

# CITY COUNCIL MEETING MONDAY AUGUST 11, 2021 5:00 P.M.

#### **AGENDA**

#### OSCEOLA CITY COUNCIL REGULAR MEETING August 16, 2021 5:00 P.M. 303 HALE AVENUE - COUNCIL CHAMBERS

- 1. PRAYER THEN MEETING CALLED TO ORDER & ROLL CALL by City Clerk Jessica Griffin
- 2. ACTION: MINUTES: July 19th Regular meeting. July 22nd special meeting are not ready yet

#### 3. REPORTS

- a. CENSUS Good news, latest report shows growth in Osceola population since 2019
- b. Chamber of Commerce/Music Tourism meeting was Aug 12th @ 11:00 Linda Warhurst
- c. SHIFT, Main Street, Museum, Vector Disease/Mosquito Control
- d. Department Reports & Financial Report Melissa Brothers
- e. Improvement Task Force met on July 23<sup>rd</sup> & Aug 13<sup>th</sup> See project list in packet
- f. Council Committee Reports.

Police/Fire Committee met on July 21st & Aug 11th, Chair Stan Williams

Finance/Utility meeting met on July 15th, Chair Linda Watson

OPAR did not meet this month, Chair Sandra Brand

Public Works did not meet this month, Chair Gary Cooper

Code Enforcement did not meet this month, Chair Greg Baker

No Planning Commission meeting held

#### 4. UNFINISHED BUSINESS

- a. Resolution: Approve repairs at Fire Station #1 Chief Hill, found in the July 19th minutes
- b. Resolution: Approve changes to Fire Department policy Chief Hill, found in July 19th minutes
- c. Resolution: Approve net metering policy amendments Philip Adcock & Finance Committee
- d. Resolution: Outdoor Parks Grant application Michael Ephlin & OPAR Committee
- e. Approve: Payment for Golf carryall car, bid opened 2/25/21 Michael Ephlin & Budget Meeting
- f. Discussion: Amend budget for a contractor to remove Scout Hut

#### 5. NEW BUSINESS

- a. Resolution: Approve repairs at Police Station Chief Collins & Police/fire Committee
- Resolution: Approve changes to Police Department Personnel Policy Chief Collins & Police/Fire Committee
- c. Resolution: Amend Police Dept residency changes Police/Fire Committee
- d. Discussion: non CDL street sweeper, quote in packet
- e. Amending the district Court budget for the remainder of this year as well as filling the vacancy of the chief district Court clerk's position, no information in packet Judge Dean
- 6. PUBLIC COMMENT: Mr. Donnie Pugh, Concise subject matter-City Concerns By Greg Baker

#### 7. ANNOUNCEMENTS THEN ADJOURNMENT

- 1) Community Improvement Task Force 2<sup>nd</sup> & 4<sup>th</sup> Fridays @ 10:00, Aug 27<sup>th</sup> & Sept 10<sup>th</sup>
- 2) Music Tourism meeting at Chamber 2<sup>nd</sup> Tuesday each month, Sept 14<sup>th</sup> @ 11:00, Chamber
- 3) Upcoming council committee meetings;
  - Wednesday, Sept 8th; Police/Fire @ 3:00, Chair Stan Williams
  - Wednesday, Aug. 18th & Sept 15th; OPAR @ 4:00, Chair Sandra Brand
  - Thursday, Sept 16th; Code Enforcement @ 1:15
  - Thursday, Sept 16<sup>th</sup>; Finance/Utilities, @ 4:00, Chair Linda Watson
  - Friday, Sept 17th; Public Works, @ 9:00, Chair Gary Cooper

NAME	2020 Census results
ittle Rock city	202,591
ayetteville city	93,949
ort Smith city	89,142
Springdale city	84,161
onesboro city	78,576
Rogers city	69,908
North Little Rock city	64,591
Conway city	64,134
Bentonville city	54,164
Pine Bluff city	41,253
Hot Springs city	37,930
Benton city	35,014
Sherwood city Bella Vista city	32,731 30,104
Paragould city	29,537
acksonville city	29,477
exarkana city	29,387
Russellville city	28,940
Cabot city	26,569
West Memphis city	24,520
/an Buren city	23,218
Searcy city	22,937
Bryant city	20,663
Maumelle city	19,251
Centerton city	17,792
I Dorado city	17,756
Siloam Springs city	17,287
lot Springs Village CDP	15,861
Marion city	13,752
Blytheville city	13,406
larrison city	13,069
orrest City city	13,015
Mountain Home city	12,825
Batesville city	11,191
Magnolia city	11,162
Malvern city	10,867
Camden city	10,612
Arkadelphia city	10,380
owell city	9,839
lelena-West Helena cit	9,519
reenwood city	9,516
Clarksville city	9,381
ope city	8,952
Monticello city	8,442
leebe city	8,437
Vynne city	8,314
tuttgart city	8,264
lewport city	8,005
armington city	7,584
rumann city	7,399 7,371
ocahontas city ast End CDP	7,371
rairie Grove city	7,137
fairie Grove City Morrilton city	7,045
sceola city	6,992 6,976
eber Springs city	6,976 6,969
ea Ridge city	6,559
e Queen city	6,105
ard city	6,052
dma city	5,825
20 P. C.	3,023

#### CITY OF OSCEOLA CITY COUNCIL MEETING

#### OSCEOLA, ARKANSAS

#### REGULAR MEETING

July 19, 2021

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 July 19, 2021 at 5:00pm.

Officers present: Sally Wilson, Mayor

Jessica Griffin, City Clerk/Treasurer

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

Cooper

Council Members Absent: Stanley Williams

Others Present: Stacey Travis, Admin Asst.

Mayor Wilson called meeting to order and Jessica Griffin called roll. All Council members were present, with the exception of Stanley Williams who was absent.

Motion was made by Greg Baker and seconded by Gary Cooper to approve June minutes. All Council Members were in favor.

Cliff Chitwood spoke to the Council briefly about the ½ cent sales tax.

The A&P Commission was requesting approval of money for the Back to School event. Motion was made by Gary Cooper and seconded by Greg Baker to approve the \$1,500. Roll was called and all Council members were in favor.

Chamber report was given.

Tim with Vector gave an update.

The financial report was given. (See attached)

### Committee Reports were given by Council Members.

#### MONTHLY REPORTS ARE AS FOLLOWS:

luno 2021	Current Month		Year to Date			Annual	Elapsed	
June 2021	Budget	Actual	Var (+) (-)	Budget	Actual	Var (+) (-)	Budget	50%
Revenue:								
01 - Osceola Light & Power	1,464,882	1,357,091	(107,791)	8,789,294	8,297,019	(492,275)	17,578,588	47%
02 - City General Fund	353,653	444,806	91,153	2,121,917	2,156,426	34,510	4,243,833	51%
03 - Street Fund	45,837	55,528	9,691	275,020	317,282	42,262	550,040	58%
04 - Sanitation Fund	79,838	78,642	(1,196)	479,025	477,441	(1,584)	958,050	50%
Total Funds	1,944,209	1,936,067	(8,142)	11,665,256	11,248,168	(417,087)	23,330,511	48%
Operating Expense:								
01 - Osceola Light & Power	1,269,376	1,359,267	(89,891)	7,616,254	7,535,849	80,405	15,232,508	49%
02 - City General Fund	494,344	432,198	62,146	2,966,066	2,784,693	181,373	5,932,131	47%
03 - Street Fund	81,371	48,356	33,015	488,225	365,679	122,546	976,450	37%
04 - Sanitation Fund	86,183	88,424	(2,241)	517,100	561,865	(44,765)	1,034,200	54%
Total Funds	1,931,274	1,928,245	3,029	11,587,645	11,248,086	339,559	23,175,289	49%
Impact to Surplus:								
01 - Osceola Light & Power	195,507	(2,176)	197,683	1,173,040	761,170	(411,870)	2,346,080	32%
02 - City General Fund	(140,692)	12,608	(153,300)	(844,149)	(628,267)	215,882	(1,688,298)	37%
03 - Street Fund	(35,534)	7,172	(42,706)	(213,205)	(48,397)	164,808	(426,410)	11%
04 - Sanitation Fund	(6,346)	(9,782)	3,436	(38,075)	(84,424)	(46,349)	(76,150)	111%
Total Funds	12,935	7,822	5,113	77,611	82	(77,529)	155,222	

Resolution was introduced and reads as follows:

RESOLUTION NO.	2021-
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A RESOLUTION REPLACING THE ROOF AT OSCEOLA FIRE STATION #1
WHEREAS, the City of Osceola Fire Department's roof at Station #1 needs replacing; and
WHEREAS, the City published competitive bid ad on June 10th, opened bids on June 24th; and
WHEREAS, Jonesboro Roofing's bid is \$89,906 and Quality Roofing bid is \$111,178; and
WHEREAS, both bids are included in the monthly council meeting packet; and
WHEREAS, the Finance Committee recommends that this quote be accepted.
NOW THERFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the Mayor is hereby authorized to accept the lower bid.
PASSED AND APPROVED THIS DAY OF JULY, 2021.
Sally Wilson, Mayor
A'I'TEST:

Jessica Griffin. City Clerk



2900 WEST WASHINGTON SPUR P.O. BOX 9016 JONESBORO, ARKANSAS 72403 Phone: (870) 935-4221 - Fax: (870) 935-7670

Proposal Prepared For: Fire Station 200 N Pecan St. Osceola, AR.			PROPOSAL		
			Date	Estimate #	
Project	Roof Project		6/23/2021	15217	
Work Des	scription	A		Total	
4)Install   5)Install   6)Create   7)Install   8)Mechai   9)Install   10)Flash   11)Install   12)Install   13)Issue   14)Clean   Note: Co We will   1	plywood over R-Panels at a 14 new roof drains (3 on east positive slope to new roof Iso insulation in flues of the nically attach a 1" ISO cover a 60 mil TPO membrane out and over new plywood in new 24 ga Kynar coated a 15 year manufactures was up all work-related debrished.	rerboard over the flute fill in to struct over the coverboard using heat induct on all walls with TPO membrane. steel gutter, downspout and counterflatop, and drip edge. arranty	nal gutter is being roofed over. with tapered insulation. ural purlins. ted welded plates	89,906.00	
			Total	\$89,906.00	
payment of work in the I, or we as work is as be payable Accepted	of social security, withholding tis proposal. This quote is va- gree no extra work shall be po greed upon and a written cont	g, unemployment tax, Workman's compended for 30 days.  erformed, materials furnished, or additionate for said extra work is executed by exceptance of the proposal shall constitute:	e right to 1% interest on all balances due. This pro- nisation, and public liability insurance on all work  as made until cost of labor and material required to contractor and owner and all sums due contractor for and bind the parties hereto:  Jonesboro Roofing Co., I	men performing o do any extra or extra work shall	



#### AIA Document A310

#### **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that Jonesboro Roofing Co., Inc., P. O. Box 9016, Jonesboro, AR 72403

as Principal, hereinafter called the Principal, and RLI Insurance Company

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Osceola, 303 W. Hale Avenue, Osceola, AR 72370

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Repair of the Roof of Fire Station One, 200 N. Carthon Drive, Osceola, AR.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of June, 2021.

Jonesboro Roofing Co., Inc.

(Principal) (Seal)

Scott Moore, President

RLI Insurance Company

(Surety)

(Seal)

Michael A. McDaniel, Attorney-in-Fact

Michael A. McDaniel, Attorney-in-Fact

#### POWER OF ATTORNEY

#### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint: Michael A. McDaniel, Richard H. Whitley, James S. Brown, jointly or severally its true and lawful Agent(s) and Attorney(s) in Fact, with in the City of Memphis State of Tennessee full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all Twenty Five Million bonds and undertakings in an amount not to exceed\_ ( \$25,000,000.00 ) for any single obligation. The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company. RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit: "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile." IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective\_ with its corporate seal affixed this 31st day of Vice President 2021 \_. RLI Insurance Co Contractors Bondie Vice President Barton W. Davis State of Illinois

County of Peoria

On this 31st day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover Not

Notary Public

CATHERINE D. GLOVER .
DIFFICIAL SEAL
RAME PLANE - STATE of SERVISO
My Commission Explain
My Commission Explain
March 24, 2004

#### CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hercunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24 day of 1120 200 200.

RLI Insurance Company Contractors Bonding and Insurance Company

By: Jeffrey Dick

Jenney Dear ick

Corporate Secretary SEAL

4165299020212



Proposal & Contract 9350 State Highway C P.O. Box 610 Senath, MO 63876 P 573.738.2683 F 573.738.2250

Quality Roofing Contractors of Southeast Missouri, Inc. (hereinafter referred to as "QRC") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as the "Work") described herein for:

PROPOSAL SUBMITTED TO: Peter Hill

Name: Osceola Fire Department Street: 200 N Carthon Drive City/State/ZIP: Osceola AR 72570 DATE: 6/1/2021

Job Name: Roof Retro Fit

Street:

City/State/ZIP:

#### **SCOPE OF WORK:**

1. Structural engineer will be required to visit the site and give approvals for all of the following scope.

Remove and dispose of existing coping cap around top of screen wall along with gutters and downspouts.

3. Fill in/cover all existing internal gutters to match roof height.

4. Install plywood over R panels at screen wall and under roof overhang on west side.

- 5. Install at least four new roof drains (3 on the east side and 1 on the west) where internal gutter is being roofed over.
- 6. Create positive slope to new roof drains or remaining gutter locations with tapered insulation.

7. Install ISO insulation in the flutes of existing R panels.

- 8. Mechanically attach a 1" ISO coverboard over flute fill into structural purlins.
- Install a 60 mil TPO membrane over coverboard using heat induction welded plates.
- 10. Flash up and over new plywood on all walls with TPO membrane.
- 11. Install new 24 ga Kynar coated steel gutter, downspouts and counterflashing.
- 12. Install new TPO coated gravel stop, and drip edge.
- 13. Issue a 15 year manufactures material and labor warranty.

Total: \$111,178.00

#### NOTE:

- THIS PROPOSAL IS SOLEY DEPENDENT ON ENGINEER APPROVAL. (Cost is included in this proposal)
- Material market is extremely volatile, price is subject to change.
- QRC will require close access to project area.
- Owner responsible for any electrical or mechanical disconnects.

		Dollars (S			
	current funds. Payment of the Co	perform the Work for Dollars (\$ ontract Price shall be paid as follows:			
A.	This is a confidential Proposal. R not employed by QRC is prohibite	Reproduction, retransmission, or other use of this Proposal ed without express written permission of QRC.	by persons		
B.	Owner is responsible for taxes for	r all work performed in Texas.			
C.	TERMS AND CONDITIONS: T proposal.	The terms and conditions set forth on the reverse side are	a part of thi		
D.	This Proposal is subject to revision or withdrawal by QRC for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by QRC has occurred. Price subject to change if not accepted within 15 days.				
	By: Daniel King	Title: Project Manager			
	IS <b>CONTRACT</b> CONTAINS A BIN THE PARTIES.	NDING ARBITRATION PROVISION WHICH MAY BE	ENFORCEI		
BY AC The	THE PARTIES.  CEPTANCE	roposal and, intending to be legally bound hereby, agrees tha			
AC The sha	THE PARTIES.  CEPTANCE  e undersigned hereby accepts this Prolife  ll be a binding contract and shall con	roposal and, intending to be legally bound hereby, agrees tha			

#### TERMS AND CONDITIONS

- 1. Nature of Work. Quality Roofing Contractors ("QRC") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. QRC does not provide design, engineering or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to QRC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. QRC is not responsible for any loss, darnage or expense due to defects in plans or specifications or building code violations unless such damage is due to deviation by QRC from what is specified. QRC is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which QRC roofing work is installed.
- 2. Deck. Customer warrants that structures on which QRC is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. QRC's commencement of roof installation indicates only that QRC has visually inspected the surface of the roof deck for visible defects. QRC is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design and their effect on the roof. QRC is not responsible to test or assess moisture content of the deck or substrate.
- 3. Owner represents that it is not aware of any hazard or condition in, at or on the building that would endanger the life and safety of Contractor's personnel, that the structure and roof deck of the building is sufficient to support Contractor's personnel and equipment on the roof performing roof removal and replacement operations and they are not presently aware of any areas of deteriorated, rusted, or unattached roof decking that present a safety hazard to Contractor's personnel or individuals and property within the building. If Owner deems it necessary, Owner will retain a structural engineer to evaluate the safety of the structure prior to commencement of re-roofing operations.
- 4. Asbestos and Toxic Materials. This proposal is based on QRC not coming into contact with asbestos-containing or toxic materials ("ACM"). Customer represents and warrants that it has obtained an inspection from a qualified, licensed inspector of the roof and other materials that will be within the scope of QRC's work ("Materials"), and that the Materials do not contain ACM. Customer shall maintain a copy of the inspection and, upon request, provide one to QRC. Customer further represents and warrants that it has filed any required notices with federal, state, or local government agencies related to the work to be performed by QRC, including but not limited with federal or state environmental agencies. QRC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. QRC shall be compensated for any additional expenses resulting from the presence of ACM. Customer shall indemify and hold QRC and its owners, officers, directors, employees, insurers, and contractors harmless from any liability, damages, losses, claims, demands, citations, penaltics, or violations resulting from Customer's failure to comply with all applicable federal, state or local laws or requirements prior to the commencement of QRC's work or as a result of the presence of ACM.
- 5. Payment. All invoices are due within 30 days of invoice date. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within fifteen (15) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to QRC by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per annum. QRC shall be entitled to recover from Customer all costs of collection incurred by QRC, including attorney's fees, resulting from Customer's failure to make proper payment when due. QRC entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing. There will be a \$45.00 charge on all returned checks.
- 6. Right to Stop Work. The failure of Customer to make proper payment to QRC when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle QRC, at its discretion, to suspond all work and shipments, including furnishing warranty, until full payment is made. The time period in which QRC shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid QRC shall be increased by the amount of QRC reasonable costs of shut-down, delay and start-up.
- 7. Insurance. QRC shall carry worker's compensation, auto and commercial general liability insurance. QRC will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and material provided by QRC, covering fire, windstorm, malicious mischief, vandalism and theft to protect against loss or damage including material not yet installed, which shall apply to losses covered under such insurance. Moneys owed to QRC shall not be withheld by reason of any damage or claim against QRC covered by liability or property damage insurance.
- Additional Insured. If Customer requires QRC to name Customer or others as additional insureds on QRC's liability insurance policy, the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured

- to the extent the claim is due to the negligence of QRC and is not intended to make QRC's insurer liable for claims that are due to the fault of the additional insured.
- 9. Interior Protection. Customer acknowledges that re-roofing may cause disturbance, falling of materials attached to the underside of the deck, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. QRC shall not be responsible for disturbance, falling of materials attached to the underside of the deck, damage, clean up or loss to interior property that Customer did not remove or protect prior to start of roofing. Customer shall notify occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold QRC harmless from claims of occupants who were not so notified and did not provide protection.
- 10. Deck Repairs. Any work required to replace rotten or missing wood or deteriorated decking, wood sheathing, insulation or structural members shall be done on a time and material or unit price basis as an extra unless specifically included in the scope of work.
- 11. Damages and Delays. QRC will not be responsible for damage done to QRC work by others, including damage to temporary tie-offs. Any repairing of the same by QRC will be charged as an extra. QRC shall not be liable for liquidated or delay damages due to delays caused by others. QRC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, QRC's time shall be extended for a time sufficient to permit completion of the Work.
- 12. Roof Projections. QRC will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to QRC. Penetrations not shown on the plans provided to QRC prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and QRC shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.
- 13. Material References. QRC is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
- 14. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Due to natural fading and changes in factory color mixing, color matching will be as close as possible but can be noticeably different. Specified quantities are intended to represent an average over the entire roof area.
- 15. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. QRC is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, QRC's bid is based solely on manufacturer's printed test results. QRC itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
- 16. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by QRC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold QRC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
- 17. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of QRC. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing QRC, upon submittal of written documentation and advance notice.
- 18. Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to QRC shall be valid unless previously authorized in writing by QRC and unless written notice is given to QRC within five (5) days of the event, act or omission which is the basis of the backcharge.
- 19. Roof Top Safety. Owner warrants there will be no live power lines on or near the roof servicing the building where QRC will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to QRC employees. Owner will indemnify QRC from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to QRC personnel or resulting from the presence of concealed electrical conduit and live electrical power. QRC is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof

#### TERMS AND CONDITIONS

located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold QRC and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. QRC is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold QRC harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

- 20. Conduit and Materials Attached to Deck. QRC's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the mof deck upon which QRC will be installing the new roof. QRC is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.
- 21. Availability of Site. QRC shall be provided with direct access to the site for the passage of trucks and direct access to the roof. QRC is not responsible for damage to deteriorated or weak paved areas. QRC shall not be required to begin work until underlying areas are ready and acceptable to receive QRC work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by QRC to and from the job as a result of the job not being ready for the Work after QRC has been notified to proceed will be charged as an extra.
- 22.. Warranty. New roofing and re-roofing projects will be warranted by QRC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of QRC's standard warranty is attached or, if not, will be furnished upon request. QRC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against QRC. QRC does not warrant any type of repairs, service or maintenance work. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.
- Existing Conditions. QRC is not responsible for leakage through the existing roof
  or other portions of the building that have not yet been reroofed by QRC.
- 24. Mold. QRC and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to QRC if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, QRC will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. QRC is not responsible for indoor air quality. Owner shall hold harmless and indemnify QRC from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless QRC from claims brought by tenants and third parties arising from mold growth.
- 25. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by QRC. QRC is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
- 26. Dispute Resolution. If a dispute shall arise between QRC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, QRC and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties multually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against QRC alleging any breach of this contract or negligence by QRC must be initiated no later than two (2) years after QRC performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of QRC.
- 27. Force Majeure-Coronavirus. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor and the Contractor will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

After discussion, motion was made by Greg Baker and seconded by Gary Cooper to table the resolution until August. Roll was called and all Council members were in favor, except Linda Watson who voted Nay.

The next resolution was given to the Council to review. This will be put on hold until the August Council meeting.

RESOLUTION NO.	2021-
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# A RESOLUTION TO UPDATE THE CITY OF OSCEOLA FIRE DEPARTMENT POLICY AND PROCEDURES

WHEREAS, the City of Osceola Fire Department and Chief Peter Hill have found that the department's Policy and Procedures need updating; and

WHEREAS, these changes were presented to the Police and Fire Committee during a past committee meeting.

NOW THERFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the Osceola Fire Department Policy and Procedures be amended per the document presented by Chief Hill and dated April 1, 2021.

2021.
ilson, Mayor

Jessica Griffin. City Clerk

## **Policy Book Changes**

Pg. 1	is cover page
Pg. 2	Letter of Welcome same as previous pg. 1
Pg. 3	Purpose same as previous pg. 2
	Policy Issuance -new
Pg. 4	Revoking Previous Rules = new
	Liaison with community – moved from pg. 19
Pg. 5	Organizational Structure – same as previous from pg. 8
Pg. 6	Filling of vacancies – changes to time to be eligible for promo test
Pg. 7	Promotional Testing- changes to scoring of tests
Pg. 8	Employment – new
Pg. 9	Disciplinary Action – new
	Attendance policy – new
Pg. 10	Sick Leave – new
	Training/Meetings-same as previous on pg. 4
Pg. 11	Vacations – new
Pg. 12	Media Relations-moved from previous pg. 16 with changes
Pg. 13	Code of Conduct – new
Pg. 14	Obedience to Orders – new
Pg. 15	Inappropriate Behavior – new
Pg. 16	Intoxication/Drug Use – same as previous pg. 11
Pg. 17	Sexual Harassment – new
	Professional Relations – new
Pg. 18	Social Networking = new
Pg. 19	City Social Media Presence – new
	Violation of Policy – new
	Personal Appearance – Moved from previous pg. 10 with changes
	Vehicles and Equipment – Moved from pages 12 and 17 with changes
Pg. 21	Seat Belt Policy – new
	Lost/Destroyed Equipment – new
Pg. 22	Visitors – Moved from pg. 13 with changes
	Use of tobacco – new
Pg. 23	Daily work schedule – new
	Complaints against employees – new
_	continued from pg. 23
	Training/Travel Requests = new
	Compensation – new
Pg. 27	Incident reports – from previous pg. 14 with changes



# City of Osceola Fire Department

# **Policy and Procedures**

**Chief Peter Hill** 

April 1, 2021

#### LETTER OF WELCOME

The Osceola Fire Department is committed to serving the citizens of Osceola by safeguarding lives and serving as community role models. While the philosophy is not unique to our department, it is one that we whole heartedly embrace.

We welcome individuals into our department and into the fire service. Your commitment and willingness to serve the public will aid you in your future endeavors and will only help continue the proud tradition of the Osceola Fire Department.

It is the policy of the Osceola Fire Department to create and maintain an atmosphere of cooperation, trust and mutual safety. We will not discriminate in any manner toward any employee of the department with regard to any human resource actions including hiring, promotion, demotion, transfers, benefits, wage increase and the like.

All Osceola Fire Department personnel are considered City employees and to this end are subject to adherence of the City's Personnel Policy and Procedures as stated in the City's Personnel Handbook. Additionally, it is required that all Osceola Fire Department personnel adhere to the Policies and Procedures stated in the Osceola Fire Department's Manual.

A strict compliance with the rules and regulations and careful consideration and attendance to the orders of the officers will tend to retain the respect and good opinion of the public which the department now enjoys.

Questions regarding any policy should be addressed with the Fire Chief and/or the Human Resources Director.

Again, we welcome you to the department.

#### PURPOSE OF THE OFD MANUAL

This manual is written and periodically updated by the Fire Chief with direct input from the Mayor and City Council. The purpose is as follows:

- a. To standardize the operation of the department.
- To establish written standards to which employees of the department will be held accountable.
- To improve the professionalism and competency of departmental employees and functions.
- To aid in increasing job efficiency and job knowledge.
- e. To create a better understanding of department policies and procedures.
- f. To provide a permanent continuing record of all policies and procedures used by the Osceola Fire Department on a daily, weekly, monthly, and yearly basis.

The policies contained herein are intended for the general guidance of the employees of the Fire Department and not to cover every specific act of duty.

#### PREFIX

The Standard Operating Policies and Procedures as well as the Rules and Regulations are intended for the general guidance of the officers and members of the Osceola Fire Department, and not intended to cover every specific act of duty. Much must be left to the zeal and discretion of the individual. However, in areas of this document, where shall and will are used it is the intent of this document, that said subject is policy and not left to the discretion of the individual or officer. Efficiency rating as well as the punishments will depend upon the manner in which the officer and members conduct themselves in the performance of their duties. Strict compliance with the Standard Operating Policies and Guidelines and the Rules and Regulations and careful attention to the order of the officers will tend to retain the respect and good will of the public which the Department now enjoys.

#### REVOKING PREVIOUS RULES

From the adaptation of the Standard Operating Policies and Procedures, and Rules and Regulations, all Operating Policies, Guidelines, Rules and Regulations or orders issued or promulgated heretofore, in any manner conflicting with the Policies and Rules and Regulations herein contained, are hereby revoked, repealed and rendered inoperative and of no force.

Violations of any of the Policies, Rules and Regulations, or neglect of any of the duties prescribed herein are considered offenses. Any member found guilty shall, at the discretion of the Fire Chief and/or Mayor and the City Council, be subject to reprimand, suspension, demotion or dismissal from the service or such penalties as may be determined.

Policies, Rules and Regulations governing every case cannot be made in advance, and from time to time, necessary general and special orders will be issued.

All general or special orders that may be issued hereafter relating to the discipline or duties of the members shall be recognized and considered as part of these Rules and Regulations.

#### **Liaison with Community**

It is the policy of the Osceola Fire Department for all employees to establish and maintain a positive working relationship with the citizens of Osceola. This relationship is developed through community training, and community interaction while on duty.

At no time, may an employee of the Osceola Fire Department take advantage of their professional working relationship with any citizen nor use their professional position to obtain confidential Departmental information for citizens. Members of the Department are prohibited from accepting tips or favors for acts performed while on or off duty pertaining to some official responsibility of the Department.

#### ORGANIZATIONAL STRUCTURE

The Mayor of the City of Osceola shall be the executive head of the Fire Department.

The staff of officers shall be composed of the Fire chief, Assistant Chief, 1 (one) Captain and 1 (one) Lieutenant for each active company, that staff may be modified from time to time, to meet the requirements of the rating organization having jurisdiction.

<u>Fire Chief-It shall</u> be the duty of the Fire Chief to administer the policies set out for the proper function and operation of the Fire Department and to collaborate with the Mayor in establishing future policies; and it shall be the further duty of the Fire Chief to enforce all laws, ordinances, and regulations pertaining to Fire defense and improvements and developments of modern fire administration and firefighting techniques. The Fire Chief shall perform whatever other duties that may be attached to his/her office pertaining to generally recognized Fire Department matters. The Fire Chief shall have full and absolute control and authority of all operations of the Fire Department from the time an alarm is received until the emergency has ended. Whenever a conflagration threatens or any other grave emergency arises, and such emergency is of a nature generally recognized as being a Fire Department matter all facilities of the city deems necessary to cope with the situation.

Assistant Fire Chief- It shall be the duty of the Assistant Chief to assist the Fire Chief in all administrative and operational matters of the Fire Department and to perform whatever duties that may be assigned to him/her by the Fire Chief. In the absence of the Fire Chief, the Assistant Chief shall have the same authority herein delegated to the Fire Chief.

<u>Captain</u>- It shall always be the duties of the Captain to direct the operations of their respective companies in an efficient manner. Each Captain will keep themselves well informed as to policies governing the Fire Department and shall consult regularly with the OFD employees under their supervision, and shall satisfy themselves that all employees under them have a complete understanding of the basic fundamentals of firemanship. The Captain shall encourage every employee under his/her supervision to take advantage of all the training helps that are or may be made available to firefighters. The Captain shall promote a program of friendly competition between the employees under his/her supervision and other companies. The Captain shall be responsible for maintaining a state of readiness for quick response of his company to all alarms. They shall have the power to suspend any employee under their jurisdiction for misconduct or neglect of duty. It shall be the duty of each Captain to carry out any order given them by the Fire Chief or Assistant Fire Chief.

<u>Lieutenant</u>- The rank of Lieutenant is next below that of Captain. In the absence of their Captain, when so designated by the Fire Chief, they shall have full authority of their company

and shall be held responsible as commanding officer of such company. They shall make no changes during the absence of the Captain without his/her permission or unless ordered by a superior officer. When a firefighter is detailed as a Lieutenant acting, he/she shall be allowed all the privileges of said officer, and his/her orders must be obeyed as properly as though issued by an officially appointed officer. They shall perform such other duties as may be prescribed by their superior officers.

<u>Instructor</u>- It shall be the duty of the instructor or officer designated as training officer to conduct training programs in accordance with the recommendations of the state fire training service.

<u>Driver/Operator</u>- It shall be the duties of the Drivers to check their apparatus upon reporting for duty, satisfying themselves that fuel, water supply, electrical system and equipment is in working order. The apparatus is always kept in proper condition and they shall thoroughly familiarize themselves as to correct pump operation, fire stream requirements, etc. Upon returning from an alarm each Driver shall check and make ready the apparatus for another alarm as quickly as possible.

<u>Firefighter</u>- Any off-duty Driver will be considered in the role of firefighter on emergency scenes. Fire Fighters are responsible to carry out the assigned tasks or tactics assigned from immediate or higher-ranking supervisors.

#### FILLING OF VACANCIES

#### Fire Chief

The Mayor shall have the power to name the Fire Chief, in accordance with the provisions of the statutes of Arkansas; provided however, that the Fire Chief shall be removable only with cause after a fair and just public hearing.

#### **Assistant Fire Chief**

The Fire Chief shall have the power to name the Assistant Fire Chief from the ranks of Captain.

#### **Captain**

To be eligible for a Captains promotional test, employees must be full-time with a rank of Lieutenant for at least 3 (three) years after the lieutenant probationary period of 1 (one) year prior to the test date, except for an emergency vacancy in the rank of Captain of shift. The test date will be posted 30 days prior to test along with social security number list of those

employees eligible. Employees that are scheduled for duty on the test date, must plan with the Fire Chief 5 (five) workdays prior to test date for rescheduling of work duty. The candidate with the top score will be given first consideration. If there is a tie in the scores the candidate with the most seniority will be chosen. All promotions are subject to 1 (one) year probation. Substandard performance will result in reduction in the rank.

#### Lieutenant

Promotional tests will be given for the position of Lieutenant. Results will be forwarded to the Fire Chief and will be posted by social security number at the fire department. To be eligible for a Lieutenants promotional test, employees must be full-time with the Osceola Fire Dept. for at least 3 (three) years after the probationary period of 1 (one) year prior to the test date. The test date will be posted 30 days prior to test along with social security number list of those employees eligible. Employees that are scheduled for duty on the test date, must plan with the Fire Chief 5 (five) workdays prior to test date for rescheduling of work duty. The candidate with the top score will be given first consideration. If there is a tie in the scores the candidate with the most seniority will be chosen. All promotions are subject to 1 (one) year probation. Substandard performance will result in reduction in the rank. Any person promoted to the rank of Lieutenant shall have 1 (one) year from the date of promotion to receive the Officer 1 certification from the Arkansas Fire Training Academy.

#### PROMOTIONAL TESTING

Promotional tests will be given for the positions of Lieutenant and Captain.

Tests will be scored on the following scale:

70% written test

20% oral test

10% off duty fire call %

10 pts 90%-100%

9 pts 80%-89%

8 pts 70%-79%

7 pts 60%-69%

6 pts 50%-59%

5 pts 40%-49%

4 pts 30%-39%

3 pts 20%-29%

2 pts 10%-19%

1 pt. 1%-9%

A ½ point will be given for every year of fulltime service to the Osceola Fire Dept.

Tests will be prepared by a professional testing facility or possibly made by the OFD and administered by the City of Osceola Human Resources Director. Results will be forwarded to the Fire Chief and will be posted by social security number at the fire department.

#### **EMPLOYMENT**

All persons seeking membership shall file with the Fire Chief, a written application approved by the Fire Chief. Prospective new employees shall be at least 18 years of age, have a high school diploma or GED, and must take a written exam and a physical fitness test. The appointment will be made on a probationary basis for a period of not less than 12 months. At any time during the probationary period the appointee may be terminated from the fire department. In the event of such termination, during the probationary period, the appointed shall have no claim whatsoever for any benefits accorded under any law, ordinance, or regulation, compensation which may have been received, previous to their removal, for attendance at drill and service at fires.

All full-time positions shall be filled from the ranks of the Fire Department; provided however that in the event the terms and conditions attached to any full-time position be not acceptable to any member of the Department, then such position shall be filled in the manner with the provisions set forth in the above.

All Fire Department employees must have passed the Arkansas Fire Training Academy Fire Fighter standards class and First Responder class within one year of employment with the Osceola Fire Dept.

#### DISCIPLINARY ACTION

- Disciplinary action is a tool to allow supervisors to deal effectively with members whose performance or conduct is unacceptable.
- 2. Disciplinary actions are taken to promote the efficiency of department operations. In exercising discipline, the department will give due regard to each member's legal rights and will ensure that disciplinary actions are based on objective considerations without regard to age, color, disability, ethnicity, national origin, political affiliation, race, religion, gender, sexual orientation, or other non-merit factors.
- 3. Disciplinary actions may include, but not necessarily be limited too; verbal warning, written reprimand, suspension, demotion, or termination.
- 4. See applicable section of the City of Osceola Employee Handbook

#### ATTENDANCE/TARDY POLICY

Not arriving to work for scheduled shift or arriving to work late for a scheduled shift is a serious matter. The OFD expects that all employees adhere to their scheduled shifts. All requests for days off, including vacation days, must be requested in advance.

Tardiness is defined as five (5) minutes late for shift.

#### Policy:

Unauthorized absence or tardy (late 5 or more minutes)

1st time- Verbal warning

2<sup>nd</sup> time in 6 months - Written warning

3rd time in 6 months -2nd and final written warning

4th time in 6 months - Termination

A rolling calendar is used for purposes of the absence/tardy policy

#### SICK LEAVE

- 1. Paid sick leave is a benefit granted to members and may be used whenever a member is unable to perform their duties due to illness or injury. Sick leave also may be used when a member has an appointment with a physician, is physically incapacitated, or is required to attend to an ill or injured immediate family member. See Employee Handbook.
- 2. To receive paid sick leave a member must notify their supervisor that they will be absent from work due to illness or injury prior to the beginning of the scheduled shift.
- Any member unable to perform their duties due to illness or injury may be required to provide a doctor's excuse.
- 4. Any member determined to be absent without proper authorization shall be subject to disciplinary action.
- Members must notify their immediate supervisor when unable to report for work, whether sick leave is of a personal or family nature.
- Members of the department, while on sick/injury leave, shall not engage themselves in any type of employment.
- 7. Violation of this provision is grounds for dismissal.
- 8. Supervisors shall monitor the use of sick/injury leave by their subordinates to prevent misuse of this benefit.

#### **Department Training/Meetings**

The Fire Chief will call meetings of instruction and training for the purpose of maintaining a high degree of skill and efficiency in all phases of firefighting and fire prevention. Whenever any employee fails to attend 3 (three) consecutive meetings, that member may be discharged from the fire department.

Meetings will be called to order at the designated time by the presiding officer and roll to be called. Those not answering on first roll call will be called again after roll call is completed. Any employee not present at that time will be counted absent and receive no pay for the meeting. The presiding officer at the meeting will be the only person having authority to excuse anyone from the meeting and excuses will be given only for the following reasons: employee sick, illness in family, necessary to work, or vacation.

It shall be the duty of every employee of the fire department to attend all special drills, training sessions, programs, and demonstrations which may be presented for the purpose of imparting knowledge of firefighting and/or fire prevention. When such drills are held in the immediate vicinity of Osceola it shall be the duty of the staff of officers to encourage employees of the fire department to attend all outside meetings held for the purpose of advancement of the ideals of the fire service. Provided however, that there shall always remain within the city limits, enough employees to cope with any emergency which may reasonably be expected to occur.

Any person or persons instructing at drill or meetings shall have the same authority as the chief officer. If not an officer, they will be extended the same respect as an officer.

It shall be the duty of each, and every employee of the fire department to participate in, and assist in the promotion of, and preparation for any dance, program, tournament, or public function designated for the purpose of raising funds or public education for the collective benefit of the fire department. There will be a vote on the function with a majority rule. When such an undertaking has been approved by a majority vote of the fire department all members will be expected to participate, provided however that no employee shall be required to participate in, or serve when they have a conscientious objection because of their religious belief.

#### **Vacations**

- Members shall consult the applicable section of the City Employee Handbook for specific details of the various types of leave approved by the City.
- 2. Any member determined to be absent without proper authorization shall be subject to disciplinary action.
- No leave shall be taken until approval has been received by member's Captain.
- 4. The Fire Chief shall have the authority to approve or disapprove all forms of leave based on a member's leave balance and the department's minimum staffing needs.
- All vacation days, for shift firefighter's, will be 24 hours.
- Vacations will be selected based on a system decided by the Chief or his designee.
- 7. No member will be allowed to take more vacation time than has been accrued at the time the vacation is to be taken.
- 8. Each member will be responsible for keeping track of the vacation time they have accrued.
- 9. If a member takes more vacation time than they have accrued, their pay will be docked the appropriate amount of time and the member will be subject to disciplinary action.

Time starts the day hired in as a full-time driver.

1 YEAR= 5 DAYS After 1 year, vacation time will start at the beginning of each year.

S YEARS= 6 DAYS 10 YEARS=7 DAYS

12 YEARS=8 DAYS

12 YEARS=8 DAYS

14 YEARS=9 DAYS 16 YEARS=10 DAYS

18 YEARS=11 DAYS

20 YEARS=12 DAYS

22 YEARS=13 DAYS

24 YEARS=14 DAYS

26 YEARS=1S DAYS

28 YEARS=16 DAYS

30 YEARS=17 DAYS

Number of days eligible after the 1st year hired.

JAN. 1 TO MAR. 14 = 5 DAYS

MAR. 15 TO MAY 26 = 4 DAYS

MAY 27 TO AUG. 7 = 3 DAYS

AUG. 8 TO OCT. 19 = 2 DAYS

OCT. 20 TO DEC. 31 = 1 DAY

#### **MEDIA RELATIONS**

- Statements to the media, news releases and media campaigns must be approved by the Fire Chief or other authorized person prior to release, except as provided below.
- The Fire Chief or his designee as Public Information Officer (PIO) is authorized to provide the media with general details concerning an incident and matters pertaining to department public relations.
- 3. All requests from the media for any information should be handled by the person in charge of the shift for that day.
- 4. Information pertaining to the cause and origin of an incident may be released by the Fire Chief or his designee as PIO unless the incident has been turned over to the Police Department and Criminal Investigation Division. In this case only the Fire Chief may release any information.
- 5. Information relating to personnel matters, department policy, department litigation or other sensitive matters shall be released only by the Fire Chief.
- 6. In matters where there are large scale incidents, public information blitzes or other media relations, Only the Fire Chief shall release any information.

