

AGENDA
OSCEOLA CITY COUNCIL REGULAR MEETING
September 19, 2022 5:00
303 HALE AVENUE - COUNCIL CHAMBERS

1. PRAYER
2. PUBLIC MEETING – Grocery Store Economic Development Incentive
3. MEETING CALLED TO ORDER & ROLL CALL by City Clerk Jessica Griffin
4. ACTION: MINUTES: August 15th regular meeting, Aug 22nd & Aug 29th Special-called meetings
5. REPORTS
 - a. Chamber of Commerce/Music Tourism meeting, Wed, Sept 14th
 - b. SHIFT, Museum, Main Street, Vector and ~~District Court Report~~
 - c. Financial Report – Melissa Harrison
 - d. Improvement Task Force met on Aug 26th & Sept 9th – See Citywide Service Plan in packet
 - e. Police/Fire reports & meeting on Sept 14th – See reports in packet
 - f. OPAR/Golf/Animal Control reports & meeting on Sept 14th – See reports in packet
 - g. Code Enforcement report & meeting with staff on Sept 8th – See reports in packet
 - h. Utility/Finance reports & meeting on Sept 8th – See reports in packet
 - i. Street & Sanitation report & meeting with staff on Sept 9th – See reports in packet
6. OLD BUSINESS
 - a. Approve: Agreement, Resolution & Cost-benefit Analysis: Grocery Econ Development Incentive
 - b. Resolution: Tax Back program for Remuriate – Mallory Darby, MS CO Economic Development
 - c. Utility Pole License Agreement – Philip Adcock
 - d. Discussion: Water bills – Philip Adcock
7. NEW BUSINESS
 - a. Authorizing Resolution: Community Development Block Grant application – Ray Fulmer
 - b. Approve: A & P Tax Commission requests: \$7,188 – AR Guide advertisement, \$1,515 Motorcycle Magazine advertisement, \$6,462.50 – interstate billboard repair.
 - c. Approve: new A & P Tax Commissioner – Jessica Stanford
 - d. Resolution: USDA Grant – Sky Cops, Forestry Mulcher, OFD & First Responder equipment
 - e. Resolutions: Purchase equipment with U.S. Steel donations – SkyCops and Forestry mulcher
8. ANNOUNCEMENTS THEN ADJOURNMENT
 - 1) Saturday, Sept 24th, Citywide Clean Up Day. Call 563-2612 to schedule pickup. No tires or construction materials.
 - 2) Tuesday, Sept 27th, Public meeting for Community Development Block Grant
 - 3) Community Improvement Task Force – 2nd & 4th Fridays @ 10:00, Sept 23rd & Oct 14th
 - 4) Music Tourism meeting– Wednesdays, Oct 12th , Oct 26th & Nov 9th @ 11:00, at the Chamber
 - 5) Wednesday, Oct 12th; Police/Fire @ 3:00
 - 6) Wednesday, Oct 12th; OPAR/Golf/Animal Control @ 4:00
 - 7) Thursday, Oct 13th ; Code Enforcement @ 1:15
 - 8) Thursday, Oct 13th; Finance/Utilities, @ 3:30
 - 9) Friday, Oct 14th; Street & Sanitation, @ 9:00
 - 10) Tuesday, Oct 4th, National Night Out at Rosenwald Park, 5:00-7:00
 - 11) Thursday, October 6th, Industrial Golf Tournament

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

REGULAR MEETING

August 15, 2022

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 August 15, 2022 at 5:00pm.

Officers present: Sally Wilson, Mayor

David Burnett, City Attorney

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

Others Present: Melissa Harrison

Public Meeting was held regarding Big River Steel from 5:01pm-5:04pm.

Meeting was called to order by Mayor Wilson. Roll was called and all Council members were present.

A&P Commission came forward requesting funds for National Night out. Motion was made by Gary Cooper and seconded by Tyler Dunegan to approve. All Council members were in favor.

Melissa Harrison came forward with the financial report. (Details attached)

MONTHLY REPORTS ARE AS FOLLOWS:

Ordinance was introduced by title only and reads as follows:

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LEGAL**NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held before the City Council of the City of Osceola, Arkansas (the "City"), at 5:00 o'clock p.m., on August 15, 2022, at the regular meeting place of the City Council at 303 West Hale, Osceola, Arkansas 72370, on the question of the adopting of an ordinance authorizing the issuance of not to exceed \$1,050,000 in principal amount of surplus utility revenue bonds (the "bonds"). The bonds will be issued under applicable laws of the State of Arkansas, including particularly Amendment 65 of the Constitution of the State of Arkansas of 1874 and Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated, to finance a portion of the cost of water and electric utility equipment and infrastructure, including, but not limited to, water and electric meters and related equipment, for the City's combined water, sewer and electric system.

The bonds will not be general obligations of the City, but will be special obligations, and in no event will they constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. The City will pledge as security for the payment of the bonds its surplus revenues derived from the operation of the City's combined water, sewer and electric system.

Interested persons may appear at the public hearing and express their views on the proposed issuance of the bonds. At the hearing all objections and suggestions will be heard and considered, and the City Council will take such action as is deemed proper in the premises.

DATED: August 3, 2022.

CITY OF OSCEOLA, ARKANSAS
By: /s/ Sally Wilson, Mayor

ORDINANCE NO. 2022-04

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SURPLUS UTILITY SYSTEM REVENUE BOND FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF WATER AND ELECTRIC UTILITY EQUIPMENT AND INFRASTRUCTURE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Osceola, Arkansas (the "City") desires to undertake a project consisting of the acquisition and installation of water and electric utility equipment and infrastructure, including, but not limited to, water and electric meter and related equipment for the City's combined water, sewer and electric system (collectively, the "Project"); and

WHEREAS, the City Council hereby finds that the Project will be in the best interest of the City and its inhabitants; and

WHEREAS, the City can finance the Project with the proceeds derived from the sale of a Surplus Utility System Revenue Bond, Series 2022 in the principal amount of \$1,050,000 (the "bond"); and

WHEREAS, the bond will be secured by a pledge of Surplus Utility System Revenues as defined in Section 5 hereof; and

WHEREAS, through the assistance of Crews & Associates, Inc., as placement agent for the City, the City is making arrangements for the sale of the bond to First National Bank of Eastern Arkansas (the "Bondholder"), at a price of par; and

WHEREAS, the City is authorized, under the provisions of Amendment 65 to the Arkansas Constitution, Title 19, Chapter 9, Subchapter 6 of the Arkansas Code of 1987 Annotated and Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated (collectively, the "Authorizing Legislation"), to accept the offer of the Bondholder and to issue the bond;

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

Section 1. The offer of the Bondholder for the purchase of the bond from the City at the price of par is hereby accepted, and the bond is hereby sold to the Bondholder.

Section 2. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly the Authorizing Legislation, a City of Osceola, Arkansas Surplus Utility System Revenue Bond, Series 2022 is hereby authorized and ordered issued in the principal amount of \$1,050,000 in order to finance a portion of the costs of the Project and costs of issuing the bond.

The bond shall bear interest at the rate of 5.750% per annum and shall be dated the date of delivery to the Bondholder. Principal and interest shall be payable in amortized monthly installments one month from the date of the bond and on the same day of each month thereafter until the bond is paid in full. The bond shall mature on the date that is seven (7) years from the date of the bond. Interest on the bond shall be computed using 360-day year and twelve 30 day months.

The bond will be registered as to both principal and interest, payable to the Bondholder, or registered assigns, as set forth hereinafter in the bond form, and shall be numbered R-1.

Payment of principal and interest shall be by check or draft mailed to the Bondholder at its address shown on the bond registration books of the City which shall be maintained by the City Clerk as Bond Registrar, without presentation or surrender of the bond (except upon final payment) and such payments shall discharge the obligation of the City to the extent thereof. The City Clerk shall keep a payment record and make proper notations thereon of all payments of principal and interest.

Payment of principal and interest shall be in any coin or currency of the United States of America which, as at the time of payment, shall be legal tender for the payment of debts due the United States of America. When the principal of and interest on the bond have been fully paid, it shall be canceled and delivered to the City Clerk.

Section 3. The bond shall be executed on behalf of the City by the Mayor and City Clerk and shall have impressed thereon the seal of the City. The bond is not a general obligation of the City but is a special obligation, the principal of and interest on which are secured by a pledge of Surplus Utility System Revenues as defined in Section 5 hereof. The bond and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation.

Section 4. The bond shall be in substantially the following form and the Mayor and City Clerk are hereby authorized and directed to make all the recitals contained therein:

(form of single registered bond)

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF MISSISSIPPI
CITY OF OSCEOLA
5.750% SURPLUS UTILITY SYSTEM REVENUE BOND,
SERIES 2022

No. R-1

\$1,050,000

KNOW ALL MEN BY THESE PRESENTS:

That the City of Osceola, Mississippi County, Arkansas (the “City”), for value received, hereby acknowledges itself to owe and promises to pay to the registered owner, or assigns, solely from the special fund provided as hereinafter set forth, the principal sum of

ONE MILLION FIFTY THOUSAND DOLLARS

with interest on the unpaid balance of the total principal amount at the rate of 5.750% per annum. The principal and interest shall be payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of debts due the United States of America. Principal and interest shall be payable in monthly amortized installments of \$15,362.43, with the first installment due on October 23, 2022 and the remainder due on the 23rd day of each month thereafter with the final payment due August 23, 2029.

Payments of the principal and interest installments due hereon shall be made, except for final payment, without presentation and surrender of this bond, directly to the registered owner at his address shown on the bond registration book of the City maintained by the City Clerk as Bond Registrar, and such payments shall fully discharge the obligation of the City to the extent of the payments so made.

This bond is issued for the purpose of financing a project consisting of the acquisition and installation of water and electric utility equipment and infrastructure, including, but not limited to, water and electric meter and related equipment for the City’s combined water, sewer and electric system (the “Project”), and paying expenses of issuing this bond, and is issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the “State”), including particularly Amendment 65 to the Arkansas Constitution, Title 19, Chapter 9, Subchapter 6 of the Arkansas Code of 1987 Annotated and Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated, and pursuant to Ordinance No. 2022-04__ of the City, duly adopted and approved on the 15th day of August, 2022 (the “Authorizing Ordinance”). Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City and the registered owner of this bond.

Prepayments of principal installments, or any portion thereof, may be made from funds from any source, in whole at any time or in part on any interest payment date, at the option of the City in inverse order of maturity at a price equal to the principal amount thereof plus accrued interest. Such prepayments shall not affect the obligation of the City to pay the remaining installments as scheduled herein.

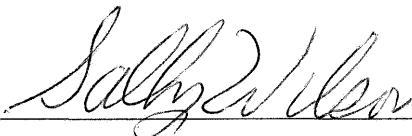
This bond does not constitute an indebtedness of the City within any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the principal of or interest on this bond. This bond is a special obligation secured by a pledge of surplus revenues derived from the City’s water, sewer and electric (combined) system as described in the Authorizing Ordinance (the “Pledged Revenues”). An amount of Pledged Revenues sufficient to pay the principal and interest on this bond is to be set aside in a special fund for that purpose, identified as the “2022 Surplus Utility System Revenue Bond Fund,” created by the Authorizing Ordinance.

This bond may be assigned, and in order to effect such assignment the assignor shall promptly notify the City Clerk by registered mail, and the assignee shall surrender this bond to the City Clerk for transfer on the registration records. Every assignee shall take this bond subject to all payments and prepayments of principal and interest (as reflected by the Payment Record maintained by the City Clerk), prior to such surrender for transfer.


IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in regular and due time, form and manner as required by law; that this bond does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this bond, as provided in the Authorizing Ordinance.

IN WITNESS WHEREOF, the City of Osceola, Arkansas has caused this bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, and its corporate seal to be affixed, all as of the 23rd day of September, 2022.

CITY OF OSCEOLA, ARKANSAS

By 
Mayor

ATTEST:


City Clerk

(SEAL)

[A Registration Certificate shall be attached to the bond.]

Section 5. The City owns and operates its water, sewer and electric facilities as a single, interrelated municipal undertaking (the "Utility System"). The Surplus Utility System-Revenues which are hereby pledged to the bond are those defined in Arkansas Code of 1987 Annotated § 14-164-203(11), being revenues derived from the operation of the Utility System (including

investment earnings thereon) remaining after adequate provision has been made by the City for expenses of operation, maintenance and depreciation of the Utility System and all requirements (pertaining to the payment of principal, interest and fees in connection with bonds, and establishing and maintaining reserves) of ordinances securing bonds payable from revenues of the Utility System, heretofore or hereafter issued, to finance the cost of constructing, reconstructing, extending, improving or equipping the Utility System (the "Utility System Revenue Bonds") have been fully met and complied with. In this regard, it is understood that this pledge of Surplus Utility System Revenues shall not prohibit the City from issuing Utility System Revenue Bonds, or incurring obligations, or expending Utility System revenues for extensions, betterments and improvements to the Utility System from time to time in the future. Any pledge made of Utility System revenues to the payment of Utility System Revenue Bonds, or other indebtedness, incurred in connection with such extensions, betterments and improvements to utility facilities shall be superior to the pledge of Surplus Utility System Revenues to the bond. "Surplus Utility System Revenues" shall not include any funds derived from taxes.

This pledge of Surplus Utility System Revenues to and in favor of the bond shall extend and apply to all Utility System revenues, as above defined, but so long as the City is not in default with reference to any of its covenants and obligations pertaining to the bond, including, without limitation, those covenants set forth in Section 9 of this Ordinance pertaining to deposits in the Bond Fund, the entire amount of Surplus Utility System Revenues not required during any year while the bond shall be outstanding for the payment of the principal of or interest on the bond may be used by the City for any lawful purpose, it being the intention hereof that, without in any way impairing or diminishing the pledge of Surplus Utility System Revenues, the full amount of the Surplus Utility System Revenues not so required be available to the City for other lawful purposes.

Section 6. If any water, sewer or electric charge is not paid within the time allowed by applicable ordinances, the City shall take appropriate action to collect the delinquent account.

Section 7. The Treasurer of the City shall be custodian of the Utility System revenues and each employee of the City handling such revenues shall give bond for the faithful discharge of his or her duties as such custodian in such amounts as approved by the City Council. All moneys received by the City Treasurer shall be deposited in such depository or depositories for the City as may be lawfully designated from time to time by the City Council; provided that each depository must hold membership in the Federal Deposit Insurance Corporation ("FDIC"). All deposits shall be in the name of the City and shall be so designated as to indicate the particular fund to which Utility System revenues belong.

Section 8. The City covenants that it will continuously operate the Utility System as a revenue-producing undertaking. The City will comply with all ordinances authorizing Utility System Revenue Bonds (each a "Utility System Ordinance") and will not sell or lease the Utility System, or any substantial portion thereof, without the prior written approval of the Bondholder; provided, however, that nothing herein shall be construed to prohibit the City from making such dispositions of properties of the Utility System and such replacements and substitutions for properties of the Utility System as shall be necessary or incidental to the efficient operation of the Utility System as a revenue-producing undertaking.

Section 9. In order for the Utility System to be operated on a sound financial basis, the City covenants that the rates for services of the System shall, if and when necessary from time to time, be increased in such manner as will produce Net Revenues of the Utility System equal to at least 125% of the maximum annual principal and interest requirements on all outstanding Utility System Revenue Bonds and all outstanding bonds secured by Surplus Utility System Revenues, including the bond. "Net Revenues of the Utility System" are defined as gross revenues of the Utility System less the expenses of operation and maintenance of the Utility System, including all expense items properly attributable to the operation and maintenance of the Utility System under generally accepted accounting principles applicable to municipal electric, water and sewer facilities other than depreciation, interest and amortization of deferred bond discount expenses.

Section 10. (a) There shall be paid by the Treasurer of the City from the Surplus Utility System Revenues into a special fund in the name of the City which is hereby created and designated "2022 Surplus Utility System Revenue Bond Fund" (the "Bond Fund") on the first business day of the month following the month in which the bond is issued and delivered and on the first business day of each month thereafter until the bond, with interest thereon, has been paid in full or provision made for such payment, a sum equal to the next installment of principal and interest due. The City shall receive a credit against interest earnings on moneys in the Bond Fund.

(b) When the moneys held in the Bond Fund shall be and remain sufficient to pay the outstanding principal of and interest on the bond, the City shall not be obligated to make any further payments into the Bond Fund.

(c) All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the bond, except as herein specifically provided.

(d) It shall be the duty of the Treasurer of the City to withdraw from the Bond Fund and to pay to the Bondholder, on or before the date on which each installment of principal and interest hereunder is due, an amount equal to the amount of such installment. No withdrawal of funds from the Bond Fund shall be made for any other purpose except as otherwise authorized in this Ordinance.

(e) The bond shall be specifically secured by a pledge of all Surplus Utility System Revenues required to be placed into the Bond Fund. This pledge in favor of the bond is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 11. The bond shall be subject to redemption prior to maturity in accordance with the terms set out in the bond form in Section 4 hereof.

Section 12. As long as the bond is outstanding, the City shall not issue or attempt to issue any bonds having or claimed to be entitled to a priority or parity of lien on Surplus Utility System Revenues over or with the lien securing the bond.

The additional bonds, the issuance of which is restricted and conditioned by this Section, shall not be deemed to mean Utility System Revenue Bonds or bonds the security and source of payment of which are subordinate and subject to the priority of the bond.

Section 13. It is covenanted and agreed by the City with the Bondholder that it will faithfully and punctually perform all duties with reference to the Utility System required by the Constitution and laws of the State, by Utility System Ordinances and by this Ordinance, including, without limitation, the making and collecting of reasonable rates lawfully established for services rendered by the Utility System, and depositing Surplus Utility System Revenues into the Bond Fund as required by this Ordinance.

The City covenants and agrees that the Bondholder shall have the protection of all the provisions of the Authorizing Legislation, and that the City will diligently proceed to enforce those provisions to the end of the Bondholder realizing fully upon its security. And, if the City shall fail to proceed within 30 days after written request shall have been filed by the Bondholder, the Bondholder may proceed to enforce all such provisions.

If there be any default in the payment of the principal of or interest on the bond, or if the City defaults in any Bond Fund requirement or in the performance of any of the other covenants contained herein, the Bondholder may, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies herein provided or provided by law, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by law. No delay or omission of the Bondholder to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any default or an acquiescence therein; and every power and remedy given by this Ordinance to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

The Bondholder may waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Any costs of enforcement of the bond or of any provision of this Ordinance, including reasonable attorney's fees, shall be paid by the City.

Section 14. When the bond has been executed by the Mayor and City Clerk and the seal of the City impressed as herein provided, it shall be delivered to the Bondholder upon payment of the purchase price.

The sale proceeds shall be deposited in a special account of the City in First National Bank of Eastern Arkansas hereby created and designated the "2022 Surplus Utility System Revenue Bond Project Fund" (the "Project Fund"). The Project Fund shall consist of two accounts as follows: Project Account and Costs of Issuance Account. There shall be credited to the Project Account the sum of \$1,000,000. There shall be credited to the Costs of Issuance Account the sum of \$50,000.

The moneys in the Project Account in the Project Fund shall be used to pay costs of the Project by either making payment to the person owed for such costs or by reimbursing the City for

the payment of such costs. Disbursements shall be made from the Project Account in the Project Fund on the basis of checks or wire or other transfers approved or signed by the Mayor and the City Treasurer.

The moneys in the Costs of Issuance Account in the Project Fund shall be used to pay the expenses of issuing the bond. Disbursements shall be made from the Costs of Issuance Account in the Project Fund on the basis of checks or wire or other transfers approved or signed by the Mayor and the City Treasurer. Upon written certification by the City that all Costs of Issuance have been paid in full, any remaining moneys held in the Costs of Issuance Account shall be transferred to the Project Account.

The City Treasurer shall keep a record of all disbursements from the Project Fund.

