONS-CITY GEN PAYROLL(5948)	794.18
02-109	REGIONS-FIRE DEPT ACT833(0697)	20,532.07
02-110	ACCOUNTS RECEIVABLE	0.00
02-111	RETURNED CHECKS	0.00
02-113	ACCRUED RECEIVABLE	0.00
02-115	BANCORP-CITY GENERAL(0430)	77,079.54
02-116	BANCORP-CITY GEN PAYROLL(0465)	15,076.35
02-117	INACTIVE	0.00
02-118	FIRST COMM-CITY GEN SAV(7010)	6,679.90
02-119	BANCORP-OPD RESERVE(1015)	0.00
02-123	A/R - OTHER	22,758.11
02-125	PMTS IN LIEU OF TAXES REC	0.00
02-126	DELIQUENT TAXES RECEIVABLE	13,360.82
02-127	TAX RECEIPTS RECEIVABLE	161,842.94
02-130	DUE TO/FROM OTHER FUNDS	(2,064,704.62)
02-133	DUE FROM SANITATION	0.00
02-134	DUE FROM STREET	0.00
02-135	DUE FROM AIRPORT	0.00
02-136	DUE FROM OML&P	0.00
02-139	BANCORP-OPD C & I FUND(4083)	4,318.54
02-143	A/R - BECKMAN VOLMER	0.00
02-145	DUE FROM FIRE PENSION	0.00
02-146	DUE FROM POLICE PENSION	0.00
02-195	FIXED ASSETS	0.00
02-196	ACCUMULATED DEPRECIATION	0.00
		(1,595,567.18)
TOTAL ASSETS		(1,595,567.18)

LIABILITIES

=====		
02-201	ACCOUNTS PAYABLE	33,925.56
02-202	FEDERAL W/H PAYABLE	0.00
02-203	SOC SECURITY W/H PAYABLE	0.00
02-204	ARKANSAS W/H PAYABLE	0.00
02-205	GENERAL PENSION W/H	0.00
02-206	UNITED WAY W/H	0.00
02-207	GROUP INSURANCE W/H	0.00
02-208	UNIFORM W/H	0.00
02-209	MEDICARE W/H	0.00
02-210	FIREMENS PENSION W/H	722.43
02-211	CHRISTMAS CLUB W/H	0.00
02-212	POLICE PENSION W/H	(83.56)
02-213	UNEMPLOYMENT TAXES PAYABLE	0.00
02-214	GARNISHMENTS PAYABLE	213.76

02 -CITY GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
02-220	DUE TO OTHER FUNDS	0.00
02-222	FIREMEN'S FUND	0.00
02-223	DUE TO POLICE PENSION FUND	0.00
02-224	DUE TO FIREMENS PENSION FUND	0.00
02-227	DUE TO DRIVER GRIDER ASSOC.	0.00
02-228	DUE TO CITY GEN FUND	0.00
02-232	COMPENSATED ABSENCES	0.00
02-233	FIRE DEPT ACT833 DEF REVENUE	0.00
02-235	ACCRUED INTEREST PAYABLE	0.00
02-236	ACCRUED WAGES	136,603.41
02-237	ACCURED PAYABLE-PENSION MONEY	0.00
02-246	ASSIGNED REVENUE-FUTURE EXP	(142,391.90)
	TOTAL LIABILITIES	28,989.70
<u>EQUITY</u>		
02-291	BEGINNING FUND BALANCE	(535,893.43)
	TOTAL BEGINNING EQUITY	(535,893.43)
	TOTAL REVENUE	1,925,231.72
	TOTAL EXPENSES	3,013,895.17
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(1,088,663.45)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(1,624,556.88)
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	(1,595,567.18)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

02 -CITY GENERAL FUND
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ADMINISTRATION	3,764,532.00	345,181.45	1,694,545.71	45.01	2,069,986.29
POLICE DEPT	291,800.00	1,480.39	91,929.40	31.50	199,870.60
FIRE DEPT	49,992.00	4,166.00	44,730.46	89.48	5,261.54
PARKS & RECREATION DEPT	95,000.00	7,603.00	66,044.50	69.52	28,955.50
GOLF COURSE FUND	57,909.00	4,543.00	26,510.50	45.78	31,398.50
HUMANE SHELTER FUND	2,500.00	185.15	1,471.15	58.85	1,028.85
TOTAL REVENUES	4,261,733.00	360,198.21	1,925,231.72	45.17	2,336,501.28
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	673,176.00	49,422.28	343,893.83	51.09	329,282.17
POLICE DEPT	1,975,634.00	162,253.09	1,100,425.83	55.70	875,208.17
FIRE DEPT	1,243,594.00	100,886.98	661,142.42	53.16	582,451.58
PARKS & RECREATION DEPT	601,554.00	91,189.22	353,855.11	58.82	247,698.89
MUNICIPAL COURT	101,426.00	15,256.21	71,896.57	70.89	29,529.43
JAIL DEPARTMENT	498,876.00	50,030.51	272,973.07	54.72	225,902.93
GOLF COURSE FUND	255,965.00	21,573.29	121,299.02	47.39	134,665.98
HUMANE SHELTER FUND	160,331.00	15,642.60	88,409.32	55.14	71,921.68
TOTAL EXPENDITURES	5,510,556.00	506,254.18	3,013,895.17	54.69	2,496,660.83
REVENUES OVER/(UNDER) EXPENDITURES	(1,248,823.00)	(146,055.97)	(1,088,663.45)		(160,159.55)

02 -CITY GENERAL FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
02-4-01-310 PROPERTY TAXES	647,674.00	71,292.93	350,665.63	54.14	297,008.37
02-4-01-314 GENERAL REVENUE (STATE OF ARK)	122,931.00	8,438.00	58,808.68	47.84	64,122.32
02-4-01-315 PRIVILEGE TAX -- CITY	7,745.00	0.00	8,865.00	114.46 (	1,120.00)
02-4-01-316 PILOT-FED HOUSING AUTHORITY	3,315.00	0.00	0.00	0.00	3,315.00
02-4-01-317 PILOT-PLUM POINT ENERGY STA	705,703.00	0.00	0.00	0.00	705,703.00
02-4-01-318 PILOT-OTHER	0.00	0.00	0.00	0.00	0.00
02-4-01-323 A & P TAX REVENUE	31,000.00	3,305.03	17,571.97	56.68	13,428.03
02-4-01-325 GAS FRANCHISE TAX	60,000.00	0.00	22,554.03	37.59	37,445.97
02-4-01-328 TELEPHONE EXCISE TAX	24,000.00	6,000.00	6,000.00	25.00	18,000.00
02-4-01-331 CABLE FRANCHISE TAX	26,400.00	3,091.79	17,106.43	64.80	9,293.57
02-4-01-335 FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00
02-4-01-337 OPD RECEIPTS	0.00	0.00	0.00	0.00	0.00
02-4-01-338 JAIL RECEIPTS	0.00	0.00	0.00	0.00	0.00
02-4-01-340 ANIMAL LICENSES	0.00	0.00	0.00	0.00	0.00
02-4-01-345 BUILDING PERMITS	2,000.00	14.00	537.45	26.87	1,462.55
02-4-01-350 ADMISSION FEES	0.00	0.00	0.00	0.00	0.00
02-4-01-375 PLANNING COMMISSION	100.00	0.00	0.00	0.00	100.00
02-4-01-384 CODE RED CONTRIBUTIONS	(3,750.00)	0.00 (	3,750.00)	100.00	0.00
02-4-01-385 SALE OF ASSETS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00
02-4-01-390 INTEREST INCOME	1,200.00	15.94	67.99	5.67	1,132.01
02-4-01-392 INDUSTRIAL INCENTIVES	0.00	0.00	0.00	0.00	0.00
02-4-01-393 HISTORICAL SOCIETY	0.00	35,116.00	35,116.00	0.00 (	35,116.00)
02-4-01-394 COUNTY SALES TAX	1,075,263.00	105,676.78	564,673.81	52.51	510,589.19
02-4-01-395 MISCELLANEOUS	0.00	466.05	10,457.70	0.00 (	10,457.70)
02-4-01-396 GRANT INCOME	0.00	0.00	4,641.50	0.00 (	4,641.50)
02-4-01-397 CITY SALES TAX	1,030,171.00	111,264.93	577,154.70	56.03	453,016.30
02-4-01-398 RENT INCOME	30,780.00	500.00	24,074.82	78.22	6,705.18
02-4-01-957 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	3,764,532.00	345,181.45	1,694,545.71	45.01	2,069,986.29
POLICE DEPT					
02-4-02-335 FINES & FORFEITURES	240,000.00 (	1,495.63)	79,191.35	33.00	160,808.65
02-4-02-337 OPD RECEIPTS	1,800.00	0.00	1,754.57	97.48	45.43
02-4-02-338 JAIL RECEIPTS	22,000.00	0.00	2,019.98	9.18	19,980.02
02-4-02-396 GRANT INCOME	28,000.00	15.24	8,963.50	32.01	19,036.50
TOTAL POLICE DEPT	291,800.00 (	1,480.39)	91,929.40	31.50	199,870.60
FIRE DEPT					
02-4-03-380 CONTRACT TRAINING RECEIPTS	49,992.00	4,166.00	24,996.00	50.00	24,996.00
02-4-03-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
02-4-03-396 GRANT INCOME	0.00	0.00	19,734.46	0.00 (	19,734.46)
TOTAL FIRE DEPT	49,992.00	4,166.00	44,730.46	89.48	5,261.54
PARKS & RECREATION DEPT					
02-4-04-350 ADMISSION FEES	95,000.00	7,603.00	66,044.50	69.52	28,955.50
02-4-04-396 GRANT INCOME	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & RECREATION DEPT	95,000.00	7,603.00	66,044.50	69.52	28,955.50

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

02 -CITY GENERAL FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GOLF COURSE FUND</u>					
02-4-18-360 GOLF COURSE MEMBERSHIP FEES	45,152.00	3,898.00	22,505.50	49.84	22,646.50
02-4-18-362 GREENS FEES	815.00	0.00	0.00	0.00	815.00
02-4-18-364 CART SHED RENTALS	10,785.00	645.00	4,005.00	37.13	6,780.00
02-4-18-365 PRO SHOP SALES	1,157.00	0.00	0.00	0.00	1,157.00
02-4-18-385 INACTIVE	0.00	0.00	0.00	0.00	0.00
02-4-18-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL GOLF COURSE FUND	57,909.00	4,543.00	26,510.50	45.78	31,398.50
<u>HUMANE SHELTER FUND</u>					
02-4-19-340 ANIMAL SHELTER RECEIPTS	2,500.00	185.15	1,471.15	58.85	1,028.85
02-4-19-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL HUMANE SHELTER FUND	2,500.00	185.15	1,471.15	58.85	1,028.85
<hr/>					
TOTAL REVENUES	4,261,733.00	360,198.21	1,925,231.72	45.17	2,336,501.28

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

02 -CITY GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
02-5-01-400 SALARIES	155,200.00	15,144.87	79,691.30	51.35	75,508.70
02-5-01-501 TRAVEL & PUBLIC RELATIONS	7,200.00	0.00	30.00	0.42	7,170.00
02-5-01-502 PAYROLL TAX	11,873.00	1,130.83	5,927.26	49.92	5,945.74
02-5-01-503 GROUP INSURANCE	36,000.00	4,087.20	13,208.04	36.69	22,791.96
02-5-01-504 PENSION EXPENSE	87,831.00	6,849.71	41,231.67	46.94	46,599.33
02-5-01-510 TRAVEL & TRAINING EXPENSE	12,000.00	769.29	17,913.24	149.28 (	5,913.24)
02-5-01-550 EMPLOYEE RELATIONS	0.00	0.00	910.08	0.00 (	910.08)
02-5-01-580 UNIFORM EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-01-601 MATERIALS AND SUPPLIES	20,000.00	1,578.78	5,904.01	29.52	14,095.99
02-5-01-604 BIG RIVER STEEL PROJECT	0.00	0.00	0.00	0.00	0.00
02-5-01-605 OFFICE EXPENSE	15,000.00	1,250.00	7,500.00	50.00	7,500.00
02-5-01-607 PUBLISHING ORDINANCES & NOTICE	3,000.00	0.00	1,077.30	35.91	1,922.70
02-5-01-610 TELEPHONE	3,600.00	577.93	1,696.82	47.13	1,903.18
02-5-01-619 BUILDING EXPENSE	10,000.00	0.00	18,035.00	180.35 (	8,035.00)
02-5-01-620 UTILITIES	2,000.00	0.00	102.64	5.13	1,897.36
02-5-01-625 RENT	1,000.00	0.00	0.00	0.00	1,000.00
02-5-01-626 A & P EXPENSES	31,000.00	2,800.00	23,933.30	77.20	7,066.70
02-5-01-630 INSURANCE	34,000.00	0.00	206.69	0.61	33,793.31
02-5-01-640 DUES, MBRSHPS & SUBSCRIPTIONS	5,000.00	122.13	1,910.21	38.20	3,089.79
02-5-01-642 UNEMPLOYMENT BENEFIT ASSMT	0.00	46.00	148.00	0.00 (	148.00)
02-5-01-643 AUDIT FEES	0.00	0.00	0.00	0.00	0.00
02-5-01-644 LEGAL EXPENSES	24,000.00	0.00	8,250.00	34.38	15,750.00
02-5-01-645 ADV, PROMOTIONS & DONATIONS	6,000.00	180.00	15,723.16	262.05 (	9,723.16)
02-5-01-647 LICENSES	250.00	0.00	143.03	57.21	106.97
02-5-01-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	0.00	0.00	0.00
02-5-01-650 REPAIRS & MAINTENANCE - VEH &	3,000.00	51.42	1,021.39	34.05	1,978.61
02-5-01-651 OPERATING EXPENSES - VEHICLES	1,200.00	986.97	378.28	31.52	821.72
02-5-01-687 ELECTION EXPENSE	0.00	0.00	4,495.43	0.00 (	4,495.43)
02-5-01-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
02-5-01-749 HEADSTART BLDG EXP	0.00	0.00	154.00	0.00 (	154.00)
02-5-01-750 ROSENWALD BLDG EXPENSE	12,000.00	142.70	2,513.20	20.94	9,486.80
02-5-01-751 SR. CITIZEN BLDG EXPENSE	6,000.00	41.80	983.19	16.39	5,016.81
02-5-01-752 SCOUT HUT EXPENSE	6,000.00	61.71	1,518.15	25.30	4,481.85
02-5-01-753 COSTON BLDG EXP	25,000.00	7,069.00	48,321.35	193.29 (	23,321.35)
02-5-01-801 PLANNING COMMISSION EXPENSE	200.00	0.00	30.00	15.00	170.00
02-5-01-860 CONSULTING SERVICES	250.00	712.50	30,365.09	2,146.04 (	30,115.09)
02-5-01-861 INDUSTRIAL INCENTIVES	75,000.00	0.00	0.00	0.00	75,000.00
02-5-01-886 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-01-890 GRANT EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-01-895 CAPITAL LEASE PAYMENTS	61,572.00	3,619.44	3,619.44	5.88	57,952.56
02-5-01-898 ABANDONED/CONDEMNED PROP EXP	18,000.00	2,200.00	6,925.06	38.47	11,074.94
02-5-01-899 MISCELLANEOUS	0.00	0.00	27.50	0.00 (	27.50)
02-5-01-903 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	673,176.00	49,422.28	343,893.83	51.09	329,282.17

02 -CITY GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
POLICE DEPT					
02-5-02-400 SALARIES	1,368,043.00	95,035.83	650,945.29	47.58	717,097.71
02-5-02-410 SALARIES-HOLIDAY PAY	0.00	0.00	0.00	0.00	0.00
02-5-02-414 SALARIES-GRANT/OPD	(60,000.00)	0.00	0.00	0.00	(60,000.00)
02-5-02-426 AUXILIARY POLICE	4,200.00	65.25	395.13	9.41	3,804.87
02-5-02-502 PAYROLL TAX	104,655.00	7,146.50	48,781.61	46.61	55,873.39
02-5-02-503 GROUP INSURANCE	104,500.00	21,052.28	62,065.55	59.39	42,434.45
02-5-02-504 PENSION EXPENSE	189,736.00	21,846.77	144,341.57	76.07	45,394.43
02-5-02-510 TRAVEL & TRAINING EXPENSE	17,000.00	(902.55)	9,593.08	56.43	7,406.92
02-5-02-515 SAFETY SUPPLIES	0.00	81.56	489.34	0.00	(489.34)
02-5-02-520 K-9 EXPENSES	0.00	0.00	0.00	0.00	0.00
02-5-02-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
02-5-02-580 UNIFORM EXPENSE	8,000.00	481.81	2,492.53	31.16	5,507.47
02-5-02-581 UNIFORM LAUNDRY	4,000.00	230.82	1,247.61	31.19	2,752.39
02-5-02-601 MATERIALS AND SUPPLIES	40,000.00	1,221.05	8,686.01	21.72	31,313.99
02-5-02-610 TELEPHONE	35,000.00	6,530.72	19,196.83	54.85	15,803.17
02-5-02-619 BUILDING EXPENSE	2,000.00	102.30	285.86	14.29	1,714.14
02-5-02-620 UTILITIES	6,000.00	127.11	1,986.66	33.11	4,013.34
02-5-02-630 INSURANCE	44,000.00	0.00	25,144.30	57.15	18,855.70
02-5-02-640 DUES, MBRSHPS & SUBSCRIPTIONS	18,000.00	12,852.00	14,975.00	83.19	3,025.00
02-5-02-648 IMMUNIZATIONS & PHYSICALS	2,500.00	279.00	2,261.95	90.48	238.05
02-5-02-650 REPAIRS & MAINTENANCE - VEH &	25,000.00	(3,999.36)	(410.72)	1.64	25,410.72
02-5-02-651 OPERATING EXPENSES - VEHICLES	63,000.00	0.00	22,289.23	35.38	40,710.77
02-5-02-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
02-5-02-700 EQUIPMENT PURCHASES	0.00	102.00	85,241.00	0.00	(85,241.00)
02-5-02-890 GRANT EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-02-899 MISCELLANEOUS	0.00	0.00	418.00	0.00	(418.00)
TOTAL POLICE DEPT	1,975,634.00	162,253.09	1,100,425.83	55.70	875,208.17
FIRE DEPT					
02-5-03-400 SALARIES	830,308.00	60,832.98	430,978.52	51.91	399,329.48
02-5-03-410 SALARIES-HOLIDAY PAY	0.00	0.00	0.00	0.00	0.00
02-5-03-427 FIRE SCRIPT-REDEEMED	10,000.00	180.00	3,060.00	30.60	6,940.00
02-5-03-502 PAYROLL TAX	13,700.00	942.93	5,781.54	42.20	7,918.46
02-5-03-503 GROUP INSURANCE	67,300.00	16,495.74	43,376.79	64.45	23,923.21
02-5-03-504 PENSION EXPENSE	114,546.00	14,294.82	98,587.06	86.07	15,958.94
02-5-03-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	1,319.02	65.95	680.98
02-5-03-515 SAFETY SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
02-5-03-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
02-5-03-580 UNIFORM EXPENSE	9,000.00	235.76	3,188.93	35.43	5,811.07
02-5-03-581 UNIFORM LAUNDRY	0.00	0.00	0.00	0.00	0.00
02-5-03-601 MATERIALS AND SUPPLIES	12,000.00	674.82	8,553.89	71.28	3,446.11
02-5-03-610 TELEPHONE	18,000.00	3,633.49	12,208.57	67.83	5,791.43
02-5-03-619 BUILDING EXPENSE	5,000.00	100.96	2,011.90	40.24	2,988.10
02-5-03-620 UTILITIES	3,000.00	82.56	1,437.59	47.92	1,562.41
02-5-03-630 INSURANCE	33,219.00	0.00	24,525.33	73.83	8,693.67
02-5-03-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	307.51	307.51	0.00	(307.51)
02-5-03-647 LICENSES	0.00	0.00	25.00	0.00	(25.00)
02-5-03-648 IMMUNIZATIONS & PHYSICALS	2,100.00	0.00	384.00	18.29	1,716.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

02 -CITY GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-03-650 REPAIRS & MAINTENANCE - VEH &	23,000.00	1,355.10	14,056.07	61.11	8,943.93
02-5-03-651 OPERATING EXPENSES - VEHICLES	12,500.00	1,750.31	6,290.41	50.32	6,209.59
02-5-03-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
02-5-03-700 EQUIPMENT PURCHASES	0.00	0.00	5,050.29	0.00 (	5,050.29)
02-5-03-890 GRANT EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-03-895 CAPITAL LEASE PAYMENTS	86,921.00	0.00	0.00	0.00	86,921.00
02-5-03-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE DEPT	1,243,594.00	100,886.98	661,142.42	53.16	582,451.58
<u>PARKS & RECREATION DEPT</u>					
02-5-04-400 SALARIES	274,268.00	23,911.04	159,068.36	58.00	115,199.64
02-5-04-435 SUMMER WORKERS	0.00	0.00	0.00	0.00	0.00
02-5-04-455 TEMP SERVICE WAGES	0.00	2,654.75	2,654.75	0.00 (	2,654.75)
02-5-04-502 PAYROLL TAX	20,982.00	1,715.38	11,428.96	54.47	9,553.04
02-5-04-503 GROUP INSURANCE	24,300.00	8,025.62	19,406.20	79.86	4,893.80
02-5-04-504 PENSION EXPENSE	5,000.00	441.30	2,761.91	55.24	2,238.09
02-5-04-510 TRAVEL & TRAINING EXPENSE	11,234.00	5,582.63	6,427.62	57.22	4,806.38
02-5-04-515 SAFETY SUPPLIES	2,000.00	151.80	949.90	47.50	1,050.10
02-5-04-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
02-5-04-580 UNIFORM EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-04-601 MATERIALS AND SUPPLIES	70,000.00	9,336.71	30,414.52	43.45	39,585.48
02-5-04-610 TELEPHONE	7,000.00	1,485.00	4,844.04	69.20	2,155.96
02-5-04-619 BUILDING EXPENSE	20,000.00	14,552.19	20,836.49	104.18 (	836.49)
02-5-04-620 UTILITIES	8,000.00	637.36	2,490.46	31.13	5,509.54
02-5-04-630 INSURANCE	12,000.00	0.00	8,444.73	70.37	3,555.27
02-5-04-640 DUES, MBRSHPS & SUBSCRIPTIONS	2,500.00	0.00	626.00	25.04	1,874.00
02-5-04-645 ADV, PROMOTIONS & DONATIONS	2,500.00	552.61	892.61	35.70	1,607.39
02-5-04-647 LICENSES	4,000.00	0.00	25.00	0.63	3,975.00
02-5-04-648 IMMUNIZATIONS & PHYSICALS	200.00	32.00	256.00	128.00 (	56.00)
02-5-04-650 REPAIRS & MAINTENANCE - VEH &	15,000.00	259.51	1,827.86	12.19	13,172.14
02-5-04-651 OPERATING EXPENSES - VEHICLES	10,000.00	1,239.98	3,517.60	35.18	6,482.40
02-5-04-686 EQUIPMENT RENTAL	200.00	0.00	0.00	0.00	200.00
02-5-04-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
02-5-04-725 ATHLETIC EQUIPMENT	70,000.00	14,855.17	37,847.77	54.07	32,152.23
02-5-04-890 GRANT EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-04-895 CAPITAL LEASE PAYMENTS	42,370.00	5,756.17	39,134.33	92.36	3,235.67
02-5-04-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & RECREATION DEPT	601,554.00	91,189.22	353,855.11	58.82	247,698.89
<u>MUNICIPAL COURT</u>					
02-5-05-403 OTHER ADM. SALARIES	1,200.00	0.00	0.00	0.00	1,200.00
02-5-05-421 JUDGE'S SALARY	29,328.00	2,443.75	14,662.50	49.99	14,665.50
02-5-05-422 CLERK'S SALARY	104,825.00	8,063.50	38,453.93	36.68	66,371.07
02-5-05-423 PART-TIME CLERK	0.00	0.00	0.00	0.00	0.00
02-5-05-502 PAYROLL TAX	8,019.00	604.04	3,962.44	49.41	4,056.56
02-5-05-503 GROUP INSURANCE	8,800.00	1,816.66	5,073.42	57.65	3,726.58
02-5-05-504 PENSION EXPENSE	6,552.00	501.57	3,274.98	49.98	3,277.02
02-5-05-506 CITY POLICE PENSION FUND	0.00	0.00	0.00	0.00	0.00
02-5-05-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	658.95	32.95	1,341.05
02-5-05-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00

02 -CITY GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-05-580 UNIFORM EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-05-601 MATERIALS AND SUPPLIES	10,000.00	1,393.05	4,044.35	40.44	5,955.65
02-5-05-610 TELEPHONE	0.00	0.00	0.00	0.00	0.00
02-5-05-619 BUILDING EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-05-620 UTILITIES	2,800.00	433.64	1,439.00	51.39	1,361.00
02-5-05-630 INSURANCE	0.00	0.00	0.00	0.00	0.00
02-5-05-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	295.00	0.00 {	295.00}
02-5-05-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	32.00	0.00 {	32.00}
02-5-05-650 REPAIRS & MAINTENANCE - VEH &	0.00	0.00	0.00	0.00	0.00
02-5-05-688 PUBLIC DEFENDER USER FEE	0.00	0.00	0.00	0.00	0.00
02-5-05-693 AR CITIZENS FIRST RESPONDERS	0.00	0.00	0.00	0.00	0.00
02-5-05-694 JUDGE RETIREMENT	0.00	0.00	0.00	0.00	0.00
02-5-05-696 COUNTY JUSTICE FUND	0.00	0.00	0.00	0.00	0.00
02-5-05-697 STATE JUSTICE FUND	0.00	0.00	0.00	0.00	0.00
02-5-05-699 ACT 1262-95 FINE ENHANCE COLLE	0.00	0.00	0.00	0.00	0.00
02-5-05-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
02-5-05-870 CITY POLICE-10% SHARE OF FINES	0.00	0.00	0.00	0.00	0.00
02-5-05-899 MISCELLANEOUS	(72,098.00)	0.00	0.00	0.00 {	72,098.00}
TOTAL MUNICIPAL COURT	101,426.00	15,256.21	71,896.57	70.89	29,529.43

JAIL DEPARTMENT

02-5-11-400 SALARIES	347,400.00	27,058.20	169,102.07	48.68	178,297.93
02-5-11-410 SALARIES-HOLIDAY PAY	0.00	0.00	0.00	0.00	0.00
02-5-11-455 TEMP SERVICE WAGES	0.00	3,723.85	18,485.47	0.00 {	18,485.47}
02-5-11-502 PAYROLL TAX	26,576.00	2,011.02	12,562.88	47.27	14,013.12
02-5-11-503 GROUP INSURANCE	38,750.00	7,140.09	19,453.81	50.20	19,296.19
02-5-11-504 PENSION EXPENSE	2,500.00	186.84	1,277.96	51.12	1,222.04
02-5-11-510 TRAVEL & TRAINING EXPENSE	500.00	0.00	2,670.00	534.00 {	2,170.00}
02-5-11-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
02-5-11-580 UNIFORM EXPENSE	500.00	0.00	648.98	129.80 {	148.98}
02-5-11-581 UNIFORM LAUNDRY	0.00	0.00	0.00	0.00	0.00
02-5-11-601 MATERIALS AND SUPPLIES	48,500.00	3,700.57	20,405.53	42.07	28,094.47
02-5-11-610 TELEPHONE	0.00	0.00	0.00	0.00	0.00
02-5-11-619 BUILDING EXPENSE	300.00	0.00	785.00	261.67 {	485.00}
02-5-11-620 UTILITIES	0.00	0.00	0.00	0.00	0.00
02-5-11-630 INSURANCE	200.00	0.00	52.00	26.00	148.00
02-5-11-648 IMMUNIZATIONS & PHYSICALS	1,400.00	64.00	128.00	9.14	1,272.00
02-5-11-650 REPAIRS & MAINTENANCE - VEH &	0.00	0.00	0.00	0.00	0.00
02-5-11-655 JAIL MAINTENANCE FUND	32,000.00	6,145.94	20,954.77	65.48	11,045.23
02-5-11-659 INMATE MEDICAL	250.00	0.00	291.60	116.64 {	41.60}
02-5-11-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
02-5-11-700 EQUIPMENT PURCHASES	0.00	0.00	6,155.00	0.00 {	6,155.00}
TOTAL JAIL DEPARTMENT	498,876.00	50,030.51	272,973.07	54.72	225,902.93

GOLF COURSE FUND

02-5-18-400 SALARIES	106,800.00	9,170.12	54,947.43	51.45	51,852.57
02-5-18-455 TEMP SERVICE WAGES	10,000.00	362.60	3,346.00	33.46	6,654.00
02-5-18-502 PAYROLL TAX	8,170.00	687.52	3,987.10	48.80	4,182.90
02-5-18-503 GROUP INSURANCE	11,500.00	3,883.90	9,707.30	84.41	1,792.70
02-5-18-504 PENSION EXPENSE	3,400.00	270.16	1,748.16	51.42	1,651.84

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

02 -CITY GENERAL FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-18-510 TRAVEL & TRAINING EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-18-515 SAFETY SUPPLIES	0.00	0.00	0.00	0.00	0.00
02-5-18-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
02-5-18-580 UNIFORM EXPENSE	0.00	0.00	0.00	0.00	0.00
02-5-18-601 MATERIALS AND SUPPLIES	47,000.00	2,276.08	10,876.29	23.14	36,123.71
02-5-18-610 TELEPHONE	4,092.00	760.32	2,644.58	64.63	1,447.42
02-5-18-612 COST OF GOODS - PRO SHOP	0.00	0.00	0.00	0.00	0.00
02-5-18-619 BUILDING EXPENSE	0.00	71.50	528.00	0.00	(528.00)
02-5-18-620 UTILITIES	3,000.00	185.17	1,037.30	34.58	1,962.70
02-5-18-625 RENT	0.00	0.00	0.00	0.00	0.00
02-5-18-630 INSURANCE	5,600.00	0.00	5,421.62	96.81	178.38
02-5-18-640 DUES, MBRSHPS & SUBSCRIPTIONS	150.00	0.00	0.00	0.00	150.00
02-5-18-645 ADV, PROMOTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
02-5-18-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	32.00	0.00	(32.00)
02-5-18-650 REPAIRS & MAINTENANCE - VEH &	15,000.00	852.65	12,207.29	81.38	2,792.71
02-5-18-651 OPERATING EXPENSES - VEHICLES	7,500.00	0.00	2,818.28	37.58	4,681.72
02-5-18-686 EQUIPMENT RENTAL	1,500.00	0.00	0.00	0.00	1,500.00
02-5-18-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
02-5-18-895 CAPITAL LEASE PAYMENTS	32,253.00	3,053.27	11,997.67	37.20	20,255.33
TOTAL GOLF COURSE FUND	255,965.00	21,573.29	121,299.02	47.39	134,665.98
 HUMANE SHELTER FUND					
02-5-19-400 SALARIES	83,958.00	4,419.36	28,225.50	33.62	55,732.50
02-5-19-455 TEMP SERVICE WAGES	0.00	5,735.45	27,132.58	0.00	(27,132.58)
02-5-19-502 PAYROLL TAX	6,423.00	331.68	2,117.59	32.97	4,305.41
02-5-19-503 GROUP INSURANCE	8,600.00	900.02	2,427.25	28.22	6,172.75
02-5-19-504 PENSION EXPENSE	1,250.00	93.56	605.40	48.43	644.60
02-5-19-510 TRAVEL & TRAINING EXPENSE	1,000.00	0.00	39.24	3.92	960.76
02-5-19-515 SAFETY SUPPLIES	200.00	0.00	38.50	19.25	161.50
02-5-19-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
02-5-19-580 UNIFORM EXPENSE	1,100.00	0.00	184.80	16.80	915.20
02-5-19-601 MATERIALS AND SUPPLIES	26,000.00	1,589.31	14,541.27	55.93	11,458.73
02-5-19-610 TELEPHONE	9,800.00	1,423.70	4,992.30	50.94	4,807.70
02-5-19-611 VET BILLS	10,000.00	694.78	3,854.84	38.55	6,145.16
02-5-19-619 BUILDING EXPENSE	4,000.00	158.60	879.11	21.98	3,120.89
02-5-19-620 UTILITIES	1,600.00	106.16	663.96	41.50	936.04
02-5-19-630 INSURANCE	1,400.00	0.00	809.38	57.81	590.62
02-5-19-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00
02-5-19-645 ADV, PROMOTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
02-5-19-648 IMMUNIZATIONS & PHYSICALS	500.00	0.00	0.00	0.00	500.00
02-5-19-650 REPAIRS & MAINTENANCE - VEH &	1,500.00	0.00	254.39	16.96	1,245.61
02-5-19-651 OPERATING EXPENSES - VEHICLES	3,000.00	189.98	1,643.21	54.77	1,356.79
02-5-19-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
TOTAL HUMANE SHELTER FUND	160,331.00	15,642.60	88,409.32	55.14	71,921.68
 TOTAL EXPENDITURES					
	5,510,556.00	506,254.18	3,013,895.17	54.69	2,496,660.83
 REVENUES OVER/(UNDER) EXPENDITURES					
	(1,248,823.00)	(146,055.97)	(1,088,663.45)		(160,159.55)

03 -STREET FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
03-106	FNBEA-STREET FUND(9910)	136.70	
03-115	BANCORP-STREET FUND(0449)	20,578.59	
03-127	TAX RECEIPTS RECEIVABLE	1,585.42	
03-130	DUE TO/FROM OTHER FUNDS	(789,637.71)	
03-133	DUE FROM SANITATION	0.00	
03-136	DUE FROM OML&P	0.00	
03-195	FIXED ASSETS	0.00	
03-196	ACCUMULATED DEPRECIATION	0.00	
			(767,337.00)
TOTAL ASSETS			(767,337.00)
			=====
LIABILITIES			
=====			
03-201	ACCOUNTS PAYABLE	23,230.58	
03-220	DUE TO OTHER FUNDS	0.00	
03-236	ACCRUED WAGES	16,536.13	
03-246	ASSIGNED REVENUE-FUTURE EXP	76,036.92	
	TOTAL LIABILITIES		115,803.63
EQUITY			
=====			
03-291	BEGINNING FUND BALANCE	(676,915.15)	
	TOTAL BEGINNING EQUITY	(676,915.15)	
TOTAL REVENUE		278,078.21	
TOTAL EXPENSES		484,303.69	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(206,225.48)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			(883,140.63)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			(767,337.00)
			=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