#### CODE OF CONDUCT

- 1. As a basic condition of membership, all members have an obligation to conduct their official duties in a manner that serves the public interest, upholds the public's trust, and protects the department's resources. To this end, all members have the responsibility to:
- A. Perform their duties to the very best of their abilities and in a manner that is efficient, is costeffective and meets the needs of the public.
- B. Demonstrate integrity, honesty, and ethical behavior in all department business.
- C. Ensure that personal interests do not come in conflict with official duties and avoid both actual conflicts of interest and the appearance of conflicts of interest when dealing with vendors, customers and other individuals doing business or seeking to do business with the department.
- D. Ensure that all department resources, funds, equipment, vehicles, and other property are used in compliance with city and department policies solely for the department's benefit.
- E. Conduct all dealings with the public, city employees and other organizations in a manner that presents a courteous, professional, and service-oriented image.
- F. Treat the public and other employees fairly and equitably without regard to age, color, disability, ethnicity, national origin, political affiliation, race, religion, gender, sexual orientation, or any other factor unrelated to the department's business.
- G. Avoid any behavior that could fall under the definition of misconduct.
- H. Report for duty at the appointed time and place fully equipped, fit and able to perform assignments.
- 2. Officers and supervisors shall set an example for other members and have a responsibility to ensure that their activities and decisions pertaining to community services, personnel action and the management of public funds are consistent with the city and department policies and practices.

#### **OBEDIENCE TO ORDERS**

- 1. Members shall read and become familiar with the department's Rules and Regulations and Standard Operating Policy's & Guidelines. No plea of ignorance will be accepted as an excuse for any violation.
- 2. Members shall promptly and willingly respond to the lawful orders of superior officers or acting officers. Refusal to obey a lawful order shall constitute insubordination.
- 3. Obvious disrespect for or disruption of a supervisor's order likewise shall be deemed insubordination.
- 3. Members shall abide by Federal and State law, local Ordinances and Resolutions, and Department general orders and rules of conduct. Members shall not be required to obey orders that are illegal or in conflict with the department's Rules and Regulations.
- Members shall not publicly criticize or comment derogatorily to anyone about instructions or orders received from a superior officer.
- Supervisors and acting supervisors shall refrain from exceeding their authority in giving orders. The wrongful or injurious exercise of authority is prohibited.
- 6. Every officer will be held responsible for enforcing the department's Rules and Regulations. If a violation comes to an officer's attention, that officer shall immediately notify the member of the violation and take corrective action. Should an officer fail to report a violation of an order or a violation of the department's Rules and Regulations, that officer shall be equally responsible for the violation.
- 7. Should a member receive an order that conflicts with a previous order, the member shall notify the officer that issued the conflicting order and shall be governed by the officer's subsequent order.
- 8. Any member who is given an order they believe to be unjust, improper or contrary to a general order or rule of the department or a Federal, State or city policy should respectfully decline to obey the order and shall state the reason for doing so. The member shall request that the supervisor of the person issuing the order be contacted for instructions if the person issuing the order does not rescind or alter the original order.

#### **INAPPROPRIATE BEHAVIOR**

- The following activities are prohibited by members while on duty:
  - A. Unlawful behavior, gambling, quarrelsome conduct, lewd or indecent activity.
  - B. Possession of a firearm or other deadly weapon on city property.
  - C. Threats or acts of physical violence against the public, coworkers, other department members or city employees.
  - D. Sexual activity to include the possession or use of printed or audiovisual material that is sexually offensive.
  - E. Abusive behavior, hazing or harassment of coworkers or members of the public. Horseplay, practical jokes, and other disruptive behavior are also prohibited.
  - F. Alteration or modification of vehicles, apparatus, buildings, computers, or items of equipment owned or operated by the department without the Fire Chief's authorization.
  - G. Acceptance or solicitation of gifts, rewards, or fees for services incidental to the performance of one's duty. In addition, no member shall be required to donate to any person or organization as a condition of employment.
  - H. Campaigning for or against any person running for political office.
  - I. Publicly criticizing the official actions or orders of a superior officer. Nor may a member publicly speak disrespectfully of the department or its members.
  - J. Recommending or endorsing specific products, trade names or businesses.
  - K. Conducting personal business or performing any activity for which the member will receive any form of compensation from anyone other than the City of Osceola.
  - L. Permanently parking or storing personal vehicles, trailers, campers, tractors, boats, etc. on department property.
  - M. Employees who drive vehicles with commercial advertising on them should be parked in a designated parking spot.
  - N. Making a false statement, oral or written about one's immediate supervisor, intending to destroy discipline and good order.

- O. Performing any act or making any statement, oral or written about one's co-workers intending to destroy good morale, good order, or good working relationships with coworkers.
- P. Displaying insolence or indifference or evading duty during an emergency or nonemergency incident. Any member found guilty of this offense shall be relieved of duty immediately.
- Q. All members shall devote all their time to the business of the fire department. Parttime businesses cannot be transacted while on duty.
- R. Outside employment of personnel during off-duty hours shall not interfere with their fire department duties.

#### INTOXICATION/DRUG USE

At no time shall an employee of the Osceola Fire Department report for duty under the influence of alcohol or of any drugs, other than as prescribed buy a physician, or over the counter medication as necessary to maintain his/her wellbeing. The use of, distribution of, sale of or personal possession of alcohol or drugs (excluding prescribed medications) are strictly prohibited on city property during working and non-working hours. Individuals in violation of the alcohol and drug policy will be terminated. The City does reserve the right to do random drug testing for all employees of all departments. The City will conduct pre-employment drug tests.

No employee of the Osceola Fire Department shall drink any alcoholic beverage while on duty, nor take any types of drugs other than as prescribed by a physician or over the counter medication as necessary to maintain his/her wellbeing.

Whenever any member of the Osceola Fire Department shall respond to any alarm or attend any drill, and is under the influence of any intoxicating liquor, beer, or drugs, he/she shall immediately report their condition to any officer at the scene and shall abide by any order given them by said officer.

#### SEXUAL HARASSMENT

- Unwanted or unsolicited verbal or physical sexual harassment of members by supervisors or coworkers will not be tolerated. Supervisors shall promptly correct such behavior should it occur.
- If a member informs a supervisor or coworker that his language or behavior is offensive and such conduct continues, the member immediately should report the situation to his supervisor or the supervisor's superior.
- Appropriate disciplinary action shall be taken against a member found guilty of harassing a fellow member.
- All members shall comply with the city's sexual harassment policy as described in the City Employee Handbook.

#### PROFESSIONAL RELATIONS

- 1. Department members shall exhibit courtesy and respect to all officers and acting officers. While on duty, all officers shall be referred to by their appropriate rank.
- Supervisors shall exhibit courtesy and respect to their subordinates and shall treat all members in a fair and impartial manner.
- Members shall treat one another with due courtesy and shall not engage in horseplay or disrespectful conduct while on duty.
- 4. Members are always required to speak the truth, in giving testimony in connection with official orders and with official duties, whether or not under oath.
- 5. Members shall not make false reports concerning department business or personal character or conduct of any member.
- Members shall be courteous and respectful to the public and other city employees and are required to give their names and rank whenever requested by the public.

#### **SOCIAL NETWORKING**

#### **PURPOSE & SCOPE**

The purpose of this policy is not to restrict the flow of useful and appropriate information, but to minimize the risk to the Osceola Fire Department [hereinafter "OFD"] and its employees. The OFD recognizes the growing importance of online social media networks as a communication tool and respects the right of employees to use these mediums during their personal time. In general, employees who participate in social media are free to publish their own personal information without censorship by the OFD. But must understand concerns and issues that arise when information is released that violates privacy concerns or portrays this organization to the public in an illegal or negative manner (intentional or unintentional).

All employees are responsible for maintaining the OFD's positive reputation and presenting the OFD in a manner that safeguards the reputation of its employees and that of the City of Osceola. There are some types of information employees are not permitted to discuss or display online, including information that is confidential or proprietary to the OFD, or to a third party that has disclosed information to it.

The following are examples but not limited to these:

- Members are prohibited from acting as a spokesperson for the OFD or posting comments as a representative of it without permission of the appropriate supervisor or department head.
- Statements that are threatening, intimidating, or disparaging to the OFD, other employees or the public.
- Statements, comments or images referencing illegal drugs, criminal activity, or profanity.
- 4. Statements, comments or images that disparage any race, religion, gender, sexual orientation, disability, or national origin. Also, communications that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.). As well as any behavior not in agreement with the City of Osceola Policy or OFD Rules & Regulations and general policies.
- 5. No information, videos or pictures gathered while on OFD business (this includes emergency calls, meetings, drills, details, or training) may be shared or posted in any format without the approval of a Chief Officer of the OFD.
- 6. Members are prohibited from disseminating or transmitting any photographs or information of individuals receiving emergency medical assistance. Any such transmission may violate State/Federal Laws and/or the HIPPA privacy rights of such individuals and may result in a criminal and/or civil proceeding being commenced against members and employees violating this provision of the policy.

Nothing in this section shall be interpreted or applied as limiting an employee's right to engage in protected concerted activity as provided by the National Labor Relations Act.

#### II. THE CITY SOCIAL MEDIA PRESENCE

The City maintains a presence on social media sites that are deemed appropriate for informing the public. Employees are encouraged to participate on these pages while representing themselves personally, following the guidelines above.

Employees will be subject to discipline for any social media posting that the City determines is detrimental to it. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary to the OFD, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media. Further, employees may be liable for monetary damages for such disclosure.

### III. VIOLATION OF POLICY

The nature of any social media posting and degree of harm to the OFD will be factors in determining whether discipline will be imposed and the severity of any such discipline, up to and including termination of employment.

#### PERSONAL APPEARANCE

- 1. This rule applies to all members while officially on duty or representing the department at a public meeting, training session, seminar, conference, or other similar event.
- Members shall maintain proper personal hygiene while on duty.
- 3. Uniforms and shoes shall be neat and shall conform to the requirements set forth by the Osceola Fire Department.
- 4. At no time while in uniform shall a member wear jewelry, pins, ribbons, buttons or an article of clothing that constitutes an advertisement; religious, political, or social viewpoint or message that is offensive to anyone on the basis of age, color, disability, ethnicity, national origin, race, religion, political affiliation, gender, or sexual orientation.
- 5. Hair shall be kept neat and well-groomed, shall not constitute a safety hazard, and at no time shall interfere with the use of protective clothing or equipment.
- 6. Beards and goatees are prohibited. Neatly trimmed sideburns and mustaches are permitted provided they do not interfere with protective clothing or equipment.
- 7. Members shall limit their use of jewelry to a wristwatch, a wedding ring, these items shall not interfere with the proper use of protective clothing and equipment.
- 8. Members are prohibited from wearing earrings, ear studs, nose jewelry or other items that draw attention to the wearer.
- 9. Tattoos that are deemed inappropriate due to explicit content i.e., (profanity, sexual, racial, etc.) shall be covered and non-visible when on duty.

### **VEHICLES AND EQUIPMENT**

- 1. General requirements
- A. Vehicles and equipment shall be maintained in a constant state of readiness and availability for complete and immediate use.
- B. Members shall be responsible for the use and care of vehicles and equipment assigned to them or entrusted to their care.
- C. Members shall immediately report any loss, damage, or malfunction of apparatus or equipment to the member's supervisor.
- D. Members shall return vehicles and equipment issued to them or entrusted to their care immediately upon separation from service.
- E. A member required to drive a vehicle owned or operated by the City of Osceola shall possess an appropriate and valid driver's license.
- F. Members shall drive in a safe and prudent manner and obey all applicable federal, state, and local traffic regulations when driving or operating a vehicle owned by the City of Osceola.
- G. Members shall properly wear safety restraint devices whenever driving, riding, or operating in or from a vehicle owned by the City of Osceola.
- H. Members driving city owned vehicles and/or personal vehicles to the emergency scene shall drive with due regard and never exceed a speed which is safe, reasonable, and proper for existing road conditions.
- I. When backing fire apparatus, a member shall serve as a guide to assist the driver and insure a safe backing operation.
- J. Members driving emergency vehicles shall use extreme caution when approaching street intersections and on approach to the emergency scene.
- 2. Departmental emergency response vehicles:
- A. Vehicles owned and operated by the City of Osceola shall be used for city business only. City business means any authorized work or activity performed by a member on behalf of the city.
- B. An officer may authorize brief stops while their company is within its district performing an authorized activity. The company must always maintain radio contact and remain available for calls.

### 3. Injuries and property damage

A. An accident or collision involving damage to a vehicle or property, or injury to any person, shall be reported immediately to the law enforcement agency having jurisdiction and the member's supervisor.

#### VEHICLE SEAT BELT POLICY

All occupants of an Osceola Fire Department vehicle must utilize the seatbelt restraints, if provided, while vehicle is in motion on any street, road, or highway. This policy is to protect you from undue harm should you become involved in an accident, also it is to conform to state law. Deviation from the policy will be considered as "misconduct".

### LOST/DESTROYED EQUIPMENT

### 1. Reporting procedure

A. On discovery that a piece of equipment has been lost, damaged, or destroyed, an employee shall notify their immediate supervisor and write a statement as to what happened.

#### 2. Responsibilities

A. It is the responsibility of each member to maintain all equipment, apparatus, clothing, and protective equipment issued or assigned to them. Apparatus and equipment, station, and personal equipment shall be inspected at the start of each shift and after each incident during the process of returning to service.

B. Members shall not loan any fire department tools or equipment without the approval of a chief officer.

#### 3. Accountability

A. The deliberate or willful misuse, theft, damage, or destruction of any tool, equipment, or other device owned by the department or other agency or private individual will result in the appropriate disciplinary action as prescribed in the City employee Handbook.

B. The individual(s) responsible for the loss or destruction may be required to reimburse the department for the costs to repair or replace the equipment.

#### VISITORS AT STATIONS

- Members are permitted to have visitors at the stations between the hours of 9:00 a.m. and 9:00 p.m.
- 2. Visitors are not permitted to enter a station dormitory or locker room.
- Visitors are not permitted to enter a workshop area or apparatus bay unless properly escorted by a department member.
- 4. When escorting visitors in an apparatus bay, members shall not allow children to play on, around, or with emergency apparatus or equipment without careful and close supervision.
- 5. Visitors shall not be allowed to disrupt any training or work activities within the station.
- Visitors are expected to abide by department rules and regulations while at the station or other work sites.
- Minors shall always remain under the supervision and control of an adult.

#### USE OF TOBACCO PRODUCTS

- Buildings and structures owned by the City of Osceola have been designated as tobacco-free workplaces. The use of tobacco products is not permitted inside a building or structure owned by the city.
- 2. The use of tobacco products is prohibited by members while riding, driving, or operating any vehicle owned by the City of Osceola.
- While tobacco products may be used outside buildings and structures in smoking areas designated by the Fire Chief, members shall properly dispose of any smoking or chewing remains or waste.
- 4. Members using smokeless tobacco products shall refrain from spitting on sidewalks, parking lots and other paved surfaces, on non-paved surfaces used by other members and in water fountains.

#### DAILY WORK SCHEDULE

- 1. The daily work schedule is a guide for minimum routine cleaning activities for the day. This schedule is not intended to be all inclusive or the only activities to be done. The tasks on the daily work schedule shall be performed every shift as incident volume and weather permits.
- The station captain shall be responsible for ensuring that all assigned tasks are completed each shift.

### COMPLAINTS AGAINST EMPLOYEES

#### 1. Scope

A. This standard establishes guidelines for the receipt, investigations, and resolution of complaints received by the department concerning the professional or personal conduct, behavior, action, or inaction of one or more members and those complaints that concern the department as a whole. This standard is to ensure that a thorough investigation be conducted for every complaint received by the department.

- 2. General
- A. Complaints that arise from the daily conduct of business fall into two major categories:
- a. Complaints against the department as a whole
- b. Complaints against one or more members of the department
- B. Complaints generally allege a violation of a department rule, policy, procedure, or general order. A complaint may also allege that there is a violation of a Federal, State, or Local Statute or Ordinance.
- C. The department will hear all complaints against its members that have been initiated by any person who is found to have standing for such a complaint. Persons other than those who are affected by the actions of a member shall have no standing for a complaint, apart from cases involving juveniles. In such case the parent or legal guardian shall be required to file the written complaint.
- 3 Complaint procedure
- A. Complaints shall be filed in writing and signed by the person or persons making the complaint.

- B. Complaints may be accepted by any on-duty supervisor. The supervisor receiving the complaint shall conduct an initial investigation to obtain as much information as possible and then forward the complaint directly to the Fire Chief.
- C. If the complainant does not want to file a written complaint, they may still voice their complaints to a supervisor. The supervisor shall record the information and forward an account of the complaint to his/her superior.
- D. On receipt of an oral or written complaint, the Fire Chief shall investigate of the complaint and forward the findings to the Human Resource Department.
- E. A copy of the written complaint shall be given to the accused member, at that time the member is requested to make a written reply to the allegations.
- F. When the act described in the complaint is a crime, the circumstances will immediately be explained to the Fire Chief and the Police Department will be notified.
- 4. Resolution of the complaint
- A. On conclusion of an investigation, the complaint will be classified as one of the following:
- a. Unfounded: Allegations are proved false or not enough evidence to support the allegations.
- Exonerated: Incident cited did occur, but the actions were lawful or followed proper procedures.
- c. Not Sustained: There is insufficient evidence either to prove or disprove the allegations
- d. Sustained: The allegations are supported by sufficient evidence and the complaint will be upheld.
- 5. Resulting action
- A. When an investigation results in a determination of unfounded, exonerated, or not sustained, the Fire Chief will notify the accused member that no further action will be taken against them. The member shall return to duty. If they had been placed on unpaid leave, they shall be fully compensated for all lost wages and benefits.
- B. When an investigation results in a determination of sustained, the appropriate action will be taken in accordance with the department's disciplinary policy.
- 6. Format

- A. The supervisor who accepts the original complaint or conducts the initial investigation shall make the report as complete as possible prior to submitting the complaint to the Fire Chief.
- B. The following format shall be used for conducting investigations.
- a. Record the facts surrounding the incident. What took place, when, where, how and who was involved.
- b. State the allegations in detail. What does the complainant allege and against whom?
- c. Record the process used to investigate the complaint. What did you do as the investigator? What did you learn by talking to all the parties and witnesses?
- d. Record all findings and conclusions reached. What did your investigation reveal based on the facts extracted from the evidence?

#### 7. Exceptions

- A. A complaint shall be referred to the Assistant Fire Chief or Fire Chief in those cases where the complainant prefers speaking only to those entities.
- B. Internal investigations may also be conducted concerning a member's conduct whenever the Fire Chief or Assistant Fire Chief has reason to believe doing so is warranted.
- C. The Fire Chief shall determine what disciplinary action should be taken pending the outcome of the investigation.

### TRAINING/TRAVEL REQUESTS

#### 1. Scope

This standard outlines the process that must be followed when a member wishes to be compensated for attending a seminar or training session that is out of town. It was designed to enable members to attend classes and seminars conducted by outside agencies and organizations.

#### 2. Procedure

A. If a member wishes to obtain approval to travel on behalf of the department or attend a training class or seminar, the member must obtain approval from their shift supervisor.

- B. If the request from a member is approved by the shift supervisor, the request must then be forwarded to the Training Officer to make sure the member meets any prerequisites needed for the training/class.
- C. The request is then forwarded on to the Fire Chief for a final approval to attend the training/class.
- D. If a request is disapproved the reason for disapproval will be recorded and the member making the request will be notified of the denial of request.

### COMPENSATION/REIMBURSEMENT FOR TRAVEL

1. Scope

A. This standard establishes guidelines for reimbursement and compensation of members who are required to travel or attend meetings, training sessions, or seminars out of town on behalf of the department. It is to ensure that the department's compensation and reimbursement procedures follow the Fair Labor Standards Act and the applicable district policies and procedures and all policies from the City's Employee Handbook.

- 2. Criteria for reimbursement of expenses
- A. To be reimbursed for expenses incurred while traveling or attending training sessions out of town on behalf of the department, personnel must:
- a. Obtain the Fire Chief's, approval prior to travel or training.
- Submit an itemized expense report with receipts and proper documentation.
- B. The department will normally cover the following expenses:
- Tuition or registration and course materials.
- b. Accommodations at an approved motel or hotel.
- c. Parking based on receipts and actual expenses.
- d. Per meal allowance for meals as per city travel policy in City Employee Handbook.
- e. The department will furnish a vehicle whenever possible. Members using their own personal vehicles will be reimbursed according to the City's policy.
- f. The department will not reimburse any expenses incurred for alcohol or entertainment.

g. The department will not reimburse any expenses incurred by a member's spouse or other family member.

#### INCIDENT REPORTS

- 1. Scope
- A. This standard establishes requirements for the preparation of reports for incidents to which the department responds.
- B. Creates a permanent record of each incident to which the department responds.
- C. Develops a database for the analysis of the community's demand for fire protection services.
- D. Provides uniform data to the State Fire Marshal and the Arkansas Fire Academy concerning the department's response activities.
- 2. Completing the report
- A. Basic Incident Report shall be completed for each incident to which the department is dispatched.
- B. The report shall be accurate and thorough containing sufficient information to allow the reader to re-create an accurate portrayal of the facts and events surrounding a given incident.
- C. The dispatcher shall assign a chronological number for each incident and the member filing the report shall insure that the appropriate incident number is on the Basic Incident Report.
- D. A narrative shall be written for each incident.
- 3. Responsibilities
- A. The officer of the first arriving apparatus shall be responsible for the Basic Incident Report and any other reports that may be required for the event.
- B. The shift supervisor shall be responsible for the reviewing process of the Incident Report.
- C. Reports shall be entered as soon as the apparatus is fully back in service, and before the individual goes off duty.
- D. It is the responsibility of the shift supervisor to make sure that all incident reports are entered in the National Fire Incident Reporting System (NFIRS) once per week.

The next resolution was introduced and reads as follows:

## A RESOLUTION REPLACING THE INDUSTRIAL SEWER LINE ALONG OHLENDORF ROAD

WHEREAS, the City of Osceola Sewer Department has discovered that 525 linear feet of sewer main along Ohlendorf Road between Keiser Ave and Osceola Recycling entrance has corroded from hydrogen sulfide, wastewater gases over the years; and

WHEREAS, this 12-inch concrete sewer line is at risk of collapse and will cause loss of service to part of the City's industrial park, and therefore needs replacement; and

WHEREAS, the City published competitive bid ad on June 24th, and opened bids on July 8th; and

WHEREAS, Jowers General Contracting, Inc submitted the only quote; and

WHEREAS, this bid for \$24,250 is included in the monthly council meeting packet; and

WHEREAS, the Finance Committee recommends that this quote be accepted.

Jessica Griffin. City Clerk

NOW THERFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the Mayor is hereby authorized to accept this bid for up to \$24,250.

PASSED AND APPROVED THIS	DAY OF JULY, 2021.	
		<u> </u>
	Sally Wilson, Mayor	
A'I'TEST:		

Point repair three areas on 12° sewer main along Ohlendorf Rd.

Work to include mobilization, 12° SDR-26 pvc, Fernco couplings, gravel for bedding, labor, and equipment to complete work.

Price for each point repair. \$5,150

Replace approximately 525 If of 12" sewer main along Ohlenderorf Rd.

Work to include mobilization, 12"SDR 26 pvc, reconnection to existing manholes, gravel for bedding, 45 If of asphalt repair, labor and equipment to complete work.

Price for 525 If sewer replacement \$24,250

No sewer bypass included

Scott Jowers
Jowers General Contracting Inc.
P.O. Box 401
Blytheville AR 72316
870-763-6277 o
870-838-5442 c

Motion was made by Linda Watson and seconded by Gary Cooper to approve the resolution. Roll was call and the following people voted aye: Linda Watson and Gary Cooper. The following voted nay: Sandra Brand, Greg Baker, and Tyler Dunegan. The resolution failed.

The next resolution was introduced and reads as follows:

### RESOLUTION NO. 2021-24

#### A RESOLUTION TO OPEN A CHECKING ACCOUNT TO ACCEPT ARPA FUNDS

WHEREAS, cities across the nation have been under unprecedented strain in the wake of the COVID-19 crisis; and

WHEREAS, the American Rescue Plan provides emergency funding for state, local, territorial, and Tribal governments to remedy the mismatch between rising costs and falling revenues that includes \$130 billion for local governments.

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

First Commercial Bank, of Osceola, Arkansas, be and are hereby authorized and directed to accept the following signatures, effective immediately for the opening of an account and withdrawal of funds generated from the American Rescue Plan Act, ARPA:

Any two of the following:

Jessica Griffin -

Clerk/Treasurer

Sally Wilson -

Mayor

Greg Baker

Alderman

OR

Jane Stanford, Human Resource Manager may sign in the place of Jessica Griffin

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized, empowered and directed to execute any and all documents reasonable and necessary to carry out the intents of this resolution. This account is to be closed after all of the ARPA funds are spent.

PASSED AND APPROVED THIS 19th DAY OF JULY, 2021 IN REGULAR SESSION.

Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk

### FACT SHEET: The American Rescue Plan Will Deliver Immediate Economic Relief to Families

March 18, 2021

### STATE AND LOCAL FISCAL RECOVERY FUND

State, local and tribal governments across America have been under an unprecedented strain in the wake of the COVID-19 crisis. While the need for services has increased —including setting up emergency medical facilities, standing up vaccination sites, and supporting struggling small businesses—state and local revenues have plummeted as a result of the economic fallout from the crisis. At the height of the fallout, public sector employment fell by around 1.4 million jobs, including layoffs of 1 million educators, compared to around 750,000 job losses during the Great Recession. As a result, communities have faced

untenable choices, between laying off educators, firefighters and other frontline workers or failing to provide services that communities rely on.

The American Rescue Plan provides \$350 billion dollars in emergency funding for state, local, territorial, and Tribal governments to remedy this mismatch between rising costs and falling revenues. This includes:

- \$195 billion for states, (a minimum of \$500 million for each State);
- \$130 billion for local governments (a minimum of \$1.25 billion per state is provided by the statute
  inclusive of the amounts allocated to local governments within the state);
- \$20 billion for tribal governments; and
- \$4.5 billion for territories

The Rescue Plan will provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. In addition to helping these governments address the revenue losses they have experienced as a result of the crisis, it will help them cover the costs incurred due responding to the public health emergency and provide support for a recovery – including through assistance to households, small businesses and nonprofits, aid to impacted industries, and support for essential workers. It will also provide resources for state, local, and Tribal governments to invest in infrastructure, including water, sewer, and broadband services.

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

Resolution was passed on the 19th day of July, 2021, and given number 2021-24.

Closing the meeting, the status of the way the City looks and the Violet Cemetery were brought up.

Tyler Dunegan made a motion and Sandra Brand seconded, for rules to be suspended and add the Violet Cemetery to the agenda. All Council members were in favor, except Linda Watson who voted nay.

Discussion was held regarding cemetery.

Motion was made by Tyler Dunegan and seconded by Greg Baker to use our City Attorney or hire an attorney to claim the cemetery by quick claim deed. Roll was called and all Council members were in favor, except Linda Watson who voted nay.

A Special Meeting will be held regarding the Violet Cemetery.

Sally Wilson, Mayor

Jessica Griffin, City Clerk/Treasurer

### FW: Net Metering / Distributed Generation Ordinance

From: Philip Adcock Chilip adcock Wo could be an appropriate to the control of th

To: sallylongowilsung yando.co

Date: Thursday, July 15, 2021, 01:21 PM CDT

Mayor here is the email about the Net Metering Policy.

Philip Adcock

From: Jason Carter Free Sent: Tuesday, July 13, 2021 10:53 AM

To: Philip Adcock Jr.

Subject: Net Metering / Distributed Generation Ordinance

Philip,

I've reviewed your net-metering/distributed generation ordinance and compared it to some more recent drafts. Here are a few points for you to consider:

- 1. Drop any definitions and language that refer to meter aggregation. You don't have to do that anymore.
- Regarding distributed generation, consider limiting capacity below the annual peak. The goal is to require your customer to consume the majority of their power onsite and avoid problems on your distribution system. Consider changing to the lowest monthly peak (kW).
- 3. Consider reducing allowable capacity for net metering to 10/100 instead of 25/300. Net metering typically results in a rate subsidy. The larger these facilities grow, the more difficult it is to manage them within your business model.
- 4. For customers who receive a demand charge, you are required to follow "simple" net-metering; meaning, you just net the kWh generated with the kWh consumed. In theory, their rates are more properly allocated due to the demand charge. With customers who do NOT receive a demand charge, you can use two-channel billing. Your proposed ordinance does not currently use two-channel billing at all. I just want you to know that the option is out there.
- Be careful with standardized fees. They should be approved by the Council.
- 6. In Section 2.04, you are not required to buy-back excess generation credits. You may want to delete that requirement.
- 7. The interconnection review process should apply to both net-metering and distributed generation.
- I encourage you to adopt rules that allow the Mayor to administratively revise forms.
- 9. I made lots of formatting changes, but there is still more formatting to clean up.
- 10. You should use the police power of the city to prohibit illegal connections.

Let me know if you have any questions,

Jason



### **Estimated Financial Impact from**

### February 2021 Snowstorm on Municipal Electric Utilities in Arkansas

Mun	icipal Electric Utility	Number of meters <sup>1</sup>	RTO/ISO	Wholesale Power Source	Estimated Financial Impact <sup>2</sup>
1.	City of Augusta	1,500	SPP	Cooperative	None
2.	Benton Utilities	15,000	MISO	Constellation	None
3.	The City of Bentonville	27,000	SPP	SWEPCO	\$16,500,000
4.	Clarksville Connected Utilities	4,500	SPP	OMPA	None
5.	Conway Corporation	30,500	MISO	Multiple	\$1,500,000
6.	Hope Water and Light Commission	7,000	SPP	SWEPCO	\$5,200,000
7.	Jonesboro City Water and Light	39,000	MISO	Multiple	None
8.	The City of North Little Rock	38,500	MISO	Multiple	\$2,700,000
9.	The City of Osceola	3,500	MISO	Cooperative	\$900,000
10.	Paragould Light Water and Cable	14,000	SPP	Multiple	\$8,500,000
11.	The City of Paris	2,000	SPP	OMPA	None
12.	The City of Piggott	2,000	SPP	Multiple	\$2,000,000
13.	The City of Prescott	2,000	SPP/MISO	SWEPCO	\$2,000,000
14.	The City of Siloam Springs	8,000	SPP	GRDA	None
15.	West Memphis Utilities Commission	12,000	MISO	Multiple	\$900,000
	TOTAL NUMBER OF METERS:	209,000	TOTAL FINA	NCIAL IMPACT:	\$40,200,000

Notes

<sup>1:</sup> Meter count rounded to nearest 500.

<sup>2:</sup> Estimated financial impacts are rounded to nearest \$100,000 and based on data that is currently available. As markets are resettled, there is a general expectation that financial impacts will increase, but the magnitude of the increase in unknown.



# ARKANSAS DEPARTMENT OF CORRECTIONS Division of Community Correction

1302 Pike Avenue, Suite B North Little Rock, Arkansas 72114 Phone: (501) 682-9510 | Fax: (501) 682-9513

June 15, 2021

Dear Mississippi County Stakeholders,

My name is Kerri Kocourek, I am the Employment Specialist for Arkansas Community Correction, a division of the Arkansas Department of Corrections. Kelly Knuckles, ACC Reentry Manager and I are joining efforts with Arkansas Northeastern College to bring an event to your area, we're calling it "Reentry on the Road".

Our goal is to partner with Mississippi County citizens to make them aware of the needs of individuals reintegrating to the area from incarceration. Did you know that your county alone has approximately 1,000 individuals on supervision? Many of these individuals are unemployed and have other hardships in their lives that keep them from being a productive citizen. We want to bring all service providers and volunteers together at one table. We would like to discuss resources and collaborate among community members.

There are many different definitions and aspects of reentry, we do not consider this to be a program one completes while incarcerated. Reentry is a process that begins the moment an offender is incarcerated and last until they are living the life of a law-abiding citizen.

WHEN:

July 22nd 9:00 - 11:30 am

WHERE:

Arkansas Northeastern College - Governor's Ballroom

WHY:

Collaborating with the community to discuss resources and efforts for individuals

returning from incarceration.

Thanks for taking the time to consider what your part might be in making Mississippi County a vibrant community for all citizens. If you have any questions about the event, feel free to call me at (501) 353-8796 or send an email to <a href="mailto:kerri.kocourek@arkansas.gov">kerri.kocourek@arkansas.gov</a>. Please RSVP to <a href="mailto:www.lliams@smail.anc.edu">wwilliams@smail.anc.edu</a> or <a href="mailto:mthomas@smail.anc.edu">mthomas@smail.anc.edu</a> by close of business Friday July 16, 2021.

Best Regards,

Kerri Kocourek

**Employment Specialist** 

### Museum

From: robert zenanko

To: sallylongowilson@yahoo.com

Date: Monday, July 19, 2021, 01:10 PM CDT

Chris Goble is is still working on the back doors of the museum. We hope they will be done by August. We are planning to have a meeting this week of our members to decide when to open the museum. We had visitors from Michigan. They were will positive about our town and plan to come back in a couple of years to see how it has developed.

### OSCEOLA POLICE DEPARTMENT

Monthly Report for

July-21

Ollie Collins Chief of Police

### OSCEOLA POLICE DEPARTMENT GENERAL FUND INCOME Jul-21

INCOME		<u>July</u>	Year to Date
Automation Fund	\$	(1,585.65)	\$ (6,063.95)
Bail Bond Fees	\$	440.00	\$4,280.00
Bonds Paid to OMC	\$	4,965.00	\$89,368.00
Credit Card Fees	\$	132.00	\$1,178.00
Fines & Cost pd to OMC	\$	18,729.45	\$221,622.11
Freedom of Information	\$	-	\$15.00
Interest Earned	\$	1.50	\$12.01
Jail Maint. Fees	\$	-	\$0.00
Miscellaneous	\$	-	-\$233.75
Postage	\$	_	\$5.50
Rebate	55555	46	\$20.73
Restitution to OPD	\$	-	\$0.00
Return Check Fee	\$	_	\$0.00
Sale of Vehicle/Equipment	S	-	\$0.00
SCC/Civil Services	\$	50.00	\$300.00
Unclaimed Restitution	5555	20.00	\$650.00
Yard Sales	\$	35.00	\$155.00
Sub-Total		\$22,787.30	<u>\$317,372.60</u>
DETENTION FACILITY INCOME:			
ATM Commission	\$	-	\$0.00
Background Checks	\$	45.00	\$153.00
Employee Lunches	****	-	\$0.00
Fingerprints	\$	90.00	\$773.00
Incident Reports	\$	195.00	\$1,050.00
Jail Board	\$	-	\$52,970.00
Misc/Comm balances unclaimed	\$	-	\$83.29
Phone Commission (Evercom)	\$	-	\$0.00
Vin Inspection	\$	195.00	\$4,115.00
Work Release	\$	-	\$650.00
Sub-Total		\$525.00	\$59,794.29
Grand Total		\$23,312,30	\$377,166,89

### OSCEOLA POLICE DEPARTMENT BONDS & FINES ACCOUNT July

Register Ending Balance	\$ 10,360.00	
Bonds Payable	\$ 10,360.00	
General	\$ 1.17	
Deposit Slips & Checks	\$ -	
Checkbook Balance		10.361.17

### TIME PAYMENTS SUMMARY

Accounts Receivable	6/30/2021			\$ 2,010,497.43
New charges	\$ 14,300.00			
Finance charge	\$16,440.00			
Appeals Bond Transfer		\$ \$	-	
Community Service		\$	345.00	
Finance Charge Adj.			345.00	
Jail Time Credits		\$ \$ \$	1,960.00	
Paid on account		S	14,780.16	
Suspended OMC		\$	-	
Vendor Credit		\$ \$	-	
	\$ 30,740.00	\$	17,085.16	
Accounts Receivable	7/30/2021			\$ 2.024.152.27

### Reconciliation Summary

BANK STATEMENT CLEARED TRANSACTIONS	BANK	STATEMENT	CLEARED	TRANSACTIONS
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Previous Balance:			13,207.47
Checks and Payments	14	Items	-29,298.95
Deposits and Other Credits	41	Items	31,261.18
Service Charge	0	Items	0.00
Interest Earned	ő	Items	0.00
Ending Balance of Bank Statement:			15,169.70
R RECORDS UNCLEARED TRANSACTIONS:			
Cleared Balance:			15,169.70
Checks and Payments	54	Items	-4,802.53
Deposits and Other Credits	0	Items	0.00
D. Carlotte D. Laurence			
Register Balance as of 8/11/2021:			10,367.17
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			10,367.17

### Uncleared Transaction Detail up to 8/11/2021

Date	Date Num Payee		Memo	Category	Clr Amount
Incleared Che	cks and F	Payments			
5/14/2010	3552	Ronald Simmons	08-3445 Scott Bateman	Restitution	-1.3
6/17/2010	3568	Fred's	91-320 Frank Bailey	Restitution	-35.1
6/30/2010	3580	Pafford Medical Services	10-1657 Bobby Sellars	Restitution	-150.0
7/16/2010	3592	Tuesday Morris	06-6090 Walter McFarland	Restitution	-5.0
7/16/2010	3593	Daniel Thomas	10-613 Jamar Woodson	Restitution	-20.0
12/16/2010	3679	Fred's	98-226 Marcia Williams	Restitution	-89.4
11/30/2011	3859	Fred's	96-6225 Tina Johnson	Restitution	-58.4
8/17/2012	4024	Olivia Crisp	12-600 Blake Wright	Restitution	-10.0
8/17/2012	4030	Carolyn Robinson	10-1188 Prince Robinson	Restitution	-10.0
10/19/2012	4058	Kedrick Bolton	09-591 Alisha Cody	Restitution	-20.0
10/30/2012	4073	Daniel Thomas	10-613 Jamar Woodson	Restitution	-1.9
12/14/2012	4095	Osceola Animal Hospital	10-4095 Marcus Lewis	Restitution	-83.4
2/15/2013	4120	Joann McCadney	11-3803 Tommy Davis	Restitution	-125.0
2/15/2013	4121	Osceola Animal Hospital	11-4540 Brian Thomas	Restitution	-85.0
4/19/2013	4150	Barbara Donn	07-2834 James Harper	Restitution	-100.0
5/16/2013	4164	Barbara Donn	07-2834 James Harper	Restitution	-53.7
10/17/2014	4414	Fred Riley	07-224 J, Long	Restitution	-50.0 -50.0
7/16/2015	4568	Janelle Vornes	14-1080 D.Gilmore	Restitution	-5.0
10/26/2015	4632	Danny Seaton	NSB Overpayment Rec#	Refund	-30.0
2/29/2016	4718	Kevin Beecham	06-5233 C. Ware	Restitution	
2/29/2016	4721	PJ's Food Mart	13-592 Bennie Cannon,	Restitution	-2.0
2/29/2016	4723	Ronald Simmons	08-3445 Scott Bateman	Restitution	-5.0
4/15/2016	4766	Wal-mart			-1.0
11/30/2016	4895	Verna Henderson	15-517 A.Askew	Restitution	-80.0
1/13/2017	4918	Thomas Pate	10-1142 G.Rose	Restitution	-80.0
2/17/2017	4933	Thomas Pate	96-6238 C.Davis	Restitution	-60.0
3/17/2017	4948	Thomas Pate	96-6238 C.Davis	Restitution	-15.0
5/26/2017	4986	Eloise McLaurin	96-6238 C.Davis	Restitution	-70.0
7/18/2017	5008		12-747 C Cannon	Restitution	-40.0
2/28/2018	5079	Margaret Long	Over paid for Inc rpt	Misc	-20.0
3/30/2018	5086	Randy Nichols	15-1579 L.Wandicks	Restitution	-15.0
3/30/2018	5090	Christopher Martin Randy Nichols	M.Johnson 13-2073	Restitution	-5.0
5/31/2018	5111		15-1579 L.Wandicks	Restitution	-15.0
7/31/2018	5127	Randy Nichols	15-1579 L.Wandicks	Restitution	-5.0
8/30/2018	5141	Mona Decamp	14-2203 Tina Ashley	Restitution	-25.0
8/30/2018		Mona Decamp	14-2203 Tina Ashley	Restitution	-50.0
	5146	Randy Nichols	15-1579 L.Wandicks	Restitution	-10.0
9/28/2018	5153	Mona Decamp	14-2203 Tina Ashley	Restitution	-26.7
1/22/2020	5308	Thomas Kennedy	2018-4319	Bond Refund	-5.0
5/1/2020	Ach D		Stop Check #5342 Tere	Bank Fees	-36.0
7/31/2020	5378	Jason Routledge	18-4160 L.Doss	Restitution	-20.0
8/31/2020	5386	Godsey's Exxon	terry baker 94-1721	Restitution	-8.6
8/31/2020	5388	Mcso	C. Rodgers 19-1858	Restitution	-10.0
9/30/2020	5399	Eloise McLaurin	12-747 C Cannon	Restitution	-20.0
9/30/2020	5400	Mcso	Seat belt fee	Restitution	-10.0
4/30/2021	5474	Shereka Lewis	21-794	Restitution	-25.0
5/27/2021	5486	Kevin Beecham	06-5233 C. Ware	Restitution	-150.0
6/30/2021	5498	Kevin Beecham	06-5233 C. Ware	Restitution	-80.0
7/15/2021	5505	David Shemwell		DFA PAYMENT	-282.1
7/30/2021	5509	OSCEOLA DISTRICT CO	06/30 to 07/29/2021	AUTOMATION FUND	-1,585.6
7/30/2021	5510	Omc	drug fees	Restitution	-476.0
7/30/2021	5511	Fred Scales	19-2436 A. Mauppins	Restitution	-299.9
7/30/2021	5512	Osceola Animal Hospital	17-391 T.Crain	Restitution	-50.0
	The state of the s		17-882 J Dancy	Restitution	-100.0
7/30/2021					
7/30/2021 7/30/2021	5514	Wal-mart	S. James 18-1324	Restitution	-191.1

### Reconciliation Report

Bonds & Fines 8/11/2021 Page 3

### Uncleared Transaction Detail up to 8/11/2021

Date	Num	Payee	Memo		Category	Clr	Amount
Total Unclear	red Deposits and	Other Credits		0	Items		0.00
Total Unclea	red Transactions			54	Items		-4,802.53