Section 15. (a) Moneys held for the credit of the Bond Fund shall be continuously invested and reinvested in Permitted Investments (as hereinafter defined), all of which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the payment date for interest or principal and interest.

(b) Moneys held for the credit of the Project Fund shall be continuously invested and reinvested in Permitted Investments or other investments as may, from time to time, be permitted by law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when the moneys held for the credit of the Project Fund will be required for the purposes intended.

(c) Obligations so purchased as an investment of moneys in any fund shall be deemed at all times to be a part of such fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

(d) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) demand deposits or certificates of deposit of banks, including the Trustee, which are insured by the FDIC, or, if in excess of insurance coverage, collateralized by securities authorized by State law to secure public funds, or (iv) money market funds comprised exclusively of Government Securities and the obligations described in clause (ii) above.

(e) Moneys so invested in Government Obligations or in certificates of deposit of banks to the extent insured by FDIC, need not be secured by the depository bank or banks.

Section 16. In the event the office of Mayor, City Clerk, City Treasurer or City Council shall be abolished, or any two or more of such offices shall be merged or consolidated, or in the event the duties of a particular office shall be transferred to another office or officer, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City or otherwise, all powers conferred and all

obligations and duties imposed upon such office or officer shall be performed by the office or officer succeeding to the principal functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 17. The City will keep proper records, books and accounts relating to the operation of the Utility System, which shall be kept separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the operation of the Utility System. Such books shall be available for inspection by the Bondholder, or the agent or the representative of the Bondholder, at reasonable times and under reasonable circumstances. While the bond is outstanding, the City agrees to furnish to the Bondholder the following: (1) annual unqualified audited financial statements for the City within 180 days of fiscal year end; (2) quarterly unaudited financial statement for the Utility System within 45 days of quarter end; (3) budget for the City for the upcoming year not later than 30 days after the prior fiscal year end; and (4) notice of a material adverse change, default or event of default, or material adverse litigation or governmental proceeding regarding the City, the Utility System Revenue Bonds or the bond.

Section 18. The City covenants and agrees that it will maintain the Utility System in good condition and operate it in an efficient manner and at reasonable cost. While the bond is outstanding, the City agrees that it will insure, and at all times keep insured, in a responsible insurance company or companies authorized and qualified under the laws of the State to assume the risk thereof, all above-ground structures of the Utility System (except reservoirs, standpipes and elevated tanks) against loss or damage thereto from fire, lightning, tornado, winds, riot, strike, civil commotion, malicious damage, explosion, and against loss or damage from any other causes customarily insured against by private companies engaged in a similar type of business. The amount of the insurance for such Utility System properties shall be the full insurable value. In the event of loss, the proceeds of such insurance shall be applied solely toward the reconstruction, replacement or repair of the Utility System and in such event the City will, with reasonable promptness, cause to be commenced and completed the reconstruction, replacement and repair work. If such proceeds are more than sufficient for such purposes, the balance remaining shall be deposited to the credit of general fund of the Utility System.

Section 19. The provisions of this Ordinance shall constitute a binding contract between the City and the Bondholder, and the City will at all times strictly adhere to the terms and provisions hereof and fully discharge all of its obligations hereunder. However, the Bondholder may, from time to time, approve the adoption of supplemental ordinances for the purpose of amending or rescinding any of the terms or provisions contained in this Ordinance or in any supplemental ordinance.

Section 20. The provisions of this Ordinance are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of this Ordinance.


Section 21. Any references in this Ordinance to "Bondholder" shall, when appropriate, be deemed to include the original Bondholder or any registered assign thereof.

Section 22. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 23. It is hereby ascertained and declared that the Project must be accomplished as soon as possible, and that the issuance of the bonds and the taking of the other action authorized by this Ordinance is necessary for the accomplishment thereof. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public peace, health and safety shall take effect and be in force from and after its passage.

PASSED: August 15, 2022.

ATTEST:


City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Osceola, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. _____, adopted at a regular meeting of the City Council of the City of Osceola, Arkansas, held at the regular meeting place in said City at 5:00 o'clock p.m., on the 15th day of August, 2022, and that the Ordinance is of record in Ordinance Record Book No. _____, Page _____, now in my possession.

GIVEN under my hand and seal on this _____ day of _____, 2022.


City Clerk

(SEAL)

Motion was made by Tyler Dunegan and seconded by Stan Williams to suspend the rules and place the ordinance on its second reading.

Roll was called and all Council members voted aye.

Ordinance was read by title only.

Motion was made by Tyler Dunegan and seconded by Greg Baker to suspend the rules and place the ordinance on its third reading.

Roll was called and all Council members voted aye.

Ordinance was read by title only.

Motion was made by Tyler Dunegan and seconded by Greg Baker to adopt the ordinance.

Roll was called and all Council members voted aye.

Motion was made by Tyler Dunegan and seconded by Greg Baker to pass the emergency clause.

All Council members voted aye.

Ordinance was passed on the 15th day of August, 2022, and given number 2022- 04.

Next was a Tax Back Resolution, and no one from MS CO Economic was present, so it was not introduced/discussed.

The next resolution was introduced and reads as follows:

Arkansas Democrat Gazette

STATEMENT OF LEGAL ADVERTISING

MITCHELL WILLIAMS SELIG GATES
425 W CAPITOL AVE
LITTLE ROCK AR 72201

REMIT TO:
ARKANSAS DEMOCRAT-GAZETTE INC.
P.O. BOX 2221
LITTLE ROCK, AR 72203

ATTN: John Bryant
DATE : 08/05/22 INVOICE #: 3264376
ACCT #: L1055177 P.O. #:

For Billing Questions call: 501-399-3660

STATE OF ARKANSAS, }
COUNTY OF PULASKI, } ss.

I, Charles A McNeice Jr, do solemnly swear that I am the Business Manager of the Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of:

hearing
pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

DATE	DAY	LINAGE	RATE	DATE	DAY	LINAGE	RATE
08/05	Fri	71	1.35				

TOTAL COST ----- 95.85
Billing Ad #: 75585620

Subscribed and sworn to before me on this 5

day of Aug 2022

Signature of Notary Public

OFFICIAL SEAL - #12706867

YVETTE HINES

NOTARY PUBLIC-ARKANSAS

PULASKI COUNTY

MY COMMISSION EXPIRES: 02-20-29

AD COPY

NOTICE OF PUBLIC HEARING
Notice is hereby given that a public hearing will be held before the City Council of the City of Osceola, Arkansas (the "City") at 5:00 o'clock p.m. on August 15, 2022, at the regular meeting place of the City Council at 303 West Hale, Osceola, Arkansas 72370, on the question of the adopting of an ordinance authorizing the issuance of not to exceed \$1,050,000 in principal amount of surplus utility revenue bonds (the "bonds"). The bonds will be issued under applicable laws of the State of Arkansas, including particularly Amendment 65 of the Constitution of the State of Arkansas of 1874 and Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated, to finance a portion of the cost of water and electric utility equipment and infrastructure, including, but not limited to, water and electric meters and related equipment, for the City's combined water, sewer and electric system.

The bonds will not be general obligations of the City, but will be special obligations, and in no event will they constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. The City will pledge as security for the payment of the bonds its surplus revenues derived from the operation of the City's combined water, sewer and electric system.

Interested persons may appear at the public hearing and express their views on the proposed issuance of the bonds. At the hearing all objections and suggestions will be heard and considered, and the City Council will take such action as is deemed proper in the premises.

DATED: August 3, 2022

CITY OF OSCEOLA, ARKANSAS

By: /s/

Mayor

755856201

RESOLUTION NO. 2022-32

**AN RESOLUTION ADOPTING A REVISED ZONING AREA FOR THE CITY OF OSCEOLA,
ARKANSAS AND FOR OTHER PUPOSES**

WHEREAS, a developer requested of the City of Osceola regarding a portion of parcel #301-00140-000 petitioned the City of Osceola, Arkansas Planning Commission regarding the current zoning of said area; and

WHEREAS, the area of discussion was previously zoned as Residential R2; and

WHEREAS, the City of Osceola, after holding a advertised Public Hearing on August 9, 2022 to allow discussion and citizen comments regarding the developer filed request regarding rezoning of parcel #301-00140-000; and

WHEREAS, results from Public Hearing on August 9th, 2022 and Osceola Planning Commission forwarded to the City Council with a recommendation that it be adopted by municipal resolution.

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

1. That the area described in the land description of parcel #301-00140-000 that 11.22 acers be amended to Residential Zone R3 is hereby adopted, amended by the public hearing, by reference and reflected in the Official Zoning Code of and for the City of Osceola, Arkansas, pursuant to A.C.A. 14-55-207, by which three copies shall be filled with the Osceola City Clerk for public inspection.

11.22, MORE OR LESS, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 35, TOWNSHIP 13 NORTH, RANGE 10 EAST, OSCEOLA, MISSISSIPPI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE ACCEPTED NORTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 35, TOWNSHIP 13 NORTH, RANGE 10 EAST, THENCE FOLLOWING THE WEST LINE OF SAID SECTION, SOUTH 01 DEGREES 15 MINUTES 47 SECONDS EAST, 1,414.79 FEET TO A POINT IN THE EAST LINE OF THE HOOK PROPERTY AS RECORDED IN DEED BOOK 2013 PAGE 6106 IN THE MISSISSIPPI COUNTY CIRCUIT CLERK'S OFFICE, SAID POINT BEING THE NORTHWEST CORNER AND TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED 11.22 ACRE TRACT; THENCE LEAVING THE SAID EAST LINE OF THE HOOK PROPERTY AND THE WEST LINE OF THE SAID SECTION, NORTH 89 DEGREES 39 MINUTES 19 SECONDS EAST, 658.87 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 11.22 ACRE TRACT AND A POINT IN THE WEST LINE OF THE OF THE HOLTHOUSE PROPERTY AS RECORDED IN DEED BOOK 2020 PAGE 7370 IN THE MISSISSIPPI COUNTY CIRCUIT CLERK'S OFFICE; THENCE FOLLOWING THE SAID WEST LINE OF THE HOLTHOUSE PROPERTY, SOUTH 01 DEGREES 15 MINUTES 57 SECONDS EAST, 742.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 11.22 ACRE TRACT; THENCE LEAVING THE SAID WEST LINE OF THE HOLTHOUSE PROPERTY, SOUTH 89 DEGREES 39 MINUTES 19 SECONDS WEST, 658.90 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 11.22 ACRE TRACT AND A POINT IN THE EAST LINE OF THE SAID HOOK PROPERTY AND THE WEST LINE OF SAID SECTION; THENCE FOLLOWING THE SAID EAST LINE OF THE HOOK PROPERTY AND THE WEST LINE OF SAID SECTION, NORTH 01 DEGREES 15 MINUTES 47 SECONDS WEST, 742.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.22 ACRES OR 488,831 SQUARE FEET. THIS PROPERTY IS SUBJECT TO ALL CODES REGULATIONS AND RESTRICTIONS,

**RIGHT OF WAY AND EASEMENTS IN RECORD FOR THE CITY OF OSCEOLA, MISSISSIPPI COUNTY,
ARKANSAS.**


2. The City Clerk is directed to maintain the official copy of the Zoning Map in The City of Osceola City Hall. Copies of the Zoning Code may be distributed to public as a convenience; however, the code maintained by the Osceola City Clerk in City Hall shall be the one and only official zoning code. Consisting of a technical code and zoning map.

3. That any ordinance in conflict with this resolution are hereby repealed. All existing zoning maps and replicas of zoning maps not in accord with the official zoning map are hereby repealed.

ADOPTED THIS 15th **DAY OF** August, 2022



Mayor

ATTEST: 

City Clerk

Motion was made by Linda Watson and seconded by Gary Cooper to approve. All Council members were in favor, except Stan Williams who voted no.

Resolution passed on the 15th day of August, 2022, and given number 2022-32.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 2022- 33 __

A RESOLUTION APPROVING REPAIR OF THE WATER DEPARTMENT'S WELL #4
PUMP

WHEREAS, the City of Osceola, acting by and through its City Council, has found that the Osceola Water Department's 27-year-old Well #4 has experienced significant loss of capacity and is in need of repair; and

WHEREAS, the City published an invitation to bid in the Democrat Gazette and one quote was received; and

WHEREAS, the quote for services from Layne water resources is for up to \$75,000 plus tax and this quote is attached; and

WHEREAS, this repair has been advertised in the state newspaper and is eligible for payment out of ARPA funds.

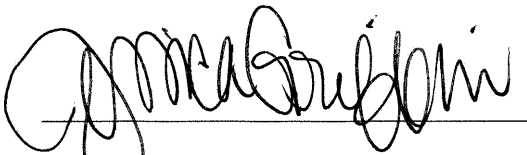
NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the Mayor is hereby authorized to approve this repair from Layne water resources.

PASSED AND APPROVED THIS 15th DAY OF August, 2022.



Sally Wilson, Mayor

ATTEST:


Jessica Griffin, City Clerk



June 8, 2022

Mr. Brandon Haynes
Osceola Waterworks
P. O. Box 443
Osceola, AR 72370

*In the diagnosis & repair
of Municipal well located
100 on West James Rear, One*

Re: Well Four, Layne Pump S/N LA78-105

Dear Mr. Haynes:

A pumping test was performed on Well Four. The airline appeared to be blocked which prevented us from measuring water levels. At a system pressure of 20 pounds per square inch, the pump was producing approximately 433 gallons per minute. For comparison purposes at 20 pounds, the pump was producing 1030 gallons per minute in May 2017 and 1205 gallons per minute in September 2008. The Serviceman did not see any sand production during the pumping test. There did not appear to be excessive vibration.

The pump has experienced a significant loss in capacity. Possible causes of the large capacity loss are problems with the normal wear in the pump bowl, extreme erosion of the bowl due to sand production, holes in the column assembly, or separation of the column pipe. We recommend not running the pump. If the column separates, the pump could fall into well.

When I researched our records, I found the pump was originally installed in March 1978. In April 1995, the pump was removed from the well and inspected. The pump bowl, suction pipe, and column assembly were found to be in poor condition. All these parts were replaced along with other miscellaneous parts. The pump had been in service 17 years at that time. The pump has now been in service for 27 years since 1995. It is reasonable to assume we should be prepared for replacing all the parts below the pump head along with reconditioning the pump head and electric motor.

It is difficult to estimate the cost of rebuilding a pump prior to removal and inspection of the pump. Estimating is also challenging with the current market and supply chain issues. Based on the above assumptions of needing pump part below the head, the estimated cost range would be \$65,000.00 to \$75,000.00 plus 10 percent local taxes. Please note we are experiencing lead times of 8 to 11 weeks on pump bowls.

Please contact us if you have any questions.

Respectfully submitted,

Everett E. Burge
Layne Arkansas a Granite Company

WATER RESOURCES

P.O. Box 1210, Stuttgart, AR 72160 | Office: 870 673 1591 | Fax: 870 673 2990 | layne.com

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of August 4, 2022 by and among AT&T Corp. ("AT&T"), and the City of Osceola (the "City"), with respect to the facts set forth below. Hereinafter, AT&T and the City are sometimes collectively referred to as the "Parties," and individually referred to as a "Party."

RECITALS

A. The City requested, and AT&T agreed to provide, certain telecommunications services ("Services"). AT&T provided the Services and invoiced the City for said Services under Account No. 870-563-4150-493 (the "Account").

B. Certain disputes have arisen between the Parties regarding the amount the City should pay, if any, to AT&T for the Services provided by AT&T. The Parties, without admitting any liability regarding the above recitals, now desire to resolve their claims and disputes in connection with the Account, upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are hereby incorporated herein as true and correct.

2. Payment to AT&T. To settle all amounts which may be due under the Account, the City shall pay to AT&T the amount of \$50,000.00. The payment shall be made via check, and made payable to AT&T. The payment shall be sent to the care of Snell & Wilmer, L.L.P., the attorneys for AT&T, located at 600 Anton Blvd., Suite 1400, Plaza Tower, Costa Mesa, CA 92626, attention Shaun Duffy, no later than ten (10) days after the Effective Date (as defined below) of this Agreement.

3. Events of Default. The occurrence of any of the following events of default shall be an event of default ("Event of Default"):

- a. Failure to perform any of the obligations (including, but not limited to, payment obligations) set forth in this Agreement; and
- b. Any representation or warranty of the Parties herein that is false or misleading.

4. Release. Upon the Effective Date (defined below) of this Agreement, and except for the obligations expressly set forth herein, the Parties hereby, for themselves, their successors, heirs, executors, administrators and assigns (each, a "Releasing Party" and collectively, the "Releasing Parties"), hereby fully and forever release, acquit, and forever discharge each other, their directors, officers, employees, agents, attorneys, affiliates, successors, administrators and assigns ("Released Parties") of and from any and all claims, duties, obligations, liability, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation

whatsoever which any Releasing Party might have or possess arising from or because of anything done, omitted to be done, or allowed to be done by any of the Released Parties (or any acts or facts that have or may have occurred) with respect to the Account and the Services provided thereunder, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, including, without limitation, any settlement negotiations and any damages and the consequences thereof resulting or to result from the events described, referred to or inferred hereinabove ("Released Matters"). Releasing Parties each further agree never to commence, aid or participate in (except to the extent required by order or legal process issued by a court or governmental agency of competent jurisdiction) any legal action or other proceeding based in whole or in part upon the foregoing.

Releasing Parties each agree that this waiver and release is an essential and material term of this Agreement and that the agreements in this paragraph are intended to be in full satisfaction of any alleged injuries or damages in connection with the Released Matters. Releasing Parties each represent and warrant that they have not purported to convey, transfer or assign any right, title or interest in any Released Matters to any other person or entity and that the foregoing constitutes a full and complete release of the Released Matters. Releasing Parties each also understand that this release shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated. Releasing Parties each has consulted, or has had the opportunity to consult with legal counsel prior to signing this release, and executes such release voluntarily, with the intention of fully and finally extinguishing all Released Matters.

5. Effect of Agreement. The City acknowledges that it has consulted, or has had the opportunity to consult, with counsel and such other experts and advisors as it deems necessary in connection with the negotiation, execution, and delivery of this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto, and their respective successors and assigns. No other person shall be entitled to claim any right or benefit hereunder, except the Parties.

6. Bankruptcy. The City warrants and represents to AT&T that the City has no present intent (i) to file any voluntary petition in bankruptcy under any Chapter of the United States Bankruptcy Code (the "Bankruptcy Code"), or directly or indirectly to cause the City to file any voluntary petition in bankruptcy under any Chapter of the Bankruptcy Code or to have any involuntary petition in bankruptcy filed against the City under any Chapter of the Bankruptcy Code; or (ii) in any manner, directly or indirectly, to cause the City to seek relief, protection, reorganization, liquidation, dissolution, or similar relief for debtors under any federal, state, or local law, or in equity; or (iii) in any manner, directly or indirectly, to cause any real or personal property ("Property") to be a part of any bankruptcy or insolvency proceedings or the property of any bankruptcy or insolvency estate. Notwithstanding the foregoing, in the event of a bankruptcy filing by or against the City, (A) the City shall not reject this Agreement, nor contest any claim or assertion by AT&T that this Agreement is binding on the Parties, and that valuable consideration has been received by the City for this Agreement; (B) AT&T shall, at its option, receive immediate relief from the automatic stay provisions of the Bankruptcy Code following any bankruptcy petition which the City may file or which may be filed against the City; (C) in no event shall the City contest a motion to lift the automatic stay filed by AT&T; and (D) any contrary action taken by the City with respect to the matters set forth above shall be deemed to be in bad faith and are agreed to constitute violations of Federal Rules of Civil Procedure 11 and Bankruptcy Rule 9011.