03 -STREET FUND
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
STREET DEPT	<u>538,471.00</u>	<u>48,279.37</u>	<u>278,078.21</u>	<u>51.64</u>	<u>260,392.79</u>
TOTAL REVENUES	<u>538,471.00</u>	<u>48,279.37</u>	<u>278,078.21</u>	<u>51.64</u>	<u>260,392.79</u>
<u>EXPENDITURE SUMMARY</u>					
STREET DEPT	<u>1,172,319.00</u>	<u>74,744.32</u>	<u>484,303.69</u>	<u>41.31</u>	<u>688,015.31</u>
TOTAL EXPENDITURES	<u>1,172,319.00</u>	<u>74,744.32</u>	<u>484,303.69</u>	<u>41.31</u>	<u>688,015.31</u>
REVENUES OVER/(UNDER) EXPENDITURES	(633,848.00)	(26,464.95)	(206,225.48)		(427,622.52)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

03 -STREET FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREET DEPT</u>					
03-4-06-314 GENERAL REVENUE (STATE OF ARK)	0.00	0.00	0.00	0.00	0.00
03-4-06-322 DEBRIS REMOVAL	0.00	0.00	0.00	0.00	0.00
03-4-06-385 SALE OF ASSETS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00
03-4-06-386 STREET REVENUE TURNBACK	538,435.00	48,278.29	277,274.60	51.50	261,160.40
03-4-06-387 MILLAGE TAX ALLOCATION	0.00	0.00	0.00	0.00	0.00
03-4-06-390 INTEREST INCOME	36.00	1.08	23.61	65.58	12.39
03-4-06-395 MISCELLANEOUS	0.00	0.00	780.00	0.00	780.00
03-4-06-957 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL STREET DEPT	538,471.00	48,279.37	278,078.21	51.64	260,392.79
<u>TOTAL REVENUES</u>					
	538,471.00	48,279.37	278,078.21	51.64	260,392.79

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

03 -STREET FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREET DEPT</u>					
03-5-06-440 SALARY-ENGINEER	0.00	0.00	0.00	0.00	0.00
03-5-06-441 WAGES-STREET EMPLOYEES	492,262.00	31,648.84	218,785.39	44.44	273,476.61
03-5-06-455 TEMP SERVICES WAGES	108,000.00	3,626.00	40,537.26	37.53	67,462.74
03-5-06-502 PAYROLL TAX	37,658.00	2,354.12	16,245.97	43.14	21,412.03
03-5-06-503 GROUP INSURANCE	54,500.00	9,478.09	27,604.73	50.65	26,895.27
03-5-06-504 PENSION EXPENSE	10,600.00	782.24	5,081.86	47.94	5,518.14
03-5-06-510 TRAVEL & TRAINING EXPENSE	800.00	0.00	998.02	124.75 (	198.02)
03-5-06-515 SAFETY SUPPLIES	9,925.00	1,348.44	2,334.57	23.52	7,590.43
03-5-06-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
03-5-06-580 UNIFORM EXPENSE	3,200.00	470.82	1,083.72	33.87	2,116.28
03-5-06-601 MATERIALS AND SUPPLIES	35,000.00	1,833.04	6,790.40	19.40	28,209.60
03-5-06-610 TELEPHONE	6,500.00	1,353.51	4,180.33	64.31	2,319.67
03-5-06-619 BUILDING EXPENSE	15,000.00	2,035.65	6,391.59	42.61	8,608.41
03-5-06-620 UTILITIES	0.00	0.00	0.00	0.00	0.00
03-5-06-630 INSURANCE	27,500.00	0.00	20,924.57	76.09	6,575.43
03-5-06-640 DUES, MBRSHPS & SUBSCRIPTIONS	500.00	0.00	0.00	0.00	500.00
03-5-06-645 ADV, PROMOTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
03-5-06-647 LICENSES	0.00	50.00	50.00	0.00 (	50.00)
03-5-06-648 IMMUNIZATIONS & PHYSICALS	850.00	0.00	509.00	59.88	341.00
03-5-06-650 REPAIRS & MAINTENANCE - VEH &	60,000.00	2,205.27	22,187.76	36.98	37,812.24
03-5-06-651 OPERATING EXPENSES - VEHICLES	75,000.00	9,341.57	37,723.32	50.30	37,276.68
03-5-06-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
03-5-06-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
03-5-06-750 ASPHALT	10,000.00	1,427.58	2,765.49	27.65	7,234.51
03-5-06-751 GRAVEL	1,500.00	0.00	0.00	0.00	1,500.00
03-5-06-752 CULVERTS & DRAINS, ETC.	2,000.00	0.00	0.00	0.00	2,000.00
03-5-06-753 STREET-REPAIR CONTRACT	125,000.00	0.00	0.00	0.00	125,000.00
03-5-06-755 STREET PAINTING	1,000.00	0.00	0.00	0.00	1,000.00
03-5-06-756 SIGNS	2,000.00	299.63	410.87	20.54	1,589.13
03-5-06-840 DUMPING-DISPOSAL	47,000.00	6,232.12	53,676.68	114.21 (	6,676.68)
03-5-06-895 CAPITAL LEASE PAYMENTS	46,524.00	257.40	16,022.16	34.44	30,501.84
03-5-06-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
03-5-06-903 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL STREET DEPT	1,172,319.00	74,744.32	484,303.69	41.31	688,015.31
<hr/>					
TOTAL EXPENDITURES	1,172,319.00	74,744.32	484,303.69	41.31	688,015.31
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(633,848.00) (	26,464.95) (	206,225.48)	(	427,622.52)

04 -SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
04-106	FNBEA-SANITATION FUND(9929)	2,321.92	
04-107	FNBEA SANITATION	4,987.95	
04-114	PREPAID INSURANCE	1,102.00	
04-115	BANCORP-SANITATION FUND(9951)	10,961.73	
04-130	DUE TO/FROM OTHER FUNDS	2,929.25	
04-136	DUE FROM OML&P	0.00	
04-185	TOOLS AND EQUIPMENT	2,334,265.64	
04-188	LAND PLANT SITE	47,257.70	
04-189	AUTO & TRUCKS	27,719.68	
04-193	WASTE TO ENERGY FACILITY	1,444,544.38	
04-194	RESERVE FOR DEPR WASTE FACILIT	(1,917,179.61)	
		<u>1,958,910.64</u>	
	TOTAL ASSETS		<u>1,958,910.64</u>
=====			
LIABILITIES			
=====			
04-201	ACCOUNTS PAYABLE	16,710.12	
04-220	DUE TO OTHER FUNDS	0.00	
04-226	DUE TO STREET FUND	0.00	
04-232	COMPENSATED ABSENCES	11,199.88	
04-234	INACTIVE	0.00	
04-236	ACCRUED WAGES	12,620.64	
04-241	ACCRUED INTEREST PAYABLE	353.28	
04-246	ASSIGNED REVENUE-FUTURE EXP	0.00	
04-258	LEASE PAYABLES	0.00	
04-262	LEASE PAYABLE-CASE	0.00	
04-263	N/P BCS COMM L GARBAGE TRUCK	248,483.39	
04-267	N/P BCS KNUCKLEBOOM TRUCK	130,340.01	
04-269	N/P BCS COMM L ROLL-OFF	115,244.69	
04-270	N/P BCS RESIDNTL GARBAGE TRUCK	229,610.00	
04-272	N/P BCS JOHN DEERE BACKHOE	17,411.47	
04-280	CONTRIBUTED CAPITAL	693,653.25	
	TOTAL LIABILITIES	<u>1,475,626.73</u>	
EQUITY			
=====			
04-290	RETAINED EARNINGS	546,224.03	
04-291	FUND BALANCE	0.00	
	TOTAL BEGINNING EQUITY	<u>546,224.03</u>	
	TOTAL REVENUE	496,160.80	
	TOTAL EXPENSES	<u>559,100.92</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(62,940.12)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>483,283.91</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>1,958,910.64</u>
=====			

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

04 -SANITATION FUND
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SANITATION	854,779.00	69,662.79	441,920.35	51.70	412,858.65
COMPOSTING DEPT	0.00	0.00	0.00	0.00	0.00
PEST CONTROL FUND	107,772.00	9,030.57	54,240.45	50.33	53,531.55
TOTAL REVENUES	962,551.00	78,693.36	496,160.80	51.55	466,390.20
<u>EXPENDITURE SUMMARY</u>					
SANITATION	1,018,882.00	79,265.26	511,226.12	50.18	507,655.88
COMPOSTING DEPT	18,500.00	1,215.50	4,815.17	26.03	13,684.83
PEST CONTROL FUND	86,500.00	7,642.94	43,059.63	49.78	43,440.37
TOTAL EXPENDITURES	1,123,882.00	88,123.70	559,100.92	49.75	564,781.08
REVENUES OVER/(UNDER) EXPENDITURES	(161,331.00)	(9,430.34)	(62,940.12)		(98,390.88)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

04 -SANITATION FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION</u>					
04-4-07-300 SALES	854,755.00	69,662.02	420,167.30	49.16	434,587.70
04-4-07-302 FREE SERVICE	0.00	0.00	0.00	0.00	0.00
04-4-07-322 DEBRIS REMOVAL	0.00	0.00	0.00	0.00	0.00
04-4-07-385 SALE OF ASSETS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00
04-4-07-390 INTEREST INCOME	24.00	0.77	42.80	178.33 {	18.80}
04-4-07-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
04-4-07-396 GRANT INCOME	0.00	0.00	21,710.25	0.00 {	21,710.25}
04-4-07-957 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL SANITATION	854,779.00	69,662.79	441,920.35	51.70	412,858.65
<u>COMPOSTING DEPT</u>					
04-4-10-300 SALES	0.00	0.00	0.00	0.00	0.00
04-4-10-307 TIPPING FEES	0.00	0.00	0.00	0.00	0.00
04-4-10-318 USER FEES (GARBAGE)	0.00	0.00	0.00	0.00	0.00
04-4-10-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
04-4-10-398 RENT INCOME	0.00	0.00	0.00	0.00	0.00
TOTAL COMPOSTING DEPT	0.00	0.00	0.00	0.00	0.00
<u>PEST CONTROL FUND</u>					
04-4-20-300 SALES	107,772.00	9,030.57	54,240.45	50.33	53,531.55
04-4-20-302 FREE SERVICE	0.00	0.00	0.00	0.00	0.00
04-4-20-318 USER FEES (GARBAGE)	0.00	0.00	0.00	0.00	0.00
04-4-20-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL PEST CONTROL FUND	107,772.00	9,030.57	54,240.45	50.33	53,531.55
<hr/>					
TOTAL REVENUES	962,551.00	78,693.36	496,160.80	51.55	466,390.20
<hr/>					

04 -SANITATION FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SANITATION					
04-5-07-450 SALARY SUPERVISOR	60,652.00	0.00	0.00	0.00	60,652.00
04-5-07-451 WAGES-GARBAGE COLLECTIONS	281,830.00	26,072.41	180,894.19	64.19	100,935.81
04-5-07-455 TEMP SERVICE WAGES	48,000.00	2,486.40	21,909.48	45.64	26,090.52
04-5-07-502 PAYROLL TAX	26,200.00	1,929.52	13,415.78	51.21	12,784.22
04-5-07-503 GROUP INSURANCE	28,500.00	6,287.49	16,613.33	58.29	11,886.67
04-5-07-504 PENSION EXPENSE	10,500.00	663.44	4,822.32	45.93	5,677.68
04-5-07-510 TRAVEL & TRAINING EXPENSE	0.00	0.00	282.66	0.00	(282.66)
04-5-07-515 SAFETY SUPPLIES	5,900.00	207.91	614.66	10.42	5,285.34
04-5-07-550 EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	0.00
04-5-07-580 UNIFORM EXPENSE	1,800.00	1,231.25	1,802.63	100.15	(2.63)
04-5-07-601 MATERIALS AND SUPPLIES	10,000.00	160.56	11,174.79	111.75	(1,174.79)
04-5-07-610 TELEPHONE	4,500.00	493.73	1,665.17	37.00	2,834.83
04-5-07-619 BUILDING EXPENSE	3,600.00	244.34	1,806.48	50.18	1,793.52
04-5-07-620 UTILITIES	1,400.00	231.09	1,315.78	93.98	84.22
04-5-07-630 INSURANCE	21,800.00	0.00	16,898.53	77.52	4,901.47
04-5-07-642 GARBAGE BAGS	16,000.00	(1,062.00)	20,754.72	129.72	(4,754.72)
04-5-07-645 ADV, PROMOTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
04-5-07-647 LICENSES	1,250.00	75.00	75.00	6.00	1,175.00
04-5-07-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	175.00	70.00	75.00
04-5-07-650 REPAIRS & MAINTENANCE - VEH &	18,500.00	401.05	8,889.88	48.05	9,610.12
04-5-07-651 OPERATING EXPENSES - VEHICLES	38,000.00	3,485.68	21,672.88	57.03	16,327.12
04-5-07-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
04-5-07-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
04-5-07-764 DEPRECIATION EXPENSE	198,000.00	16,500.00	99,000.00	50.00	99,000.00
04-5-07-840 DUMPING-DISPOSAL	220,000.00	16,883.08	73,615.44	33.46	146,384.56
04-5-07-886 INTEREST EXPENSE	22,200.00	2,974.31	13,827.40	62.29	8,372.60
04-5-07-895 CAPITAL LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00
04-5-07-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
04-5-07-903 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL SANITATION	1,018,882.00	79,265.26	511,226.12	50.18	507,655.88
COMPOSTING DEPT					
04-5-10-400 SALARIES	0.00	0.00	0.00	0.00	0.00
04-5-10-502 PAYROLL TAX	0.00	0.00	0.00	0.00	0.00
04-5-10-503 GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00
04-5-10-504 PENSION EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-10-510 TRAVEL & TRAINING EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-10-515 SAFETY SUPPLIES	0.00	0.00	0.00	0.00	0.00
04-5-10-580 UNIFORM EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-10-601 MATERIALS AND SUPPLIES	1,000.00	0.00	25.06	2.51	974.94
04-5-10-620 UTILITIES	0.00	0.00	0.00	0.00	0.00
04-5-10-630 INSURANCE	0.00	0.00	0.00	0.00	0.00
04-5-10-647 LICENSES	0.00	0.00	0.00	0.00	0.00
04-5-10-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	0.00	0.00	0.00
04-5-10-650 REPAIRS & MAINTENANCE - VEH &	15,000.00	1,215.50	4,790.11	31.93	10,209.89
04-5-10-651 OPERATING EXPENSES - VEHICLES	2,500.00	0.00	0.00	0.00	2,500.00
04-5-10-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

04 -SANITATION FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
04-5-10-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
04-5-10-764 DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-10-765 INACTIVE	0.00	0.00	0.00	0.00	0.00
04-5-10-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL COMPOSTING DEPT	18,500.00	1,215.50	4,815.17	26.03	13,684.83
 PEST CONTROL FUND					
04-5-20-400 SALARIES	0.00	0.00	0.00	0.00	0.00
04-5-20-502 PAYROLL TAX	0.00	0.00	0.00	0.00	0.00
04-5-20-503 GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00
04-5-20-504 PENSION EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-20-510 TRAVEL & TRAINING EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-20-515 SAFETY SUPPLIES	0.00	0.00	0.00	0.00	0.00
04-5-20-580 UNIFORM EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-20-601 MATERIALS AND SUPPLIES	1,500.00	13,607.09	559.61	37.31	940.39
04-5-20-602 CHEMICALS AND SUPPLIES	85,000.00	21,250.03	42,500.02	50.00	42,499.98
04-5-20-610 TELEPHONE	0.00	0.00	0.00	0.00	0.00
04-5-20-619 BUILDING EXPENSE	0.00	0.00	0.00	0.00	0.00
04-5-20-620 UTILITIES	0.00	0.00	0.00	0.00	0.00
04-5-20-630 INSURANCE	0.00	0.00	0.00	0.00	0.00
04-5-20-647 LICENSES	0.00	0.00	0.00	0.00	0.00
04-5-20-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	0.00	0.00	0.00
04-5-20-650 REPAIRS & MAINTENANCE - VEH &	0.00	0.00	0.00	0.00	0.00
04-5-20-651 OPERATING EXPENSES - VEHICLES	0.00	0.00	0.00	0.00	0.00
04-5-20-686 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00
04-5-20-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
04-5-20-764 DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL PEST CONTROL FUND	86,500.00	7,642.94	43,059.63	49.78	43,440.37
 TOTAL EXPENDITURES	1,123,882.00	88,123.70	559,100.92	49.75	564,781.08
 REVENUES OVER/(UNDER) EXPENDITURES	(161,331.00)	(9,430.34)	(62,940.12)		(98,390.88)

05 -AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
05-101	REGIONS-AIRPORT OPERATING(680)	500.00	
05-105	BANCORP-AIRPORT GRANT(6248)	74,874.11	
05-123	AR-OTHER	0.00	
05-130	DUE TO/FROM OTHER FUNDS	(25,325.00)	
05-135	DUE FROM GRANTS	<u>0.00</u>	
			<u>50,049.11</u>
TOTAL ASSETS			<u>50,049.11</u>
=====			
LIABILITIES			
=====			
05-201	ACCOUNTS PAYABLE	0.00	
05-220	DUE TO OTHER FUNDS	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
05-291	BEGINNING FUND BALANCE	<u>57,332.72</u>	
	TOTAL BEGINNING EQUITY	57,332.72	
TOTAL REVENUE		3,018.69	
TOTAL EXPENSES		<u>10,302.30</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(7,283.61)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>50,049.11</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>50,049.11</u>
=====			

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

05 -AIRPORT FUND
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
AIRPORT	0.00	3.10	3,018.69	0.00 (	3,018.69)
TOTAL REVENUES	0.00	3.10	3,018.69	0.00 (	3,018.69)
<u>EXPENDITURE SUMMARY</u>					
AIRPORT	0.00	3,171.91	10,302.30	0.00 (	10,302.30)
TOTAL EXPENDITURES	0.00	3,171.91	10,302.30	0.00 (	10,302.30)
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	3,168.81) (	7,283.61)		7,283.61

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

05 -AIRPORT FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
AIRPORT					
05-4-09-390 INTEREST INCOME	0.00	3.10	18.69	0.00 (	18.69)
05-4-09-391 RENTAL INCOME	0.00	0.00	3,000.00	0.00 (	3,000.00)
05-4-09-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
05-4-09-396 GRANT INCOME	0.00	0.00	0.00	0.00	0.00
05-4-09-957 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL AIRPORT	0.00	3.10	3,018.69	0.00 (	3,018.69)
<hr/>					
TOTAL REVENUES	0.00	3.10	3,018.69	0.00 (	3,018.69)
	=====	=====	=====	=====	=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

05 -AIRPORT FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>AIRPORT</u>					
05-5-09-400 SALARIES	0.00	500.00	3,000.00	0.00 (	3,000.00)
05-5-09-502 PAYROLL TAX	0.00	6.95	41.70	0.00 (	41.70)
05-5-09-503 GROUP INSURANCE	0.00	1,741.67	4,213.92	0.00 (	4,213.92)
05-5-09-601 MATERIALS AND SUPPLIES	0.00	562.06	562.06	0.00 (	562.06)
05-5-09-610 TELEPHONE	0.00	0.00	0.00	0.00	0.00
05-5-09-619 BUILDING EXPENSE	0.00	361.23	2,184.12	0.00 (	2,184.12)
05-5-09-620 UTILITIES	0.00	0.00	0.00	0.00	0.00
05-5-09-630 INSURANCE	0.00	0.00	300.50	0.00 (	300.50)
05-5-09-647 LICENSES	0.00	0.00	0.00	0.00	0.00
05-5-09-649 REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00
05-5-09-700 EQUIPMENT PURCHASES	0.00	0.00	0.00	0.00	0.00
05-5-09-890 GRANT EXPENSE	0.00	0.00	0.00	0.00	0.00
05-5-09-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
05-5-09-903 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL AIRPORT	0.00	3,171.91	10,302.30	0.00 (	10,302.30)
<u>TOTAL EXPENDITURES</u>					
	0.00	3,171.91	10,302.30	0.00 (	10,302.30)
<u>REVENUES OVER/(UNDER) EXPENDITURES</u>					
	0.00 (	3,168.81) (	7,283.61)		7,283.61

07 -FIREMEN'S PENSION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
07-101	CASH IN BANK - REGIONS BANK	0.00	
07-106	CASH IN BANK - FNBEA	0.00	
07-115	BANCORP-FIRE PENSION(6557)	59,746.33	
07-130	DUE TO/FROM OTHER FUNDS	0.00	
07-158	CHARLES SCHWAB	<u>2,553,982.41</u>	
			<u>2,613,728.74</u>
TOTAL ASSETS			<u>2,613,728.74</u>
=====			
LIABILITIES			
=====			
07-201	ACCOUNTS PAYABLE	0.00	
07-202	FEDERAL W/H PAYABLE	0.00	
07-203	SOC SECURITY W/H PAYABLE	0.00	
07-207	GROUP INSURANCE W/H	0.00	
07-220	DUE TO OTHER FUNDS	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
07-291	BEGINNING FUND BALANCE	0.00	
07-292	RESERVE FOR RETIREMENT BENEFIT	2,721,064.36	
07-293	ACTIVE MEMBER PENSION W/H	<u>0.00</u>	
	TOTAL BEGINNING EQUITY	<u>2,721,064.36</u>	
TOTAL REVENUE		17.02	
TOTAL EXPENSES		<u>107,352.64</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(107,335.62)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>2,613,728.74</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>2,613,728.74</u>
=====			

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

07 -FIREMEN'S PENSION FUND
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
FIREMEN'S PENSION	<u>0.00</u>	<u>3.08</u>	<u>17.02</u>	<u>0.00</u>	<u>(17.02)</u>
TOTAL REVENUES	<u>0.00</u>	<u>3.08</u>	<u>17.02</u>	<u>0.00</u>	<u>(17.02)</u>
<u>EXPENDITURE SUMMARY</u>					
FIREMEN'S PENSION	<u>0.00</u>	<u>17,731.50</u>	<u>107,352.64</u>	<u>0.00</u>	<u>(107,352.64)</u>
TOTAL EXPENDITURES	<u>0.00</u>	<u>17,731.50</u>	<u>107,352.64</u>	<u>0.00</u>	<u>(107,352.64)</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(17,728.42)	(107,335.62)		107,335.62

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

07 -FIREMEN'S PENSION FUND

50.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>FIREMEN'S PENSION</u>					
07-4-17-309 6% SALARIES W/H	0.00	0.00	0.00	0.00	0.00
07-4-17-311 DELINQUENT TAXES	0.00	0.00	0.00	0.00	0.00
07-4-17-312 6% CITY MATCHING	0.00	0.00	0.00	0.00	0.00
07-4-17-317 PAYMENT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00
07-4-17-378 FIRE GUARANTEE FUND	0.00	0.00	0.00	0.00	0.00
07-4-17-379 FUTURE SUPPLEMENT FIRE	0.00	0.00	0.00	0.00	0.00
07-4-17-380 STATE INSURANCE TURNBACK	0.00	0.00	0.00	0.00	0.00
07-4-17-387 MILLAGE TAX ALLOCATION	0.00	0.00	0.00	0.00	0.00
07-4-17-388 GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00
07-4-17-389 DIVIDEND INCOME	0.00	0.00	0.00	0.00	0.00
07-4-17-390 INTEREST INCOME	0.00	3.08	17.02	0.00 (	17.02)
07-4-17-395 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
07-4-17-957 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL FIREMEN'S PENSION	0.00	3.08	17.02	0.00 (	17.02)
<hr/>					
TOTAL REVENUES	0.00	3.08	17.02	0.00 (	17.02)
<hr/>					

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

07 -FIREMEN'S PENSION FUND

50.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>FIREMEN'S PENSION</u>					
07-5-17-502 PAYROLL TAX	0.00	0.00	0.00	0.00	0.00
07-5-17-503 GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00
07-5-17-504 PENSION EXPENSE	0.00	17,731.50	106,389.00	0.00 (	106,389.00)
07-5-17-509 REFUND OF CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
07-5-17-601 MATERIALS AND SUPPLIES	0.00	0.00	238.64	0.00 (	238.64)
07-5-17-643 ACCOUNTING & PROFESSIONAL FEES	0.00	0.00	725.00	0.00 (	725.00)
07-5-17-644 INVESTMENT MANAGER FEES	0.00	0.00	0.00	0.00	0.00
07-5-17-892 UNREALIZED GAIN(LOSS)MK	0.00	0.00	0.00	0.00	0.00
07-5-17-899 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
07-5-17-903 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
TOTAL FIREMEN'S PENSION	0.00	17,731.50	107,352.64	0.00 (	107,352.64)
<u>TOTAL EXPENDITURES</u>					
	0.00	17,731.50	107,352.64	0.00 (	107,352.64)
<u>=====</u>					
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	17,728.42) (	107,335.62)		107,335.62

08 -OSCEOLA RIVERPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
08-101	CASH GRANT ACCOUNT	484,500.00
08-113	ACCRUED RECEIVABLE	(25,585.60)
08-130	DUE TO/FROM OTHER FUNDS	34,397.38
08-188	LAND RIGHT OF WAY	50,050.00
08-191	BUILDINGS & FACILITIES	3,780,352.20
08-192	ACCUMULATED DEPRECIATION	(1,592,664.58)
		<u>2,731,049.40</u>
TOTAL ASSETS		<u>2,731,049.40</u>
=====		
LIABILITIES		
=====		
08-207	UNEARNED LEASE INCOME	2,500.00
08-280	CONTRIBUTED CAPITAL	<u>103,719.13</u>
	TOTAL LIABILITIES	<u>106,219.13</u>
EQUITY		
=====		
08-290	RETAINED EARNINGS	<u>2,149,932.89</u>
	TOTAL BEGINNING EQUITY	<u>2,149,932.89</u>
TOTAL REVENUE		474,897.38
TOTAL EXPENSES		<u>0.00</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		474,897.38
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>2,624,830.27</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>2,731,049.40</u>
=====		

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 201908 -OSCEOLA RIVERPORT FUND
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
REVENUE SUMMARY					
<hr/>					
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2019

08 -OSCEOLA RIVERPORT FUND

	50.00% OF FISCAL YEAR				
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

09 -BICENTENNIAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
<u>=====</u>		
09-101	CASH FIRST COMM CD	<u>7,547.72</u>
		<u>7,547.72</u>
TOTAL ASSETS		<u>7,547.72</u>
		<u>=====</u>
<u>EQUITY</u>		
<u>=====</u>		
09-292	FUND BALANCE	<u>7,547.72</u>
	TOTAL BEGINNING EQUITY	<u>7,547.72</u>
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>7,547.72</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>7,547.72</u>
		<u>=====</u>

CITY OF OSCEOLA
BALANCE SHEET
AS OF: JUNE 30TH, 2019

10 -BONDS & FINES

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
=====		
10-101	BANCORP BONDS & FINES(4075)	5,943.81
10-103	BANCORP COMMISSARY(4091)	<u>1,339.20</u>
		<u>7,283.01</u>
TOTAL ASSETS		<u>7,283.01</u>
		=====
<u>EQUITY</u>		
=====		
10-292	FUND BALANCE	5,943.81
10-293	DUE TO DETAINEES	<u>1,339.20</u>
	TOTAL BEGINNING EQUITY	<u>7,283.01</u>
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>7,283.01</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>7,283.01</u>
		=====