32/14

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

STATEMENT DATE 07/31/21 ACCOUNT NUMBER 015-407-5

* *	* * * *	* *	*	<b>*</b>	CHEC	KING	A	ACCC	TNUC	SI	AMMU	RY	*	*	*	*	*	*	*	*	*	1
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+	39	CREI	TIC	S		3	1,	,260	.01									2	7,4	57	r	
-	14	DEE	BIT.	S		2	9,	,298	.95				YTI	)	INI	EF	Œ.	T	PF	II	)	
-	SERVICE	CHAI	RGE.	S					.00									3	12.	22	1	
+	INTER	EST I	PAI	D				1	.17													
END:	NG BALA	NCE				1	5,	,169	.70													

DAYS IN PERIOD 31

	* * * * * CHI	ECKING ACCOUNT THE ER CREDITS	ANSACTIONS *	* * * * * * * *
DATE	T/NUOMA	TRANSACTION DESC	RIPTION	CHK NO/ATM CD
07/02	1,798.00	BANKCARD 1187	54971187SD	
		517530860126945		D
	2,060.00	DEPOSIT		
07/06	103.00	BANKCARD 1187	54971187SD	
		517530860126945	BTOT DEP CC	D
07/06	256.00	BANKCARD 1187	54971187SD	
	*	517530860126945	BTOT DEP CC	D
07/06	1,532.00	BANKCARD 1187	54971187SD	
		517530860126945		D
07/06	4,262.20			
07/08	203.00	BANKCARD 1187	54971187SD	
		517530860126945		D
07/09	53.00	BANKCARD 1187	54971187SD	
		517530860126945	BTOT DEP CC	D
07/09	119.35	BANKCARD 1187	54971187SD	
		517530860126945	BTOT DEP CC	D
07/09	2,075.00			
07/12	147.50	BANKCARD 1187	54971187SD	
		517530860126945	BTOT DEP CC	D
07/12	253.00	BANKCARD 1187	54971187SD	
		517530860126945	BTOT DEP CC	D
07/12	486.00	BANKCARD 1187	54971187SD	
		517530860126945		D
07/13	1,653.00	BANKCARD 1187		
		517530860126945		D
07/13	6,429.96			-



CITY OF OSCEOLA AND POLICE DEPT BONDS AND FINES 401 W KEISER AVE

OSCEOLA AR 72370-3638

32/14 PAGE 2

STATEMENT DATE 07/31/21 ACCOUNT NUMBER 015-407-5

\* \* \* \* \* \* \* \* \* \* \* \* \* \* CHECKING ACCOUNT TRANSACTIONS \* \* \* \* \* \* \* \* \* \* \* DEPOSITS AND OTHER CREDITS DATE..... AMOUNT.TRANSACTION DESCRIPTION CHK NO/ATM CD 07/14 171.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/14 253.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/14 728.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/15 62.83 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/16 103.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/16 2,148.17 DEPOSIT 07/19 18.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/19 ₹53.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP 07/19 775.00 DEPOSIT 07/20 43.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/21 171.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/21 575.00 DEPOSIT 07/23 203.00 BANKCARD 1187 54971187SD /517530860126945 BTOT DEP CCD 07/23 435.00 DEPOSIT 07/26 23.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/26 118.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP 07/26 1,115.00 DEPOSIT 07/28 18.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/28 76.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/28 93.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/29 18.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/30 18.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD



CITY OF OSCEOLA AND PAGE 3 POLICE DEPT BONDS AND FINES 401 W KEISER AVE OSCEOLA AR 72370-3638 STATEMENT DATE 07/31/21 ACCOUNT NUMBER 015-407-5 \* \* \* \* \* \* \* \* \* \* \* CHECKING ACCOUNT TRANSACTIONS \* \* \* \* \* \* \* \* \* DEPOSITS AND OTHER CREDITS DATE..... AMOUNT. TRANSACTION DESCRIPTION CHK NO/ATM CD 156.00 BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD 07/30 2,455.00 DEPOSIT 07/30 1.17 IOD INTEREST PAID CHECKS DATE..CHECK NO.......AMOUNT DATE..CHECK NO......AMOUNT 07/08 5482\* 2,163.50 07/09 5501 07/14 5488\* 311.00 07/22 5503\* 40.00 311.00 07/22 5503\* 5504 5506\* 5507 49.00 5491\* 20.00 07/26 5494\* 2,314.80 07/30 5495 175.00 07/28 5499\* 100.00 07/28 07/06 283.35 07/14 20.00 07/14 440.00 5499\* 5500 100.00 07/30 5508 90.00 07/30 5515\* 07/09 22,108.80 07/09 5515\* 1,183.50 \* \* \* \* \* \* \* \* \* \* \* DAILY BALANCE SUMMARY \* \* \* \* \* \* \* \* \* \* \* DATE.....BALANCE DATE.....BALANCE DATE.....BALANCE 
 06/30
 13207.47
 07/14
 30576.18
 07/22
 34476.18

 07/02
 17065.47
 07/15
 30639.01
 07/23
 35114.18

 07/06
 23198.67
 07/16
 32890.18
 07/26
 36086.83

 07/08
 21238.17
 07/19
 33736.18
 07/28
 35833.83

 07/09
 23255.52
 07/20
 33779.18
 07/29
 35851.83

 07/12
 24142.02
 07/21
 34525.18
 07/30
 15169.70
 07/13 32224.98

32/14

06-30-21 0.00050000

### OSECEOLA POLICE DEPARTMENT ARREST Jul-21

CHARGE	AMOUNT	YEAR TO DATE
ACT 474 OPERATING MV W/O LIAB INS.1ST	4	23
ACT 474 OPERATING MV W/O LIAB INS.2ND	1	7
AGGRAVATED ASSAULT	3	17
AGGRAVATED ASSAULT FELONY	4	20
AGGRAVATED ROBBERY	o o	1
AGGRAVATED ASSULT ON POLICE OFFICER	o	1
ALIAS ONLY	9	69
ARSON	ō	1
ASSAULT 1ST DEGREE(A)	o	1
ASSAULT 3RD DEGREE	Ō	15
BATTERT 2ND DEGREE	1	8
BATTERY 1ST DEGREE	1	16
BATTERY 3RD DEGREE	5	20
BREAKING & ENTERING FELONY	0	3
BURGLARY/BREAKING ENTER(F)	1	3
CARELESS/PROHIBITED DRIVING	2	8
CARRYING PROHITBITED WEAPON (A)	0	1
CONSP. TO COMM THEFT	0	0
CONTEMPT OF COURT	1	2
CONTEMPT OF COURT COMM. SERVICE	0	2
CONTEMPT OF COURT FINE	8	19
CONTEMPT OF COURT TIME PAY AGREEMENT	4	40
CONTEMPT OF COURT JAIL TIME	0	0
CONTEMPT OF COURT-INTERLOCK	0	1
CONTEMPT OF COURT SUBPOENA	0	0
CONTRIBUTING TO DELINQUENCY O/A JUV	0	0
COMMUNICATING FALSE ALARM (A)	1	1
COUNTERFEITING/FORGERY	0	5
CRIM USE PROP / LAUDER CRIM PROCEEEDS	0	0
CRIMINAL IMPERSONATION	0	1
CRIMINAL MISCHIEF 1ST	2	9
CRIMINAL MISCHIEF 2ND	4	14
CRIMINAL TRESPASS	6	25
CRUELTY TO ANIMALS(A)	0	1
CURFEW VIOLATION	0	8
DEFECTED EQUIPMENT	0	2
DISCHARGE FIREARM IN CITY LIMTIS	0	2
DIRECT CONTEMPT OF COURT	1	2
DISORDERLY CONDUCT	4	33
DISORDERLY CONDUCT/FIGHTING DISREGUARD TRAFFIC CONTROL DEVICE	4	7
DOG ORD VIOLATION	0	1
DOMESTIC BATTERY 1ND	0	10
DOMESTIC BATTERY IND	0	5
DOMESTIC BATTERY 3RD(A)	1	21
DOSDL-DURING DWI	4	6
DRIVING ON SUSPENDED/REVOKED LICENSE	-	3 67
DWI 1ST	10 4	67 9
DWI 2ND	1	6
- Consider	1	O

DWI FELONY	0	1
DWI-DRUGS	2	8
ENDANGER WELFARE OF INCOMP. 2ND DEGREE	0	5
ENDANGER WELFARE OF MINOR 1ST	4	1
ENDANGER WELFARE OF MINOR 2ND	2	2
ENG IN A CONT CR GANG, ORG OR ENTERPRISE	0	1
ENGAGING VIOLET GROUP ACTIVITY	0	5
ESCAPE 3RD DEGREE (A)	0	C
EXPIRED VEHICLE LIC	1	3
FAIL TO REGISTER / VEHICLE	1	4
FAILURE TO MAINTAIN CONTROL	1	3
FAILURE TO SUBMIT TO ARREST	1	3
FAILURE TO TURN LIGHTS ON	0	1
FELON IN POSSESSION OF FIREARM	1	1
FICTITIOUS VEHICLE LIC/REG	3	9
FIREARM ENHANCEMENT	3	3
FLEEING (FELONY)	0	(
FLEEING IN VEHICLE (A)	1	7
FLEEING IN VEHILCE (F)	2	4
FLEEING(C)	2	1
FOLLOWING TOO CLOSE	0	
FRAUDULENT USE OF CREDIT CARD OVER \$100	0	(
FTA-ALL OTHER (NON CLASS A)	65	63
FTA-CLASS A	4	6
FTA-SEAT BELT	1	1
FURNISHING PROHIBITED ARTICLES	0	•
HARASSMENT (A)	2	
HARRASSING COMMUNICATIONS	2	8
HINDERING APP. OR PROSECUTION (A)	0	•
HOLD FOR OTHER DEPARTMENT	2	(
IMPROPER DISPLAY OF LIC	0	
IMPROPER LANE CHANGE	1	
IMPROPER TURN	1	
INATTENTIVE DRIVING	2	(
INTIMIDATING A WITNESS	1	
INTF W/EMEGENCY COMM	0	
LEAVING SCENE OF ACC/INJURY FELONY	1	- 1
LEAVING SCENE OF ACC/PROPERTY DAMAGE	0	
LEAVING THE SCENE/PROPERTY DAMAGE	2	
LITTERING	. 1	
MOTOR VEHICLE THEFT/240	0	(
NO BRAKE LIGHTS	0	;
NO CHILD RESTRAINT	0	
NO DRIVERS LICENSE	4	9
NO FINANCIAL IDENTITY FRAUD	0	(
NO LICENSE ILLUMINATION	0	2
NO LICENSE PLATES	0	
NO TAIL LIGHT	0	
NO SEAT BELT	0	- 2
NO TURN SIGNAL	0	- 3
OBSTRUCTION OF GOVERMENTAL OPERATIONS	3	2
ONE OR NO HEADLIGHTS	0	
OPEN CONTAINER- IN VEHICLE	0	4
OPERATING ATV ON ROADWAY	0	4
PAROLE VIOLATION	0	1

PASSING STOPPED SCHOOL BUS	0	2
PIT BULL ORDINANCE	0	2
POSS CONTROLLED SUBSTANCE SCHED I,II ME	0	5
POSS DRUG /PHARARPHERNALIA-MISD	3	15
POSS DRUG PARA W/I MANUFACTURE	0	2
POSS OF CONT SUB W/O PRESCRIPTION	0	6
POSS OF CONTROLLED SUB W/INTENT TO DELIVER	0	12
POSS OF CONTROLLED SUB WITH PURP OF DEL	1	10
POSS OF CONTROLLED SUBSTANCE	0	40
POSS OF DEFACED FIREARM	0	2
POSS OF DRUG PHARPHERNALIA	1	15
POSS OF INSTRUMENTS OF CRIME	4	17
POSS OF NARCOTICS W/O PRESCRIPTION	0	4
POSSESSION OF MARIJUANA 1ST	3	35
PROBATION VIOLATION	Ō	4
PROVIDING MINOR W/ TOBACCO & CIG PAPER	3	3
PUBLIC INTOXICATION	5	24
RAPE	Ō	1
RECKLESS BURNING	0	0
RECKLESS DRIVING	0	4
REFUSAL TO SUBMIT TO CHEMICAL TEST	2	7
RESISTING ARREST/PHYSICAL	1	9
ROBBERY	0	1
RUN STOP SIGN	1	5
RUNAWAY	0	1
RUNNING A GAMBLING HOUSE	0	0
SEXUAL ASSLT 2ND	0	3
SEXUAL INDENCENCY WITH A CHILD FELONY	0	1
SIMULTANEOUS POSS DRUGS & FIREARMS	1	8
SPEEDING	1	3
TAMPERING W/ PHYSICAL EVIDENCE	0	10
TERRORISTIC ACT	1	12
TERRORISTIC THREATNING-FELONY	4	10
TERRORISTIC THREATS	8	27
THEFT / ALL OTHER LARC	0	13
THEFT BY RECEIVING	0	4
THEFT OF SERVICES	0	2
THEFT/SHOPLIFITNG (A)	1	4
THEFT-FELONY	1	2
UNAUTHORIZED USE OF A VEHICLE	0	4
UNSAFE MOTOR VEHICLE	0	1
VICIOUS DOG	0	3
VIOLATION ARKANSAS HOT CHECK LAW	2	8
VIOLATION OF NO CONTACT ORDER	1	15
VIOLATION OF PROTECTION ORDER	0	2
VIOLATION OF ZONING REGULATION	Ō	ō
WRONG WAY ONE WAY	1	1

TOTAL 247 1825

### STATUTE CODE STATISTICS

DATE: 08/03/2021 TIME: 03:23:06PM				Page 1 of 1
\$3.23.001 M	NI	AR	СТ	TOTAL
Statute Code Description	NI			IOIAL
AGG ASSAULT (F)		0	0	1
AGGRAVATED ASSAULT	1	0	0	2
ASSAULT 3RD DEGREE	2	0	0	1
BATTERY 2ND DEGREE	1	0	0	1
BATTERY 3RD DEGREE(A)	6	0	0	
BREAKING & ENTERING(F)	1	0	0	,
BREAKING OR ENTERING (F)	1	0	0	2
COMMUNICATING FALSE ALARM(A)	2	0	0	2
COUNTERFEITING / FORGERY	2	0	0	2
CRIMINAL MISCHIEF IST(A)	2	0	0	2
CRIMINAL MISCHIEF 2ND	14	0	0	14
CRIMINAL TRESPASS UN\$520/OCC \$1020	2	0	0	2
DOMESTIC BATTERY 3RD(A)	8	0	0	8
FELON IN POSSESSION OF FIREARM	1	0	0	1
FLEEING IN VEHILCE (F)	2	0	0	2
FLEEING(C)	3	0	0	3
FRAUD/CREDIT CARD/ATM(A)	1	0	0	1
GENERAL INFORMATION (GENERAL PURPOSES	30	0	0	30
HARASSMENT(A)	6	0	0	6
HIT & RUN	1	0	0	1
IDENTITY FRAUD	3	0	0	3
INTERFERING W/CHILD CUSTODY(A)	1	0	0	1
LEAVING SCENE OF ACC./INJURY FELONY	2	0	0	2
LEAVING THE SCENE/PROPERTY DAMAGE	2	0	0	2
MISSING PERSON	1	0	0	1
PORNOGRAPHY/OBSCENE MATERIAL	1	0	0	J
POSS. OF CONT. SUBSTANCE	2	0	0	2
PROBATION VIOLATION	1	0	0	1
PUBLIC INTOXICATION	1	0	0	1
RESIDENTIAL/COMM.BURGLARY (F)	3	0	0	3
TERRORISTIC ACT	2	0	0	2
TERRORISTIC THREATNING-FELONY	4	0	0	4
TERRORISTIC THREATS(A)	5	0	0	5
THEFT / ALL OTHER LARC(A)	5	0	0	5
THEFT BY DECEPTION	1	0	0	1
THEFT OF FIREARM	4	0	0	4
THEFT/SHOPLIFTING(A)	1	0	0	1
THEFT-FELONY	2	0	0	2
VIOLATION OF NO CONTACT ORDER	2	0	0	2
VIOLATION OF PROTECTION ORDER(A)	1	0	0	1
	131	0	0	131

### Osceola Police Department Training Report July 2021

Training Course		Number of	Training	Total Hou
		People	Hours	
		reopie	Hours	
Jul-21				
Jui-21				
Proof Totion				
Breath Testing		4	13	52
				11.
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### OSCEOLA FIRE DEPARTMENT MONTHLY FIRE REPORT 2021

The Osceola Fire Department responded to (52) alarms in the month of July The runs are as follows:

	MONTH	YTD
Structure Fire	6	26
Vehicle Fires	5	23
Brush/Grass Fires	4	18
Trash Fires	2	12
Lift Assist	3	23
Electrical Equipment	0	1
MVA assist	6	38
Mutual Aid	2	3
Rescue/Extrication	2	8
Smoke Scare	2	10
Spill/Leaks	0	5
Flammable Gas	0	6
Alarm Malfunction	1	10
Fire Alarm	5	16
Unintentional False Alarm	2	22
Confined Space Standby	8	49
Good Intent Call	4	27
TOTALS	52	297

Total dollar loss estimated from fires in structures for the month c July \$48,500.00

Script cost in class time	\$256.00	
Script cost in alarms	\$139.00	
Total Script Cost	\$395.00	
Injuries	0	
Deaths	0	Respectfully submitted,

Peter Hill Chief Osceola Fire Dept.

# Osceola Light & Power This Month In Addition To Regular Operations Of The System: JULY 2021:

- 1. Installed 3 poles and Removed 2 poles.
- 2. Picked up transformers and transported to stock yard.
- 3. Installed 5 Services, Removed 3 and Repaired 8.
- 4. Installed 4 St. Lights, Removed 4 and Repaired 9.
- 5. Worked on line maintenance through the system.
- 6. Line Locates reported 15.
- 7. Cut Trees from power lines.
- 8. Read meters in order to keep meter cycle current.
- 9. Installed 600 ft. 4/0 ACSR from west substation. (Upgrade)
- 10. Worked cut off lists for none payment of electric bills.

### Meter Service Orders For The Month Of JULY 2021:

1.	Connects	49
2.	Disconnects	51
3.	Meter Changes	12
4.	Occupant Changes	39
5.	Re-instates	93
6.	Service Changes	02
7.	Misc.	03
8.	Meter Info	00
9.	Re-Reads	23
10	. Check For Leaks	<u>32</u>
11.	. TOTAL ORDERS	304

## OSCEOLA WATER & SEWER MONTHLY REPORT July, 2021

Water Taps	1
Water Leaks	25
Fire Hydrants Repaired/Replaced	1
First Time Water Meters	1
Water Meters Replaced	44
Water Lines Installed	0
Pumps Repaired	2
Sewer Taps	0
Manholes Repaired	0
Sewer Lines Repaired	0
Sewers Unstopped	19
Sewer Lines Installed	0

Tim Jones, Superintendent Water & Wastewater Distribution

# iVOr()



CODE ENFORCEMENT & BUILDING INSPECTION REPORT ED RICHARDSON 8/13/21

**Report: Code Enforcement** 

Properties that will be presented with a resolution to the council to condemn.

100 Watson St.

225 N. Quinn

223 E. Semmes

415 West Bard

Codes department had 40 reported codes issues and violations

### **Report: Building Inspection**

Building Inspection department has had 5 inspections.

We've issued 5 Residential Permits

We've issued 1 Electrical Permits

We've issued 7 New Privilege License

We've issued 2 HVAC Permits

We've issued 1 Commercial Permits

Planning Commission is working on boarded up windows and sign ordinance.

Will be present new plans for Pilgrim Rest Baptist Church to Planning Commission.

We have sent letters to businesses about signage issues. I've included a list of businesses with signage violations. The planning commission is also working on these issues.

Codes and Inspection information is located on the iWorQ system.

### Osceola Street & Sanitation Departmental Report for 2021

City Council Meeting: 8-16-2021

From: Steve Choals

Subject: Daily Operations

July Updates:

### **Street & Sanitation Department Update**

During the month of July 142 truckloads of leaves, grass, limbs and brush were disposed at the Material Recovery Facility. Yard waste was slightly lower in volume during the month of July. Also, several street and sign posts were repaired or replaced. The amount is slowly reducing as the Street Department is working to remedy the problem.

Pothole repair is still an issue. We now have a one man crew patching potholes daily. With the extreme summer temperatures an increase in potholes is likely, and is being addressed. With limited capable personnel the OSD is working to resolve all issues.

### **Mosquito & Bird Control**

There were no complaints for the month of July.

Thank You, Steve Choals

Osceola Street, Sanitation, MRF & Mosquito Control Departments

# ANIMAL CONTROL REPORT JULY 2021

MONTH	
YTD	
DOGS 3	44
CATS 10	37
OTHER 0	5
TOTAL 13	80
COMPLAINTS 19	176
CITATIONS 0	10
VERBAL WARNINGS 6	50
WRITTEN WARNINGS 1	24
DOG/CAT BITES 0	2

SUBMITTEED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

# Osceola Community Center

Director: Michael Ephlin

### August 2021 Report

- Community Center
- OPAR Youth Girls Volleyball
- 50/50 Match Grant
- San Souci Park Update
- Osceola Senior Citizens Center
- Splash Pad
- OPAR Fall Sports; Youth Tackle Football, Flag Football, Soccer & Cheer
- Master Plan: Water Park

### **Community Center**

The Osceola Community Center has continued to be very busy with many new registrations.

People are definitely getting back into the routine and we are proud to see everyone. Dance 2

Fit is still doing well. Regina is averaging about 10 to 15 every class. She is teaching Dance 2

Fit on Monday and Thursday nights. We have youth volleyball right now at the center on Monday and Tuesday nights. We are looking at starting pickle ball at the center for all ages.

This is a sport that is increasing in popularity and I feel is something that people would like.

### OPAR Youth Girls Volleyball

OPAR youth volleyball started in the month of July. We have a great group of girls playing and are loving the sport. We have about 55 signed up and playing in two age divisions. These girls are having a blast and learning the game at the same time. We are playing on Monday and Tuesday nights. The season will end on August 10<sup>th</sup>.

### 50/50 Match Grant

I am working with Ray at city hall on a 50/50 match grant. This grant is associated with The Arkansas parks and Tourism. We are looking at the grant to possibly build our fishing pond, renovate our tennis courts, build bathrooms at Rosenald Park and renovate our lights at our sports complex. The grant is due August 27<sup>th</sup>.

### San Souci Park Update

Seminole Contracting has completed the pavilions at San Souci Park. The park benches are here and as soon as we prep the ground, we will install. The picnic tables will be here by the end of the month.

### Osceola Senior Citizens Center

We had a big plate window busted out of the center. Looked like criminal mischief. We have boarded up the window and will go back with a thick plexi-glass for the time being. The window cost around \$1,000 to replace.

### Splash Pad

Our splash pad opened on Monday June 7<sup>th</sup>. We opened a week late due to staffing shortages. We have had an awesome crowd and people are definitely happy to see it open. We are very proud of the splash pad, it has been very taken care of and an asset to the City of Osceola. The splash pad will close on Monday September 6<sup>th</sup>.

### Fall Sports: Youth Tackle Football, Youth Flag Football, Youth Soccer and Cheer

OPAR will be registering at the end of July and 1<sup>st</sup> of August for our fall sports; Youth tackle football, flag football, soccer and cheer. This sport will start play in September and last through the end of October. Man time is flying by!!!!!

### 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".

Improvement Task Force	Owners	Priority	Aug 13 meeting	Comments
Code Enforcement		(L/M/H)	(Where the project is currently)	(What is needed to finish or what has caused work stoppage)
Interstate - Mobil Station	ER	Н	In process with the contractor, Crab Watson	Will be turned into a Green Space; Working between rains
Old City Hall Update	ER, Ray	L	on. Waiting on Phase 2	Phase II, need working plan for demo and then proceed with electric. Contingent to grant/working on plans
Times	CL	L	New ownership.	Working on second floor - Prof Bldg; Electrical quote - Osceola Times
Nursing Home	ER	Н		Working with Tracy Adams for presentation
Louis George bldg	ER	Н	discussed	Property is for sale; Walnut vehicles being moved slowly to salvage in disscusion for sale, Aug 19 open auction
Gunn's Shopping Center	CL	L	renovations in progress.	Location has been cleaned/ skating ring/ two shops have been rented. /replacing roof - On hold
Food Glant	ER		1 year of boarded up windows/doors	New group with possible store opening, have talked with corporate office. Letter sent about boarded up window
New Family Dollar	ER	M	Corporate franchise-not regional	Where Walmart was located, progressing. Grand opening end of August
4501 W. Kelser, old Gibson place Smith Tire	ER ER	-	Large crack identified	Sold to a church. Plan to be submitted for outreach ministry. No change at present
Boarded up windows	ER	M	Sign is too big per code. Need Planning Commission  Collecting a list of retail violations	Sign is too big per code No change at present, still in progress
Code Enforcement Plan	ER		clean-up days	3 zones set up and preparing list, approx 30 properties 2 new hires; working with community services, in prograss
District court	Mayor, Terry	Н	comm & PoliceFire Comm	2 hew mass, working war community services, in progress
problems	ER ER		In progress	Will let business owners know that 10% is allowed. Signs are not allowed to be hung on any fence. Need functioning planning commission. In prog
Committee	ER	Н	Code Enforcement committee chair Greg Baker	Twin the Cosiness owners in what to a same as a spire are to anowed to be fully that only white, these transfer in a spire are to anowed to be fully that only white the transfer in a spire are to a spire are to anowed to be fully that only white the transfer in a spire are to
Ordinance to Condemn	ER	Н	committee	Ordinance passed Starting with four properties 30 days to remove
Public Works		-	and the same of th	Committee product Guinning Market proportion for early a former o
Mowing and Cleanup	Steve		chemical will be used	Level dirt and clean ditches; 1 person mowing and operating sweeper, June 30 meeting 10-11:30
Dumpster-Pictures Street Sweeper	Luther/Philip		Review disc and send to police dept. Cameras need readjusting	
Community Correctional	Steve		Job is posted. Need street sweeper.  Help with public properties when their staffing allows	\$218K for new one, Billy F will mow, spray and run street sweeper; Leasing a sweeper that does not require CDL license
	Ray S Parks			Cometery
City Entrance Signs Violet Cemetary	S Parks		Carthon-Jewell No Owner, needs to be maintained	Damaging brick/landscaping around Carthon sign
			Intestate Overpass, guandrants	Posible benefactor to maintain or City ownership. Going to Circuit court for decision-probably in early 2022  Work in progress, should be end of July
Interstate Overpass Parks & Recreation	SC		Intestate Overpass, quandrants	vvorx in progress, snoula be end of July
Wayfinding Signs	SC		A P D Commission will be paked to fund coversion of sizes	Starry has the head ware Conn. Item
Music Hwy Tourism: Strategic Plan	Chamber	М	A & P Commission will be asked to fund rewording of signs on going, Our Town Grant, letter of intent on July 1	Steve has the hardware; Open Item  Meeting earlier this week, moving forward with grants, Aug 12th at Chamber 11am
Main Street Mural	Main Street	[91	In progress	Improgress
Rebel Club	man abact		Ray	Remove
Sout Hut	Ephlin		needs Resolution to condemn and remove	waiting on OPAR committee
Senior Citizens Center	Lpimi		Indiana resolution to condomination remove	July 28, Grant received to install paved walkway \$11,200, Possible Pond
Airport & Utilities		50.00		
Airport Road Sign	Ray/Silas		Money has been allocated. \$4,800	install inserts and wrought iron
Portable Office Trailer	Ray		In progress	Thursday 10 am Correctional Center 07/15 met
	Finance		Negative cost adjustment proposed for all small commercial	
Small Business electrical audit	Utility		businesses	Budget constraints On hold due to increased expenses
Finance				
22 77 70 77 77 77	450		New runway looks great. New apron and hangar planning in	
Airport appearance	Ray		progress	Apron upgrade scheduled for October. Master plan close out with extra \$24K
TAP/RTP Grant	Sheri/Sally		Part of Music Heritage Tourism Initiative	Street scape; Submitted needs \$95K match. Six months to receive answer
Police Fire & Animal Control				
Police, Fire & Animal Control	0.4			
Vandalism Downlown	Cindy	Н	In progress	10 new sky cops purchase approved by Police/Fire Committee and City Council  Engage people downtown for supicious activity and patrol increase. Total 35 skycops
Community Development				ындауа ресуль осинкоми пот ворилова возглу впо револительная, тока за экусора
Committee	1			
Renew Osceola CDC	Raiph	н	Tax exempt status received in March 2021	Property manangement idea
Land Bank	ER	н	Code Enforcement committee, Planning Commission	may be able to pick this back up again
Auction	ER	.,	Sale of Land	CDC can obtain the land. July 20-auction date
Non Profit OCBA				The second secon
Yard of the Month	Cindy		Ongoing	Pam Harshman
Concerts	Unital		Every 6 weeks	Banners for local musicians approx 2 months
p w. 10-41 to		1	Energy of moons	манието на точне писимана аругел в попана
Quality of Life		117		
Fiber Install	MCEC		Brad Harrislon/Silas Adams	Businesses and residential @ 59.95 MBPS (megabits per second) per month. New development; COVID money for county could be used.Partner top; Silas Adams; feasibility study
San Souci Park	ER			Benches will be put in this month
Car Show, 7th Annual	TA		3rd Saturday in October	10.00-2:00, 10/16
Park across from Post Office	IA.		Operational name. Willie Bloom marker	Think of a music name; Possible public restrooms
Outside Theater	Main Street			Open discussions
	Steve Steve		last Saturdays in April and September	Open discussions
Community Class up				
Community Clean up Colonial Dr	Steve			Newport completed

Luly 2024	Curi	ent Month		Y	ear to Date	Annual	Elapsed	
July 2021	Budget	Actual	Var (+) (-)	Budget	Actual	Var (+) (-)	Budget	58%
Revenue:								
01 - Osceola Light & Power	1,464,882	1,827,235	362,353	10,254,176	10,124,274	(129,902)	17,578,588	58%
02 - City General Fund	353,653	1,098,838	745,185	2,475,569	3,255,264	779,695	4,243,833	77%
03 - Street Fund	45,837	58,260	12,423	320,857	375,542	54,685	550,040	68%
04 - Sanitation Fund	79,838	79,546	(292)	558,863	556,987	(1,876)	958,050	58%
Total Funds	1,944,209	3,063,879	1,119,670	13,609,465	14,312,067	702,602	23,330,511	61%
Operating Expense:								
01 - Osceola Light & Power	1,269,376	1,772,084	(502,708)	8,885,630	9,306,846	(421,216)	15,232,508	61%
02 - City General Fund	494,344	512,158	(17,814)	3,460,410	3,296,851	163,559	5,932,131	56%
03 - Street Fund	81,371	56,196	25,175	569,596	421,875	147,721	976,450	43%
04 - Sanitation Fund	86,183	85,860	323	603,283	647,725	(44,442)	1,034,200	63%
Total Funds	1,931,274	2,426,298	(495,024)	13,518,919	13,673,297	(154,378)	23,175,289	59%
Impact to Surplus:								
01 - Osceola Light & Power	195,507	55,151	140,356	1,368,547	817,428	(551,119)	2,346,080	35%
02 - City General Fund	(140,692)	586,680	(727,372)	(984,841)	(41,587)	943,254	(1,688,298)	2%
03 - Street Fund	(35,534)	2,064	(37,598)	(248,739)	(46,333)	202,406	(426,410)	11%
04 - Sanitation Fund	(6,346)	(6,314)	(32)	(44,421)	(90,738)	(46,317)	(76,150)	119%
Total Funds	12,935	637,581	(624,646)	90,546	638,770	548,224	155,222	

CITY OF OSCEOLA
BALANCE SHEET
AS OF: JULY 31ST, 2021

CITY OF OSCEOLA PAGE: 1

01 -OSCEOLA LIGHT & POWER

ACCOUNT # ACCOUNT DESCRIPTION	BALANCE
ASSETS	
=====	
01-102 FNBEA-OMLP SAVINGS(4591)	1,276,552.30
01-104 MISC CASH ACCOUNTS	3,753.78
01-105 REGIONS-OMLP GENERAL (0093)	112,063.36
01-106 FNBEA-OMLP GENERAL (9937)	4,630.53
01-107 CASHIER'S FUND	1,500.00
01-108 REGIONS-OMLP PAYROLL (5913)	810.39
01-110 ACCOUNTS RECEIVABLE	2,621,701.52
01-111 RETURNED CHECKS	( 25.00)
01-113 AMP ACCOUNTS RECEIVABLE	236.32
01-114 PREPAID INSURANCE	7,648.00
01-115 BANCORP-OMLP GENERAL (0473)	275,273.92
01-116 BANCORP-OMLP PAYROLL (9969)	7,344.37
01-122 INVENTORY - MATERIAL & SUPPLIE	843,389.33
01-124 A/R - UNBILLED	720,289.02
01-130 DUE TO/FROM OTHER FUNDS	3,531,709.35
01-142 2018 BOND FUND	288,584.28
01-143 2018 BOND PROJECT FUND	1,427,852.67
01-148 2015 BOND FUND	69.09
01-149 2015 BOND PROJECT FUND	78,278.00
01-156 2007 BOND FUND	104,625.74
01-181 ELECTRIC POWER PLANT	23,520,243.76
01-182 ISES PLANT	5,848,880.87
01-183 WATER PLANT	8,731,793.64
01-184 RES FOR DEPR ELECT & WATER PLA	(29,138,060.85)
01-185 TOOLS AND EQUIPMENT	383,907.66
01-186 NEW SEWER SYSTEMS	9,858,227.51
01-187 NEW SEWER CONST CROMPTON	438,266.61
01-188 LAND PLANT SITE	203,970.50
01-189 AUTO & TRUCKS	2,378,325.51
01-190 RES FOR DEPR AUTO & TRUCKS	( 2,029,500.49)
01-191 FURNITURE & FIXTURES	662,365.07
01-192 RES FOR DEPR F&F, TOOLS/EQUIP	( 843,071.82)
	31,321,634.94
TOTAL ASSETS	31,321,634.94
LIABILITIES	
01-201 ACCOUNTS PAYABLE	142 144 01
01-201 RECOUNTS PATABLE 01-202 FEDERAL W/H PAYABLE	143,144.81
01-203 SOC SECURITY W/H PAYABLE	6,071.93
01-204 ARKANSAS W/H PAYABLE	5,076.88
	2,678.19
01-205 GENERAL PENSION W/H	6,430.81
01-207 GROUP INSURANCE W/H	( 15,432.29)
01-208 UNIFORM W/H	( 36.00)
01-210 PURCHASE POWER PAYABLE	1,021,773.50
01-213 UNEMPLOYMENT TAXES PAYABLE	( 3,452.61)
01-214 GARNISHMENTS PAYABLE	1,727.31
01-215 UNAPPLIED CREDITS	27,521.09

CITY OF OSCEOLA BALANCE SHEET AS OF: JULY 31ST, 2021

ITY OF OSCEOLA PAGE: 2

01 -OSCEOLA LIGHT & POWER

ACCOUNT # ACCOUNT DESCRIPTION	BALANCE
01-216 REFUNDS PAYABLE	948.27
01-230 CUSTOMER DEPOSITS REFUNDABLE	324,572.35
01-232 COMPENSATED ABSENCES	34,477.31
01-236 ACCRUED WAGES	80,866.84
01-240 ACCRUED SALES TAX	75,304.50
01-241 ACCRUED INTEREST PAYABLE	84,975.15
01-250 NOTE PAYABLE BCS-EQUIPMENT	86,924.25
01-261 2007 BOND PAYABLE	1,829,023.00
01-272 2014 BOND PAYABLE	14,797.68
01-276 2018 BOND PAYABLE	3,355,581.00
TOTAL LIABILITIES	7,082,973.97
EQUITY	
01-290 RETAINED EARNINGS	23,421,252.90
TOTAL BEGINNING EQUITY	23,421,252.90
TOTAL REVENUE	10,124,273.76
TOTAL EXPENSES	9,306,865.69
TOTAL REVENUE OVER/(UNDER) EXPENSES	817,408.07
TOTAL EQUITY & REV. OVER/(UNDER) EXP.	24,238,660.97

TOTAL LIABILITIES, EQUITY & REV. OVER/ (UNDER) EXP.