7. Payments, Avoidance Events, and the Effective Date of a Release Claim. Any payment required pursuant to this Agreement made by check or money order will be deemed received only if the check or money order has been honored without return demand by the bank

against which it was drawn. Each release provided for in this Agreement will be effective only if: (a) the Party receiving the release timely performs all of its obligations under this Agreement, and (b) no Avoidance event (defined below) occurs with respect to the Party receiving the release within 100 days following the date upon which the last of the payments required pursuant to Section 2 is received by the payee. An "Avoidance Event" means and includes: (1) the filing by the Party of any petition of bankruptcy or other similar legal proceeding seeking relief from creditors; (2) the making by the Party of any assignment for the benefit of creditors; (3) the filing against the party of any involuntary petition of bankruptcy unless dismissed within 30 days of the date of filing; (4) the filing of any legal proceeding seeking the appointment of a receiver, examiner, conservator, administrator, guardian or trustee with respect to the Party, unless dismissed within 30 days of the date of filing; or (5) the filing of any proceeding seeking the marshaling of any assets of the Party for the benefit of any creditor, or creditors generally, unless dismissed within 30 days of the date of filing.

8. Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Applicable Law; Jurisdiction. Except as otherwise provided herein, this Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Arkansas without regard to principles concerning choice of law.

10. Attorneys' Fees. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover reasonable costs and reasonable attorneys' fees incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator.

11. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective employees, agents, attorneys, successors, devisees, executors, administrators, assigns, and insurance carriers. The Parties executing this Agreement represent and warrant that each is duly authorized to execute this Agreement. All Parties warrant that they are the true holders of all rights and remedies which they purport to release, and that they have not assigned or transferred any of those rights or remedies to any other individuals and/or entities.

12. No Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

13. Notices. Any notice which a party is required or may desire to give the other shall be in writing and may be sent by (i) personal delivery, (ii) by United States Registered or certified mail, return receipt requested, postage prepaid, or (iii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

To the City:

City of Osceola
Attention: Sally Wilson
303 W Hale Ave
Osceola, Arkansas 72370

With a copy to:

Burnett Law Firm
Attention: David Burnett

PO Box 704
Osceola, Arkansas 72370

To AT&T:

AT&T Corp.
Attention: Andrew L. Stein
One AT&T Way, Room 3A176
Bedminster, New Jersey 07921

With a copy to:

Snell & Wilmer, L.L.P.
Attention: Shaun Duffy, Esq.
600 Anton Blvd., Suite 1400
Plaza Tower
Costa Mesa, California 92626

Such notice shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, or (iii) if given by Federal Express or other overnight courier, twenty-four (24) hours after deposit thereof with such overnight courier. The City shall notify AT&T of any address changes for notice purposes under this Agreement within five (5) days of the change of address.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which together shall constitute a single instrument. Facsimile or electronic versions of signatures will have the same force and effect as original signatures. In this Agreement, where the context may require, the singular shall include the plural, and the neuter, masculine and feminine genders shall be deemed to include both natural persons and any corporation, partnership, association, joint venture, trust, firm, governmental agency, body politic or any other entity.

15. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements concerning the subject matter hereof. This Agreement may only be amended in a writing signed by the City and AT&T.

16. Effect of Headings. The headings of the sections and subsections of this Agreement are included for convenience only, and are not to be construed as affecting the construction or interpretation of the individual provisions of this Agreement.

17. Construction and Performance. This Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared this Agreement, and it is further understood and agreed that this Agreement is entered into and is to be performed and enforced in the State of Arkansas.

18. Effective Date. This Agreement shall be effective upon the date the last Party executes this Agreement ("Effective Date").

IN WITNESS WHEREOF, AT&T and the City have executed this Agreement as set forth below.

DATED: August 15, 2022

City of Osceola

By: Sally Wilson
Name: Sally Wilson
Title: Mayor

DATED: August 17, 2022

AT&T Corp.

By: Rachel Bilksi
Rachel Bilksi
Director, Credit & Collections



AT&T

CITY OF OSCEOLA
MUNICIPAL LIGHT & POWER
PO BOX 443
OSCEOLA AR 72370 - 0443

Page 1 of 4
Account Number 870 563-5245 493 6
Billing Date Nov 15, 2017
Web Site att.com

November 2017

Monthly Statement

Save when you bundle your TV, Internet,
Wireless and home phone services.

Bill-At-A-Glance

Previous Bill	26,941.48
Payment - Thank You!	26,941.48CR
Adjustments	.00
Balance	.00
Current Charges	12,959.23
Total Amount Due	\$12,959.23

Amount Due in Full By Dec 14, 2017

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	12,842.26
1 877 438-0041		
Payment Arrangements:		
1 800 924-1743		
Service Changes:		
1 877 438-0041		
Repair Services:		
1 800 442-9950		
AT&T Internet Services	3	116.97
1 877 722-3755		
Total Current Charges		12,959.23

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	10-27	Payment		15,176.40
2.	11-18	Payment		11,765.08
Totals				26,941.48

Plans and Services

Monthly Service - Nov 15 thru Dec 14

Charges for 870 563-5245	
3. Monthly Charges	7,505.39
Charges for 870 563-1245	
4. Monthly Charges	695.80
Charges for 870 563-2022	
5. Monthly Charges	17.80
Charges for 870 563-2222	
6. Monthly Charges	17.80
Charges for 870 563-2439	
7. Monthly Charges	14.50
Charges for 870 563-2462	
8. Monthly Charges	14.50
Charges for 870 563-2558	
9. Monthly Charges	14.50
Charges for 870 563-2612	
10. Monthly Charges	17.80
Charges for 870 563-3206	
11. Monthly Charges	14.50
Charges for 870 563-3364	
12. Monthly Charges	14.50
Charges for 870 563-3448	
13. Monthly Charges	14.50
Charges for 870 563-3893	
14. Monthly Charges	125.00
Charges for 870 563-4090	
15. Monthly Charges	14.50
Charges for 870 563-4093	
16. Monthly Charges	125.00

News You Can Use Summary

- PREVENT DISCONNECT
- MARINE SERVICE
- RATE NOTICE
- LONG DIST. PROVIDERS
- PLEXAR RATE CHANGE
- LOCAL TOLL INCREASE

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri,
AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.



AT&T

CITY OF OSCEOLA
MUNICIPAL LIGHT & POWER
PO BOX 443
OSCEOLA AR 72370 - 0443

Page 3 of 4
Account Number 870 563-5245 493 6
Billing Date Nov 15, 2017

Plans and Services

Surcharges and Other Fees - Continued

1. Special Municipal Charge	364.91
2. Cost Assessment Charge	61.25
Total Surcharges and Other Fees	867.90

Taxes

3. Federal	121.04
4. State and Local	958.67
Total Taxes	1,079.71

Total Plans and Services **12,842.26**

AT&T Internet Services

Important Information

Notice: Charges appearing in this section are for services provided by AT&T Corp. and/or by AT&T Missouri, AT&T Oklahoma, AT&T Kansas, AT&T Arkansas, or AT&T Texas, based upon your service address location.

For Billing Inquiries:

High Speed Internet (DSL): 877.722.3755

Web Hosting: 888.932.4678

Tech Support 360: 877.265.3410

Microsoft Office 365: 866.531.4891

WiFi Sm Site: 855.288.9434

AT&T Wi-Fi contact information located at attwifi.com.

Itemized Charges and Credits

No.	Date	Description	
Charges for 870 563-5245			
5.11-02		COST ASSESSMENT CHARGE	60CR
6.11-02		AT&T BUSINESS HSI ELITE-S	59.20CR
		CITY OF OSCEOLA	
		mosquitoman1@sbcglobal.net	
Account Code 17321666			
7.10-25		AT&T BUSINESS HSI ELITE-S	95.00
		SERVICE DATE: 10/24/17 - 11/23/17	
		CITY OF OSCEOLA	
		HSI No. 870 563-5400	
		allreded@sbcglobal.net	
8.10-25		COST ASSESSMENT CHARGE	.96
		SERVICE DATE: 10/25/17 - 10/25/17	
Total Account Code 17321666			95.96
Account Code 31533563			
9.10-27		AT&T BUSINESS HSI ELITE-S	80.00
		SERVICE DATE: 10/26/17 - 11/25/17	
		CITY OF OSCEOLA	
		HSI No. 870 563-2612	
		osceola_city_jerry@att.net	

** AT&T **
PO BOX 5001
CAROL STREAM, IL 60197-5001

OSCEOLA MUNICIPAL LIGHT & POWER PLANT

CHECK TOTAL 12,959.23

1620047 DPI-L-GT

01-2456 ** AT&T **
PAGE I.D. PO #
12/07/2017 201712071728
ACCT #870 563-5245 493 6
C/L NUMBER
G/L DISTRIBUTION
AMOUNT
12,959.23
015028 12/07/2017

AT&T

Monthly Statement

CITY OF OSCEOLA
MUNICIPAL LIGHT & POWER
PO BOX 443
OSCEOLA AR 72370 - 0443

Page 1 of 3
Account Number 870 563-5245 493 6
Billing Date Feb 15, 2018
Web Site att.com

RECEIVED

FEB 27 2018

By: SM

February 2018

Bill-At-A-Glance

Previous Bill	18,368.45
Payment - Thank You!	18,368.45CR
Adjustments	.00
Balance	.00
Current Charges	12,451.97
Total Amount Due	\$12,451.97
Amount Due in Full By	Mar 16, 2018

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	1-15	Payment		7,815.95
2.	2-12	Payment		10,552.50
Totals				18,368.45

Plans and Services

Monthly Service - Feb 15 thru Mar 14

Charges for 870 563-5245

3. Monthly Charges 7,477.39

Charges for 870 563-2022

4. Monthly Charges 17.80

Charges for 870 563-2222

5. Monthly Charges 17.80

Charges for 870 563-2439

6. Monthly Charges 14.50

Charges for 870 563-2462

7. Monthly Charges 14.50

Charges for 870 563-2558

8. Monthly Charges 14.50

Charges for 870 563-2612

9. Monthly Charges 17.80

Charges for 870 563-3206

10. Monthly Charges 14.50

Charges for 870 563-3364

11. Monthly Charges 14.50

Charges for 870 563-3448

12. Monthly Charges 14.50

Charges for 870 563-3893

13. Monthly Charges 140.00

Charges for 870 563-4090

14. Monthly Charges 14.50

Charges for 870 563-4093

15. Monthly Charges 140.00

Charges for 870 563-4150

16. Monthly Charges 14.50

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	12,275.20
1 877 438-0041		
Payment Arrangements:		
1 800 924-1743		
Service Changes:		
1 877 438-0041		
Repair Services:		
1 800 442-9950		
AT&T Internet Services	3	176.77
1 877 722-3755		
Total Current Charges		12,451.97

News You Can Use Summary

- PREVENT DISCONNECT
 - LONG DIST. PROVIDERS
- See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

01-1384

** AT&T **

015469 03/14/2018

DATE	I.D.	PO #	DESCRIPTION	G/L NUMBER	G/L DISTRIBUTION	AMOUNT
03/14/2018	201803142963		ACCT #870 563-5245 493 6			12,451.97

1820047 DPL-LGT

** AT&T **
PO BOX 105414
ATLANTA, GA 30348-5414

CHECK TOTAL 12,451.97

OSCEOLA MUNICIPAL LIGHT & POWER PLAI

Still have not explained these charges. Why are these not in the contract. We were told by Ashli + Jason that it was b/c the Plexer was not imp. We need an explanation of charges created. If charges are correct we want to know a price to term contract, now.





AT&T

CITY OF OSCEOLA
MUNICIPAL LIGHT & POWER
PO BOX 443
OSCEOLA AR 72370 - 0443

Page 1 of 4
Account Number 870 563-5245 493 6
Billing Date Jan 15, 2018
Web Site att.com

Monthly Statement

*15175
7815.95* *APR 1-800-924-1743*
AGENT

Bill-At-A-Glance

Previous Bill 7,815.95
Payment *13,019.03* .00
Adjustments *pd last bill* 158.72
Angela 2/7/18
Past Due - Please Pay Immediately 7,974.87
Current Charges 10,393.78
Total Amount Due \$18,368.45

Current Charges Due in Full by Feb 14, 2018

Billing Summary

Online: att.com/myatt Page
Plans and Services 1 10,217.01
1 877 438-0041
Payment Arrangements:
1 800 924-1743
Service Changes:
1 877 438-0041
Repair Services:
1 800 442-9950
AT&T Internet Services 3 176.77
1 877 722-3755
Total Current Charges 10,393.78

News You Can Use Summary

- PREVENT DISCONNECT
- ANALOG PRIVATE LINE
- FEE CHANGE
- LONG DIST. PROVIDERS
- RESTORAL CHANGE
- RATE INCREASE

See "News You Can Use" for additional information

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	1-15	Late payment charge on unpaid balance	158.72	

Plans and Services

Monthly Service - Jan 15 thru Feb 14

Charges for 870 563-5245
2. Monthly Charges 7,477.39
Charges for 870 563-2022
3. Monthly Charges 17.80
Charges for 870 563-2222
4. Monthly Charges 17.80
Charges for 870 563-2439
5. Monthly Charges 14.50
Charges for 870 563-2462
6. Monthly Charges 14.50
Charges for 870 563-2558
7. Monthly Charges 14.50
Charges for 870 563-2612
8. Monthly Charges 17.80
Charges for 870 563-3206
9. Monthly Charges 14.50
Charges for 870 563-3364
10. Monthly Charges 14.50
Charges for 870 563-3448
11. Monthly Charges 14.50
Charges for 870 563-3893
12. Monthly Charges 125.00
Charges for 870 563-4090
13. Monthly Charges 14.50
Charges for 870 563-4093
14. Monthly Charges 125.00
Charges for 870 563-4150
15. Monthly Charges 14.50

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

Vendor Management (View)

File Edit Options Help Chat

Vendor Set

01-City of Osceola

Name

AT&T

Vendor

2456

Next Vendor #

Status

Active

General

Other

Detail

Checks

Information

Comments

Purchase Orders

Post Date

8/10/2020

Thru

99/99/9999

Balance Range: 999,999,999.99- to 999,999,999.99 , Post D

Filter

Type	ID	Description	Gross	Balance	PO	Check	Pay Date	Pi
INV	202009094160	AT&T 8705635245 493 6	\$16,983.39	\$0.00		019741	09/09/2020	09,
INV	202010134497	AT&T 870 563 5245 493 6	\$20,403.19	\$0.00		019882	10/13/2020	10,
INV	202011094804	AT&T 870-563-5245 493 6	\$19,287.15	\$0.00		020004	11/09/2020	11, =
INV	202012085065	AT&T 870-563-5245 493 6	\$21,958.25	\$0.00		020143	12/08/2020	12,
INV	202103126099	AT&T ACCT 870 563 416...	\$714.75	\$0.00		058052	03/12/2021	03,
INV	202104066269	AT&T 870 563 4165 663 3	\$708.88	\$0.00		058110	04/06/2021	04,
INV	202105036578	AT&T ACCT 870-563-416...	\$708.28	\$0.00		058218	05/03/2021	05,
INV	202106046909	AT&T 870-563-4165 663 3	\$709.03	\$0.00		058348	06/04/2021	06,
INV	202107077254	AT&T 870-563-4165-663-3	\$707.53	\$0.00		058475	07/07/2021	07,
INV	202108107639	AT&T 870-563-4165 663 3	\$703.02	\$0.00		058617	08/10/2021	08,
INV	202108107641	AT&T 870-563-2222 980 6	\$243.20	\$0.00		058617	08/10/2021	08,
INV	202109037886	AT&T 870-563-2222 980 6	\$255.57	\$0.00		058702	09/03/2021	09,
INV	202109037887	AT&T 870-563-4165 663 3	\$717.64	\$0.00		058702	09/03/2021	09,
INV	202110088241	AT&T	\$1,337.14	\$0.00		058863	10/11/2021	10,
INV	202110088242	AT&T	\$715.82	\$0.00		058863	10/11/2021	10,
INV	202110088246	AT&T	\$254.93	\$0.00		058864	10/11/2021	10, ▾

Edit This Record

Clear

View

city29

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

Resolution was passed on the 15th day of August, 2022, and given number 2022-33.

Next, the AT&T Agreement for exit of Plexar contract was discussed. Motion was made by Tyler Dunegan and seconded by Stan Williams to approve. All Council members were in favor.

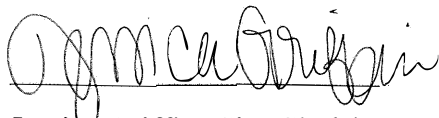
Presentation of Utility Pole License Agreement will be presented at September meeting.

Documents for a potential grocery store were discussed. Jessica introduced Exhibits A and B. The EDR Contract, Ordinance, and Resolution were tabled by a motion from Sandra Brand and seconded by Tyler Dunegan. These items were tabled until August 22nd. All Council members were in favor.

Stan Williams brought up property concerns on Bard Street.

Motion was made by Gary Cooper to adjourn the meeting.

Sally Wilson, Mayor

A handwritten signature in cursive script, reading "Jessica Griffin", written over a horizontal line.

Jessica Griffin, City Clerk/Treasurer

LICENSE AGREEMENT BETWEEN
OSCEOLA MUNICIPAL LIGHT & POWER
LICENSOR

AND

RITTER COMMUNICATIONS
LICENSEE

FOR

ATTACHMENT OF CABLES AND NECESSARY APPURTENANCES TO FACILITIES

DATED ~~JUNE~~  2022

LICENSE AGREEMENT
FOR
ATTACHMENTS OF CABLES AND NECESSARY APPURTENANCES TO FACILITIES

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LICENSE AGREEMENT

FOR

ATTACHMENT OF CABLES AND NECESSARY APPURTENANCES TO OSCEOLA MUNICIPAL LIGHT & POWER FACILITIES

This License Agreement (hereinafter, the "Agreement") made as of the _____ day of June, 2022, by and between the Osceola Municipal Light & Power, a utility commission organized under the laws of the State of Arkansas, and located in Mississippi County, Arkansas, with a principal place of business at 303 West Hale Ave., Osceola, Arkansas 72370 (hereinafter called "Licensor") and Ritter Communications, whose federal tax I.D. number is _____, a corporation organized under the laws of the _____, (hereinafter called "Licensee").

WITNESSETH:

Whereas, Licensee proposes to install and maintain cables and necessary appurtenances for the purpose of providing television, video, data and/or information services to its customers in Osceola, Arkansas, in which both parties operate, desires to maintain, attach or install such cables, wires and appliances to certain facilities of Licensor and for which application is made to Licensor on the **Application and Permit for Attachment to Facilities** attached hereto as Exhibit A (such approved attachments hereinafter referred to as "authorized attachments" or "attachments"); and

Whereas, Licensee agrees that this Agreement is limited to the uses specifically stated above and any other use shall be considered a breach of the Agreement.

Whereas, subject in all instances to considerations of Licensor's service requirements including considerations of economy and safety, Licensor is agreeable to permit the attachment or installation of Licensee's Authorized Attachments to Licensor's facilities, except where provided otherwise in this Agreement. Additionally, Licensor shall have the right to refuse to issue any permit hereunder whenever Licensor, in its judgment, determines that the issuance of such a permit is not possible for safety, reliability and generally applicable engineering purposes, including the Licensor's operations of Licensor's distribution or transmission systems.

Now, therefore, in consideration of the premises, the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

ATTACHMENT is any material or apparatus now or hereafter used by ~~either party~~ Licensee in the construction, operation or maintenance of its plant installed on Licensor's facilities.

CODE means the applicable National Electrical Safety Code, as it may be amended from time to time, the latest requirements of the Occupational Safety and Health Act of 1970 and compliance with any lawful rules or orders now in effect or that may hereafter be issued by Licensor or other authority having jurisdiction.

OCCUPANCY is the maintaining or specifically reserving space for the attachments of parties on the same pole at the same time.