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OSCEOLA LIGHT & PO ACSC		CS# 087919999/066481613	216.90
			CS# 087919999/066481613	216.90
			CS#577649658/377659089	360.00
			CS#577649658/377659089	360.00
			COLLINS #008126025	231.00
			COLLINS #008126025	231.00
			CASE ID:141129637- T.BAKER	184.00
			CASE ID:141129637- T.BAKER	184.00
			K.MARTIN-CASE#632964899	110.00
			K.MARTIN-CASE#632964899	110.00
			CS#022394788	348.00
			CS#022394788	348.00
	DEPT OF FINANCE		STATE W/H	2,585.66
			STATE W/H	6.17
			STATE W/H	2,353.87
	OMLP PAYROLL		OMLP PY 06/06/19 BCS	7,718.07
			OMLP PY 06/06/2019 REG DD	37,068.96
			MANUAL CK J.BROWN 2019.06.	398.47
			OMLP PY 2019.06.20 BCS	7,430.54
			OMLP PY 2019.06.20 DD REGI	34,770.17
	MISCELLANEOUS V DUNCAN, MICHAEL		23-25800-02	132.48
	TECHLINE LTD		TECHLINE LTD	382.80
			TECHLINE LTD	990.00
			TECHLINE LTD	946.00
	CARINA TECHNOLOGY INC		CARINA TECHNOLOGY INC	38.70
	PROFESSIONAL CREDIT		NO.470CV-2013-172 L COLLIN	2.84
			NO.470CV-2013-172 L COLLIN	2.84
	MJMEUC		MJMEUC	439,505.11
	ENTERGY ARKANSAS INC.		ENTERGY ARKANSAS INC.	711.27
			ENTERGY ARKANSAS INC.	4,957.82
	FIRST NATIONAL BANK		FIRST NATIONAL BANK	125,000.00
	MCCLELLAND CONSULTING ENGINEERS		MCCLELLAND 175718 AND LR14	21,483.00
	BANCORPSOUTH EQUIP FINANCE		BANCORPSOUTH EQUIP FINANCE	5,680.31
	UTILITY SERVICE CO INC		UTILITY SERVICE CO INC	876.91
	EFTPS		FEDERAL W/H	5,947.52
			FEDERAL W/H	15.58
			FEDERAL W/H	5,416.77
			FICA W/H	3,888.38
			FICA W/H	28.74
			FICA W/H	3,659.46
			MEDICARE W/H	909.36
			MEDICARE W/H	6.72
			MEDICARE W/H	855.81
	SMC UNITED WAY		UNITED WAY	1.00
			UNITED WAY	1.00
	COMMERCIAL LOAN PROCESSING CENTER		COMMERCIAL LOAN PROCESSING	4,788.37
			COMMERCIAL LOAN PROCESSING	4,473.73
			COMM LOAN PR ON#0001348820	4,734.01
	MISSISSIPPI COUNTY ELECTRIC CORP, INC.		MISSISSIPPI COUNTY ELECTRI	795,249.26
	ANIXTER INC.		ANXTER	3,828.00
			ANIXTER INC.	3,828.00
	CORE & MAIN		CORE & MAIN	815.99
			CORE & MAIN	416.03
			CORE & MAIN	99.00
			CORE & MAIN	715.12
			CORE & MAIN	510.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FISHER & ARNOLD	FISHER & ARNOLD	527.04
			TOTAL:	1,536,657.61
ELECTRIC DEPT	OSCEOLA LIGHT & PO	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	144.89
		HAWKS USED CARS & AUTO	HAWKS USED CARS & AUTO	269.98
			HAWKS USED CARS & AUTO	1,054.58
		FOUNTAIN PLUMBING	FOUNTAIN PLUMBING	92.33
			FOUNTAIN PLUMBING	82.45
		KENNEMORE HOME	KENNEMORE HOME	0.45
			KENNEMORE HOME	223.07
			KENNEMORE HOME	26.82
			KENNEMORE HOME	5.25
			KENNEMORE HOME	29.89
			KENNEMORE HOME	12.45
			KENNEMORE HOME	4.43
			KENNEMORE HOME	17.55
		STROP'S AUTO SALES & SALVAGE	STROP'S AUTO SALES & SALVA	21.80
		LEGAL SHIELD	GROUP# 0038187	77.70
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	256.76
			REENTRY#: M01A12844035	87.08
		TIFCO INDUSTRIES	TIFCO INDUSTRIES	163.78
		DENVER'S LEASING INC	DENVERS LEASING	148.51
		CITIZENS FIDELITY INS	PAYOR# 07-0588716	135.57
		AUTOZONE	AUTOZONE	169.38
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	10.32
		RITTER COMMUNICATIONS	INV# 300279565 2019.05.23	85.94
		METLIFE GROUP BENEFITS	KM05592307 0001	109.94
			KM05592307 0002	143.14
			POLICY KM05592307-0002	1,339.13
		O'REILLY AUTO STORES INC	CUST# 1386536 ELECTRIC DEP	658.83
			CUST# 1386536 ELECTRIC DEP	156.10
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	553.64
		SEMO-NEARK	ANNUAL MEETING-P ADCOCK	210.00
		SOUTHERN TIRE MART LLC	SOUTHERN TIRE MART LLC	1,052.50
		VERIZON WIRELESS	VERIZON WIRELESS	619.81
			VERIZON WIRELESS	622.87
		DELTA VISION	CONT ID 1293520 CLIENT 253	104.62
		AT&T	AT&T	5,202.68
		EFTPS	FICA W/H	2,072.22
			FICA W/H	1,997.87
			MEDICARE W/H	484.61
			MEDICARE W/H	467.22
		JONESBORO HYDRAULICS	JONESBORO HYDRAULICS	1,228.42
		WEX FLEET UNIVERSAL	INV# 59016889 4/30/2019	2,116.11
		MILAN'S MINI MART	MILAN'S MINI MART	113.98
		BLACK HILLS ENERGY	ACCT# 3160 9353 97 ELECT O	41.73
			ACCT# 3160 6055 42 ELECT D	34.62
		CANNON FORD	CANNON FORD	133.43
			CANNON FORD	173.94
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	6,262.50
			TRUST-GRP-DIV: 1-00082-000	6,262.50
		YIG ADMINISTRATION	YIG ADMINISTRATION	104.86
			VENDOR 3805; INV# 18222	104.86
		CINTAS UNIFORM CORP 206	ACCT# 206-14797 ELECTRIC D	948.90
		ARAMARK	ARAMARK	151.80
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	1,591.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VERIZON NETWORK FLEET, INC	1,591.80
			TOTAL:	39,777.41
WATER DEPT	OSCEOLA LIGHT & PO	SCRUGGS EQUIPMENT CO	SCRUGGS EQUIPMENT CO	2,147.86
		BARTON'S OF OSCEOLA	BARTON'S OF OSCEOLA	15.49
			BARTON'S OF OSCEOLA	120.17
			BARTON'S OF OSCEOLA	120.17
			BARTON'S OF OSCEOLA	351.72
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	320.11
		BUGMOBILE OF AR INC	ACCT#7212 ELECT WRHSE	41.80
			INV# 10882072 WATER/SEWER	83.60
		FOUNTAIN PLUMBING	FOUNTAIN PLUMBING	42.00
		KENNMORE HOME	KENNMORE HOME	0.20
			KENNMORE HOME	49.91
			KENNMORE HOME	26.24
		LOWE'S BUSINESS ACCOUNT	ACCT# 821 3104 901373 8 O	504.02
		LEGAL SHIELD	GROUP# 0038187	35.90
		VULCAN MATERIALS COMPANY	VULCAN MATERIALS COMPANY	1,216.14
			VULCAN MATERIALS COMPANY	121.61
		AMERICAN HERITAGE LIFE	REENTRY#: M01A12844035	15.60
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	45.33
		AR DEPT OF HEALTH	AR DEPT OF HEALTH	10.00
			AR DEPT OF HEALTH	10.00
		METLIFE GROUP BENEFITS	KM05592307 0001	21.11
			KM05592307 0002	73.30
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	183.20
		APF FBO TEMPS PLUS	APF FBO TEMPS PLUS	1,400.00
			INV# 1453757	672.00
		FASTENAL COMPANY	FASTENAL COMPANY	132.46
		UTILITY SERVICE CO INC	UTILITY SERVICE CO INC	876.91
		VERIZON WIRELESS	VERIZON WIRELESS	86.58
			VERIZON WIRELESS	86.59
		DELTA VISION	CONT ID 1293520 CLIENT 253	17.58
		AT&T	AT&T	2,232.28
		EFTPS	FICA W/H	686.07
			FICA W/H	655.99
			MEDICARE W/H	160.45
			MEDICARE W/H	153.40
		GRACE COMMUNICATIONS. INC.	GRACE COMMUNICATIONS. INC.	1,294.94
		PURVIS IND.	PURVIS IND.	5.77
		NEAR READY MIX	NEAR READY MIX	353.38
		WEX FLEET UNIVERSAL	INV#59044501 4/30/2019	1,288.56
		MILAN'S MINI MART	MILAN'S MINI MART	62.14
		BLACK HILLS ENERGY	ACCT# 2405 1118 13 WATER D	26.60
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	3,365.00
			TRUST-GRP-DIV: 1-00082-000	3,365.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	53.43
			VENDOR 3805; INV# 18222	53.43
		CINTAS UNIFORM CORP 206	ACCT# 206-14802 WATER DEP	177.20
			ACCT# 206-14802 WATER DEP	37.95
			ACCT 206-14802 WATER	40.32
			ACCT 206-14802 WATER	178.16
		ARAMARK	ARAMARK	81.56
		GRAYBAR ELECTRIC CO.	GRAYBAR ELECTRIC CO.	1,883.59
		BRENNTAG MID-SOUTH, INC.	BRENNTAG MID-SOUTH, INC.	2,442.18
		VISA	VISA	13.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		L & L MUNICIPAL SUPPLIES7 TOOLS INC.	L & L MUNICIPAL SUPPLIES7	2,015.75
			TOTAL:	29,213.41
SEWER DEPT	OSCEOLA LIGHT & PO	WILLIAMS EQUIPMENT & SUPPLY	WILLIAMS EQUIPMENT & SUPPL	374.98
		BARTON'S OF OSCEOLA	BARTON'S OF OSCEOLA	13.19
			BARTON'S OF OSCEOLA	18.68
		MID SOUTH SALES	MID SOUTH SALES	1,234.20
		MCEC	ACCT# 1010951	778.20
		KENNEMORE HOME	KENNEMORE HOME	0.11
			KENNEMORE HOME	87.99
		LOWE'S BUSINESS ACCOUNT	ACCT# 821 3104 901373 8 O	388.40
		FISHER SCIENTIFIC	FISHER SCIENTIFIC	354.28
			FISHER SCIENTIFIC	1,448.06
		HENARD UTILITY PRODUCTS	HENARD UTILITY PRODUCTS	1,424.51
		TENCARVA MACHINERY COMPANY	TENCARVA MACHINERY COMPANY	512.38
		LEGAL SHIELD	GROUP# 0038187	73.80
		AMERICAN HERITAGE LIFE	REENTRY#: M01A12844035	204.04
		JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	67.49
		BRANDON HAYNES	BRANDON HAYNES	325.26
		METLIFE GROUP BENEFITS	KM05592307 0002	33.78
		USA BLUEBOOK	USA BLUEBOOK	954.77
		O'REILLY AUTO STORES INC	CUST# 1386545 2019.05.28	386.28
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	196.80
		DADDY RABBIT TRANSPORT, INC	DADDY RABBIT TRANSPORT, IN	1,090.43
		APF FBO TEMPS PLUS	INV# 1449827	1,400.00
			INV# 1451509	1,400.00
		FASTENAL COMPANY	FASTENAL COMPANY	3.31
		VERIZON WIRELESS	VERIZON WIRELESS	81.03
			VERIZON WIRELESS	81.04
		DELTA VISION	CONT ID 1293520 CLIENT 253	49.98
		AT&T	AT&T	386.10
		EFTPS	FICA W/H	580.43
			FICA W/H	28.74
			FICA W/H	521.05
			MEDICARE W/H	135.74
			MEDICARE W/H	6.72
			MEDICARE W/H	121.86
		ADEQ-WATER DIVISION	ADEQ-WATER DIVISION	40.00
			ADEQ-WATER DIVISION	80.00
		MISSISSIPPI COUNTY ELECTRIC CORP, INC.	ACCT# 1010951 5/2/2019	254.35
		WEX FLEET UNIVERSAL	INV# 58990493 4/30/19	105.36
		WAYPOINT ANALYTICAL	WAYPOINT ANALYTICAL	525.00
		FARM SOURCE AG.	FARM SOURCE AG.	1,131.42
		BLACK HILLS ENERGY	ACCT# 4671 3918 70	26.60
			ACCT# 2995 5000 39 SEWER P	29.28
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	2,430.00
			TRUST-GRP-DIV: 1-00082-000	1,962.50
		YIG ADMINISTRATION	YIG ADMINISTRATION	52.32
			VENDOR 3805; INV# 18222	44.83
		CINTAS UNIFORM CORP 206	ACCT# 206-14802 WATER DEP	568.45
			ACCT 206-14802 WATER	493.16
		BBVA COMPASS (TAG TRUCK CENTER)	BBVA COMPASS (TAG TRUCK CE	1,267.74
		GENFLOW, INC.	GENFLOW, INC.	975.40
		ENTERGY	INV# 365003994298 05/24/	36.89
			INV325004160708 5/24/2019	111.01
			TOTAL:	24,897.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATION	OSCEOLA LIGHT & PO	VICKY GILLENLINE	VICKY GILLENLINE	65.00
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	91.77
		BUGMOBILE OF AR INC	INV# 10882402 CITY HALL DR	105.60
			INV# 10882402 ODOR BAG	19.80
		QUILL CORP	QUILL CORP	69.00
			QUILL CORP	19.79
			QUILL CORP	38.25
			QUILL CORP	6.59
			QUILL CORP	86.27
			QUILL CORP	186.99
			QUILL CORP	0.28
			QUILL CORP	68.18
			QUILL CORP	159.49
			QUILL CORP	42.89
			QUILL CORP	63.53
			QUILL CORP	131.97
			QUILL CORP	17.15
			QUILL CORP	161.23
			QUILL CORP	398.67
			QUILL CORP	0.01
			QUILL CORP	125.38
			QUILL CORP	129.01
			QUILL CORP	34.74
		UNITED PARCEL SERVICE	INV# 0000E51641199	35.48
			INV# 0000E51641239	43.94
		KENNEBRO HOME	KENNEBRO HOME	4.40
		THOMAS SPEIGHT & NOBLE	THOMAS SPEIGHT & NOBLE	16,374.69
		CHAMBER OF COMMERCE	CHAMBER OF COMMERCE QRTL	5,000.00
		U.S. POSTAL SERVICE	U.S. POSTAL SERVICE	120.00
			CYCLE 1 POSTAGE 2019.06.1	466.49
			CYCLE 2 BILLING POSTAGE	377.26
			U.S. POSTAL SERVICE	315.97
		PETTY CASH	PETTY CASH	112.93
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	19.92
			REENTRY#: M01A12844035	47.64
		DENVER'S LEASING INC	DENVER'S LEASING INC	119.91
		CITIZENS FIDELITY INS	PAYOR# 07-0588716	26.95
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	694.09
			AT&T LONG DISTANCE	601.34
			AT&T LONG DISTANCE	510.88
		JANE STANFORD	JANE STANFORD	400.00
		METLIFE GROUP BENEFITS	KM05592307 0001	58.53
			KM05592307 0002	70.54
		COMMERCIAL COLLECTIONS	COMMERCIAL COLLECTIONS	334.13
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	98.30
		APF FBO TEMPS PLUS	APF FBO TEMPS PLUS	751.21
			INV# 1449827	737.87
			INV# 1451509	731.20
			INV# 1453757	582.30
		C & S CLEANING LLC	C & S CLEANING LLC	96.49
		GREATAMERICA LEASING CORP	GREATAMERICA LEASING CORP	126.51
		MEMPHIS COMMUNICATIONS CORP	CUST#C16484 INV#182452	460.84
			CUST# C16484 INV# 184262	58.65
			CUST#C16484 INV 182452	460.84
			CUST#C16484 INV 186135	483.89
		NEOFUNDS BY NEOPOST	ACCT# 7900 0440 8025 7441	70.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ARKANSAS ONE-CALL SYSTEM INC	ARKANSAS ONE-CALL SYSTEM I	80.08
		SECURE ON SITE	SECURE ON SITE	70.00
		VERIZON WIRELESS	VERIZON WIRELESS	750.29
			VERIZON WIRELESS	51.73
		DELTA VISION	CONT ID 1293520 CLIENT 253	23.44
		AT&T	AT&T	3,841.33
			AT&T	404.98
			AT&T	487.34
		RISK ASSESSMENT GROUP	RISK ASSESSMENT GROUP	153.00
		MAILFINANCE	INV# N7762777	1,105.50
		EFTPS	FICA W/H	549.66
			FICA W/H	484.55
			MEDICARE W/H	128.56
			MEDICARE W/H	113.33
		AT#T	AT#T ACCT#123845338	113.09
			AT#T	226.18
		OSCEOLA PRINTING & OFFICE SUPPLY	OSCEOLA PRINTING & OFFICE	35.20
			INV#	726.00
			OSCEOLA PRINTING & OFFICE	93.50
		COMMERCIAL LOAN PROCESSING CENTER	COMMERCIAL LOAN PROCESSING	314.64
			COMM LOAN PR ON#0001348820	54.36
			COMM LOAN PR ON#0001348820	239.41
		BLACK HILLS ENERGY	ACCT# 2370 1026 74 OMLP OF	26.60
		XEROX FINANCIAL SERVICES	INV# 1617404 5/10/2019	183.34
			INV# 1617404 5/10/2019	99.88
		DELTA CREATIVE	DELTA CREATIVE	440.00
		VILLAGE NEWS, INC.	ACCT#142908 STMT 1501019	75.00
			ACCT#142241 STMT 1492024	91.00
			ACCT#142241 STMT 1492024	78.00
			ACCT#142908 STMT 1492073	60.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	2,430.00
			TRUST-GRP-DIV: 1-00082-000	2,897.50
		YIG ADMINISTRATION	YIG ADMINISTRATION	75.79
			VENDOR 3805: INV# 18222	52.32
		CINTAS UNIFORM CORP 206	ACCT# 20614814 CITY HALL	1,065.76
		ARAMARK	ARAMARK	81.56
		SOUTHERN LAWN CARE	SOUTHERN LAWN CARE	45.00
			SOUTHERN LAWN CARE	45.00
		SALT GROUP OF ARKANSAS	SALT GROUP OF ARKANSAS	40.16
			SALT GROUP OF ARKANSAS	1,379.58
		VISA	VISA	33.84
		DON LINDSEY	DON LINDSEY	319.04
		AT&T MOBILITY	AT&T MOBILITY	505.49
			TOTAL:	52,486.47
NON-DEPARTMENTAL	CITY GENERAL FUND	ACSC	CS# 753128700 C NEWELL	232.00
			CS# 753128700 C NEWELL	232.00
			CS# 794605686 JERRY HENRY	210.00
			CS# 794605686 JERRY HENRY	210.00
			CS# 638974059 NICHOLAS MOO	234.00
			CS# 638974059 NICHOLAS MOO	234.00
			CASE# 418593212 J. RINEY	252.00
			CASE# 418593212 J. RINEY	252.00
			CS#893240601 N MOODY	200.00
			CS#893240601 N MOODY	200.00
			CASE#908264349	212.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CASE#908264349	212.00
			CASE #245015548	172.80
			CASE #245015548	172.80
			CASE# 453674538 R.WILLIAMS	168.00
			CASE# 453674538 R.WILLIAMS	168.00
			CASE ID:802158855-C.MINOR	140.00
			CASE ID:802158855-C.MINOR	140.00
			D DUNKIN- REMIT ID#0065845	387.60
			D DUNKIN- REMIT ID#0065845	387.60
			CASE#058477764 K.KEY	100.00
			CASE#058477764 K.KEY	100.00
		OSCEOLA FIRE DEPT	FIREMAN FUND	168.20
			FIREMAN FUND	138.73
		SYSCO MEMPHIS, LLC	SYSCO MEMPHIS, LLC	166.54
		DEPT OF FINANCE	STATE W/H	6,071.74
			STATE W/H	5,588.83
			STATE W/H	375.86
		CITY GENERAL FUND	CITY GENERAL FUND	50,000.00
		CITY PAYROLL	CITY PY 06/06/2019 BCS	17,358.22
			CITY PY 06/06/2019 REG DD	89,569.09
			CITY PY 2019.06.20 BCS	17,060.12
			CITY PY 2019.06.20 DD REGI	85,004.34
			ELECTED PY 2019.06.25	2,545.80
			ELECTED PY DD 2019.06.25	6,828.67
			CITY RETIREE DD 2019.06.25	5,500.10
		OSCEOLA LIGHT AND POWER	VAUGHN ACCT17-02900-01	200.00
			VAUGHN ACCT17-02900-01	200.00
		EFTPS	FEDERAL W/H	12,553.41
			FEDERAL W/H	11,471.70
			FEDERAL W/H	753.17
			FICA W/H	7,148.42
			FICA W/H	6,854.35
			FICA W/H	707.50
			MEDICARE W/H	2,042.16
			MEDICARE W/H	1,942.60
			MEDICARE W/H	165.46
		SMC UNITED WAY	UNITED WAY CONTRIBUTION	11.00
			UNITED WAY CONTRIBUTION	11.00
		DEPT OF FIN & ADM COLLECTION SECTION	CS #2018-002616	12.55
		BRAWLEY CONSULTING ENGINEERS, INC.	BRAWLEY CONSULTING ENGINEE	3,400.00
		DKB	DKB	16,199.90
			TOTAL:	354,666.26
ADMINISTRATION	CITY GENERAL FUND	RIVERLAWN COUNTRY CLUB	RIVERLAWN CC STATEMENT 5/2	122.13
		BUGMOBILE OF AR INC	INV#10882358 SR CITIZEN CT	41.80
		SEMINOLE CONTRACTING CO	SEMINOLE CONTRACTING CO	4,150.00
			SEMINOLE CONTRACTING CO	1,379.00
		LOWE'S BUSINESS ACCOUNT	ACCT# 821 3104 901373 8 0	11.14
		OLLIE COLLINS	PERSONAL VEHICLE TRAVEL	251.79
		DEPT OF WORKFORCE SERVICES	DEPT OF WORKFORCE SERVICES	46.00
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	386.12
			REENTRY#: M01A1282021	75.68
			REENTRY#: M01A12844035	44.16
		METLIFE GROUP BENEFITS	KM05592307 0002	236.39
		AT&T	ACCT# 87056351020696	166.17
		PROTECTIVE LIFE AGENT FOR	JEFFERSON NAT ACCT #265787	18.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	884.96
		KANSAS STATE BANK	KANSAS STATE BANK	3,619.44
		MAIN STREET OSCEOLA, INC	MAIN STREET OSCEOLA, INC	2,800.00
		VERIZON WIRELESS	VERIZON WIRELESS	390.15
			VERIZON WIRELESS	21.61
		DELTA VISION	CONT ID 1293520 CLIENT 253	222.54
		EFTPS	FICA W/H	107.31
			FICA W/H	107.31
			FICA W/H	701.87
			MEDICARE W/H	25.10
			MEDICARE W/H	25.10
			MEDICARE W/H	164.14
		WEX FLEET UNIVERSAL	INV# 59038764 4/30/19	352.57
		BLACK HILLS ENERGY	ACCT# 3204 6034 51 5/7/19	29.76
			ACCT# 2368 9136 35 5/7/19	87.06
			ACCT 3204 6034 51 TEEN CL	31.95
			ACCT# 2368 9136 35	55.64
		DEAN LAW FIRM, PLLC	DEAN LAW FIRM, PLLC	1,250.00
		VILLAGE NEWS, INC.	ACCT#142241 STMT 1492024	180.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	1,870.00
			TRUST-GRP-DIV: 1-00082-000	1,870.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	52.43
			VENDOR 3805; INV# 18222	52.43
		SOUTHERN LAWN CARE	SOUTHERN LAWN CARE	1,200.00
			SOUTHERN LAWN CARE	1,000.00
		GODSEY'S MR FIX-IT	GODSEY'S MR FIX-IT	1,540.00
		GREG BAKER	GREG BAKER	240.89
		VISA	ACCT#3919-JANE STANFORD	1,000.00
			VISA	150.00
			VISA	12.94
			VISA	14.00
			VISA	126.61
			VISA	38.48
			VISA	6.35
		DEAN TECHNOLOGIES.	DEAN TECHNOLOGIES.	712.50
			TOTAL:	27,872.16
POLICE DEPT	CITY GENERAL FUND	H & H BUSINESS MACHINES	H&H BUSINESS	579.70
		BUGMOBILE OF AR INC	ACCT#13295 POLICE DTF	41.80
			ACCT# 3470 POLICE	60.50
		HAWKS USED CARS & AUTO	HAWKS USED CARS & AUTO	41.75
			HAWKS USED CARS & AUTO	57.70
			HAWKS USED CARS & AUTO	33.00
			HAWKS USED CARS & AUTO	284.13
			HAWKS USED CARS & AUTO	48.35
			HAWKS USED CARS & AUTO	50.55
		FOUNTAIN PLUMBING	FOUNTAIN PLUMBING	9.78
		GALLS, LLC	GALLS, LLC	298.38
			GALLS, LLC	53.15
			GALLS, LLC	59.66
			GALLS, LLC	47.73
			GALLS, LLC	22.89
		RAZORBACK CLEANERS	RAZORBACK CLEANERS	230.82
		AR CRIME INFO CENTER	INV#OPS1-04-19	66.05
			AR CRIME INFO CENTER	67.03
		PEGGY MEATTE, COUNTY TREASURER	PEGGY MEATTE, COUNTY TREAS	7,090.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LEGAL SHIELD	GROUP# 0038187	218.55
		NEA BAPTIST CLINIC C/O OCC MED	NEA BAPTIST CLINIC C/O OCC	46.00
			NEA BAPTIST CLINIC C/O OCC	55.00
			NEA BAPTIST CLINIC C/O OCC	50.00
		DEPT OF FINANCE & ADMIN	DEPT OF FINANCE & ADMIN	2,339.40
			DEPT OF FINANCE & ADMIN	225.00
			JUDICIAL FINE ENHANCEMENT	536.75
			DEPT OF FINANCE & ADMIN	390.00
			DEPT OF FINANCE & ADMIN	1,073.50
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	493.44
			REENTRY#: M01A12844035	16.84
		CITIZENS FIDELITY INS	PAYOR# 07-0588716	66.00
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	768.20
		ARKANSAS STATE TREASURY	ARKANSAS STATE TREASURY	80.00
			ARKANSAS STATE TREASURY	50.85
		METLIFE GROUP BENEFITS	KM05592307 0001	299.81
			KM05592307 0002	188.88
		O'REILLY AUTO STORES INC	CUST# 1386538 POLICE DEPT	112.48
			CUST# 1386538 OSC POLICE	112.48
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	548.20
		MODERN MARKETING INC	MODERN MARKETING INC	277.47
		VERIZON WIRELESS	VERIZON WIRELESS	531.09
			VERIZON WIRELESS	507.86
		DELTA VISION	CONT ID 1293520 CLIENT 253	172.24
		AT&T	AT&T	4,656.54
		EFTPS	FICA W/H	3,049.56
			FICA W/H	2,742.40
			MEDICARE W/H	713.20
			MEDICARE W/H	641.34
		RITTER COMMUNICATIONS	INV# 24857851	354.10
		RED RIVER CHRYSLER DODGE	RED RIVER CHRYSLER DODGE	102.00
		BLACK HILLS ENERGY	ACCT# 0565 5557 91 OPD JUS	127.11
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	10,377.50
			TRUST-GRP-DIV: 1-00082-000	10,675.50
		YIG ADMINISTRATION	YIG ADMINISTRATION	188.25
			VENDOR 3805; INV# 18222	173.27
		OST, LLC.	OST, LLC.	64.00
			OST, LLC.	64.00
		AXON ENTERPRISES, INC	AXON ENTERPRISES, INC	10,890.00
			AXON ENTERPRISES, INC	1,962.00
		ARAMARK	ARAMARK	81.56
			TOTAL:	65,165.47
FIRE DEPT	CITY GENERAL FUND	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	526.31
		KENNEBRO HOME	KENNEBRO HOME	27.45
			KENNEBRO HOME	10.54
		LOWE'S BUSINESS ACCOUNT	ACCT# 821 3104 901373 8 O	62.97
		LEGAL SHIELD	GROUP# 0038187	181.35
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	220.60
		DENVER'S LEASING INC	DENVER'S LEASING INC	148.51
		CITIZENS FIDELITY INS	PAYOR# 07-0588716	68.59
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	72.68
		PARAGOULD CAP COMPANY	PARAGOULD CAP COMPANY	105.12
		METLIFE GROUP BENEFITS	KM05592307 0001	205.68
			KM05592307 0002	164.98
		O'REILLY AUTO STORES INC	CUST# 1386551 FIRE DEPT	141.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	781.34
		C & S CLEANING LLC	C & S CLEANING LLC	71.08
		VERIZON WIRELESS	VERIZON WIRELESS	56.44
			VERIZON WIRELESS	56.45
		DELTA VISION	CONT ID 1293520 CLIENT 253	176.94
		AT&T	AT&T	3,447.92
		G & W DIESEL	G & W DIESEL	695.20
			G & W DIESEL	37.45
			G & W DIESEL	481.26
		EFTPS	FICA W/H	100.66
			FICA W/H	88.12
			MEDICARE W/H	393.92
			MEDICARE W/H	360.23
		WEX FLEET UNIVERSAL	INV# 59000124 4/30/2019	793.04
		BLACK HILLS ENERGY	ACCT# 3058 0856 07 FIRE HO	48.84
			ACCT# 3057 3803 32 FIRE HO	33.72
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	8,692.50
			TRUST-GRP-DIV: 1-00082-000	8,225.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	112.35
			VENDOR 3805; INV# 18222	112.35
		VISA	VISA	307.51
		NAFECO	NAFECO	130.64
			TOTAL:	27,138.93
PARKS & RECREATION DEP CITY GENERAL FUND		THE HOG PEN BBQ	THE HOG PEN BBQ	403.30
		BARTON'S OF OSCEOLA	BARTON'S OF OSCEOLA	79.15
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	3,450.02
		HILL MANUFACTURING	INV#20954-237	571.73
		QUILL CORP	QUILL CORP	443.21
		HAWKS USED CARS & AUTO	HAWKS USED CARS & AUTO	58.19
		FOUNTAIN PLUMBING	FOUNTAIN PLUMBING	10.37
			FOUNTAIN PLUMBING	850.53
			FOUNTAIN PLUMBING	30.40
		KENNEBRO HOME	KENNEBRO HOME	1.52
			KENNEBRO HOME	579.99
			KENNEBRO HOME	138.60
		SEMINOLE CONTRACTING CO	SEMINOLE CONTRACTING CO	4,410.00
			MENS BATHROOM-OPAR	2,120.00
		LOWE'S BUSINESS ACCOUNT	ACCT# 821 3104 901373 8 O	310.19
		SPORTS HALL	STMT 06/07/2019	5,404.76
			STMT 05/06/2019	9,450.41
		LEGAL SHIELD	GROUP# 0038187	78.75
		LADD'S	LADD'S	112.50
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	211.24
		JAMES BISHOP	JAMES BISHOP	1,000.00
		CITIZENS FIDELITY INS	PAYOR# 07-0588716	145.36
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	30.48
		RITTER COMMUNICATIONS	RITTER COMMUNICATIONS	104.94
			INV# 200819724 5/16/2019	259.21
			INV#200828054 COMMUNITY CT	273.21
		METLIFE GROUP BENEFITS	KM05592307 0001	49.12
			KM05592307 0002	62.72
		O'REILLY AUTO STORES INC	CUST#1386528 OPAR	44.41
			CUST# 1386528 OPAR	44.41
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	327.50
		MICHAEL EPHLIN	REIMB 3 TEAMS-ENTRY FEE 6	82.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MICHAEL EPHLIN	1,000.00
		JONESBORO BASEBALL BOOSTERS	JONESBORO BASEBALL BOOSTER	700.00
		APF FBO TEMPS PLUS	INV# 1449827	1,256.15
			INV# 1453757	1,398.60
		PNC	PNC	979.00
		GREATAMERICA LEASING CORP	GREATAMERICA LEASING CORP	261.80
			GREATAMERICA LEASING CORP	290.59
		MEMPHIS COMMUNICATIONS CORP	MEMPHIS COMMUNICATIONS COR	609.40
			MEMPHIS COMMUNICATIONS COR	671.20
		FASTENAL COMPANY	FASTENAL COMPANY	65.99
		PNC EQUIPMENT FINANCE	PNC EQUIPMENT FINANCE	979.00
		2XL CORPORATION	2XL CORPORATION	277.20
		VERIZON WIRELESS	VERIZON WIRELESS	148.07
			VERIZON WIRELESS	148.09
		DELTA VISION	CONT ID 1293520 CLIENT 253	72.84
		AT&T	AT&T	1,158.36
		PNC EQUIP FINANCE LLC	PNC EQUIP FINANCE LLC	1,401.64
			PNC CONTR#1195726-1	1,365.73
		R&R PRODUCTS INC	R&R PRODUCTS INC	276.08
		SILENT SECURITY, INC.	INV# 41480 5/3/2019	133.10
			INV# 41905 COMMUNITY CTR	137.50
		EFTPS	FICA W/H	681.51
			FICA W/H	708.74
			MEDICARE W/H	159.38
			MEDICARE W/H	165.75
		GREENPOINT Ag.LLC	GREENPOINT Ag.LLC	367.82
		HILL'S VINYL GRAPHICS	HILL'S VINYL GRAPHICS	429.00
			HILL'S VINYL GRAPHICS	599.50
		WEX FLEET UNIVERSAL	INV# 59038770 4/30/2019	63.70
		SHANE CAGLE	SHANE CAGLE	1,000.00
		VILLAGE NEWS, INC.	ACCT#142241 STMT 1500966	78.01
			ACCT#142241 STMT 1492024	336.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	4,485.00
			TRUST-GRP-DIV: 1-00082-000	4,485.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	44.94
			VENDOR 3805; INV# 18222	52.43
		OST, LLC.	OST, LLC.	32.00
		NORTH ARKANSAS CAL RIPKIN	NORTH ARKANSAS CAL RIPKIN	800.00
		CINTAS UNIFORM CORP 206	206737310	262.60
			206744043	262.60
			2/04-- 206750872	262.60
			206757530	262.60
			206764392	262.60
			4/15-- 206771107	262.60
			4/29--206777856	267.12
			ACCT#206-14889	2,523.92
		CORINTH COCA-COLA BOTTLING WORKS	CORINTH COCA-COLA	617.44
			CORINTH COCA-COLA	473.23
			CORINTH COCA-COLA	666.39
			CORINTH COCA-COLA	130.96
		TCF EQUIPMENT FINANCE	TCF EQUIPMENT FINANCE	1,030.80
		ARAMARK	ARAMARK	151.80
		KEITH KEY	KEITH KEY	1,000.00
		ASHLEY DANDRIDGE	ASHLEY DANDRIDGE	75.00
		PARMAN ENERGY GROUP	PARMAN ENERGY GROUP	561.46
			TOTAL:	68,031.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
MUNICIPAL COURT	CITY GENERAL FUND	H & H BUSINESS MACHINES	H&H BUSINESS	1,323.05
		DEPT OF FINANCE & ADMIN	DEPT OF FINANCE & ADMIN	2,443.75
		RITTER COMMUNICATIONS	RITTER COMMUNICATIONS	170.95
			INV# 300579567 MISSCO COU	85.94
			ACCT 00197967-3 POLICE	176.75
		METLIFE GROUP BENEFITS	KM05592307 0002	29.64
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	38.72
		SECURE ON SITE	SECURE ON SITE	70.00
		DELTA VISION	CONT ID 1293520 CLIENT 253	11.72
		EFTPS	FICA W/H	244.78
			FICA W/H	244.78
			MEDICARE W/H	57.24
			MEDICARE W/H	57.24
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	935.00
			TRUST-GRP-DIV: 1-00082-000	935.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	22.47
			VENDOR 3805; INV# 18222	22.47
			TOTAL:	6,869.50
JAIL DEPARTMENT	CITY GENERAL FUND	H & H BUSINESS MACHINES	H&H BUSINESS	554.96
		HENDERSON HEAT & AIR	HENDERSON HEAT & AIR	105.00
		KENNEMORE HOME	KENNEMORE HOME	5.05
		LOWE'S BUSINESS ACCOUNT	ACCT# 821 3104 901373 B O	72.14
		ERVIN ENTERPRISE	ERVIN ENTERPRISE	24.79
			ERVIN ENTERPRISE	24.79
			ERVIN ENTERPRISE	24.79
			INV#2958-OPD	24.79
		SYSO MEMPHIS, LLC	SYSO MEMPHIS, LLC	486.81
			SYSO MEMPHIS, LLC	657.50
			SYSO MEMPHIS, LLC	569.54
			SYSO MEMPHIS, LLC	718.95
			SYSO MEMPHIS, LLC	713.88
			SYSO MEMPHIS, LLC	176.17
			SYSO MEMPHIS, LLC	29.98
			SYSO MEMPHIS, LLC	90.11
			SYSO MEMPHIS, LLC	206.82
			SYSO MEMPHIS, LLC	228.27
		TURNER HOLDINGS LLC	TURNER HOLDINGS LLC	39.68
			TURNER HOLDINGS LLC	59.84
			TURNER HOLDINGS LLC	49.19
			TURNER HOLDINGS LLC	59.41
		LEGAL SHIELD	GROUP# 0038187	75.80
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	74.72
		METLIFE GROUP BENEFITS	KM05592307 0001	1.77
			KM05592307 0002	88.22
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	194.82
		APF FBO TEMPS PLUS	APF FBO TEMPS PLUS	681.77
			INV# 1449827	897.52
			INV# 1451509	1,026.97
			INV# 1453757	1,117.59
		ARKANSAS CORRECTIONAL IND	ARKANSAS CORRECTIONAL IND	109.38
		DELTA VISION	CONT ID 1293520 CLIENT 253	55.76
		EFTPS	FICA W/H	822.28
			FICA W/H	807.57
			MEDICARE W/H	192.31
			MEDICARE W/H	188.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DASH	DASH	96.59
		CHARM-TEX, INC.	CHARM-TEX, INC.	177.04
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	3,740.00
			TRUST-GRP-DIV: 1-00082-000	3,740.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	67.41
			VENDOR 3805; INV# 18222	67.41
		OST, LLC.	OST, LLC.	64.00
		HYBRID MECHANICAL, DBA AIR CONNECTION	HYBRID MECHANICAL, DBA AIR	4,374.50
			TOTAL:	23,584.75
GOLF COURSE FUND	CITY GENERAL FUND	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	592.18
		BUGMOBILE OF AR INC	INV# 10882187 GOLF MNTHLY	71.50
		KENNEBRO HOME	KENNEBRO HOME	3.28
			KENNEBRO HOME	10.32
			KENNEBRO HOME	12.20
			KENNEBRO HOME	41.33
		SMITH TIRE & AUTO INC	SMITHS TIRE	27.49
		LADD'S	LADD'S	340.97
			LADD'S	88.50
		DENVER'S LEASING INC	DENVER'S LEASING INC	110.00
		RITTER COMMUNICATIONS	INV# 101527099 2019.06.01	185.17
		METLIFE GROUP BENEFITS	KM05592307 0002	27.56
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	64.60
		APF FBO TEMPS PLUS	APF FBO TEMPS PLUS	362.60
		PNC	PNC	1,489.40
		PNC EQUIPMENT FINANCE	PNC EQUIPMENT FINANCE	1,489.40
			PNC EQUIPMENT FINANCE	74.47
		VERIZON WIRELESS	VERIZON WIRELESS	91.89
			VERIZON WIRELESS	91.90
		DELTA VISION	CONT ID 1293520 CLIENT 253	19.54
		AT&T	AT&T	576.53
		EFTPS	FICA W/H	264.33
			FICA W/H	292.88
			MEDICARE W/H	61.81
			MEDICARE W/H	68.50
		RAWHIDE GOLF BALL CO.	RAWHIDE GOLF BALL CO	814.28
			RAWHIDE GOLF BALL CO.	692.49
		PRODUCTIVITY PLUS ACCOUNT	PRODUCTIVITY PLUS ACCOUNT	395.69
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	1,962.50
			TRUST-GRP-DIV: 1-00082-000	1,962.50
		YIG ADMINISTRATION	YIG ADMINISTRATION	22.47
			VENDOR 3805; INV# 18222	22.47
			TOTAL:	12,330.75
ANIMAL CONTROL FUND	CITY GENERAL FUND	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	1,405.25
		BUGMOBILE OF AR INC	INV# 10882043 SHELTER	83.60
		KENNEBRO HOME	KENNEBRO HOME	0.23
			KENNEBRO HOME	12.53
		OSCEOLA ANIMAL CLINIC	OSCEOLA ANIMAL CLINIC	694.78
		AMERICAN HERITAGE LIFE	REENTRY#: M01A12844035	53.60
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	9.74
		RITTER COMMUNICATIONS	INV# 200918815 5/16/2019	106.16
		METLIFE GROUP BENEFITS	KM05592307 0002	9.88
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	19.36
		APF FBO TEMPS PLUS	APF FBO TEMPS PLUS	963.20
			INV# 1449827	870.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INV# 1451509	899.85
			INV# 1451509	1,398.60
			INV# 1453757	1,603.70
		VERIZON WIRELESS	VERIZON WIRELESS	112.59
			VERIZON WIRELESS	112.61
		DELTA VISION	CONT ID 1293520 CLIENT 253	5.86
		AT&T	AT&T	1,188.76
		EFTPS	FICA W/H	133.95
			FICA W/H	134.86
			MEDICARE W/H	31.33
			MEDICARE W/H	31.54
		DMI SOLUTIONS. INC.	DMI SOLUTIONS. INC.	171.30
		DON HENRY	DON HENRY	75.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	467.50
			TRUST-GRP-DIV: 1-00082-000	467.50
		YIG ADMINISTRATION	YIG ADMINISTRATION	7.49
			VENDOR 3805; INV# 18222	7.49
			TOTAL:	11,078.36
NON-DEPARTMENTAL	STREET FUND	SANITATION FUND	SANITATION FUND	25,000.00
			TOTAL:	25,000.00
STREET DEPT	STREET FUND	SCRUGGS EQUIPMENT CO	SCRUGGS EQUIPMENT CO	950.04
		BARTON'S OF OSCEOLA	BARTON'S OF OSCEOLA	9.97
		JIM ROSS TIRE SERVICE INC	JIM ROSS TIRE SERVICE INC	55.00
			JIM ROSS TIRE SERVICE INC	55.00
			JIM ROSS TIRE SERVICE INC	55.00
			JIM ROSS TIRE SERVICE INC	16.50
		MISS CO COURTHOUSE	ACCT# 1010 OSCEOLA	6,232.12
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	155.22
		HAWKS USED CARS & AUTO	HAWKS USED CARS & AUTO	27.50
			HAWKS USED CARS & AUTO	155.85
			HAWKS USED CARS & AUTO	155.85
		KENNEMORE HOME	KENNEMORE HOME	0.01
			KENNEMORE HOME	27.35
			KENNEMORE HOME	4.83
			KENNEMORE HOME	5.24
			KENNEMORE HOME	11.31
			KENNEMORE HOME	84.02
			KENNEMORE HOME	8.49
			KENNEMORE HOME	3.49
		LEGAL SHIELD	GROUP# 0038187	142.45
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	168.20
		CITIZENS FIDELITY INS	PAYOR# 07-0588716	60.56
		ADEQ	ADEQ	50.00
		METLIFE GROUP BENEFITS	KM05592307 0001	428.71
			KM05592307 0002	118.83
		O'REILLY AUTO STORES INC	CUST# 1386561 2019.05.28	507.49
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	300.58
		G & C SUPPLY CO. INC	G & C SUPPLY CO. INC	118.12
			G & C SUPPLY CO. INC	181.51
		APF FBO TEMPS PLUS	APF FBO TEMPS PLUS	1,036.00
			INV# 1449827	1,036.00
			INV# 1451509	1,036.00
			INV# 1453757	518.00
		FASTENAL COMPANY	FASTENAL COMPANY	1.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JESSIE ROBINSON	JESSIE ROBINSON	25.00
		VERIZON WIRELESS	VERIZON WIRELESS	56.44
			VERIZON WIRELESS	56.45
		DELTA VISION	CONT ID 1293520 CLIENT 253	78.80
		AT&T	AT&T	1,240.62
		PNC EQUIP FINANCE LLC	PNC CONTR# 191688000	257.40
		EFTPS	FICA W/H	951.15
			FICA W/H	956.78
			MEDICARE W/H	222.44
			MEDICARE W/H	223.75
		ATLAS ASPHALT, INC.	ATLAS ASPHALT, INC.	1,427.58
		TRI STATE INDUSTRIAL SUPPLY INC.	TRI STATE INDUSTRIAL SUPPL	22.04
			TRI STATE INDUSTRIAL SUPPL	33.00
		PIZZA HUT	PIZZA HUT	62.21
		PRODUCTIVITY PLUS ACCOUNT	PRODUCTIVITY PLUS ACCOUNT	75.85
			PRODUCTIVITY PLUS ACCOUNT	56.66
			PRODUCTIVITY PLUS ACCOUNT	58.26
			PRODUCTIVITY PLUS ACCOUNT	58.26
		MILAN'S MINI MART	MILAN'S MINI MART	172.98
		J & J MAINTENANCE SUPPLY	J&J MAINTENANCE	264.36
			J & J MAINTENANCE SUPPLY	983.18
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	4,675.00
			TRUST-GRP-DIV: 1-00082-000	4,675.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	75.90
			VENDOR 3805; INV# 18222	75.90
		CINTAS UNIFORM CORP 206	ACCT#206-14815 STREET SANI	1,801.61
			ACCT#206-14813 STREET DEPT	234.04
			ACCT#206-14813 STREET DEPT	506.82
		ARAMARK	ARAMARK	75.90
		HELENA AGRI ENTERPRISE	HELENA AGRI ENTERPRISE	2,640.00
			HELENA AGRI ENTERPRISE	1,320.00
		VISA	VISA	62.21
		PARMAN ENERGY GROUP	PARMAN ENERGY GROUP	3,600.00
			TOTAL:	38,102.49
NON-DEPARTMENTAL	SANITATION FUND	BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	1,451.15
			BANCORPSOUTH EQUIP FINANCE	1,998.31
			BANCORPSOUTH EQUIP FINANCE	2,447.12
			BANCORPSOUTH EQUIP FINANCE	1,990.00
			BANCORPSOUTH EQUIP FINANCE	1,377.05
			BANCORPSOUTH EQUIP FINANCE	1,721.85
			BANCORPSOUTH EQUIP FINANCE	3,291.40
			BANCORPSOUTH EQUIP FINANCE	3,775.75
			BANCORPSOUTH EQUIP FINANCE	1,990.00
			BANCORPSOUTH EQUIP FINANCE	1,721.85
			TOTAL:	21,764.48
SANITATION	SANITATION FUND	JIM ROSS TIRE SERVICE INC	MAY STATEMENT-SAN	110.00
			MAY STATEMENT-SAN	55.00
		MISS CO COURTHOUSE	ACCT# 1010 OSCEOLA	16,883.08
		HAWKS USED CARS & AUTO	HAWKS USED CARS & AUTO	11.00
		KENNEMORE HOME	KENNEMORE HOME	6.00
		NEXAIR LLC	NEXAIR LLC	154.56
		LEGAL SHIELD	GROUP# 0038187	51.80
		AMERICAN HERITAGE LIFE	REENTRY#: M01A1282021	80.84
			REENTRY#: M01A12844035	21.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ADEQ	3-OPERTAOR LICENSE RENEWAL	75.00
		JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	67.22
		RITTER COMMUNICATIONS	INV# 101524926 2019.06.01	231.09
		METLIFE GROUP BENEFITS	KM05592307 0001	140.06
			KM05592307 0002	67.37
		PROTECTIVE LIFE AGENT FOR	JEFFERSON NAT ACCT #265787	10.00
		O'REILLY AUTO STORES INC	CUST#1386528 OPAR	157.83
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	204.06
		APF FBO TEMPS PLUS	APF FBO TEMPS PLUS	414.40
			INV# 1449827	518.00
			INV# 1451509	518.00
			INV# 1453757	1,036.00
		BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	457.12
			BANCORPSOUTH EQUIP FINANCE	74.10
			BANCORPSOUTH EQUIP FINANCE	276.46
			BANCORPSOUTH EQUIP FINANCE	870.27
			BANCORPSOUTH EQUIP FINANCE	562.78
			BANCORPSOUTH EQUIP FINANCE	733.58
		VERIZON WIRELESS	VERIZON WIRELESS	35.19
			VERIZON WIRELESS	35.19
		DELTA VISION	CONT ID 1293520 CLIENT 253	50.56
		AT&T	AT&T	423.35
		EFTPS	FICA W/H	792.89
			FICA W/H	770.91
			MEDICARE W/H	185.43
			MEDICARE W/H	180.29
		MILAN'S MINI MART	MILAN'S MINI MART	198.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	3,365.00
			TRUST-GRP-DIV: 1-00082-000	3,365.00
		YIG ADMINISTRATION	YIG ADMINISTRATION	52.43
			VENDOR 3805; INV# 18222	52.43
		CINTAS UNIFORM CORP 206	ACCT#206-14815 STREET SANI	390.45
			ACCT#206-14815 STREET SANI	244.34
			ACCT#206-14813 STREET DEPT	888.80
		ARAMARK	ARAMARK	75.90
		B2 FEED & ICE	MAY INVOICES-SAN	28.88
			MAY INVOICES-SAN	28.88
			MAY INVOICES-SAN	41.25
			MAY INVOICES-SAN	33.00
			TOTAL:	35,025.39
COMPOSTING DEPT	SANITATION FUND	GROVER'S RADIATOR SHOP	GROVER'S RADIATOR SHOP	1,215.50
			TOTAL:	1,215.50
PEST CONTROL FUND	SANITATION FUND	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	559.61
		VECTOR DISEASE CONTROL	VECTOR DISEASE CONTROL	7,083.33
			TOTAL:	7,642.94
AIRPORT	AIRPORT FUND	METLIFE GROUP BENEFITS	KM05592307 0002	9.88
		DELTA DENTAL	CONT ID 1293318; CLIENT 25	66.10
		DELTA VISION	CONT ID 1293520 CLIENT 253	15.22
		EFTPS	FICA W/H	5.63
			MEDICARE W/H	1.32
		WILLIAMS SCOTSMAN, INC.	WILLIAMS SCOTSMAN, INC.	361.23
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	MUNICIPAL HEALTH BENEFIT F	1,027.50
			TRUST-GRP-DIV: 1-00082-000	1,027.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		YIG ADMINISTRATION	YIG ADMINISTRATION	7.49
			VENDOR 3805; INV# 18222	7.49
			TOTAL:	2,529.36
NON-DEPARTMENTAL	FIREMEN'S PENSION	CITY GENERAL FUND	HEALTH INSURANCE FIRE PENS	19.40
			HEART STROKE FIRE PENSION	100.44
			LIFE INSURANCE-FIRE PENSIO	18.96
			DENTAL FIRE PENSION	164.18
			VISION FIRE PENSION	45.16
		EFTPS	FEDERAL W/H	1,392.00
			TOTAL:	1,740.14

```

===== FUND TOTALS =====
01  OSCEOLA LIGHT & POWER      1,683,032.84
02  CITY GENERAL FUND          596,737.87
03  STREET FUND                 63,102.49
04  SANITATION FUND            65,648.31
05  AIRPORT FUND               2,529.36
07  FIREMEN'S PENSION FUND     1,740.14
-----
GRAND TOTAL:                   2,412,791.01
-----