31,321,634.94

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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 1

01 -OSCEOLA LIGHT & POWER FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
ELECTRIC DEPT WATER DEPT SEWER DEPT ADMINISTRATION	15,281,500.00 1,295,738.00 835,000.00 166,350.00	1,459,820.12 214,383.52 152,977.73 52.05	8,300,816.75 1,037,056.27 786,018.73 382.01	54.32 80.04 94.13 0.23	6,980,683.25 258,681.73 48,981.27 165,967.99
TOTAL REVENUES	17,578,588.00	1,827,233.42	10,124,273.76	57.59	7,454,314.24
EXPENDITURE SUMMARY					
ELECTRIC DEPT WATER DEPT SEWER DEPT ADMINISTRATION	12,456,200.00 981,902.00 648,156.00 1,146,250.00	1,551,824.89 80,933.50 50,076.40 89,251.55	7,757,112.12 510,231.90 377,210.55 662,311.12	62.28 51.96 58.20 57.78	4,699,087.88 471,670.10 270,945.45 483,938.88
TOTAL EXPENDITURES	15,232,508.00	1,772,086.34	9,306,865.69	61.10	5,925,642.31
REVENUES OVER/(UNDER) EXPENDITURES	2,346,080.00	55,147.08	817,408.07		1,528,671.93

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 2

01 -OSCEOLA LIGHT & POWER

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ELECTRIC DEPT					
01-4-12-300 SALES	15,100,000.00	1,447,857.57	8,260,900.30	54.71	6,839,099.70
01-4-12-301 NEGATIVE COST ADJUSTMENT	0.00	0.00 (		0.00	115,287.20
01-4-12-302 FREE SERVICES	0.00	649.76	6,411.01	0.00 (	
01-4-12-303 LATE PENALTY FEES	116,000.00	7,366.54	85,725.52	73.90	30,274.48
01-4-12-304 RECONNECTION FEES	40,000.00	2,150.00	15,875.00	39.69	24,125.00
01-4-12-305 POLE RENTAL	6,000.00	0.00	24,087.00	401.45 (	
01-4-12-306 CREDIT CARD FEES	12,000.00	1,271,25	10,454.92	87.12	1,545.08
01-4-12-308 NET-METERING FEES	0.00	0.00	700.00	0.00 (	
01-4-12-390 INTEREST INCOME	0.00	0.00	79.95	0.00 (	79.95)
01-4-12-395 MISCELLANEOUS FEES	7,500.00	525.00	11,870.25	158.27 (	4,370.25)
TOTAL ELECTRIC DEPT	15,281,500.00	1,459,820.12	8,300,816.75	54.32	6,980,683.25
WATER DEPT					
01-4-13-300 SALES	1,265,738.00	211,974.00	1,012,927.78	80.03	252,810.22
01-4-13-302 FREE SERVICES	0.00	139.76	368.53	0.00 (	
01-4-13-303 LATE PENALTY FEES	25,000.00	1,444.26	15,376.57	61.51	9,623.43
01-4-13-310 SERVICE FEES	5,000.00	825.50	8,383.39	167.67 (	3,383.39)
TOTAL WATER DEPT	1,295,738.00	214,383.52	1,037,056.27	80.04	258,681.73
SEWER DEPT					
01-4-14-300 SALES	835,000.00	152,977.73	782,770.72	93.74	52,229.28
01-4-14-302 FREE SERVICE	0.00	0.00 (	24.80)	0.00	24.80
01-4-14-310 SERVICE FEES	0.00	0.00	3,272.81	0.00 (	3,272.81)
TOTAL SEWER DEPT	835,000.00	152,977.73	786,018.73	94.13	48,981.27
ADMINISTRATION					
01-4-15-304 AMP	0.00 (	19.65)(	257.02)	0.00	257.02
01-4-15-341 ELECTRIC PERMITS	1,200.00	7.00	102.00	8.50	1,098.00
01-4-15-342 PLUMBING PERMITS	150.00	0.00	11.00	7.33	139.00
01-4-15-390 INTEREST INCOME	15,000.00	64.70	526.03	3.51	14,473.97
01-4-15-395 MISCELLANEOUS	150,000.00	0.00	0.00	0.00	150,000.00
TOTAL ADMINISTRATION	166,350.00	52.05	382.01	0.23	165,967.99
TOTAL REVENUES	17,578,588.00	1,827,233.42	10,124,273.76	57.59	7,454,314.24

PAGE: 3

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

01 -OSCEOLA LIGHT & POWER

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
DI DOMDIG DEDM					
ELECTRIC DEPT 01-5-12-400 SALARIES	205 000 00	00 407 00			
01-5-12-400 SALAKIES 01-5-12-455 TEMP SERVICE WAGES	805,000.00	80,493.29	423,554.30	52.62	381,445.70
01-5-12-433 TEMP SERVICE WAGES 01-5-12-502 PAYROLL TAX	20,000.00	3,360.00	18,795.00	93.98	1,205.00
01-5-12-503 GROUP INSURANCE	64,000.00	3,925.28	31,013.35	48.46	32,986.65
01-5-12-504 PENSION EXPENSE	60,000.00 (		20,003.95	33.34	39,996.05
01-5-12-504 PERSION EXPENSE 01-5-12-510 TRAVEL & TRAINING EXPENSE	30,000.00	0.00 25.00	11,134.73	37.12	18,865.27
01-5-12-515 SAFETY SUPPLIES	5,000.00 2,500.00		150.00	3.00	4,850.00
01-5-12-580 UNIFORM EXPENSE	5,000.00	0.00 896.63	2,387.40	95.50	112.60
01-5-12-601 MATERIALS AND SUPPLIES	15,000.00	1,054.86	1,689.01	33.78	3,310.99
01-5-12-610 TELEPHONE	25,000.00	899.72	11,598.69 5,563.88	77.32 22.26	3,401.31
01-5-12-619 BUILDING EXPENSE	7,000.00	79.20			19,436.12
01-5-12-620 UTILITIES	16,500.00	105.24	2,084.78 9,278.78	29.78 56.24	4,915.22
01-5-12-630 INSURANCE	40,000.00	0.00	280.80	0.70	7,221.22
01-5-12-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	12,462.06	0.00 (	39,719.20 12,462.06
01-5-12-647 LICENSES	200.00	0.00	0.00	0.00 (	200.00
01-5-12-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	525.00	52.50	475.00
01-5-12-650 REPAIRS & MAINTENANCE - VEH &	25,000.00	1,981.16	13,594.78	54.38	11,405.22
01-5-12-651 OPERATING EXPENSES - VEHICLES	25,000.00	69.86	16,225.76	64.90	8,774.24
01-5-12-686 EQUIPMENT RENTAL	0.00	148.51	148.51	0.00 (	148.51)
01-5-12-710 ELECTRIC POWER PURCHASED	10,570,000.00	1,415,919.14	6,846,952.34	64.78	3,723,047.66
01-5-12-760 DEPRECIATION	500,000.00	41,667.00	291,669.00	58.33	208,331.00
01-5-12-770 DEPRECIATION-VEHICLES	60,000.00	5,000.00	35,000.00	58.33	25,000.00
01-5-12-774 TREE TRIMMING	175,000.00	0.00	0.00	0.00	175,000.00
01-5-12-860 CONSULTING SERVICES	5,000.00	0.00	3,000.00	60.00	2,000.00
TOTAL ELECTRIC DEPT	12,456,200.00	1,551,824.89	7,757,112.12	62.28	4,699,087.88
WATER DEPT					
01-5-13-400 SALARIES	420,557.00	27,718.09	181,254.74	43.10	239,302.26
01-5-13-455 TEMP SERVICE WAGES	0.00	10,261.44	23,144.52	0.00 (	23,144.52)
01-5-13-502 PAYROLL TAX	33,645.00	1,307.54	13,625.07	40.50	20,019.93
01-5-13-503 GROUP INSURANCE	37,500.00 (		13,025.10	34.73	24,474.90
01-5-13-504 PENSION EXPENSE	9,000.00	0.00	3,895.69	43.29	5,104.31
01-5-13-510 TRAVEL & TRAINING EXPENSE	2,500.00	0.00	0.00	0.00	2,500.00
01-5-13-515 SAFETY SUPPLIES	1,100.00	0.00	4,064.10	369.46 (	2,964.10)
01-5-13-580 UNIFORM EXPENSE	1,250.00	0.00	3,616.17	289.29 (	2,366.17)
01-5-13-601 MATERIALS AND SUPPLIES	41,000.00	5,409.46	26,190.42	63.88	14,809.58
01-5-13-602 CHEMICALS AND SUPPLIES	50,000.00	1,581.26	21,132.12	42.26	28,867.88
01-5-13-608 TOOLS	2,000.00	54.67	571.23	28.56	1,428.77
01-5-13-610 TELEPHONE	20,000.00	53.40	14,591.76	72.96	5,408.24
01-5-13-619 BUILDING EXPENSE	3,500.00	0.00	6,066.81	173.34 (	2,566.81)
01-5-13-620 UTILITIES	50,000.00	7,197.00	33,586.01	67.17	16,413.99
01-5-13-630 INSURANCE	20,000.00	0.00	0.00	0.00	20,000.00
01-5-13-640 DUES, MBRSHPS & SUBSCRIPTIONS	15,000.00	1,086.80	6,384.00	42.56	8,616.00
01-5-13-647 LICENSES	2,500.00	0.00	1,159.28	46.37	1,340.72
01-5-13-648 IMMUNIZATIONS & PHYSICALS	850.00	0.00	198.00	23.29	652.00
01-5-13-650 REPAIRS & MAINTENANCE - VEH &	6,000.00	252.68	3,951.46	65.86	2,048.54
01-5-13-651 OPERATING EXPENSES - VEHICLES	18,500.00	0.00	11,303.39	61.10	7,196.61

CITY OF OSCEOLA PAGE: 4
REVENUE & EXPENSE REPORT (UNAUDITED)

01 -OSCEOLA LIGHT & POWER

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-13-652 MANHOLE & PIPE REHAB	5,000.00	0.00	0.00	0.00	5,000.00
01-5-13-682 WELL AND PUMP REPAIRS	5,000.00	0.00	80.00		4,920.00
01-5-13-683 PUMP AND TANK REPAIRS	60,000.00	11,526.98	38,544.60		21,455.40
01-5-13-686 EQUIPMENT RENTAL	0.00	214.51	214.51		214.51)
01-5-13-761 DEPRECIATION-WATER PLANT	147,000.00	12,250.00	85,750.00		61,250.00
01-5-13-770 DEPRECIATION-VEHICLES	30,000.00	2,500.00	17,500.00		12,500.00
01-5-13-860 CONSULTING SERVICES	0.00	0.00	382.92		382.92)
TOTAL WATER DEPT	981,902.00	80,933.50	510,231.90		471,670.10
SEWER DEPT 01-5-14-400 SALARIES	219,221.00	29,210.00	151,499.61	69.11	67 701 20
01-5-14-455 TEMP SERVICE WAGES	23,000.00	0.00	0.00		67,721.39
01-5-14-502 PAYROLL TAX	17,538.00				23,000.00
01-5-14-503 GROUP INSURANCE		1,446.21	10,988.74		6,549.26
01-5-14-503 GROOP INSURANCE 01-5-14-504 PENSION EXPENSE	20,000.00 (	1,902.31)	7,084.13		12,915.87
01-5-14-504 FENSION EXPENSE 01-5-14-515 SAFETY SUPPLIES	5,400.00	0.00	2,626.76		2,773.24
01-5-14-513 SAFETT SUPPLIES 01-5-14-580 UNIFORM EXPENSE	1,750.00	0.00	0.00		1,750.00
01-5-14-601 MATERIALS AND SUPPLIES	3,000.00 (	18.00)(	90.00		3,090.00
01-5-14-602 CHEMICALS AND SUPPLIES	37,300.00	1,686.68	19,879.54		17,420.46
	6,500.00	0.00	11,283.73		4,783.73)
01-5-14-608 TOOLS	1,500.00	0.00	362.09		1,137.91
01-5-14-610 TELEPHONE	3,096.00	164.39	1,145.71		1,950.29
01-5-14-619 BUILDING EXPENSE 01-5-14-620 UTILITIES	7,000.00	83.60	167.20		6,832.80
01-5-14-620 OTILITIES 01-5-14-630 INSURANCE	67,000.00	3,730.81	31,252.41		35,747.59
01-5-14-630 INSURANCE 01-5-14-640 DUES, MBRSHPS & SUBSCRIPTIONS	4,500.00	0.00	3,510.00		990.00
01-5-14-647 LICENSES	120.00	0.00	0.00		120.00
01-5-14-648 IMMUNIZATIONS & PHYSICALS	9,000.00	0.00	6,817.75		2,182.25
01-5-14-650 REPAIRS & MAINTENANCE - VEH &	300.00	0.00	339.00	The second secon	39.00)
01-5-14-651 OPERATING EXPENSES - VEHICLES	7,500.00	608.48	5,349.12		2,150.88
01-5-14-651 OPERATING EXPENSES - VEHICLES	10,000.00	0.00	519.94		9,480.06
01-5-14-683 PUMP AND TANK REPAIRS	1,262.00	0.00	0.00		1,262.00
	20,000.00	0.00	18,220.28		1,779.72
01-5-14-762 DEPRICIATION SEWER SYSTEMS	160,425.00	13,369.00	93,583.00		66,842.00
01-5-14-770 DEPRECIATION-VEHICLES	20,362.00	1,697.00	11,879.00		8,483.00
01-5-14-860 CONSULTING SERVICES	2,382.00	0.00	792.00		1,590.00
01-5-14-899 MISCELLANEOUS	0.00	0.54	0.54	0.00 (_	0.54)
TOTAL SEWER DEPT	648,156.00	50,076.40	377,210.55	58.20	270,945.45
ADMINISTRATION					
01-5-15-400 SALARIES	400,000.00	48,278.36	227,293.93	56.82	172,706.07
01-5-15-455 TEMP SERVICE WAGES	0.00	0.00	12,466.13	0.00 (	12,466.13)
01-5-15-502 PAYROLL TAX	32,000.00	2,372.84	17,357.28	54.24	14,642.72
01-5-15-503 GROUP INSURANCE	30,000.00 (	1,910.66)	15,780.20	52.60	14,219.80
01-5-15-504 PENSION EXPENSE	15,000.00	0.00	3,874.03	25.83	11,125.97
01-5-15-510 TRAVEL & TRAINING EXPENSE	7,500.00	0.00	223.86	2.98	7,276.14
01-5-15-515 SAFETY SUPPLIES	1,000.00	52.80		1,245.44 (	11,454.39)
01-5-15-516 HR MATERIALS & SUPPLIES	8,000.00	0.00	5,357.38	66.97	2,642.62
01-5-15-517 SAFETY COMMITTEE	500.00	0.00	0.00	0.00	500.00
01-5-15-550 EMPLOYEE RELATIONS	750.00	0.00	0.00		
01-5-15-580 UNIFORM EXPENSE	500.00			0.00	750.00
01-5-15-601 MATERIALS AND SUPPLIES	27,500.00	0.00	0.00	0.00	500.00
OI 3 13 GOT MULTERIANS MAD SOFFDIES	27,300.00	5,672.57	52,275.23	190.09 (	24,775.23)

AS OF: JULY 31ST, 2021

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

CITY OF OSCEOLA PAGE: 5

01 -OSCEOLA LIGHT & POWER

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-15-605 OFFICE EXPENSE	0.00	0.00	499.02	0.00	( 499.02
01-5-15-606 POSTAGE	30,000.00	911.16	14,870.79	49.57	15,129.21
01-5-15-607 PUBLISHING ORDINANCES & NOTICE	0.00	413.00	4,666.85	0.00	
01-5-15-610 TELEPHONE	30,000.00	2,455.47	14,377.33	47.92	15,622.67
01-5-15-619 BUILDING EXPENSE	50,000.00	795.00	14,241,24	28.48	35,758.76
01-5-15-620 UTILITIES	6,000.00	3,100.81	6,495,69	108.26	
01-5-15-630 INSURANCE	2,000.00	0.00	62,291.79		
01-5-15-640 DUES, MBRSHPS & SUBSCRIPTIONS	30,000.00	5,000.00	32,351.44	107.84	
01-5-15-643 AUDIT FEES	45,000.00	0.00	32,500.00	72.22	12,500.00
01-5-15-644 LEGAL EXPENSES	10,000.00	0.00	165.00	1.65	9,835.00
01-5-15-645 ADV, PROMOTIONS & DONATIONS	30,000.00	8,625.00	17,125.00	57.08	12,875.00
01-5-15-647 LICENSES	2,000.00	1,230.00	10,230.00	511.50	
01-5-15-648 IMMUNIZATIONS & PHYSICALS	1,500.00	45.00	390.00	26.00	1,110.00
01-5-15-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	0.00	8,711.24	43.56	11,288.76
01-5-15-651 OPERATING EXPENSES - VEHICLES	0.00	0.00	2.19	0.00	2.19
01-5-15-686 EQUIPMENT RENTAL	12,000.00	126.51	7,293.18	60.78	4,706.82
01-5-15-763 DEPRECIATION	7,000.00	583.00	4,081.00	58.30	2,919.00
01-5-15-860 CONSULTING SERVICES	72,500.00	12,650.55	80,743.15	111.37 (	8,243.15
01-5-15-883 BAD ACCOUNTS	75,000.00	( 1,876.64)(	17,803.29)	23.74-	92,803.29
01-5-15-886 INTEREST EXPENSE	200,000.00	629.85	22,084.10	11.04	177,915.90
01-5-15-898 CASH OVER AND SHORT	500.00	96.93 (	93.58)	18.72-	593.58
01-5-15-899 MISCELLANEOUS	0.00	0.00	6.55	0.00	6.55)
TOTAL ADMINISTRATION	1,146,250.00	89,251.55	662,311.12	57.78	483,938.88
TOTAL EXPENDITURES	15,232,508.00	1,772,086.34	9,306,865.69	61.10	5,925,642.31
REVENUES OVER/(UNDER) EXPENDITURES	2,346,080.00	55,147.08	817,408.07		1,528,671.93

CITY OF OSCEOLA BALANCE SHEET AS OF: JULY 31ST, 2021

PAGE: 1

02 -CITY GENERAL FUND

ACCOUNT # ACCOUNT DESCRIPTION BALANCE ASSETS -----02-101 REGIONS-COMM CTR & GOLF (0051) 73,927.38 02-102 ANIMAL CONTROL GRANT 30.00 02-105 REGIONS-CITY GENERAL (0638) 683,410.17 02-106 FNBEA-CITY GENERAL (9902) 5,543.82 02-107 MISC CASH ACCOUNTS 63,723.30 02-108 REGIONS-CITY GEN PAYROLL (5948) 3,051.15 02-109 REGIONS-FIRE DEPT ACT833(0697) 56,714.69 02-110 ACCOUNTS RECEIVABLE 198,492.07 02-115 BANCORP-CITY GENERAL (0430) 201,580.01 02-116 BANCORP-CITY GEN PAYROLL (0465) 16,542.32 02-118 FIRST COMML-CITY GEN SAV (7010) 8,248.68 02-120 CULTURAL CIVIC CENTER 85.15 02-121 CONFINED SPACE SERVICES GRANT 28,644.06 02-127 TAX RECEIPTS RECEIVABLE 8,950.93 02-130 DUE TO/FROM OTHER FUNDS ( 2,936,214.21) 02-139 BANCORP-OPD C & I FUND (4083) 4,318.54 1,582,951.94) TOTAL ASSETS ( 1,582,951.94) ----------LIABILITIES ------02-201 ACCOUNTS PAYABLE 35.206.27 02-202 FEDERAL W/H PAYABLE 160.13 02-203 SOC SECURITY W/H PAYABLE 136.80 02-204 ARKANSAS W/H PAYABLE 34.73 02-205 GENERAL PENSION W/H 5,366.00 02-207 GROUP INSURANCE W/H 44.28 02-208 UNIFORM W/H 234.00 02-210 FIREMENS PENSION W/H 10,502.31 02-212 POLICE PENSION W/H 4,180,36 02-213 UNEMPLOYMENT TAXES PAYABLE 16,484.46) 02-214 GARNISHMENTS PAYABLE 1,780.56 02-220 DUE TO OTHER FUNDS 66, 259.75) 02-222 FIREMEN'S FUND 176.48 02-236 ACCRUED WAGES 154,136.51 TOTAL LIABILITIES 129,214.22 EQUITY -----02-291 BEGINNING FUND BALANCE ( 1,676,960.73) TOTAL BEGINNING EQUITY ( 1,676,960.73) TOTAL REVENUE 3,250,346.13 TOTAL EXPENSES 3,285,551.56 TOTAL REVENUE OVER/(UNDER) EXPENSES 35, 205, 43} TOTAL EQUITY & REV. OVER/(UNDER) EXP. ( 1,712,166.16) TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP. ( 1,582,951.94) ------

CITY OF OSCEOLA
REVENUE 6 EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 1

02 -CITY GENERAL FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY			<u> </u>		
ADMINISTRATION	3,803,868.00	1,021,052.64	2,809,857.60	73.87	994,010.40
POLICE DEPT	237,000.00	37,863.55	286,894.23	121.05	49,894.23
FIRE DEPT	50,000.00	25,032.48	46,309.97	92.62	3,690.03
PARKS & RECREATION DEPT	95,000.00	8,733.00	70,787.00	74.51	24,213.00
GOLF COURSE FUND	55,465.00	5,021.50	35,426.08	63.87	20,038.92
HUMANE SHELTER FUND	2,500.00	140.00	1,071.25	42.85	1,428.75
TOTAL REVENUES	4,243,833.00	1,097,843.17	3,250,346.13	76.59	993,486.87
EXPENDITURE SUMMARY					
			201 200 20		
ADMINISTRATION POLICE DEPT	607,950.00 2,345,861.00	34,440.79	304,215.55	50.04	303,734.45
FIRE DEPT	1,326,050.00	187,814.73 125,035.81	1,322,479.68	56.38	1,023,381.32
PARKS & RECREATION DEPT	684,174.00	70,270.52	743,196.92 382,483.89	56.05	582,853.08
MUNICIPAL COURT	105,496.00	13,431.50	81,866.22	55.90 77.60	301,690.11
JAIL DEPARTMENT	321,500.00	36,346.41	182,836.12	56.87	23,629.78
CODE ENFORCEMENT	127,080.00	14,452.90	65,543.19	51.58	138,663.88 61,536.81
GOLF COURSE FUND	230,670.00	18,491.45	126,849.16	54.99	103,820.84
HUMANE SHELTER FUND	162,350.00	11,819.35	76,080.83	46.86	86,269.17
TOTAL EXPENDITURES	5,911,131.00	512,103.46	3,285,551.56	55.58	2,625,579.44
				======	
REVENUES OVER/(UNDER) EXPENDITURES	( 1,667,298.00)	585,739.71	( 35,205.43)	(	1,632,092.57)

CITY OF OSCEOLA

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2021

CITY OF OSCEOLA PAGE: 2

02 -CITY GENERAL FUND

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
02-4-01-310 PROPERTY TAXES	625,000.00	75,886.80	384,140.60	61.46	240,859.40
02-4-01-314 GENERAL REVENUE (STATE OF ARK)	120,000.00	33,451.68	89,201.51	74.33	30,798.49
02-4-01-315 PRIVILEGE TAX CITY	8,000.00	0.00	9,520.00	119.00 (	1,520.00
02-4-01-316 PILOT-FED HOUSING AUTHORITY	3,315.00	0.00	( 19,607.04)	591.46-	22,922.04
02-4-01-317 PILOT-PLUM POINT ENERGY STA	705,703.00	0.00	0.00	0.00	705,703.00
02-4-01-323 A & P TAX REVENUE	32,000.00	2,967.83	21,087.18	65.90	10,912.82
02-4-01-325 GAS FRANCHISE TAX	85,000.00	0.00	21,884.37	25.75	63,115.63
02-4-01-328 TELEPHONE EXCISE TAX	20,000.00	0.00	0.00	0.00	20,000.00
02-4-01-331 CABLE FRANCHISE TAX	25,000.00	1,456.46	10,261.13	41.04	14,738.87
02-4-01-345 BUILDING PERMITS	2,000.00	144.00	3,166.48	158.32 (	1,166.48
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	( 3,993.75)	106.50	243.75
02-4-01-390 INTEREST INCOME	500.00	9.13	49.29	9.86	450.71
02-4-01-394 COUNTY SALES TAX	1,100,000.00	117,687.04	760,624.43	69.15	339,375.57
02-4-01-395 MISCELLANEOUS	0.00	257.80	37,283.12	0.00 (	37,283.12
02-4-01-396 GRANT INCOME	0.00	685,838.61	701,173.32	0.00 (	701,173.32
02-4-01-397 CITY SALES TAX	1,050,000.00	103,353.29	771,356.31	73.46	278,643.69
02-4-01-398 RENT INCOME	31,000.00	0.00	23,710.65	76.49	7,289.35
TOTAL ADMINISTRATION	3,803,868.00	1,021,052.64	2,809,857.60	73.87	994,010.40
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
POLICE DEPT					
02-4-02-335 FINES & FORFEITURES	200,000.00	36,660.05	220,717.45	110.36 (	20,717.45)
02-4-02-337 OPD RECEIPTS	2,000.00	0.00	0.00	0.00	2,000.00
02-4-02-338 JAIL RECEIPTS	15,000.00	1,203.50	66,176.78	441.18 (	51,176.78)
02-4-02-396 GRANT INCOME	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL POLICE DEPT	237,000.00	37,863.55	286,894.23	121.05 (	49,894.23)
					13,031123,
FIRE DEPT					
02-4-03-380 CONTRACT TRAINING RECEIPTS	0.00	4,166.00	24,996.00	0.00 (	24,996.00)
02-4-03-396 GRANT INCOME	50,000.00	20,866.48	21,313.97	42.63	28,686.03
TOTAL FIRE DEPT	50,000.00	25,032.48	46,309.97	92.62	3,690.03
			- 5		0,00000
PARKS & RECREATION DEPT					
02-4-04-350 ADMISSION FEES	95,000.00	8,733.00	63,787.00	67.14	31,213.00
02-4-04-396 GRANT INCOME	0.00	0.00	7,000.00	0.00 (	7,000.00)
TOTAL PARKS & RECREATION DEPT	95,000.00	8,733.00	70,787.00	74.51	24,213.00
GOLF COURSE FUND					
02-4-18-360 GOLF COURSE MEMBERSHIP FEES	45,000.00	4,421.50	31,226.08	69.39	13,773.92
02-4-18-362 GREENS FEES	815.00	0.00	0.00	0.00	815.00
02-4-18-364 CART SHED RENTALS	8,500.00	600.00	4,200.00	49.41	4,300.00
02-4-18-365 PRO SHOP SALES	1,150.00	0.00	0.00	0.00	1,150.00
TOTAL GOLF COURSE FUND	55,465.00	5,021.50	35,426.08	63.87	20,038.92
HUMANE SHELTER FUND					
02-4-19-340 ANIMAL SHELTER RECEIPTS TOTAL HUMANE SHELTER FUND	2,500.00	140.00	1,071.25	42.85	1,428.75
	2,500.00	140.00	1,071.25	42.85	1,428.75

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 3

02 -CITY GENERAL FUND

REVENUES	CURRENT	CURRENT	YEAR TO DATE	% OF	BUDGET
	BUDGET	PERIOD	ACTUAL	BUDGET	BALANCE
TOTAL REVENUES	4,243,833.00	1,097,843.17	3,250,346.13	76.59	993,486.87

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

02 -CITY GENERAL FUND

58.33% OF FISCAL YEAR

PAGE: 4

				20.225	OF FISCAL IDAR
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
02-5-01-400 SALARIES	145,000.00	11,219.63	78,807.45	54.35	66,192.55
02-5-01-400 SALARIES 02-5-01-501 TRAVEL & PUBLIC RELATIONS	3,200.00	1,375.95	1,375.95		1,824.05
02-5-01-502 PAYROLL TAX	11,600.00	824.03	8,373.69		3,226.31
02-5-01-503 GROUP INSURANCE	45,000.00		19,988.87		25,011.13
02-5-01-504 PENSION EXPENSE	84,000.00	5,165.66	36,957.79		47,042.21
02-5-01-510 TRAVEL & TRAINING EXPENSE	12,000.00	472.92	472.92		11,527.08
02-5-01-601 MATERIALS AND SUPPLIES	20,000.00	430.79	8,856.45		11,143.55
02-5-01-605 OFFICE EXPENSE	15,000.00	1,675.00	12,975.00		2,025.00
02-5-01-607 PUBLISHING ORDINANCES & NOTICE	2,000.00	0.00	0.00		2,000.00
02-5-01-610 TELEPHONE	3,500.00	151.60	1,906.70		1,593.30
02-5-01-619 BUILDING EXPENSE	10,000.00	2,664.00	51,937.13		41,937.13)
02-5-01-620 UTILITIES	26,000.00	2,493.13	17,722.01		8,277.99
02-5-01-625 RENT	500.00	0.00	0.00		500.00
02-5-01-626 A & P EXPENSES	30,000.00	2,543.00	4,841.01		25,158.99
02-5-01-630 INSURANCE	34,000.00	0.00	0.00		34,000.00
02-5-01-640 DUES, MBRSHPS & SUBSCRIPTIONS	3,500.00	122.13	2,105.08	60.15	1,394.92
02-5-01-644 LEGAL EXPENSES	20,000.00	2,665.00	2,685.00		17,315.00
02-5-01-645 ADV, PROMOTIONS & DONATIONS	6,000.00	0.00	475.96		5,524.04
02-5-01-647 LICENSES	250.00	0.00	200.00		50.00
02-5-01-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	45.00	0.00 (	45.00)
02-5-01-650 DEDATES C NATURENAMOS MON C	0.00	0.00 (			10.08
02-5-01-651 OPERATING EXPENSES - VEHICLES	1,200.00	0.00		1,298.55 (	14,382.59)
02-5-01-700 EQUIPMENT PURCHASES	0.00	0.00	46,700.00	0.00 (	46,700.00)
02-5-01-749 HEADSTART BLDG EXP	0.00	0.00	165.00	0.00 (	165.00)
02-5-01-750 ROSENWALD BLDG EXPENSE	7,500.00	1,231.20	3,463.74	46.18	4,036.26
02-5-01-751 SR. CITIZEN BLDG EXPENSE	5,000.00	125.40	465.30	9.31	4,534.70
02-5-01-752 SCOUT HUT EXPENSE	5,000.00	0.00	0.00	0.00	5,000.00
02-5-01-753 COSTON BLDG EXP	30,000.00	0.00	22.29	0.07	29,977.71
02-5-01-801 PLANNING COMMISSION EXPENSE	200 00	0.00	0.00		200.00
02-5-01-860 CONSULTING SERVICES	87,500.00	0.00	0.00	0.00	87,500.00
02-5-01-861 INDUSTRIAL INCENTIVES	0.00	3,000.00	6,000.00	0.00 (	6,000.00)
02-5-01-886 INTEREST EXPENSE	0.00	0.00	51.52	0.00 (	51.52)
02-5-01-898 ABANDONED/CONDEMNED PROP EXP	0.00 (				17,965.00
02-5-01-899 MISCELLANEOUS	0.00	0.00	14.18	0.00 (	14.18)
TOTAL ADMINISTRATION	607,950.00	34,440.79	304,215.55	50.04	303,734.45
		,	001,010100	50.0.	505/151115
OLICE DEPT					
02-5-02-400 SALARIES	1,596,500.00	156,959.03	895,536.75	56.09	700,963.25
02-5-02-414 SALARIES-GRANT/OPD	( 60,000.00)	0.00 (	9,000.00)	15.00 (	51,000.00)
02-5-02-426 AUXILIARY POLICE	2,000.00	58.00	383.00	19.15	1,617.00
02-5-02-502 PAYROLL TAX	127,720.00	7,869.45	66,516.23	52.08	61,203.77
02-5-02-503 GROUP INSURANCE	135,000.00 (		46,785.41	34.66	88,214.59
02-5-02-504 PENSION EXPENSE	244,541.00	22,611.59	165,874.40	67.83	78,666.60
02-5-02-510 TRAVEL & TRAINING EXPENSE	15,000.00	400.00	1,180.24	7.87	13,819.76
02-5-02-515 SAFETY SUPPLIES	0.00	0.00	985.75	0.00 (	985.75)
02-5-02-580 UNIFORM EXPENSE	12,000.00	0.00	5,417.66	45.15	6,582.34
02-5-02-581 UNIFORM LAUNDRY	2,500.00	0.00	605.33	24.21	1,894.67
	2,000.00	0.00	003.33	64.61	1,034.01

CITY OF OSCEOLA PAGE: 5

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

02 -CITY GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-02-601 MATERIALS AND SUPPLIES 02-5-02-610 TELEPHONE	30,000.00	0.00	34,752.73	115.84 (	4,752.73)
02-5-02-610 TELEPHONE	35,000.00	1,892.04	12,897.35	36.85	22,102.65
02-5-02-619 BUILDING EXPENSE	2,000.00	75.00	688.24	34.41	1,311.76
02-5-02-620 UTILITIES	9,200.00	0.00	5,205.44		3,994.56
02-5-02-630 INSURANCE	50,000.00	0.00	0.00	0.00	50,000.00
02-5-02-640 DUES, MBRSHPS & SUBSCRIPTIONS	27,500.00	0.00	37,021.71		9,521.71)
02-5-02-648 IMMUNIZATIONS & PHYSICALS	2,500.00	0.00	4,025.95		1,525.95)
02-5-02-650 REPAIRS & MAINTENANCE - VEH &	10,000.00	1,838.91	11,955.30		1,955.30)
02-5-02-651 OPERATING EXPENSES - VEHICLES	55,000.00	196.88	28,222.13	51.31	26,777.87
02-5-02-700 EQUIPMENT PURCHASES	49,400.00	0.00	13,426.06	27.18	35,973.94
TOTAL POLICE DEPT	2,345,861.00	187,814.73	1,322,479.68	56.38	1,023,381.32
FIRE DEPT	845,000.00 8,000.00 16,900.00 72,000.00 128,000.00 2,500.00				
02-5-03-400 SALARIES	845,000.00	100,380.46	498,992.90	59.05	346,007.10
02-5-03-427 FIRE SCRIPT-REDEEMED	8,000.00	960.00	4,838.00	60.48	3,162.00
02-5-03-502 PAYROLL TAX	16,900.00	1,379.94	10,445.45	61.81	6,454.55
02-5-03-503 GROUP INSURANCE	72,000.00	654.09	33,710.48		38,289.52
02-5-03-504 PENSION EXPENSE	128,000.00	15,359.16	108,494.07		19,505.93
02-5-03-510 TRAVEL & TRAINING EXPENSE	2,500.00	0.00	824.68		1,675.32
02-5-03-510 TRAVEL & TRAINING EXPENSE 02-5-03-515 SAFETY SUPPLIES 02-5-03-580 UNIFORM EXPENSE 02-5-03-601 MATERIALS AND SUPPLIES 02-5-03-610 TELEPHONE 02-5-03-619 BUILDING EXPENSE 02-5-03-620 UTILITIES 02-5-03-630 INSURANCE	1,000.00	0.00	0.00		1,000.00
02-5-03-580 UNIFORM EXPENSE	6,750.00	222.03	3,391.12	50.24	3,358.88
02-5-03-601 MATERIALS AND SUPPLIES	12,000.00	866.34	18,799.59		6,799.59)
02-5-03-610 TELEPHONE	20,000.00	2,166.81	5,266.85	26.33	14,733.15
02-5-03-619 BUILDING EXPENSE	5,000.00	320.93	4,340.70	86.81	659.30
02-5-03-620 UTILITIES	8,500.00	679.58			1,296.62)
02-5-03-630 INSURANCE	50,000.00	0.00	8.92	0.02	49,991.08
02-5-03-640 DUES, MBRSHPS & SUBSCRIPTIONS 02-5-03-648 IMMUNIZATIONS & PHYSICALS	400.00	0.00	29.00	7.25	371.00
02-5-03-648 IMMUNIZATIONS & PHYSICALS	1,000.00	45.00	1,884.92	188.49 (	884.92)
02-5-03-650 REPAIRS & MAINTENANCE - VEH &	22,000.00	48.79	11,585.90	52.66	10,414.10
02-5-03-651 OPERATING EXPENSES - VEHICLES	14,000.00	1,477.05	11,585.90 8,787.86	62.77	5,212.14
02-5-03-686 EQUIPMENT RENTAL	22,000.00	467.51	21,991.74	99.96	8.26
02-5-03-700 EQUIPMENT PURCHASES	91,000.00	0.00	0.00	0.00	91,000.00
02-5-03-899 MISCELLANEOUS	0.00	8.12	8.12	0.00 (	8.12)
02-5-03-700 EQUIPMENT PURCHASES 02-5-03-899 MISCELLANEOUS TOTAL FIRE DEPT	1,326,050.00	125,035.81	743,196.92	56.05	582,853.08
PARKS & RECREATION DEPT					
02-5-04-400 SALARIES	330,000.00	44,507.51	208,647.72	63,23	121,352.28
02-5-04-455 TEMP SERVICE WAGES	10,000.00	4,743.20	7,469.00	74.69	2,531.00
02-5-04-502 PAYROLL TAX	26,400.00	1,934.74	15,107.94	57.23	11,292.06
02-5-04-503 GROUP INSURANCE	30,000.00 (	6,065.07)	11,086.10	36.95	18,913.90
02-5-04-504 PENSION EXPENSE	5,000.00	0.00	2,728.73	54.57	2,271.27
02-5-04-510 TRAVEL & TRAINING EXPENSE	12,000.00	0.00	0.00	0.00	12,000.00
		0.00	2,434.66	121.73 (	434.66)
02-5-04-601 MATERIALS AND SUPPLIES	50,000.00	19,576.06		122.13 (	11,063.22)
02-5-04-610 TELEPHONE	7,000.00	139.06	2,122.11	30.32	4,877.89
02-5-04-515 SAFETY SUPPLIES 02-5-04-601 MATERIALS AND SUPPLIES 02-5-04-610 TELEPHONE 02-5-04-619 BUILDING EXPENSE	20,000.00	479.27	7,658.30	38.29	12,341.70
02-5-04-620 UTILITIES	35,500.00	1,737.48	16,462.75	46.37	19,037.25
02-5-04-630 INSURANCE	15,000.00	0.00	0.00		
02-5-04-640 DUES, MBRSHPS & SUBSCRIPTIONS	1,000.00	0.00		0.00	15,000.00
02-5-04-645 ADV, PROMOTIONS & DONATIONS	2,000.00		0.00	0.00	1,000.00
of 3 04-043 MDV, FRUNDITONS & DUNATIONS	2,000.00	0.00	0.00	0.00	2,000.00

CITY OF OSCEOLA PAGE: 6
REVENUE & EXPENSE REPORT (UNAUDITED)

02 -CITY GENERAL FUND

58.33% OF FISCAL YEAR

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DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-04-647 LICENSES	2,000.00	0.00	25.00	1.25	1,975.00
02-5-04-648 IMMUNIZATIONS & PHYSICALS	500.00	90.00	372.00	74.40	128.00
02-5-04-650 REPAIRS & MAINTENANCE - VEH &	12,000.00	328.52	1,138.46	9.49	10,861.54
02-5-04-651 OPERATING EXPENSES - VEHICLES	5,000.00	0.00	3,868.04	77.36	1,131.96
02-5-04-686 EQUIPMENT RENTAL	200.00	0.00	0.00	0.00	200.00
02-5-04-700 EQUIPMENT PURCHASES	33,574.00	0.00	0.00	0.00	33,574.00
02-5-04-700 EQUIPMENT PURCHASES 02-5-04-725 ATHLETIC EQUIPMENT 02-5-04-895 CAPITAL LEASE PAYMENTS	45,000.00	0.00	18,965.42	42.15	26,034.58
02-5-04-895 CAPITAL LEASE PAYMENTS	40,000.00	2,799.75	23,329.44	58.32	16,670.56
02-5-04-899 MISCELLANEOUS	0.00	0.00	5.00	0.00 (	5.00)
TOTAL PARKS & RECREATION DEPT	684,174.00	70,270.52	382,483.89	55.90	301,690.11
MUNICIPAL COURT  02-5-05-421 JUDGE'S SALARY  02-5-05-422 CLERK'S SALARY  02-5-05-502 PAYROLL TAX  02-5-05-503 GROUP INSURANCE  02-5-05-504 PENSION EXPENSE  02-5-05-510 TRAVEL & TRAINING EXPENSE  02-5-05-601 MATERIALS AND SUPPLIES  02-5-05-620 UTILITIES  02-5-05-630 INSURANCE					
02-5-05-421 JUDGE'S SALARY	30,000.00	0.00	14,662.50	48.88	15,337.50
02-5-05-422 CLERK'S SALARY	111,638.00	12,730.80	68,382.58	61.25	43,255.42
02-5-05-502 PAYROLL TAX	6,358.00	613.94	5,049.81	79.42	1,308.19
02-5-05-503 GROUP INSURANCE	5,000.00 (	721.92)	4,465.07	89.30	534.93
02-5-05-504 PENSION EXPENSE	7,000.00	808.68	4,305.11	61.50	2,694.89
02-5-05-510 TRAVEL & TRAINING EXPENSE	500.00	0.00	0.00	0.00	500.00
02-5-05-601 MATERIALS AND SUPPLIES	5,000.00	0.00	1,310.49	26.21	3,689.51
02-5-05-620 UTILITIES	0.00	0.00	215.82	0.00 (	215.82)
02-5-05-630 INSURANCE	2,500.00	0.00	0.00	0.00	2,500.00
02-5-05-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	225.00	0.00 (	225.00)
02-5-05-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	32.00	0.00 (	32.00)
02-5-05-899 MISCELLANEOUS	( 62,500.00)	0.00 (	16,782.16)	26.85 (	45,717.84)
TOTAL MUNICIPAL COURT	105,496.00	13,431.50	81,866.22	77.60	23,629.78
JAIL DEPARTMENT					
02-5-11-400 SALARIES	150,000.00	29,030.53	87,505.00	58.34	62,495.00
02-5-11-455 TEMP SERVICE WAGES	50,000.00	0.00	36,913.20	73.83	13,086.80
02-5-11-502 PAYROLL TAX	12,000.00	1,480.08	6,537.98	54.48	5,462.02
02-5-11-503 GROUP INSURANCE	15,000.00 (	565.53)	19,809.98	132.07 (	4,809.98)
02-5-11-504 PENSION EXPENSE	1,250.00	0.00	1,289.84	103.19 (	39.84)
02-5-11-504 FENSION EXPENSE 02-5-11-510 TRAVEL & TRAINING EXPENSE 02-5-11-580 UNIFORM EXPENSE	2,000.00	0.00	0.00	0.00	2,000.00
OL 5 11 500 ONITORY ENTENSE	1,000.00	0.00	0.00	0.00	1,000.00
02-5-11-601 MATERIALS AND SUPPLIES	40,000.00	327.57	18,916.64	47.29	21,083.36
02-5-11-619 BUILDING EXPENSE	3,000.00	0.00 (		173.53-	8,206.04
02-5-11-620 UTILITIES	20,800.00	771.68	4,324.60	20.79	16,475.40
02-5-11-630 INSURANCE	200.00	0.00	0.00	0.00	200.00
02-5-11-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	713.00	71.30	287.00
02-5-11-655 JAIL MAINTENANCE FUND	25,000.00	5,302.08	10,761.14	43.04	14,238.86
02-5-11-659 INMATE MEDICAL	250.00	0.00	1,270.78	508.31 (	1,020.78)
TOTAL JAIL DEPARTMENT	321,500.00	36,346.41	182,836.12	56.87	138,663.88
CODE ENFORCEMENT					
02-5-17-400 SALARIES	85,000.00	10,158.90	50,496.33	59.41	34,503.67
02-5-17-455 TEMP SERVICE WAGES	10,280.00	0.00	0.00	0.00	10,280.00
02-5-17-502 PAYROLL TAX	6,800.00	506.44	3,774.44	55.51	3,025.56
02-5-17-503 GROUP INSURANCE	5,000.00 (	295.11)	3,353.36	67.07	1,646.64
OZ 3 17 303 GROOF INSURANCE	5,000.00				
02-5-17-510 TRAVEL & TRAINING EXPENSE 02-5-17-601 MATERIALS AND SUPPLIES	5,000.00	300.00	300.00	6.00	4,700.00

AS OF: JULY 31ST, 2021

CITY OF OSCEOLA REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

PAGE: 7

02 -CITY GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-17-647 LICENSES	0.00	3,500.00	3,500.00	0.00	( 3,500.00
02-5-17-651 OPERATING EXPENSES- VEHICLES	10,000.00	0.00	2,375.28	23.75	7,624.72
TOTAL CODE ENFORCEMENT	127,080.00	14,452.90	65,543.19		61,536.81
GOLF COURSE FUND					
02-5-18-400 SALARIES	90,000.00	10,737.03	51.742.76	57.49	38,257.24
02-5-18-455 TEMP SERVICE WAGES	25,000.00	3,372.60	12,651.10	50.60	12,348.90
02-5-18-502 PAYROLL TAX	7,200.00	530.00	3,862.07		3,337.93
02-5-18-503 GROUP INSURANCE	15,000.00 (	258.68)	3,848.36	25.66	11,151.64
02-5-18-504 PENSION EXPENSE	3,270.00	0.00	1,708.06	52.23	1,561.94
02-5-18-515 SAFETY SUPPLIES	3,500.00	0.00	109.16		3,390.84
02-5-18-601 MATERIALS AND SUPPLIES	25,000.00	380.80	11,470.14	45.88	13,529.86
02-5-18-610 TELEPHONE	5,000.00	429.57	2,194.86		2,805.14
02-5-18-619 BUILDING EXPENSE	0.00	214.50	3,439.92	0.00	
02-5-18-620 UTILITIES	5,700.00	418.87	3,204.88		2,495.12
02-5-18-630 INSURANCE	6,000.00	0.00	0.00		6,000.00
02-5-18-650 REPAIRS & MAINTENANCE - VEH &	15,000.00	72.41	17,492.66	116.62	2,492.66)
02-5-18-651 OPERATING EXPENSES - VEHICLES	3,000.00	994.95	3,536.32	117.88 (	536.32)
02-5-18-686 EQUIPMENT RENTAL	500.00	110.00	110.00	22.00	390.00
02-5-18-700 EQUIPMENT PURCHASES	14,000.00	0.00	0.00	0.00	14,000.00
02-5-18-895 CAPITAL LEASE PAYMENTS	12,500.00	1,489.40	11,478.87	91.83	1,021.13
TOTAL GOLF COURSE FUND	230,670.00	18,491.45	126,849.16	54.99	103,820.84
HUMANE SHELTER FUND					
02-5-19-400 SALARIES	75,000.00	7,334.88	38,412.08	51.22	36,587.92
02-5-19-455 TEMP SERVICE WAGES	15,000.00	161.70	9,000.85	60.01	5,999.15
02-5-19-502 PAYROLL TAX	6,000.00	358.95	2,890.46	48.17	3,109.54
02-5-19-503 GROUP INSURANCE	6,000.00 (	200.50)	1,928.67	32.14	4,071.33
02-5-19-504 PENSION EXPENSE	1,250.00	0.00	595.32	47.63	654.68
02-5-19-510 TRAVEL & TRAINING EXPENSE	250.00	0.00	0.00	0.00	250.00
02-5-19-515 SAFETY SUPPLIES	200.00	400.66	2,675.70	1,337.85 (	2,475.70)
02-5-19-580 UNIFORM EXPENSE	500.00	0.00	0.00	0.00	500.00
02-5-19-601 MATERIALS AND SUPPLIES	20,000.00	2,841.14	12,423.87	62.12	7,576.13
02-5-19-610 TELEPHONE	9,800.00	110.05	1,923.16	19.62	7,876.84
02-5-19-611 VET BILLS	7,500.00	0.00	1,868.75	24.92	5,631.25
02-5-19-619 BUILDING EXPENSE	2,500.00	0.00	704.53	28.18	1,795.47
02-5-19-620 UTILITIES	3,600.00	143.97	1,812.31	50.34	1,787.69
02-5-19-630 INSURANCE	1,500.00	0.00	0.00	0.00	1,500.00
02-5-19-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	77.00	30.80	173.00
02-5-19-650 REPAIRS & MAINTENANCE - VEH &	1,500.00	655.60	655.60	43.71	844.40
02-5-19-651 OPERATING EXPENSES - VEHICLES	3,000.00	12.90	1,112.53	37.08	1,887.47
02-5-19-700 EQUIPMENT PURCHASES	8,500.00	0.00	0.00	0.00	8,500.00
TOTAL HUMANE SHELTER FUND	162,350.00	11,819.35	76,080.83	46.86	86,269.17
TOTAL EXPENDITURES	5,911,131.00	512,103.46	2 205 551 56	55.50	0 605 570 44
TOTAL DATEMPTIONES	3,911,131.00	312,103.46	3, 285, 551.56	55.58	2,625,579.44
REVENUES OVER/(UNDER) EXPENDITURES	( 1,667,298.00)	585,739.71 (	35,205.43)	(	1,632,092.57)

CITY OF OSCEOLA
BALANCE SHEET
AS OF: JULY 31ST, 2021

PAGE: 1

100,333.43)

03 -STREET FUND

ACCOUNT # ACCOUNT DESCRIPTION BALANCE ASSETS -----03-106 FNBEA-STREET FUND (9910) 136.70 03-115 BANCORP-STREET FUND (0449) 244,879.89 03-130 DUE TO/FROM OTHER FUNDS 345,350.02) 100,333.43) TOTAL ASSETS 100,333.43) -----LIABILITIES \_\_\_\_\_ 03-201 ACCOUNTS PAYABLE 15,283.65 03-236 ACCRUED WAGES 20,261.67 TOTAL LIABILITIES 35,545.32 EQUITY ====== 03-291 BEGINNING FUND BALANCE 89,539.64) TOTAL BEGINNING EQUITY 89,539.64) TOTAL REVENUE 375,543.51 TOTAL EXPENSES 421,882.62 TOTAL REVENUE OVER/(UNDER) EXPENSES 46,339.11) TOTAL EQUITY & REV. OVER/(UNDER) EXP. 135,878.75)

TOTAL LIABILITIES, EQUITY & REV. OVER/ (UNDER) EXP.