LICENSOR'S FACILITY is any pole or structure owned by Licensor upon which space is provided or offered under this Agreement for the attachments of both parties, and any other occupant subject to a similar license agreement.

REARRANGING OF ATTACHMENTS is the moving of attachments from one position to another on Licensor's facilities.

TRANSFERRING OF ATTACHMENTS is the removing of attachments from one facility and placing them upon another facility.

STANDARD SPACE ALLOCATION means an allocation of remaining space on facility.

OVERLASHING is the attachment by winding, securing, fastening, lashing, threading or looping of one cable onto another cable.

TAGGING is the identification of Licensee's attachments at each point of attachment to Licensor's facilities. Identification must be readable from ground level with the naked eye and acceptable to Licensor.

LICENSOR CONTRACTORS are the contractors who regularly do work for Licensor. Identification of those contractors will be available to Licensee upon request.

Commented [JC1]: This defined term is not used in the agreement. Consider deleting it.

CONDUIT is the underground facility of the Licensor where Licensee may request occupancy.

ARTICLE 2 – SCOPE OF AGREEMENT

This Agreement shall cover all Licensee's attachments to Licensor's facilities approved and agreed to in Exhibit A. This Agreement does not cover the installation or attachment of small wireless facilities, as defined by the Small Wireless Facilities Deployment Act found at Ark. Code § 23-17-501, et seq.

ARTICLE 3 – ACCESS

Licensor's approval of is granting Licensee's access to its Licensor's facilities does not constitute but is not offering any warranty of conditions, guarantee of electric service, grant of franchise, or any grant of easement, which must be addressed separately from and independently of this Agreement. Specific sites will may be agreed to by the parties subject to availability and safety concerns, but does not include the provision of utility services including electricity. Licensee will be required to make separate and independent arrangements for these services.

ARTICLE 4 – PRACTICES

Licensee's attachments, in each and every location, shall be installed and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, the latest requirements of the Occupational Safety and Health Act of 1970 and in compliance with any lawful rules or orders now in effect or that may hereafter be issued by Licensor or other authority having jurisdiction. If Licensee's attachment is being made to Licensor's pole, the initial location of Licensee's attachments to be made on each pole will be designated by Licensor. Licensee also shall promptly reimburse Licensor all costs in connection with the initial installation or rearrangement of Attachments as outlined in Exhibit C. The location of any attachment may be reasonably re-designated by Licensor; and Licensee shall promptly change Licensee's attachment to the re-designated location at Licensee's expense.

Licensee's request for occupancy of conduits shall be submitted on Exhibit A. Licensee will be responsible for bearing all expense associated with the determination of availability and acceptability of allowing occupancy.

ARTICLE 5 – ACCESS RIGHTS

Licensee shall secure all legally required authority, permits and rights to place, maintain and operate its attachments on Licensor's facilities and obtain agreements from the owners of private property, if required, including, if legally required, the right to construct, maintain and operate the attachments on Licensor's facilities which it occupies. Licensee shall defend, indemnify and reimburse Licensor all loss and expense, including attorneys' fees, as provided for in Article 19, which Licensor may incur as a result of claims from governmental bodies, owners of property or others that Licensee ~~has not~~ lacks the sufficient right or authority for placing, operating and maintaining Licensee's attachments on Licensor's facilities in any particular area or areas. The Licensee shall have sole control over the defense and/or settlement of the matter, including sole control over which attorney shall handle the matter, if any. Should the Licensor desire, it may retain counsel of its choosing at its sole cost, to participate.

Licensee and Licensor shall at all times observe and comply with all laws, ordinances and regulations which in any manner affect the rights and obligations of Licensor under this Agreement, so long as such laws, ordinances or regulations remain in effect; and the provisions of this Agreement shall be subject to all such laws, ordinances and regulations. Licensee will also undertake the requisite environmental assessments it deems appropriate.

The primary use of any facility is for the provision of utility service by ~~licensor~~ Licensor. Licensor may reserve space on its own facilities if such reservation is consistent with a bona fide development plan that reasonably and specifically projects a need for that ~~space in the provision of its core utility service~~. Licensor may permit Licensee to use the reserved space until the Licensor has an actual need for that space. When Licensor reclaims the space, it must afford the Licensee the opportunity to pay for the cost of any modifications needed to expand capacity in order to maintain its attachment. In the event Licensee's attachments interfere with the provision of electric service Licensee agrees to remove, readjust, or relocate its attachments at its own expense. Licensee shall not permit or suffer the installation

Commented [JC2]: We could need space on poles for many reasons that we do not yet know (ie. Public safety, public wifi, flags, banners, etc)

and existence of any other improvement (including, without limitation, transmission or reception devices) upon the Licensee's attachments to Licensor's facilities or premises if such improvement materially interferes with transmission or reception by Licensor's facility in any manner whatsoever.

Any offer and acceptance of an attachment agreement may be subject to regulatory approval.

Licensee shall be solely responsible for securing all necessary or appropriate approvals, consents, permits, permission, certificates or other authority (the "Approvals") from any Governmental Authority having jurisdiction over Licensee's use of the Licensor's Facilities, ~~including but not limited to the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").~~ Upon reasonable notice and request, Licensor shall provide Licensee with existing documentation or information regarding Licensor's facilities that Licensee may need to secure the necessary approvals. Licensee shall obtain all required approvals prior to effective date, including but not limited to (1) a completed copy of FAA Form 7460 or study number if legally required, and (2) copies of current AM/FM FCC licenses relating to Licensee's attachments, if legally required.

Commented [JC3]: This list should be much longer (City Council, APSC). I'd rather omit the examples.

Without limiting the generality of the foregoing, all installations, lighting, obstruction markings, and operations in connection with this Agreement by Licensee shall comply with all Applicable Law promulgated by each Governmental Authority having jurisdiction over same, ~~including but not limited to the FAA and the FCC,~~ and Licensor has no responsibility or liability for any of the same.

Failure to comply with this Article shall constitute a default of this Agreement on the part of the Licensee.

ARTICLE 6 – APPLICATION REQUIREMENTS

Before Licensee shall have a right to attach to any facility of Licensor, Licensee shall make application and receive a permit from Licensor. The application shall be in the form of Exhibit A, hereto attached and made a part hereof. Upon issuing such permit, Licensor agrees that Licensee is permitted to make the attachments thereby covered, subject to the terms and conditions of this Agreement. In accordance with the Agreement, Licensor reserves the right to determine whether ~~or not~~ to issue a permit. Licensor may consider in reviewing a permit application, issues of capacity, safety, reliability, and generally applicable engineering requirements, including the operation of Licensor's distribution and/or transmissions systems, any presently existing contractual obligation of Licensor to any public utilities, governmental bodies or other entities which may be entitled to use of, or control of such facilities and the terms of this Agreement. Licensor may also consider the adverse effect on any of Licensor's facilities including, but not limited to, all questions of economy, safety and future needs of Licensor. This application and permitting process is also a requirement for every instance where overloading is proposed. Licensor shall state the reasons for any denial in writing upon request of Licensee.

Upon Licensor's receipt of Licensee's "Application ~~for and~~ Attachment Permit", ~~in the form of Exhibit A, hereto attached and made a part hereof,~~ Licensee's design and layout proposal will be subject to review by the Licensor.

~~When Licenser will review the application, and "Attachment Permit" in the form of Exhibit A, hereto attached and made a part hereof, will be signed and returned the application to Licensee indicating the Licensee's proposal acceptance or denial by Licenser without unreasonable delay.~~

If Licensee makes attachments without benefit of the requisite permit, Licensee is deemed in default of this Agreement.

ARTICLE 7 – PLACING OR REARRANGING ATTACHMENTS

Licenser reserves the right to refuse, on a non-discriminatory basis, to grant a permit in accordance with this Agreement, and reserves the right to revoke any such permit for the attachment to its facilities when Licenser determines, in its judgment, that such facility is required for its exclusive use or that the facility may not reasonably be rearranged or replaced to accommodate the attachment.

Commented [JC4]: Most cable companies will object to the breadth of this.

Where Licenser rearranges its facilities to accommodate Licensee, the Licensee shall pay Licenser's estimated cost of rearrangement in accordance with Article 11. Said estimate expires after the lapse of three months.

Licensee is prohibited from tampering with, interfering with, removing or relocating Licenser's facilities subject to this Agreement.

Licenser may require the placing or rearranging the property of Licensee. Licensee shall, at its own expense and to the satisfaction of the Licenser, place guys and anchors to sustain any unbalanced loads caused by the Licensee's attachments.

When Licenser is requested by Licensee to install grounds or make connections to Licenser's system neutral, Licensee shall pay Licenser for the estimated cost of installing such grounds or making such connections.

In the event that a request for attachments is made by Licensee and steps are taken by Licenser to carry out the request by performing necessary engineering and administrative work and the job is canceled by Licensee causing the job not to be done or completed, Licensee shall reimburse Licenser in accordance with Article 11.

Licenser reserves the right to inspect each attachment of Licensee on its facilities or in the vicinity of its equipment and to make periodic inspections as plant conditions may warrant; and Licensee shall reimburse Licenser for the expense of such inspections. Inspections will not be made more often than once every three years and upon notice to Licensee unless, in Licenser's judgment, such inspections are required for reasons involving safety or are required because of a violation of the terms of this Agreement by Licensee. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

Licensee shall assure that all of its work performed on Licenser's facilities, either by its own employees, or contractors, or subcontractors shall be in compliance with all applicable NESC requirements. Licensee shall assure that any party installing facilities be familiar with the NESC requirements before being allowed to perform work on Licenser's facilities.

ARTICLE 8 – MODIFICATIONS AND/OR REPLACEMENTS

In the event that any facility to which Licensee desires to make attachments is inadequate to support or accommodate the additional facilities in accordance with the aforesaid specifications, Licensor will notify Licensee of the changes necessary to accommodate the requested attachments, together with the estimated cost thereof. Licensee shall pay to Licensor the estimated cost of making the changes in advance and Licensor shall make such changes. Should conditions significantly change between the time of the estimate and time work is performed so that actual costs exceed the estimate, Licensee shall reimburse Licensor the actual additional costs over the estimate. Licensee shall also pay in advance to the owner or owners of other facilities attached to such facilities any expense actually incurred by them for rearranging or transferring their facilities.

Should Licensor's need for its own service requirements or for changes it is required to make as a result of any governmental mandate, the space occupied by Licensee's attachments on any of Licensor's facilities, Licensor will notify Licensee in writing and will include the estimated costs necessary to accomplish the changes. Within thirty (30) calendar days after receipt of such notice, Licensee shall indicate in writing to Licensor that Licensee will remove its attachments.

Commented [JC5]: Most cable companies won't agree to this.

Licensee shall not be entitled to reimbursement of any amounts paid to Licensor by any governmental entity or authorized user.

ARTICLE 9 – MAINTENANCE OF FACILITIES

In instances of unplanned maintenance such as a vehicle accident involving Licensor's facilities, Licensor may remove Licensee's attachments or may temporarily or permanently relocate or replace Licensee's attachments. In the event its attachments are relocated or replaced, Licensee shall pay Licensor as provided for in Exhibit D. Licensor is in the business of providing electric service through its own attachments to its poles and towers. In the event of major damage to those poles and towers and Licensor's attachments thereto, including, but not limited to damage caused by tornadoes and/or ice or wind storms, Licensor's primary responsibility is to restore service to its customers. At Licensee's option, Licensee's qualified contractor or subcontractor may reattach Licensee's attachments simultaneously with Licensor's restoration efforts so long as the repairs to Licensee's attachments do not interfere with Licensor's restoration efforts. Otherwise, Licensee's undamaged attachments will be reattached by Licensor upon completion of its own restoration as provided for in ~~exhibit~~ Exhibit D.

Any arrangements of Licensor's facilities or replacement of facilities required to accommodate Licensee's attachments shall be done by Licensor in accordance with Article 11.

Licensee shall reimburse Licensor, on a pro-rata basis, for keeping facilities clear of obstructions such as trees or brush as provided for in Exhibit D.

ARTICLE 10 – ABANDONMENT AND REMOVAL OF FACILITIES

If Licensor desires at any time to abandon any of its facilities to which Licensee's attachments are attached, it will attempt to give Licensee notice in writing to that effect at least sixty (60) calendar days

prior to the date on which it intends to abandon such facility. If Licensee's attachments are not removed at the time of abandonment, Licensors may remove Licensee's attachments and notify Licensee where its attachments are stored. Licensee will be billed in accordance with Exhibit D. Licensee shall hold harmless the Licensors from all obligation, liability, damages, costs, expenses or charges incurred because of or arising out of the removal of Licensee's attachments.

Upon receipt of not less than thirty (30) days' prior written notice from Licensors to Licensee that any attachment must be removed by reason of any Federal, State, County, Municipal or other governmental requirement, or the requirement of a property owner other than Licensors, the permit covering the use of said poles shall terminate and the attachments of Licensee will be removed promptly from Licensors' facilities at a cost due Licensors from Licensee in accordance with Exhibit D.

ARTICLE 11 – ALLOCATION OF COSTS FOR REARRANGEMENT, RELOCATION AND REMOVAL OF FACILITIES

The costs for any rearrangement, relocation and removal of Licensee's facilities not requested by the Licensee, including those required by Articles 8, 9, 10, and 15 shall be allocated to the Licensors, Licensee or other entity on the following basis: (1) if the rearrangement, relocation or removal of Licensee's facilities is the result of an additional attachment or the modification of an existing attachment sought by an entity other than the Licensors or Licensee, Licensee may request reimbursement for transfers or rearrangements from the third party requesting the modification; ~~or~~ (2) if the rearrangement, relocation, or removal of Licensee's facilities is the result of the need to upgrade or reconfigure Licensors' ~~energy distribution/transmission systems~~, the Licensee shall be responsible for the rearrangement, relocation, or removal of Licensee's facilities. Licensors shall make a good faith effort to provide Licensee with adequate notice of the need for the rearrangement, relocation or removal of Licensee's facilities. Licensee shall make such modifications as quickly as possible.

Where Licensors rearranges its facilities to accommodate Licensee, Licensee shall pay Licensors' estimated cost of rearrangement in advance and Licensors shall thereupon make such changes in accordance with Exhibit A. Said estimate expires after the lapse of three months.

In the event a request for attachments is made by Licensee and steps are taken by Licensors to carry out the request by performing necessary engineering and administrative work and the job is canceled by Licensee causing the job not to be done or completed, Licensee shall reimburse Licensors for the actual costs incurred by Licensors with respect to the canceled job, including engineering, clerical, administrative and construction costs. In the event that Licensee has already submitted such a payment, Licensee shall be entitled to a refund of any monies not attributable to work already completed on the project when said notice of cancellation is sent.

Commented [JC6]: This paragraph is generally restated in Article 7.

ARTICLE 12 – SPECIAL PROJECTS AND CHANGES IN CHARACTER OF SERVICE

Installations other than those covered specifically by this Agreement shall be considered special projects submitted by Licensee to Licensors in writing on Exhibit A and shall be subject to separate negotiations. The design, construction and cost of such projects shall be decided and agreed upon, based

on mutual benefits of both parties; but no such project shall be undertaken without the prior written consent of Licensor.

Should Licensee propose a Change in the Character of Service, Licensee shall notify Licensor in writing of such proposal. Such requests will be handled in the same manner as in the above Paragraph of this Article for special projects.

ARTICLE 13 – TERMINATION OF PERMITS

Upon written notice from Licensor to Licensee that the use of any facility is no longer available for occupancy pursuant to this Agreement, the permit covering the use of such facility shall immediately terminate and Licensee shall remove, within sixty ~~(60)~~ calendar days or other reasonable period agreed upon by the Licensor and Licensee, its attachments from the affected facility at Licensee's expense. Upon receipt of written notice, Licensee shall have thirty ~~(30)~~ calendar days to propose an alternative location for its attachment. Upon agreement of the Licensee and Licensor such attachment shall be moved to the alternative location as an authorized attachment. If, after notice to remove is given, Licensee fails to remove its facilities within sixty ~~(60)~~ calendar days, Licensor shall proceed with the removal with no liability or repercussion from Licensee for damage that Licensee might sustain. Costs associated with removal by Licensor shall be borne by Licensee in accordance with Exhibit D.

Licensee may at any time request removal of its attachments from any facility of Licensor, and shall immediately give Licensor written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. Refund of any unearned rental or other fees or costs will be made upon removal. If Licensee surrenders its permit pursuant to the provisions of this Article, but fails to remove Licensee's attachments from Licensor's facilities within thirty ~~(30)~~ calendar days thereafter, Licensor shall have the right to remove Licensee's attachments at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities, and Licensee shall indemnify and hold Licensor harmless for claims and demands of third parties arising out of such removal in accordance with Article 19. If Licensee's attachments are removed by Licensor as provided by this Article, Licensor may dispose of such attachments at its discretion without the permission of and with no obligation to Licensee. In the event that Licensee's attachments ~~be are~~ removed from any facility as provided by this Article, no attachment shall again be made to such facility unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

This ~~article~~ Article shall not permit and shall not be utilized by Licensor to frustrate the purpose of this Agreement or to cause effective ejection of Licensee from Licensor facilities or effective termination of this Agreement.

ARTICLE 14 – PAYMENTS OF BILLS

Bills for expenses and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty ~~(30)~~ calendar days after receipt. Late charges at the rate of one and one-half percent per month or the maximum provided by law, ~~whichever is less~~, shall

accumulate and be applied to all outstanding bills not paid within thirty (30) calendar days after receipt thereof. Nonpayment of any such bill by Licensee shall constitute a default of this Agreement.

ARTICLE 15 – TRANSFERS

All attachments of Licensee on a pole or other facility that is being replaced or relocated may be transferred to the new pole or other facility by Licensor and Licensee shall be invoiced and shall pay for such transfers. Licensor, however, reserves the right to require transfers to be made by Licensee. In such case that transfer is not made within sixty (60) calendar days, the abandonment provision contained in Article 10 shall apply.

Charges by Licensor for transfers will be in accordance with attached Exhibit D. Exhibit D will be updated by Licensor as required to reflect current costs.

ARTICLE 16 – RENTAL PAYMENTS

Licensee shall pay Licensor rental fees for each facility to which any attachment is made pursuant to this Agreement. Said rental fees shall be paid, in advance, on the first day of the month of each annual period of rental. The total fee shall be based on the number of facilities to which attachments are being maintained on the first day of December next preceding said payment date. The amount agreed upon shall be retroactive to the first day of the calendar quarter in which this Agreement is executed. For the purpose of computing these rental payments, each outstanding permit shall be construed as if the attachment authorized thereby had been made as of the day of the approval thereof by the Licensor even though the attachment has not been made on such date. The first payment of rental for each facility shall include an amount based on a yearly rental amount prorated from the first day of the calendar in which the license or permit is granted.

No refund of any attachment fee will be paid on account of any termination or surrender of a permit granted hereunder except for removal of an entire system which shall be refunded from the date of entire removal of the system.

At intervals not exceeding five years, an actual inventory and inspection of attachments shall be made. The entire cost of inventory and inspection shall be borne by all licensees, entities with attachments on Licensor's facilities other than Licensor. Licensee shall pay its proportional share of inventory and inspection costs that will be calculated by multiplying the total costs of inventory and inspection by a fraction that is equal to the total number of Licensee's attachments divided by determined by each licensee's percentage of attachments to the total number of attachments on Licensor's Licensor's facilities by entities other than Licensor and is due within thirty (30) calendar days upon receipt by Licensee of billing. If it is found by such inventory that Licensee has made an one or more attachments to a facility Licensor's facilities of Licensor without the "Attachment Permit" as provided in Article 5, Licensee shall pay as liquidated damages for safety and liability aspects of unauthorized attachments, a per-attachment fee for unauthorized attachment as provided in Exhibit D. In addition to liquidated damages, Licensee shall pay the appropriate rental amount plus late charges from the first of the year in which the contacts were installed until the time the contacts are discovered. If said date of attachment cannot be

determined, Licensee shall pay the regular contract rental rate plus late charges for such attachment from the date of the prior inventory, not to exceed five years.