```

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Osceola
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 6/01/2019 THRU 6/30/2019
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

**AIP Grant Application and Supplemental
Information for the Runway 1-19 Rehabilitation
Project**

AIP NO. 3-05-0050-009-2019

Osceola Municipal Airport

Prepared For:

City of Osceola

July 2019



RE: Osceola, AR (7M4) - 2019 Grant Preparations

From: Cook, Susana M. (SMCook@GarverUSA.com)
To: olufemi.o.adeoye@faa.gov; BWRoberson@GarverUSA.com
Cc: sallylongowilson@yahoo.com
Date: Thursday, July 18, 2019, 11:04 AM CDT

Good morning Femi,

Please find attached the Grant Application package for Osceola Municipal Airport (7M4).

I confirm that the DBE goal (5.92%) was included in the final set of contract documents issued for bid. I will send you a final set of IFB plans and specifications in a separate email for your records.

Please let me know if we need to send additional information or if you have any questions.

Thanks!

Susana

Susana M. Cook, PE
Garver
662-892-7592

From: Adeoye, Olufemi O (FAA) <olufemi.o.adeoye@faa.gov>
Sent: Thursday, July 18, 2019 9:25 AM
To: Roberson, Blake, W <BWRoberson@GarverUSA.com>
Cc: Sally Longo Wilson <sallylongowilson@yahoo.com>; Cook, Susana M. <SMCook@GarverUSA.com>
Subject: RE: Osceola, AR (7M4) - 2019 Grant Preparations

Blake,

What is the status of the bids and the grant application?

Also, as stated in the Plans & Specs review comments that I sent to you, the DBE goal was not identified on the Specs, please provide an explanation or confirm that it was revised on the final bid document.

Thanks.

Femi Adeoye, P.E. CFM, PMP

CITY OFFICIALS:

SALLY LONGO WILSON, MAYOR
DONALD BETTERTON, MUNICIPAL JUDGE
CATHERINE P. DEAN, CITY ATTORNEY
JESSICA GRIFFIN, CLERK/ TREASURER



CITY COUNCIL:

SANDRA BRAND
TYLER DUNEGAN
LINDA WATSON
STANLEY WILLIAMS
GREGORY BAKER
GARY COOPER

July 10, 2019

Femi Adeoye, PE
Federal Aviation Administration
10101 Hillwood Parkway
AR/OK ADO (ASW-630F)
Fort Worth, Texas 76177

Re: Osceola Municipal Airport
Runway 1-19 Rehabilitation
Application for Airport Aid

Dear Mr. Adeoye:

Thanks to the past help of the Federal Aviation Administration, the Osceola Municipal Airport is undergoing steady growth.

Enclosed is a grant request for the Runway 1-19 Rehabilitation. This project consists of surface preparation, marking removal, crack seal (P-608), seal coat, pavement markings, and removal and replacement of runway lights.

We respectfully request your consideration of this grant for the amount of \$519,148.35. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well. Please call me or Susana Cook with Garver if you have any questions or comments.

Sincerely,

Sally Wilson
Mayor
City of Osceola

Attachments: Application for Federal Assistance SF-424
Application for Federal Assistance (Part II, III and IV)
Sponsor Certifications
Recommendation of Award
Recommendation of Award (to FAA)
Bid Tabulation
As-Bid Project Budget

G/L POSTING DATE: 7/02/2019
 PACKET: 14036
 POSTING TYPE: BOTH
 COMMENT CODE: BAD -BAD DEBT ACCOUNT
 FLAG ACCOUNT: NO

** TRANSFER TO BAD DEBT **

ACCOUNT NO	NAME	BALANCE LAST BILL						
02-09400-15-0		1,563.45	100-EL	1,219.01	190-ETAX	121.90	195-EPEN	84.58
** LAST PAYMENT MADE: 2/27/2019	4/30/2019		200-WA	43.23	290-WTAX	4.32	295-WPEN	2.49
			300-SW	30.26	400-GB	42.80	490-GTAX	4.28
			500-MC	8.56	590-MCTAX	0.86	795-OPEN	1.16
03-16900-05-0		147.86	100-EL	42.38	190-ETAX	4.07	195-EPEN	3.16
** LAST PAYMENT MADE: 12/21/2018	4/30/2019		200-WA	28.39	290-WTAX	2.84	295-WPEN	1.56
			300-SW	19.88	400-GB	41.44	490-GTAX	4.14
05-00700-07-0		579.65	100-EL	383.90	190-ETAX	38.39	195-EPEN	30.99
** LAST PAYMENT MADE: 2/20/2019	4/19/2019		200-WA	39.02	290-WTAX	3.90	295-WPEN	2.42
			300-SW	27.31	400-GB	39.91	490-GTAX	3.99
			500-MC	7.98	590-MCTAX	0.80	795-OPEN	1.04
05-13700-13-0		763.99	100-EL	553.27	190-ETAX	55.12	195-EPEN	25.25
** LAST PAYMENT MADE: 2/22/2019	4/19/2019		200-WA	39.35	290-WTAX	3.93	295-WPEN	1.82
			300-SW	27.54	400-GB	43.72	490-GTAX	4.37
			500-MC	8.75	590-MCTAX	0.87		
11-10900-21-0		533.96	100-EL	186.63	190-ETAX	18.67	195-EPEN	9.04
** LAST PAYMENT MADE: 1/15/2019	4/10/2019		400-GB	52.54	490-GTAX	5.25	500-MC	10.51
			590-MCTAX	1.05	700-TAMPER	250.27		
12-10600-00-0		205.40	100-EL	41.95	190-ETAX	4.19	195-EPEN	3.51
** LAST PAYMENT MADE: 12/10/2018	4/10/2019		200-WA	40.00	290-WTAX	4.00	295-WPEN	3.30
			300-SW	28.00	400-GB	60.00	490-GTAX	6.00
			500-MC	12.00	590-MCTAX	1.20	795-OPEN	1.25
12-17800-08-0		184.51	100-EL	118.86	190-ETAX	11.89	200-WA	23.31
** LAST PAYMENT MADE: 3/29/2019	4/10/2019		290-WTAX	2.33	300-SW	16.32	400-GB	8.94
			490-GTAX	0.89	500-MC	1.79	590-MCTAX	0.18
13-17400-05-0		1,290.13	100-EL	746.97	190-ETAX	74.71	195-EPEN	51.64
** LAST PAYMENT MADE: 3/04/2019	4/30/2019		200-WA	185.93	290-WTAX	18.59	295-WPEN	12.43
			300-SW	132.93	400-GB	49.41	490-GTAX	4.94
			500-MC	11.44	590-MCTAX	1.14		
14-07100-14-0		4.08	100-EL	3.50	190-ETAX	0.35	500-MC	0.21
** LAST PAYMENT MADE: 3/07/2019	4/19/2019		590-MCTAX	0.02				
15-26600-02-0		808.82	100-EL	529.10	190-ETAX	52.91	195-EPEN	40.40
** LAST PAYMENT MADE: 2/15/2019	4/10/2019		200-WA	32.02	290-WTAX	3.21	295-WPEN	1.90
			300-SW	32.02	400-GB	97.93	490-GTAX	9.79
			500-MC	7.83	590-MCTAX	0.79	795-OPEN	0.92
17-00500-07-0		152.36	100-EL	85.43	190-ETAX	8.54	200-WA	18.00
** LAST PAYMENT MADE: 2/26/2019	4/10/2019		290-WTAX	1.80	300-SW	12.60	400-GB	19.69
			490-GTAX	1.97	500-MC	3.94	590-MCTAX	0.39
17-11900-01-1		805.50	100-EL	609.15	190-ETAX	60.92	195-EPEN	30.01
** LAST PAYMENT MADE: 1/23/2019	4/10/2019		200-WA	27.87	290-WTAX	2.79	295-WPEN	1.50
			300-SW	19.51	400-GB	39.93	490-GTAX	3.99
			500-MC	7.99	590-MCTAX	0.80	795-OPEN	1.04

07-02-2019 03:23 PM
 G/L POSTING DATE: 7/02/2019
 PACKET: 14036
 POSTING TYPE: BOTH
 COMMENT CODE: BAD -BAD DEBT ACCOUNT
 FLAG ACCOUNT: NO

WRITE OFF AUDIT REGISTER
 ** TRANSFER TO BAD DEBT **

PAGE: 2

ACCOUNT NO	NAME	BALANCE LAST BILL						
17-25600-06-0		326.61	100-EL	213.84	190-ETAX	21.01	195-EPEN	17.94
** LAST PAYMENT MADE: 1/16/2019	4/10/2019		400-GB	55.22	490-GTAX	5.52	500-MC	11.04
			590-MCTAX	1.11	795-OPEN	0.93		
17-25900-12-0		211.60	100-EL	167.01	190-ETAX	16.71	195-EPEN	0.31
** LAST PAYMENT MADE: 3/05/2019	4/10/2019		400-GB	20.88	490-GTAX	2.09	500-MC	4.18
			590-MCTAX	0.42				
17-28900-01-0		797.86	100-EL	509.43	190-ETAX	50.94	195-EPEN	35.89
** LAST PAYMENT MADE: 1/17/2019	4/10/2019		200-WA	76.45	290-WTAX	7.65	295-WPEN	5.22
			300-SW	53.52	400-GB	43.60	490-GTAX	4.36
			500-MC	8.72	590-MCTAX	0.87	795-OPEN	1.21
19-05400-00-0		315.45	100-EL	198.63	190-ETAX	19.86	195-EPEN	19.31
** LAST PAYMENT MADE: 1/16/2019	4/10/2019		200-WA	35.19	290-WTAX	3.52	295-WPEN	2.78
			300-SW	24.63	500-MC	10.48	590-MCTAX	1.05
22-05000-04-0		1,104.13	100-EL	324.25	190-ETAX	32.43	195-EPEN	23.73
** LAST PAYMENT MADE: 6/03/2019	4/19/2019		200-WA	372.51	290-WTAX	37.25	295-WPEN	2.23
			300-SW	260.75	400-GB	37.87	490-GTAX	3.79
			500-MC	7.58	590-MCTAX	0.76	795-OPEN	0.98
23-06400-18-0		332.60	100-EL	151.20	190-ETAX	15.12	195-EPEN	8.76
** LAST PAYMENT MADE: 1/17/2019	4/10/2019		200-WA	50.15	290-WTAX	5.02	295-WPEN	2.58
			300-SW	35.11	400-GB	48.28	490-GTAX	4.83
			500-MC	9.66	590-MCTAX	0.97	795-OPEN	0.92
24-00500-15-0		131.23	100-EL	101.10	190-ETAX	10.07	195-EPEN	10.81
** LAST PAYMENT MADE: 1/24/2019	4/19/2019		500-MC	7.82	590-MCTAX	0.78	795-OPEN	0.65
24-39600-10-0		186.44	100-EL	160.27	190-ETAX	16.03	195-EPEN	3.99
** LAST PAYMENT MADE: 3/13/2019	4/19/2019		500-MC	5.59	590-MCTAX	0.56		
24-43900-03-0		259.43	100-EL	182.01	190-ETAX	18.17	195-EPEN	19.67
** LAST PAYMENT MADE: 2/05/2019	4/19/2019		500-MC	12.12	590-MCTAX	1.21	703-RECONN	25.00
			795-OPEN	1.25				
TOTALS NUMBER OF ACCOUNTS:	21	10,705.06	100-EL	6,527.89	190-ETAX	652.00	195-EPEN	418.99
			200-WA	1,011.42	290-WTAX	101.15	295-WPEN	40.23
			300-SW	720.38	400-GB	702.16	490-GTAX	70.20
			500-MC	158.19	590-MCTAX	15.83	700-TAMPER	250.27
			703-RECONN	25.00	795-OPEN	11.35		

ACCOUNT	SOURCE NAME	AMOUNT
01 -110	ACCOUNTS RECEIVABLE	10,705.06CR
01 -5-15-883	BAD ACCOUNTS	10,705.06

WARNINGS: 0
 ERRORS: 0

** END OF REPORT **



City of Osceola, Arkansas
Ordinance No. 2019-

**AN ORDINANCE ADOPTING NET-METERING POLICY FOR OSCEOLA MUNICIPAL
LIGHT AND POWER; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

Whereas, The City of Osceola, Arkansas (the City) acting by and through the City Council, after careful consideration has found the need to establish a Net-Metering Policy for OMLP; and

Whereas, The City Council hereby finds that in order to protect the reliable operation and safety of the OMLP distribution system, maintain affordable rates, and serve the renewable energy interests of customers; and

Whereas, The City Council of the City finds that Net-Metering Policies should accomplish and maintain these goals.

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

Section 1: That the OMLP Net-Metering Policy (attached hereto as Exhibit "A" and incorporated by reference) providing for the parallel interconnection and operation of customer-owned renewable energy electric generators with the OMLP distribution system are hereby approved and adopted.

Section 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 4: That the provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

Section 5: That all violations of the OMLP Net-Metering Policy are declared to be continuous in nature and subject to a fine of \$250.00 per day, in addition to other appropriate remedies such as disconnection or denial of service.

Section 6: It is hereby found and determined that the adoption of this Ordinance is immediately necessary to ensure the orderly growth and development of renewable energy generation in the City of Osceola, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

Attest:

Jessica Griffin, City
Clerk

Approved:

Sally Longo Wilson
Mayor

OMLP NET- METERING POLICY



Table of Contents

INTRODUCTION

SECTION 1. GENERAL PROVISIONS

- Rule 1.01. Definitions
- Rule 1.02. Purpose and Name
- Rule 1.03. OMLP Board Regarding Net Metering Policy
- Rule 1.04. Other Provisions

SECTION 2. NET METERING REQUIREMENTS

- Rule 2.01. OMLP Requirements
- Rule 2.02. Metering Requirements
- Rule 2.03. New or Additional Charges
- Rule 2.04. Billing for Net Metering
- Rule 2.05. Renewable Energy Credits

SECTION 3. INTERCONNECTION OF NET METERING FACILITIES TO OMLP ELECTRIC POWER SYSTEM

- Rule 3.01. Requirements for Preliminary Interconnection Review Request
- Rule 3.02. Requirements for Initial Interconnection
- Rule 3.03. Requirements for Commissioning Test and Report.
- Rule 3.04. Requirements for Modifications or Changes to a Net Metering Facility
- Rule 3.05. Requirement for New Customer at Location to Comply with Registration
- Rule 3.06. Requirements for Periodic testing

APPENDIX

- A. Interconnection Review Request
- B. Standard Interconnection Agreement for Net Metering Facilities
- C. Interconnection Agreement Terms and Conditions
- D. Net-Metering Fees
- E. Interconnection Timeline

INTRODUCTION

These Net-Metering Rules are intended to assist customers who desire to construct their own renewable energy facilities while protecting customers who wish to avoid cost increases that may result from renewable energy subsidies. In addition to balancing affordability and renewable energy, these Rules support and reaffirm OMLP's longstanding commitment to the safe and reliable operation of our local electric distribution system.

These Rules were prompted by changes in law applicable to net-metering applicable to all utilities in Arkansas. In many ways, they are similar to regulations approved by the Arkansas Public Service Commission ("APSC") after extensive public hearings and argument. While the APSC lacks jurisdiction over OMLP, many of the arguments that were raised during hearings before the APSC were considered in the development of these Rules.

SECTION 1. GENERAL PROVISIONS

Rule 1.01. DEFINITIONS

Avoided Costs

The costs to OMLP of electric energy or capacity, or both, that, but for the purchase from the qualifying facility or qualifying facilities, OMLP would generate itself or purchase from another source.

Billing Period

The billing period for net metering will be the same as the billing period under the customer's applicable standard rate schedule.

Biomass Facility

A facility that may use one or more organic fuel sources that can either be processed into synthetic fuels or burned directly to produce steam or electricity, provided that the resources are renewable, environmentally sustainable in their production and use, and the process of conversion to electricity results in a net environmental benefit. This includes, but is not limited to, dedicated energy crops and trees, agricultural food and feed crops, agricultural crop wastes and residues, wood wastes and residues, aquatic plants, animal wastes, and other accepted organic, renewable waste materials.

Council

The Osceola City Council, empowered to own, manage, operate, and regulate OMLP under the authority of Ark. Code Ann. §§ 14-54-701, et seq., and 14-200-112.

Fuel Cell Facility

A facility that converts the chemical energy of a fuel directly to direct current electricity without intermediate combustion or thermal cycles.

Geothermal Facility

An electric generating facility, in which, the prime mover is a steam turbine. The steam is generated in the earth by heat from the earth's magma.

Hydroelectric Facility

An electric generating facility, in which, the prime mover is a water wheel. The water wheel is driven by falling water.

Micro Turbine Facility

A facility which uses a small combustion turbine to produce electricity.

Net Excess Generation

The amount of electricity that a net metering customer has fed back to OMLP, in which exceeds the amount of electricity used by that customer during the applicable period.

Net Excess Generation Credits

Uncredited customer generated kilowatt hours remaining in a Net-Metering Customer's account at the close of a Billing Period to be credited, or, purchased by OMLP in a future Billing Period in accordance with this regulation.

Net Metering

Measuring the difference between electricity supplied by OMLP and the electricity generated by a net metering customer and fed back to OMLP over the applicable billing period.

Net Metering Facility

A facility for the production of electrical energy that:

- (A) Uses solar, wind, hydroelectric, geothermal, or biomass resources to generate electricity including, but not limited to, fuel cells and micro turbines that generate electricity if the fuel source is entirely derived from renewable resources; and,
- (B) Has a generating capacity of not more than twenty-five kilowatts (25kW) or one hundred percent (100%) of the net-metering customer's highest monthly usage in the previous twelve (12) months for residential use or three hundred (300) kilowatts for non-residential use; and,
- (C) Is a OMLP retail electric customer paying normal OMLP rates; and,
- (D) Can operate in parallel with OMLP's existing distribution facilities; and,
- (E) Is intended primarily to offset part or all of the net metering customer requirements for electricity.

Osceola Municipal Light & Power (OMLP)

Osceola Municipal Light & Power of the City of Osceola (Arkansas), which is a municipal utility.

Parallel Operation

The operation of on-site generation by a customer while the customer is connected to the utility's distribution system.

Renewable Energy Credit

The environmental, economic and social attributes of a unit of electricity, such as a Megawatt hour, generated from renewable fuels that can be sold or traded separately.

Residential Customer

A customer served under OMLP's standard rate schedules applicable to residential service.

Solar Facility

A facility in which electricity is generated through the collection, transfer and or storage of the sun's heat or light.

Wind Facility

A facility, in which, an electric generator is powered by a wind-driven turbine.

Rule 1.02. Purpose and Name

The purpose of this policy is to establish rules for net energy metering and interconnection. This policy, which contains such rules, shall be named the Osceola Municipal Light & Power Net- Metering Policy.

Rule 1.03. OMLP Board Regarding OMLP Net Metering Policy

The Osceola Municipal Light & Power Net Metering Policy (the “Policy”) shall be established upon approval of said Policy by Osceola City Council Members (the “Board”), and any future modifications of the Policy are subject to the approval of the Board. Upon approval by the City Council, OMLP management and staff will be charged with carrying out the Policy. The OMLP Manager, or the Manager’s assignee, shall be the ultimate authority for interpretation and rulings pertaining to the Policy.

Rule 1.04. Other Provisions

- A. The Policy is not intended to and does not affect or replace any other OMLP Board-approved policy, procedure, rule, or service application which addresses items other than those covered in this Policy.
- B. Net metering customers taking service under the provisions of the Policy may not simultaneously take service under the provisions of any other alternative source generation or cogeneration policies and/or rates except as provided herein.

SECTION 2. NET METERING REQUIREMENTS

Rule 2.01. Osceola Municipal Light & Power Requirements

OMLP shall allow net metering facilities to be interconnected using an approved meter capable of registering the flow of electricity in two (2) directions.

Rule 2.02. Metering Requirements

- A. Metering equipment shall be installed to both accurately measure the electricity supplied by OMLP to each net metering customer and also to accurately measure the electricity generated by each net metering customer that is fed back to OMLP over the applicable billing period. If non-standard metering equipment is required, the customer is responsible for the cost differential between the required metering equipment and the utility's standard metering equipment for the customer's current rate schedule.
- B. Accuracy requirements for both forward and reverse registration modes shall be in accordance with then-current OMLP standards for meter accuracy and testing. A test to determine compliance with this accuracy requirement shall be made by OMLP either before or at the time the net metering facility is placed in operation in accordance with this Policy.

Rule 2.03. New or Additional Charges

- A. OMLP may assess a net metering customer a greater fee or charge, of any type, if OMLP's costs of interconnection and administration of net metering outweigh the distribution system, environmental and public policy benefits of allocating the costs among OMLP's entire electric customer base. This may be done at the sole discretion of OMLP.

Rule 2.04. Billing for Net Metering

- A. On a monthly basis, the net-metering customer shall be billed the charges applicable under the currently effective standard rate schedule and any appropriate rider schedules. Under net-metering, only the kilowatt-hour (kWh) units of a customer's bill are affected.
- B. If the kWhs supplied by OMLP exceed the kWhs generated by the net metering facility and fed back to OMLP during the billing period, the net-metering customer shall be billed for the net kWhs supplied by OMLP in accordance with the rates and charges under the customer's standard rate schedule.
- C. If the kWhs generated by the net-metering facility and fed back to OMLP exceed the kWhs supplied by OMLP to the net-metering customer during the applicable billing period, OMLP shall credit the net-metering customer with any accumulated net excess generation in the next applicable billing period, month-to-month, until the close of the

annual billing cycle, at which time any net excess generation credit shall not expire and shall be carried forward to subsequent billing periods indefinitely.

1. For net excess generation credits older than 24 months, a net-metering customer may elect to have OMLP purchase the net excess generation credits in the net-metering customer's account at OMLP's estimated annual average avoided cost rate for wholesale energy if the sum to be paid to the net-metering customer is at least \$100.
2. OMLP shall purchase at OMLP's estimated annual average avoided cost rate for wholesale energy any net excess generation credits remaining in a net-metering customer's account when the net-metering customer:
 - i. ceases to be a customer of OMLP;
 - ii. ceases to operate the net-metering facility; or
 - iii. transfers the net-metering facility to another person.