CITY OF OSCEOLA REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

PAGE: 1

03 -STREET FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
STREET DEPT	550,040.00	58,259.96	375,543.51	68.28	174,496.49
TOTAL REVENUES	550,040.00	58,259.96	375,543.51	68.28	174,496.49
EXPENDITURE SUMMARY					
STREET DEPT	986,450.00	56,196.28	421,882.62	42.77	564,567.38
TOTAL EXPENDITURES	986,450.00	56,196.28	421,882.62	42.77	564,567.38
REVENUES OVER/(UNDER) EXPENDITURES	( 436,410.00)	2,063.68	( 46,339.11)		( 390,070.89)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

CITY OF OSCEOLA PAGE: 2

03 -STREET FUND

REVENUES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
STREET DEPT					
03-4-06-314 GENERAL REVENUE (STATE OF ARK)	0.00	50.00	33,339.45	0.00	( 33,339.45)
03-4-06-322 DEBRIS REMOVAL	0.00	0.00	250.00	0.00	( 250.00)
03-4-06-386 STREET REVENUE TURNBACK	550,000.00	58,199.54	339,974.68	61.81	210,025.32
03-4-06-390 INTEREST INCOME	40.00	10.42	43.93	109.83	( 3.93)
03-4-06-395 MISCELLANEOUS	0.00	0.00	1,935.45	0.00	( 1,935.45)
TOTAL STREET DEPT	550,040.00	58,259.96	375,543.51	68.28	174,496.49
TOTAL REVENUES	550,040.00	58,259.96	375,543.51	68.28	174,496.49

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

03 -STREET FUND

58.33% OF FISCAL YEAR

PAGE: 3

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
GTREET DEPT 03-5-06-441 WAGES-STREET EMPLOYEES	440,000.00	40 000 01	211 242 12	40.00	200 554 05
03-5-06-455 TEMP SERVICES WAGES	50,000.00	40,828.81	211,348.13	48.03	228,651.87
03-5-06-502 PAYROLL TAX	The state of the s	8,989.75	28,996.81	57.99	21,003.19
03-5-06-503 GROUP INSURANCE	35,200.00	2,057.53	15,611.14	44.35	19,588.86
03-5-06-504 PENSION EXPENSE	60,000.00 (		19,063.06	31.77	40,936.9
	9,400.00	0.00	4,070.07	43.30	5,329.9
03-5-06-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	0.00	0.00	2,000.0
03-5-06-515 SAFETY SUPPLIES	2,500.00	0.00	3,674.57	146.98 (	1,174.5
03-5-06-580 UNIFORM EXPENSE	3,200.00 (		4,752.94	148.53 (	1,552.9
03-5-06-601 MATERIALS AND SUPPLIES	20,000.00	587.48	10,951.52	54.76	9,048.4
03-5-06-610 TELEPHONE	7,000.00	53.40	1,425.31	20.36	5,574.6
03-5-06-619 BUILDING EXPENSE	10,000.00	17.60	2,808.75	28.09	7,191.2
03-5-06-620 UTILITIES	2,900.00	331.59	2,966.76	102.30 (	66.7
03-5-06-630 INSURANCE	30,000.00	0.00	0.00	0.00	30,000.0
03-5-06-640 DUES, MBRSHPS & SUBSCRIPTIONS	250.00	0.00	0.00	0.00	250.0
03-5-06-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	699.00	69.90	301.0
03-5-06-650 REPAIRS & MAINTENANCE - VEH &	50,000.00	2,249.84	23,015.02	46.03	26,984.9
03-5-06-651 OPERATING EXPENSES - VEHICLES	40,000.00	2,708.50	40,314.51	100.79 (	314.5
03-5-06-686 EQUIPMENT RENTAL	0.00	59.96	294.84	0.00 (	294.8
03-5-06-700 EQUIPMENT PURCHASES	20,000.00	0.00	19,100.00	95.50	900.0
03-5-06-750 ASPHALT	82,500.00	0.00	600.00	0.73	81,900.0
03-5-06-751 GRAVEL	1,000.00	0.00	1,857.43	185.74 (	857.4
03-5-06-752 CULVERTS & DRAINS, ETC.	1,500.00	0.00	0.00	0.00	1,500.0
03-5-06-755 STREET PAINTING	500.00	0.00	0.00	0.00	500.0
03-5-06-756 SIGNS	2,500.00	0.00	829.18	33.17	1,670.8
03-5-06-840 DUMPING-DISPOSAL	60,000.00	113.72	29,340.64	48.90	30,659.3
03-5-06-895 CAPITAL LEASE PAYMENTS	45,000.00	0.00	59.96	0.13	44,940.0
03-5-06-899 MISCELLANEOUS	10,000.00	0.00	102.98	1.03	9,897.02
TOTAL STREET DEPT	986,450.00	56,196.28	421,882.62	42.77	564,567.38
OTAL EXPENDITURES	986,450.00	56,196.28	421,882.62	42.77	564,567.38
EVENUES OVER/(UNDER) EXPENDITURES	( 436,410.00)	2,063.68	46,339.11)	(	390,070.89

CITY OF OSCEOLA
BALANCE SHEET
AS OF: JULY 31ST, 2021

CITY OF OSCEOLA PAGE: 1

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	1,016.00	
04-115 BANCORP-SANITATION FUND (9951)	10,975.61	
04-130 DUE TO/FROM OTHER FUNDS	( 108, 450.26)	
04-185 TOOLS AND EQUIPMENT	2,308,496.28	
04-188 LAND PLANT SITE	47,257.70	
04-189 AUTO & TRUCKS	76,896.68	
04-193 WASTE TO ENERGY FACILITY	1,444,544.38	
04-194 RESERVE FOR DEPR WASTE FACILIT	( 2,318,981.27)	
	1,469,064.99	
	271037007133	
TOTAL ASSETS	1,469,06	
LIABILITIES		
=========		
04-201 ACCOUNTS PAYABLE	20,783.26	
04-232 COMPENSATED ABSENCES	8,923.20	
04-236 ACCRUED WAGES	15,529.27	
04-241 ACCRUED INTEREST PAYABLE	841.75	
04-263 N/P BCS COMML GARBAGE TRUCK	165,328,12	
04-267 N/P BCS KNUCKLEBOOM TRUCK	82,670.01	
04-269 N/P BCS COMML ROLL-OFF	78,575.15	
04-270 N/P BCS RESIDNTL GARBAGE TRUCK	141,097.52	
04-272 N/P BCS JOHN DEERE BACKHOE	823.19	
TOTAL LIABILITIES	514,571.47	
EOUITY	314,371.47	
=====		
04-290 RETAINED EARNINGS	1,045,240.62	
TOTAL BEGINNING EQUITY	1,045,240.62	
TOTAL REVENUE	556,988.95	
TOTAL EXPENSES	647,736.05	
TOTAL REVENUE OVER/(UNDER) EXPENSES	( 90,747.10)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.	954,493.52	
TOTAL LIABILITIES, EQUITY & REV.OVER/(	(UNDER) EXP. 1,469,064	

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 1

04 -SANITATION FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
SANITATION PEST CONTROL FUND	850,050.00 108,000.00	70,396.15 9,149.61	492,125.42 64,863.53	57.89 60.06	357,924.58 43,136.47
TOTAL REVENUES	958,050.00	79,545.76	556,988.95	58.14	401,061.05
EXPENDITURE SUMMARY					
SANITATION COMPOSTING DEPT PEST CONTROL FUND	943,200.00 5,500.00 85,500.00	77,983.65 0.00 7,875.45	591,979.46 501.90 55,254.69	62.76 9.13 64.63	351,220.54 4,998.10 30,245.31
TOTAL EXPENDITURES	1,034,200.00	85,859.10	647,736.05	62.63	386,463.95
REVENUES OVER/(UNDER) EXPENDITURES	( 76,150.00)	( 6,313.34)	( 90,747.10)		14,597.10

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 2

04 -SANITATION FUND

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
850,000.00	70,395.14	490,234.97	57.67	359,765.03
50.00	1.01	9.45	18.90	40.55
0.00	0.00	1,881.00	0.00 (	1,881.00)
850,050.00	70,396.15	492,125.42	57.89	357,924.58
108,000.00	9,149.61	64,863,53	60.06	43,136.47
108,000.00	9,149.61	64,863.53	60.06	43,136.47
958,050.00	79,545.76	556,988.95	58.14	401,061.05
	850,000.00 50.00 0.00 850,050.00	850,000.00 70,395.14 50.00 1.01 0.00 0.00 850,050.00 70,396.15 	850,000.00 70,395.14 490,234.97 50.00 1.01 9.45 0.00 0.00 1,881.00 850,050.00 70,396.15 492,125.42  108,000.00 9,149.61 64,863.53 108,000.00 9,149.61 64,863.53	850,000.00 70,395.14 490,234.97 57.67 50.00 1.01 9.45 18.90 0.00 0.00 1,881.00 0.00 ( 850,050.00 70,396.15 492,125.42 57.89  108,000.00 9,149.61 64,863.53 60.06 108,000.00 9,149.61 64,863.53 60.06

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2021

04 -SANITATION FUND

58.33% OF FISCAL YEAR

PAGE: 3

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SANITATION					
04-5-07-451 WAGES-GARBAGE COLLECTIONS	290,000.00	31,899.95	168,499.31	EQ 10	101 500 50
04-5-07-455 TEMP SERVICE WAGES	45,000.00	5,222.70		58.10	121,500.69
04-5-07-502 PAYROLL TAX	· ·		52,638.16	116.97 (	7,638.16
04-5-07-503 GROUP INSURANCE	23,200.00 35,000.00 (	1,561.42	12,402.64	53.46	10,797.36
04-5-07-504 PENSION EXPENSE	10,500.00	1,349.89)	12,753.01	36.44	22,246.99
04-5-07-504 PENSION EXPENSE	•	0.00	5,040.50	48.00	5,459.50
04-5-07-515 SAFETY SUPPLIES	750.00	0.00	0.00	0.00	750.00
	5,000.00	0.00	3,294.29	65.89	1,705.71
04-5-07-580 UNIFORM EXPENSE	5,000.00 (	72.00)	4,293.18	85.86	706.82
04-5-07-601 MATERIALS AND SUPPLIES	31,000.00	159.71	17,011.91	54.88	13,988.09
04-5-07-610 TELEPHONE	4,500.00	33.87	1,290.00	28.67	3,210.00
04-5-07-619 BUILDING EXPENSE	4,000.00	17.60	2,773.52	69.34	1,226.48
04-5-07-620 UTILITIES	2,500.00	113.15	842.55	33.70	1,657.45
04-5-07-630 INSURANCE	22,500.00	0.00	0.00	0.00	22,500.00
04-5-07-642 GARBAGE BAGS	20,000.00 (	1,780.00)	16,642.24	83.21	3,357.76
04-5-07-647 LICENSES	1,000.00	650.00	691.84	69.18	308.16
04-5-07-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	440.00	176.00 (	190.00
04-5-07-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	0.00	1,886.51	9.43	18,113.49
04-5-07-651 OPERATING EXPENSES - VEHICLES	35,000.00	1,512.29	27,582.08	78.81	7,417.92
04-5-07-686 EQUIPMENT RENTAL	0.00	59.95	294.80	0.00 (	294.80)
04-5-07-764 DEPRECIATION EXPENSE	198,000.00	16,500.00	115,500.00	58.33	82,500.00
04-5-07-840 DUMPING-DISPOSAL	175,000.00	21,278.19	133,935.76	76.53	41,064.24
04-5-07-886 INTEREST EXPENSE	15,000.00	2,176.71	14,107.21	94.05	892.79
04-5-07-895 CAPITAL LEASE PAYMENTS	0.00	0.00	59.95	0.00 (	59.95)
TOTAL SANITATION	943,200.00	77,983.65	591,979.46	62.76	351,220.54
COMPOSTING DEPT					
04-5-10-601 MATERIALS AND SUPPLIES	250.00	0.00	65,99	26.40	184.01
04-5-10-650 REPAIRS & MAINTENANCE - VEH &	5,000.00	0.00	0.00	0.00	5,000.00
04-5-10-651 OPERATING EXPENSES - VEHICLES	250.00	0.00	435.91	174.36 (	185.91)
TOTAL COMPOSTING DEPT	5,500.00	0.00	501.90	9.13	4,998.10
PEST CONTROL FUND					
04-5-20-601 MATERIALS AND SUPPLIES	500.00	0.00	0.00	0.00	500.00
04-5-20-602 CHEMICALS AND SUPPLIES	85,000.00	7,875.45	55,128.20	64.86	29,871.80
04-5-20-619 BUILDING EXPENSE	0.00	0.00	126.49	0.00 (	126.49)
TOTAL PEST CONTROL FUND	85,500.00	7,875.45	55,254.69	64.63	30,245.31
TOTAL EXPENDITURES	1,034,200.00	85,859.10	647,736.05	62.63	386,463.95
REVENUES OVER/(UNDER) EXPENDITURES	( 76,150.00)(	6,313.34)(	90,747.10)		14,597.10

CITY OF OSCEOLA REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JULY 31ST, 2021

PAGE: 1

05 -AIRPORT FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
AIRPORT	0.00	1,000.71	401,387.62	0.00	(401,387.62)
TOTAL REVENUES	0.00	1,000.71	401,387.62	0.00	( 401,387.62)
EXPENDITURE SUMMARY					
AIRPORT	11,000.00	53.30	464,298.43	4,220.89	(453,298.43)
TOTAL EXPENDITURES	11,000.00	53.30	464,298.43	4,220.89	( 453,298.43)
REVENUES OVER/(UNDER) EXPENDITURES	( 11,000.00)	947.41	62,910.81	)	51,910.81

CITY OF OSCEOLA
BALANCE SHEET
AS OF: JULY 31ST, 2021

PAGE: 1

05 -AIRPORT FUND

ACCOUNT # ACCOUNT DESCRIPTION	BALANCE		
ASSETS			
05-101 REGIONS-AIRPORT OPERATING(680) 05-105 BANCORP-AIRPORT GRANT(6248) 05-130 DUE TO/FROM OTHER FUNDS	6,865.62 16,647.09 (	252.22)	
TOTAL ASSETS		(	252.22)
LIABILITIES			
EQUITY			
05-291 BEGINNING FUND BALANCE TOTAL BEGINNING EQUITY	62,658.59 62,658.59		
TOTAL REVENUE TOTAL EXPENSES	401,387.62 464,298.43		
TOTAL REVENUE OVER/(UNDER) EXPENSES	( 62,910.81)		
TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(	252.22)	
TOTAL LIABILITIES, EQUITY & REV. OVER/(U)	NDER) EXP.	(	252.22)

8-10-2021 02:20 PM

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 2

05 -AIRPORT FUND

58.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
AIRPORT					
05-4-09-390 INTEREST INCOME	0.00	0.71	15.02	0.00 (	15.02)
05-4-09-391 RENTAL INCOME	0.00	1,000.00	1,000.00	0.00 (	1,000.00)
05-4-09-395 MISCELLANEOUS	0.00	0.00	1,652.60	0.00 (	1,652,60)
05-4-09-396 GRANT INCOME	0.00	0.00	398,720.00	0.00 (	398,720.00)
TOTAL AIRPORT	0.00	1,000.71	401,387.62	0.00 (	401,387.62)
TOTAL REVENUES	0.00	1,000.71	401,387.62	0.00 (	401,387.62)
				====== :	

8-10-2021 02:20 PM

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2021

PAGE: 3

05 -AIRPORT FUND

58.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
AIRPORT					
05-5-09-503 GROUP INSURANCE 05-5-09-601 MATERIALS AND SUPPLIES	0.00	0.00 38.72	11.72 643.59		
05-5-09-619 BUILDING EXPENSE	10,500.00	0.00	462,682.58		,
05-5-09-620 UTILITIES	500.00	14.58	960.54		( 460.54)
TOTAL AIRPORT	11,000.00	53.30	464,298.43	4,220.89	(453,298.43)
TOTAL EXPENDITURES	11,000.00	53.30	464,298.43	4,220.89	( 453,298.43)
REVENUES OVER/(UNDER) EXPENDITURES	( 11,000.00)	947.41	( 62,910.81	)	51,910.81

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OSCEOLA LIGHT & PO	ACSC		CS# 087919999/066481613	558.80
				CS# 087919999/066481613	558.80
				CS#577649658/377659089	180.00
				CS#577649658/377659089	180.00
				COLLINS #008126025	
					193.00
				COLLINS #008126025 CS#022394788	193.00
					180.00
		DEPT OF FINANC	F	CS#022394788	180.00
		DEFT OF FINANC.	ь	STATE W/H	2,265.87
		OMLP PAYROLL		STATE W/H	2,305.14
		OPILE PAIROLL		OMLP PY 07/15/21 BCS	5,503.67
				OMLP PY 07/15/21 REG OD	37,075.43
				OMLP PY 07/29/21 BCS	5,433.24
				OMLP PY 07/29/21 REG DD	37,145.95
		MISCELLANEOUS	V OSCEOLA SHEET METAL	18-12300-01	155.72
			MOORE, BAILEE A	24-20300-19	14.57
			MAY, TEDDY	24-22500-05	81.36
			WHITE, DARNESHIA	24-34500-07	47.11
			HARSHMANS RENTAL	17-00900-08	89.87
			KOORA, NARESH	23-18900-19	28.35
			BRUCE, DONALD	06-09400-06	26.78
			WALKER, BARBARA	14-10500-11	66.35
			ROBINSON, CACHE	24-15300-13	81.48
			SALTERS, SAMANTTH	24-35000-03	51.68
			PRICE, PAULA	24-16600-13	125.00
		TECHLINE LTD		ORDER#7048532-00	390.28
				arder#7048797-00	217.80
				ORDER#7048804-00	121.00
				ORDER#7048867-00	1,564.20
				order#7048869-00	971.52
		CARINA TECHNOLO	DGY INC	INV#4464	38.70
		COMMERCIAL COLI	LECTIONS	GARNISH T BAKER	125.16
				GARNISH T BAKER	125.16
		PROFESSIONAL CE	REDIT	NO.470CV-2013-172 L COLLIN	9.13
				NO.470CV-2013-172 L COLLIN	9.13
		MJMEUC		PLUM POINT/INV#18809	591,054.64
		ENTERGY ARKANSA	AS INC.	INV#2255174	17,554.04
		BANCORPSOUTH EQ	QUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	5,050.46
		EFTPS		FEDERAL W/H	5,587.29
				FEDERAL W/H	5,802.13
				FICA W/H	3,659.04
				FICA W/H	3,677.12
				MEDICARE W/H	855.72
				MEDICARE W/H	859.99
		BORDER STATES E	ELECTRIC SUPPLY	CUSTOMERACC#135211	18,382.32
			JNTY ELECTRIC CORP, INC.	6/10/21 TO 06/30/21	928,690.20
			LD SUPPORT ENFORCEMENT	LEONARD #0004305311	190.59
				LEONARD #0004305311	190.59
		J.W.'S AUTO SHO	)P	J.W.'S AUTO SHOP	1,065.01
		CHARLES BOWLES		CHARLES BOWLES	67.91
		0		TOTAL:	1,678,980.30
ELECTRIC DEPT	OSCEOLA LIGHT & PO	WALMART COMMUNI	TTY BRC	WALMART COMMUNITY BRC	308.94
		BUGMOBILE OF AF	RINC	ELECT/ACCT#3464/INV#108974	18.70
				ELECT/ACCT#3464/INV#108979	18.70
				ELECT/ACCT#7212/INV#108973	41.80
				EDEC1/MCC1#/212/104#1089/3	41.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KENNEMORE HOME	ELECTRIC/INV#137476,	120,23
			ELECTRIC/INV#137545	5.50
			ELECTRIC/INV#137808	50.59
			ELECTRIC/INV#137834	16.50
		LEGAL SHIELD	07/10/2021	25.90
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	270.72
		TIFCO INDUSTRIES	ELECTRIC/INV#71667539	
		TITCO INDUSTRIES		245.67
		DENVER'S LEASING INC	ELECTRIC/INV#71667267	333.58
		CITIZENS FIDELITY INS	ELECTRIC/INV#19905	148.51
		CITIZENS FIDERILL INS	PAYOR#07-0588716 DUE/08/07	39.00
			PAYOR#07-0588716 DUE/08/07	16.73
		ARIA LOVO BLORAVOR	PAYOR#07-0588716 DUE/08/07	26.00
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	5.08
		O'REILLY AUTO STORES INC	ELECTRIC/INV#1183255161,	15.38
			ELECTRIC/INV#1183255482,	117.35
			ELECTRIC/INV#, 1183255483,	92.33
			ELECTRIC/INV#,1183255486	15.38
			ELECTRIC/INV#1183255564	42.35
		APF FBO TEMPS PLUS	6/21/INV#5191205	840.00
			INV#5193646/7/06/21	840.00
			INV#5195652/07/13/21	840.00
			07/20/2021-INV#5197867	840.00
		VERIZON WIRELESS	VERIZON WIRELESS	585.70
		EFTPS	FICA W/H	1,599.35
			FICA W/H	1,581.91
			MEDICARE W/H	374.04
			MEDICARE W/H	369.98
		AT#T	AT#T	42.19
		TRI STATE INDUSTRIAL SUPPLY INC.	ELECTRIC/INV#10465	87.91
	· ·	WEX FLEET UNIVERSAL	ELECTRIC/INV#72623298	69.86
		AR DEPT OF HEALTH PLUMBING &NATURAL GA	EXAMINATION/LICENSING	25.00
		BLACK HILLS ENERGY	ELECTRIC/3160 6055 42	53.20
			ELECTRIC/3160 9353 97	9.85
		YIG ADMINISTRATION	JUNE2021/INV#29252	74.90
		ARKANSAS ELECTRIC COOPERATIVE COPR.	INV#62021-JUNE 2021 PLUM P	41,783.79
		RITZ SAFETY	WEBB/INV#44202	723.55
			ELECTRIC/WEBB/INV#44377	173.08
		TREDROC TIRE SERVICES	TREDROC TIRE SERVICES	1,893.25
			TOTAL:	54,782.50
			1011111.	34,102.30
WATER DEPT	OSCEOLA LIGHT & PO	RAZORBACK CONCRETE COMPANIES	WATER/INV#744214	772.75
mildi bari	obobota, promi a ro	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	264.17
		KENNEMORE HOME	WATER/INV#137772	14.66
		REMARKACIONE HOME		
		LEGAL SHIELD	WATER/137524	111.84
			07/10/2021	35.90
		O'REILLY AUTO STORES INC	WATER/INV#1183254366,	44.88
			WATER/INV#1183254368	27.30
			WATER/INV#118325 6388	9.45
			WATER/INV#118325 , 6391	127.23
			WATER/INV#118325 ,6394	43.82
		APF FBO TEMPS PLUS	6/21/INV#5191205	2,642.64
			INV#5193646/7/06/21	3,377.64
			INV#5195652/07/13/21	2,239.44
			07/20/2021-INV#5197867	2,001.72
		UTILITY SERVICE CO INC	UTILITY SERVICE CO INC	
		OTTELLI DERVICE CO INC	OTTETT SERVICE CO INC	11,526.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EFTPS	FICA W/H	506.92
			FICA W/H	552.80
			MEDICARE W/H	118.54
			MEDICARE W/H	129.28
		TRI STATE INDUSTRIAL SUPPLY INC.	WATER/INV#11157	54.67
		ARKANSAS DEPT OF HEALTH	ARKANSAS DEPT OF HEALTH	1,086.80
		DENVER'S REFRIGERATION	WATER/INV#1823-25505	214.51
		BLACK HILLS ENERGY	WATER/ACCT#2405 1118 13	26.60
		YIG ADMINISTRATION	JUNE2021/INV#29252	37.45
		CORE & MAIN	WATER/INV#0167863,	268.12
		CORE & FAIR	WATER/INV#0107003,	
				143.00
			WATER/INV#P089763,	462.55
			WATER/INV# PO90868,	198.00
			WATER/INV# P096248,	1,415.71
			WATER/INV# P131066,	698.26
		DDENNERG MID-COURT INC	WATER/INV# P134776	455.40
		BRENNTAG MID-SOUTH, INC.	SEWER/ INV#BMS899650	1,581.26
		AT&T	AT&T	2,027.59
		CONRAD JACKSON	CONRAD JACKSON	605.00
			TOTAL:	33,876.28
SEWER DEPT	OSCEOLA LIGHT & P	O BARTON'S OF OSCEOLA	SEWER/INV#7344555-1,	35.06
			SEWER/INV#7373562-1	26.27
		JIM ROSS TIRE SERVICE INC	INV#197541	44.00
			INV#, 696518,	22.00
		BUGMOBILE OF AR INC	SEWER/ACCT#3469/INV#108970	83.60
		FOUNTAIN PLUMBING	SEWER/INV#45690,	210.64
		Mark and Board Barton	SEWER/INV# 45726	113.80
		KENNEMORE HOME	SEWER/INV#137852	14.84
		Single committee ordinate	SEWER/INV#137493,	59.39
		LOWE'S BUSINESS ACCOUNT	SEWER INV#34749	702.28
		TENCARVA MACHINERY COMPANY	SEWER/INV#898394	265.48
		LEGAL SHIELD	07/10/2021	116.65
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	29.84
		ADEQ	INV#PDS-188404	200.00
		O'REILLY AUTO STORES INC	SEWER/INV#1183256215	52.78
			SEWER/INV#1183254227,	23.75
			SEWER/INV#1183254434	25.29
			SEWER/INV#118325,6439	9.88
		VERIZON WIRELESS	VERIZON WIRELESS	164.39
		ENTERGY	ACCT#129885943	41.46
		EFTPS	FICA W/H	619.05
			FICA W/H	553.03
			MEDICARE W/H	144.78
		ALC: YES COLORS AND THE SECTION AND THE SECTIO	MEDICARE W/H	129.35
		TRI STATE INDUSTRIAL SUPPLY INC.	SEWER/INV#8356,	0.54
			SEWER/INV#10389	89.06
		MISSISSIPPI COUNTY ELECTRIC CORP, INC.	WATER/ACCT#1010951	81.76
		BLACK HILLS ENERGY	SEWER/ACCT#2995 5000 39	30.98
			SEWER/ACCT#4671 3918 70	34.25
		YIG ADMINISTRATION	JUNE2021/INV#29252	37.34
		TREDROC TIRE SERVICES	WATER/INV#764000 2396	400.64
			TOTAL:	4,362.18
ADMINISTRATION	OSCEOLA LIGHT & PO	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	185.85
		QUILL CORP	INV#17548400,	275.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INV# 175539306	13.28
			INV#1758794,	21.99
			INV#17594206	35.16
			INV#17562879	21.55
		UNITED DADORI CEDULCE	INV#17582935	119.03
		UNITED PARCEL SERVICE	INV#E51641281	28.32
			INV#E51641241	11.22
		THOMAS SPEIGHT & NOBLE	JUNE/ID#15115	12,485.00
		LEGAL SHIELD	07/10/2021	37.90
		NEA BAPTIST CLINIC C/O DCC MED	12474122	45.00
		CHAMBER OF COMMERCE	2ND QUARTER 2021/	5,000.00
			UTILTY CREDIT	1,125.00
			MUSIC HERITAGE TOURISM	1,250.00
		U.S. POSTAL SERVICE	U.S. POSTAL SERVICE	486.36
			U.S. POSTAL SERVICE	385.26
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	19.92
		CITIZENS FIDELITY INS		
		CITIODAS EIDEBIII INS	PAYOR#07-0588716 DUE/08/07	17.33
		AMERICANO DICENNOS	PAYOR#07-0588716 DUE/08/07	9.62
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	327.21
		TYLER TECHNOLOGIES	7/01/21-INV#025-340304	1,000.00
		GREATAMERICA LEASING CORP	GREATAMERICA LEASING CORP	503.80
			GREATAMERICA LEASING CORP	126.51
		SCANTRON	INV#14918497	1,485.00
		ARKANSAS ONE-CALL SYSTEM INC	ADMIN/INV#0432917-IN	74.38
		MAIN STREET OSCEOLA, INC	2ND QUARTER 2021/INV#2	6,250.00
			2ND QUARTER 2021/INV#2	1,125.00
		SECURE ON SITE	ADMIN/INV#16493	75.00
		BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	629.85
		VERIZON WIRELESS	VERIZON WIRELESS	84.72
		EFTPS	FICA W/H	933.72
		Billo		
			FICA W/H	989.38
			MEDICARE W/H	218.36
		AGREST DETURNING & ABOUT AND AND ADDRESS OF THE PARTY OF	MEDICARE W/H	231.38
		OSCEOLA PRINTING & OFFICE SUPPLY	ENVELOPES/INV#1326	907.50
			COVID FLYERS/INV#1327	52.80
			OSCEOLA PRINTING & OFFICE	429.00
		S.H.I.F.T.	2ND QTR. SERVICE	1,125.00
		BLACK HILLS ENERGY	ADMIN/ACCT#2368913635/7/30	41.89
			ADMIN/ACCT#2370 1026 74	26.60
		CONCORD PUBLISHING HOUSE	#1760034/06/01/21-06/30/21	42.00
			#1760034/06/01/21-06/30/21	73.50
			#1760034/06/01/21 <b>-</b> 06/30/21	224.00
			#1760034/06/01/21-06/30/21	
		YIG ADMINISTRATION		73.50
			JUNE2021/INV#29252	67.30
		JONES SERVICE GROUP, INC.	INV#2158	660.00
		SALT GROUP OF ARKANSAS	INV#1141	165.55
		AT&T MOBILITY	AT&T MOBILITY	1,465.36
		AT&T	AT&T	476.92
		ADEQ - ASBESTOS PROGRAM	LUTHER WHITFIELD/RECERTIFI	115.00
			ED RICHARDSON/RECERTIFICAT	115.00
		HASTINGS LAWN SERVICE	INV#1142	135.00
			TOTAL:	41,823.53
NON-DEPARTMENTAL	CITY GENERAL FUND	ACSC	CS# 753128700 C NEWELL	232.00
			CS# 753128700 C NEWELL	232.00
			N.MOODY CS# 638974059	234.00
				231.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			N.MOODY CS# 638974059	234.00
			CASE# 418593212 J. RINEY	210.00
			CASE# 418593212 J. RINEY	210.00
			CS#893240601 N MOODY	200.00
			CS#893240601 N MOODY	200.00
			K.KEY CASE#751055322	144.00
			K.KEY CASE#751055322	144.00
			CS# 594189372	63.69
			CS# 594189372	63.69
			CS# 908264349 C MILLER	216.00
			CS# 908264349 C MILLER	216.00
			CASE#058477764 K.KEY	100.00
			CASE#058477764 K.KEY	100.00
		OSCEOLA FIRE DEPT	FIREMAN FUND	154.19
			FIREMAN FUND	213.62
		DEPT OF FINANCE	STATE W/H	5,397.47
			STATE W/H	285.02
			STATE W/H	108.99
			STATE W/H	5,351.46
		CITY PAYROLL	OPAR PY 07/01/21 BCS	6,011.31
			CITY PY 07/15/21 BCS	14,339.21
			CITY PY 07/15/21 REG DD	92,447.79
			ELECTED OFF PY REG DD 07/2	6,955.78
			ELECTED OFF PY BCS 07/25/2	1,434.02
			CITY RETIREE PY 07/25/2021	3,816.05
			STEVE C. PY BCS 07/19/2021	1,708.67
			CITY PY 07/29/21 BCS	15,055.92
			CITY PY 07/29/21 REG DD	90,471.84
		EFTPS	FEDERAL W/H	12,353.60
			FEDERAL W/H	1,123.18
			FEDERAL W/H	230.57
			FEDERAL W/H	12,415.67
			FICA W/H	7,179.63
			FICA W/H	660.43
			FICA W/H	162.10
			FICA W/H	6,815.51
			MEDICARE W/H	2,063.30
			MEDICARE W/H	154.45
			MEDICARE W/H	37.91
			MEDICARE W/H	2,043.19
			TOTAL:	291,790.26
ADMINICEDATION	CIMU CONCONI CUNO	DIVIENTAMA COUMBRY CLUB	TANKE TUNIOL POPO 10	100.10
ADMINISTRATION	CITY GENERAL FUND	RIVERLAWN COUNTRY CLUB	INV#JUN21DUES40	122.13
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	54.52
		BUGMOBILE OF AR INC	CITY GENERAL/INV#10897261	41.80
			CITY GENERAL/INV#10897873	41.80
			CITY GENERAL/INV#1089525	41.80
			OPAR/ACCT#6080/INV#1089734	66.00
		KENNEMORE HOME	OPAR/INV#137522,	90.85
		Table Called	INV#137672	606.85
		LEGAL SHIELD	07/10/2021	24.95
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	218.88
			#M01A1282021/ 07/10/21	75.68
		VERIZON WIRELESS	VERIZON WIRELESS	151.60
		EFTPS	FICA W/H	7.42
			FICA W/H	660.43

08-10-2021 03:21 PM		COUNCIL REPORT	PAGE:	6
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE W/H	1.73
			MEDICARE W/H	154.45
		RICHARD RHODES	RICHARD RHODES	2,665.00
		MAYOR SALLY WILSON	IN TOWN TRAVEL/JAN-JUNE 20	1,375.95
			OUT OF TOWN TRAVEL/JAN-JUN	472.92
		YIG ADMINISTRATION	JUNE2021/INV#29252	44.94
			JUNE2021/INV#29252	14.98
		MICHAEL W. GODSEY	OPAR/6/22/21	467.50
		CHARLES WATKINS CO.	CHARLES WATKINS CO.	2,664.00
			CHARLES WATKINS CO.	2,543.00
		DAVID BURNETT	JULY EXPENSES	1,675.00
		GARY'S PIZZA	SECOND INSTALLMENT/GRANT	3,000.00
			TOTAL:	17,284.18
POLICE DEPT	CITY GENERAL FUND	AR CRIME INFO CENTER	OPD/INV#18700692	102.24
		LEGAL SHIELD	07/10/2021	312.25
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	373.16
		CITIZENS FIDELITY INS	PAYOR#07-0588716 DUE/08/07	36.00
			PAYOR#07-0588716 DUE/08/07	26.00
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	474.63
		O'REILLY AUTO STORES INC	OPD/INV#1183255245,	8.79
			OPD/INV#1183255727,	109.49
			OPD/INV#1183255975,	51.33
			OPD/INV#1183255986	12.31
			OPD/INV#1183256286,	27.30
			OPD/INV#1183256655	433.73
			OPD/INV#1183256936,	84.02
4			OPD/INV#118 3256946,	38.14
		SECURE ON SITE	OPD/INV#16496	75.00
		VERIZON WIRELESS	VERIZON WIRELESS	607.64
		AT&T	AT&T 870-563-4165-663-3	707.53
		EFTPS	FICA W/H	3,317.41
			FICA W/H	3,060.43
			MEDICARE W/H	775.87
			MEDICARE W/H	715.74
		WEX FLEET UNIVERSAL	WEX FLEET UNIVERSAL	196.88
		YIG ADMINISTRATION	JUNE2021/INV#29252	203.23
		MARVELL CARR	MARVELL CARR	200.00
		BOB'S AUTO CENTER, LLC	OPD/INV#1105,	53.85
			OPD/INV#1125	46.15
			OPD/INV#1148	310.04
			OPD/INV#1155	41.80
		KING FAMILY TIRE & AUTO	OPD/INV#283549,	310.98
			OPD/INV#284121	310.98
		CARLOS MILLER	CARLOS MILLER	200.00
			TOTAL:	13,222.92
FIRE DEPT	CITY GENERAL FUND	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	261.02
		BUGMOBILE OF AR INC	FIRE/ACCT#17417/INV#108969	82.50
			FIRE/ACCT#17417/INV#108975	82.50
			FIRE/ACCT#17417/INV#108981	138.60
		FOUNTAIN PLUMBING	FIRE/INV#45738	17.33
		KENNEMORE HOME	FIRE/INV#137637	31.89
		LOWE'S BUSINESS ACCOUNT	FIRE/NV#22634,	39.84
		LEGAL SHIELD	07/10/2021	260.10
		NEA BAPTIST CLINIC C/O OCC MED	14068306	45.00