No refund shall be made for attachments paid for but found by inventory to have been removed without notification.

ARTICLE 17 – ~~REVISION OF THE RENTAL RATE~~

~~In consideration of being permitted to occupy space on Licensor's facilities with its equipment, Licensee shall pay rental for each facility occupied as shown below. These rates shall be effective through 2026.~~

Invoice for 2022	\$9.00
Invoice for 2023	\$10.00
Invoice for 2024	\$11.00
Invoice for 2025	\$12.00
Invoice for 2026	\$12.00

After 2026, the rental rate shall be increased annually at a rate that is equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics (All Items, All Urban Consumers, 1982-1984=100) for the previous 12 months using the December (published in January) report, provided that no increase shall be less than two percent (2%) nor more than five percent (5%).

ARTICLE 18 – ~~FEES AND CHARGES AND RENTS~~

Licensee shall make payment within thirty (30) calendar days of receipt of an invoice, of any fees and charges properly imposed upon it by this Agreement.

Each application for license shall be accompanied by a Survey Fee payable to Licensor as provided for in Exhibit D. This fee covers any pre-licensing inspection of facilities and is an average charge for the necessary survey and administrative work involved in issuing a License.

Upon execution of this Agreement, Licensee shall pay a License Preparation Fee to Licensor as provided for in Exhibit D. This fee is a nonrecurring charge for the necessary administrative and processing work involved in issuing a License Agreement.

~~In consideration of being permitted to occupy space on Licensor's facilities with its equipment, Licensee shall pay rental for each facility occupied as provided in Exhibit D.~~

A Fee for Unauthorized Attachment shall be charged when Licensor reasonably determines Licensee has occupied Licensor's facilities without first having obtained a Permit. The Fee for Unauthorized Attachment shall be as provided in Exhibit D.

A Reserved Space Fee shall be the fee charged for the removal of Licensee's attachments from one of Licensor's facilities to another of Licensor's facilities in accordance with the terms of this Agreement.

Right-of-Way Maintenance shall be the pro-rata cost to Licensor for keeping Licensee's attachments clear of trees, limbs or brush in connection with Licensor's normal maintenance activities; however, this fee may be incorporated in the Pole Attachment Fee. If Licensee requires Right-of-Way Maintenance other than Licensor's normal maintenance it will be at the expense of the Licensee.

A Removal of Licensee's Attachments Fee shall be charged to Licensee in accordance with the terms of this Agreement in every instance where it is necessary or desirable for Licensor to remove Licensee's attachments from Licensor's facilities as set out on Exhibit D in this Agreement.

In addition to the assessment of the Fee for Unauthorized Attachments, a penalty shall apply for unauthorized attachments as provided in Exhibit D.

The current charges for the Engineering Fee, Application Fee, Inspection Fee, Rental Fee, and Fee for Unauthorized Attachment and Penalty Fee for Unauthorized Attachment are set forth in Exhibit D, Fees, Charges and Rents, attached hereto and made a part hereof.

The Fees, Charges and Rents set forth on Exhibit D are subject to adjustment by Licensor annually effective as of January 1, upon thirty (30) calendar days prior written notice to Licensee in accordance with Article 17. All rentals contained in Exhibit D are in effect and payable until adjusted. The pole attachment rental rates shall remain in effect for five years.

Wherever this Agreement provides for Licensee to pay for work done by Licensor, the charge for such work shall include all actual, reasonable, cost-based material, labor, engineering and administrative costs and applicable overheads in accordance with public utility accounting practices. Licensor will credit Licensee for salvage, if any.

ARTICLE 19 – LIABILITY AND DAMAGES

Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of service of Licensee's service or for interference with the operation of Licensee's facilities of Licensee arising out of the use of Licensor's facilities. Additionally, Licensor shall not be liable to Licensee for any interruption of Licensee's service of Licensee or for any interference with the operation of Licensee's facilities of Licensee arising out of a cause outside the control of Licensor.

~~Licensor and~~ Licensee shall exercise special precautions to avoid damaging the facilities of the ~~other Licensor~~ and of others occupying Licensor's facilities and each hereby assumes responsibility for the costs of making repairs or replacements of such damage to the property of the other that the damaging party causes. Licensee shall make an immediate report to Licensor of the occurrence of any such damage known to Licensee and hereby agrees to reimburse the respective owners for the expense incurred in making repairs. If Licensee shall fail to exercise precautions to avoid damage or if Licensee shall fail to immediately report the occurrence of such damage, such failure shall constitute a default of this Agreement.

Licensee shall indemnify, protect, save harmless and defend Licensor, and its affiliated and associated ~~companies, shareholders, directors/entities~~, officers, agents, representatives and employees from and against any and all claims and demands for damages to tangible property and injury to or death of persons, including payments made under any Workmen's Compensations Law for Licensor or third parties and any other actual damages which may arise, including attorneys' fees, out of or caused by the erection, maintenance, use or removal of Licensee's cable, equipment and facilities or by any act of Licensee on or in the vicinity of Licensor's facilities or Licensee's breach of any part of this Agreement except to the extent of the intentional misconduct or gross negligence of Licensor. Licensee shall also indemnify, protect, save harmless and defend Licensor and its affiliated and associated ~~companies, shareholders, directors/entities~~, officers, agents, representatives and employees from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander and against all claims and demands for infringement of patents with respect to the manufacture, use and operation in combination with Licensor's poles, anchors or other facilities or otherwise. Licensee's indemnity obligations hereunder shall extend to and include all actual costs including overhead costs (including the services of Licensor's regular employees and retained attorneys) incident to the investigation and defense of all claims and demands to which Licensee's indemnity obligations apply.

NOTWITHSTANDING anything herein to the contrary, Licensee shall have sole control over the defense and/or settlement of any matter which requires indemnification of Licensor under this agreement, including sole control over which attorney shall handle the matter, if any. Should the Licensor desire, it may retain counsel of its choosing at its sole cost, to participate.

Without limiting any obligations or liabilities of Licensee under this Agreement, Licensee shall provide and maintain for the term of this Agreement, at its own expense, without direct reimbursement, insurance coverage's in the forms and amounts that Licensee believes will adequately protect it but in no case less than the following: 1) Workers' Compensation Insurance in accordance with all applicable state, and federal laws, including Employers Liability Insurance in the amount of \$1,000,000 per accident. Policy shall be endorsed to include a waiver of subrogation in favor of Osceola Municipal Light & Power. 2) Commercial General Liability Insurance including Contractual Liability Coverage, covering liability assumed under this Agreement, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, and Personal Injury Coverage in the amount of \$5,000,000 per occurrence for Bodily Injury and Property Damage. 3) Commercial Automobile Liability Insurance including all owned, hired, leased, assigned, and non-owned vehicles, with a combined single limit of not less than \$5,000,000 per accident. 4) Excess Liability Coverage to provide excess of coverage for the above provisions in the amount of \$5,000,000 per occurrence. Licensee's insurance policies required by numbers (2) through (4) above, shall include the Licensor as an additional insured. All of Licensee's policies of insurance shall be primary insurance and non-contributing with any other insurance, maintained by Licensor. Policies are to provide Licensor with thirty ~~(30)~~ calendar days prior written notice of cancellation. Licensee shall provide Licensor with Certificates of Insurance issued to the Licensor evidencing coverage currently in effect upon execution of and for the duration of this Agreement. Licensee shall be fully responsible for any deductible

or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained. Unless agreed otherwise in writing by Licensor, any contractor or subcontractor providing services under this Agreement shall be required to carry insurance coverage's in a form and amount consistent with the requirements of this Article and Certificates of Insurance evidencing such coverage shall be presented to Licensor prior to commencement of services by the contractor or subcontractor.

Licensee shall furnish a performance bond in the sum of not less than \$75,000 or in an amount agreed to by Licensor or satisfactory evidence to Licensor of contractual insurance coverage to guarantee the payment of any sums which may become due Licensor for rentals, inspections or for work performed for the benefit of Licensee under this Agreement, including the removal of attachments upon termination of this Agreement by any of its provisions. Licensor may waive the bond requirement on an annual basis.

ARTICLE 20 – DUTIES, RESPONSIBILITIES, AND EXCULPATION

Licensee does hereby acknowledge and agree that Licensor does not warrant the condition of the premises or its facilities and equipment as to its safety whatsoever and Licensee does hereby assume all risk of any damage, injury or loss of any nature whatsoever caused by or in connection with the use of said equipment and that it does hereby agree to indemnify, defend, protect, and hold Licensor harmless in accordance with Article 19.

If Licensee becomes defunct or files bankruptcy any time during the term of this Agreement, Licensor shall have the right to utilize the proceeds of the performance bond for reimbursement for removing Licensee's facilities located on or adjacent to Licensor's facilities.

By executing this Agreement, Licensee warrants that it has or will fully acquaint itself and its employees and/or contractors and subcontractors with the conditions relating to the work it will undertake under this Agreement, that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work and shall employ or engage only skilled and competent personnel in the performance of installation and maintenance activities under this Agreement.

It is further understood and agreed by and between the parties that in the performance of work performed under this Agreement, Licensee, its agents, servants, employees, contractors and subcontractors may be required to work near, about, adjacent to and in the vicinity of electrically energized lines, transformers, or other equipment of Licensor, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency which might endanger life, cause grave personal injury, or property damage. Licensee is fully and solely responsible for seeing that its employees, servants, agents, contractors and subcontractors shall have the necessary skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Licensor, and the general public, from harm or injury while performing work permitted pursuant to this Agreement, and for furnishing said employees, servants, agents, contractors and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner while the existing equipment of Licensor remains energized. Licensee agrees that in

emergency situations in which it may be necessary to de-energize any part of Licensor's equipment, Licensee shall be solely responsible to see that work is suspended until the facilities have been de-energized and that no such work is conducted unless and until the facilities are de-energized.

In the event Licensor de-energizes any equipment or line at Licensee's request and for its purposes, benefit, and convenience in performing a particular segment of any work, Licensee shall reimburse Licensor in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. ~~In the event that if~~ Licensee shall cause an interruption of service by damaging or interfering with any equipment or facilities of Licensor, Licensee shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Licensor immediately. In accordance with Article 19, Licensee shall be solely responsible for any injuries or damages or claims for losses growing out of such interruption or de-energization of Licensor's electric system; and does hereby indemnify and hold harmless Licensor therefrom.

Licensee further warrants that it is apprised of, conscious of, and understands the imminent dangers inherent in the work necessary to make installations on Licensor's facilities by Licensee's personnel, employees, servants, agents, contractors or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's personnel, employees, contractors and subcontractors of such dangers, and to keep them informed regarding same.

ARTICLE 21 – TAXES

All taxes, assessments, license fees, operating fees, franchise fees, and other charges that are levied or assessed against Licensee's tangible personal or real property installed or located in or on the Licensor's Facilities, against any business activities conducted by Licensee in or on Licensor's Facilities, or against Licensee on account of any activities of Licensee whatsoever in or on Licensor's Facilities, shall be paid by Licensee.

ARTICLE 22 – SUBORDINATION

Licensor may from time to time, grant liens, deeds of trust, mortgages or other security interests covering the Licensed Premises herein.

ARTICLE 23 – RIGHTS OF OTHER PARTIES

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any facilities covered by this Agreement, subject to the prior rights, if any, of Licensee to use such facilities. No payment made pursuant to this Agreement shall create or vest in Licensee or anyone else any ownership interest in any property or facility of Licensor.

Licensee shall not sublease Licensee's lines or facilities attached to Licensor's facilities or allow another entity to attach lines or facilities to any of Licensee's lines or facilities attached to Licensor's facilities without the express written approval of Licensor. A violation of this Article 23 shall constitute a default of this Agreement.

ARTICLE 24 – SERVICE OF NOTICES

Wherever in this Agreement notice is provided to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed as follows:

If to Licensor, at
Osceola Municipal Light & Power
Attn: General Manager
P.O. Box 443
Osceola, AR 72370

If to Licensee, at
Ritter Communication
Attn:

Or to such other address as either party may, from time to time give the other party written directions to use for such notice.

ARTICLE 25 – TERMINATION OF AGREEMENT

If Licensee shall fail to comply with any of the terms or conditions of this agreement or defaults in any of its obligations under this Agreement and shall fail within thirty (30) calendar days after receipt of written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the facilities as to which such default or noncompliance shall have occurred; provided, however, that where the nature or circumstances surrounding such default cannot reasonably, in Licensor's opinion, be cured within said thirty (30) calendar day period, and further provided that if Licensee has proceeded promptly to cure same and continues to pursue such curing with all due diligence, the period for curing such default may be extended for such period of time as may be necessary, in Licensor's reasonable opinion, to complete such curing.

In addition, subject to the above paragraph, Licensor shall have the right to terminate this entire Agreement, or individual licenses granted hereunder. 1) If Licensee's attachments are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or 2) If any permit or other authorization which may be required by any governmental authority, or from any property owner, for the use, operation or maintenance of Licensee's cables, equipment and facilities on Licensor's facilities is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or 3) Uses of Licensor's facilities not specifically provided

for in this Agreement, or 4) If Licensee defaults under any of Articles 4, 5, 6, 14, 19, 23, 26, or 37 of this Agreement unless cured pursuant to this Article.

If any insurance carrier providing any coverage pursuant to Article 19 shall at any time notify Licenser that a policy or policies of insurance, will be canceled or changed so that the requirements of Article 19 will no longer be satisfied, then this Agreement shall cease and terminate without further notice, the effective date of which cancellation or change unless adequate replacement coverage is obtained prior to the expiration or termination of the original coverage.

This Agreement shall not automatically cease and terminate in the event Licensee becomes the target of an involuntary corporate takeover attempt, if Licensee successfully repels such takeover attempt within one hundred twenty (120) calendar days of its commencement. Should a takeover attempt be successful, Article 26 shall apply.

ARTICLE 26 – ASSIGNMENT OF RIGHTS

Licensee shall not assign or transfer the privileges contained in this Agreement voluntarily or involuntarily without the prior consent in writing of Licenser. Such consent shall not be unreasonably withheld by Licenser. The assignment or transfer by Licensee of such privileges without written consent of Licenser shall constitute a default of Licensee's obligations and, notwithstanding any other provisions of this Agreement, Licenser may at its option forthwith terminate this Agreement or any license issued hereunder.

Subject to the provisions of the above paragraph, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE 27 – CONVEYANCE OR SALE OF FACILITIES

In the event of a sale, donation, exchange, or other disposition or conveyance by Licenser to a third party of fee simple title to the real property comprising or including the Facilities or the real property on which they are constructed as of the date that such conveyance is effective to third parties, Licenser shall be automatically, irrevocably and completely relieved from any liability on account of any matters arising or accruing after said effective date, and the transferee shall for all purposes be treated and regarded as the Licenser after such effective date.

ARTICLE 28 – TERM OF AGREEMENT

This Agreement shall become effective upon its execution and if not terminated in accordance with other provisions of this Agreement, shall continue in effect for an initial term (the "Initial Term") of five years with the option to renew this Agreement for an additional term of five years (the "Renewal Term") upon sixty (60) calendar days written notice, from Licensee to Licenser, prior to the expiration of the Initial Term; provided, however, that Licensee or Licenser can shorten the Renewal Term with or without cause. The Initial Term can only be terminated for breach.

Upon termination of the Agreement in accordance with any of its terms or conditions, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately begin to remove its attachments, and Licensee shall complete such removal within six months next following the

termination date. Despite any such termination, Licensee shall pay the rental payments provided herein until all attachments are removed. If not so removed, Licensor shall have the right to remove Licensee's attachments at the cost and expense of Licensee and without any liability therefore; and Licensee shall be conclusively presumed to have abandoned all such attachments not so removed by the Licensee, so that Licensor may dispose of the same in the manner Licensor wishes to use.

Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's attachments as provided for in Article 19.

ARTICLE 29 – AMENDMENTS

Any amendment to this Agreement, to be effective, must be in writing and signed by both parties hereto.

ARTICLE 30 – EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of facilities are by mutual consent hereby abrogated and superseded by this Agreement.

ARTICLE 31 – ELECTRICAL SERVICE TO LICENSEE

Electrical service to Licensee shall be provided according to standard practices by the Licensor and shall be covered under a separate agreement.

ARTICLE 32 – FRANCHISE RIGHTS

Notwithstanding anything elsewhere herein provided, nothing contained in this Agreement shall abrogate, limit or affect any obligation of Licensee under any franchise granted to Licensee.

ARTICLE 33 – WAIVER

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice to declare this Agreement or any permits granted hereunder terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

ARTICLE 34 – ENVIRONMENTAL

Each party will be fully and solely responsible for environmental contamination caused by its facilities, attachments, contractors, agents or employees, and Licensee will undertake the requisite environmental assessments it deems appropriate.

ARTICLE 35 – SIGNS

Licensee shall not have the right to place, construct or maintain signs on the Licensor's facilities or any underlying property without the prior written consent of Licensor. However, Licensee is required to identify its attachments by tagging.

ARTICLE 36 – SURRENDER; HOLD OVER

Upon termination of the Agreement, whether by expiration, cancellation, forfeiture or otherwise, Licensee shall remove the above-ground portions of its property installed, placed or erected on Licensor's Facilities by Licensee. Licensee shall have ninety (90) calendar days after termination of this Agreement within which to dismantle and remove the said property at its costs, regardless of any considerations of force majeure or factors beyond Licensee's control. After the aforementioned period, all property not removed by Licensee shall become the property of Licensor, except that Licensor, at its option, upon termination of this Agreement, may require Licensee to remove any or all of the above-ground portions of such property and to pay the cost of such removal.

In the event Licensee remains in possession of Licensor's Facilities after the expiration of this Agreement, Licensee shall be deemed to be doing so from month to month only, at one and one-half times the rate of the fee in effect during the last month of the Term of the Agreement, and subject in all respects, except as to the duration of the tenancy, to the provisions of this Agreement. Either Licensor or Licensee may terminate such tenancy upon at least thirty (30) calendar days prior written notice.

ARTICLE 37 – PARTIAL INVALIDITY

In the event any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance shall be deemed by the appropriate jurisdictional governing or legal authority to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 38 – DISPUTES

Before initiating any litigation based in whole or part upon this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations held in the City of Osceola, Arkansas and, failing such negotiations, attempt to mediate the dispute using a mediator that is agreed to by the parties and conducted within 100 miles of the City of Osceola, Arkansas. The parties shall each pay their own costs to prepare and participate in mediation, including attorney fees, and shall evenly divide the mediator's costs.

Any litigation based in whole or part upon this Agreement shall only be initiated in the Circuit Court of Mississippi County, Arkansas.

ARTICLE 39 – GOVERNING LAWS

The interpretation of the provisions of this Agreement and of the rights of the parties hereto shall be under the laws of the state of Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day and year first above written, each party hereto retaining an executed copy hereof.

Osceola Municipal Light & Power
Licensor

By: _____

Witness: _____

Date: _____

Title: General Manager

Ritter Communication
Licensee

By: _____

Witness: _____

Date: _____

Title:

Permit NO. _____

EXHIBIT A - APPLICATION AND PERMIT FOR ATTACHMENT TO FACILITIES

Licensee _____

Date _____, 20____

Contract No. _____

Town/Operating Area _____
(one area per application)

To Whom It May Concern:

In accordance with the terms and conditions of our Agreement dated _____, application is hereby made for a permit to make _____ attachments to Osceola Power & Light's facilities for installation of _____ attachments at the locations detailed below and/or shown on the attached design and layout proposal.