Rule 2.05 Renewable Energy Credits

Any renewable energy credit created as a result of electricity supplied by a net metering customer is the property of the net metering customer that generated the renewable energy credit.

SECTION 3. INTERCONNECTION OF NET METERING FACILITIES TO OMLP ELECTRIC POWER SYSTEM

Rule 3.01 Requirements for Preliminary Interconnection Review Request

A. An Interconnecting Customer shall execute a Preliminary Interconnection Review Request (Appendix A) and pay the designated application fee at least sixty (60) days prior to the date the customer intends to commence construction of the Interconnecting Facilities, and construction shall not commence until approved. Part A, Standard Information, Sections 1 through 3 of the Preliminary Interconnection Review Request must be completed for the notification to be valid. If mailed, the date of notification shall be the third day following the mailing of the Preliminary Interconnection Review Request. OMLP shall provide a copy of the Preliminary Interconnection Review Request to the customer upon request.

B. Following notification by the customer as specified in Rule 3.01.A., OMLP will seek to review the plans of the facility interconnection and provide the results of its review to the customer, in writing, within 30 calendar days. Any items that would prevent Parallel Operation due to violation of safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

C. Approval of a preliminary interconnection review is valid for one calendar year. Approval does not relieve a customer from other regulations governing permitting, construction, operation, lawful uses of property, and the like. Preliminary interconnection review is only performed on existing data and does not require OMLP to conduct a study or other analysis of the proposed interconnection site in the event that data is not readily available. Additional data or changes in data may invalidate approval of a preliminary interconnection review.

D. The preliminary interconnection review does not relieve the customer of the requirement to execute a Standard Interconnection Agreement prior to interconnection of the facility.

Rule 3.02. Requirements for Initial Interconnection of a Net Metering Facility

- A. A net metering customer shall execute a Standard Interconnection Agreement for Net Metering Facilities prior to interconnection with OMLP's facilities
- B. A net metering facility shall be capable of operating in a parallel and safely commencing the delivery of power into the utility system at a single point of interconnection. To prevent a net metering customer from back-feeding a de-energized line, a net metering facility shall have a visibly open, lockable, and manual disconnect switch which is accessible by OMLP and clearly labeled. In addition, the net metering customer's equipment shall meet the following conditions: 1) The inverter equipment must be designed to shut down or disconnect and cannot be manually overridden by the customer upon loss of OMLP service; 2) The inverter must be warranted by the manufacturer to shut down or disconnect upon loss of utility service; and 3) The inverter must be properly installed and operated, and inspected or tested by utility personnel.
- C. The customer shall submit a Standard Interconnection Agreement to OMLP at least sixty (60) days prior to the date the customer intends to interconnect the net metering facilities to OMLP's facilities. The Standard Interconnection Agreement must be

completed in full and to OMLP's satisfaction. Failure to do so may result in OMLP denying the interconnection until a valid completed Standard Interconnection Agreement is submitted and the normal review process is completed. The customer shall have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of notification shall be the third day following the mailing of the Standard Interconnection Agreement. OMLP will provide a copy of the Standard Interconnection Agreement to the customer upon request.

- D. Following notification via submittal of a complete Standard Interconnection Agreement by the customer as specified in Rule 3.02.C, OMLP shall review the plans of the facility and provide the results of its review to the customer within 30 days. Any item that would prevent parallel operation due to violation of safety standards and/or power generation limits shall result in OMLP's denial of interconnection by the facility until the plans are modified to address the identified items.
- E. The net metering facility, at the net metering customer's expense, shall meet safety and performance standards established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL), and, at OMLP's discretion, may require periodic inspections by the customer's professional installer or other knowledgeable source acceptable to OMLP and proof of such inspections to OMLP.
- F. The net metering facility, at the net metering customer's expense, shall meet all safety and performance standards adopted by OMLP and pursuant to the OMLP Net Metering Policy that are necessary to assure safe and reliable operation of the net metering facility to OMLP's system.
- G. The Interconnecting Customer shall execute a Standard Interconnection Agreement (Appendix B) and pay the designated interconnection fee prior to connecting to the OMLP Distribution System.

Rule 3.03 Requirements for Commissioning Test and Report.

A. A commissioning test and report shall be performed by the installation contractor of the Interconnecting Facility. The tests described in this Rule 3.03 must be documented and performed by using written test procedures established by the manufacturer(s) of the interconnecting equipment. At a minimum the following tests and their results must be documented in a report and submitted to OMLP prior to OMLP's final inspection.

1. *Visual Inspection.* A visual inspection shall be made to ensure that the grounding scheme of the interconnection shall not cause overvoltages that exceed the rating of the equipment connected to OMLP's Distribution System and shall not disrupt the coordination of the ground fault protection on OMLP's Distribution System. The visual inspection must confirm the presence of the isolation device if required in 3.01 B.
2. *Performance Tests.* The following commissioning tests shall be performed on the installed Interconnecting Facility and interconnection system equipment prior to the initial parallel operation of the Interconnecting Facility. The following are required:

- a. Operability test on the isolation device mentioned in 3.01B.
- b. Unintentional Islanding functionality as specified in IEEE 1547 Clause 5.4.1.
- c. Cease to energize functionality as specified in IEEE 1547 Clause 5.4.2.
- d. Any tests of IEEE 1547 Section 5.1 that have not been previously performed on a representative sample and formally documented. These are tests that should be completed by the manufacturer of the Interconnecting Facility equipment and submitted as part of the report for the Commissioning test to OMLP. For reference these include Clauses 5.1.1 thru 5.1.6 in the IEEE Standard 1547:
 - (i) Response to abnormal voltage and frequency;
 - (ii) Synchronization;
 - (iii) Interconnect Integrity test;
 - (iv) Unintentional islanding;
 - (v) Limitation of DC injection; and
 - (vi) Harmonics.
- e. Any tests of IEEE 1547 Section 5.2 that have not been previously performed on the interconnection systems. These tests are the same response to abnormal voltage and frequency and synchronization tests listed previously covered in IEEE Standard 1547 Clause 5.1.1 and 5.1.2.

Rule 3.04. Requirements for Modifications or Changes to a Net Metering Facility

Modifications or changes made to a net metering facility shall be evaluated by OMLP prior to being made. The net metering customer shall provide detailed information describing the modifications or changes to OMLP in writing prior to making the modifications to the net metering facility. OMLP reserves the right to deny the modifications if the information provided by the customer is deemed incomplete in OMLP's sole discretion. If provided information is deemed complete by OMLP, OMLP shall review the proposed changes to the facility and provide the results of its evaluation to the customer within thirty (30) days of receipt of the customer's proposal. Any items that would prevent parallel operation due to violation of safety standards and/or power generation limits shall result in OMLP's denial of interconnection by the facility until the plans are modified to address the identified items.

Rule 3.05. Requirement for New Customer at Location to Comply with Registration

When an existing net metering customer leaves a net metering location on OMLP's system, the new customer at that location will be required to comply with the OMLP Net Metering Policy, as well as all other applicable OMLP customer policies. When the existing net metering customer leaves a net metering location, it is that net metering customer's sole responsibility to inform the purchaser that the location is a net metering location and that OMLP's Net Metering Policy must be followed.

Rule 3.06 Requirements for Periodic testing.

The customer shall complete a visual inspection of the Interconnecting Facility and conduct a Cease to Energize functionality test every year on or before the anniversary of the Interconnecting Facility's initial approval by OMLP. The customer shall also perform any other periodic tests as recommended by the manufacturer(s) of the Interconnecting equipment. The customer shall have these tests performed by a qualified individual, keep a log of the inspection and the results, and submit this log to OMLP upon completion every year. OMLP may elect to witness these tests at its own discretion to ensure that the tests are being completed. OMLP may perform an inspection or test of any Interconnecting Facility at intervals of no less than three (3) years, or upon the reasonable belief of a safety or operational risk, at the expense of the Interconnecting Facility Owner.

APPENDIX A

PRELIMINARY INTERCONNECTION REVIEW REQUEST

A.1 Standard Information

1. Customer Information:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Project Manager/Contractor: _____

Phone Number: _____ Email: _____

2. Generation Facility Information:

Location (if different from above): _____

Expected Point of Interconnection: _____

System Type (select one): ☐ Solar ☐ Wind ☐ Hydro ☐ Biomass
☐ Fuel Cell ☐ Micro Turbine ☐ Geothermal

Generator Type: ☐ Single Phase -or- ☐ Three Phase

Report data below in Alternating Current (AC).

Expected Generator Power Rating (kW): _____

Expected Annual Energy Production (kWh): _____

3. Interconnection Information

Attach a detailed electrical diagram showing the configuration of all generating facility equipment, including protection and control schemes.

Requested Point of Interconnection: _____

Customer-Site Load (kW) at Net-Metering Facility location (if none, so state): _____

Interconnection Request: ☐ Single Phase -or- ☐ Three Phase

NOTICE TO DISTRIBUTED GENERATION OWNERS

OMLP PROHIBITS CUSTOMERS FROM CONSTRUCTING DISTRIBUTED GENERATION FACILITIES THAT HAVE A GENERATING CAPACITY (KW) THAT IS GREATER THAN THE CUSTOMER'S PEAK ELECTRICAL LOAD, OR WITH ELECTRIC PRODUCTION (KWH) THAT EXCEEDS THE CUSTOMER'S USAGE DURING ANY BILLING PERIOD. OMLP IS PROHIBITED FROM COMPENSATING A DISTRIBUTED GENERATION OWNER FOR ELECTRIC PRODUCTION (KWH) THAT EXCEEDS THE CUSTOMER'S USAGE DURING ANY BILLING PERIOD.

A.2. Preliminary Interconnection Terms & Conditions

1. *Requirements for Request.* For the purpose of requesting that OMLP conduct a preliminary interconnection site review for a proposed Interconnecting Facility, or as otherwise requested by the customer, the customer shall notify OMLP by submitting a completed Preliminary Interconnection Site Review Request. The customer shall submit a separate Preliminary Interconnection Site Review Request for each point of interconnection if information about multiple points of interconnection is requested. Part A, Standard Information, Sections 1 through 3 of the Preliminary Interconnection Site Review Request must be completed for the notification to be valid. If mailed, the date of notification shall be the third day following the mailing of the Preliminary Interconnection Site Review Request. OMLP shall provide a copy of the Preliminary Interconnection Site Review Request to the customer upon request.

2. *Review by OMLP.* Following submission of the Preliminary Interconnection Site Review Request by the customer, OMLP will seek to review the plans of the facility interconnection and provide the results of its review to the customer, in writing, within 30 calendar days. If the customer requests that multiple interconnection site reviews be conducted OMLP will make reasonable efforts to provide the customer with the results of the review within a timely fashion. If OMLP cannot provide results within 90 days, OMLP will provide the customer with an estimated date by which it will complete the review. Any items that would prevent Parallel Operation due to violation of safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

3. *Nonbinding Report.* The preliminary interconnection site review is non-binding and need only include existing data and does not require OMLP to conduct a study or other analysis of the proposed interconnection site in the event that data is not readily available. OMLP shall notify the customer if additional site screening may be required prior to interconnection of the facility. The customer shall be responsible for the actual costs for conducting the preliminary interconnection site review and any subsequent costs associated with site screening that may be required.

4. *Standard Interconnection Agreement.* The preliminary interconnection site review does not relieve the customer of the requirement to execute a Standard Interconnection Agreement prior to interconnection of the facility.

I hereby certify that, to the best of my knowledge, all of the information provided in this Preliminary Interconnection Site Review is true and correct and that I am authorized to execute this document on behalf of the Customer identified in Part A, Section 1.

CUSTOMER

Signature: _____

Printed Name: _____

Date: _____

FOR OMLP USE ONLY

☐ **APPROVED**

☐ **DISAPPROVED**

Signature _____ Date: _____

APPENDIX B

STANDARD INTERCONNECTION AGREEMENT

B.1. Standard Information

1. Customer Information:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Electric Account Number to which the Net-Metering Facility is attached: _____

2. Generation Facility Information:

Location (if different from above): _____

System Type (select one): ☐ Solar ☐ Wind ☐ Hydro ☐ Biomass
☐ Fuel Cell ☐ Micro Turbine ☐ Geothermal

Generation Type: ☐ Single Phase -or- ☐ Three Phase

Report data below in Alternating Current (AC).

Generation Power Rating (kW): _____ Capacity Factor: _____

Inverter Manufacturer: _____ Inverter Model: _____

Inverter Power Rating (kW) _____

Inverter Location: _____

Manual Disconnect Location: _____

Attach a detailed electrical diagram of the Net-Metering Facility

3. Installation Information

Electrical Contractor: _____ License Number: _____

Installed by: _____ Qualifications/Credentials: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

4. Certification & Approval

This system has been installed in compliance with the local Building/Electrical Code of:

☐ Osceola

Inspector Signature: _____ Date: _____

(In lieu of signature of inspector, a copy of the final inspection certificate may be attached)

Facility Interconnection Approved: _____ Date: _____

Metering Facility Verified: _____ Date: _____

APPENDIX C

Interconnection Agreement Terms & Conditions

1. *Customer Assurances.* By executing this document below, Customer assures OMLP that the system has been installed in accordance with OMLP Net Metering and Distributed Generation Rules, that the Customer has been given system warranty information and operation manual, and that Customer has been instructed in the safe operation of the system.

2. *Interruption or Reduction of Deliveries.* OMLP shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, OMLP shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required. Notwithstanding any other provision of this Agreement, if at any time OMLP reasonably determines that either the facility may endanger the OMLP's personnel or other persons or property, or the continued operation of the Customer's facility may endanger the integrity or safety of OMLP's electric system, OMLP shall have the right to disconnect and lock out Customer's facility from the OMLP's electric system. Customer's facility shall remain disconnected until OMLP is reasonably satisfied that the conditions referenced in this Section have been corrected.

3. *Interconnection.* Customer shall deliver the as-available energy to OMLP at OMLP's meter. OMLP shall furnish and install one standard kilowatt hour meter. Customer shall provide and install a suitable meter socket for OMLP's meter and any related interconnection equipment per OMLP's technical requirements, including safety and performance standards. Distributed Generation Customers are responsible for the cost of the meter to measure generation. Customer shall submit a Standard Interconnection Agreement to OMLP at least sixty (60) days prior to the date the customer intends to interconnect to OMLP's facilities. Part A, Standard Information, Sections 1 through 3 of the Standard Interconnection Agreement must be completed and valid. Customer must have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of

notification shall be the third day following the mailing of the Standard Interconnection Agreement.

4. *Timely Review.* Following submission of the Standard Interconnection Agreement by Customer, OMLP will seek to review the facility plans and provide the results of its review to Customer, in writing, within thirty (30) calendar days. Any items that would prevent Parallel Operation due to violation of applicable safety standards and/or power generation limits will be explained along with a description of the modifications necessary to remedy the violations.

5. *Required Upgrades.* If OMLP's existing facilities are not adequate for interconnection, the Customer shall pay the cost of additional or reconfigured facilities prior to the installation or reconfiguration of the facilities.

6. *Manual Disconnect.* To prevent an Interconnecting Customer from back-feeding a de-energized line, Customer must install a manual disconnect switch with lockout capability that is accessible to OMLP personnel at all hours.

7. *National Safety Standards.* Customer, at his own expense, shall meet all safety and performance standards established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL).

8. *Local Safety Standards.* Customer, at his own expense, shall meet all safety and performance standards adopted by OMLP that are necessary to assure safe and reliable operation of the Interconnecting Facility to OMLP's system.

9. *Operation Contingent on Inspection and Approval.* Customer shall not commence Parallel Operation of an Interconnecting Facility until the Facility has been inspected and approved by OMLP. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, OMLP's approval to operate the Customer's Interconnecting Facility in parallel with the OMLP's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee, or representation concerning the safety, operating characteristics, durability, or reliability of Customer's Net-Metering Facility.

10. *Modifications or Changes.* Prior to being made, Customer shall notify OMLP of, and OMLP shall evaluate, any modifications or changes to the Interconnecting Facility described in Part A, Standard Information, Section 2 of the Standard Interconnection Agreement. The notice provided by Customer shall provide detailed information describing the modifications or changes to OMLP in writing, including a revised Standard Interconnection Agreement that clearly identifies the changes to be made. OMLP will seek to review the proposed changes to the facility and provide the results of its evaluation to Customer, in writing, within thirty (30) calendar days of receipt of Customer's proposal. Any items that would prevent Parallel Operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations. If Customer makes such modification without OMLP's prior written authorization and the execution of a new Standard Interconnection Agreement, OMLP shall have the right to suspend all services.

11. *Maintenance and Permits.* Customer shall obtain any governmental authorizations and permits required for the construction and operation of the Interconnecting Facility and related equipment. Customer shall maintain the Interconnecting Facility and related equipment in a safe and reliable manner and in conformance with all applicable laws and regulations.

12. *Access to Premises.* OMLP may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter. OMLP may disconnect the Interconnecting Facilities without notice if OMLP reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or OMLP's facilities, or property of others from damage or interference caused by Customer's facilities, or lack of properly operating protective devices.

13. *Liability and Indemnity.* Neither OMLP, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design, construction, ownership, maintenance or operation of, or the making of

replacements, additions or betterment to, or by failure of, Customer's facilities by Customer or any other person or entity. **CUSTOMER SHALL INDEMNIFY THE CITY OF OSCEOLA, ARKANSAS ("CITY"), ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGES, EXPENSE AND LIABILITY TO THIRD PERSONS FOR INJURY TO OR DEATH OF PERSONS OR INJURY TO PROPERTY CAUSED BY CUSTOMER'S ENGINEERING, DESIGN, CONSTRUCTION, OWNERSHIP, MAINTENANCE OR OPERATIONS OF, OR THE MAKING OF REPLACEMENTS, ADDITIONS OR BETTERMENT TO, OR BY FAILURE OF, ANY OF CUSTOMER'S WORKS OR FACILITIES USED IN CONNECTION WITH THIS AGREEMENT BY REASON OF OMISSION OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE.** Customer shall, on City's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by the City in enforcing this indemnity.

14. *Term of Agreement.* This Agreement shall be until modified or terminated in accordance with its terms or applicable ordinances, regulations or other laws.

15. *Assignment.* This Agreement and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their personal representatives, heirs, successors, and assigns. Customer shall not assign this Agreement or any part hereof without the prior written consent of OMLP, and such unauthorized assignment may result in termination of this Agreement.

16. ***WARNING.* POSSIBLE RULES OR RATE CHANGES, OR BOTH, THAT AFFECT THE OPERATION OR FINANCIAL FEASIBILITY OF AN INTERCONNECTING FACILITY COULD OCCUR IN THE FUTURE. INTERCONNECTING FACILITY OWNERS ARE ADVISED THAT THEY MUST REMAIN AWARE OF AND COMPLIANT WITH ALL LAWS AND REGULATIONS.**

C.17. NOTICE TO DISTRIBUTED GENERATION OWNERS

OMLP PROHIBITS CUSTOMERS FROM CONSTRUCTING DISTRIBUTED GENERATION FACILITIES THAT HAVE A GENERATING CAPACITY (KW) THAT IS GREATER THAN THE CUSTOMER'S PEAK ELECTRICAL LOAD, OR WITH ELECTRIC PRODUCTION (KWH) THAT EXCEEDS THE CUSTOMER'S USAGE DURING ANY BILLING PERIOD. OMLP IS PROHIBITED FROM COMPENSATING A DISTRIBUTED GENERATION OWNER FOR ELECTRIC PRODUCTION (KWH) THAT EXCEEDS THE CUSTOMER'S USAGE DURING ANY BILLING PERIOD.

Customer Certification

I hereby certify that all information provided is true and correct, to the best of my knowledge, and that I have read and understand the Terms and Conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives.

Date: _____

Print: _____

Signed: _____

OMLP Certification

I hereby certify that: (1) I am a duly authorized OMLP representative; (2) I have examined the documents and generating facility proposed for interconnection described in Part A, Sections 1-3; and (3) I have determined that interconnection is authorized in accordance with OMLP regulations.

Date: _____

Print: _____

Signed: _____

APPENDIX D

NET-METERING FEES

Net Metering Application Fee.....\$100.00

Net Metering Interconnection Fee.....\$250.00

Net-Metering Every 3 Years Inspection Fee.....\$100.00

APPENDIX E

INTERCONNECTION TIMELINE

	60 DAYS PRIOR TO CONSTRUCTION	60 DAYS PRIOR TO INTERCONNECTION	EVERY YEAR	EVERY 3 YEARS
<i>CUSTOMER ACTION</i>	SUBMIT PRELIMINARY INTERCONNECTION REVIEW REQUEST	SUBMIT STANDARD INTERCONNECTION AGREEMENT	SAFETY TEST	
<i>FORM</i>	APPENDIX A	APPENDIX B		
<i>OMLP ACTION</i>	REVIEW REQUEST FOR COMPLIANCE WITH ORDINANCE	REVIEW REQUEST FOR COMPLIANCE WITH ORDINANCE	MAY EXAMINE DOCUMENTS	SAFETY TEST
<i>APPROVAL</i>	AUTHORIZES CONSTRUCTION	AUTHORIZES INTERCONNECTION	CONTINUES CONNECTION	CONTINUES CONNECTION

City of Osceola, Arkansas
Ordinance No. 2019-__

AN ORDINANCE ADOPTING REGULATIONS TO GOVERN THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REMOVAL OF SMALL WIRELESS COMMUNICATION FACILITIES IN THE RIGHT-OF-WAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Whereas, pursuant to Arkansas law, the City Council of Osceola, Arkansas ("City") is authorized to adopt regulations by reference (Ark. Code Ann. §14-55-207); and

Whereas, certain Wireless Service Providers propose to occupy public rights-of-way owned, held in trust and maintained by the City, in order to install and maintain small wireless communication facilities that will enhance data connectivity through wireless communication services; and

Whereas, the City recognizes the economic and social value of data connectivity and desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless communication facilities within the public rights-of-way in a manner that is: (1) safe; (2) compatible with and complementary to the provision of services by the City and others lawfully using the rights-of-way; and (3) consistent with the aesthetic standards of the City; and

Whereas, the City of Osceola owns and operates a municipal utility ("Osceola Municipal Light & Power") that among other services, performs the essential public service of distributing electric power and providing light and other important services; and

Whereas, Osceola Municipal Light & Power is responsible for safeguarding its employees and the integrity of its electric system, obtaining fair compensation for the use of its infrastructure through collection of fees and other charges, ensuring compliance with all applicable federal, state and local laws, rules and regulations, ordinances and standards and policies, and permitting fair and reasonable access to available capacity on Osceola Municipal Light & Power infrastructure; and

Whereas, Osceola Municipal Light & Power is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Wireless Communication Facilities on Osceola Municipal Light & Power Poles and/or Streetlights; and

Whereas, the City and Osceola Municipal Light & Power preserve the rights to own, operate, and manage property in a proprietary manner while fairly governing the conduct of business and access to public rights-of-way.

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

Section 1: That the **Small Wireless Communication Facility Regulation of the City of Osceola**, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted in its entirety.

Section 2: That three (3) copies of this ordinance shall be filed with the Office of the City Clerk and on the City of Osceola web site for inspection and view by the public prior to adoption.

Section 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 4: That the provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

Section 5: That any person who violates this ordinance shall be subject to a fine of no less than \$100 nor more than \$1,000 per offense, except that when an offense is, in its nature, continuous in respect to time, the person in violation shall be subject to a fine of no less than \$50 nor more than \$500 per day.

Section 6: It is hereby found and determined that improved data connectivity would improve the Osceola economy and enhance the ability of Osceola citizens to share information and that adoption of a new regulation governing the installation, maintenance, and removal of small wireless communication facilities in the City's rights-of-way is necessary to achieve these benefits in a manner that is consistent with broad City interests including the proper and orderly growth of the City of Osceola, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

Attest:

Jessica Griffin
City Clerk

Approved:

Mayor Sally Longo Wilson



Small Wireless Communication Facility Regulation
of the
City of Osceola, Arkansas

This Small Wireless Regulation (the "Regulation") dated July 22, 2019 ("Effective Date") is made by the City of Osceola, Arkansas ("City"), a municipal corporation duly created, organized, and existing as a political subdivision of the State of Arkansas, owner and regulator of the Osceola Municipal Light & Power ("Utility"), supervisor and holder of public rights-of-way, and regulator of development within the City.

Table of Contents

RECITALS	3
Article 1. Definitions	4
Article 2. Purpose and Scope of Regulation	10
Article 3. Fees and Charges	18
Article 4. Specifications	21
Article 5. Private and Regulatory Compliance	25
Article 6. Permit Application Procedures	26
Article 7. Make-Ready Work/Installation	32
Article 8. Post-Installation Inspections	34
Article 9. Abandonment of Permit	34
Article 10. Rearrangements and Transfers on Utility Poles	35
Article 11. Pole Replacements	36
Article 12. Treatment of Multiple Requests for Same Pole	36
Article 13. Equipment Attachments	36
Article 14. Authorized Contractors	37
Article 15. Guys and Anchor Attachments	37
Article 16. Installation of Grounds	37
Article 17. Change in Utility Facilities that Forfeits Attachment Accommodations	37
Article 18. Inspection	38
Article 19. Failure to Rearrange, Transfer or Correct	39
Article 20. Physical Inventory	40
Article 21. Unauthorized Attachments	41
Article 22. Reporting Requirements	41
Article 23. Liability and Indemnification	42
Article 24. Duties, Responsibilities, and Exculpation	44
Article 25. Insurance	45
Article 26. Assignment	47
Article 27. Failure to Enforce	48
Article 29. Removal of Attachments	48
Article 30. Bonds	48
Article 31. Severability	49
Article 32. Governing Law	49

Article 33. Incorporation of Recitals and Appendices.....	49
Article 34. Force Majeure.....	50
Article 35. Casualty.....	50
Article 36. Attachment of Wireline Backhaul Facilities on Utility Poles.....	50
APPENDIX A – FEES.....	52
APPENDIX B – DESIGN STANDARDS.....	53

RECITALS

WHEREAS, City encourages wireless infrastructure investment and wishes to provide a fair and predictable process for the deployment of small wireless facilities while promoting proper management of the public rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, City recognizes that small wireless facilities – including facilities commonly referred to as small cells and distributed antenna systems -- can deliver wireless access to advanced technology, broadband, and 911 services to residences, businesses, and schools within the City; and

WHEREAS, City recognizes that small wireless facilities can often be effectively deployed in public rights-of-way; and,

WHEREAS, City intends to fully comply with state and federal law to the extent it may preempt local municipal control; and

WHEREAS, Utility operates a municipal utility within and about City performing the essential public service of distributing electric power and providing light and other important services; and

WHEREAS, Utility is responsible for safeguarding the integrity of its electric system and its employees, obtaining fair compensation for the use of its infrastructure through collection of fees and other charges, ensuring compliance with all applicable federal, state and local laws, rules and regulations, ordinances and standards and policies, and permitting fair and reasonable access to available capacity on Utility’s infrastructure; and

WHEREAS, certain wireless providers propose to occupy City’s public rights-of-way in order to install and maintain small wireless facilities and associated equipment on Utility’s poles to provide wireless communication services;

WHEREAS, Utility is willing, when it may lawfully do so, to issue one or more permits authorizing the placement or installation of small wireless facilities on Utility’s poles; and

WHEREAS, City is willing to permit wireless providers to occupy City's public rights-of-way for the placement or installation of poles, wireless support structures and wireless attachments; and

WHEREAS, City is willing to negotiate the placement of small wireless facilities, poles, wireless support structures and wireless attachments on City structures and property outside of the public right-of-way; such as buildings, parking lots, recreational field lighting, and the like; and

WHEREAS, City and Utility preserve their respective rights to own, operate, and manage property in a proprietary manner while fairly governing the conduct of business and access to public rights-of-way.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

Article 1. Definitions

When used in this regulation, terms, phrases, words, and their derivations, shall have the meaning provided in this Article 1, unless more specifically defined within another Article or Section of this regulation. Defined terms may or may not be capitalized. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1.1 **Affiliate**: means an entity that directly or indirectly controls, is controlled by, or is under common control with another party.

1.2 **Antenna**: means communications equipment that transmits or receives an electromagnetic radio frequency signal in the provision of wireless service.

1.3 **Antenna equipment**: means equipment, switches, wiring, cabling, power sources, shelters, or cabinets associated with an antenna, located at the same fixed location as the antenna, and when collocated on a structure is mounted or installed at the same time as the antenna. Antenna equipment does *not* include:

- (A) The structure or improvements on, under, or within which the equipment is collocated; or
- (B) Wireline backhaul facilities, coaxial or fiber optic cable that is between structures, or coaxial or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

1.4 **Antenna facility**: means an antenna and associated antenna equipment.

1.5 **Applicable codes**: means uniform electrical reliability, building, fire, electrical, plumbing, or mechanical codes, as adopted by a recognized national code organization, or local amendments to the codes that are of general application, or local ordinances that are of general

application, that address public health, safety, or welfare and are consistent with this regulation;

1.6 **Applicant:** means a person who applies for a permit under this regulation as or on behalf of a wireless provider.

1.7 **Application:** means a request submitted by an applicant to an authority for a permit:
(A) To collocate small wireless facilities; or
(B) To install, modify, or replace a pole on which a small wireless facility is or will be collocated, in the right-of-way;

1.8 **Attaching entity:** means any public or private entity, including a wireless provider, that pursuant to an agreement with Utility or other authority, places one more attachment on Utility's poles.

1.9 **Attachment(s):** means both wireless communication facilities and wireline communications wires of wireless providers and other attaching entities that are lawfully affixed to or installed within a pole.

1.10 **Capacity:** means the ability of a pole to accommodate the installation of an attachment based on applicable codes, including space and loading considerations.

1.11 **City:** means the City of Osceola, Arkansas, a municipal corporation duly created, organized, and existing as a political subdivision of the State of Arkansas.

1.12 **City facilities:** means all personal property and real property owned or controlled by City, including those used for the provision of public services and those used for other purposes.

1.13 **Collocate:** means the placement, mounting, replacement, or modification of a small wireless facility on, or of ground-mounted antenna equipment adjacent to, a structure. It includes collocated ground-mounted antenna equipment as a small wireless facility if it meets the requirements of § 23-17-503(25)(A)(iii)-(vi) and the associated facilities on the adjacent structure meet the requirements of § 23-17-503(25)(i)-(vi).

1.14 **Communications service:** means:

- (A) A cable service, as defined in 47 U.S.C. § 522(6), as it existed on January 1, 2019;
- (B) A telecommunications service, as defined in 47 U.S.C. § 153(53), as it existed on January 1, 2019;
- (C) An information service, as defined in 47 U.S.C. § 153(24), as it existed on January 1, 2019; or
- (D) Wireless service.

1.15 **Communications service provider:** means:

- (A) A cable operator, as defined in 47 U.S.C. § 522(5), as it existed on January 1, 2019;
- (B) A provider of information service, as defined in 47 U.S.C. § 153(24), as it existed on January 1, 2019;
- (C) A telecommunications carrier, as defined in 47 U.S.C. § 153(51); or
- (D) A wireless provider.

- 1.16 **Communications space:** means the space on a pole designated for horizontal wireline communications attachments under the NESC and other applicable codes.
- 1.17 **Control:** means the direct or indirect:
(A) Ownership of at least fifty percent (50%) of the equity
(B) Ability to direct at least fifty percent (50%) of voting power; or
(C) Ability otherwise to direct management policies.
- 1.18 **Controlled access facility:** means a highway or street described in A.C.A. § 27-68-102.
- 1.19 **Correct:** means to perform work to bring an attachment into compliance with Applicable Standards in a workman like condition.
- 1.20 **Days:** means calendar days unless otherwise specifically stated.
- 1.21 **Designated office:** means the office designated by the Mayor or the Utility General Manager where wireless providers may apply for a permit.
- 1.22 **Electric supply space:** means the upper portion of a pole above the communications workers safety space dedicated to electric distribution facilities under the NESC and other applicable codes.
- 1.23 **Electric transmission structure:** means a vertical structure that is used to transmit electricity at voltages of 69kV and higher.
- 1.24 **Emergency:** means a situation exists which, in the reasonable discretion of a wireless provider, City or Utility, if not remedied immediately, poses an imminent threat to public health, life, or safety, damage to property or a service outage.
- 1.25 **Facility:** means an antenna facility or a structure that is used for the provision of wireless service.
- 1.26 **Fee:** means a one-time, nonrecurring charge.
- 1.27 **Equipment attachment:** means each power supply, amplifier, appliance or other single device or piece of equipment associated with a small wireless facility that is affixed to any City or Utility pole.
- 1.28 **Historic district:** means a group of buildings, properties, or sites that are either:
(A) Listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register of Historic Places, according to Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process, 47 C.F.R. Part 1, Appendix C, as it existed on January 1, 2019;
(B) A historic district designated under the Historic Districts Act, § 14-172-201 et seq.; or
(C) A historic district otherwise designated under a local ordinance as of January 1, 2019;

1.29 **Make-ready or make-ready work:** means all work that City or Utility reasonably determines to be required to accommodate a small wireless facility and/or to comply with all applicable codes. Such work includes, but is not limited to, field survey work, rearrangement and/or transfer of Utility facilities or existing attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction, but does not include a wireless provider's routine maintenance.

1.30 **Micro-wireless facility:** means a wireless facility that:
(A) Is not larger in dimension than twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height;
(B) Has an exterior antenna that is no longer than eleven inches (11"); and
(C) Is not placed any farther than ten feet (10') down the span as measured from the side of the pole.

1.31 **Occupancy:** means the use or reservation of space for attachments on a pole.

1.32 **Overhead:** means all organizational costs that are not directly related to the cost of performing a task, but incurred by the Utility as necessary operational expenses, including any specified payment in lieu of taxation or internal rate of return.