DEPARTMENT FUND	VENDOR NAME	DESCRIPTION	AMOUNT
	PETER HILL	UNIFORM REIMBURSTMENT	134.17
	AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	235.56
	DENVER'S LEASING INC	FIRE/INV#19904	148.51
	CITIZENS FIDELITY INS	PAYOR#07-0588716 DUE/08/07	37.59
	AUTOZONE	FIRE/INV#2396947559	
			14.40
	AT&T LONG DISTANCE	AT&T LONG DISTANCE	202.50
	AT&T	AT&T	259.71
	O'REILLY AUTO STORES INC	FIRE/INV#1183254147	6.03
		FIRE/INV#118 3254563	15.38
		FIRE/INV#118 3255935	2.95
	C & S CLEANING LLC	JUNE/INV#284070	573.43
	VERIZON WIRELESS	VERIZON WIRELESS	27.57
	G & W DIESEL/EVS	FIRE/INV#373134	48.79
	EFTPS	FICA W/H	213.02
		FICA W/H	229.88
		MEDICARE W/H	434.02
		MEDICARE W/H	503.02
	TRI STATE INDUSTRIAL SUPPLY INC.	FIRE/ INV#10393,	19.68
		FIRE/ INV# 10404	9.64
		FIRE/INV#11275	
	BLAKE MCCORMICK		86.46
		BLAKE MCCORMICK/UNIFORM	87.86
	MUNICIPAL EMERGENCY SERVICES	FIRE/INV#IN1596830	173.80
	BLACK HILLS ENERGY	FIRE/ACCT#3057 3803 32	36.45
	1224.1222 1.00.0000	FIRE/3058 0856 07	51.74
	DIAGNOSTIC OVERHEAD DOOR	FIRE/INV#197220	319.00
	YIG ADMINISTRATION	JUNE2021/INV#29252	120.84
	NAFECO	FIRE/PO# 212815	924.80
	AT&T MOBILITY	AT&T MOBILITY	1,677.03
	NAPA AUTO PARTS	iNV#53-095178/FIRE	184.07
		FIRE/S/CHGE3660	8.12
		TOTAL:	7,744.80
ARKS & RECREATION DEP CITY GENER		INV#,696527,	114.29
	WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	1,607.30
	BUGMOBILE OF AR INC	OPAR/ACCT#5868/INV#1089816	66.00
S & RECREATION DEP CITY GENERAL FUN		OPAR/ACCT#5868/INV#1089820	77.00
		OPAR/ACCT#5868/INV#1089820	57.20
		OPAR/ACCT#5868/2058150	35.20
	HAWKS USED CARS & AUTO	OPAR/INV#90679	32.95
	KENNEMORE HOME	INV#137635	140.78
		INV#137694	175.11
		PAST DUE BAL.	13.18
	LEGAL SHIELD	07/10/2021	78.75
	NEA BAPTIST CLINIC C/O OCC MED	11004632	
	MEN BAFILSI CLIMIC C/O OCC MED		45.00
	AMERICAN URBERAGO LICE	12474122	45.00
	AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	211.24
	CITIZENS FIDELITY INS	PAYOR#07-0588716 DUE/08/07	57.05
		PAYOR#07-0588716 DUE/08/07	26.00
			62.31
	O'REILLY AUTO STORES INC	GOLF/INV#1183255437 001	35.17
	APF FBO TEMPS PLUS	6/21/INV#5191205	924.00
		INV#5193646/7/06/21	1,047.20
		INV#5195652/07/13/21	1,386.00
		07/20/2021-INV#5197867	1,386.00
	DNG DOUIDHENE EINANGE	PNC EQUIPMENT FINANCE	
*	PNC EQUIPMENT FINANCE	PNC EQUIPMENT FINANCE	1,434.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	VERIZON WIRELESS	139.06
		EFTPS	FICA W/H	778.77
			FICA W/H	789.27
			MEDICARE W/H	182.12
			MEDICARE W/H	
		TOT CTATE INDUCTOTAL CUDDLY INC		184.58
		TRI STATE INDUSTRIAL SUPPLY INC.	OPAR/INV#10475	181.28
		HOG WILD PYROTECHNICS	JULY 4TH FIREWORKS/ 2021	16,871.00
		YIG ADMINISTRATION	JUNE2021/INV#29252	37.45
		MICHAEL W. GODSEY	OPAR/6/16/21	314.27 29,829.88
			TOTAL.	25,025.00
MUNICIPAL COURT	CITY GENERAL FUND	EFTPS	FICA W/H	248.79
			FICA W/H	248.79
			MEDICARE W/H	58.18
			MEDICARE W/H	58.18
		YIG ADMINISTRATION	JUNE2021/INV#29252	22.47
			TOTAL:	636.41
JAIL DEPARTMENT	CITY GENERAL FUND	H & H BUSINESS MACHINES	ODD / TNU#120270	02.50
CALL DELAKTRENT	CITI GENERAL TOND	II & II DUSINESS MACHINES	OPD/INV#139378,	93.50
			OPD/INV#139433,	2,090.00
			OPD/INV#1139490	571.22
			OPD/INV#139528,	110.00
			OPD/INV# 139529	110.00
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	131.09
		BUGMOBILE OF AR INC	OPD/ACCT#3470/INV#10896723	30.25
			OPD/ACCT#3470/INV#10897049	30.25
			OPD/ACCT#3470/INV#10897599	30.25
			OPD/ACCT#3470/INV#10898001	30.25
			OPD/ACCT#3470/INV#10897763	30.25
			OPD/ACCT#3470/INV#10898301	30.25
		HENDERSON HEAT & AIR	JAIL/INV#2618,	70.00
			JAIL/INV#2624	251.07
			JAIL/INV#2614	1,800.00
		OPD OFFICERS CLUB	REIMBURSEMENT BREAD	104.72
		ERVIN ENTERPRISE	OPD/INV#3136	24.79
		LEGAL SHIELD	07/10/2021	24.95
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	59.80
		EFTPS	FICA W/H	617.67
			FICA W/H	581.87
			MEDICARE W/H	144.46
			MEDICARE W/H	
		YIG ADMINISTRATION		136.08
		HILAND DAIRY FOODS	JUNE2021/INV#29252	44.94
		HILAND DAIRI FOODS	JAIL/ INV#5460611	91.76
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
CODE ENFORCEMENT	CITY GENERAL FUND	KENNEMORE HOME	CE/INV#137727,	22.87
			CE/INV#137750	111.31
		O'REILLY AUTO STORES INC	CE,/INV#1183252215,	148.49
		EFTPS	FICA W/H	205.23
			FICA W/H	205.23
			MEDICARE W/H	47.99
			MEDICARE W/H	47.99
		iWORKQ	iWORKQ	3,500.00
		APES	APES	150.00
			APES	
				150.00
			TOTAL:	4,589.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
GOLF COURSE FUND	CITY GENERAL FUND	BUGMOBILE OF AR INC	GOLF/ACCT#15974/INV#108972	71.50
			GOLF/ACCT#15974/INV#108978	71.50
			GOLF/ACCT#15974/INV#108983	71.50
		SMITH TIRE & AUTO INC	GOLF/INV#62179	11.00
		DENVER'S LEASING INC	GOLF/INV#19982	110.00
		RITTER COMMUNICATIONS	GOLF/ACCT#00215058-3	180.40
		O'REILLY AUTO STORES INC	GOLF/INV#1183253326	72.41
		APF FBO TEMPS PLUS	6/21/INV#5191205	924.00
			INV#5193646/7/06/21	854.70
			INV#5195652/07/13/21	669.90
			07/20/2021-INV#5197867	924.00
		PNC EQUIPMENT FINANCE	PNC EQUIPMENT FINANCE	1,489.40
		VERIZON WIRELESS	VERIZON WIRELESS	85.66
		REGAL CHEMICAL CO	GOLF/INV#0488797	369.80
		EFTPS	FICA W/H	214.77
			FICA W/H	214.77
			MEDICARE W/H	50.23
		MEDICARE W/H	50.23	
		YIG ADMINISTRATION	JUNE2021/INV#29252	14.98
		AT&T MOBILITY	AT&T MOBILITY	343.91
		PARMAN ENERGY GROUP	GOLF/INV#0966530-IN	994.95
			TOTAL:	7,789.61
ANIMAL CONTROL FUND	CITY GENERAL FUND	JIM ROSS TIRE SERVICE INC	INV#197520,	655.60
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	2,836.14
		KENNEMORE HOME	AS/INV#137557,	75.74
			AS/INV# 137682,	30.29
			AS/INV#137691	151.47
•			AS/INV#137803	21.98
			AS/INV#137804	121.18
		APF FBO TEMPS PLUS	07/20/2021-INV#5197867	161.70
		VERIZON WIRELESS	VERIZON WIRELESS	110.05
		EFTPS	FICA W/H	155.09
			FICA W/H	135.82
			MEDICARE W/H	36.27
			MEDICARE W/H	31.77
		YIG ADMINISTRATION	JUNE2021/INV#29252	7.49
			TOTAL:	4,530.59
STREET DEPT	STREET FUND	JIM ROSS TIRE SERVICE INC	INV#785943	186.94
		MISS CO COURTHOUSE	JUNE, 2021/	113.72
		WALMART COMMUNITY BRC	WALMART COMMUNITY BRC	300.75
		BUGMOBILE OF AR INC	STREET/INV#10898029	17.60
		NEXAIR LLC	STREET/SANT/ACCT#05343/	104.15
			STRETT/INV#08948444	182.58
		HENARD UTILITY PRODUCTS	STREET/CLIPPER/INV#1067661	660.34
		LEGAL SHIELD	07/10/2021	79.70
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	110.16
		DENVER'S LEASING INC	STREET/SANT./INV#19831	59.96
		CITIZENS FIDELITY INS		23.47
			PAYOR#07-0588716 DUE/08/07	13.00
			PAYOR#07-0588716 DUE/08/07	11.09
		RITTER COMMUNICATIONS	STREET/SANT/ACCT#00055446-	113.16
		APF FBO TEMPS PLUS	6/21/INV#5191205	2,829.75
			INV#5193646/7/06/21	1,848.00

10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			07/20/2021-INV#5197867	1,848.00
		VERIZON WIRELESS	VERIZON WIRELESS	53.40
		EFTPS	FICA W/H	782.34
			FICA W/H	162.10
			FICA W/H	723.11
			MEDICARE W/H	182.96
			MEDICARE W/H	37.91
			MEDICARE W/H	169.11
		STRIBLING EQUIPMENT, LLC.	STREET/INV#C2611638/DOZER	341.55
		YIG ADMINISTRATION	JUNE2021/INV#29252	75.90
		TREDROC TIRE SERVICES	INV#764000 2250,	926.26
			INV#764000 2251,	470.51
			INV#764000 2325	473.51
			INV#764000 2326	309.73
		HEAVYQUIP	HEAVYQUIP	1,589.50
		-	TOTAL:	17,264.26
NON-DEPARTMENTAL	SANITATION FUND	BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	3 702 00
non barrantianian	J. 111111111111111111111111111111111111	DANCONTOCOTA EQUIT TIMANCE	BANCORPSOUTH EQUIP FINANCE	3,782.80
				3,291.40
			BANCORPSOUTH EQUIP FINANCE BANCORPSOUTH EQUIP FINANCE	1,778.59
			TOTAL:	1,990.00
			IOIAL:	10,842.79
SANITATION	SANITATION FUND	MISS CO COURTHOUSE	JUNE, 2021/ACCT#1010	21,278.19
	BUGMOBILE OF AR INC	/SANT/INV#10898029	17.60	
		KENNEMORE HOME	SANT/INV#137760,	15.79
			SANT/INV# 137822,	8.58
			SANT/INV#137883	17.59
		NEXAIR LLC	STREET/SANT/ACCT#05343/	104.14
		LEGAL SHIELD	07/10/2021	80.70
		AMERICAN HERITAGE LIFE	#M01A1282021/ 07/10/21	80.84
		DENVER'S LEASING INC	STREET/SANT./INV#19831	59.95
		ADEQ	SANT/CERTIFICATE/	650.00
		RITTER COMMUNICATIONS	STREET/SANT/ACCT#00055446-	113.15
		O'REILLY AUTO STORES INC	SANT/INV#1183255574	13.61
		APF FBO TEMPS PLUS	6/21/INV#5191205	589.05
			INV#5193646/7/06/21	1,574.65
			INV#5195652/07/13/21	1,580.60
			07/20/2021-INV#5197867	1,478.40
		BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	563.83
			BANCORPSOUTH EQUIP FINANCE	870.27
			BANCORPSOUTH EQUIP FINANCE	285.49
		ALCOHOLO COLLONIO	BANCORPSOUTH EQUIP FINANCE	457.12
		VERIZON WIRELESS	VERIZON WIRELESS	33.87
		EFTPS	FICA W/H	639.12
			FICA W/H	626.34
			MEDICARE W/H	149.47
			MEDICARE W/H	146.49
		YIG ADMINISTRATION	JUNE2021/INV#29252	44.94
		TREDROC TIRE SERVICES	INV#7640002249	528.17
			INV#764000 2324	677.33
			INV#764000 2363	306.79
			TOTAL:	32,992.07
PEST CONTROL FUND	SANITATION FUND	VECTOR DISEASE CONTROL	07/01/21-07/31/21	7,875.45

NON-DEPARTMENTAL

FUND

DEPARTMENT

COUNCIL REPORT

PAGE: 11

DESCRIPTION AMOUNT HEALTH INSURANCE FIRE PENS 19.40 HEART STROKE FIRE PENSION 100.44 LIFE INSURANCE-FIRE PENSIO 18.96 FIRE FUND 5,028.66 DENTAL FIRE PENSION 164.18 VISION FIRE PENSION 45.16 FEDERAL W/H 1,392.00 TOTAL: 6,768.80

===	====== FUND TOTALS	
01	OSCEOLA LIGHT & POWER	1,813,824.79
02	CITY GENERAL FUND	384,657.18
03	STREET FUND	17,264.26
04	SANITATION FUND	51,710.31
07	FIREMEN'S PENSION FUND	6,768.80
	GRAND TOTAL:	2,274,225.34

VENDOR NAME

FIREMEN'S PENSION CITY GENERAL FUND

**EFTPS** 

TOTAL PAGES: 11

08-10-2021 03:21 PM

COUNCIL REPORT

PAGE: 12

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: 0/00/0000 THRU 99/99/9999 CHECK DATE: 7/01/2021 THRU 7/31/2021

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: N

REPORT TITLE: COUNCIL REPORT

SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES INCLUDE OPEN ITEM:NO

# RESOLUTION NO. 2021-\_\_\_\_

A RESOLUTION REPLACING THE ROOF AT OSCEOLA FIRE STATION #1
WHEREAS, the City of Osceola Fire Department's roof at Station #1 needs replacing; and
WHEREAS, the City published competitive bid ad on June 10th, opened bids on June 24th; and
WHEREAS, Jonesboro Roofing's bid is \$89,906 and Quality Roofing bid is \$111,178; and
WHEREAS, both bids are included in the monthly council meeting packet; and
WHEREAS, the Finance Committee recommends that this quote be accepted.
NOW THERFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the Mayor is hereby authorized to accept the lower bid.  Acquist
PASSED AND APPROVED THIS DAY OF JULY, 2021.
Sally Wilson, Mayor
A'I'TEST:

Jessica Griffin. City Clerk

Fire Station roof bids are located in the July 19, 2021 minutes.

RESC	LUTI	ON N	0.

# RESOLUTION TO ADOPT NEW POLICY AND PROCEDURE MANUAL FOR CITY OF OSCEOLA FIRE DEPARTMENT

WHEREAS, the City of Osceola, Arkansas wishes to revise certain Policies and Procedures for Fire Department employees.

**NOW, THEREFORE**, be it resolved by the City Council of the City of OSCEOLA, Arkansas, as follows:

SECTION I. The Fire Department Policies and Procedures adopted by the City Council prior to July 19, 2021 for Fire Department employees of the City of Osceola, Arkansas are hereby repealed. The Fire Department Policy and Procedure Manuel dated August 16, 2021 for all Fire Department employees is hereby adopted and shall be in full force effective August 16, 2021.

**SECTION II.** There shall be hereafter one Policy and Procedure Manual for Osceola Fire Department that shall apply to Fire Department employees. The Policies and Procedures contained within are fundamental in character and are designed for the convenience and protection of all employees, as well as to ensure professional, efficient and ethical practices.

**SECTION III.** All Rules and Regulations, City of Osceola Fire Department Policies and Procedures, and Resolutions, or parts thereof, in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 16th day of August 2021.

	CITY OF OSCEOLA, ARKANSAS
	Ву:
	Sally Longo Wilson, Mayor
ATTEST:	
Jessica Griffin, City Clerk	

Proposed Osceola Fire Department policy manual is located in the July 19, 2021 minutes.

R	ES	OL	UT	ON	NO.	
-	_					

# RESOLUTION TO ADOPT A NET-METERING POLICY FOR OSCEOLA MUNICIPAL LIGHT AND POWER

WHEREAS, the City of Osceola, Arkansas wishes to establish rules for net energy metering and interconnection for Osceola Municipal Light and Power

**NOW, THEREFORE**, be it resolved by the City Council of the City of OSCEOLA, Arkansas, as follows:

SECTION I. The OMLP Net Metering Policy for Osceola Light and Power and dated August 16, 2021 is hereby adopted and shall be in full force effective August 16, 2021.

**SECTION II.** All Rules and Regulations, regarding net metering and Resolutions, or parts thereof, in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 16 day of August 2021.

	CITY OF OSCEOLA, ARKANSAS
	Ву:
	Sally Longo Wilson, Mayor
ATTEST:	
Jessica Griffin, City Clerk	

# OMLP NET-METERING POLICY



OSCEOLA, AR

August 2021

# **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
Rule 2.06.	Generation above Net Metering Limits

# **SECTION 3. DISTRIBUTED GENERATION REQUIREMENTS**

Rule 3.01.	OMLP Requirements
Rule 3.02.	Metering Requirements
Rule 3.03.	Distributed Generation Application
Rule 3.04.	Billing for Distributed Generation
Rule 3.05.	Use of Distribution System
Rule 3.06.	Renewable Energy Credits

# SECTION 4. INTERCONNECTION OF NET METERING FACILITIES TO OMLP ELECTRIC POWER SYSTEM

Rule 4.01.	Requirements for Preliminary Interconnection Review Request
Rule 4.02.	Requirements for Initial Interconnection
Rule 4.03	Requirements for Commissioning Test and Report.
Rule 4.04.	Requirements for Modifications or Changes to a Net Metering Facility
Rule 4.05.	Requirement for New Customer at Location to Comply with Registration
Rule 4.06.	Requirements for Periodic testing

#### APPENDIX

Preliminary Interconnection Review Request Standard Interconnection Agreement for Net Metering Facilities Interconnection Agreement Terms and Conditions Net-Metering Fees 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, capacity, and similar costs that, but for the generation of electricity by a customer, OMLP would be required to generate 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 Resource**

An electric generator powered by one or more organic fuel sources that can either be processed into synthetic fuels or burned directly, 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.

#### **Distributed Generation Facility**

The real and personal property comprising an electric generation resource that:

- I. 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;
- 2. Does not qualify for Net-Metering;
- 3. Has a generating capacity (kW) that does not exceed the Distributed Generation Customer's lowest monthly peak (kW);
- 4. Will not generate more energy (kWh) than is consumed by the Distributed Generation Customer during a Billing Period;
- 5. ls located in the OMLP service territory;
- 6. Can operate in parallel with OMLP's existing transmission and distribution facilities; and
- 7. Is primarily intended to advance the Distributed Generation Customer's renewable energy goals and offset the Distributed Generation Customer's cost of electricity.

#### **Distributed Generation Customer**

The owner of a Distributed Generation Facility.

#### **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 Resource

An electric generator powered by a steam turbine. The steam is generated in the earth by heat from the earth's magma.

#### Hydroelectric Resource

An electric generator powered by a water wheel. The water wheel is driven by falling water.

#### **Illegal Facility**

Means any generating facility that is connected to OMLP's distribution system without a permit or proper authority.

#### **Interconnecting Customer**

Either a Net Metering Customer or a Distributed Generation Customer.

#### Interconnecting Facility

Either a Net-Metering Facility or a Distributed Generation Facility.

#### Micro Turbine Resource

An electric generator powered by a small combustion turbine.

#### **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 Customer**

An owner of a Net -Metering Facility.

#### **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 ten kilowatts (10kW) or one hundred percent (100%) of the net-metering customer's highest monthly usage in the previous twelve (12) months for residential use or one hundred (100) 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.

#### **Qualifying Facility**

A cogeneration facility or a small power production facility which meets qualifying status under the cogeneration rules adopted by the Arkansas Public Service Commission pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA") and the rules and regulations of the Federal Energy Regulatory Commission promulgated under that Act.

#### 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 Resource

An electric generator powered by the collection, transfer and or storage of the sun's heat or light.

#### Wind Resource

An electric generator 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 Boardapproved 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.

#### Rule 1.05 Prohibited Conduct

- A. The interconnection of an Illegal Facility is hazardous to OMLP's employees and others. The interconnection of an Illegal Facility with OMLP's distribution system is declared to be a violation that is continuous in nature. Any person who owns, operates, maintains, or connects an Illegal Facility shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) per day nor more than five hundred dollars (\$500.00) per day while such Illegal Facility is connected to OMLP's distribution system.
- B. Except as described in Rule 1.07A, violations of this ordinance are declared to be detrimental to the public welfare. Any person violating a provision of this ordinance other than Rule 1.07A shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) nor more than one thousand dollars (\$1,000.00), and twice such amounts for a repeated violation.
- C. In addition to all other remedies available, OMLP may completely disconnect (load and generation) any person or customer who owns, operates, maintains, or connects an Illegal Facility and keep them disconnected until:
  - 1. The Illegal Facility has been dismantled or a proper application for connection has been submitted to OMLP; and

2. The customer has paid a reconnection fee of two hundred fifty dollars (\$250.00) per location disconnected pursuant to this Rule 1.07.

#### Rule 1.06 Grandfathering

A. A customer who installed a Net Metering Facility prior to the adoption of these rules may continue to operate under the rules that were effective at the time of installation for twenty (20) years following the installation of the Net Metering Facility or ten (10) years following the adoption of these Rules, whichever ends soonest.

#### **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 netted.

- 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 expire and shall zero out.

#### 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.

#### Rule 2.06 Generation above Net Metering Limits

Net-Metering shall not be used in conjunction with any generation facility having greater capacity than the limits of Net-Metering Facilities. Any customer who desires to install solar, wind, hydroelectric, geothermal, or biomass resources to generate electricity (including, but not limited to, fuel cells and micro turbines that generate electricity entirely from renewable resources) that have a cumulative generating capacity greater than the limits of the Net-Metering Facilities, may apply to install a Distributed Generation Facility.

#### SECTION 3. DISTRIBUTED GENERATION REQUIREMENTS

## Rule 3.01 OMLP Requirements

OMLP may allow Distributed Generation Facilities to be interconnected using separate meters for load and generation. OMLP will not allow a Distributed Generation Facility to be interconnected using a meter that measures both electric consumption and generation. OMLP will not allow a Distributed Generation Facility to be interconnected that will jeopardize reliability of the distribution system, back feed electricity on the bulk electric system, or otherwise the rights and obligations of OMLP.

#### Rule 3.02 Metering Requirements

A. Separate meters shall be installed to accurately measure the electricity supplied by OMLP to each Distributed Generation Customer and to accurately measure the electricity generated by each Distributed Generation Customer that is fed to OMLP. The customer is responsible for the cost of the additional meter used to measure generation.

B. Accuracy requirements for meters 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 Distributed Generation Facility is placed in operation.

Rule 3.03 Distributed Generation Application

A. A customer may file an application with OMLP to install a Distributed Generation Facility so long as the proposed Distributed Generation Facility:(1) will have a generating capacity (kW) that does not exceed the Distributed Generation Customer's annual average load; and (2) will not generate more electricity (kWh) than is consumed by the Distributed Generation Customer during any Billing Period.

- B. The application shall, at a minimum, include:
  - 1. A description of the proposed Distributed Generation Facility including:
    - a. Project narrative;
    - b. Project location (street address and coordinates);
    - c. Generator type (wind, solar, hydro, etc.);
    - d. Generator rating in kW (DC or AC);
    - e. Capacity factor;
    - f. Point of interconnection with OMLP;
    - g. Single Phase or Three Phase interconnection;
    - h. Planned method of interconnection consistent with Rule 4.01.B;
    - i. Expected facility performance calculated using an industry recognized simulation model (PVWatts, etc);
  - 2. Evidence that the Distributed Generation Facility: (1) will have a generating capacity (kW) that does not exceed the Distributed Generation Customer's annual average load; and (2) will not generate more electricity (kWh) than is consumed by the Distributed Generation Customer during any Billing Period. Evidence will be in the form of:
    - a. The monthly electric bills for the 12 months prior to filing the Distributed Generation application, or
    - b. in the absence of historical data, reasonable estimates for the class and character of service may be made;
    - 3. A copy of the Preliminary Interconnection Review Request, with applicable fees, submitted to OMLP and the results of OMLP's interconnection site review.

#### Rule 3.04 Billing for Distributed Generation

A. On a monthly basis, each Distributed Generation Customer shall be billed all charges applicable under the currently effective standard rate schedule and any appropriate rider schedules.

B. On a monthly basis, OMLP shall credit at OMLP's estimated annual average Avoided Cost rate, all kWhs supplied to OMLP by a Distributed Generation Customer, provided that OMLP shall not, during any Billing Period, purchase more kWhs of electricity than is consumed by the Distributed Generation Customer.

C. OMLP shall not provide credits or make payments to any Distributed Generation Customer with a delinquent account or that ceases to consume electricity.

#### Rule 3.05 Location

Distributed Generation Facilities will typically be collocated with a Distribution Generation Customer's load within the service territory of OMLP. Customers that own Distributed Generation Facilities that are not collocated with the customer's load must pay applicable wheeling charges to OMLP.

#### Rule 3.06 Renewable Energy Credits

Any Renewable Energy Credit created as a result of electricity supplied by a Distributed Generation Customer is the property of the Distributed Generation Customer that generated the Renewable Energy Credit.

# SECTION 4. INTERCONNECTION OF NET METERING FACILITIES TO OMLP ELECTRIC POWER SYSTEM

#### Rule 4.01 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 4.01.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: (1) comply with applicable land use, zoning, control of development and building regulations; and (2) execute a Standard Interconnection Agreement prior to interconnection of the facility.

#### Rule 4.02. Requirements for Initial Interconnection

- A. Interconnecting Customers shall execute a Standard Interconnection Agreement prior to interconnection with OMLP's facilities.
- B. Interconnecting facilities 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 an Interconnecting Customer from back-feeding a de-energized line, Interconnecting Facilities shall have a visibly open, lockable, and manual disconnect switch which is accessible by OMLP and clearly labeled. In addition, the Interconnecting 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 4.03** 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 overvoltage's 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 4.04. 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 4.05. 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.

#### <u>Rule 4.06</u> Requirements for Periodic testing.

The customer shall complete a visual inspectional 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.

## **SECTION 5. FORMS AND REPORTING**

#### Rule 5.01 Standard Forms

Typical standard agreements used by OMLP for interconnection are attached as annexes to these Rules as the Preliminary Interconnection Site Review Request (Appendix A) and the Standard Interconnection Agreement (Appendix B). The Osceola Mayor may administratively update or improve these forms from time-to-time, in a manner consistent with this regulation.

#### Rule 5.02 Reporting Requirements

A report shall periodically made to the Council describing the number of facilities interconnected with the OMLP distribution system.

# PRELIMINARY INTERCONNECTION REVIEW REQUEST

A. Standard Information	
1. Customer Information:	
Name:	
Mailing Address:	
City:	State: Zip Code:
Phone Number:	Email:
Project Manager/Contractor:	
Phone Number:	Email:
2. Generation Facility Informat	ion:
Location (if different from above):	
Expected Point of Interconnection:	
System Type (select one):	☐ Wind ☐ Hydro ☐ Biomass
☐ Fuel Ce	ell 🗆 Micro Turbine 🗆 Geothermal
Generator Type: ☐ Single Phase	-or-   Three Phase
Report data belo	w in Alternating Current (AC).
Expected Generator Power Rating (kW):	
Expected Annual Energy Production (kW	/h):
3. Interconnection Information	
Attach a detailed electrical diagram show	wing the configuration of all generating facility
equipment, including protection and con-	trol schemes.
Requested Point of Interconnection:	
Customer-Site Load (kW) at Net-Meterin	ng 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 ANNUAL AVERAGE 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.

#### **B. 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	FOR OMLP USE ONLY	
Signature:	APPROVED	
Printed Name:	DISAPPROVED	
Date:	Signature	_ Date:

### STANDARD INTERCONNECTION AGREEMENT

Name:   Mailing Address:   State:   Zip Code:   Phone Number:   Email:   Electric Account Number to which the Net-Metering Facility is attached:
Mailing Address:  City: State: Zip Code:
City:
Phone Number: Email:
Caneration Facility Information:   Location (if different from above):
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:  *Attach a detailed electrical diagram of the Net-Metering Facility*  3. Installation Information  Electrical Contractor: License Number:  Installed by: Qualifications/Credentials:  Mailing Address:
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:
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:
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:  **Attach a detailed electrical diagram of the Net-Metering Facility*  3. Installation Information  Electrical Contractor: License Number:  Installed by: Qualifications/Credentials:  Mailing Address:
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:  *Attach a detailed electrical diagram of the Net-Metering Facility*  3. Installation Information  Electrical Contractor: License Number:  Installed by: Qualifications/Credentials:  Mailing Address:
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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:
Generation Power Rating (kW):
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:
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:
Inverter Location:  Manual Disconnect Location:  *Attach a detailed electrical diagram of the Net-Metering Facility*  3. Installation Information  Electrical Contractor:
Manual Disconnect Location:  *Attach a detailed electrical diagram of the Net-Metering Facility*  3. Installation Information  Electrical Contractor:
*Attach a detailed electrical diagram of the Net-Metering Facility*  3. Installation Information  Electrical Contractor:License Number:  Installed by:Qualifications/Credentials:  Mailing Address:
3. Installation Information  Electrical Contractor:License Number:  Installed by:Qualifications/Credentials:  Mailing Address:
Electrical Contractor:License Number:  Installed by:Qualifications/Credentials:  Mailing Address:
Installed by:Qualifications/Credentials: Mailing Address:
Mailing Address:
City.
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:
Facility Interconnection Approved:Date:
Metering Facility Verified: Date:

#### **B. 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.
- 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 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 meter and OMLP's any related interconnection equipment рег 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 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 Customer's approval to operate the Interconnecting Facility in parallel with the OMLP's electrical system should not be construed as an endorsement, confirmation, representation warranty. guarantee, or 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, Standard including a revised 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 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. 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 CUSTOMER SHALL person or entity. 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 PERSONS OR INJURY 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 CONNECTIONWITH 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 INTERCONNECTING FACILITY COULD OCCUR IN THE FUTURE. INTERCONNECTING **FACILITY** OWNERS ARE ADVISED THAT THEY AWARE OF MUST REMAIN AND COMPLIANT WITH ALL LAWS AND REGULATIONS.

#### 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 ANNUAL AVERAGE 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:	

#### **NET-METERING FEES**

Net Metering Application Fee \$100.00
Net Metering Interconnection Fee\$250.00
Net-Metering Every 3 Years Inspection Fee\$100.00
Distributed Generation Application Fee\$250.00
Distributed Generation Interconnection Fee\$1,000.00
Distributed Generation 3 Years Inspection Fee\$250.00

Note: Wheeling charges applicable to distributed generators that are separated from load will be based on the cost-share of facilities used to route electricity between the custamer's generation and load.

## INTERCONNECTION TIMELINE

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

WHEREAS, The City of Osceola, Arkansas seeks to improve the recreation facilities and wishes to seek grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to develop and/or improve the site for such a recreation area, it is necessary to obtain an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage and Tourism; and

WHEREAS, the plans for such recreation areas have been prepared and the price therefore has been established; and

WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained within the Outdoor Recreation Matching Grant Application Guide, including, but not limited to, the following;

- the park area defined by the project boundary map, submitted with the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and;
- all future overhead utility lines within the project boundary must be placed underground and;
- the project area must remain open and available for use by the public at all reasonable times of the day and year;
- facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and;
- the project area must be kept clean, maintained, and operated in a safe and healthful manner, and;
- the City is well aware and apprised of the above-mentioned project, and will provide the local portion of the development cost of the entire project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Osceola, Arkansas that the Mayor is hereby authorized to make application to the Arkansas Department of Parks, Heritage and Tourism for assistance to develop recreational facilities for the City.

Passed this	day of	, 2021.	
APPROVED _		, Mayor	, Clerk



## **PROPOSAL**

#### 6881 APPLING FARMS PARKWAY MEMPHIS TENNESSEE 38133

ebennett@bobladd.com

Date

Quotation To: City of Osceola Golf Course

Date:

1/21/2021

#### Reference Turf Equipment

Quantity	E PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR Equipment Specifications	Price Ea.	Total
1	Club Car Carryall 700 Utility Vehicle  14hp Kohler EFI gas engine, 4 wheel brakes, aircraft grade aluminum frame, chassis & cargo box, ArmorFlex body, 12V power outlet, halogen headlights, premium til differential guard, brush guard, hitch, electric bed lift system standard.	(	\$ 12,486.00
	* Price does not include any applicable taxes.		
TERMS	F.O.B	DELIVERY	
Prices quote	ed are those in effect at the time of quotation. This quotation is subject t	o acceptance within 15 days.	
ACCEPTE	D:	Yours Very Trul	/.
Company			100
Ву		rnie Ber	nett
Title			

LADD'S



# **INVITATION TO BID**

The City of Osceola, Arkansas will receive sealed bids for the purchase of a Club Car Carryall 700 Utility Vehicle.

For more information on vehicle specifics please contact Michael Ephlin at 870-622-5065.

Sealed bids will be received at the office of the Mayor, located at 303 W.
Hale Ave., Osceola, AR 72370 until 10 a.m. on Thursday, February 25, 2021.
At that time, all bids will be opened and read aloud. The City of Osceola,
Arkansas reserves the right to increase or decrease the amount or to reject
any or all bids and waive formalities what-so-ever. The City of Osceola,
Arkansas is an Equal Opportunity Employer.

Published: February 11, 2021

Mayor Sally Longo Wilson

#### RESOLUTION NO. 2021-\_\_\_\_

#### A RESOLUTION REPAIRING THE ROOF AT OSCEOLA POLICE STATION

WHEREAS, the City of Osceola Police Department's roof needs repairing; and
WHEREAS, the City published a competitive bid ad on July 29th, opened bids on Aug. 12th; and
WHEREAS, Mike Costello was the only bid and it was for \$8,625; and
WHEREAS, this bid is included in the monthly council meeting packet; and
WHEREAS, the Police and Fire Committee recommends that this quote be accepted.
NOW THERFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA. ARKANSAS that the Mayor is hereby authorized to accept this bid.
PASSED AND APPROVED THIS DAY OF AUGUST 2021.
<del></del>
Sally Wilson, Mayor
A'I'TEST:
Jessica Griffin. City Clerk

Contractors Invoice
D JEAKS MIRCOF
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# RESOLUTION TO ADOPT NEW POLICY AND PROCEDURE MANUAL FOR CITY OF OSCEOLA POLICE DEPARTMENT

WHEREAS, the City of Osceola, Arkansas wishes to revise certain Policies and Procedures for Police Department employees.

NOW, THEREFORE, be it resolved by the City Council of the City of OSCEOLA, Arkansas, as follows:

SECTION I. The Police Department Policies and Procedures adopted by the City Council on December 30, 2020. for Police Department employees of the City of Osceola, Arkansas is hereby repealed. The Police Department Policy and Procedure Manuel dated August 16, 2021 for all Police Department employees is herby adopted and shall be in full force effective August 16, 2021.

SECTION II. There shall be hereafter one Policy and Procedure Manual for Osceola Police Department that shall apply to Police Department employees. The Policies and Procedures contained within are fundamental in character and are designed for the convenience and protection of all employees, as well as to ensure professional, efficient and ethical practices.

**SECTION III.** All Rules and Regulations, City of Osceola Police Department Policies and Procedures, and Resolutions, or parts thereof, in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 16th day of August 2021.

	CITY OF OSCEOLA, ARKANSAS
	Ву:
	Sally Longo Wilson, Mayor
ATTEST:	
Jessica Griffin, City Clerk	

## **Types of Policy Offenses**

#### and

### **Disciplinary Action**

#### Types of Policy Offenses:

#### 1) Severe Offenses:

- a. Definition of <u>Severe Offenses</u> is any and all offenses that are deemed so outrageous that no warning, written reprimand, or suspension would be appropriate as a course of punishment. The most appropriate punishment is longterm suspension without pay or termination.
- b. Definition of long-term suspension is: any unpaid suspension time that lasts longer than ten scheduled work days.
- c. Following is the list of Severe Offenses for the Osceola Police Department, offenses not listed here may still be considered Severe Offenses based on the findings of the Chief of Police.
  - i. Being charged with a felony crime by the Osceola Police Department or any other law enforcement agency.
  - ii. Being convicted of a misdemeanor crime other than a traffic violation.
  - iii. Truthfulness is defined as the purposeful manipulation of facts. Manipulation by the creation of false statements, allegations, testimony or evidence. Manipulation by withholding true statements, testimony or evidence.
  - iv. Being under the influence of illegal narcotics while on duty.
  - v. Found to be in the possession of illegal narcotics with the intent to sell.
  - vi. Consuming alcohol to the point that you cannot preform your duties while on CID or Admin on call. Coming to work while under the influence of alcohol to the point that you are above a .04 BAC on a breathalyzer.
  - vii. Three or more Major Infractions as defined within this policy.
  - viii. Five or more Minor Infractions as defined within this policy.

#### 2) Major Infractions

- a. Definition of a Major Infraction is any and all offenses that are serious in nature but are not considered Severe Offenses or Minor Infractions. Offenses that are serious enough in nature to cause disciplinary actions to start with a one-day suspension without pay and build up to Severe Offenses status.
- b. Following is the list of Major Infractions for the Osceola Police Department, offenses not listed here may still be considered Major Infractions based on the findings of the Chief of Police.

- i. Being charged with any misdemeanor crime by the Osceola Police Department or any other law enforcement agency.
- Releasing information that is sensitive in nature or deemed important to an ongoing investigation that was not authorized for release.
- iii. Sick leave abuse.
  - Sick leave abuse is defined as calling in sick repeatedly without doctors' documentation or calling in sick after your scheduled shift has started. Calling in sick multiple times within a single pay period the Division Commander may request a doctor note.
- iv. The repeated violation of any policy.

#### 3) Minor Infractions:

- Minor Infraction is defined as a violation of policy that does not meet the standard for immediate suspension without pay.
- b. The following is a list of Minor Infractions for the Osceola Police Department, infractions not listed here may still be considered based on the findings from the Division Commanders and the Chief of Police.
  - i. Policy violations that are not deemed to be grievous in nature.
  - ii. Tardiness violations
  - iii. Tabaco police violations
  - iv. Body Camera violations
  - v. Vehicle Operations violations/ Traffic Enforcement violations
  - vi. Jail procedure violations
  - vii. Dispatch procedure violations
  - viii. Patrol procedure violations
    - ix. CID procedure violations

#### **Disciplinary Action:**

#### 1) Internal Affairs Investigation and Review

- a. An internal affairs investigation is required for all Severe Offenses and Major Infection violations,
- b. An internal affairs investigation may be requested by a Division Commander or the Chief of police for a Minor Infraction or any other known/unknown policy violation.
- c. All internal affairs investigation shall be conducted in accordance with Internal Affairs Case Clearance Definitions and Internal Affairs Responsibilities policies.

#### 2) Documentation of Disciplinary Action

- a. All disciplinary action shall be documented in the individuals personnel record and in an internal affairs file. Until the date that disciplinary action is purged it shall remain in the personnel file.
- b. All Major and Minor Infraction disciplinary action shall be purged from the personnel file after thirty-six month from the date of issuance. Until the date that disciplinary action is purged it shall remain in the personnel file

- c. All Severe Offences disciplinary action shall be purged from the personnel file after forty-eight months. Until the date that disciplinary action is purged it shall remain in the personnel file.
- d. Only the internal affairs investigator or other individual appointed by the Chief of Police shall purge disciplinary action from personnel records.
- e. Internal affairs files shall remain intact and shall not be purged. Internal affairs files may be archived after sixty months. All archived internal affairs files shall be kept intake for a minimum of sixty months after an individual separates employment with the Osceola Police Department.

## Memorandum

To: Chief Collins

From: Detective White

Purpose: Internal Affairs / Police Update

Date: 10/18/2019

Policy Proposed: Conduct Unbecoming / Dereliction of Duty

- Actions that were committed or omitted by the employee lead other employees or the general public to lose faith in the employee and/or the department.
  - Employee's failure to conform to the rules and norms of the position they hold.
  - Failure or refusal to perform assigned duties in a satisfactory manner.
  - c. The employee does not render aid to another employee or the general public when a reasonable person can see that aid is needed.
    - i. The employee refuses to assist another employee.
    - ii. The employee refuses to assist a member of the public.
    - The employee does not acknowledge a need for aid when others can clearly identify the need to render aid.

## Policy Update

To: All Employees of the Osceola Police Department

From: Chief Collins

Purpose: Adherence to the Law

This police update will be placed in the Osceola Police Department Policy Manual immediately following the Code of Ethics.

All law enforcement officers, jailers, dispatchers, and civilian employees of the Osceola Police Department will act in accordance with the U.S. Constitution, State Constitution, statutes, and ordinances in the performance of their duties and in their personal time. Any employee of the Osceola Police Department that is convicted, pleads guilty, or pleads nolo contendere/no contest to any federal, state or local violation is subject to disciplinary action up to and including termination. Ignorance to any law is not a defense against the failure to meet the requirements of the law.

All allegations against any law enforcement officer, jailer, dispatcher, or civilian employee will be investigated by the internal affairs investigator or designated replacement appointed by the Chief of Police. All investigations will be documented, and findings will be presented to the Chief of Police within a reasonable time.

Any law enforcement officer, jailer, dispatcher, or civilian employee with knowledge of another employee of the Osceola Police Department being in violation of federal, state, or local law is required to report said knowledge to the internal affairs investigator and/or the Chief of Police.

	12/9/2019	
Chief Collins	Date	

## Memorandum

To: Reserve Officers

From: Chief Collins

Purpose: Reserve Structure

- 1) Reserve Officer Chain of Command
  - a. Chief of Police
  - b. Patrol Commander
  - c. Shift Commander
  - d. Reserve Supervisor
  - e. Reserve Officer
- 2) Reserve Officer Rank Structure
  - a. Reserve Supervisor can hold up to the rank of Sergeant
  - b. Reserve Officers other than the Reserve Supervisor will not hold a rank higher than patrolman
- 3) Reserve Supervisor
  - a. Appointed by the Chief of Police and/or the Patrol Commander
  - b. Insure all Reserve Officers are meeting training requirements
  - c. Insure all Reserve Officers are scheduled monthly through the Patrol
    Commander
  - d. Insure that all contact information is current for each Reserve Officer
- 4) Reserve Personnel requirements
  - Each Reserve Officer shall work a minimum of four consecutive hours a month. These hours can be completed in the following ways.
    - i. Sporting events
    - ii. Music fest
    - iii. Christmas parade
    - iv. Training
    - v. Monthly meetings
    - vi. Schedule patrol time
  - Reserve Officers should work no less than four hours a month and no more than twenty hours a month.