Type of Attachment

Specific Location

Advance payment is enclosed for a non-refundable fee as required in the Agreement in the amount of \$_____. Attachments, as provided for under this "Application and Permit", shall commence within thirty (30) calendar days and be completed within one hundred twenty (120) calendar days of the approval date as set forth below, otherwise this application and permit shall become null and void, and prepaid fees will not be refundable.

Licensee: _____

BY: _____
Title: _____

(To Be Completed By Osceola Power & Light)

_____ Permit will be granted, subject to your approval of the necessary changes and rearrangements at a cost to you of \$_____, payable in advance.

_____ Permit denied under Section _____

Date: _____, 20____

Comments: _____

By: _____
Title: _____

(To Be Completed By Licensee)

The above changes and rearrangements approved _____, 20____, and advance payment is enclosed.

Licensee

By: _____
Title: _____

Permit issued _____, 20____

Total Previous Attachments _____

Attachments This Permit _____

New Total _____

Routing Instructions: _____

Osceola Power & Light

By: _____
Title: _____

- (1) The party preparing this application will send three signed copies and application fee to Osceola Power & Light
- (2) Osceola Power & Light will return two copies approving the application or requesting approval and pre-payment of make ready work when required
- (3) The party will return two copies approving make ready work along with pre-payment
- (4) After receipt of pre-payment, Osceola Power & Light will return one final approved copy

PERMIT NO. _____

EXHIBIT B - NOTICE OF REMOVAL OF ATTACHMENT TO FACILITIES

Licensee _____

Date: _____, 20____

Contract No. _____

Operating Area _____
(one area per application)

To Whom It May Concern:

In accordance with the terms and conditions of our Agreement dated _____, 20____, please cancel from your records attachments to the following facilities from which Licensee's attachments were removed on _____, 20____.

Type of Attachment

Specific Location

Licensee

By: _____
Title: _____

Notice Acknowledged:

_____, 20____

Osceola Power & Light

Total Previous Attachments _____
Attachments Removed _____

By: _____

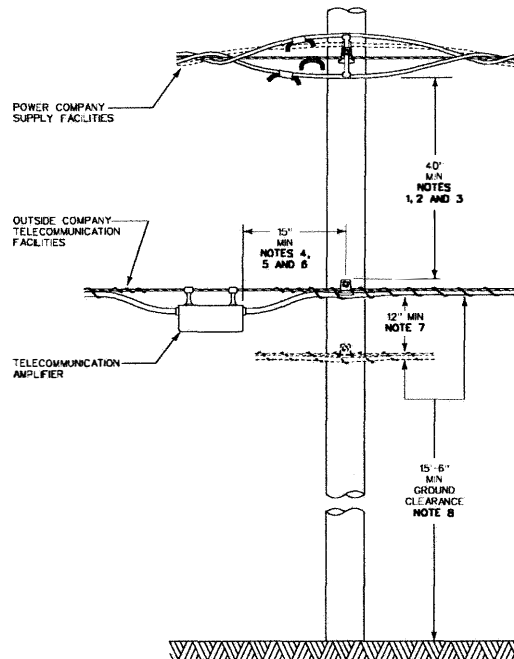
New Total _____

Title: _____

Routing Instructions:

- (1) The party preparing this application will send two copies to Osceola Power & Light.
- (2) Osceola Power & Light will return one copy acknowledging the removals.

EXHIBIT C – DESIGN AND CLEARANCE



NOTES:

1. TELECOMMUNICATION EQUIPMENT OTHER THAN COMMUNICATION CABLE SHALL NOT BE INSTALLED ON CAPACITOR, TRANSFORMER, REGULATOR, RECLOSER, SECTIONALIZER, OR PRIMARY/SECONDARY RISER POLES.
2. CLEARANCE REQUIRED FROM SUPPLY CIRCUIT CONDUCTORS RATED 8.7 kV OR LESS, GROUNDING EQUIPMENT (E.G. TRANSFORMER CASES) AND ALL-ELECTRIC SELF-SUPPORTED (ADSS) FIBER OPTIC-SUPPLY CABLES. OTHER SUPPLY CIRCUIT CABLES INCLUDE DUPLEX, QUADRUPLER AND NEUTRAL CONDUCTORS. SUPPLY CIRCUIT CONDUCTOR CLEARANCES INCREASES IF SUPPLY CONDUCTORS ARE MORE THAN 8.7 kV. REFER TO NATIONAL ELECTRIC SAFETY CODE (NEC) TABLE 235-5, FOR SAG CLEARANCE REQUIREMENTS. REFER TO RULE 235C2b(1)(c).
3. FOR CLEARANCES FROM STREET LIGHTING BRACKETS, REFER TO D.S. 702.
4. SUPPLY SERVICE CONDUCTOR ATTACHED DIRECTLY TO THE POLE SHALL MAINTAIN A MINIMUM OF 40 INCHES CLEARANCE TO METAL OBJECTS OF TELECOMMUNICATION EQUIPMENT. TABLE 238-1 OF NESC.
5. ATTACHMENTS OF ALL COMMUNICATION TYPE FACILITIES TO BE ON THE SAME SIDE OF POLE. CATV SERVICES TO BE TAKEN OFF CATV CABLE AND MESSENGER, AND NOT AT POLE. PROVIDE 30 INCHES HORIZONTAL CLIMBING SPACE THROUGH ATTACHED EQUIPMENT.
6. TELECOMMUNICATION ATTACHMENTS AND ASSOCIATED EQUIPMENT, SUCH AS AMPLIFIERS, SHALL BE INSTALLED IN A MANNER SATISFACTORY AS SO NOT TO INTERFERE WITH THE PRESENT OR ANY FUTURE USE WHICH COMPANY MAY DESIRE TO MAKE OF ITS POLES. NO STANDBY POWER SUPPLY EQUIPMENT SHALL BE PERMITTED TO BE ATTACHED TO COMPANY POLES.
7. THE MINIMUM SPACING BETWEEN TELECOMMUNICATION POLE ATTACHMENTS FOR CONSTRUCTION/MAINTENANCE.
8. DIMENSION SHOWN IS A MINIMUM SAG CLEARANCE ABOVE GROUND FOR INSULATED TELECOMMUNICATION CONDUCTORS AND CABLE UNDER NESC ZONE CONDITIONS. POLE ATTACHMENT LOCATION MAY BE AT A DIFFERENT HEIGHT, REFER TO RULE 232 AND TABLE 232-1 OF THE NESC FOR REQUIREMENTS TO DETERMINE THE PROPER POLE ATTACHMENT HEIGHT.

CLEARANCES FOR JOINT USE TELECOMMUNICATION EQUIPMENT AND CABLES

EXHIBIT D - FEES, CHARGES AND RENTS

Effective Date: _____

Preparation Fee (non-refundable)	\$3,000 one-time fee for first time application In a Licensor's legal entity
Pole Attachment Rental Rate with	Invoice for 2022 \$9.00 See Article 17
	Invoice for 2023 \$10.00
	Invoice for 2024 \$11.00
	Invoice for 2025 \$12.00
	Invoice for 2026 \$12.00
Up Front Engineering Pole Survey Fees	\$20.00 per application for processing \$10.00 per pole for engineering \$10.00 per pole for cost estimate (if required)
Periodic Inspection Fee	Cost including reasonable overhead (not to exceed 25%)
Rental Fee for Unauthorized Attachment	\$30.00 per pole per year since last inventory or date of contract whichever is the most recent.
Transfer of Attachments from old facility to new facility for non-severed cable	\$35.00 for accessible pole \$69.00 for inaccessible pole
Right of Way Maintenance	Included in Pole Attachment Rate at Licensor's expense.
Restoration of service if cable not damaged	At Licensee's expense
Rearrangement of Facilities consisting of one secondary and one service Make Ready on a non-replacement pole. Cost for any additional services on a pole or a pole replacement cost will be the Licensor's estimated cost.	\$100.00 per accessible pole \$200.00 per non-accessible pole
Licensee's rate for Licensor return trip to job site for Licensor crew to remove a pole being replaced which was originally left at the job site because of Licensee's attachments being removed.	\$60.00 per pole
Removal of Licensee Facilities	Estimated reasonable cost for the specific facilities to be removed.

NOTE: The fees and charges identified in this Exhibit D are uniformly imposed on all attaching entities and intended to generally recover costs incurred by Licensor in administering and managing attachments. Except for the Pole

Attachment Rental Rate, the fees and charges may be hereafter modified as required to adequately recover costs incurred by Licensor to accommodate attaching entities.

Revised Economic Development Discount Rider (EDDR) Documents - Grocery Store

From: Jason Carter ([REDACTED])

To: sallylongowilson@yahoo.com; burnett_law@yahoo.com

Date: Friday, August 12, 2022 at 04:03 PM CDT

I've attached revised documents for the grocery store project.

1. First, the parties (city and grocery store) would need to agree to the terms in the attached Economic Development Discount Rider Contract.
2. Second, the City Council would need to adopt the economic development discount rider in the attached ordinance. This includes a repeal of the previous grocery store rate ordinance.
3. Third, the City Council would need to adopt the attached resolution approving the Economic Development Discount Rider Contract. This resolution uses the language from the original grocery store rate ordinance to justify why the city should approve the contract.

Please let me know if you have any questions.

Have a great weekend,

Jason



Economic Development Discount Rider Approval Resolution.docx

19.1kB



Economic Development Discount Rider Ordinance.docx

28kB



Economic Development Discount Rider Contract.docx

25.5kB

**Economic Development Discount Rider (EDDR)
Contract**

In consideration of the agreement of _____ (“Customer”) to utilize municipal electric services in support of an economic development project service at _____ (“Service Location”), the City of Osceola, Arkansas agrees to apply the terms of its Economic Development Discount Rider (“EDDR”) tariff on file with the Osceola City Clerk and approved by the Osceola City Council, to such service, so long as Customer qualifies for the application of the EDDR pursuant to its terms and the terms of this contract. A copy of the EDDR is attached hereto and incorporated herein by reference.

This EDDR Contract is not effective until approved by the Osceola City Council and, unless terminated earlier, will terminate 14 years after so approved. This EDDR Contract is not assignable without the written consent of the Osceola City Council which shall not be unreasonably withheld.

Additional conditions stated below:

1. **Definitions.** The italicized words in subsections a – g below shall have the meanings shown throughout this Contract.
 - a. *City* means the City of Osceola, Arkansas a municipality organized as a city of the first class in Mississippi County, Arkansas.
 - b. *Contract* means this Economic Development Discount Rider Contract.
 - c. *Customer* shall have the meaning assigned in the first paragraph of this Contract.
 - d. *Effective Date* means the first day that Customer operates a Full-Service Grocery Store within the Target Area.
 - e. *Full-Service Grocery Store* means a business that has no less than 15,000 square feet of indoor floor space dedicated to the retail sale a broad variety of food for human consumption, including: fresh produce, meat, bread, dairy, canned and prepackaged foods, beverages, frozen foods, and prepared hot foods. A Full-Service Grocery Store may sell other items and provide other services as allowed by law.
 - f. *Party* shall generically refer to City or Customer, and *Parties* shall refer to both City and Customer.

- g. *Service Location* shall have the meaning assigned in the first paragraph of this Contract.

2. **Term.**

- a. The term of this Contract shall begin on the Effective Date and terminate exactly fourteen years later, provided that, if Customer fails to begin operating a Full-Service Grocery Store at the Service Location during 2023 this Contract shall become null and void.
- b. If approved by resolution of the Osceola City Council, the Parties may extend the term of this Contract.
- c. Unless terminated by City under paragraph 5 below, the Parties will negotiate in good faith to enter another agreement that provides regionally competitively priced electricity after the termination of this Contract.

3. **Economic Development Discount Rider Amount.** Throughout the term of this Contract, City shall reduce the rate paid by Customer for electricity by \$0.0460/kWh.

4. **Customer's Obligations.**

- a. Customer shall open and operate a Full-Service Grocery Store that is located at the Service Location identified above throughout the term of this Contract.
- b. Customer shall not use electricity provided under this Contract for any other purpose than to operate a Full-Service Grocery Store at the Service Location identified above.

5. **Early Termination.** In addition to every other remedy available at law or equity, City may terminate this Contract immediately if Customer: (1) after the Effective Date, fails to operate a Full-Service Grocery Store for a continuous period of ten days or more or for a cumulative period of one hundred days in a year unless such temporary closure is caused by fire, natural disaster or any other damage that would cause a temporary closure; (2) uses electricity provided at the Service Location for any purpose other than the operation of a Full-Service Grocery Store; (3) fails to remit payment for electric utility services within thirty days after billing; or (4) fails to remedy any violation of any City ordinance or rule of general applicability after having received fifteen calendar days' notice of the same unless such remedy requires longer than fifteen calendar days to resolve.

6. **Disputes.** The Parties shall attempt to resolve any dispute arising under this Contract through good faith mediation, with each Party paying its own costs and attorney fees and evenly dividing the costs of an impartial mediator, prior to the filing of any lawsuit. Mediation shall occur in the City of Osceola, Arkansas within ninety days of demand issued by either Party. Upon receiving a demand for mediation, any Party who refuses to mediate, fails to respond, fails to select a mediator from a proposed list of ten or more qualified mediators, or fails to select a date and time for mediation from a list of ten or more dates, shall be in breach of this Contract and liable for all costs related thereto.
7. **FOIA.** The contractor acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA").
8. **Choice of Law and Venue.** The parties hereto agree that this Contract shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in the Circuit Court of Mississippi County, Arkansas.
9. **Non-waiver.** No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.
10. **Merger.** This Contract constitutes the full understanding of the Parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.
11. **Modification.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

12. **Authority.** The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, *provided that*, this Contract shall not be effective until approved by official public action of the Osceola City Council.
13. **Counterpart Execution.** This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.
14. **Filing.** This document shall be filed in the official records of the City Clerk of the City of Osceola, Arkansas. Either Party may additionally file this document in any other governmental office deemed appropriate; however, the Parties waive all claims and defenses in law or equity based upon such additional filing.

CUSTOMER

By: _____

Title: _____

Date: _____

CITY OF OSCEOLA, ARKANSAS

By: _____

Title: _____

Date: _____

Date approved by City Council: _____

ORDINANCE NO. 2022 - _____

AN ORDINANCE PROVIDING AN ECONOMIC DEVELOPMENT DISCOUNT RIDER FOR CERTAIN ELECTRIC SERVICE CUSTOMERS, AMENDING ORDINANCE 2015-18, REPEALING ORDINANCE 2022-___; DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, the City of Osceola, Arkansas (“City”) is authorized by Ark. Code § 14-54-704(a)(2) to furnish lights and power to private consumers upon just compensation therefor; and

WHEREAS, the City Council finds that just compensation may include nonmonetary compensation, including compliance with an agreement to advance the economic development interests of the City; and

WHEREAS, the City Council finds that an economic development discount rider that effectively reduces the electric rate paid by customers who adhere to an economic development discount rider contract would be a useful tool in encouraging economic development; and

WHEREAS, the City Council finds that economic development discount riders are commercially reasonable as most public utilities and municipal utilities in Arkansas use utility discounts to incentivize economic development.

NOW, therefore, it is hereby ordained by the City Council of the City of Osceola, Arkansas that:

SECTION 1: The electric rate schedules established by Ordinance No. 2015-18 are hereby amended to add the Economic Development Discount Rider attached hereto as Exhibit A.

SECTION 2: No person may qualify for or receive the benefits of the Economic Development Discount Rider without having executed an Economic Development Discount Rider Contract in a form similar to the document attached hereto as Exhibit B, which may include such conditions as the City deems appropriate to advance the economic development interest of the City, and receiving approval of the same by resolution of the Osceola City Council.

SECTION 3: Severability. The provisions of this ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: Repealer. Ordinance No. 2022-___ establishing a special rate for certain grocery stores is hereby repealed. All ordinances, resolutions, parts of ordinances, and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 5: Emergency Clause. The Osceola City Council hereby finds and determines that: (1) the residents of Osceola are in immediate need of new jobs, additional services, additional goods, and readily available healthy food options, (2) an economic development discount rider will encourage and support the provision of needed jobs, services, goods, and healthy food options for residents, and (3) immediate passage of this ordinance is necessary to protect the health and welfare of the citizens of Osceola and to ensure the proper and orderly growth and development of the City of Osceola, THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Mayor Sally Wilson

Jessica Griffin, City Clerk

**OSCEOLA MUNICIPAL LIGHT & POWER
ELECTRIC RATE SCHEDULE**

ECONOMIC DEVELOPMENT DISCOUNT RIDER

EFFECTIVE DATE: [Enter date approved by City Council]

AVAILABILITY

At any point on Company's existing secondary distribution lines within Company's service area.

APPLICATION

To induce a customer to utilize municipal electric services in support of local economic development. To be eligible, a customer must meet all the following criteria:

1. The customer must take service from the city under small commercial, large commercial, or industrial rate schedules. The application, character of service, rates, minimum charges, cost adjustments, load requirements, and similar matters of the customer's assigned rate shall apply except as modified by the Economic Development Discount Rider ("EDDR").
2. The customer must execute and comply with an EDDR contract for electric service approved by city council having a minimum term of one (1) year following the effective date that the terms of the EDDR become applicable to such service. Noncompliance with the EDDR contract for electric service eliminates eligibility for the EDDR.

CHARACTER OF SERVICE

The customer's character of service is unaffected by the EDDR.

RIDER

The cost of energy consumed by the customer at the specified location in support of approved economic development activities shall be reduced the amount stated within the EDDR contract. Service charges, demand charges, and similar cost adjustments shall be unaffected.

ADDITIONAL CONDITIONS

The EDDR is not applicable to resale, stand-by, auxiliary or supplemental service. Service will be supplied at one delivery point and shall be at one standard voltage. Except as provided herein, all provisions, prices and regulations of the city's standard rate schedule effective at the time service is provided shall apply. EDDR contracts shall be submitted to the Osceola City Council on or about the first regularly scheduled meeting following the date the contract is signed by city representatives. EDDR contracts become effective upon approval by the Osceola City Council.

**Economic Development Discount Rider (EDDR)
Contract**

EXHIBIT B

In consideration of the agreement of _____
 (“Customer”) to utilize municipal electric services in support of an economic development project
 service at _____ (“Service Location”), the City of
 Osceola, Arkansas agrees to apply the terms of its Economic Development Discount Rider
 (“EDDR”) tariff on file with the Osceola City Clerk and approved by the Osceola City Council, to
 such service, so long as Customer qualifies for the application of the EDDR pursuant to its terms
 and the terms of this contract. A copy of the EDDR is attached hereto and incorporated herein by
 reference.

This EDDR Contract is not effective until approved by the Osceola City Council and,
 unless terminated earlier, will terminate **14** years after so approved. This EDDR Contract is not
 assignable without the written consent of the Osceola City Council.

Additional conditions stated below:

[Complete based on project and city’s economic development goals.]

CUSTOMER

By: _____

Title: _____

Date: _____

CITY OF OSCEOLA, ARKANSAS

By: _____

Title: _____

Date: _____

Date approved by City Council: _____

RESOLUTION NO. 2022 - _____

**A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT
DISCOUNT RIDER CONTRACT, AND FOR OTHER PURPOSES**

WHEREAS, the U. S. Department of Agriculture defines an area of Low Income and Low Supermarket Access as a Food Desert because of the poverty level and scarcity of grocery services within one mile of housing units in the tract; and

WHEREAS, according to the federal census, the City of Osceola, Arkansas (“City”) has two distinct tracts divided East to West by Ermen Lane, with those citizens living east of Ermen Lane were found have a poverty rate of 43%. That census tract number is 050930110-00. The poverty rate of residents living on the west side was about 23%; and

WHEREAS, the US Department of Agriculture in its USDA Census Atlas Food Desert map declares the eastside census tract #050930110-00 as being both Low Income and Low Access (LI-LA) Tract causing such tract to meet the definition of a Food Desert; and

WHEREAS, the City is desirous of attracting business and economic benefits to the City and Mississippi County and recognizes the need for a full-service grocery store within the defined Food Desert area; and

WHEREAS, the City has adopted an Economic Development Discount Rider to encourage economic development within the City, including a full-service grocery store within the defined Food Desert area; and

WHEREAS, the City has negotiated with a customer to open and operate a grocery store within the defined Food Desert Area according to the terms contained in the attached Economic Development Discount Rider Contract in exchange for the benefits described herein; and

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

SECTION 1: Agreement Approved. The Economic Development Discount Rider Contract attached hereto as Exhibit A is approved and the Mayor and City Clerk are hereby authorized to execute the same on behalf of the City.