1.33 **Pedestals/vaults/enclosures:** means above- or below-ground housings that are not attached to poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point.

1.34 **Permit:** means an authorization, written or otherwise, required by an authority to perform an action or initiate, continue, or complete a project for the deployment of wireless service at a specified location.

1.35 **Person:** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization that can sue or be sued, including the City.

1.36 **Pole:** means a long, slender structure that is generally cylindrical in shape and used to provide vertical support for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for collocation of small wireless facilities. The term "pole" does not include a wireless support structure or an electric transmission structure.

Decorative pole: means a pole that is owned by the City or Utility and specifically designed and placed for aesthetic purposes and on which limited appurtenances or attachments, such as a small wireless facility, lighting, specially designed informational or directional signage, or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory rules.

Distribution pole: means a pole owned or controlled by Utility that is primarily used to provide electricity and/or communications services.

Streetlight pole: means a non-decorative pole owned or controlled by City or Utility that is primarily used to provide lighting or ancillary services along rights-of-way.

Traffic pole: means a pole that is owned or controlled by City and primarily used to provide vertical support to traffic signals.

1.37 **Post-installation inspection:** means the inspection by Utility or, if permitted by Utility, inspection by a wireless provider or some combination of the Utility and wireless provider to verify that attachments have been made in accordance with applicable codes and the permit.

1.38 **Pre-construction survey:** means all work or operations required by applicable codes and/or Utility to determine the make-ready work necessary to accommodate small wireless facilities on a pole. Such work includes, but is not limited to, field inspection and administrative processing.

1.39 **Rate:** means a recurring charge.

1.40 **Right-of-way:** means an area on, below, or above a public utility easement, roadway, highway, street, sidewalk, alley, or similar property. The term “right-of-way” does not include a federal interstate highway, controlled-access facility, or a public utility easement that does not authorize the deployment sought by the wireless provider.

1.41 **Reserved capacity:** means capacity or space on a pole that City or Utility has identified and reserved for its own future utility requirements at the time of the permit grant pursuant to a projected need for such use, including the installation of communications circuits for operation of Utility’s electric system and/or lighting services.

1.42 **Riser:** means metallic or plastic encasement materials placed vertically on the pole to guide and protect wires and cables.

1.43 **Small wireless facility:** means a wireless facility that meets all the specifications listed in sections 1.43.1 through 1.43.6 below. The term small wireless facility does not include the structure or improvements on, under, or within which the equipment is located or collocated or to which the equipment is attached. Nor does the term small wireless facility include any wireline backhaul facility or coaxial or fiber optic cable that is between wireless support structures or utility poles, or that is otherwise not immediately adjacent to or directly associated with an antenna.

1.43.1 *Height restriction.* A small wireless facility must:

- a. Be mounted on a structure fifty feet (50') or less in height, including the antennas;
- b. Be mounted on a structure no more than ten percent (10%) taller than other adjacent structures; or
- c. Not extend an existing structure on which it is located to a height of more than fifty feet (50') or by more than ten percent (10%), whichever is greater.

1.43.2 *Antenna size restriction.* Each antenna associated with a small wireless facility, excluding associated antenna equipment, must not exceed three cubic feet (3 cu. ft.) in volume.

1.43.3 *Total size restriction.* All wireless equipment associated with a small wireless facility, including the wireless equipment associated with the antenna and any preexisting associated equipment on the structure, must not exceed twenty-eight cubic feet (28 cu. ft.) in volume.

1.43.4 *Location restriction.* A small wireless facility must be in a right-of-way.

1.44 **Structure:** means a pole or wireless support structure, without regard to an existing antenna facility, that is used or to be used for the provision of wireless service.

1.45 **Tag:** means an identification label (“tag”) that is no smaller than 12 square inches and no larger than 64 square inches. Using font that is 12-point or larger, tags will be permanently imprinted with the following minimum information:

- (A) Identity of permit holder;
- (B) Permit holder’s phone number used to respond to emergencies or planned work on a 24-hour basis;
- (C) Serial identifier that is unique to each small wireless facility; and
- (D) Any required safety information.

1.46 **Technically feasible:** means that by virtue of engineering or spectrum usage the proposed placement for a small wireless facility, or its design, concealment measures, or site location, can be implemented without a material reduction in the functionality of the small wireless facility.

1.47 **Unauthorized Attachment:** means any attachment placed on City’s or Utility’s poles without a permit as required by this regulation, provided the wireless provider’s previously authorized attachments made pursuant to a prior written agreement between the parties shall not be considered unauthorized attachments.

1.48 **Utility:** means the Osceola Municipal Light & Power, a public electric utility provider.

1.49 **Utility facilities:** means all personal property and real property owned or controlled by Utility, including poles, wires, equipment, and related facilities.

1.50 **Wireline backhaul facility:** means an aboveground or underground facility used to transport communications services from a wireless facility to a network.

1.51 **Wireless infrastructure provider:** means a person or an affiliate thereof, including a person authorized to provide communications service in the state, that builds or installs facilities for the provision of wireless service, but that is not a wireless service provider.

1.52 **Wireless provider:** means a wireless infrastructure provider or a wireless service provider.

1.53 **Wireless service:** means any service using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public.

1.54 **Wireless service provider:** means a person who provides wireless service.

1.55 **Wireless support structure**: means a construction, other than a pole, within the right-of-way that was not solely designed for the collocation of small wireless facilities, but is capable of supporting collocation of small wireless facilities, such as:

- (A) A monopole;
- (B) A tower, either guyed or self-supporting;
- (C) A billboard;
- (D) A building;
- (E) Any other existing or proposed construction suitable for collocation of a small wireless facility.

Article 2. Purpose and Scope of Regulation

2.1. **Purpose**: The purpose of this regulation is to provide policies and procedures for the placement of small wireless facilities in public rights-of-way within the jurisdiction of the City, and upon City and Utility facilities, which will preserve the integrity, safe usage, and visual qualities of public rights-of-way and the City as a whole. This regulation establishes uniform standards to be used and included in individual permits including, but not limited to:

2.1.1. Prevention of interference with the use of streets, sidewalks, alleys, parkways, City poles, Utility poles, and other public ways and places;

2.1.2. Prevention of the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

2.1.3. Prevention of interference with other facilities and operations of facilities lawfully located in City public rights-of-way or public property;

2.1.4. Protection against environmental damage, including damage to trees or shrubbery including, but not limited, those items planted pursuant to City landscaping, zoning, tree preservation, or other City policies;

2.1.5. Preservation of the character of neighborhoods in which facilities are installed;

2.1.6. Preservation of the historical character of historic structures, or historic neighborhoods, including but not limited to such structures or neighborhoods listed on the National Register of Historic Places; and,

2.1.7. Facilitation of the rapid deployment of small cell facilities to provide the citizens with the benefits of advanced wireless services.

2.2. Permits

2.2.1. *City ROW Permit*. Upon proper application, City shall timely grant a wireless provider a revocable, nonexclusive permit authorizing the installation and maintenance of a small wireless facility and, if applicable, a pole that will be used to support a small wireless facility, within the City's public rights-of-way, as provided in this regulation.

2.2.1.1. ARDOT ROW. Applications to install small wireless facilities and/or poles used to support small wireless facilities in a right-of-way controlled by the Arkansas Department of Transportation must be approved by the Arkansas Department of Transportation prior to submission to the City or Utility.

2.2.1.2. Outside ROW. Applications to install small wireless facilities and/or poles used to support small wireless facilities outside of the right-of-way will be evaluated and processed according to City ordinances governing the zoning and development of property related to cell towers.

2.2.1.3. Special Locations. No application or permit shall be required under this regulation to install a small wireless facility that is located within an interior structure or upon the site of a campus, stadium, or athletic facility that is not controlled by the City or Utility

2.2.1.4. Maintenance. No permit shall be required for any person to perform routine maintenance on a previously permitted small wireless facility or to replace a previously permitted small wireless facility with one that is substantially similar or smaller, provided that a permit may be required for work requiring lane closure or excavation.

2.2.1.5. Micro-wireless facilities. No permit shall be required for any person to install, maintain or operate a micro-wireless facility that is suspended on cables that are strung between existing poles and comply with applicable codes, provided that a permit may be required for work requiring lane closure or excavation. However, special permitting is required for the wireline pole attachments that are adjacent to micro-wireless facilities as described in Article 36.

2.2.2. *City Collocation Permits*. Upon proper application, City shall timely grant a wireless provider a revocable, nonexclusive permit authorizing the attachment of a small wireless facility to a City pole, as provided in this regulation. A single permit form may be used to authorize the installation of a small wireless facility in the right-of-way and collocation on a City pole.

2.2.3. *Utility Collocation Permits*. Upon proper application, Utility shall timely grant a wireless provider a revocable, nonexclusive permit authorizing the attachment of a small wireless facility to a Utility pole, as provided in this regulation. A single permit form may be used to authorize the installation of a small wireless facility in the right-of-way and collocation on a Utility pole.

2.2.4. *Installation on Other City or Utility Property*. Upon proper application, City or Utility may grant a wireless provider a revocable, nonexclusive permit authorizing the installation and maintenance of a small wireless facility on property owned by the City or Utility, upon such terms and conditions as may be approved in accordance with Arkansas law.

2.2.5. *Duration of Permits.* Permits issued pursuant to this regulation shall terminate ten (10) years after the date the permit was issued. The holder of any permit so terminated shall be entitled to:

2.2.6.1. Renew the permit for a successive ten (10) year term, provided that the permitted facilities and/or poles conform to all safety and appearance requirements at the time the permit terminated;

2.2.6.2. Replace the permitted facilities and/or poles at the previously permitted location with facilities and/or poles that conform to all safety and appearance requirements at the time of renewal; or

2.2.6.3. Remove the small wireless facilities and/or poles used to the support small wireless facilities within one year of the date that the permit lapsed.

2.2.6. *Relinquishment and Abandonment.* A permit issued under this regulation may be relinquished at any time. A City ROW permit issued for a small wireless facility and/or pole used to support a small wireless facility shall be deemed abandoned upon one year of non-use, unless the City determines that such non-use was due to circumstances that were beyond the control of the permit holder. Prior to relinquishment or abandonment, the permit holder shall remove the permitted small wireless facilities and/or poles and restore all City and Utility property to its previous functional and aesthetic condition. An administrative determination regarding relinquishment or abandonment shall be subject to appeal in accordance with Section 2.3.10.

2.3. New pole restrictions.

2.3.1. *ROW permit required.* No person shall install or maintain a new pole or other structure used to support a small wireless facility within a right-of-way without a City ROW permit as described in Section 2.2, or in violation thereof.

2.3.2. *ROW interference prohibited.* No person shall install a new pole in any location that materially interferes with the use of the right-of-way by any pedestrian, vehicle, traffic control device, utility service, communication service, or other existing lawful use of the right-of-way.

2.3.3. *Historic districts.* No person shall install a new pole in any historic district unless and until issued a certificate of appropriateness by the historic district commission.

2.3.4. *Height limitation.* No person shall install a new pole in the right-of-way that is taller than the greater of fifty feet (50') in height or ten percent (10%) taller than the tallest existing pole in the same right-of-way within three hundred feet (300') of the proposed location of the new pole.

2.3.5. *Appearance.* No person shall install a new pole in the right-of-way unless the pole is similar in appearance to other poles in the same right-of-way within three hundred feet (300') of the proposed location of the new pole. Where different types of poles are present, new poles should appear like those that were most recently installed.

2.3.6. *Decorative poles.* No person shall replace a decorative pole unless the replacement pole reasonably conforms to the design of the original decorative pole. A pole that is identical in style, color and function to a decorative pole, but varies by diameter, is considered to reasonably conform in design.

2.3.7. *Sight lines.* Except when modifying or replacing an existing pole to accommodate a small wireless facility attachment, no person shall install a new pole within twenty-five (25) feet of the outer curbing of an intersection, or within eighteen inches (18") of a road surface.

2.3.8. *Underground areas.* No person shall install a new pole in areas where all electric and communication lines have been placed underground, unless no existing pole (such as, a streetlight) is available for attachment to provide wireless service. If a new pole is required in an underground area, the new pole will be constructed using a stealth design that fully conceals all small wireless facilities and associated equipment within the pole.

2.3.9. *Additional Restrictions for Residential Areas.* When installing new poles within or adjacent to property that is zoned or used for residential purposes, the following additional rules shall apply:

2.3.9.1. Collocation preference. No person shall install a new pole in a City right-of-way when there is a City or Utility pole located in the right-of-way within one hundred feet (100') of the proposed location that is reasonably suitable for collocation, unless collocation on the City or Utility pole will impose technical limits on the small wireless facilities to be installed or significant additional costs. If a City or Utility pole can structurally support the proposed small wireless facility, the suitability of a City or Utility Pole shall be determined pursuant to the operational constraints of equipment used by the permit applicant. The purpose of this rule is to reduce the number of poles in the right-of-way.

2.3.9.2. Areas with Street Lights. Where street light poles are present, no person shall install a new pole in a City right-of-way unless the pole is linearly aligned with the street light poles, unless such alignment will impose technical limits on the small wireless facilities to be installed or significant additional costs. New poles must, to the extent technically feasible, substantially match the appearance of existing street light poles. If it is impossible or unreasonable to match the appearance of existing street light poles, new poles will be constructed using a stealth design that fully conceals all small wireless facilities and associated equipment within the pole. New poles will not vary from the height of existing street light poles by more than ten percent (10%). The purpose of this rule is to ensure uniformity in the appearance and height of poles.

2.3.9.3. Areas without Street Lights. Where street light poles are not present, no person shall install a new pole in a City right-of-way unless the pole substantially matches the appearance of existing poles within the right-of-way that are within three hundred feet (300') of the proposed location. New poles will not vary from the height of existing poles by more than ten percent (10%). Where poles of different heights are present, the new pole shall match the height of existing poles that are most closely

aligned with the new pole. The purpose of this rule is to ensure uniformity in the appearance and height of poles.

2.3.9.4. Placement. No person shall install a new pole in a City right-of-way unless the pole is within ten feet (10') of a lot line and at least eighteen inches (18") from the road surface. When compliance with this rule is not technically feasible, the new pole will be installed in a location that avoids obstructing the view from a home or occupiable structure and as close to the lot line as possible. This rule shall not apply when installing new poles in a median between roadways or within a right-of-way controlled by the Arkansas Department of Transportation. The purpose of this rule is to avoid obstructing views from the right-of-way or a residence.

2.3.10. *Variance and appeal*. An applicant may request a variance from the requirements of this Section 2.3, or appeal an administrative decision made based upon this Section 2.3 or Section 21.1.1, to the Board of Zoning Adjustment. A variance will only be granted when necessary to avoid the prohibition of wireless service or otherwise comply with the law. The Board of Zoning Adjustment shall review such request or appeal and grant such relief as may be required to avoid the prohibition of wireless service or otherwise comply with the law.

2.4. Small Wireless Facility Restrictions.

2.4.1. *Permit required*. No person shall attach, install or maintain a small wireless facility in the right-of-way without a permit issued by the City, or in violation thereof.

2.4.2. *ROW interference*. No person shall install a small wireless facility in such a manner that impedes or prevents the provision of light, electricity, or operation of electrical equipment or other existing services in the right-of-way.

2.4.3. *Pole Safety*. No person shall install a small wireless facility on any pole or structure that will jeopardize the structural integrity of the pole or structure, or otherwise violate any applicable code.

2.4.4. *Electric service*. No person shall provide electric service to a small wireless facility unless and until the small wireless facility has passed post-installation inspection in accordance with Article 8.

2.4.5. *Appearance*. Appearance standards are intended to balance the affordable deployment of small cell technology with the aesthetic standards of the surrounding environs.

2.4.5.1. Concealment and enclosures. Antennas, pole-mounted equipment, and wiring will be concealed within conduit, risers and enclosures that generally match the color of the pole. Concealment enclosures may be perforated to facilitate necessary air flow. Antennas that extend taller than the pole will be designed to appear as an extension of the pole.

2.4.5.2. Ground-mounted equipment. Ground-mounted equipment shall not be placed closer than two feet (2') nor farther than five feet (5') from the pole on which the antenna is mounted, unless local conditions or technology used require otherwise. Ground-mounted equipment will be placed at least eighteen inches from the roadway. This rule shall not apply to ground-mounted equipment installed in rights-of-way controlled by the Arkansas Department of Transportation.

2.4.5.3. Underground areas. In areas where all electric and communication lines have been placed underground, small wireless facilities shall be placed underground or in ground-mounted cabinets, except that the antenna may be mounted to an existing pole or new pole installed in accordance with Section 2.3.8. Alternatively, the small wireless facility and associated equipment may be installed in a new pole using a stealth design that fully conceals the small wireless facility.

2.4.5.4. Extensions. Small wireless facilities shall not be mounted on arms that extend more than five feet (5') from a pole unless camouflaged to appear as an integral part of a streetlight.

2.4.5.5. Attachments to decorative poles. No person shall attach a small wireless facility or any other attachment to a decorative pole that is less than fully camouflaged to appear as a natural and consistent design element of the decorative pole.

2.4.5.6. Smallest reasonable size. When installing small wireless facilities within or adjacent to property that is zoned or used for residential purposes, the overall size of small wireless facilities should be minimized as much as reasonably possible and technically feasible. Designs shown in Appendix B are deemed valid. The City Planning Director, and any employee of the City or Utility designated by the City Planning Director, may administratively approve designs that are consistent with, or found to be less obtrusive than, designs shown in Appendix B.

2.4.5.7. Variance and appeal. An applicant may request a variance from the requirements of this Section 2.4.8, or appeal an administrative decision made based upon this Section 2.4.8, to the Board of Zoning Adjustment. The Board of Zoning Adjustment shall review such request or appeal and grant such relief as may be required to avoid the prohibition of wireless service or otherwise comply with the law

2.4.6. *Historic Districts.* No person shall install a small wireless facility in any historic district unless and until issued a certificate of appropriateness by the historic district commission.

2.5. Collocation on City and Utility Poles.

2.5.1 *City collocation permit required.* No person shall attach, install or maintain a small wireless facility on any pole or other structure owned by the City without a permit issued by the City, or in violation thereof.

2.5.2 *Utility collocation permit required.* No person shall attach, install or maintain a small wireless facility on any pole or other structure that is owned or managed by the Utility without a permit issued by the Utility, or in violation thereof.

2.5.3 *Bucket Truck Access.* No person shall install a small wireless facility on any City or Utility pole or structure that is inaccessible from a street with a bucket truck. The purpose of this rule is to protect the safety of City and Utility workers performing maintenance on City and Utility infrastructure.

2.5.4 *Electric Distribution Poles.* No person shall install, operate or maintain a small wireless facility or any other attachment to a Utility distribution pole within or above the electric supply space as designated by the National Electric Safety Code, except Utility personnel.

2.5.5 *Streetlight and Traffic Poles.* No person shall install a small wireless facility on or within a streetlight or traffic pole that, when combined with the existing lighting equipment and other existing City and Utility facilities, shall require more electricity than can be safely provided by the existing service line.

2.5.6 *General restrictions applicable.* All restrictions applicable to small wireless facilities in Section 2.4 shall apply when small wireless facilities are collocated on City and/or Utility poles.

2.5.7 *Reserved space.* City and/or Utility may reserve space on poles for future use according to a plan that has been documented and approved by the Mayor or Utility Manager, as appropriate, prior to the submission of application to occupy the space reserved.

2.5.7.1 Notice of reserved space. An applicant will be notified at the time an application is filed, or as soon thereafter as possible, that space on one or more poles within an application has been reserved for future use. A reservation of space shall not preclude placement of a pole or collocation of a small wireless facility. If replacement of the authority's pole is necessary to accommodate the collocation of the small wireless facility and the future use, the wireless provider shall pay for the replacement of the authority pole and the replaced pole shall accommodate future use.

2.5.7.2 Reclaiming reserved space. When notice was provided in accordance with Section 2.5.1, City or Utility may reclaim reserved space by giving the wireless provider at least ninety (90) calendar days prior notice. If reclaimed, City or Utility may at such time also install associated facilities, including the attachment of communications lines for internal operational or governmental communications requirements. City or Utility shall give the wireless provider the option to remove its attachment(s) from the affected poles or pay for the cost of any make-ready work needed to expand capacity for City and/or Utility service requirements, so that the wireless provider can maintain its attachment(s) on the affected poles. The allocation of the cost of any such make-ready work (including the transfer, rearrangement, or

relocation of third-party attachments) shall be determined in accordance with Article 10.

2.5.7.3 Third-party attachers. Wireless provider shall not be required to bear any of the costs of rearranging or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity

2.6. **No Interest in Property.** No use, however lengthy, of any City or Utility property or facility, and no payment of any fees or charges required under this regulation, shall create or vest in any person any easement or other ownership or property right of any nature in any portion of such property or facility. Neither this regulation, nor any permit granted under this regulation, shall constitute an assignment of any rights of any nature by City or Utility. Notwithstanding anything in this regulation to the contrary, the rights of wireless provider shall be limited to only those rights described within their issued permit.

2.7. **Right to Attach.** Nothing in this regulation, other than a permit issued pursuant to this Article 2, shall be construed as granting any person any right to install attachments to any specific City or Utility Pole, or poles in general.

2.8. **Rights over Poles.** This regulation does not in any way limit City's or Utility's right to locate, operate, maintain, or remove its poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement and policies, including undergrounding requirements.

2.9. **Expansion of Capacity.** Nothing in this regulation shall be construed to require City or Utility to install, retain, extend, or maintain any pole for use when such pole is not needed for City's or Utility's own service requirements. The above, notwithstanding Utility will not unreasonably deny a request to extend or replace a pole upon request.

2.10. **Poles and Wireless Support Structures Owned by Wireless Provider.** Poles, wireless support structures, and their surrounding area, owned by wireless providers shall be maintained according to this regulation and the uniform standards of the City, as may be amended from time to time.

2.11. **Service Restoration.** Utility's service restoration requirements shall take precedence over any and all work operations of a wireless provider on Utility's poles.

2.12. **Other Agreements.** Except as expressly provided in this regulation, nothing in this regulation shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding Utility facilities into which Utility has previously entered, or may enter in the future, with other parties. Neither the City nor Utility shall enter into any exclusive arrangement with any person for the use of the right-of-way for the collocation of small wireless facilities or the installation, operation, marketing, modification, maintenance, or replacement of poles for collocation.

2.13. **Permitted Uses.** Application of this regulation is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without the express written consent to such use by City and Utility.

2.14. **Electric Power.** To the extent a wireless provider requires electric service for its facilities it shall obtain and be responsible for payment of such power and extension of service pursuant to the applicable standard process for such service. Utility shall bill wireless providers for electric service in accordance with Section 3.6.

2.15. **Furnishing Electricity for Wireless Facilities.** No person shall furnish electricity for use by a small wireless facility or micro wireless facility except Utility or a public utility, as defined by A.C.A. § 23-1-101, that is authorized by law to furnish electricity to the public for compensation.

Article 3. Fees and Charges

3.1. **Payment of Fees and Charges.** As a condition of any permit issued under Article 2, wireless providers shall pay to City and Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this regulation.

3.2. **Payment Period.** Unless otherwise expressly provided, wireless providers shall pay any invoice they receive from City and/or Utility pursuant to this regulation within sixty (60) calendar days of receipt of invoice. If a wireless provider pays any amount under protest or dispute, then such wireless provider shall make full payment consistent with the timeframe prescribed above and shall designate payment as "PAID UNDER PROTEST."

3.2.1. Any charges payable by wireless providers and/or City or Utility hereunder shall be billed by a party within two (2) years from the end of the calendar year in which the charges were incurred; any such charges beyond such period shall not be billed by a party and shall not be payable by the other party.

3.3. **Application Fee.** Wireless providers shall pay a non-refundable application fee for each small wireless facility to be installed in the public right-of-way in the amount stated in Appendix A. The purpose of this fee is to reimburse City and Utility for all administrative, engineering, professional and other costs related to review of the application, except make-ready.

3.3.1 A single application may include multiple small wireless facilities, with or without poles.

3.3.2 The wireless attachment fee shall be subject to adjustment by a vote of the City Council. Any adjustment to the application fees shown on Appendix A will be publicized for thirty (30) days before the effective date.

3.3.3 Failure to include appropriate application fees with permit applications will cause the application(s) to be deemed incomplete. Incomplete application(s) will not be processed until cured.

3.4. **Collocation Rate.** Wireless providers shall annually pay, in advance, an amount equal to the annual wireless collocation rate multiplied by the number of small wireless facilities installed on or within City or Utility poles, as set out in Appendix A. The first-year collocation rate shall be paid prior to the issuance of the associated collocation permit. The wireless collocation fee shall be subject to adjustment by a vote of the City Council. Any adjustment to the collocation fees shown on Appendix A will be publicized for thirty (30) days before the effective date.

3.5. **Right-of-Way Rate.** Wireless providers shall annually pay, in advance, an additional amount equal to the annual right-of-way permit rate multiplied by the number of small wireless facilities installed within the right-of-way, as set out in Appendix A. The first-year right-of-way rate shall be paid prior to the issuance of the associated right-of-way permit. The right-of-way rate shall be subject to adjustment by a vote of the City Council. Any adjustment to the right-of-way rate shown on Appendix A will be publicized for thirty (30) days before the effective date.

3.6. **Power Consumption.** In addition to all other fees, wireless providers shall pay for electric power consumed by their facilities according to the electric rates approved by the City. Utility may determine power consumption by metering one facility and multiplying the result by the total number of facilities or by estimating power consumption based on the electric load sheet submitted with the application; however, all wireless providers will be afforded fair and equal rate treatment.

3.7. **Billing of Collocation and Right-of-Way Rates.** Wireless providers shall be invoiced for the per-pole collocation rates and right-of-way rates annually. These amounts shall be payable in advance for each small wireless facility for which a permit was issued as of October 1 of the prior calendar year. The invoices shall set forth the total number of small wireless facilities of the wireless provider on October 1st of the preceding year.

3.7.1. **Contesting Fee.** Wireless providers shall have sixty (60) days from receipt of invoice to contest the invoice or any quantity or calculation within the invoice.

3.8. **Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any relinquishment or abandonment of a permit granted under this regulation.

3.9. **Late Charges.** If City and/or Utility does not receive payment for any amount owed within sixty (60) calendar days after it becomes due, wireless providers shall pay a late processing charge equal to five percent (5%) of the amount owed. In addition to assessing a late processing charge, if any fees or charges remain unpaid for a period exceeding ninety (90) days: (1) Wireless providers shall be charged interest at the rate of ten percent (10%) per year on the amount owed; (2) City and/or Utility may discontinue the processing of applications for new small wireless facilities and/or poles until such fees or charges are paid; and (3) City and/or Utility may disconnect electric service from wireless provider's small wireless facilities at wireless provider's expense.

3.10. **Make-Ready Charges.** In addition to other fees and charges, wireless providers shall reimburse the City and/or Utility for the actual and documented cost of evaluating, determining, and performing work that must be performed to make City and/or Utility poles ready for the collocation of small wireless facilities, if any.

3.10.1. *Internal costs.* Make-ready charges shall be nondiscriminatory, competitively neutral, and commercially reasonable. Make-ready charges are intended to fully reimburse the City and Utility for all make-ready costs which shall include, but not necessarily be limited to, all design, engineering, administration, supervision, payments, labor, overhead, materials, equipment and applicable transportation used for work on, or in relation to such wireless provider's collocations as set out in this regulation or as requested by such wireless provider in writing, but shall not include any additional revenue for the City or Utility.

3.10.2. *External costs.* Make-ready charges shall include the amount paid to a professional engineer registered in Arkansas to review a wireless provider's plans, if any. Make-ready charges shall not include any contingency-based consultant fees of any kind.

3.10.3. *Advance payment.* City or Utility, in their sole reasonable discretion, will determine the extent to which a wireless provider will be required to pay in advance estimated make-ready charges, in connection with the initial installation or rearrangement of such wireless provider's collocations pursuant to the procedures set forth in Articles 6 and 7 below.

3.10.4. *True-up.* Whenever City or Utility requires advance payment of estimated expenses prior to undertaking an activity on behalf of a wireless provider and the actual cost of the activity exceeds the advance payment of estimated expenses, wireless providers must pay the difference in cost, provided that costs are documented with sufficient detail to enable a wireless provider to verify the charges. To the extent that City's or Utility's actual cost of the activity is less than the estimated cost, the difference in cost shall be refunded to the wireless provider.

3.11. **Determination of Charges.** Wherever this regulation requires a wireless provider to pay for work done or contracted by City or Utility, the charge for such work shall include all reasonable material, labor, engineering, administrative, and applicable overhead costs. City and Utility shall bill their services based upon actual costs, and such costs will be determined in accordance with the cost accounting systems used for recording capital and expense activities. Consistent with Article 19, if a wireless provider was required to perform work and fails to perform such work within the specified timeframe, and City or Utility performs such work, the wireless provider may be charged for actual and documented costs for completing such work.

3.12. **Work Performed by City or Utility.** Wherever this regulation requires City or Utility to perform any make-ready work, City or Utility, at their sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.

3.13. **Charges for Incomplete Work.** In the event that a permit is awarded to a wireless provider and then steps are taken by City and/or Utility to facilitate construction by performing necessary engineering and administrative work and the permit is subsequently relinquished, abandoned or otherwise canceled by the wireless provider, such wireless provider shall reimburse City and/or Utility for all of the actual and documented costs incurred by City and/or Utility through the date of cancellation, including engineering, clerical and administrative and make-ready construction costs, and such additional costs as may be necessary to discontinue work in a clean and orderly fashion.

Article 4. Specifications

4.1. **Installation.** Every small wireless facility, pole and other structures in the right-of-way shall be erected and maintained in accordance with the requirements and specifications found in applicable codes, including the latest revision of the National Electric Code (NEC) and National Electrical Safety Code (NESC), as may be amended from time to time, and in compliance with any construction standards now in effect or that may hereafter be issued by City or Utility (provided such construction standards are not inconsistent with this Regulation and are applied on a non-discriminatory basis) or any rules or orders of a governmental authority having jurisdiction. The location of any small wireless facility may be reasonably re-designated from time to time to accommodate other pole attachments, for reasons of electrical service safety or reliability, with costs allocated in accordance with Article 10.2. Notwithstanding the foregoing, with respect to any small wireless facility that was in compliance with applicable codes, including NESC or Utility construction standards, at the time such small wireless facility was installed but has become noncompliant because of revisions to the NESC or Utility construction standards, wireless providers shall be required to bring their small wireless facilities into compliance with then-current standards only in connection with relocation, pole replacement, or rebuild affecting such attachment or in the event such noncompliance creates an imminent threat to public safety. When maintenance or repair work is needed with respect to noncompliance with applicable codes as set forth in this Section, the actual costs of maintenance, repair, and inspection shall be borne by wireless providers.

4.2. **Limitations on Utility Poles Attachments.** Absent Utility's prior written permission, the following limitations shall apply to small wireless facilities installed on Utility's poles:

4.2.1. *Pole Top Installation.* Small wireless facilities will only be installed below the electric supply space on poles used for electric distribution, in compliance with applicable codes.

4.2.2. *One Wireless Communication Facility Per Pole.* No more than one small wireless facility may be installed on a single Utility pole (a single facility installation consisting of multiple antennas or nodes may be permissible). The purpose of this rule is to accommodate communication technologies that may be disruptive to other collocated communication technologies.

4.2.3. *Poles with Distribution Equipment Installed.* In determining whether a particular pole has sufficient capacity to accommodate a proposed small wireless facility, the Utility shall deny access if existing electric equipment installed on the pole (including without limitation: transformers, capacitors, reclosers, sectionalizers, voltage-regulators, voltage-regulator racks, primary metering, gang operated switches, and any other equipment being used by the Utility) would, in the Utility's reasonable judgment, preclude the attachment of additional facilities.

4.2.4. *Accessible by Bucket Truck.* In order to ensure a clear and safe climbing path for utility linemen, small wireless facilities may only be installed on Utility poles that are less than 50 feet above ground in height and that are accessible from the street by a Utility bucket truck.

4.2.5. **Pedestals.** Absent Utility's approval, no pedestals, vaults, and/or other ground-mounted enclosures shall be placed within six (6) feet of any Utility pole or other Utility facilities. If permission is granted, all such installations shall be per the applicable codes. Further, wireless providers must move any such above-ground enclosures at such wireless provider's expense in order to provide enough space for Utility to set a replacement pole.

4.2.6. **Installations within Certain Distance from Utility Substations.** No permit applications will be approved for the installation of small wireless facilities on Utility poles within three hundred (300) feet of any Utility electric substation's outer fence.

4.3. **Request of a Variance or Waiver.**

4.3.1. *Variance from City requirements.* Requests to vary from any City aesthetic requirements applicable to a new small wireless facility must be made in writing by a wireless provider to the City's Planning Department for submission to the Board of Zoning Adjustments, with notice to Utility, either before or at the time of permit application submission. The request must specifically identify the provision requested to be varied, justification for requesting the granting of the variance, and the proposed solution as a result of the variance. City shall notify the wireless provider in writing within forty-five (45) days of receiving a request for waiver as to whether the request is granted in whole or in part. The request will be considered according to the normal rules and procedures of the Board of Zoning Adjustments.

4.3.2. *Waivers of Utility requirements.* Requests to waive any other City requirement must be made in writing by the wireless provider to the Mayor or the Mayor's designee either before or at the time of permit application submission. Requests to waive any Utility requirement must be made in writing by the wireless provider to the Utility General Manager or the Utility General Manager's designee either before or at the time of permit application submission. The request must specifically identify the applicable code or provision requested to be waived, justification for requesting the granting of the waiver, and the proposed solution as a result of the waiver. City and/or Utility, as appropriate, shall notify the wireless provider in writing within thirty (30) days of receiving a request for a waiver as to whether the request is granted, which may be granted part. Utility will not grant any waiver which in the sole opinion of Utility will result in a violation of the NESC or other applicable federal, state, or local law, regulation, or ordinance.