- The Patrol Commander will schedule each Reserve Officer for a four-hour shift.
- d. Reserve Officers may work additional hours but may not replace or reschedule their assigned shift without approval from the Patrol Commander.
- e. Yearly firearms qualification.
- f. Yearly equipment checks.
- g. Live within the City of Osceola boundaries.
- 5) Reserve Officer Equipment
  - a. All equipment is supplied by the Osceola Police Department
  - b. Equipment must be maintained and kept in an orderly fashion
  - All equipment problems or failures must be report to the Reserve Supervisor who will report to the Patrol Commander
- 6) Failure to comply
  - Any Reserve Officer failing to comply with memos or policy regarding the structure of the Reserve Officer program is subject to release from reserve status.

## Policy Update

To: All Employees of the Osceola Police Department

From: Chief Collins

Purpose: Update Personnel G-4, Intoxication/Drug Use

All policy manuals will preplace Personnel G-4 Intoxication/Drug Use with the up to date police.

Personnel G-4 Intoxication/Drug Use policy will now read as follows:

#### PERSONNEL G-4

#### INTOXICATION/DRUG USE:

At no time shall an employee report for duty under the influence of alcohol or of any drugs, other than as prescribed by a physician or over the counter medication as necessary to maintain his/her well-being. The use of, distribution of, sale of, or personal possession of alcohol or drugs (excluding prescribed medications) are strictly prohibited on City property during working and non-working hours. Individuals in violation of the alcohol and drug policy will be terminated. The City does reserve the right to do random drug testing for all employees of all departments. The City will conduct pre-employment drug tests.

At no time will an employee be a participant of any illegal intoxicating drugs. No employee shall drink any alcoholic beverage while on duty, nor take any type of drugs other than as prescribed by a physician or over the counter medication as necessary to maintain his/her well-being. Any employee with the odor of intoxicants about their person will be asked to take a test to determine the presence of intoxicants. The test will be determined by the department head or Chief of Police. Any employee who refuses the test or if found to be under the influence of intoxicants will be subject to disciplinary action, up to and including termination.

Chief Collins	12/9/2019

#### PERSONNEL G-7

#### USE OF FORCE

#### PURPOSE

To establish a policy regarding the <u>Use of Force</u> that is adherent to State and Federal laws along with the State and Federal Standards.

#### POLICY:

The most reasonable amount of force necessary to bring compliance is the acceptable amount of force. The <u>Use of Force Continuum</u> is a step process in a series of control techniques that officers/jails have at their disposal to bring a suspect into compliance in a manner that protects the officer, the suspect, and the general public. The <u>Use of Force Continuum</u> shall not limit an officers ability to bring a suspect to compliance or to protect the officer, the suspect, or the general public. Each specific or type of control shall be used with the most reasonable amount of force necessary to bring compliance.

There is no requirement or constitutional duty that a police officer use all levels of the <u>Use of Force Continuum</u> when deadly force can be justifiably used. (Plakas vs. Drinski, U.S. Sepreme Court)

#### USE OF FORCE CONTINUUM

The policy for the use of force shall be as follows:

- 1. Physical Presence
- 2. Verbal Commands and Warnings
- 3. Soft Hand / Chemical Agent
- 4. Hard Hands
- Impact Weapon / Taser
- 6. Deadly Force
- 1) Physical Presence
  - a. An officer's presence at a scene represents a level of force.
- 2) Verbal Commands and Warnings
  - a. A spoken command from the officer to the suspect giving specific directions and actions to be taken. Must be said loudly and clearly to avoid any confusion.
  - b. A spoken warning form the officer to the suspect telling the suspect what could happen if the suspect does not comply with the commands.
- 3) Soft Hands / Chemical Agent
  - a. The carrying of chemical agents is mandatory for all officers assigned to the uniform patrol division of the Osceola Police Department.
  - b. All department personnel issued chemical agents shall be trained in the proper use of chemical agents
  - c. Soft hand use from the officer is represented when the officer holds the suspect arms or hands without applying pressure or force to guide the suspect to comply.

#### 4) Hard Hands

- a. Hard Hands can be defined as hits and kicks along with other techniques that require the officer(s) to use their own hands and feet to place a suspect in compliance.
- b. Hard hands should be used only to bring compliance from a suspect and ended once compliance is gained.
- c. Choking and/or any type of restraint/hold that applies pressure the neck of an individual in a manner that a reasonable person would believe that the air flow is being restricted or blocked is restricted/unauthorized under Level 4 Hard Hands.

#### 5) Impact Weapons / Taser

- a. Impact Weapons are any weapons that can be used to strike an individual.
- b. The carrying of an ASP baton is mandatory for all officers assigned to the uniform patrol division.
- c. The carrying of a Taser is mandatory for all officers assigned to the uniform patrol division. All officers assigned to CID shall be issued Tasers and carry them when deemed appropriate.
- d. Impact Weapons and Taser are primarily considered defensive weapons and can be used in the defense of the officer, a potential victim, or the general public. If a suspect is fleeing and the immediate arrest of the subject is needed for the prolonged safety of the victim, the general public or to collect evidence the ASP baton and Taser may be utilized to bring the suspect into compliance in a reasonable fashion.

#### Deadly Force

- a. Deadly Force is any force that causes or is capable of causing death to an individual while the force is being used/applied.
- b. Deadly Force is the last resort on the Use of Force Continuum. This in no way restricts the immediate escalation from any of the lower uses of force to Deadly Force if/when Deadly Force is justified and warranted for safety of the officer, possible victims, and the general public.
- c. Choking and/or any type of restraint/hold that applies pressure the neck of an individual in a manner that a reasonable person would believe that the air flow is being restricted or blocked is only authorized in a Deadly Force situation. If an officer's life or the life of s victim is in immediate danger the officer may use choking or any other type of restraint as a means to preserve their own or the life of another individual.

#### USE OF FORCE REPORTING

#### 1) Supervisor Notification

- a. A supervisor shall be notified if any <u>Use of Force</u> is used that can fall under levels 4,5, and 6 of the <u>Use of Force Continuum</u>.
- b. The supervisor shall insure that a Use of Force Report is completed prior to the officer or the supervisor leave work unless it is medically necessary for the officer and/or supervisor.

- c. The immediate supervisor shall notify their division commander if Use of Force Continuum levels 4 and 5 are used. This notification can be completed at the end of shift for the second shift officers and supervisors.
- d. In the event of Deadly Force being used the shift supervisor and/or shift dispatcher SHALL contact all of CID, the division commanders and the Chief of Police as soon as it is deemed safe. It is best practice to have the shift dispatcher contact individual while the shift supervisor secures the scene.
- 2) Use of Force Form
  - a. The form shall be completed in its entirety.
  - b. The form shall be turned in prior to leave work on the shift of the incident.
  - c. All necessary documents and pictures shall be turned in with the form.
  - d. When the officer is the victim of an attack the results in the officer using force on a suspect the shift supervisor shall complete the Use of Force Form
- 3) Use of Force, Internal Affairs
  - a. All Use of Force Repots shall be submitted to the Chief of Police and/or the Internal Affairs investigator for further investigation and deemed necessary by the Chief of Police.
  - b. All Use of Force Reports shall be numbered and tracked in an Internal Affairs tracking system that identifies:
    - i. The date of the incident
    - ii. The date the report was turned into internal affairs
    - iii. The officer(s) involved
    - iv. The subject that force was applied to
    - v. The level of force
    - vi. The completion date of any internal affairs investigation if one was deemed necessary

#### DUTY TO INTERVENE

Intervene – To come between, whether verbally or physically, so as to prevent or alter a result or course of events.

#### 1) Duty to Intervene

- a. All members of the Osceola Police Department have the Duty to Intervene to prevent or stop another member from acting in an unethical, unlawful, or any way in which a policy violation would occur.
- b. Failure to Intervene may result in disciplinary action.

#### 2) Intervene Actions

- a. Always access the scene for safety and medical needs that may be needed. Render aid when it is safe, and when you have the ability do so.
- b. All members of the department should be prepared to Intervene if/when it is necessary. Intervention could be verbally or physically depending on the circumstances.
- c. If a member of the police department is speaking in a manner that does not best reflect the values of the Osceola Police Department, it is the duty of other members to intervene.
  - i. Members can intervene and ask the agitated member to speak with them away from the individual the incident is occurring around.
  - ii. Members can intervene by asking the individual questions directly breaking the focus from the agitated member and the individual.
  - Members can tell the agitated individual that they are taking over the conversation.
- d. If a member of the police department is physically acting in a manner that does not best reflect the values of the Osceola Police Department, it is the duty of other members to intervene.
  - i. Intervention is needed if a member uses unnecessary force of any kind.
- e. If physical intervention is needed and/or conducted by a member of the department that member is required to notify their division commander immediately.
  - i. The division commander shall review the incident.
  - If unnecessary force is evident the division commander shall refer the investigation to the Chief of Police.
  - iii. The Chief of Police shall review the incident and determine if an Internal Affair investigation is needed.
  - iv. All physical intervention shall be tracked on the Internal Affair tracking document kept by the Internal Affair investigator.

**DEADLY FORCE STATUTE** 

Arkansas Statute 5-2-610 "Use of Physical Force by Law Enforcement Officers". Arkansas State statutes concerning the use of force:

•	5-2-605	Use of Physical Force Generally	
•	5-2-606	Use of Physical Force in Defense of a Person	
•	5-2-607	Use of Deadly Physical Force in Defense of a Person	
•	5-2-608	Use of Physical Force in Defense of Premises	
•	5-2-609	Use of Physical Force in Defense of Property	
•	5-2-611	Use of Physical Force by Private Person Aiding Law Enforcement	
	Officers		
	5-2-612	Use of Physical Force in Resisting Arrest	
•	5-2-613	Use of Physical Force to Prevent Escape from a Correctional	
	Facility		
•	5-2-614	Use of Reckless or Negligent Force	
	5-2-620	Use of Force to Defend Person and Property within the Home	
•	5-2-621	Attempting to Protect Persons during Commission of a Felony	

#### THE USE OF DEADLY FORCE

- 1) Officer's use of Deadly Force
  - a. An officer shall only use deadly force when the officer's life, victim's life, or individual within the general public is in immediate risk of death or serious injury.
  - b. When possible, the officer shall attempt to use less force and to deescalate to a lower force level. This does not mean that the officer is required to deescalate when de-escalation is not safe for the officer, victim, or public.
  - c. The officer must use the reasonable about of force for the specific situation that the officer is in up to Deadly Force.
  - d. Refer to Use of Force Continuum for force level guidance.

## Memorandum

To: Sworn Law Enforcement Officers

CC: Chief Collins

From: Detective White

Purpose: Use of Departmental Vehicles

Date: 02/19/2020

#### USE OF DEPARTMENT VEHICLES

1) Vehicle Assignment:
The Chief of Police or an individual tasked by the Chief of Police may

assign vehicles to personnel as needed.

- 2) Vehicle Standards:
  - a. Vehicle shall be washed at least once a month or more as needed.
  - b. At no time will the vehicle be found with loose trash on the floorboards or in any other area of the vehicle.
  - The seats of the vehicle shall not be filled with debris or trash of any kind.
  - d. All paperwork needed to complete the basic functions of the officers assigned task should be kept neat and orderly to prevent from having a cluttered or messy appearance.
  - c. Cupholders shall not be filled with trash or any objects preventing from the proper usage of the cupholder.
  - The police radio shall be kept clean at all times.
  - g. The fuel tank should be kept at half a take or more whenever possible. Best practice is to fill the gas tank at the beginning or end of the work shift.

#### 3) Off-Duty Vehicle Use

- a. Whenever a vehicle is used Off-Duty the Officer shall have the following equipment on their person or in the department's vehicle:
  - a. Department issued weapon
  - b. Department issued handheld radio
  - c. Body armor
- b. Off-Duty Officers using the department vehicle shall wear appropriate clothing. Nothing less than the following:
  - a. Full length pants, NO SHORTS
  - b. A clean shirt
  - c. Close toed shoes
  - d. Department issued firearm concealed
- 4) Authorized Off-Duty Use of Department Vehicles
  - a. Officers are authorized to use the department vehicle in the following manner only when in compliance with Off-Duty Vehicle Use:
    - To and from the Osceola Park and Recreation building, Osceola Fitness, Osceola Boxing Club
    - 2. To and from the Osceola Police Department
    - 3. To and from the Osceola City Hall
    - 4. To and from Circuit Court
    - 5. To and from restaurants within Osceola City limits
    - To and from shopping establishments with the City of Osceola, excluding dedicated liquor or tobacco establishments
    - Off-Duty Security employment authorized by the Chief of Police
    - 8. To and From the Osceola Schools
- 5) On-Duty Vehicle Use:
  - Officers shall follow all Osceola Police Department policies concerning department vehicle use.
- Off-Duty Vehicle Storage/Parking
  - a. When the department vehicle is not parked at the Police Department the vehicle shall be parked in the following manner:
    - All four vehicle tires shall be parked on pavement/concrete in a designated parking area.
    - No department vehicle is allowed to be parked in grass when not being utilized for official use.

c. No department vehicle shall be parked on a street with the exception of a dead-end cove/road and street cutouts. No department vehicle shall be parked on a trafficked through street while off-duty.

#### 7) Authorized Off-Duty Passengers

- a. Off-Duty passengers in a department vehicle shall have prior approval from the Chief of Police or assigned Division Commander.
- b. Sworn Law Enforcement personnel with the Osceola Police Department do not need prior approval to be passengers in Off-Duty vehicles. They shall abide by Off-Duty Vehicle Use.

### Memorandum

To: Patrol Officers and CID Detectives

CC:

From: Detective White

Purpose: Vehicle Inventory and Towing Guidelines

Date: 08/27/2020

#### Memorandum Purpose

The purpose of this memorandum is to clarify when a vehicle can legally be inventoried incident to towing a vehicle.

#### Vehicle Search

A vehicle search is not a vehicle inventory. A vehicle search falls under Osceola Police Department Policy Patrol P-8, officers will refer to this policy prior to conducting a vehicle search.

#### Vehicle Inventory

A vehicle inventory is conducted when a vehicle needs to be towed by a Patrol Officer or CID Detective. The purpose of a vehicle inventory is not to search the vehicle for incriminating evidence, but to make an accountable list of property within the vehicle to avoid any potential complaints of lost property.

#### Vehicle Towing Procedure

The towing of a vehicle must be within State and Federal law and comply with U.S. Supreme Court rulings and guidelines. When an officer makes the decision to tow a vehicle, a vehicle tow slip/ticket shall be completed by an officer on the scene of the incident.

#### A vehicle may be towed:

- 1) When it would be left on a public roadway and a hazard to traffic flow.
- When the vehicle cannot be immediately released to a licensed driver who
  has standing over the vehicle.
- 3) When the vehicle was used in the commission of a crime and is needed as evidence or for further investigation.

- 4) When the driver of the vehicle does not have a proper State issued drivers license. Officer discretion may be utilized. The vehicle eannot be driven from the scene of a traffic stop by an unlicensed driver.
- When the vehicle does not have proper State registration. Officer discretion may be utilized.
- 6) When the vehicle is involved in an accident and is considered unsafe to operate and a tow is needed to clear the roadway. The owner may request a specific towing company when it is safe to do so.

#### When to not tow a vehicle:

- When the vehicle is parked on private property and was not used in the commission of a crime. A simple traffic stop does not fall under "commission of a crime".
- 2) When there is no further need for the vehicle in an investigation.
- When the vehicle can be immediately released to a licensed driver from the scene with the owner's consent.

#### Vehicle Inventory Procedure

A vehicle inventory shall be completed when the vehicle is being towed from a accident and/or criminal incident scene.

When and Where to conduct a vehicle inventory:

- When a vehicle is being towed from any accident and/or scene by a Patrol Officer or CID Detective.
- 2) The inventory shall not exceed the cab and trunk of the vehicle.
- The inventory shall not extend into locked containers and/or compartments.
- 4) The inventory shall include the cab, seats, compartments, glovebox, and trunk of the vehicle when these areas are not separately locked and when they can be opened with a button or latch release style system.

#### Impound/Vehicle Hold Procedure

A vehicle should only be impounded when it is involved in a criminal incident and is needed for further investigation or is evidence of a crime.

Shift Commanders and CID Detectives are the only authorized officers to impound a vehicle. A shift commander may impound a vehicle when it is involved in a class A misdemeanor fleeing or felony fleeing incident when there are no other pending charges that CID or DTF needs to be called out for or investigate. All other impound decisions will be made by the CID/DTF detective on call. The detective may advise the shift commander that he/she will make the scene prior to the vehicle being impounded. No vehicle shall be towed from the scene if a CID detective is called out to the scene without the CID detectives' permission.

## Memorandum

To: Osceola Police Department Personnel

CC: Chief Collins
From: Detective White

Purpose: Two Officer Response

Date: 06/18/2020

#### TWO OFFICER RESPONSE

#### Purpose

To ensure that patrol officers are responding to calls as safely as possible.

#### TWO OFFICER CALLS

- Two Officers shall be dispatched and respond to the following calls;
  - a. Domestic Violence calls
  - b. Robbery calls
  - c. Fight calls
  - d. Large crowd or group calls
  - e. Battery calls, when not called to the hospital
  - f. Disorderly person calls

#### DISPATCHER AND OFFICER RESPONSIBILITIES

- Dispatch Responsibilities
  - The dispatcher will dispatch two officers for every call listed in this
    policy.
  - b. The dispatcher will ensure that both officers dispatched advised that they are enroute to the call.
  - The dispatcher will continue to check on officers until the call is cleared by all responding officers

#### · Patrol Officer Responsibilities

- a. If the dispatcher does not dispatch two officers to a call listed in this policy, it is the patrol officers responsibility to ensure that they advise the dispatcher they will be enroute to the call as the backing officer.
- Officers will advise when they arrive on scene and will arrive on scene in a timely manner.
- c. The primary officer <u>shall not</u> disregard the backing officer unless the primary officer has completed a walk through of the scene to ensure that the offending party is not on the scene.
- d. The secondary officer can clear from the scene only AFTER arriving and ensuring that the offending party is no longer on the scene and that the scene is secure for the primary officer.
- e. Officers will conduct the investigation in a timely manner and notify CID when/if deemed needed.
- Officers will advise dispatch when they clear the scene and briefly state the outcome.

## Memorandum

To: All Department Personal

CC:

From: Chief Collins

Purpose: Policy Update, Duty to Intervene

Date: 06/09/2020

Intervene - To come between, whether verbally or physically, so as to prevent or alter a result or course of events.

#### Duty to Intervene

- All members of the Osceola Police Department have the Duty to Intervene to prevent or stop another member from acting in an unethical, unlawful, or any way in which a policy violation would occur.
- 2. Failure to Intervene may result in disciplinary action.

#### Intervene Actions

- Always access the scene for safety and medical needs that may be needed.
   Render aid when it is safe, and when you have the ability do so.
- All members of the department should be prepared to Intervene if/when it is necessary. Intervention could be verbally or physically depending on the circumstances.
- 3. If a member of the police department is speaking in a manner that does not best reflect the values of the Osceola Police Department, it is the duty of other members to intervene.
  - a. Members can intervene and ask the agitated member to speak with them away from the individual the incident is occurring around.
  - Members can intervene by asking the individual questions directly breaking the focus from the agitated member and the individual.
  - Members can tell the agitated individual that they are taking over the conversation.

- 4. If a member of the police department is physically acting in a manner that does not best reflect the values of the Osceola Police Department, it is the duty of other members to intervene.
- a. Intervention is needed if a member uses unnecessary force of any kind.
  5. If physical intervention is needed and/or conducted by a member of the department that member is required to notify their division commander immediately.
  - a. The division commander shall review the incident.
  - b. If unnecessary force is evident the division commander shall refer the investigation to the Chief of Police.
  - c. The Chief of Police shall review the incident and determine if an Internal Affair investigation is needed.
  - d. All physical intervention shall be tracked on the Internal Affair tracking document kept by the Internal Affair investigator.

### Memorandum

To: OPD Employees
CC: Chief Collins
From: Detective White

Purpose: Threat/Crisis Response Levels

Date: 03/13/2020

#### I. Level One

a. Normal daily activities

#### II. Level Two

- a. Critical Incidents; an emergency situation lasting for a short period of time that requires additional resources such as off-duty patrol officers being called in, assistance from outside agencies.
- This level can be declared by the shift commander, CID, or acting shift commander at the time of the incident.
- c. Regular days off and vacations are allowed.

#### III. Level Two Point Five

- a. Follow all Level Two Critical Incidents guidelines
- b. Restrict travel of Department law enforcement personnel
- Vacations shall be canceled; all staff shall report for normal duty hours and rotations.
- Department law enforcement personnel shall be available for call ins.
- e. Department law enforcement personnel shall be able to report to work within 90 minutes of people called in.
- f. Department law enforcement personnel who are restricted by being on call shall get one hour of compensation time per day that they are required to be on call.

#### IV. Level Three

- Major incidents; an emergency situation lasting an extended period of time. This will result in the mobilization of the department.
- b. Mobilization of the department means that CID and DTF officers will report to the police department as additional patrol officers working under the command of the CID commander. Off-duty patrol officers can be called in to assist in covering calls while on-duty officers handle the incident. If SOG is needed limited command will be given to the SOG commander for the duration of the SOG operation.
- c. Department law enforcement personnel shall be available for call ins.
- d. Department law enforcement personnel shall be able to report to work within 90 minutes of people called in.
- e. Department law enforcement personnel who are restricted by being on call shall get one hour of compensation time per day that they are required to be on call.
- f. Only the Chief of Police or acting head of the Police Department shall have the authority to declare this level.

#### Level Four

V.

- a. Ongoing Major Incidents; the complete mobilization of the police department. Off days are canceled with all patrol officers reporting to work everyday until the incident/crisis is deemed over/cleared.
- CID/DTF officers shall report to the police department and await orders from the CID commander. CID/DTF shall take supportive rolls to assist the patrol officers.
- All vacation and days off are canceled until further notice by the Chief of Police.
- d. Department law enforcement personnel shall be available for call ins.
- e. Department law enforcement personnel shall be able to report to work within 90 minutes of people called in.
- f. Department law enforcement personnel who are restricted by being on call shall get one hour of compensation time per day that they are required to be on call.
- g. Only the Chief of Police or acting head of the Police Department shall have the authority to declare this level.

### Memorandum

To: Certified Officers

CC: Chief Collins

From: Detective White

Purpose: Patrol Rifle Policy

Date: 02/14/2020

Patrol Rifle: is an authorized weapon, which is issued by the police department or personally owned by a sworn member of the department and which is made available to properly trained and qualified officers as a supplemental resource to their duty handgun or shotgun. No personally owned rifles may be carried for patrol duty unless pre-approved in writing by the Chief of Police.

### A. Patrol Rifles may be deployed by qualified officers to:

- 1. Provide a more immediate tactical response to calls involving armed and/or violent offenders.
- 2. Increase citizen and officer safety at high-risk incidents.
- 3. Provide for more accurate and controlled shot placement, if necessary.
- 4. The patrol rifle may be used to assist any tactical unit with perimeter/containment.
- 5. Officers may also be required to act as a hasty assault force in order to stop an immediate threat of death or serious bodily injury

### B. Patrol Rifle Training and Qualification

- 1. Officers authorized to deploy Patrol Rifles will be trained in the operation by a qualified patrol rifle instructor.
- 2. Selected officers must successfully complete a Patrol Rifle Course prior to being allowed to deploy the rifle in tactical situations.
- 3. Each officer who is trained in Patrol Rifle deployment shall yearly rifle training by a certified Patrol Rifle instructor.

- 4. Records relative to qualification with Patrol Rifles are to be maintained by the firearms training division. Successful completion for qualification includes an 85% or higher on the qualification course.
- 5. In the event that an officer is not able to satisfactorily pass a qualification session, the Patrol Rifle instructor conducting the training session will attempt to assess any deficiencies. The officer will receive remedial training. The officer will be allowed to re-qualify. In the event that an officer cannot qualify, the officer will not be authorized to carry a patrol rifle for patrol duty. The officer will be scheduled for further remedial training.

### C. Patrol Rifle Placement and Storage

- 1. When the rifle is in use in the field, it may be transported in a case secured in the trunk of a patrol car. The exception to the above would be situations in which a vehicle is being used to deploy officers or during an ongoing operation.
- 2. When carried in a vehicle, the rifle shall be in the following mode:
  - a. Safety on
  - b. Bolt forward on an empty chamber
  - c. Magazine inserted into the rifle d. Ejection port cover closed
- 3. Conditions Governing Use of Personally Owned Rifles
  - 1. Optional rifles may be carried only after meeting eligibility and qualification criteria.
  - Optional rifles will be stored in department approved cases, in the vehicle trunk, hidden from public view, in either a soft or hard case.
  - 3. The officer will provide the rifle, sling, tactical light and may provide an optional aiming sight, if approved, in addition to the rifles basic sighting system.
- 4. Only department-issued/authorized ammunition will be carried/ used on duty. Magazine capacity will not exceed 30 rounds. No drum style or extended round magazines are authorized.

### Memorandum

To: Certified Officers

CC: Chief Collins

From: Detective White Purpose: Body Armor Date: 02/11/2020

### 1) Body Armor for CID

- a. CID will be issued body armor by the Osceola Police Department.
- CID will wear their body armor whenever they leave the police department and respond to an active crime scene or conduct further investigations.
- c. CID shall wear their body armor when they are responding to a callout.
- d. When not responding to an active crime scene or investigation CID shall maintain body armor in their vehicle.
- 2) Body Armor for Administration
  - Administration shall maintain body armor in their vehicle unless body armor is being utilized.
  - b. When administration responds to callouts, they shall wear their body
- 3) Body Armor for Patrol Division
  - All uniformed personnel shall wear body armor while on duty as uniformed patrol officers.
  - When / if uniform patrol officers respond to callouts, they shall wear their body armor.
  - School Resource Officers will follow the same body armor guidelines as the Patrol Division.

### Memorandum

To: Patrol Division
CC: Chief Collins
From Detective Wh

From: Detective White

Purpose: Body Camera Activation Clarification

Date: 02/10/2020

All patrol and school resource officers shall have a Body Worn Video Recording device on their person while preforming the duties of a patrol and/or school resource officer as directed in Patrol P-16.

This memorandum is to clarify when the Osceola Police Department expects body cameras to be activated to best capture the events unfolding around the patrol and/or school resource officer.

### 1) Traffic Stops:

- The officer shall activate their body camera prior to advising dispatch that the traffic stop is being conducted.
- b. It is best practice that the body camera is activated at the time the traffic violation is seen by the officer.
- The primary officer shall leave his/her body camera on for the entire length of the traffic stop.
- d. Backup officers shall only turn off their body camera if they leave the traffic stop prior to the primary officer finishing the stop due to being dispatched to another call. If this happens the back up officer shall turn off the camera and turn it back on so that the incidents are recorded separately.

### Calls for Police Service:

- a. The officer shall turn on their body camera at the time they are dispatched. Turning on the body camera at the time of dispatch allows for all pertinent information to be recorded by the body camera system.
- b. The officer shall leave the body camera on until they physically clear the scene. Leaving the body camera on until the officer is

walking on driving away from the scene allows the viewer to see when the incident is over in the recording.

- c. This shall apply to dispatched calls for police service to include but not limited to:
  - i. When dispatched to a felony incident
  - ii. Battery 1st, 2nd, 3rd
  - iii. Traffic Stops that end with the officer issuing a citation
  - iv. DWI traffic stops
- 3) Engagement with the Public
  - When an officer engages with the public in an official capacity the officer shall activate his/her body camera.
  - b. When an officer is taking a report and/or affidavit in the patrol area of the police department the officer shall activate the body camera.
- 4) Saving of Body Camera Recordings
  - All felony incidents, arrest report, traffic or criminal citation is completed the officer shall save their recordings. This applies to incident reports completed by patrol officers and CID detectives.
  - b. When an officer uses force to make an arrest or keep the peace the officers at the incident shall save their recordings.
  - Officers shall tag their body camera footage within 72 hours of the incident.

### Memorandum

To: Employees of the Osceola Police Department

CC: Chief Collins
From: Detective White

Purpose: Update to Off-Duty Employment

Date: 02/11/2020

The following memo is intended to give additional guidelines for policy Personnel G-11 and shall supersede any previous policies or memorandums regarding the subject.

### Off-Duty Employment

- It shall be the policy of the Osceola Police Department that all secondary
  employment shall be approved by the Chief of Police. No employee may
  accept employment with any other agency, company, or organization that
  will place the employee in conflict of interest with the City or the Police
  Department.
- 2) Application for Off-Duty Employment
  - a. The employee shall request in writing their intentions for off-duty employment no less than 30 days prior to their anticipated start date for secondary employment.
  - b. Secondary employment shall be renewed yearly. The renewal shall be made no later than December 1<sup>st</sup> of the year prior. The Chief of Police will have until January 1<sup>st</sup> to review secondary renewal requests and issue approval or denial of the request.
  - c. The request for secondary employment will include the following:
    - i. Number of days a week that will be worked
    - ii. Specific or possible days that will be worked
    - iii. Total number of hours to be worked
    - iv. Number of hours per day to be worked
    - Physical address and telephone number of the business/company/agency

- vi. Name of the supervisor and a contact telephone number
- vii. The general responsibilities the employee will have
- 3) Sick Time and Secondary Employment
  - a. It is the policy of the Osceola Police Department that no employee shall be allowed to work any secondary employment while on sick leave from the Osceola Police Department.
- 4) Osceola Police Department Policy
  - a. All Osceola Police Department employees shall be held to the high standards of the Osceola Police Department policy while at any secondary employment just as they are for employment with the Osceola Police Department.
- 5) Termination of Secondary Employment
  - a. The Chief of Police can terminate the secondary/off-duty employment of any employee of the Osceola Police Department at any time it is believed the secondary employment is interfering with the employee's duties and responsibilities to the Osceola Police Department.

## Types of Policy Offenses

### and

### **Disciplinary Action**

### Types of Policy Offenses:

### 1) Severe Offenses:

- a. Definition of <u>Severe Offenses</u> is any and all offenses that are deemed so outrageous that no warning, written reprimand, or suspension would be appropriate as a course of punishment. The most appropriate punishment is longterm suspension without pay or termination.
- b. Definition of long-term suspension is: any unpaid suspension time that lasts longer than ten scheduled work days.
- c. Following is the list of Severe Offenses for the Osceola Police Department, offenses not listed here may still be considered Severe Offenses based on the findings of the Chief of Police.
  - i. Being charged with a felony crime by the Osceola Police Department or any other law enforcement agency.
  - ii. Being convicted of a misdemeanor crime other than a traffic violation.
  - iii. Truthfulness is defined as the purposeful manipulation of facts. Manipulation by the creation of false statements, allegations, testimony or evidence. Manipulation by withholding true statements, testimony or evidence.
  - iv. Being under the influence of illegal narcotics while on duty.
  - v. Found to be in the possession of illegal narcotics with the intent to sell.
  - vi. Consuming alcohol to the point that you cannot preform your duties while on CID or Admin on call. Coming to work while under the influence of alcohol to the point that you are above a .04 BAC on a breathalyzer.
  - vii. Three or more Major Infractions as defined within this policy.
  - viii. Five or more Minor Infractions as defined within this policy.

### 2) Major Infractions

- a. Definition of a Major Infraction is any and all offenses that are serious in nature but are not considered Severe Offenses or Minor Infractions. Offenses that are serious enough in nature to cause disciplinary actions to start with a one-day suspension without pay and build up to Severe Offenses status.
- b. Following is the list of Major Infractions for the Osceola Police Department, offenses not listed here may still be considered Major Infractions based on the findings of the Chief of Police.

- i. Being charged with any misdemeanor crime by the Osceola Police Department or any other law enforcement agency.
- ii. Releasing information that is sensitive in nature or deemed important to an ongoing investigation that was not authorized for release.
- iii. Sick leave abuse.
  - Sick leave abuse is defined as calling in sick repeatedly without doctors' documentation or calling in sick after your scheduled shift has started. Calling in sick multiple times within a single pay period the Division Commander may request a doctor note.
- iv. The repeated violation of any policy.

### 3) Minor Infractions:

- a. Minor Infraction is defined as a violation of policy that does not meet the standard for immediate suspension without pay.
- b. The following is a list of Minor Infractions for the Osceola Police Department, infractions not listed here may still be considered based on the findings from the Division Commanders and the Chief of Police.
  - i. Policy violations that are not deemed to be grievous in nature.
  - ii. Tardiness violations
  - iii. Tabaco police violations
  - iv. Body Camera violations
  - v. Vehicle Operations violations/ Traffic Enforcement violations
  - vi. Jail procedure violations
  - vii. Dispatch procedure violations
  - viii. Patrol procedure violations
    - ix. CID procedure violations

### Disciplinary Action:

### 1) Internal Affairs Investigation and Review

- a. An internal affairs investigation is required for all Severe Offenses and Major Infection violations.
- b. An internal affairs investigation may be requested by a Division Commander or the Chief of police for a Minor Infraction or any other known/unknown policy violation.
- c. All internal affairs investigation shall be conducted in accordance with Internal Affairs Case Clearance Definitions and Internal Affairs Responsibilities policies.

### 2) Documentation of Disciplinary Action

- a. All disciplinary action shall be documented in the individuals personnel record and in an internal affairs file. Until the date that disciplinary action is purged it shall remain in the personnel file.
- b. All Major and Minor Infraction disciplinary action shall be purged from the personnel file after thirty-six month from the date of issuance. Until the date that disciplinary action is purged it shall remain in the personnel file

- c. All Severe Offences disciplinary action shall be purged from the personnel file after forty-eight months. Until the date that disciplinary action is purged it shall remain in the personnel file.
- d. Only the internal affairs investigator or other individual appointed by the Chief of Police shall purge disciplinary action from personnel records.
- e. Internal affairs files shall remain intact and shall not be purged. Internal affairs files may be archived after sixty months. All archived internal affairs files shall be kept intake for a minimum of sixty months after an individual separates employment with the Osceola Police Department.

### Vehicles V-7

### Vehicle Inspections

- I. <u>The purpose</u> of this section is out outline what a vehicle inspection is, when a vehicle inspection should be done, who can complete a vehicle inspection, and what standards the Osceola Police Department requires vehicles to be kept at.
- II. Vehicle Inspection:

A vehicle inspection is when a supervisor checks the status of the vehicle to insure that all parts function properly and that the vehicle has a clean appearance externally and internally.

- The Shift Commander shall conduct monthly vehicle inspections of all patrol vehicles assigned to patrolman on their shift.
- Patrol Commander shall conduct quarterly vehicle inspections of all vehicles assigned to patrol personnel.
- c. CID Commander shall conduct quarterly vehicle inspections of all vehicles assigned to CID personnel.
- d. Chief of Police, Patrol Commander, CID Commander, and the Jail Administrator are authorized to conduct spot vehicle inspections.
- e. Each officer should conduct a brief vehicle inspection on a daily basis to prevent from violating this policy and the standards listed below.

### III. Vehicle Standards:

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- a. Vehicle shall be washed at least once a month or more as needed.
- b. At no time will the vehicle be found with loose trash on the floorboards or in any other area of the vehicle.
- c. The seats of the vehicle shall not be filled with debris or trash of any kind.
- d. All paperwork needed to complete the basic functions of the officers assigned task should be kept neat and orderly to prevent from having a cluttered or messy appearance.
- e. Cupholders shall not be filled with trash or any objects preventing from the proper usage of the cupholder.
- f. The police radio shall be kept clean at all times.
- g. The fuel tank should be kept at half a take or more whenever possible.
  - Best practice is to fill the gas tank at the beginning or end of the work shift.
- When completing a vehicle inspection the following vehicle inspection form shall be used. No other forms will replace the vehicle inspection form.

# Osceola Police Department Vehicle Inspection Form

Officer's Name/Badge Number					
Vehicle Number		DEFECT.	A TRUE SEA	The state of	
Location of Inspection				Res No	
External Cleanliness	Yes /	No	/ Ne	eds Improven	nent
Internal Cleanliness	Yes /	No	/ Ne	eds Improven	nent
Trosh on the floorboards	Yes /	No	/ Ne	eds Improven	nent
Driver and passenger seats clean	Yes /	No	/ :Ne	eds Improven	nent
Cupholders clean and usable	Yes /	No	/ Ne	eds Improven	nent
Police radio clean and free of debris	Yes /	No	/ Ne	eds Improven	nent
Full tank of least half full	Yes /	No	CHES MAN	eds Improven	STATE AT ALL
Headlights function	Yes /	No	/ Ne	eds Improven	nent
Taillights function	Yes /	No	/ Ne	eds Improven	nent
Wiper blades function	Yes /	No	/ Ne	eds Improven	nent
Spot light functional	Yes /	No	/ Ne	eds Improven	nent
Interior lights functional	Yes /	No	/ Ne	eds Improven	nent
Emergency lights functional	Yes /	No	DEPTH HERES	eds Improven	S. L. S.
Siren functional	Yes /	No	Reservations.	eds Improven	NA WARM IT TO
Oil Change Current	Yes /	No	PER INVESTORY	eds Improven	2 dispersion Line all
Tire air pressure correct	Yes /	No	/ Ne	eds Improven	nent
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### Misdemeanor Evidence Lockers

### And

### **Evidence Log Sheets**

### 1) Evidence Lockers

- a. Evidence Lockers shall be locked whenever the shift commander or patrol commander are not in the immediate control of the locker.
- b. Evidence Lockers shall not be left opened or unlocked when not attended by the shift commander and/or patrol commander.
- c. The patrol commander shall issue an evidence locker and combination lock to each shift commander as needed.
- d. Shift commanders shall not share the combination to the combination lock with any other person, department personnel or civilian.
- e. Patrol commander and shift commander shall maintain evidence logs.
- f. Evidence logs must be kept in the correct assigned evidence locker.

### Evidence Logs

- a. Only the shift commander and patrol commander shall enter information on the evidence log.
- b. Fill out all blocks of the evidence log that are applicable at the time evidence is being logged.
- c. Shift commandeer shall follow the evidence log from left to right.
  - i. Received from
    - List the officers name that is turning the evidence over to the shift commander or patrol commander.
  - ii. Date
    - 1. The date that evidence is turned in.
  - iii. Time
    - 1. The time that evidence is turned in.
  - iv. Type of Evidence
    - Brief description of the evidence being logged.
  - v. Offenders Name
    - 1. The correct spelling of the offender's name.
  - vi. Disposition of case and date of disposition
    - 1. The disposition of the case and the date the disposition was issued by the court.
  - vii. Release/Destruction Date
    - 1. The date that the evidence is released from the shift commander to the patrol commander or destruction or returned to the owner.

### 3) Destruction Log

- a. Patrol Commander shall maintain the destruction log.
  - i. Received from
    - 1. List the shift commander that is turning the evidence over.
  - ii. Date
    - 1. The date that evidence is turned in.
  - iii. Time
    - 1. The time that evidence is turned in.
  - iv. Type of Evidence
    - 1. Brief description of the evidence being logged.
  - v. Offenders Name
    - 1. The correct spelling of the offender's name.
  - vi. Disposition of case and date of disposition
    - The disposition of the case and the date the disposition was issued by the court.
  - vii. Release/Destruction Date
    - 1. The date that the evidence or destruction or returned to the owner.

## Policy Update

To: All Employees of the Osceola Police Department

From: Chief Collins

Purpose: Update Personnel G-4, Intoxication/Drug Use

All policy manuals will preplace Personnel G-4 Intoxication/Drug Use with the up to date police.

Personnel G-4 Intoxication/Drug Use policy will now read as follows:

### PERSONNEL G-4

#### INTOXICATION/DRUG USE:

At no time shall an employee report for duty under the influence of alcohol or of any drugs, other than as prescribed by a physician or over the counter medication as necessary to maintain his/her well-being. The use of, distribution of, sale of, or personal possession of alcohol or drugs (excluding prescribed medications) are strictly prohibited on City property during working and non-working hours. Individuals in violation of the alcohol and drug policy will be terminated. The City does reserve the right to do random drug testing for all employees of all departments. The City will conduct pre-employment drug tests.

At no time will an employee be a participant of any illegal intoxicating drugs. No employee shall drink any alcoholic beverage while on duty, nor take any type of drugs other than as prescribed by a physician or over the counter medication as necessary to maintain his/her well-being. Any employee with the odor of intoxicants about their person will be asked to take a test to determine the presence of intoxicants. The test will be determined by the department head or Chief of Police. Any employee who refuses the test or if found to be under the influence of intoxicants will be subject to disciplinary action, up to and including termination.

	12/9/2019	
Chief Collins		

## Policy Update

To: All Employees of the Osceola Police Department

From: Chief Collins

Purpose: Adherence to the Law

This police update will be placed in the Osceola Police Department Policy Manual immediately following the Code of Ethics.

All law enforcement officers, jailers, dispatchers, and civilian employees of the Osceola Police Department will act in accordance with the U.S. Constitution, State Constitution, statutes, and ordinances in the performance of their duties and in their personal time. Any employee of the Osceola Police Department that is convicted, pleads guilty, or pleads nolo contendere/no contest to any federal, state or local violation is subject to disciplinary action up to and including termination. Ignorance to any law is not a defense against the failure to meet the requirements of the law.

All allegations against any law enforcement officer, jailer, dispatcher, or civilian employee will be investigated by the internal affairs investigator or designated replacement appointed by the Chief of Police. All investigations will be documented, and findings will be presented to the Chief of Police within a reasonable time.

Any law enforcement officer, jailer, dispatcher, or civilian employee with knowledge of another employee of the Osceola Police Department being in violation of federal, state, or local law is required to report said knowledge to the internal affairs investigator and/or the Chief of Police.