SECTION 2: Administration of Agreement. The Mayor shall designate a city employee to monitor compliance with the Economic Development Discount Rider Contract approved by this ordinance, transmit such reports to City Council as may be prudent, and report any contractual noncompliance by the customer.

SECTION 3: Severability. The provisions of this resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: Repealer. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

APPROVED:

Mayor Sally Wilson

ATTEST:

Jessica Griffin, City Clerk

Tax Back

RESOLUTION No. _____

RESOLUTION OF THE CITY COUNCIL OF (OSCEOLA) CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF (REMURIATE ARKANSAS LLC) TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15- 4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, (Remuriate Arkansas LLC) located at (2044 E Co Road 876 Osceola, AR) has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, (Remuriate Arkansas LLC) has agreed to furnish the local government all necessary information for compliance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF (COMMUNITY NAME), ARKANSAS, THAT:

1. (Remuriate Arkansas LLC) be endorsed by the City Council of (Osceola) for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to (Remuriate Arkansas LLC).
3. This resolution shall take effect immediately.

Title of head of governing body

Date Passed: _____

Attest: _____
Clerk



Incentive Application

Consolidated Incentive Act of 2003

OFFICE USE ONLY

Project #

Project Manager

Date Received

Incentive Program

Please select which of the following program(s) are applicable to this application:

Job Creation:

☒ **Advantage Arkansas** (Income Tax Credit program)

Investment: (construction, expansion, modernization)

☒ **Tax Back** (Sales and Use Tax Refund program)
For new or expanding businesses with a minimum required investment based on the tier in which the company locates. Tax Back must be combined with a job creation agreement.

Applicant

REMURIATE Arkansas LLC

Complete Company Name Filing for Advantage Arkansas Income Tax Credit

2044 E Co Road 876 Osceola, AR Mississippi County

Physical Location of Project - Street Number/Street/City/State/Zip County

Beth Hahne, HR

815-220-5050

Name and Title of Local Company Contact

Phone Number

bhahne@remuriate.com

www.remuriate.com

Company Contact E-mail Address

Company Website

**Information
for Advantage
Arkansas -
Income Tax
Credit**

Employer's Federal Tax ID Number 88-1947540

Arkansas Income Tax ID Number _____

Ownership of Company (Please check the appropriate box)

☐ Individual

☐ Partnership

☒ LLC

☐ Taxable Corporation
(C Corporation)

☐ Small Business Corporation
(Sub S Corporation)

If ownership of company is Individual, Partnership, LLC or Small Business Corporation, please provide the following information (a separate attachment may be submitted if necessary):

Name(s) of Owner(s)	Percent Ownership	Social Security Number or Federal Tax ID Number
Carus Family Investments	100%	46-1541805
Carus Family Investments		46-1541805
Carus Family Investments		46-1541805
Carus Family Investments		46-1541805

When does your tax year end? 12 31
Month Date

**Information
for Tax Back -
Sales and Use
Tax Refund**

Arkansas Sales and Use Tax ID Number _____

If sales and use tax refund will be issued to an entity other than the applicant, please provide the following information:

REMURIATE Arkansas LLC

Complete Company Name Filing for Tax Back Sales and Use Tax Refund

Same

Relationship to Applicant

122 Marquette St LaSalle, IL 61301

Mailing Address of Company Filing for Tax Back - City/State/Zip

Employment

Present employment: 57

Number of new employees resulting from this project: 32

Average hourly wage of new employees hired for this project: \$ 24

Total annual payroll of new employees hired for this project: \$ 2.3M

NOTE: To qualify for the income tax credits provided by the Advantage Arkansas program, the company must be an eligible business and meet the minimum payroll requirements for the Tier (county) in which the project is located. The Tier Map is available online at www.ArkansasEDC.com.

NAICS Classification Code

325180

Acid Regeneration

Description of principal business activity, products manufactured, etc.

If the applicant is a computer-related company, office sector business, motion picture company or a scientific and technical services business, 51% of the applicant's sales revenue must be derived from out of state.

If the applicant is a distribution center, 75% of their sales revenue must come from out-of-state customers.

What percentage of the applicant's sales is derived from out of state? _____%

NOTE: Information contained in this application is subject to audit by the Arkansas Department of Finance and Administration. If any of the above information is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits and may be required to repay any benefits received, plus penalty.

Consultant Information (If Applicable)

Beth A Hahne

815-220-5050

Name of Consultant filing this application

Phone Number

Consultant Firm Name

122 Marquette St

LaSalle, IL 61301

Mailing Address

City/ State/ Zip

bhahne@remuriate.com

Consultant E-mail Address

Project Plan

Please indicate the activity planned by the company associated with this application.

(Check all that apply)

☒ New Construction ☐ Expansion of existing business ☐ Modernization

Estimated Start Date of Project: 7/1/22 Estimated Completion Date of Project: 3/1/2024

Project Description:

Constructing & Operating an Acid Regeneration Plant for the steel industry.

Project Cost Estimates:

Land:	Description:	The project site is located at the northwest intersection of State Route 119 and S. County Road 623 near Osceola, Arkansas. approximately 7-8 acres	0
			\$
	Land Total:		\$0
Building:	New construction:	Building 32134 sq ft secondary 5207 sq ft cost for building would minimal since it is steel building	\$
	Expansion or Purchase of existing facility:		\$
			\$
			Building Total: \$
			New Square Footage: 37711
Machinery and Equipment:	Description:	spent pickle liquor tank farms that will regenerate acid through a chemical process and sent back to steel mill and it will create by-product that will be milled and packaged	\$
			\$
	Machinery & Equipment Total:		\$
Total Estimated Project Cost:		\$ as of 8/5/22 \$103,000,000	

Certification

The undersigned authority, Paul Carus acknowledges that he/she is
Company Official (Printed Name)
the owner or authorized official of the applicant company that has the authority to act on behalf of
the applicant.

This affidavit is made for the specific purpose of verifying that the information contained in this application is true and correct. The applicant acknowledges that only those eligible project costs incurred and/or employees hired after the date this application is received by the Commission will be considered for refund or credit. The Advantage Arkansas program requires a separate financial incentive agreement, signed by the applicant company and the Commission, before hiring any new, full-time, permanent employees. **The applicant company does hereby agree to report new job creation and investment figures annually to the Arkansas Department of Finance and Administration for the term of the incentive agreement and to the Arkansas Economic Development Commission upon request.**

President and CEO

Signature of Company Official

Title

Date

Contract Disclosure

Any individual contracting with the State of Arkansas must make full disclosure if he or she is a current or former: member of the General Assembly, Constitutional Officer, Board or Commission member, State employee, or the spouse or immediate family member of any of the persons described herein; or if such persons having any position of control or any ownership interest of ten percent (10%) or greater in the entity currently applying to contract with the State. Please indicate if this disclosure is required for this application. Failure to disclose such information is a criminal offense and shall render any contract with the State of Arkansas null and void.

Disclosure Required?: ☐ Yes or ☒ No

Press Release Disclosure

I ☐ do ☐ do not authorize the Arkansas Economic Development Commission to release to the press the new job creation and investment figures.

(Signing this authorization to release job creation and investment numbers is not mandatory. However, information about benefits received is public information and may be obtained through a Freedom of Information request filed with the Arkansas Department of Finance and Administration.)

Signature of Company Official

Title

Date

If you have questions about the incentive programs included in this application, please call the Arkansas Economic Development Commission at 501-682-7675 or visit the Commission's website at www.ArkansasEDC.com.

Submit this application to:
Business Development Division
Arkansas Economic Development Commission
1 Commerce Way, Suite 601
Little Rock, AR 72202

AEDC APPROVAL

The Commission's approval of this application is based upon its content. The eligibility provisions of the individual incentive programs will be administered by the Arkansas Department of Finance and Administration upon audit at a later date.

Signature of AEDC Incentives Manager

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

SPECIAL MEETING

August 22, 2022

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 August 22, 2022.

Officers present: Sally Wilson, Mayor
Jessica Griffin, City Clerk/Treasurer
David Burnett, City Attorney

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

Mayor Wilson called meeting to order.

Jessica Griffin called roll and all Council Members were present.

The ordinance pertaining to the new grocery store was introduced and reads as follows:

Revised Economic Development Discount Rider (EDDR) Documents - Grocery Store

From: Jason Carter ([REDACTED])

To: sallylongowilson@yahoo.com; burnett_law@yahoo.com

Date: Friday, August 12, 2022 at 04:03 PM CDT

I've attached revised documents for the grocery store project.

1. First, the parties (city and grocery store) would need to agree to the terms in the attached Economic Development Discount Rider Contract.
2. Second, the City Council would need to adopt the economic development discount rider in the attached ordinance. This includes a repeal of the previous grocery store rate ordinance.
3. Third, the City Council would need to adopt the attached resolution approving the Economic Development Discount Rider Contract. This resolution uses the language from the original grocery store rate ordinance to justify why the city should approve the contract.

Please let me know if you have any questions.

Have a great weekend,

Jason



Economic Development Discount Rider Approval Resolution.docx
19.1kB



Economic Development Discount Rider Ordinance.docx
28kB



Economic Development Discount Rider Contract.docx
25.5kB

Electric bill calculations for prospective grocery store

From: sallylongowilson@yahoo.com (sallylongowilson@yahoo.com)

To: burnett_law@yahoo.com; jason@carterlaw.us

Cc: dtpierce3635@gmail.com

Date: Monday, August 22, 2022 at 11:38 AM CDT

Council, The attorneys released this information.

The prospective grocery store owners indicated that they will use 110,000 kWh per month if they locate in the former Food Giant building. They have agreed to an economic development discount rider of **\$0.041 per kWh**.

REVENUE SIDE

OMLP monthly revenues will be

\$1,000 monthly base charge

\$0.01263 for the first 50,000 kWh, subtotaling \$6,315

\$0.01160 after 50,000 kWh, subtotaling \$6,960

$\$1,000 + \$6,315 + \$6,960 = \$14,275$ monthly subtotal revenue

But reduce this amount by the \$0.041 discount rider, for \$4,510

$\$14,275 - \$4,510 = \mathbf{\$9,765}$ monthly revenue payment from the store

This leaves the **monthly revenue total to be \$9,765**

COST SIDE

Our monthly electric costs for 110,000 kWh will be

\$0.07322 per kWh for the rate charges* for MCEC, AECC, ISES & MPUA, subtotaling \$8,054.20

\$0.0155 per kWh for our OMLP distribution expense* rate, subtotaling \$1,705

$\$8,054.20 + \$1,705 = \mathbf{\$9,759.20}$ total monthly cost for OMLP

revenue minus costs, $\$9,765 - \$9,759.20 = \$5.80$, leaving a **positive surplus***.

*Please note that these rates/costs take into consideration the least beneficial cases for OMLP, so OMLP should result in a better surplus.

Please note that Osceola will receive all of the local sales tax collected.

ORDINANCE NO. 2022 - _____

AN ORDINANCE PROVIDING AN ECONOMIC DEVELOPMENT DISCOUNT RIDER FOR CERTAIN ELECTRIC SERVICE CUSTOMERS, AMENDING ORDINANCE 2015-18, REPEALING ORDINANCE 2022-___; DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, the City of Osceola, Arkansas (“City”) is authorized by Ark. Code § 14-54-704(a)(2) to furnish lights and power to private consumers upon just compensation therefor; and

WHEREAS, the City Council finds that just compensation may include nonmonetary compensation, including compliance with an agreement to advance the economic development interests of the City; and

WHEREAS, the City Council finds that an economic development discount rider that effectively reduces the electric rate paid by customers who adhere to an economic development discount rider contract would be a useful tool in encouraging economic development; and

WHEREAS, the City Council finds that economic development discount riders are commercially reasonable as most public utilities and municipal utilities in Arkansas use utility discounts to incentivize economic development.

NOW, therefore, it is hereby ordained by the City Council of the City of Osceola, Arkansas that:

SECTION 1: The electric rate schedules established by Ordinance No. 2015-18 are hereby amended to add the Economic Development Discount Rider attached hereto as Exhibit A.

SECTION 2: No person may qualify for or receive the benefits of the Economic Development Discount Rider without having executed an Economic Development Discount Rider Contract in a form similar to the document attached hereto as Exhibit B, which may include such conditions as the City deems appropriate to advance the economic development interest of the City, and receiving approval of the same by resolution of the Osceola City Council.

SECTION 3: Severability. The provisions of this ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: Repealer. Ordinance No. 2022-___ establishing a special rate for certain grocery stores is hereby repealed. All ordinances, resolutions, parts of ordinances, and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 5: Emergency Clause. The Osceola City Council hereby finds and determines that: (1) the residents of Osceola are in immediate need of new jobs, additional services, additional goods, and readily available healthy food options, (2) an economic development discount rider will encourage and support the provision of needed jobs, services, goods, and healthy food options for residents, and (3) immediate passage of this ordinance is necessary to protect the health and welfare of the citizens of Osceola and to ensure the proper and orderly growth and development of the City of Osceola, THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Mayor Sally Wilson

Jessica Griffin, City Clerk

**OSCEOLA MUNICIPAL LIGHT & POWER
ELECTRIC RATE SCHEDULE**

ECONOMIC DEVELOPMENT DISCOUNT RIDER

EFFECTIVE DATE: [Enter date approved by City Council]

AVAILABILITY

At any point on Company's existing secondary distribution lines within Company's service area.

APPLICATION

To induce a customer to utilize municipal electric services in support of local economic development. To be eligible, a customer must meet all the following criteria:

1. The customer must take service from the city under small commercial, large commercial, or industrial rate schedules. The application, character of service, rates, minimum charges, cost adjustments, load requirements, and similar matters of the customer's assigned rate shall apply except as modified by the Economic Development Discount Rider ("EDDR").
2. The customer must execute and comply with an EDDR contract for electric service approved by city council having a minimum term of one (1) year following the effective date that the terms of the EDDR become applicable to such service. Noncompliance with the EDDR contract for electric service eliminates eligibility for the EDDR.

CHARACTER OF SERVICE

The customer's character of service is unaffected by the EDDR.

RIDER

The cost of energy consumed by the customer at the specified location in support of approved economic development activities shall be reduced the amount stated within the EDDR contract. Service charges, demand charges, and similar cost adjustments shall be unaffected.

ADDITIONAL CONDITIONS

The EDDR is not applicable to resale, stand-by, auxiliary or supplemental service. Service will be supplied at one delivery point and shall be at one standard voltage. Except as provided herein, all provisions, prices and regulations of the city's standard rate schedule effective at the time service is provided shall apply. EDDR contracts shall be submitted to the Osceola City Council on or about the first regularly scheduled meeting following the date the contract is signed by city representatives. EDDR contracts become effective upon approval by the Osceola City Council.

**Economic Development Discount Rider (EDDR)
Contract**

EXHIBIT B

In consideration of the agreement of _____
("Customer") to utilize municipal electric services in support of an economic development project
service at _____ ("Service Location"), the City of
Osceola, Arkansas agrees to apply the terms of its Economic Development Discount Rider
("EDDR") tariff on file with the Osceola City Clerk and approved by the Osceola City Council, to
such service, so long as Customer qualifies for the application of the EDDR pursuant to its terms
and the terms of this contract. A copy of the EDDR is attached hereto and incorporated herein by
reference.

This EDDR Contract is not effective until approved by the Osceola City Council and,
unless terminated earlier, will terminate **14** years after so approved. This EDDR Contract is not
assignable without the written consent of the Osceola City Council.

Additional conditions stated below:

[Complete based on project and city's economic development goals.]

CUSTOMER

By: _____

Title: _____

Date: _____

CITY OF OSCEOLA, ARKANSAS

By: _____

Title: _____

Date: _____

Date approved by City Council: _____

Economic Development Discount Rider (EDDR) Contract

In consideration of the agreement of _____ (“Customer”) to utilize municipal electric services in support of an economic development project service at _____ (“Service Location”), the City of Osceola, Arkansas agrees to apply the terms of its Economic Development Discount Rider (“EDDR”) tariff on file with the Osceola City Clerk and approved by the Osceola City Council, to such service, so long as Customer qualifies for the application of the EDDR pursuant to its terms and the terms of this contract. A copy of the EDDR is attached hereto and incorporated herein by reference.

This EDDR Contract is not effective until approved by the Osceola City Council and, unless terminated earlier, will terminate **14** years after so approved. This EDDR Contract is not assignable without the written consent of the Osceola City Council which shall not be unreasonably withheld.

Additional conditions stated below:

1. **Definitions.** The italicized words in subsections a – g below shall have the meanings shown throughout this Contract.
 - a. *City* means the City of Osceola, Arkansas a municipality organized as a city of the first class in Mississippi County, Arkansas.
 - b. *Contract* means this Economic Development Discount Rider Contract.
 - c. *Customer* shall have the meaning assigned in the first paragraph of this Contract.
 - d. *Effective Date* means the first day that Customer operates a Full-Service Grocery Store within the Target Area.
 - e. *Full-Service Grocery Store* means a business that has no less than 15,000 square feet of indoor floor space dedicated to the retail sale a broad variety of food for human consumption, including: fresh produce, meat, bread, dairy, canned and prepackaged foods, beverages, frozen foods, ^{deli} and prepared hot foods. A Full-Service Grocery Store may sell other items and provide other services as allowed by law.
 - f. *Party* shall generically refer to City or Customer, and *Parties* shall refer to both City and Customer.

- g. *Service Location* shall have the meaning assigned in the first paragraph of this Contract.

2. **Term.**

- a. The term of this Contract shall begin on the Effective Date and terminate exactly fourteen years later, provided that, if Customer fails to begin operating a Full-Service Grocery Store at the Service Location during 2023 this Contract shall become null and void.
- b. If approved by resolution of the Osceola City Council, the Parties may extend the term of this Contract.
- c. Unless terminated by City under paragraph 5 below, the Parties will negotiate in good faith to enter another agreement that provides regionally competitively priced electricity after the termination of this Contract.

3. **Economic Development Discount Rider Amount.** Throughout the term of this Contract, City shall reduce the rate paid by Customer for electricity by \$0.0460/kWh.

4. **Customer's Obligations.**

- a. Customer shall open and operate a Full-Service Grocery Store that is located at the Service Location identified above throughout the term of this Contract.
- b. Customer shall not use electricity provided under this Contract for any other purpose than to operate a Full-Service Grocery Store at the Service Location identified above.