4.3.3. *Joint City and Utility issues.* Notwithstanding the foregoing, in the event a request for a variance or waiver for a particular small wireless facility requires approval by both City and Utility, City and Utility shall work together to coordinate a joint-response in order not to unreasonably delay or interfere with the wireless provider's permit application process.

4.4. **Maintenance of Facilities.** Wireless providers shall, at their own expense, make and maintain their small wireless facilities and any associated poles in safe condition and good repair, in accordance with all applicable codes. All maintenance work on small wireless facilities shall only be performed by qualified personnel. During the period described in Section 2.2.6, wireless providers shall not be required to update or upgrade its small wireless facilities if they

complied with applicable codes at the time they were made; provided, however, wireless providers shall update or upgrade their small wireless facilities in connection with relocation, pole replacement or rebuild affecting such small wireless facilities or in the event such update or upgrade is required or necessary in order to resolve an imminent threat to public safety.

4.5. **Tagging.** Upon installation, wireless providers shall affix a tag to any pole or structure upon which the wireless provider's small wireless facilities have been installed and to the exterior of any underground or ground-mounted small wireless facility equipment. The tag will be constructed of aluminum, plastic or other material of extended durability. Tags will be installed on any pole or structure to which a small wireless facility has been installed.

4.6. **Interference.** Wireless providers shall not allow their small wireless facilities to impair the ability of City, Utility or any third party to use Utility's poles including telecommunications already on the poles, nor shall any wireless provider allow its small wireless facilities to interfere with the operation of any City facilities, Utility facilities or third-party facilities. Neither City nor Utility will grant after the date of this regulation a permit, license or any other right to any third party, if at the time such third party applies for access to a pole Utility knows or has reason to know that such third party's use may in any way adversely affect or interfere with the wireless provider's existing small wireless facilities, wireless provider's use and operation of its facilities, or wireless provider's ability to comply with the terms and conditions of this regulation.

4.6.1. **RF Responsibility.** Wireless providers are solely responsible for the radio frequency ("RF") emissions emitted by its small wireless facilities and associated equipment, ensuring that the RF exposure from its emissions are within the limits permitted under all applicable rules of the FCC. City and Utility are solely responsible for the RF emissions emitted by their equipment or facilities and ensuring that the RF exposure from its emissions are within the limits permitted under all applicable rules of the FCC.

4.6.2. **Signage.** To the extent required by FCC rules and/or applicable local, state or federal law, wireless providers shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions. The signage will be placed so that it is clearly visible to workers who climb the pole or ascend by mechanical means.

4.6.3. **Duty to Others.** Wireless providers shall be under a duty and obligation in connection with the operation of its facilities to protect against RF interference to the RF signals of City, Utility, all other wireless providers, and any other entities with attachments on poles with the wireless provider. Utility shall be under no obligation to remedy or resolve RF interference among wireless providers or other attaching entities and shall not be liable for any such RF interference among wireless providers or other attaching entities. Utility will, however, endeavor to have all attaching entities coordinate and cooperate with each other relating to the resolution of interference. Notwithstanding the foregoing, in the event City's or Utility's operations create RF interference to wireless providers or other attaching entities, City or Utility shall endeavor to correct such RF interference promptly and shall cooperate with the other parties relating to the correction.

4.7. **Protective Equipment.** Each wireless provider and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities pursuant to FCC and Utility rules and requirements. Each wireless provider shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by Utility's facilities. Every permit issued by the City or Utility pursuant to this regulation shall bear the warning and condition that NEITHER CITY NOR UTILITY SHALL BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES TO SMALL WIRELESS FACILITIES, WIRELESS PROVIDER'S CUSTOMERS' FACILITIES, OR TO ANY OF WIRELESS PROVIDER'S EMPLOYEES, CONTRACTORS, CUSTOMERS, OR OTHER PERSONS, EXCEPT TO THE EXTENT CAUSED BY UTILITY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

4.8. **Safety Briefing.** Wireless providers shall prepare a written "Safety Briefing" suitable for City and Utility employees and contractors who may be required to work near and/or around small wireless facilities. This safety briefing will be submitted as part of each permit application.

4.9. **Signage and Cut-Off Switch.** Each wireless provider shall install a lockable power cut-off switch as directed by City and/or Utility and consistent with applicable codes and Utility specifications for every pole to which the wireless provider has attached facilities that can emit RF energy. Utility will specify instances where these power cut-off facilities and associated equipment need to be pad mounted. The cut-off switch will allow for the power source and any back-up power sources to be disconnected. If required by City and/or Utility, the power source must also be equipped with an external indicator light to provide certainty that the power has been disconnected. Wireless providers shall provide Utility with access to disconnect switch by providing keys or combinations to the locks. Disconnects and meter sockets must be installed according to the Utility's standards. RF caution signs shall be installed according to applicable codes.

4.10. **Cut-Off Procedure.** In ordinary circumstances, City and/or Utility's authorized field personnel will contact the applicable wireless provider's designated point of contact to inform a wireless provider of the need for a temporary power shut down. Upon receipt of the call, the wireless provider will power down its antenna remotely, the power-down will occur during normal business hours and City and/or Utility will endeavor to provide 24 hours' advance notice. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the power-down will be with such advance notice at City's and/or Utility's sole discretion and, if circumstances warrant, employees and contractors of City and/or Utility may accomplish the power-down by operation of the power disconnect switch without advance notice to the wireless provider and shall notify the wireless provider as soon as possible. In all such instances, once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform the other party as soon as possible that power has been restored.

4.11. **Emergency Contact Information.** Each wireless provider shall provide emergency after hours contact information to City and Utility to ensure proper notification in case of an emergency. Information will include 24/7 telephone, cell phone and/or pager information, a list

of duty managers by district and escalation procedures. Wireless providers shall provide Utility with updated emergency contact information on an annual basis and whenever changes are made.

4.12. Violation of Specifications. If a wireless provider's small wireless facilities, or any part of them, are installed, used, or maintained in violation of this regulation, and the wireless provider has not corrected the violation(s) within thirty (30) days from receipt of written notice of the violation(s) from the City or Utility, the provisions of Article 19 shall apply. When City or Utility believes that any violation(s) by a wireless provider poses an imminent threat to the safety of any person, interfere with the performance of City's or Utility's service obligations, or present an imminent threat to the physical integrity of Utility poles or facilities, Utility may perform such work and/or take such action as it deems reasonably necessary without first giving written notice to any wireless provider. As soon as practicable afterward, the wireless provider will be advised of the work performed or the action taken. The wireless provider shall be responsible for all actual and documented costs incurred by City or Utility when acting pursuant to this Article 4.12.

4.13. Removal of Nonfunctional Attachments. At its sole expense, each wireless provider shall remove any of its small wireless facilities, or any part thereof, that becomes nonfunctional and no longer fit for service ("nonfunctional attachment") as provided in this Section 4.13. Except as otherwise provided in this regulation, each wireless provider shall remove nonfunctional attachments within one (1) year of the date that it became nonfunctional, unless the wireless provider receives written notice from City or Utility that removal is necessary to accommodate City's, Utility's or another attaching entity's use of the affected pole(s), in which case the wireless provider shall remove the nonfunctional attachment within ninety (90) days of receiving the notice. After the time designated for removal, Utility may, in its sole discretion, remove and dispose of the nonfunctional attachment and the wireless provider shall be responsible for the costs therefor.

Article 5. Private and Regulatory Compliance

5.1. Necessary Authorizations. Before a wireless provider occupies any of City's or Utility's poles, the wireless provider shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its small wireless facilities on public or private property. City and Utility retain the right to require evidence that appropriate authorization has been obtained before any permit is issued to a wireless provider. A wireless provider's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements from entities other than City, and all necessary licenses and authorizations to provide the services that it provides over its small wireless facilities from entities other than City. Every permit issued by the City and/or Utility pursuant to this regulation shall state, "WIRELESS PROVIDERS SHALL DEFEND, INDEMNIFY, AND REIMBURSE CITY AND UTILITY FOR ALL CLAIMS, DEMANDS, DAMAGES, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, AND ATTORNEY'S FEES, THAT CITY AND/OR UTILITY MAY INCUR AS A RESULT OF CLAIMS BY GOVERNMENTAL BODIES, OWNERS OF PRIVATE PROPERTY, OR OTHER PERSONS THAT A WIRELESS PROVIDER DOES NOT HAVE SUFFICIENT RIGHTS OR AUTHORITY TO OPERATE WIRELESS PROVIDER'S SMALL WIRELESS FACILITIES ON UTILITY'S POLES."

5.2. **Sufficiency of Public Rights-of-Way.** Neither City nor Utility makes any representation or warranty of any nature that its existing or future public rights-of-way, easements or other property rights, private or public, were, are or will be sufficient to permit the attachment, maintenance, replacement, relocation, repair, or modification of attachments on any City or Utility poles.

5.3. **Lawful Purpose and Use.** All small wireless facilities, poles and wireless support structures must always serve a lawful purpose, and the use of such small wireless facilities, poles and wireless support structures must comply with all applicable federal, state and local laws.

5.4. **Forfeiture of City's or Utility's Rights.** No permit granted under this regulation shall extend, or be deemed to extend, to any of City's or Utility's Poles or other City or Utility facilities, to the extent that a wireless provider's attachment would result in a forfeiture of City's or Utility's rights. Any permit that would result in forfeiture of City's or Utility's rights shall be deemed invalid as of the date that City and/or Utility granted it. Further, if any wireless provider's existing small wireless facilities, whether installed pursuant to a valid permit or not, would cause such forfeiture, such wireless provider shall remove its small wireless facility within sixty (60) days of receipt of written notice from City or Utility. If the wireless provider does not remove its small wireless facilities in question within sixty (60) days of receiving written notice from City or Utility, City or Utility may at its option perform such removal at the wireless provider's expense. Notwithstanding the foregoing, wireless providers shall have the right to contest any such forfeiture before any of its rights are terminated.

5.5. **Effect of Consent to Construction/Maintenance.** Consent by City or Utility to the construction or maintenance of any attachments by a wireless provider shall not be deemed consent, authorization, or acknowledgment that the wireless provider has obtained all required authorizations with respect to such attachment.

Article 6. Permit Application Procedures.

6.1. Permit Required.

6.1.1. Before installing any small wireless facility, pole or wireless support structure in a right-of-way, a wireless provider, or an affiliate duly authorized to act on behalf of a wireless provider, shall submit an application to the designated office and receive a permit therefor, with respect to each such small wireless facility, pole or wireless support structure.

6.1.2. Subject to Section 7.7.3, before making any original attachment to any City or Utility pole or facility, a wireless provider or an affiliate duly authorized to act on behalf of a wireless provider, shall submit an application and receive a permit therefor from the City or Utility, with respect to each such City or Utility facility.

6.2. **Professional Engineer.** Unless otherwise waived in writing by City and Utility, as part of the permit application process, and at the wireless provider's sole expense, a qualified and experienced professional engineer, or an employee or contractor of the wireless provider who has been approved by City and Utility, must undertake and complete the engineering design and pole

loading analyses calculations required in completing a permit application, participate in the pre-construction survey, conduct the post-construction inspection, and certify that the wireless provider's small wireless facilities can be and were installed on the identified poles in compliance with the applicable codes and in accordance with the permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems, and unless otherwise waived by City and Utility, such engineer must be licensed in the State of Arkansas. The City and/or Utility may allow a wireless provider's professional engineer, employee or contractor to conduct a post-construction inspection that the City and/or Utility will verify by means that it deems to be reasonable.

6.2.1. Pre-Existing Attachments. Unless updates or upgrades are required by applicable codes, or unless Utility provides notice to the contrary, wireless providers shall not be required to obtain permits for authorized attachment(s) existing as of the effective date of this regulation. Such grandfathered attachments shall, however, be subject to the attachment fees specified in Appendix A. Wireless providers shall provide City and Utility a list of all such pre-existing attachments within six (6) months of the effective date of this regulation but shall be subject to notification requirements.

6.3. Submission of Application. Wireless providers applying for a City right-of-way permit or City collocation permit will submit a completed and signed application to City's designated office, which, unless otherwise agreed by City, shall include all information listed in Sections 6.3.1 through 6.3.10. Wireless providers applying for a Utility collocation permit will submit a completed and signed application to Utility's designated office, which, unless otherwise agreed by Utility, shall include all information listed in Sections 6.3.1 through 6.3.10. Wireless providers shall use the application form provided, which will require applicants to attest to certain requirements in this regulation. The application form from time to time, provided that any such changes are not inconsistent with the terms of this regulation and are applied to all attaching entities on a non-discriminatory basis and reasonable advance written notice is provided to wireless providers of such changes. City's or Utility's acceptance of the submitted design documents does not relieve any wireless provider of full responsibility for any errors and/or omissions in the engineering analysis.

6.3.1 *Identification of the applicant.* Applications will include:

- (A) The true legal name of the applicant;
- (B) The address of the applicant;
- (C) Emergency contact information specified in Section 4.11.

6.3.2 *A map or description of the location of the facilities to be installed.* Applications to install a new pole will specify the proposed location of the new pole with enough detail to allow a plan reviewer to identify the location within three (3) feet of accuracy. Applications to collocate a small wireless facility on an existing pole will include the serial number or other identifier that is affixed to the pole or, if no such identifier can be seen, a photograph of the pole.

6.3.3 *An illustration that shows the final appearance of the facilities after installation.* Applications will include a depiction that represents the final aesthetic appearance of the

facility. A drawing or photograph of a substantially similar installation in a separate location will satisfy this requirement.

6.3.4 *Engineering drawings of the facilities to be installed, including required make-ready work to be performed.* Applications will include engineering drawings of all work to be performed, including make-ready. Drawings submitted will only be made by persons authorized in Section 6.2. Drawings must be sufficiently detailed to allow independent verification that all proposed work and attachments will comply with this regulation and applicable codes.

6.3.5 *Electrical load information.* Applications will include an electrical load sheet that identifies all the equipment to be installed, the corresponding electrical load of each, and the sum of the electrical load of all equipment.

6.3.6 *Pole loading calculations.* Applications will include pole loading analysis using generally accepted industry standard software, such as SPIDA Calc.

6.3.7 *Worker safety information related to small wireless facility information.* Applications will include safety information as provided by the manufacturers of equipment and the wireless provider's safety personnel. Safety information should be organized as a safety briefing as described in Section 4.8.

6.3.8 *Evidence of bonding.* Applications will include evidence of adequate bonding, as required by Article 30.

6.3.9 *Evidence of insurance.* Applications will include evidence of adequate insurance, as required by Article 25.

6.3.10 *Required application fees.* Applications will include fees shown in Appendix A.

6.4. **Incomplete Applications.** If an application is determined to be incomplete, the City and/or Utility will notify the applicant as soon as possible with a written narrative identifying all missing information. Wireless providers are encouraged, but not required, to conduct a pre-application meeting with the City and/or Utility to ensure applications are complete prior to submission.

6.4.1 *Notice within Ten Days.* If the City and/or Utility provides notice to an applicant of an incomplete application within ten (10) days of the date that the application was submitted, all processing deadlines pertaining to the application shall restart at zero (0) on the date the applicant provides the missing information.

6.4.2 *Notice after Ten Days.* If the City and/or Utility provides notice to an applicant of an incomplete application more than ten (10) days after the date that the application was submitted, all processing deadlines pertaining to the application shall be tolled until the date the applicant provides the missing information.

6.4.3 *Batched applications.* When an applicant submits multiple applications simultaneously and some, but not all, are incomplete, those applications that are complete will continue to be processed according to timelines in this Article 6.

6.4.4 *Abandoned applications.* After notice is provided to an applicant that an application is incomplete as described in Sections 6.4.1 or 6.4.2, the applicant will be afforded thirty (30) days to provide missing information without submitting a new application or application fee. If incomplete for more than thirty (30) days, the application will be deemed abandoned and the City and/or Utility will return all forms and information to the applicant. The application fee will not be refunded. The applicant may later resubmit the forms and information as a new application with an appropriate application fee.

6.5 **Review of City ROW Permit Applications.** City right-of-way permit applications will be reviewed in the order received and processed in a timely fashion. Designated City employees will approve applications that fully comply with this regulation as soon as practicable. If approved, the applicant will be notified, and a permit made available for issue under Section 6.9. If a designated City employee determines that one or more parts of an application does not comply with this regulation, the designated City employee, as soon as practicable, provide the applicant a written report identifying each noncompliant provision. The applicant may then:

6.5.1 *Cure the noncompliance.* The applicant may cure the noncompliant provisions in the application within thirty (30) days without paying an additional application fee. If the application remains noncompliant for more than thirty (30) days after notice, the application will be deemed abandoned and the City will return all forms and information to the applicant. The application fee will not be refunded. The applicant may later resubmit the forms and information as a new application with an appropriate application fee. The filing of an appeal under Section 6.5.1.2 or a variance under Section 6.5.1.3 shall toll the time allotted to cure noncompliance until the appeal or variance request is resolved.

6.5.2 *Appeal the determination.* The applicant may appeal the City employee's determination that the application is noncompliant. Appeal will be made in writing to the City's Planning Department for submission to the Board of Zoning Adjustments, with notice to Utility, within thirty (30) days of the date that the applicant received notice that the application was noncompliant. The appeal will be considered during an open hearing according to the normal rules and procedures of the Board of Zoning Adjustment. City shall notify the wireless provider in writing within forty-five (45) days of receiving the request for waiver as to whether the request is granted in whole or in part.

6.5.3 *Variance request.* The applicant may request a variance from one or more of the noncompliant provisions within the application. A variance request must specifically identify the provision requested to be varied, justification for requesting the granting of the variance, and the proposed solution as a result of the variance. A variance will only be granted when necessary to avoid the prohibition of wireless service or otherwise comply with the law. The variance request will be considered during an open hearing according to the normal rules and procedures of the Board of Zoning Adjustment. City

shall notify the applicant in writing within forty-five (45) days of receiving a variance request as to whether the request is granted in whole or in part.

6.5.4 *Simultaneous requests permitted.* An applicant may simultaneously appeal the decision of a City employee while requesting a variance from the requirement that formed the basis of the appeal.

6.6 **Review of Collocation Permit Applications.** Collocation permit applications will be reviewed in the order received and processed in a timely fashion. The review of a collocation permit application will typically be conducted simultaneously with the review of the associated City right-of-way permit. Designated City employees will review applications to collocate small wireless facilities. Designated Utility employees will review applications to collocate small wireless facilities on poles that are owned or managed by Utility. Designated employees will, as soon as practicable, approve applications that fully comply with this regulation and applicable codes. If approved, the applicant will be notified, and a permit made available for issue under Section 6.9. If a designated employee determines that one or more parts of an application does not comply with this regulation, the designated employee will, as soon as practicable, provide the applicant a written report that identifies each noncompliant part of the application. The applicant may cure the noncompliant parts of the application within thirty (30) days without paying an additional application fee. If the application remains noncompliant for more than thirty (30) days after notice, the application will be deemed abandoned and the City and/or Utility, as applicable, will return all forms and information to the applicant. The application fee will not be refunded. The applicant may later resubmit the forms and information as a new application with an appropriate application fee.

6.7 **Review of Proposed Make-Ready.** Except as provided in Section 6.8, each collocation permit application will include an engineering survey and proposed make-ready as described in Section 6.3.4. The designated City or Utility employee reviewing the application will take one of the following actions:

6.7.1 *Approve.* Designated City and/or Utility employees will approve make-ready proposals that comply with applicable codes and industry standards. If approved, the designated City and/or Utility employees will provide the applicant a cost estimate for the City or Utility's portion of the make-ready within sixty (60) days of the date of application, or ninety (90) days when the application includes the installation, modification or replacement of a pole.

6.7.2 *Revise.* Designated City and/or Utility employees may revise the applicant's make-ready proposal to comply with applicable codes and industry standards. No revisions will be made that require more make-ready than is required by applicable codes or industry standards, or to repair pre-existing damage or noncompliance. Any such revisions will be clearly identified on documents provided to the applicant. The designated City and/or Utility employees will provide the applicant a cost estimate for the City or Utility's portion of the make-ready in the revised application.

6.7.3 *Deny.* Designated City and/or Utility employee will not approve proposed make-ready that does not comply with applicable codes and industry standards. If a designated

employee determines that one or more parts of the make-ready proposal do not comply with applicable codes or industry standards, and the designated employee does not elect to revise the make-ready proposal as described in Section 6.7.2, the designated employee will, as soon as practicable, provide the applicant a written denial that identifies each noncompliant part of the make-ready proposal. No denial will be based upon a requirement to repair pre-existing damage or noncompliance. The applicant may cure the noncompliant parts of the proposed make-ready within thirty (30) days without paying an additional application fee. If the application remains noncompliant for more than thirty (30) days after notice, the application will be deemed abandoned and the City will return all forms and information to the applicant. The application fee will not be refunded. The applicant may later resubmit the forms and information as a new application with an appropriate application fee.

6.8 City/Utility Survey and Make-Ready Determination. City and/or Utility may determine in their sole discretion to authorize a wireless provider to apply for a permit without an engineering survey or proposed make-ready. In such case, City and/or Utility or their respective contracted engineer, shall review the application and perform the engineering survey and make-ready design at the cost of the wireless provider.

6.8.1 *Field survey.* A field survey for each attachment requested to determine the adequacy of the pole to accommodate the proposed small wireless facility. City and/or Utility shall assess the wireless provider the actual and documented costs of the survey(s).

6.8.2 *Report.* The City or Utility will, within ninety (90) days of the date of application, either: (i) provide a description of make-ready identified by City or Utility and a good-faith cost estimate for the City's or Utility's portion of that make-ready to be performed at the expense of the wireless provider; or (ii) provide a written explanation as to why the application is being denied, in whole or in part.

6.8.3 *Timeliness.* If City or Utility does not meet the timeframe to complete the survey and make-ready design described in Section 6.8.2, the wireless provider may, at its option, hire a City or Utility approved professional engineer, or use an approved employee of the wireless provider employee or contractor to perform the survey and make-ready design. All such work shall be subject to review and approval in accordance with Section 6.7.

6.8.4 *Acceptance.* Upon receipt of a report described in Section 6.8.2(i), a wireless provider shall have sixty (60) days to accept the estimate of any proposed make-ready work and, if advance payment is required, provide payment in accordance with this regulation and the specifications of the estimate.

6.9 Permit Issuance. Permits for applications that do not include make-ready work shall be issued upon approval, payments of all required fees, and payment of the rates applicable to the first year of use. Permits for applications that include make-ready work shall be issued upon the completion of necessary make-ready work, payment of all required fees, and payment of rates applicable to the first year of use. To evidence the issuance of the permit, City and/or Utility will

sign and return the permit application, which shall serve as authorization for the wireless provider to make its attachment(s). Within thirty (30) days of completing the installation of an Attachment, each Wireless Service Provider shall provide written notice and as-builts, as required to Utility.

6.10 **Processing Deadlines.** Permit applications will be processed within sixty (60) days of the date of application for collocation permits, and ninety (90) days of the date of application for applications that include the installation, modification or replacement of a pole. These deadlines may be extended by agreement with an applicant. If a permit is not processed within the applicable deadline, the applicant may provide a written demand for completion to the City or Utility, as appropriate. Any permit that remains unprocessed for longer than ten (10) demand after such written demand has been received will be deemed approved as submitted.

Article 7. Make-Ready Work/Installation

7.1. **Who May Perform Make-Ready.** Make-ready work on City poles shall only be performed by the City and/or a qualified contractor authorized by City to perform such work. Make-ready work on Utility poles shall only be performed by the Utility and/or a qualified contractor authorized by Utility to perform such work.

7.1.1. *Make-ready by Utility.* Unless otherwise agreed by Utility, only Utility or its contractor will install or replace any Utility poles or poles to be owned or managed by Utility or perform make-ready in the electric supply space.

7.2. **Time Frame for Completion of Make-Ready.** If Utility, or its contractor, is performing make-ready work it will complete the make-ready work within sixty (60) days of receipt of the wireless provider's acceptance of the make-ready estimate and advance payment, if required. Completion time may be extended by agreement between the Utility and the wireless provider. If Utility does not complete the make-ready work within the time allotted, the wireless provider may demand a return of deposited funds and proceed with required make-ready work using authorized and qualified contractors who are approved by the Utility. The Utility shall not unreasonably withhold or delay approval of a contractor to perform required make-ready.

7.3. **Scheduling of Make-Ready Work.** In performing all make-ready work to accommodate a wireless provider's attachments, Utility will endeavor to include such work in its normal work schedule. If a wireless provider requests, and Utility agrees, to perform make-ready work on a priority basis or outside of Utility's normal work hours, the wireless provider will pay any resulting increased actual and documented costs. Nothing in this regulation shall be construed to require Utility to perform a wireless provider's work before other scheduled work or Utility service restoration.

7.4. **Payment for Make-Ready Work.** Upon completion of the make-ready work performed by Utility, Utility shall invoice the wireless provider for Utility's actual and documented cost of such make-ready work. The costs of the work shall be itemized in accordance with Article 3, and if Utility received advance payment, the costs shall be trued up in accordance with Article 3. Each wireless provider shall be responsible for entering into an agreement with other existing attaching entities to reimburse them for any costs that they incur in rearranging or transferring their facilities to accommodate the wireless provider's attachments.

7.5. **Notification of Make-Ready Work.** Before starting make-ready work, Utility shall notify all existing attaching entities of the date and location of the scheduled work and notify them of the need to rearrange and/or transfer their facilities at the wireless provider's cost within the specified time period. To the extent that Utility has the legal authority, it shall rearrange and/or transfer existing facilities of such other attaching entities that have not been moved in a timely manner. The wireless provider shall pay for any such rearrangement or transfer.

7.6.1. *Relocation of attachments by wireless provider.* In instances where a wireless provider is performing make-ready, where an existing attaching entity has not relocated or otherwise undertaken work required to complete make-ready (such as repairing existing attachments not in compliance with applicable codes) within ninety (90) days of notice by Utility or the wireless provider to such other attaching entity, the wireless provider is authorized, to the extent that Utility has such authority, and the legal ability to delegate such authority, to relocate or repair the other attaching entity's attachments on behalf of Utility. The wireless provider shall pay the costs to relocate the other attaching entity's attachments as part of the wireless provider's make-ready.

7.6. **Wireless Provider's Installation/Removal/Maintenance Work.**

7.7.1. *Quality workmanship required.* All of the wireless provider's installation, removal, and maintenance work, by either the wireless provider's employees or authorized contractors, shall be performed at the wireless provider's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of City's or Utility's poles or other facilities or other attaching entity's facilities or equipment. All such work is subject to the insurance requirements of Article 25.

7.7.2. *Qualified workers required.* All of a wireless provider's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Section 4.1. Wireless providers shall assure that any person installing, maintaining, or removing its small wireless facilities is fully qualified and familiar with all applicable codes, and the design specifications established by Utility.

7.7.3. *Authorization not required for maintenance.* Notwithstanding anything to the contrary in this regulation, subsequent to the original installation of a wireless provider's small wireless facilities, the wireless provider may modify or replace the small wireless facilities without obtaining prior written consent of City or Utility so long as such modification or replacement does not substantially: (a) modify the external appearance of the small wireless facility; (b) increase the electric consumption of the small wireless facility; (c) increase the load on the applicable pole beyond the loading, if any, that was established in the approved permit application; or (d) involve placement of equipment outside the area designated in the approved permit application. A wireless provider may request, and City and/or Utility shall timely provide, a determination as to whether a modification or replacement made subsequent to original installation deviates from the original permit sufficiently to require the issuance of a permit.

Article 8. Post-Installation Inspections

8.1. **No Use Before Inspection.** No person shall energize any small wireless facility unless and until the small wireless facility, and any new or modified poles or structures associated with the small wireless facility, has passed post-installation inspection.

8.2. **Timing of Inspection and Delay.** Within five (5) business days after the wireless provider notifies the City and/or Utility that the installation of a new pole, wireless support structure or small wireless facility has been completed, the City, Utility or their contractors shall perform a post-installation inspection to ensure all work was performed in accordance with the permit and applicable codes. If City and/or Utility fail to perform the post-installation inspection within the 5-day period, any affected pole, wireless support structure or small wireless facility may be used as if it had passed the inspection; provided, however, that if City and/or Utility identifies any violation when actually performing the post-installation inspection, the wireless provider shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an emergency in which case the wireless provider shall make all reasonable efforts to correct such violation immediately. A reinspection fee, as shown on Appendix A, will be charged to the wireless provider for each additional inspection of the facility.

8.3. **Violations.** If the post-installation inspection reveals that a wireless provider's facilities have been installed in violation of a permit or applicable code, City and/or Utility will notify the wireless provider in writing and the wireless provider shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an emergency in which case the wireless provider shall make all reasonable efforts to correct such violation immediately. Upon receipt of notice from wireless provider that such violation has been corrected, City and/or Utility shall promptly perform a reinspection of the facility. A reinspection fee, as shown on Appendix A, will be charged to the wireless provider for each additional inspection of the facility.

8.4. **Unresolved Violations.** If a wireless provider's attachments remain out of compliance with applicable codes or approved design after any three (3) subsequent inspections or a period of ninety (90) days, consistent with Article 19 City and/or Utility will provide notice of the continuing violation and the wireless provider will have thirty (30) days from receipt of such notice to correct the violation, otherwise the provisions of Article 19 shall apply.

Article 9. Abandonment of Permit

City or Utility may deem a permit to be abandoned if a wireless provider does not request a post-installation inspection of completed work within one year of the date that the permit was initially issued, unless such time period is extended. A permit may be extended when delay has been caused by a lack of commercial power, communications, transport facilities to the site, or any other factor outside of the wireless provider's control. If a permit is deemed to be abandoned in accordance with this Article, City or Utility may, but shall have no obligation to, use the space allocated for a wireless provider's attachment(s) for its own needs or make the space available to other attaching entities. Fees, rates and charges associated with abandoned permits shall not be refunded.

Article 10. Rearrangements and Transfers on Utility Poles.

10.1 Required Transfers of Wireless Communication Facilities. If Utility reasonably determines that a rearrangement or transfer of a small wireless facility is necessary, including as part of make-ready to accommodate another attaching entity's attachment, Utility will require the wireless provider who owns the small wireless facilities to perform such rearrangement or transfer within ninety (90) days after receiving notice from Utility, or other agreed upon notification. If the wireless provider fails to rearrange or transfer its attachment within ninety (90) days after receiving such notice from Utility, the provisions of Article 19 shall apply, including Utility's right to rearrange or transfer the small wireless facilities ninety (90) days after the wireless provider's receipt of original notification of the need to rearrange or transfer its facilities. The actual and documented costs of such rearrangements or transfers shall be apportioned as specified under Article 10.2. Utility shall not be liable for damage to small wireless facilities except to the extent provided in Article 23. In emergency situations, Utility may rearrange or transfer small wireless facilities as it determines to be necessary in its reasonable judgment. In emergency situations, Utility shall use reasonable efforts to provide such notice as is practical, given the urgency of the situation. If a wireless provider fails to rearrange and/or transfer its small wireless facilities within the prescribed time period, Utility may delegate its authority to rearrange and/or transfer the small wireless facilities to an authorized attaching entity or its authorized contractors. In such case, another attaching entity may rearrange or transfer the small wireless facilities ninety (90) days after the wireless provider's receipt of original notification of the need to rearrange or transfer its facilities.

10.2 Allocation of Costs. The costs for any rearrangement or transfer of any small wireless facilities or the replacement of a pole (including, without limitation, any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or the wireless provider that owns the small wireless facilities and/or other attaching entity on the following basis:

10.2.1. *Replacement for Utility.* If Utility intends to modify or replace a pole solely for its own requirements, it shall be responsible for the Utility's costs related to the modification/replacement of the pole. The wireless provider shall be responsible for costs associated with the rearrangement or transfer of the wireless provider's small wireless facilities. Prior to making any such modification or replacement, Utility shall make reasonable efforts to provide the wireless provider at least ninety (90) days written notification of its intent in order to provide the wireless provider a reasonable opportunity to modify. Should the wireless provider decide to do so, it must seek Utility's written permission in accordance with this regulation. If the wireless provider elects to add to or modify its small wireless facilities, the wireless provider shall pay its fair share of the costs incurred by Utility in making the space on the poles accessible to the wireless provider.

10.2.2. *Replacement for wireless provider.* If the modification or replacement of a pole is necessitated by the requirements of a wireless provider, the wireless provider shall be responsible for all costs caused by the modification or replacement of the pole as well as the costs associated with the transfer or rearrangement of any other attaching entity's

facilities. At the time the wireless provider submits a permit application to Utility, the wireless provider shall submit evidence in writing that it has arranged to reimburse all affected attaching entities for their costs caused by the transfer or rearrangement of their facilities. Utility shall not be obligated in any way to enforce or administer the wireless provider's responsibility for the costs associated with the transfer or rearrangement of another attaching entity's facilities pursuant to this Article.

10.2.3. *Replacement for additional attachment.* If the modification or the replacement of a pole is the result of an additional attachment or the modification of an existing attachment sought by an attaching entity other than Utility or a wireless provider, the attaching entity requesting the additional or modified attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring the wireless provider's small wireless facilities. The wireless provider shall cooperate with such third-party attaching entity to determine the costs of moving the wireless provider's facilities.

10.2.4. *No-Cause Replacement.* If the pole must be modified or replaced for reasons unrelated to the use of the pole by attaching entities or Utility (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and the wireless provider shall pay the costs of rearranging or transferring its small wireless facilities.

Article 11. Pole Replacements

11.1. **Utility/City Not Required to Replace.** Nothing in this regulation shall be construed to require City or Utility to replace its poles for the benefit of a wireless provider.

11.2. **Ownership of Replacement Pole.** In all instances a replaced pole will remain the property of City or Utility, as prior to this regulation.

11.3. **Customized Poles.** Whenever a wireless provider uses a customized pole to install a small wireless facility on or within a streetlight pole, the wireless provider will provide an identical spare of the customized pole at no cost to be kept in reserve and used to facilitate the rapid replacement of the customized pole in case of damage; provided, if the same type of customized pole is used at multiple locations, the wireless provider need only provide one spare.