	-15	12/9/2019
Chief Collins		Date

### Memorandum

To: Chief Collins

From: Detective White

Purpose: Internal Affairs / Police Update

Date: 10/18/2019

Policy Proposed: Conduct Unbecoming / Dereliction of Duty

- Actions that were committed or omitted by the employee lead other employees or the general public to lose faith in the employee and/or the department.
  - Employee's failure to conform to the rules and norms of the position they hold.
  - Failure or refusal to perform assigned duties in a satisfactory manner.
  - c. The employee does not render aid to another employee or the general public when a reasonable person can see that aid is needed.
    - i. The employee refuses to assist another employee.
    - ii. The employee refuses to assist a member of the public.
    - The employee does not acknowledge a need for aid when others can clearly identify the need to render aid.

### Memorandum

To: Chief Collins

From: Detective White

Purpose: Internal Affairs Police Update

### Internal Affairs Case Clearance Definitions

- 1) Exonerated: absolve from blame for a fault or wrongdoing.
  - a. Primarily used if there was evidence to support a complaint only to later find more evidence to show the complaint to be false.
- 2) Unfounded: having no foundation or basis to a claim.
  - a. Primarily used to show that a complaint had no merit or facts to support.
- 3) Sustained: evidence shows that the complaint has merit and is true.
  - a. Given the totality of the citation the policy violation was justified at that time for that incident.
- 4) Not sustained: The evidence of the complaint is not sufficient to prove or disprove the complaint.
  - a. Primarily used when the investigation cannot prove or disprove the complaint.
- 5) Policy Failure: When the actions of an employee are found to lack integrity or trust of the public but have not violated policy.

### Memorandum

To: Reserve Officers From: Chief Collins

Purpose: Reserve Structure

- 1) Reserve Officer Chain of Command
  - a. Chief of Police
  - b. Patrol Commander
  - c. Shift Commander
  - d. Reserve Supervisor
  - e. Reserve Officer
- 2) Reserve Officer Rank Structure
  - a. Reserve Supervisor can hold up to the rank of Sergeant
  - Reserve Officers other than the Reserve Supervisor will not hold a rank higher than patrolman
- 3) Reserve Supervisor
  - a. Appointed by the Chief of Police and/or the Patrol Commander
  - b. Insure all Reserve Officers are meeting training requirements
  - Insure all Reserve Officers are scheduled monthly through the Patrol Commander
  - d. Insure that all contact information is current for each Reserve Officer
- 4) Reserve Personnel requirements
  - Each Reserve Officer shall work a minimum of four consecutive hours a month. These hours can be completed in the following ways.
    - i. Sporting events
    - ii. Music fest
    - iii. Christmas parade
    - iv. Training
    - v. Monthly meetings
    - vi. Schedule patrol time
  - b. Reserve Officers should work no less than four hours a month and no more than twenty hours a month.

- The Patrol Commander will schedule each Reserve Officer for a fourhour shift.
- d. Reserve Officers may work additional hours but may not replace or reschedule their assigned shift without approval from the Patrol Commander.
- e. Yearly firearms qualification.
- f. Yearly equipment checks.
- g. Live within the City of Osceola boundaries.
- 5) Reserve Officer Equipment
  - a. All equipment is supplied by the Osceola Police Department
  - b. Equipment must be maintained and kept in an orderly fashion
  - c. All equipment problems or failures must be report to the Reserve Supervisor who will report to the Patrol Commander
- 6) Failure to comply
  - a. Any Reserve Officer failing to comply with memos or policy regarding the structure of the Reserve Officer program is subject to release from reserve status.

### Memorandum

To: Patrol Division CC: Chief Collins

From: Detective White

Purpose: Body Camera Activation Clarification

Date: 05/24/2021

All patrol and school resource officers shall have a Body Worn Video Recording device on their person while preforming the duties of a patrol and/or school resource officer as directed in Patrol P-16.

This memorandum is to clarify when the Osceola Police Department expects body cameras to be activated to best capture the events unfolding around the patrol and/or school resource officer.

#### 1) Traffic Stops:

- The officer shall activate their body camera prior to advising dispatch that the traffic stop is being conducted.
- b. It is best practice that the body camera is activated at the time the traffic violation is seen by the officer.
- The primary officer shall leave his/her body camera on for the entire length of the traffic stop.
- d. Backup officers shall only turn off their body camera if they leave the traffic stop prior to the primary officer finishing the stop due to being dispatched to another call. If this happens the back up officer shall turn off the camera and turn it back on so that the incidents are recorded separately.

#### 2) Calls for Police Service:

- a. The officer shall turn on their body camera at the time they are dispatched. Turning on the body camera at the time of dispatch allows for all pertinent information to be recorded by the body camera system.
- The officer shall leave the body camera on until they physically clear the scene. Leaving the body camera on until the officer is

walking on driving away from the scene allows the viewer to see when the incident is over in the recording.

- This shall apply to dispatched calls for police service to include but not limited to:
  - i. When dispatched to a felony incident
  - ii. Battery 1st, 2nd, 3rd
  - iii. Traffic Stops that end with the officer issuing a citation
  - iv. DWI traffic stops
- 3) Engagement with the Public
  - a. When an officer engages with the public in an official capacity the officer shall activate his/her body camera.
  - When an officer is taking a report and/or affidavit in the patrol area of the police department the officer shall activate the body camera.
- 4) Saving of Body Camera Recordings
  - All felony incidents, arrest report, traffic or criminal citation is completed the officer shall save their recordings. This applies to incident reports completed by patrol officers and CID detectives.
  - b. When an officer uses force to make an arrest or keep the peace the officers at the incident shall save their recordings.
  - Officers shall tag their body camera footage within 72 hours of the incident.



### Memorandum

To: Chief Collins From: Detective White

Purpose: Internal Affairs / Police Update

Date: 05/24/2021

Policy Proposed: Conduct Unbecoming / Dereliction of Duty

- Actions that were committed or omitted by the employee lead other employees or the general public to lose faith in the employee and/or the department.
  - Employee's failure to conform to the rules and norms of the position they hold.
  - Failure or refusal to perform assigned duties in a satisfactory manner.
  - c. The employee does not render aid to another employee or the general public when a reasonable person can see that aid is needed.
    - i. The employee refuses to assist another employee.
    - ii. The employee refuses to assist a member of the public.
    - The employee does not acknowledge a need for aid when others can clearly identify the need to render aid.

5-24-2021

## Policy Update

To: All Employees of the Osceola Police Department

From: Chief Collins

Purpose: Update Personnel G-4, Intoxication/Drug Use

All policy manuals will preplace Personnel G-4 Intoxication/Drug Use with the up to date police.

Personnel G-4 Intoxication/Drug Use policy will now read as follows:

### PERSONNEL G-4

#### INTOXICATION/DRUG USE:

At no time shall an employee report for duty under the influence of alcohol or of any drugs, other than as prescribed by a physician or over the counter medication as necessary to maintain his/her well-being. The use of, distribution of, sale of, or personal possession of alcohol or drugs (excluding prescribed medications) are strictly prohibited on City property during working and non-working hours. Individuals in violation of the alcohol and drug policy will be terminated. The City does reserve the right to do random drug testing for all employees of all departments. The City will conduct pre-employment drug tests.

At no time will an employee be a participant of any illegal intoxicating drugs. No employee shall drink any alcoholic beverage while on duty, nor take any type of drugs other than as prescribed by a physician or over the counter medication as necessary to maintain his/her well-being. Any employee with the odor of intoxicants about their person will be asked to take a test to determine the presence of intoxicants. The test will be determined by the department head or Chief of Police. Any employee who refuses the test or if found to be under the influence of intoxicants will be subject to disciplinary action, up to and including termination.

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05/24/2021

Chief Collins

### Memorandum

To: Employees of the Osceola Police Department

CC: Chief Collins
From: Detective White

Purpose: Update to Off-Duty Employment

Date: 05/24/2021

The following memo is intended to give additional guidelines for policy
Personnel G-11 and shall supersede any previous policies or memorandums regarding
the subject.

### Off-Duty Employment

- It shall be the policy of the Osceola Police Department that all secondary
  employment shall be approved by the Chief of Police. No employee may
  accept employment with any other agency, company, or organization that
  will place the employee in conflict of interest with the City or the Police
  Department.
- 2) Application for Off-Duty Employment
  - a. The employee shall request in writing their intentions for off-duty employment no less than 30 days prior to their anticipated start date for secondary employment.
  - b. Secondary employment shall be renewed yearly. The renewal shall be made no later than December 1<sup>st</sup> of the year prior. The Chief of Police will have until January 1<sup>st</sup> to review secondary renewal requests and issue approval or denial of the request.
  - c. The request for secondary employment will include the following:
    - i. Number of days a week that will be worked
    - ii. Specific or possible days that will be worked
    - iii. Total number of hours to be worked
    - iv. Number of hours per day to be worked
    - Physical address and telephone number of the business/company/agency

- vi. Name of the supervisor and a contact telephone number
- vii. The general responsibilities the employee will have
- 3) Sick Time and Secondary Employment
  - a. It is the policy of the Osceola Police Department that no employee shall be allowed to work any secondary employment while on sick leave from the Osceola Police Department.
- 4) Osceola Police Department Policy
  - a. All Osceola Police Department employees shall be held to the high standards of the Osceola Police Department policy while at any secondary employment just as they are for employment with the Osceola Police Department.
- 5) Termination of Secondary Employment
  - a. The Chief of Police can terminate the secondary/off-duty employment of any employee of the Osceola Police Department at any time it is believed the secondary employment is interfering with the employee's duties and responsibilities to the Osceola Police Department.

C-24-2021



Osceola Police Department 401 W. Keiser Osceola, AR 72370 (870) 563-5213

## Memorandum

Date:

May 24, 2021

To:

All Employees

From:

Chief Collins

Subject:

Attendance/Tardy Policy

Number:

2021-1

Tardiness cannot be tolerated. Employee attendance is a major issue and our attendance/tardy policy will be strictly enforced. Tardiness occurs when an employee is not present, and ready to begin working, at his/her workstation at their scheduled time, no matter how late you are even one minute will count. Tardiness being defined as (5) minutes late has not been effective since June 2013. Employees who violate the policy will be disciplined according to city policy and procedure handbook, copy attached.

5-24-2021

Ollie Collins Chief of Police

### INTEROFFICE MEMORANDUM

TO:

OSCEOLA POLICE DEPARTMENT

FROM:

CHIEF OLLIE COLLINS

SUBJECT:

ASSISTANT CHIEF JOB DESCRIPTION

DATE:

5/6/21

### JOB TITLE: ASSISTANT CHIEF

JOB SUMMARY: THE ASSISTANT CHIEF WORKS UNDER THE DIRECTION AND SUPERVISION OF THE CHIEF OF POLICE. THE ASSISTANT CHIEF IS RESPONSIBLE FOR ADMINISTRATION, CRIMINAL INVESTIGATIONS, JAIL AND PATROL OPERATIONS OF THE OSCEOLA POLICE DEPARTMENT.

### **EXAMPLES OF WORK:**

- 1. COMMANDS THE POLICE DEPARTMENT IN THE ABSENCE OF THE CHIEF OF POLICE; ASSISTS THE CHIEF OF POLICE IN THE PLANNING, COORDINATION, SUPERVISION, AND EVALUATION OF THE POLICE DEPARTMENT OPERATIONS; OVERSEES AND SUPERVISES A STAFF OF SUPERVISORY OFFICERS AND ADMINISTRATIVE SUPPORT STAFF FOR THE DEPARTMENT BY ASSIGNING WORK; REVIEWING WORK AND REPORTS, EVALUATING PERFORMANCES OF SUBORDINATES AND WRITING COMMENDATIONS WHEN APPROPRIATE.
- 2. CONFERS ON A DAILY BASIS WITH THE CHIEF OF POLICE FOR ASSIGNMENTS; REVIEWS AND ASSISTS IN THE DEVELOPMENT OF POLICIES AND PROCEDURES FOR THE DEPARTMENT AND ASSURES THAT DEPARTMENT POLICY AND PROCEDURE MANUAL IS FOLLOWED BY ALL PERSONNEL; SERVES ON COMMITTEES AS DIRECTED; ATTENDS STAFF MEETINGS; AND REPRESENTS THE DEPARTMENT AT COMMUNITY FUNCTIONS.
- 3. OVERSEES DWI AND SEATBELT PROGRAMS; COORDINATES DEPARTMENT RECRUITMENT ACTIVITIES, AND SCHEDULES APPLICANT AND PROMOTIONAL PROGRAMS.
- 4. PREPARES SPECIAL REPORTS AND PROVIDES BRIEFINGS ON MAJOR INCIDENTS AND OTHER EVENTS AS REQUIRED BY THE CHIEF OF POLICE.

- 5. COORDINATES DEPARTMENTAL FUNCTIONS WITH OTHER LOCAL, STATE, AND FEDERAL LAW ENFORCEMENT AGENCIES, THE PROSECUTOR'S OFFICE, AND COURTS AS NECESSARY.
- 6. MEETS WITH CIVIC GROUPS AND ORGANIZATIONS RELATIVE TO POLICE GOALS, PROGRAMS, ACTIVITIES, AND PROJECTS.
- 7. ASSISTS THE CHIEF OF POLICE IN PREPARING AND KEEPING WITHIN THE DEPARTMENT BUDGET.
- 8. COORDINATES WITH MEDIA WITH INFORMATION CONCERNING DEPARTMENT ACTIVITIES.
- 9. OVERSEES VEHICLE AND EQUIPMENT MAINTENANCE.
- 10. SERVES AS DIVISION COMMANDER IN THE ABSENCE OF ANY COMMANDER OF ANY DIVISION, ESPECIALLY IN CIRCUMSTANCES WHERE A COMMANDER HAS NOT BEEN SELECTED.
- 11. REMAIN COMMANDER OVER THE DEPARTMENT HE/SHE WAS COMMANDING AT THE TIME HE/SHE WAS PROMOTED TO THE RANK OF ASSISTANT CHIEF.

#### WORK RELATED RELATIONSHIPS:

THE ASSISTANT CHIEF OF POLICE WILL HAVE DAILY CONTACT WITH DEPARTMENT PERSONNEL, OTHER LAW ENFORCEMENT AGENCIES, AND THE GENERAL PUBLIC. THERE WILL ALSO BE FREQUENT CONTACT WITH NEWS MEDIA, MUNICIPAL GOVERNMENT OFFICIALS, BUSINESS AND CIVIC ORGANIZATIONS, AND STATE AND FEDERAL AGENCIES.

#### SPECIAL JOB DIMENSIONS:

ASSISTANT CHIEF OF POLICE SOMETIMES INVOLVES WORKING ODD HOURS WHEN NEEDED TO MANAGE LAW ENFORCEMENT SERVICES. IN THE EVENT OF EMERGENCIES, DISASTERS, OR EXTENDED WORKLOADS, HOURS WOULD BE EXPECTED TO CHANGE TO ACCOMMODATE SITUATIONS. YOU WILL BE EXPOSED TO DANGEROUS SITUATIONS IN THE LINE OF DUTY.

### KNOWLEDGE, SKILLS AND ABILITIES

- KNOWLEDGE OF THE PRINCIPLES, PRACTICES, AND TECHNIQUES OF LAW ENFORCEMENT OPERATIONS AND MANAGEMENT.
- KNOWLEDGE OF THE CRIMINAL JUSTICE SYSTEM.
- KNOWLEDGE OF THE PRINCIPLES AND PRACTICES OF HUMAN RESOURCE AND ORGANIZATIONAL MANAGEMENT.
- KNOWLEDGE OF LAW ENFORCEMENT ADMINISTRATION PRACTICES AND PROCEDURES

- KNOWLEDGE OF GENERAL BUDGETARY AND FISCAL PROCEDURES.
- KNOWLEDGE OF STATE AND FEDERAL LAWS GOVERNING THE FUNCTIONS AND OPERATIONS OF LAW ENFORCEMENT.
- ABILITY TO PLAN, ORGANIZE, AND DIRECT THE WORK OF LOWER-LEVEL MANAGERS, SUPERVISORS, AND SUBORDINATES.
- ABILITY TO EMPOWER AND MOTIVATE EMPLOYEES, COMMUNITY, AND GOVERNMENT OFFICIALS
- ABILITY TO PLAN DEPARTMENTAL OBJECTIVE AND OPERATIONAL ACTIVITIES.
- ABILITY TO PREPARE AND PRESENT BUDGET REQUESTS.

#### QUALIFICATIONS:

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- BE A CITIZEN OF THE UNITED STATES
- POSSESS A VALID DRIVER'S LICENSE
- EXPERIENCE IN SERVING IN LAW ENFORCEMENT OR A LAW ENFORCEMENT RELATED FIELD
- POSSESS SUPERVISORY EXPERIENCE

### SPECIAL REQUIREMENTS:

CERTIFIED AS A LAW ENFORCEMENT OFFICER BY THE ARKANSAS COMMISSION ON LAW ENFORCEMENT STANDARDS AND TRAINING AS ESTABLISHED BY ARKANSAS CODE 12-9-204.

\*\*THE ITEMS LISTED ARE ONLY BEING USED TO ILLUSTRATE TO DUTIES THAT ARE POSSIBLE WHEN A PERSON IS APPOINTED TO THIS POSITION. THIS IS NOT A FIXED DOCUMENT AND CAN BE CHANGED AT ANY TIME ACCORDING TO THE WISHES OF THE CHIEF OF POLICE.

OLLIE COLLINS
CHIEF OF POLICE

#### INTEROFFICE MEMORANDUM

TO:

OSCEOLA POLICE DEPARTMENT

FROM:

CHIEF OLLIE COLLINS

SUBJECT: RANK OF MAJOR

DATE:

5/6/21

#### RANK OF MAJOR

THE RANK OF MAJOR IS NOT SPECIFIC TO ANY CERTAIN COMMANDER POSITION. THE RANK OF MAJOR CAN BE GIVEN TO ANY INDIVIDUAL THAT IS CURRENTLY A MEMBER OF THE COMMAND STAFF AT THE REQUEST OF THE CHIEF OF POLICE.

AN INDIVIDUAL OBTAINING THE RANK OF MAJOR WILL STILL BE BOUND TO THE JOB DUTIES HE/SHE HAD AT THE TIME OF THE PROMOTION OR AS APPOINTED BY THE CHIEF OF POLICE.

A PERSON WITH THE RANK OF MAJOR WILL BE EXPECTED TO ACT AS HEAD OF THE DEPARTMENT IN THE ABSENCE OF THE CHIEF OF POLICE AND THE ASSISTANT CHIEF OF POLICE.

#### **QUALIFICATIONS**

- MUST BE AN EMPLOYEE OF THE OSCEOLA POLICE DEPARTMENT
- MUST BE A CURRENT MEMBER OF THE COMMAND STAFF (ADMINISTRATIVE COMMANDER/DETENTION FACILITY COMMANDER, PATROL COMMANDER, CID COMMANDER)
- MUST CURRENTLY HOLD THE POSITION OF CAPTAIN

\*\*THIS RANK WILL BE GIVEN AT THE WISH OF THE CHIEF OF POLICE. ANY AND ALL MATTERS DISCUSSED IN THE DESCRIPTION ARE SUBJECT TO CHANGE AT ANY TIME AT THE WISHES OF THE CHIEF OF POLICE

OLLIE COLLINS

CHIEF OF POLICE

#### INTEROFFICE MEMORANDUM

TO:

OSCEOLA POLICE DEPARTMENT

FROM:

CHIEF OLLIE COLLINS

SUBJECT:

AMINISTRATIVE COMMANDER/DETENTION FACILITY COMMANDER

JOB DESCRIPTION

DATE:

5/6/21

## JOB TITLE: ADMINISTRATIVE COMMANDER/DETENTION FACILITY ADMINISTRATOR

### JOB SUMMARY:

THE ADMINISTRATIVE COMMANDER/DETENTION FACILITY ADMINISTRATOR WORKS UNDER THE GENERAL DIRECTION OF THE ASSISTANT CHIEF OF POLICE AND IS RESPONSIBLE FOR THE ADMINISTRATIVE AND DETENTION FACILITY OPERATIONS OF THE OSCEOLA POLICE DEPARTMENT. THIS POSITION IS GOVERNED BY STATE AND FEDERALS LAWS, AND DEPARTMENT POLICY.

### **EXAMPLES OF WORK:**

- 1. SUPERVISES THE DEPARTMENT CIVILIAN EMPLOYEES AND REVISES AND WRITES THE DEPARTMENT POLICY AND PROCEDURES MANUAL; HANDLES WALK IN COMPLAINTS; AND REPRESENTS THE DEPARTMENT WHEN SPEAKING THE COMMUNITY ORGANIZATIONS.
- 2. PLANS AND SCHEDULES TRAINING FOR ALL CIVILIAN EMPLOYEES OF THE DEPARTMENT.
- 3. PURCHASES SUPPLIES FOR THE DEPARTMENT AND SUPERVISES BUILDING MAINTENANCE.
- 4. KEEPS THE PERSONNEL FILES FOR THE DEPARTMENT AND DETENTION FACILITY; CONDUCTS AND DIRECTS INVESTIGATIONS AS REQUIRED RELATING TO INTERNAL AFFAIRS, CRIMINAL ACTS, AND CITIZEN COMPLAINTS.
- 5. OBTAINS ALL RECORDS AND MATERIALS NEEDED FOR EMPLOYMENT; SCHEDULES ALL PRE-EMPLOYMENT DOCTOR APPOINTMENTS AND DRUG TESTING FOR POTENTIAL NEW HIRES.
- 6. SCHEDULES PRE-EMPLOYMENT INTERVIEWS WITH POTENTIAL JAILER, AND MATRON/DISPATCHER NEW HIRES.

- 7. PURCHASES SUPPLIES FOR THE DEPARTMENT AND SUPERVISES BUILDING MAINTENANCE.
- SUPERVISES DETENTION FACILITY.
- 9. PREPARES THE BUDGET FOR THE DETENTION FACILITY; PURCHASES FOOD AND SUPPLIES FOR THE DETENTION FACILITY; KEEPS AND INVENTORY OF DETENTION FACILITY ITEMS AND EQUIPMENT; MAINTAINS THE DETENTION FACILITY EXERCISE YARD; PLANS AND SCHEDULES TRAINING FOR DETENTION FACILITY.
- 10. REVISES AND WRITES THE DETENTION FACILITY POLICY AND PROCEDURES MANUAL; AND ASSURES THAT THE DETENTION FACILITY PERSONNEL ADHERE TO FEDERAL, STATE, AND LOCAL LAWS PERTAINING TO DETENTION FACILITY STANDARDS.
- 11. SUBMITS MONTHLY AND YEARLY REPORTS TO SOCIAL SECURITY ADMINISTRATION ON INMATES; MONTHLY REPORTS TO THE CRIMINAL DETENTION FACILITY REVIEW COMMISSION; SUBMITS MONTHLY BOARD BILLINGS TO OTHER LAW ENFORCEMENT AGENCIES FOR HOLDING OF INMATES; AND KEEP RECORDS OF INMATES AND WARRANTS FOR OTHER LAW ENFORCEMENT AGENCIES.
- 12. MAKES SURE THAT INMATES REMAIN SEPARATED; ASSURES INMATES OF PROPER MEDICAL ATTENTION; APPLIES CREDITS ON FINES FOR TIME SPENT IN DETENTION OR COMMUNITY SERVICE; AND ASSURES THAT INMATES HAVE GOOD TIME APPLIED TO THEIR SENTENCE WHEN EARNED.
- 13. MAINTAINS DAY TO DAY CONTACT WITH INMATES; ARRANGES FOR FINES TO BE PAID, SERVE TIME, OR COMMUNITY SERVICE; AND WRITES SHOW CAUSE ORDERS FOR THE COURT FOR INMATES THAT DO NOT COME IN AND FINISH THEIR TIME, OR DISREGARD THE DETENTION FACILITY RULES.

#### WORK RELATIONSHIPS:

THE ADMINISTRATIVE COMMANDER/DETENTION FACILITY ADMINISTRATOR HAS FREQUENT CONTACT WITH DEPARTMENT PERSONNEL, OTHER LAW ENFORCEMENT AGENCIES, BUSINESSES, THE GENERAL PUBLIC AND OCCASIONAL CONTACT WITH OTHER CITY AGENCIES.

#### SPECIAL JOB DIMENSIONS:

THE POSITION INVOLVES REGULAR AND IRREGULAR HOURS NEEDED TO MANAGE LAW ENFORCEMENT SERVICES. WORK HOURS MAY BE EXTENDED IN THE EVENT OF EMERGENCY, DISASTER, MANPOWER SHORTAGE, OR EXTENDED WORKLOADS. YOU WILL BE EXPOSED TO DANGEROUS SITUATIONS IN THE LINE OF DUTY.

### KNOWLEDGES, SKILLS, AND ABILITIES:

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- KNOWLEDGE OF THE PRINCIPLES, PRACTICES, AND TECHNIQUES OF LAW ENFORCEMENT AND DETENTION FACILITY STANDARDS.
- KNOWLEDGE OF THE CRIMINAL JUSTICE SYSTEM.
- KNOWLEDGE OF STATE AND FEDERAL LAWS GOVERNING THE FUNCTIONS AND OPERATIONS OF THE POLICE DIVISION AND DETENTION FACILITY MANAGED.
- KNOWLEDGE OF LAW ENFORCEMENT AND DETENTION FACILITY ADMINISTRATION PRACTICES AND PROCEDURES.
- KNOWLEDGE OF GENERAL BUDGETARY AND FISCAL PROCEDURES.
- ABILITY TO COMMUNICATE EFFECTIVELY ORALLY AND IN WRITING.
- ABILITY TO PREPARE AND PRESENT BUDGET REQUESTS.
- ABILITY TO OVERSEE AND DIRECT OFFICERS AND ADMINISTRATIVE STAFF IN THE DAILY ADMINISTRATION OF THE DEPARTMENT AND THE DETENTION FACILITY.
- ABILITY TO ORGANIZE, TRAIN, AND SUPERVISE SUBORDINATE PERSONNEL.
- ABILITY TO EXERCISE SOUND JUDGEMENT IN EVALUATING SITUATIONS AND IN MAKING DECISIONS.

### **QUALIFICATIONS:**

- BE A CITIZEN OF THE UNITED STATES
- POSSESS A VALID DRIVER'S LICENSE
- EXPERIENCE IN SERVING IN LAW ENFORCEMENT OR A LAW ENFORCEMENT RELATED FIELD
- POSSESS SUPERVISORY EXPERIENCE

#### SPECIAL REQUIREMENTS:

CERTIFIED AS A LAW ENFORCEMENT OFFICER BY THE ARKANSAS COMMISSION ON LAW ENFORCEMENT STANDARDS AND TRAINING AS ESTABLISHED BY ARKANSAS CODE 12-9-204.

\*\*THE ITEMS LISTED ARE ONLY BEING USED TO ILLUSTRATE TO DUTIES THAT ARE POSSIBLE WHEN A PERSON IS APPOINTED TO THIS POSITION. THIS IS NOT A FIXED DOCUMENT AND CAN BE CHANGED AT ANY TIME ACCORDING TO THE WISHES OF THE CHIEF OF POLICE.

RESOLUTION NO.	
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# A RESOLUTION ADOPTING AMENDMENT TO CITY OF OSCEOLA EMPLOYEE HANDBOOK TO REMOVE RESIDENCY REQUIREMENT IN CERTAIN PARTICULARS FOR UNIFORMED OSCEOLA POLICE DEPARTMENT OFFICERS AND CIVILIAN EMPLOYEES

WHEREAS, uniformed police officers and the civilians who serve alongside them are necessary and essential to the health, safety and welfare of the residents of the City of Osceola, Arkansas; and

WHEREAS, the operation of a successful law enforcement agency to protect and serve the residents of the City of Osceola, results in the reduction of crime, and thereby promotes population, economic and industrial growth; and

WHEREAS, the City of Osceola has been unable to fill a number of vacancies with highly qualified applicants of good moral and ethical character; and

WHEREAS, the current residency requirement is prohibitive to the City of Osceola, Arkansas, to compete with other cities and law enforcement agencies within the County of Mississippi that do not have residency requirements;

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

The City of Osceola Employee Policy Handbook shall be amended as reflected in "Exhibit A" attached hereto which is incorporated by reference as though set forth word for word herein.

PASSED this day of AUGUST, 2021.	APPROVED:	
Attest:	Mayor Sally Longo Wilson	
CITY CLERK		

#### City of Osceola, Arkansas

### **INVITATION TO BID**

The City of Osceola, Arkansas will be accepting bids for (1) new and unused 2022 single axle NON CDL street sweeper. Bids must be received by July 29.2021 until 10:00 AM at the City of Osceola, Arkansas. The chosen bid will be announced within seven calendar days.

Bid information can be obtained by contacting Steve Choals at 870-622-5070.

Trucks are to have body installed and fully operational when delivered.

All bids should meet or exceed specifications requested.

The bid must be signed with the firm name and by an authorized employee of the company.

Any bids received after bid starting time will not be accepted.

No changes or additions will be accepted after submitting the bid.

The City of Osceola reserves the right to accept or reject any or all bids.

All prices quoted will remain firm for 30 days from the date of the bid opening.

Bidder must indicate whether they meet the bid specifications requested by the City of Osceola. If the specifications do not meet or exceed specifications requested please indicate what is being offered on a separate page.

Include product literature, full specifications, and warranty in bid package. If extended warranties are available list the offerings and pricing on a separate sheet.

Indicate delivery time, in days, from the date the city issues a purchase order.

All pricing should be calculated to include delivery to Osceola, Arkansas.

Location and Hours of Operation or previous service performance by the bidder may be considered as determining factors of Best Bid.

It must be understood by all bidders the truck proposed must be delivered fully operational.



# PROPOSAL SUMMARY

Prepared for:

Steve Choals, City of Osceola AR





# Elgin RegenX Street Sweeper

RegenX street sweeper



Steve Choals, City of Osceola

Date: 7/1/2021

# **Elgin Street Sweepers**

Environmental Products would like to thank you for the opportunity to present the Elgin RegenX Street Sweeper.

Environmental Products Group is the sole provider of Elgin Street Sweeping Equipment in the State of Arkansas/ Western Tennessee, as well as many other leading industry product lines including: Vactor Sewer Cleaners, Envirosight Pipeline Inspection Cameras, Labrie Refuse Equipment, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

Product Description



 Tier 4F emissions, John Deere 4045 turbocharged diesel engine, 8 cu. yard tilting hopper w/ 50-degree dump angle, right and left side brooms, sweeper powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below

#### Standard Features

- · Chassis Painted Standard White
- Sweeper Parts Manual
- Sweeper Operators Manual
- John Deere Operators Manual
- John Deere Parts
- Broom measurement ruler
- 16' 8" Water fill hose
- Machine delivery packet
- Elgin safety manual
- Auto Shutdown, Aux. Engine: low oil pressure, high coolant temp, hydraulic oil level, fuel temp, intake manifold air temp, water-in-fuel, very
- · high soot loading.
- · Backup Alarm, electric
- Brooms, hydraulic rotation
- Brooms, Dual
- · Console, w/rocker switches for all sweep functions
- Full gauge package including tachometer, engine hour meter, oil pressure indicator and coolant temperature. Engine speed control, side broom
- down pressure controls and automotive style blade fuses. Standard indicators for full load, screen down, and hydraulic oil temp indicator lamps.
- · Optional indicator lamps for hopper up, door open and/or hydraulic oil temp.
- Sweep resume/sweep transport/reverse pick-up
- Fuel Water Separator on Aux Engine
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls
- Hose, hydrant fill, 16'8" (5080 mm) with coupling
- LED Clearance Lights
- · Lights; rear clearance and rear identification
- 8" convex mirror
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 13"
   (324mm) inside diameter suction hose with quick
- · disconnect on suctions side
- Water system; one (1) rocker switch with HI / LOW setting, Spray nozzles: three (3) in the suction, nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Hydraulic Oil Cooler
- Vacuum enhancer, cable-controlled in cab, 5 settings
- Water tank, molded polyethylene, 250 gallons
- Water pre-filter, hydrant fill hose
- FUNCTIONAL CONTROL OF WATER SYSTEM dispenses water with the use of the sweeper function rocker switch. Water to pickup head on



- when water is turned on, water to side brooms on when brooms are deployed.
- ANTI SIPHON 2-1/2" AIR GAP
- Standard Electric Horns
- Right Hand Bostrom Air 905 Cloth Hi-Back
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty

#### **Additional Features**

- 2022 M2 Dual Steer
- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- · Right Hand Inspection Door
- Front Spray Bar
- 12in Convex Mirrors
- In-Cab Hopper Dump
- LED Stop/Turn/Tail
- Dual Sidebroom Lights-LED
- Hydraulic Oil Level Gauge W/Thermometer on Tank
- · Auxiliary Hydraulic Pump
- Idle Down / No Water
- Left Hand Toolbox
- Right Hand Toolbox

## **Chassis Options**

- 2022 Freightliner M2-106
- Engine: Cummins B6.7
- 200HP
- Transmission: Allison 2000





# Elgin Sweeper Company

**Public Utility Equipment** 

#122017 FSC Maturity Date: 02/20/2022

## https://www.sourcewell-mn.gov

Elgin's Sourcewell Contract Number: #122017-FSC

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet member needs and allows us to offer exceptional products from nationally acclaimed vendors.

Leveraging Sourcewell gives you a 3% discount off of the body of the machine. The pricing below breaks down the pricing and shows the discount applied

Sale Price = \$ 243,605.00

Body Price = \$161,223.00 (3% = \$4836.69)

Sourcewell Discount = \$4836.69

Final Price = \$238,768.31

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

D . 4	7///000/	
Date:	7/1/2021	



## LIMITED WARRANTY

armara

Each mathine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months provided the mathine is used in a normal and reasonable manner. This limited warranty is applicable only to the original user-purchaser for a period of twelve (12) months (as measured from the date of delivery to the original user-purchaser) and is not transferable.

During the Limited Warranty Period ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO.

The ESCO Limited Warranty shall not apply to

- Major components or trade accessories such as but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries that have a separate warranty by the original manufacturer.
- 2 Normal adjustments and maintenance services
- 3. Normal wear parts such as but not limited to brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
- 4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
- 5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
- 6. Items subject to misuse, negligence, accident or improper maintenance

\*NOTE" The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR INVLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ESCO, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to after the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY 1300 W Bartlett Read Elgin, Illinois 60120





# **Turn Key Maintenance Contract**

The intent of this ag	greement is to describe special terms and condi	itions forThe City of	of
Osceola	to lease or purchase a street sweeper with v	vendor maintenance. Th	ıe
proposal is written to	o ensure that equipment operated by you will pr	rovide the lowest total cos	st
during its useful life	e. The proposal is supplemental to the Elgin	Street Sweeper Technica	al
Specifications. This	contractual agreement includes all preventative	maintenance and repairs t	to
both the body and ch	nassis with noted exceptions.		

### **DEFINITIONS:**

- The term "Customer" shall mean the City of Osceola
- The term "EPG" shall mean Environmental Products Group, Inc., the dealer who represents the manufacturer of the equipment being proposed.
- The term "Fleet Management" shall mean Customer Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
- The term "EPG Principal" shall mean the principal person or his/her designated representative of EPG, Inc., whom this contract shall apply.
- The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to the EPG from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when the Customer's main equipment shop and/or maintenance facility is normally open for operation. The Customer shall supply EPG with this information upon award of this contract.
- The term "in-service date" shall mean the date the Customer places the unit in operation. The Customer will notify the EPG Principal of the in-service date.
- The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.

### TERMS OF THE MAINTENANCE CONTRACT:

- 1. Term of Maintenance Contract: This guarantee shall be in effect for a period of (4\_years). (Sweepers 4 Yrs. Maximum). Effective Start Date will be \_\_\_TBD\_\_\_\_
- 2. Rates: \$\_13,800\_Annual in advance.
- 3. Required Training: The training will require a minimum of one (1) day for operating, daily and weekly maintenance overview.
- 4. Customer Responsibilities Consumable Items: The Customer is responsible for providing fuel, insurance, an operator for the machine and the following consumable items; brooms, spray nozzles, dirt shoes runners, caster wheels, black vacuum hose, aluminum vacuum tubes. Original equipment items listed in this paragraph to be utilized and will be sold by EPG to the Customer to ensure OEM integrity is maintained.
- 5. Customer Responsibilities Daily and Weekly Responsibilities: The Customer is responsible for the daily and weekly maintenance of the machine in accordance with instructions from EPG and/or the manufacturer. Weekly maintenance includes lubrication of the truck to include lube points, drivelines; as notated on the lube charts and/or unit manuals.
- 6. Customer Responsibilities Regen Policy: The Customer is responsible for monitoring the chassis DPF/Regen system. As Regen warning lights progress to a mandatory action (yellow or red warning lights), it is the Customer's responsibility to stop the vehicle and start the Regen process. In the event the unit de-rates due to a failure of running the regen process, it is the Customer's responsibility to take the unit to the appropriate chassis dealer for repairs. The Customer is responsible for this expense. Loaner equipment will not be provided due to Regen Issues that are a result of not completing the mandatory regen.
- Customer Responsibilities Tag and Title: The Customer is responsible for payment of Title and License Plate Fees.
- 8. Customer Responsibilities Operator Damage: Repair of damage caused by the Customer personnel is not covered by this agreement and must be repaired to manufacturer's original specifications within a reasonable time frame upon notification of damage. Loaner equipment will not be provided when the unit down due to customer damage.
- 9. **EPG Responsibilities Program Overview:** EPG is responsible for the cost and labor of the following:
  - a) All preventative maintenance requirements for the chassis and body.
  - b) All repairs to chassis and sweeper body and related components.
  - c) Tires are not included.
  - d) Operator damage or negligence is not included.
- EPG Responsibilities Transportation of Units: EPG shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or

maintenance required, if said repairs or maintenance cannot be completed at The Customer's site.

- 11. EPG Responsibilities Maintenance Plan Guarantee: EPG shall guarantee that the equipment purchased under this contract will be available for operation at least 95% of normal workdays. EPG shall guarantee that the equipment purchased under this contract will not be out of service for more than five (5) consecutive normal workdays, nor more than five (5) normal workdays, in any 100 consecutive, normal workday period.
  - 11.1. Equipment availability shall apply to equipment put out of service for any reason other than i.e. operator damage, theft, vandalism, accident or incidents out of control of EPG which render the unit unable or unsafe to perform those operations for which the unit is designed. The Customer's supervising personnel, after inspection will determine in conjunction with an EPG Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.
  - 11.2. The unit will be considered out of service starting the first normal workday, following EPG notification by The Customer that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal workday, following such notification. The Customer's Fleet Manager will notify the EPG Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.
- 12. **Uptime Calculation:** Equipment availability or in-service percentage (uptime) will be computed by the City at the end of each 100 consecutive, normal workday period, beginning from the in-service date, using downtime increments of normal workdays. The City will use the following formula to compute equipment availability at the end of each 100 consecutive, normal workday period: Equipment Availability = [(100 Days Downtime)/100 Days] x 100%
  - 12.1. The term "Days" refers to normal workdays. The term "Downtime" refers to the total downtime accumulated during the 100 consecutive, normal workday period.
- 13. **Downtime Credit:** EPG will credit The Customer a daily amount of \$75.00 for each normal workday required to provide 95% availability in the event a replacement unit is not available.
- 14. Loaner Units: EPG will provide a loaner unit should repair downtime be more than five (5) consecutive normal workdays. All costs associated with securing and delivering the relief unit shall be at EPG's expense, with no cost to the Customer. The relief unit must be functionally equivalent to its replacement.

- a) A Certificate of Insurance or Self Insurance Certificate for Loaner Equipment will need to be provided at the beginning of this agreement and remain in force the entire duration of this maintenance agreement. Name to be listed on the insurance is Environmental Products Group, Inc and/or EP Rents, LLC.
- b) A no charge rental/loaner document will need to be executed, that notates that the customer's responsibilities including; returning the unit clean, with all equipment/tooling and without damages. Use of consumables as defined in #4 will be the customer's responsibility.

City/County ofOsceola	Environmental Products Group, Inc.
By:	By:
Name:	Name: Christopher M. Haase
Its:	Its: President
Date:	Date:





## **TURN KEY PROGRAM**

We at Environmental Products Group offer a full service and maintenance program, called our Turn Key Program, where we take care of <u>all</u> the maintenance and repairs from BUMPER TO BUMPER (including the chassis) on your street sweeper. We perform all the work at YOUR LOCATION and provide a SUBSTITUTE TRUCK if your machine is down for more than 5 consecutive days, drastically REDUCING YOUR DOWNTIME. Plus, there are NO SURPRISE MAINTENANCE COSTS since everything is covered under your Turn Key agreement for an annual fee, <u>including your preventative maintenance</u>. This way you know exactly what the street sweeper will cost you over the life of the truck. You would only be responsible for all the wearable items like dirt shoes, brooms, fuel, tires, etc. And an added benefit to us performing the work is that you don't need to have the diagnostic software, parts inventory, or trained mechanics on hand required to work on the specialized sweeper components, leaving your fleet department more time and money to allocate toward other repair needs. Plus, we offer GUARANTEED BUYBACKS!

Ultimately, our goals become closely aligned because it costs us <u>both</u> time and money if your equipment is down, making our Turn Key customers our top priority.

You will no longer have to incur the cost of unforeseen repairs, parts, labor, downtime, extended warranties, preventative maintenance, loaners, lifetime towing, etc as all these items are included in the package. You can rest assured that your equipment will be properly maintained and that your total cost of ownership will go down under our full service and maintenance program. Plus, you take advantage of all the significant benefits the program offers, like guaranteed uptime (95%) and no surprise maintenance costs.

#### TURN KEY = PEACE OF MIND!

Please feel free to contact me to discuss further or if you have any questions. Thanks again for the opportunity and your interest in Elgin Street Sweepers.

Thank you,

**Hunter Cannon** 





Central & South Regional Manager Cell 404-964-8339

ilaganke@epofc.com