Article 12. Treatment of Multiple Requests for Same Pole

If Utility receives a permit application for attachment of a small wireless facility from a wireless provider and a wireline attachment application from a third-party attaching entity for the same pole and has not yet completed the permitting of the initial applicant, and accommodating the respective requests would require modification of the pole or replacement of the pole, Utility will make reasonable and good faith efforts to allocate among the wireless provider and such third-party attaching entity the applicable costs associated with such modification or replacement.

Article 13. Equipment Attachments

13.1. **Reimbursement of City and Utility.** Each wireless provider shall compensate City and Utility for the actual and documented cost, including engineering and administrative cost, for rearranging, transferring, and/or relocating Utility's poles to accommodate the wireless provider's attachments.

13.2. **Reimbursement of Third Parties.** Each wireless provider shall reimburse the owner or owners of other facilities attached to City or Utility poles for any actual and documented cost incurred by them for rearranging or transferring such facilities to accommodate the wireless provider's attachments.

Article 14. Authorized Contractors

Wireless providers shall only use authorized, qualified contractors approved by Utility to conduct make-ready work (or any other work), such approval not to be unreasonably withheld, conditioned or delayed.

Article 15. Guys and Anchor Attachments

Utility shall install all guy wires and anchors at the wireless provider's sole cost to sustain any unbalanced loads caused by the wireless provider's attachments. The wireless provider shall bear all costs associated with the Utility's maintenance, replacement, or reinstallation of required guy wires and anchors.

Article 16. Installation of Grounds

When Utility is requested by a wireless provider to install grounds or make connections to Utility's system neutral, the wireless provider shall within sixty (60) days of demand reimburse Utility for the total actual and documented costs including engineering, clerical and administrative cost thereby incurred on initial installation only. All grounds installed by the wireless provider shall be in accordance with Utility's standard grounding practices.

Article 17. Change in Utility Facilities that Forfeits Attachment Accommodations.

17.1. **Notice of Change in City or Utility Facilities that Forfeits Attachment Accommodations.** Prior to changing any City or Utility pole or other facility to which small wireless facilities are attached in such a manner that attachment will no longer be reasonably possible (including without limitation: abandonment, removal, relocation underground, replacement, or reconfiguration), the owner of such small wireless facilities will be provided at least ninety (90) calendar days prior written notice by City or Utility, as appropriate. Provided that, notice may be less than ninety (90) calendar days as a result of the action of a third party and the ninety-day notice period is not practical. If, following the expiration of the notice period, the owner of the small wireless facilities has not yet removed and/or transferred all of its small wireless facilities, City and/or Utility shall have the right, but not the obligation, to remove or transfer the small wireless facilities at the owner's expense and the owner shall be subject to the provisions of Article 19.

17.1.1. *Underground relocation.* If Utility moves any portion of its aerial system underground pursuant to City requirements, wireless providers shall remove their small wireless facilities from any affected poles within the notice period as established in Section 17.1 and must either relocate its affected small wireless facilities (except antennas) underground with Utility or find other means to accommodate its small wireless facilities. If a wireless provider does not remove its small wireless facilities, the Utility shall have the right to remove or transfer the small wireless facilities at the owner's expense. A wireless provider's failure to remove its facilities as required under this Article 17.1 shall subject such wireless provider to the provisions of Article 19.

17.1.2. *Replace/Reconfigure Utility Facilities without Attachment Accommodations.* If Utility replaces or reconfigures any portion of its aerial facilities, Utility will make reasonable efforts to accommodate the existing attachments on the replaced/reconfigured Utility facilities by utilizing all available make-ready procedures subject to allocation of costs described in Section 10.2. If the Utility, at its sole discretion, reasonably determines the attachments cannot be accommodated on the replaced/reconfigured Utility facilities, wireless providers must remove facilities from the affected poles, within the notice period as described in Section 17.1 and must, at their own expense, find other means to accommodate their facilities. When Utility can accommodate some, but not all, of the existing attachments, the Utility will allow reattachment in the order the attachments were originally installed, unless otherwise stipulated in this regulation. If a wireless provider does not remove its attachments within the notice period, Utility shall have the right to remove them at the wireless provider's expense. Failure to remove facilities as required under this Article 17.1.2 shall subject wireless providers to the provisions of Article 19.

Article 18. Inspection

18.1. **General Inspections.** City and Utility reserve the right to make periodic inspections, as conditions may warrant, of all small wireless facilities. Such inspections, or the failure to make such inspections, shall not operate to relieve any wireless provider of any responsibility or obligation or liability assumed under this regulation.

18.2. **Periodic Safety Inspections.** Utility may at its option and expense perform a safety inspection in all or in part of the territory covered by this regulation to identify any safety violations of all attachments and small wireless facilities on Utility poles ("safety inspection"). Wireless providers shall correct any and all safety violations at their own expense per Section 18.3.

18.3. **Corrections.** In the event any small wireless facilities are found to be in violation of applicable codes and such violation poses a potential emergency, the owner of such small wireless facilities must use all reasonable efforts to correct such violation immediately. Should the owner fail or be unable to correct such potential emergency immediately, City or Utility may correct the potential emergency and bill the owner for the actual and documented costs incurred, including overhead. If any small wireless facilities are found to be in violation of the applicable codes and such violations do not pose a potential emergency, City or Utility shall, consistent with Article 19, give notice to the owner of the small wireless facilities, whereupon the owner shall have thirty (30) days from receipt of notice to correct any such violation, or up to ninety (90) days by agreement

with City or Utility. In the event City, Utility or another attaching entity prevents an owner of small wireless facilities from correcting a non-emergency violation, the timeframe for correcting such violation shall be extended one day for each day the owner was so delayed. No wireless provider will be responsible for the costs associated with violations caused by other attaching entities that are not affiliated with them or acting under their direction. In all circumstances, all of the attaching entities on each pole and City or Utility will work together to maximize safety while minimizing the cost of correcting deficiencies, but the entity responsible for the violation will be responsible for the actual and documented cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all transfers or other work incident thereto. If a wireless provider fails to correct a non-emergency violation within the specified time period, including any extensions, the provisions of Article 19 shall apply.

18.3.1. *Violations caused by City and/or Utility.* If any facilities of City and/or Utility are found to be in violation of the applicable codes or permit specifications, and City and/or Utility has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but City and/or Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole; provided, however, that Utility shall not be responsible for a wireless provider's transfer or rearrangement costs.

18.3.2. *Violations caused by attaching entities.* If one or more attaching entity caused the violation, then such attaching entities shall pay the corrective costs incurred by all who have attachments on the pole, including any wireless provider, and Utility will make reasonable effort to cause the attaching entity to make such payment.

18.3.3. *No-Cause violations.* If there exists a violation of applicable codes and it cannot be determined which attaching entity on the pole caused such violation or there is a mixture of the attaching entities causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all attaching entities who may have caused such violation will share equally in such costs.

Article 19. Failure to Rearrange, Transfer or Correct

19.1. **Work performed by City and/or Utility.** Unless otherwise agreed, as part of City's or Utility's written notice of a need for a wireless provider to rearrange, transfer, remove or correct violations, City or Utility will indicate whether it is willing to perform the required work.

19.2. **When City and/or Utility Offers to Perform Work.** If City or Utility indicates in the notice that it is willing to perform the work, the wireless provider shall have thirty (30) days to notify City or Utility in writing of its election to have City or Utility perform the work or that the work will be performed by an entity other than City or Utility.

19.2.1. *City and/or Utility to perform work.* If the wireless provider requests that City or Utility perform the work, the wireless provider shall reimburse City or Utility for the actual and documented cost of such work, including overhead.

19.2.2. *Wireless provider to perform work.* If the wireless provider either fails to respond or indicates that the work will be performed by an entity other than the City or Utility, then until such work is complete and City or Utility receives written notice of the completion of such work, the wireless provider shall be subject to a daily continuing violation fee as specified in Appendix A, per Attachment, per day commencing on the day after expiration of the time period for completion of the work as specified in this regulation.

19.2.3. *Failure to perform work.* Notwithstanding a wireless provider's election under Article 19.2.2 to perform the required work by an entity other than City or Utility, commencing on the thirtieth (30th) day after expiration of the time period for completion of the work as specified in this regulation, City or Utility may perform the required work at the wireless provider's expense, or may delegate such authority to another attaching entity or a qualified contractor and impose all applicable penalties under Appendix A.

19.2.4. *Remedies.* If a wireless provider was required to perform work under this Article 19 and fails to perform such work within the specified timeframe, and City or Utility performs such work, City or Utility may charge the wireless provider its actual and documented costs, including overhead, for completing such work.

19.3. **When City and/or Utility does not Offer to Perform Work.** If City and/or Utility indicates in the notice that it is unwilling or unable to perform the work, then until such work is completed and Utility receives written notice of the completion of such work, the wireless provider shall be subject to a daily penalty as specified in Appendix A, per attachment, per day commencing on the day after expiration of the time period for completion of the work as specified in this regulation.

19.3.1. *Notice of Completion.* Wireless providers shall provide timely written notification to City or Utility upon completion of work necessary to correct a violation or deficiency. All applicable daily penalties and fees will continue to accrue until City's or Utility's receipt of such notice of completion. Notice of completion shall be delivered by the same means as it was received from City or Utility.

Article 20. Physical Inventory

20.1. **Scheduled Inventory.** At intervals of three (3) years or more, City or Utility may inventory all attachments on City or Utility's facilities made by a wireless provider. Such inventory shall be made jointly by all parties and shall be at the cost of the wireless provider, such costs to be actual and documented, unless Utility is also performing an inventory of any other attaching entity with attachments on such poles, and then the actual and documented cost shall be shared proportionately among all such attaching entities based upon the number of attachments.

20.2. **Unscheduled Inventory.** Utility may at any time perform an inventory at its own expense to verify the number of reported attachments. Wireless providers shall pay the costs of such inventory if its unauthorized or unreported attachments exceeds five percent (5%) of the wireless provider's attachments that are authorized and reported.

Article 21. Unauthorized Attachments

21.1. Discovery of Unauthorized Attachments. If the City discovers unauthorized small wireless facilities, poles, or wireless support structures in the public right-of-way, or City or Utility discovers unauthorized attachments placed on its poles or other facilities, the following fees may be assessed, and procedures will be followed:

21.1.1. *Notice.* City or Utility, as appropriate, shall provide specific written notice of each violation and the owner of the unauthorized small wireless facility, pole, wireless support structure, or attachment shall be given thirty (30) days from receipt of notice to contest the determination that the small wireless facility, pole, wireless support structure, or attachment is unauthorized pursuant to Section 2.4.5.7. If the owner cannot be ascertained, the City or Utility will post a notice of violation on the small wireless facility, pole, wireless support structure, or attachment believed to be unauthorized.

21.1.2. *Calculation of back rent.* In addition to all other fines or penalties that may be assessed by a court of law, the owner of an unauthorized small wireless facility, pole, wireless support structure, or attachment shall pay double rent and fees for a period of three (3) years, or since the date of the last inventory of attachments (whichever period is shortest), at the rates in effect during such periods.

21.1.3. *Application required.* The owner of an unauthorized small wireless facility, pole, wireless support structures or attachment shall submit a permit application in accordance with this regulation within thirty (30) days of receipt of the notice described in this Article 21, or such longer time as may be agreed by the City or Utility.

21.1.4. *Failure to submit required application.* In the event a wireless provider fails to submit a permit application within thirty (30) days, or such longer time as mutually agreed to by the parties after an inventory, the provisions of Article 19 shall apply.

21.2. No Ratification of Unauthorized Use. No act or failure to act by City or Utility regarding any unpermitted small wireless facility, pole, wireless support structure, or attachment shall be deemed as ratification or waiver of any requirement under this regulation. Unless the parties agree otherwise, a permit for a previously unauthorized attachment shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this regulation or otherwise, and the wireless provider shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 22. Reporting Requirements.

22.1. Annual report. In addition to the inventory provisions described in Article 20 above, when a wireless provider pays its annual fees, the wireless provider shall also provide the following information to City and Utility:

22.1.1. *Unused and nonfunctional facilities.* Wireless providers will annually report all facilities that have become unused or nonfunctional during the relevant reporting period. The report shall identify the pole on which the unused or nonfunctional attachment is

located, indicate the approximate date the attachment became nonfunctional, and shall provide a schedule for removal, or repair and operation.

22.1.2. *Removed facilities.* Wireless providers will annually report all facilities the wireless provider has removed from poles belonging to City or Utility during the relevant reporting period. The report shall identify the pole from which the equipment was removed and indicate the approximate date of removal. This requirement does not apply where a wireless provider is abandoning or surrendering a permit.

Article 23. Liability and Indemnification

23.1. **Liability.** City and Utility reserve to themselves the right to maintain and operate their poles in the manner that will best enable them to fulfill their service requirements. As a condition of every permit, wireless providers must agree that its use of City's and Utility's facilities is at the sole risk of the wireless provider. Notwithstanding the foregoing, City and Utility shall exercise reasonable precaution to avoid damaging small wireless facilities and shall report to wireless providers the occurrence of any such damage caused by its employees, agents or contractors. Subject to Section 23.5, City and Utility will reimburse wireless providers for all reasonable costs incurred during the physical repair of facilities damaged by the gross negligence or willful misconduct of City and/or Utility.

23.2. **Indemnification.** As a condition of every permit, wireless providers, as well as their agents, contractors, and subcontractors, ("wireless provider indemnitors") shall be required to defend, indemnify, and hold harmless City and Utility and their respective officers, board members, council members, representatives, employees, and agents against any and all claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any workers' compensation laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("covered claims") arising in any way or in connection with the negligence of the wireless provider or their officers, directors, employees, agents, contractors, or subcontractors, except when caused by the sole negligence of City or Utility, or their respective officers, board members, council members, representatives, employees, and agents. Covered claims shall include, but are not limited to, the following:

23.2.1. *Communication-based torts.* Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

23.2.2. *Local compliance.* Cost of work performed by Utility that was necessitated by a wireless provider's failure, or the failure of a wireless provider's officers, directors, employees, agents, contractors, or subcontractors to install, maintain, use, transfer, or remove their small wireless facilities in accordance with the requirements and specifications of this regulation, or from any other work this regulation authorizes Utility to perform on behalf of a wireless provider;

23.2.3. *Harm to persons or property.* Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by a wireless provider, or its agents, contractors, or subcontractors, pursuant to this regulation;

23.2.4. *Regulatory violations.* Liabilities incurred as a result of a wireless provider's violation, or a violation by a wireless provider's officers, directors, employees, agents, contractors, or subcontractors of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.

23.2.5. *Environmental compliance.* Environmental harm arising from or due to the release, threatened release or storage of hazardous substances on, under, or around Utility's poles and facilities or City public rights-of-way attributable to a wireless provider indemnitor.

23.3. Procedure for Indemnification.

23.3.1. *Notice of claim.* City and/or Utility shall give prompt written notice of any claim or threatened claim to the appropriate wireless provider indemnitors, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against City and/or Utility, City and/or Utility shall give the notice to wireless provider indemnitors no later than fifteen (15) calendar days after City and/or Utility receives written notice of the action, suit, or proceeding.

23.3.2. *Failure of notice.* City and/or Utility failure to give the required notice will not relieve any wireless provider indemnitor from its obligation to indemnify City and/or Utility unless, and only to the extent, that a wireless provider indemnitor is materially prejudiced by such failure.

23.3.3. *Assumption of defense.* Wireless provider indemnitors will have the right at any time, by notice to City or Utility to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the indemnified party. City and/or Utility will cooperate in good faith with wireless provider indemnitor. If wireless provider indemnitor assumes control of the defense of any third-party claim, City and/or Utility will have the right to participate in the defense at its own expense.

23.3.4. *Settlement authority.* If wireless provider indemnitor does not assume control or otherwise participate in the defense of any third-party claim, wireless provider indemnitor shall be bound by the results obtained by City and/or Utility with respect to the claim, to include any reasonable settlement of the claim. If wireless provider indemnitor assumes the defense of a third-party claim as described above, then in no event will City and/or Utility admit any liability with respect to, or settle, compromise or discharge, any third-party claim without wireless provider indemnitor's prior written consent.

23.4. **Environmental Hazards.** As a condition of every permit, Wireless Service Providers shall represent and warrant that their use of Utility's Poles and/or Facilities and/or City public rights-of-way will not generate any Hazardous Substances, that it will not store or dispose on or

about City's or Utility's Poles and/or Facilities or transport to City's or Utility's Facilities any hazardous substances and that no Wireless Communication Facilities or Wireless Support Structures will constitute or contain or generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. As a condition of every permit, wireless providers must further represent and warrant that in the event of breakage, leakage, incineration, or other disaster, its small wireless facilities would not release any hazardous substances.

23.5. **Mutual Damage Limitation.** As a condition of every permit, wireless providers shall be required to agree that, notwithstanding any other provision of this regulation, neither any entity receiving a permit or any entity issuing a permit shall be liable to one another for any consequential, incidental, indirect, liquidated, or special damages or lost revenue or lost profits to any person arising out of this regulation, or any permit issued under this regulation, or any performance or nonperformance of any provision of this regulation, even if such entity has been informed of the possibility of such damages.

23.6. **Municipal Liability Limits.** No provision of this regulation is intended, or shall be construed, to be a waiver for any purpose by City or Utility of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this regulation under which a wireless provider indemnitor indemnifies City and/or Utility shall be construed in any way to limit any other indemnification provision contained in this regulation or constitute insurance under state law.

Article 24. Duties, Responsibilities, and Exculpation

24.1. **Duty to Inspect.** As a condition of every permit, wireless providers must acknowledge and agree that City and Utility do not warrant the condition or safety of Utility's facilities and City's public rights-of-way, or the premises surrounding the facilities, and that all wireless providers have an obligation to inspect Utility's poles and surrounding premises, prior to commencing any work on Utility's poles or entering the surrounding premises.

24.2. **Knowledge of Work Conditions.** As a condition of every permit, wireless providers must warrant that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that the wireless provider will undertake and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

24.3. **Duty of Competent Supervision and Performance.** As a condition of every permit authorizing attachment to a distribution pole, wireless providers shall acknowledge that its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other City or Utility facilities, that energy generated, stored, or transported by Utility facilities will not be interrupted except in emergencies, and that wireless service providers have the duty to ensure that their employees, agents, contractors, and subcontractors have the

necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this regulation, or a permit issued thereunder. Wireless providers must furnish or ensure that its employees, agents, contractors, and subcontractors have competent supervision and enough and adequate tools and equipment for the work to be performed in a safe manner. In the rare instance that circumstances necessitate de-energization any part of Utility's equipment, wireless providers must ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

24.4. **Requests to De-energize.** Typically, Utility shall only de-energize its electric facilities in response to emergency situations, and any such de-energizations shall be at Utility's sole discretion. wireless providers shall be responsible for all costs related to any request to de-energize any equipment or lines in accordance with Article 3.11.

24.4.1. *Nonemergency de-energization.* Wireless providers may request nonemergency de-energization with 24 hours' notice. Wireless providers shall be responsible for all costs related to any request to de-energize any equipment or lines in accordance with Article 3.11. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating a wireless provider's request.

24.5. **Interruption of Service.** If a wireless provider causes an interruption of service by damaging or interfering with any equipment of Utility, such wireless provider shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.

24.6. **Duty to Inform.** As a condition of every permit to attach to a Utility Pole, wireless providers shall warrant that they understand the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's poles and other facilities by such wireless provider's employees, agents, contractors, or subcontractors, including the inherent danger in working in close proximity to electric facilities.

Article 25. Insurance

25.1. **Policies Required.** As a condition of every permit, wireless providers shall keep in force and effect all insurance policies as described below:

25.1.1. *Workers' Compensation and Employers' Liability Insurance.* Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Arkansas law at the time of the application of this provision for each accident. Wireless providers shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

25.1.2. *Commercial General Liability Insurance.* Policy on form ISO CGL 00 01 or equivalent will be written to provide coverage for, but not limited to, the following:

premises and operations, products and completed operations (not excluding injury or harms caused by RF emissions), personal injury, blanket contractual liability coverage, broad form property damage, independent contractor's coverage with limits of liability of \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

25.1.3. *Automobile Liability Insurance.* Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability of \$1,000,000 each occurrence, \$1,000,000 aggregate.

25.1.4. *Umbrella Excess Liability Insurance.* Coverage is to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability of \$5,000,000 each occurrence, \$5,000,000 aggregate. Wireless provider may use any combination of primary and excess to meet required total limits.

25.1.5. *Property Insurance.* Wireless providers shall be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.

25.1.6. *Changes in coverage.* Wireless providers shall immediately notify City and Utility of any change in its insurance status that results in coverage less than the limits described in Sections 25.1.1 through 25.1.5.

25.1.7. *Self-insurance by wireless providers with assets over \$500M.* A wireless provider with assets over \$500,000,000 according to an independent audit or report (such as, Dun & Bradstreet) may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this regulation. In the event a wireless provider elects to self-insure one or more obligations under this regulation, the following conditions apply: (i) City and Utility shall promptly and no later than thirty (30) days after notice thereof provide wireless provider with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide wireless provider with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City or Utility shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of wireless provider; and (iii) City and Utility shall fully cooperate with wireless provider in the defense of the claim, demand, lawsuit, or the like. A wireless provider that self-insures shall immediately notify City and Utility of any change in its self-insured status as to any required coverage and of any change in the ability of the wireless provider to cover the risk of loss under this regulation.

25.2. **Qualification; Priority; Contractors' Coverage.** Insurance required by this Article 25 must be provided by an insurer that is eligible to do business under the laws of the state of Arkansas and have an "A minus" or better rating in Best's Guide. Such required insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of a

wireless provider shall carry, in full force and effect, workers' compensation and employers' liability, commercial general liability, and automobile liability insurance coverages of the type that wireless providers are required to obtain under this Article 25 with reasonable and prudent limits.

25.3. **Certificate of Insurance; Other Requirements.** As a condition of every permit, wireless providers will furnish Utility with a certificate of insurance ("certificate"). The certificate shall reference this regulation and workers' compensation and property insurance waivers of subrogation required by this regulation. Utility and City shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of required insurance if not replaced during the term of this regulation. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles or self-insured retentions. Upon request, wireless service providers shall obtain certificates from its agents, contractors, and their subcontractors working hereunder and provide a copy of such certificates to Utility.

25.4. **Limits.** The limits of liability set out in this Article 25 may be increased or decreased by consent, which consent will not be unreasonably withheld by either Utility or any wireless provider, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease a wireless provider's exposure to risk.

25.5. **Prohibited Exclusions.** No policies of insurance required to be obtained by a wireless provider or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this regulation with City or Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to City's or Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by the wireless provider's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

25.6. **Deductible/Self-insurance Retention Amounts.** Wireless providers shall be fully responsible for any deductible or self-insured retention amounts contained in their insurance or for any deficiencies in the amounts of insurance maintained.

Article 26. Assignment

26.1. **Limitations on Assignment.** Wireless providers shall not assign any permits granted under this regulation, nor any part of such permits, without the prior written consent of Utility and City, which consent shall not be unreasonably withheld; provided, however, a wireless provider may assign its rights and obligations to an affiliate without consent upon prior written notice.

26.2. **Obligations of Assignee/Transferee and Permittee.** No assignment or transfer under this Article 26 shall be allowed until the assignee or transferee becomes a signatory to the permit issued under this regulation and assumes all associated obligations arising under this regulation. Wireless providers who seek to assign or transfer a permit shall furnish Utility or City

with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee.

26.3. **Sub-permitting.** Wireless providers shall not sub-permit, sub-license, lease, or otherwise allow any third parties to place attachments on Utility's facilities. Any such action shall constitute a violation of this regulation and any permit held by such wireless provider. The authorized use of small wireless facilities by third parties that involves no additional attachment is not subject to this Article 26.3.

Article 27. Failure to Enforce

Failure of City, Utility or a wireless provider to take action to enforce compliance with any of the terms or conditions of this regulation or to give notice or declare this regulation or any permit granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this regulation, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this regulation.

Article 28. Receivership, Foreclosure or Act of Bankruptcy.

As a condition to every permit, wireless providers shall consent to termination by Utility and/or City of any and every permit one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of the wireless provider whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this regulation granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all violations and deficiencies under this Regulation.

Article 29. Removal of Attachments.

Wireless providers may at any time remove their attachments from any facility of City or Utility, but any such removal must be done with prior written notice and in coordination with Utility to disconnect a power supply. No refund of any fee will be due on account of such removal.

Article 30. Bonds.

30.1. **Purpose and Amount of Bond.** As a condition to permitting, wireless providers shall furnish a performance bond executed by a surety company reasonably acceptable to City and Utility which is duly authorized to do business in the state of Arkansas in the amount of one thousand dollars (\$1,000.00) per small wireless facility the duration of permits issued under this regulation as security for the faithful performance of obligations under this regulation including, without limitation, the removal of abandoned or improperly maintained small wireless facilities, and the payment of rates and fees that are unpaid after more than twelve (12) months.

30.1.1. *Prior notice required.* Neither City nor Utility shall seek payment against a bond until the wireless provider has been afforded reasonable notice of noncompliance and an opportunity to cure.

30.1.2. *Total bond limit.* Neither City nor Utility shall require a wireless provider to maintain total bonds under this regulation in an amount greater than ten thousand (\$10,000) dollars, which may be combined in a single instrument.

30.1.3. *Cash bonds.* Neither City nor Utility shall require a cash bond unless the wireless provider has failed to obtain or maintain a bond, or the bond surety has defaulted or otherwise failed to perform on behalf of a wireless provider.

30.2. **Waiver.** Bond requirements may be waived by the City and/or Utility for a wireless provider that maintains bonding for other operations that would meet or exceed the requirements of this Article 30.

Article 31. Severability.

If any provision or portion thereof of this regulation is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this regulation to either party, such provision shall not render unenforceable this entire regulation. Rather, the parties intend that the remaining provisions shall be administered as if the Regulation did not include the invalid provision.

Article 32 Governing Law

As a condition of each permit, wireless providers shall consent that all actions or proceedings arising directly or indirectly from this regulation shall be commenced and litigated only in the Circuit Court of Pulaski County, Arkansas or the Eastern District of Arkansas federal court with jurisdiction over North Little Rock, Arkansas, and consent to the jurisdiction over the above-listed courts, in all actions or proceeding arising directly or indirectly from this regulation with all disputes based on Arkansas law.

In the event that any legislative, regulatory, judicial, or other action (“new law”) affects the rights or obligations of any party described herein, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of attachments on Utility poles or in the public right-of-way, that differ, in any material respect from the terms of this regulation, then any such party may, upon thirty (30) days’ written notice, petition for the terms of this regulation to be amended to conform to the new law on a going forward basis for all existing and new attachments, unless the new law requires retroactive application.

Article 33. Incorporation of Recitals and Appendices.

The recitals stated above and all appendices to this regulation are incorporated into and constitute part of this regulation.

Article 34. Force Majeure.

If City, Utility, or any wireless provider is prevented or delayed from fulfilling any term or provision of this regulation by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the regulation, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

Article 35. Casualty.

A wireless provider may at any time remove its attachments or small wireless facilities from City and/or Utility poles in the event of a casualty, fire or other harm affecting such City and/or Utility poles ("casualty event"). City or Utility will provide notice to wireless providers of any casualty event as soon as reasonably possible thereafter. In the event of damage by a casualty event to a City or Utility pole or facility that cannot reasonably be expected to be repaired within forty-five (45) days following such casualty event or which City or Utility elects not to repair, or if such casualty event is reasonably expected to disrupt a wireless provider's operations on a City or Utility pole for more than forty-five (45) days, then the wireless provider may, at any time following such casualty or harm; (i) terminate the applicable permit upon fifteen (15) days' written notice to City or Utility; (ii) place a temporary facility, if feasible, at a location equivalent to wireless provider's current use of the City or Utility pole until such time as the pole is fully restored to accommodate the wireless provider's attachment or small wireless facility; or (iii) permit the wireless provider to submit a new application for a permit at an alternate location equivalent to the wireless provider's current use of the City or Utility pole, and City and Utility shall waive the application fee and transfer all remaining rights to the new City or Utility pole so long as such relocation was due to a casualty event not directly caused by the wireless provider. Any such notice of termination shall cause the applicable permit to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable permit. The attachment fees shall abate during the period of repair following such casualty event in proportion to the degree to which wireless provider's use of the City or Utility pole is impaired. The wireless provider will be entitled to collect all insurance proceeds payable to the wireless provider on account thereof and to be reimbursed for any prepaid attachment fees on a pro rata basis.

Article 36. Attachment of Wireline Backhaul Facilities on Utility Poles.

36.1. **Agreement Required.** No communication service provider shall attach a wireline backhaul facility to a City or Utility pole, without authority from the pole owner.

36.2. **Attachments Adjacent to Mid-span Facilities.** After the effective date of this regulation, any communication service provider that attaches wireline backhaul facilities to a

City or Utility pole with facilities or equipment larger than one cubic foot installed on the span of the wireline backhaul facilities shall be subject to the following requirements:

36.2.1. *Permit Required.* Each pole attachment of a wireline backhaul facility that is adjacent to mid-span facilities larger than one cubic foot must be separately permitted. Pole attachment permit applications must include the information described in Sections 6.3.1, 6.3.2, 6.3.4, 6.3.6, 6.3.8, 6.3.9, and 6.3.10, and will be processed under the same procedures and requirements in this regulation applicable to small wireless facilities.

36.2.2. Each pole attachment of a wireline backhaul facility that is adjacent to mid-span facilities larger than one cubic foot shall be subject to the attachment rate shown on Appendix A.

36.3. **Previous Agreements.** The provisions in this Article 36 shall not apply to communication service providers that previously entered an agreement to attach wireline backhaul facilities to City or Utility poles that expressly included the authority to install facilities or equipment larger than one cubic foot in size.

APPENDIX A – FEES

Small wireless facility application fee.....\$ 100.00

This fee applies to each small wireless facility proposed in an application. This fee ensures that the City and Utility recover costs associated with administrative processing and initial post-installation inspection.

New pole, small wireless facility application fee\$ 250.00

This fee applies to each new pole (with small wireless facility) proposed in an application. This fee ensures that the City and Utility recover costs associated with administrative processing and initial post-installation inspection.

ROW Fee.....\$ 30.00/year

This fee applies per year to each small wireless facility installed in the right-of-way. This fee ensures that the City recover costs associated with administering and maintaining the public right-of-way.

Attachment Fee\$ 240.00/year

This fee applies per year to each small wireless facility attached to a City or Utility pole. This fee ensures that the City and Utility recover costs associated with administering and maintaining their Facilities.

Wireline Backhaul Attachment Fee\$ 240.00/year

This fee applies to each pole attachment of a wireline backhaul facility that is adjacent to mid-span facilities larger than one cubic foot. This fee ensures that the City recovers costs associated with greater physical demands on City poles and administration of ROWs.

Reinspection Fee\$ 150.00

This fee applies to each small wireless facility that does not pass an initial inspection and requires re-inspection. This fee ensures that the City and Utility recover costs associated with administering and conducting a reinspection.

Unauthorized Attachment Fee\$ 480.00/year

This fee applies per year to each small wireless facility attached to a City or Utility pole or other structure without proper authority. This fee is in addition to any penalty that may be assigned or adjudicated for violation of a City ordinance. This fee ensures that the City and Utility recover costs associated with locating and remediating unauthorized attachments.

Continuing Violation Fee \$ 10.00/day

This fee applies per day to each small wireless facility attached to a City or Utility Facility in violation of the permit or an applicable code for more than thirty (30) days after notice of the violation. It is in addition to any penalty that may be assigned or adjudicated for violation of a City ordinance. This fee ensures that the City and Utility recover costs associated with locating and remediating specific permit violations.

APPENDIX B – DESIGN STANDARDS

B-1: Distribution Pole Attachment Design

EMPLOYEE TRAVEL AUTHORIZATION FORM

EMPLOYEE NAME			
DEPARTMENT		DEPARTURE DATE	
POSITION TITLE		RETURN DATE	
DESTINATION (city, state/country)	CODE:		

BUSINESS PURPOSE (check one):

- ☐ Audit-Inspection-Licensing;
- ☐ Conference;
- ☐ Construction-Repair-Maintenance;
- ☐ Economic Development;
- ☐ General Expense/Other;
- ☐ Legal-Law Enforcement;
- ☐ Meeting;
- ☐ Training

WHY IS TRAVEL NECESSARY? (Explain)	IS TRAVEL GRANT FUNDED? (Explain)

EXPENSES	PAYMENT METHOD (circle one)	EST. COST
Airfare	Employee Reimb. Dept. Prepaid	
Mileage (personal vehicle)	Employee Reimb. Dept. Prepaid	
Rental Vehicle	Employee Reimb. Dept. Prepaid	
Other Transportation	Employee Reimb. Dept. Prepaid	

EXPENSES	PAYMENT METHOD (circle one)	EST. COST
Lodging	Employee Reimb. Dept. Prepaid	
Meals	Employee Reimb. Dept. Prepaid	
Registration Fee	Employee Reimb. Dept. Prepaid	
Other Expenses	Employee Reimb. Dept. Prepaid	
TOTAL ESTIMATED COSTS		

State Mileage rate: \$0.545 per mile

State Maximum Daily Reimbursable Amount:

Meals & Incidentals \$55.00

Lodging Rate: \$94.00

EMPLOYEE CERTIFICATION	
By signing below, I certify the requested travel is appropriate and necessary for conducting city business, and agree to comply with the City of Osceola's Travel and Expense Reimbursement Policy	
<p>-----</p> <p>Signature</p>	<p>-----</p> <p>Date</p>

DEPARTMENT HEAD (or designee) AUTHORIZATION			
<input type="checkbox"/> APPROVED		<input type="checkbox"/> DISAPPROVED	
PRINTED NAME AND TITLE			
SIGNATURE		DATE	