5. **Early Termination.** In addition to every other remedy available at law or equity, City may terminate this Contract immediately if Customer: (1) after the Effective Date, fails to operate a Full-Service Grocery Store for a continuous period of ten days or more or for a cumulative period of one hundred days in a year ~~unless such temporary closure is caused by fire, natural disaster or any other damage that would cause a temporary closure~~ provided that, a temporary closure not exceeding 120 days to perform repairs caused by natural or man-made disaster shall not be the basis of termination, but will result in temporary suspension of the ED rider until reopening or by a store remodeling that would cause a temporary closure; (2) uses electricity provided at the Service Location for any purpose other than the operation of a Full-Service Grocery Store; (3) fails to remit payment for electric utility services within thirty days after billing; or (4) fails to remedy any violation

of any City ordinance or rule of general applicability after having received fifteen calendar days' written notice of the same *unless such remedy requires longer than fifteen calendar days and extension has been approved by code enforcement*

6. **Disputes.** The Parties shall attempt to resolve any dispute arising under this Contract through good faith mediation, with each Party paying its own costs and attorney fees and evenly dividing the costs of an impartial mediator, prior to the filing of any lawsuit. Mediation shall occur in the City of Osceola, Arkansas within ninety days of demand issued by either Party. Upon receiving a demand for mediation, any Party who refuses to mediate, fails to respond, fails to select a mediator from a proposed list of ten or more qualified mediators, or fails to select a date and time for mediation from a list of ten or more dates, shall be in breach of this Contract and liable for all costs related thereto.
7. **FOIA.** The contractor acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA").
8. **Choice of Law and Venue.** The parties hereto agree that this Contract shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in the Circuit Court of Mississippi County, Arkansas.
9. **Non-waiver.** No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.
10. **Merger.** This Contract constitutes the full understanding of the Parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.
11. **Modification.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be

bound, and no modification shall be affected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

12. **Authority.** The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, *provided that*, this Contract shall not be effective until approved by official public action of the Osceola City Council.
13. **Counterpart Execution.** This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.
14. **Filing.** This document shall be filed in the official records of the City Clerk of the City of Osceola, Arkansas. Either Party may additionally file this document in any other governmental office deemed appropriate; however, the Parties waive all claims and defenses in law or equity based upon such additional filing.

CUSTOMER

By: _____

Title: _____

Date: _____

CITY OF OSCEOLA, ARKANSAS

By: _____

Title: _____

Date: _____

Date approved by City Council: _____

RESOLUTION NO. 2022 - _____

**A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT
DISCOUNT RIDER CONTRACT, AND FOR OTHER PURPOSES**

WHEREAS, the U. S. Department of Agriculture defines an area of Low Income and Low Supermarket Access as a Food Desert because of the poverty level and scarcity of grocery services within one mile of housing units in the tract; and

WHEREAS, according to the federal census, the City of Osceola, Arkansas ("City") has two distinct tracts divided East to West by Ermen Lane, with those citizens living east of Ermen Lane were found have a poverty rate of 43%. That census tract number is 050930110-00. The poverty rate of residents living on the west side was about 23%; and

WHEREAS, the US Department of Agriculture in its USDA Census Atlas Food Desert map declares the eastside census tract #050930110-00 as being both Low Income and Low Access (LI-LA) Tract causing such tract to meet the definition of a Food Desert; and

WHEREAS, the City is desirous of attracting business and economic benefits to the City and Mississippi County and recognizes the need for a full-service grocery store within the defined Food Desert area; and

WHEREAS, the City has adopted an Economic Development Discount Rider to encourage economic development within the City, including a full-service grocery store within the defined Food Desert area; and

WHEREAS, the City has negotiated with a customer to open and operate a grocery store within the defined Food Desert Area according to the terms contained in the attached Economic Development Discount Rider Contract in exchange for the benefits described herein; and

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

SECTION 1: Agreement Approved. The Economic Development Discount Rider Contract attached hereto as Exhibit A is approved and the Mayor and City Clerk are hereby authorized to execute the same on behalf of the City.

SECTION 2: Administration of Agreement. The Mayor shall designate a city employee to monitor compliance with the Economic Development Discount Rider Contract approved by this ordinance, transmit such reports to City Council as may be prudent, and report any contractual noncompliance by the customer.

SECTION 3: Severability. The provisions of this resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: Repealer. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

APPROVED: _____

Mayor Sally Wilson

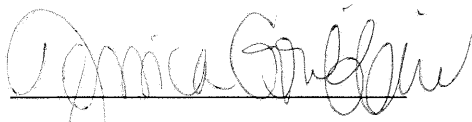
ATTEST: _____

Jessica Griffin, City Clerk

The Contract pertaining to the grocery store was discussed. Motion was made by Gary Cooper and seconded by Tyler Dunegan to approve, but to correct the rider regarding the kil/hr.

No motion was regarding the Ordinance. Instead, Linda Watson made a motion to table it to be discussed at another Special Meeting. Motion was seconded by Sandra Brand. All Council Members were in favor, except Gary Cooper who voted no.

Sally Wilson, Mayor


Jessica Griffin, City Clerk/Treasurer

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

SPECIAL MEETING

August 29, 2022

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 August 29, 2022.

Officers present: Sally Wilson, Mayor
 Jessica Griffin, City Clerk/Treasurer
 David Burnett, City Attorney

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

Mayor Wilson called meeting to order.

Jessica Griffin called roll and all Council Members were present, except Sandra Brand and Stan Williams who were absent.

Two people from the potential grocery store spoke to the Council.

Revised Economic Development Discount Rider (EDDR) Documents - Grocery Store

From: Jason Carter (jason.carter@cityofchicago.gov)

To: sallylongowilson@yahoo.com; burnett_law@yahoo.com

Date: Friday, August 12, 2022 at 04:03 PM CDT

I've attached revised documents for the grocery store project.

1. First, the parties (city and grocery store) would need to agree to the terms in the attached Economic Development Discount Rider Contract.
2. Second, the City Council would need to adopt the economic development discount rider in the attached ordinance. This includes a repeal of the previous grocery store rate ordinance.
3. Third, the City Council would need to adopt the attached resolution approving the Economic Development Discount Rider Contract. This resolution uses the language from the original grocery store rate ordinance to justify why the city should approve the contract.

Please let me know if you have any questions.

Have a great weekend,

Jason



Economic Development Discount Rider Approval Resolution.docx

19.1kB



Economic Development Discount Rider Ordinance.docx

28kB



Economic Development Discount Rider Contract.docx

25.5kB

Economic Development Discount Rider (EDDR) Contract

In consideration of the agreement of _____ (“Customer”) to utilize municipal electric services in support of an economic development project service at _____ (“Service Location”), the City of Osceola, Arkansas agrees to apply the terms of its Economic Development Discount Rider (“EDDR”) tariff on file with the Osceola City Clerk and approved by the Osceola City Council, to such service, so long as Customer qualifies for the application of the EDDR pursuant to its terms and the terms of this contract. A copy of the EDDR is attached hereto and incorporated herein by reference.

This EDDR Contract is not effective until approved by the Osceola City Council and, unless terminated earlier, will terminate **14** years after so approved. This EDDR Contract is not assignable without the written consent of the Osceola City Council which shall not be unreasonably withheld.

Additional conditions stated below:

1. Definitions. The italicized words in subsections a – g below shall have the meanings shown throughout this Contract.

- a. *City* means the City of Osceola, Arkansas a municipality organized as a city of the first class in Mississippi County, Arkansas.
- b. *Contract* means this Economic Development Discount Rider Contract.
- c. *Customer* shall have the meaning assigned in the first paragraph of this Contract.
- d. *Effective Date* means the first day that Customer operates a Full-Service Grocery Store within the Target Area.
- e. *Full-Service Grocery Store* means a business that has no less than 15,000 square feet of indoor floor space dedicated to the retail sale a broad variety of food for human consumption, including: fresh produce, ^{fresh} meat, bread, dairy, canned and prepackaged foods, beverages, frozen foods, ^{deli,} and prepared hot foods. A Full-Service Grocery Store may sell other items and provide other services as allowed by law.
- f. *Party* shall generically refer to City or Customer, and *Parties* shall refer to both City and Customer.

- g. *Service Location* shall have the meaning assigned in the first paragraph of this Contract.

2. Term.

- a. The term of this Contract shall begin on the Effective Date and terminate exactly fourteen years later, provided that, if Customer fails to begin operating a Full-Service Grocery Store at the Service Location during 2023 this Contract shall become null and void.
- b. If approved by resolution of the Osceola City Council, the Parties may extend the term of this Contract.
- c. Unless terminated by City under paragraph 5 below, the Parties will negotiate in good faith to enter another agreement that provides regionally competitively priced electricity after the termination of this Contract.

- 3. Economic Development Discount Rider Amount.** Throughout the term of this Contract, City shall reduce the rate paid by Customer for electricity by ~~\$0.0460~~^{\$0.0416}/kWh.

4. Customer's Obligations.

- a. Customer shall open and operate a Full-Service Grocery Store that is located at the Service Location identified above throughout the term of this Contract.
- b. Customer shall not use electricity provided under this Contract for any other purpose than to operate a Full-Service Grocery Store at the Service Location identified above.

- 5. Early Termination.** In addition to every other remedy available at law or equity, City may terminate this Contract immediately if Customer: (1) after the Effective Date, fails to operate a Full-Service Grocery Store for a continuous period of ten days or more or for a cumulative period of one hundred days in a year ~~unless such temporary closure is caused by fire, natural disaster or any other damage that would cause a temporary closure~~ provided that, a temporary closure not exceeding 120 days to perform repairs caused by natural or man-made disaster shall not be the basis of termination, but will result in temporary suspension of the ED rider until reopening or by a store remodeling that would cause a temporary closure; (2) uses electricity provided at the Service Location for any purpose other than the operation of a Full-Service Grocery Store; (3) fails to remit payment for electric utility services within thirty days after billing; or (4) fails to remedy any violation

of any City ordinance or rule of general applicability after having received fifteen calendar days' written notice of the same *unless such remedy requires longer than fifteen calendar days and extension has been approved by code enforcement*

6. **Disputes.** The Parties shall attempt to resolve any dispute arising under this Contract through good faith mediation, with each Party paying its own costs and attorney fees and evenly dividing the costs of an impartial mediator, prior to the filing of any lawsuit. Mediation shall occur in the City of Osceola, Arkansas within ninety days of demand issued by either Party. Upon receiving a demand for mediation, any Party who refuses to mediate, fails to respond, fails to select a mediator from a proposed list of ten or more qualified mediators, or fails to select a date and time for mediation from a list of ten or more dates, shall be in breach of this Contract and liable for all costs related thereto.
7. **FOIA.** The contractor acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA").
8. **Choice of Law and Venue.** The parties hereto agree that this Contract shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in the Circuit Court of Mississippi County, Arkansas.
9. **Non-waiver.** No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.
10. **Merger.** This Contract constitutes the full understanding of the Parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.
11. **Modification.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be

bound, and no modification shall be affected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

12. **Authority.** The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, *provided that*, this Contract shall not be effective until approved by official public action of the Osceola City Council.
13. **Counterpart Execution.** This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.
14. **Filing.** This document shall be filed in the official records of the City Clerk of the City of Osceola, Arkansas. Either Party may additionally file this document in any other governmental office deemed appropriate; however, the Parties waive all claims and defenses in law or equity based upon such additional filing.

CUSTOMER

By: _____

Title: _____

Date: _____

CITY OF OSCEOLA, ARKANSAS

By: _____

Title: _____

Date: _____

Date approved by City Council: _____

ORDINANCE NO. 2022 - _____

AN ORDINANCE PROVIDING AN ECONOMIC DEVELOPMENT DISCOUNT RIDER FOR CERTAIN ELECTRIC SERVICE CUSTOMERS, AMENDING ORDINANCE 2015-18, REPEALING ORDINANCE 2022-___; DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, the City of Osceola, Arkansas (“City”) is authorized by Ark. Code § 14-54-704(a)(2) to furnish lights and power to private consumers upon just compensation therefor; and

WHEREAS, the City Council finds that just compensation may include nonmonetary compensation, including compliance with an agreement to advance the economic development interests of the City; and

WHEREAS, the City Council finds that an economic development discount rider that effectively reduces the electric rate paid by customers who adhere to an economic development discount rider contract would be a useful tool in encouraging economic development; and

WHEREAS, the City Council finds that economic development discount riders are commercially reasonable as most public utilities and municipal utilities in Arkansas use utility discounts to incentivize economic development.

NOW, therefore, it is hereby ordained by the City Council of the City of Osceola, Arkansas that:

SECTION 1: The electric rate schedules established by Ordinance No. 2015-18 are hereby amended to add the Economic Development Discount Rider attached hereto as Exhibit A.

SECTION 2: No person may qualify for or receive the benefits of the Economic Development Discount Rider without having executed an Economic Development Discount Rider Contract in a form similar to the document attached hereto as Exhibit B, which may include such conditions as the City deems appropriate to advance the economic development interest of the City, and receiving approval of the same by resolution of the Osceola City Council.

SECTION 3: Severability. The provisions of this ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: Repealer. Ordinance No. 2022-___ establishing a special rate for certain grocery stores is hereby repealed. All ordinances, resolutions, parts of ordinances, and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 5: Emergency Clause. The Osceola City Council hereby finds and determines that: (1) the residents of Osceola are in immediate need of new jobs, additional services, additional goods, and readily available healthy food options, (2) an economic development discount rider will encourage and support the provision of needed jobs, services, goods, and healthy food options for residents, and (3) immediate passage of this ordinance is necessary to protect the health and welfare of the citizens of Osceola and to ensure the proper and orderly growth and development of the City of Osceola, THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Mayor Sally Wilson

Jessica Griffin, City Clerk

**OSCEOLA MUNICIPAL LIGHT & POWER
ELECTRIC RATE SCHEDULE**

EXHIBIT A

ECONOMIC DEVELOPMENT DISCOUNT RIDER

EFFECTIVE DATE: [Enter date approved by City Council]

AVAILABILITY

At any point on Company's existing secondary distribution lines within Company's service area.

APPLICATION

To induce a customer to utilize municipal electric services in support of local economic development. To be eligible, a customer must meet all the following criteria:

1. The customer must take service from the city under small commercial, large commercial, or industrial rate schedules. The application, character of service, rates, minimum charges, cost adjustments, load requirements, and similar matters of the customer's assigned rate shall apply except as modified by the Economic Development Discount Rider ("EDDR").
2. The customer must execute and comply with an EDDR contract for electric service approved by city council having a minimum term of one (1) year following the effective date that the terms of the EDDR become applicable to such service. Noncompliance with the EDDR contract for electric service eliminates eligibility for the EDDR.

CHARACTER OF SERVICE

The customer's character of service is unaffected by the EDDR.

RIDER

The cost of energy consumed by the customer at the specified location in support of approved economic development activities shall be reduced the amount stated within the EDDR contract. Service charges, demand charges, and similar cost adjustments shall be unaffected.

ADDITIONAL CONDITIONS

The EDDR is not applicable to resale, stand-by, auxiliary or supplemental service. Service will be supplied at one delivery point and shall be at one standard voltage. Except as provided herein, all provisions, prices and regulations of the city's standard rate schedule effective at the time service is provided shall apply. EDDR contracts shall be submitted to the Osceola City Council on or about the first regularly scheduled meeting following the date the contract is signed by city representatives. EDDR contracts become effective upon approval by the Osceola City Council.

**Economic Development Discount Rider (EDDR)
Contract**

EXHIBIT B

In consideration of the agreement of _____
("Customer") to utilize municipal electric services in support of an economic development project
service at _____ ("Service Location"), the City of
Osceola, Arkansas agrees to apply the terms of its Economic Development Discount Rider
("EDDR") tariff on file with the Osceola City Clerk and approved by the Osceola City Council, to
such service, so long as Customer qualifies for the application of the EDDR pursuant to its terms
and the terms of this contract. A copy of the EDDR is attached hereto and incorporated herein by
reference.

This EDDR Contract is not effective until approved by the Osceola City Council and,
unless terminated earlier, will terminate 14 years after so approved. This EDDR Contract is not
assignable without the written consent of the Osceola City Council.

Additional conditions stated below:

[Complete based on project and city's economic development goals.]

CUSTOMER

By: _____

Title: _____

Date: _____

CITY OF OSCEOLA, ARKANSAS

By: _____

Title: _____

Date: _____

Date approved by City Council: _____

RESOLUTION NO. 2022 - _____

**A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT
DISCOUNT RIDER CONTRACT, AND FOR OTHER PURPOSES**

WHEREAS, the U. S. Department of Agriculture defines an area of Low Income and Low Supermarket Access as a Food Desert because of the poverty level and scarcity of grocery services within one mile of housing units in the tract; and

WHEREAS, according to the federal census, the City of Osceola, Arkansas ("City") has two distinct tracts divided East to West by Ermen Lane, with those citizens living east of Ermen Lane were found have a poverty rate of 43%. That census tract number is 050930110-00. The poverty rate of residents living on the west side was about 23%; and

WHEREAS, the US Department of Agriculture in its USDA Census Atlas Food Desert map declares the eastside census tract #050930110-00 as being both Low Income and Low Access (LI-LA) Tract causing such tract to meet the definition of a Food Desert; and

WHEREAS, the City is desirous of attracting business and economic benefits to the City and Mississippi County and recognizes the need for a full-service grocery store within the defined Food Desert area; and

WHEREAS, the City has adopted an Economic Development Discount Rider to encourage economic development within the City, including a full-service grocery store within the defined Food Desert area; and

WHEREAS, the City has negotiated with a customer to open and operate a grocery store within the defined Food Desert Area according to the terms contained in the attached Economic Development Discount Rider Contract in exchange for the benefits described herein; and

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

SECTION 1: Agreement Approved. The Economic Development Discount Rider Contract attached hereto as Exhibit A is approved and the Mayor and City Clerk are hereby authorized to execute the same on behalf of the City.

SECTION 2: Administration of Agreement. The Mayor shall designate a city employee to monitor compliance with the Economic Development Discount Rider Contract approved by this ordinance, transmit such reports to City Council as may be prudent, and report any contractual noncompliance by the customer.

SECTION 3: Severability. The provisions of this resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: Repealer. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

Mayor Sally Wilson

ATTEST: _____

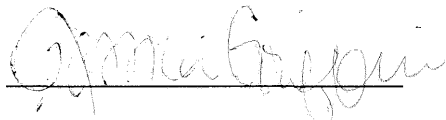
Jessica Griffin, City Clerk

The Contract pertaining to the grocery store was discussed. Motion was made by Gary Cooper and seconded by Tyler Dunegan to approve, but to correct the rider regarding the kil/hr.

No motion was regarding the Ordinance. Instead, Linda Watson made a motion to table it to be discussed at another Special Meeting. Motion was seconded by Sandra Brand. All Council Members were in favor, except Gary Cooper who voted no.

Meeting was adjourned.

Sally Wilson, Mayor

A handwritten signature in cursive script, appearing to read "Jessica Griffin", written over a horizontal line.

Jessica Griffin, City Clerk/Treasurer

<i>Improvement Task Force</i>	<i>Owners</i>	<i>Priority</i>	September 9th, 2022	Citywide Service Plan
		<i>(L/M/H)</i>	<i>(Where the project is currently)</i>	<i>(What is needed to finish or what has caused work stoppage)</i>
Code Enforcement			meets the Thursday prior to Council meeting at 1:15	Staff: Luther, Cody. Council: G Baker, L Watson, T Dunegan
Housing to be Condemned	Cody	H	identifying next round	abatement on Hale
Planning Commission	Cody	L	Meets first Tuesday of quarter at 7	2 new residential housing subdivisions anticipated and 1 apartment comp
mowing and cleanup	Cody		Letters mailed out. Police following up.	If city must mow, lein assessed against property.
new retail building	Cody		Jordan's; electric car dealership; Dominos	2 more gas stations, truck stops; building plans submitted for approval
New housing infill	Cody/Ray	H	USDA or ADFA	Osceola City Council tabled the 523 program in February. May or June renewal.
Boarded up windows	Cody	M	Collecting a list of retail violations - list made	Roughly 20 sent
Nursing Home	Cody	H	406 S. Broadway	\$125k in TPO materials for new roof ordered
Street & Sanitation			meets second Fridays at 9:00	Staff: Steve, Ed. Council: G Cooper, T Dunegan, L Watson
Garbage and debris removal	Steve	H	info in trash bag cards in August	Continuous
Mosquito spraying	Steve	L	add details to utility bills	special spraying Mr Nelson 870-532-9102
Ditches	Steve	H	city, Drainage district and ADOT. Need forestry mulcher	cut at the moment; spray Parkway
old tires	Steve	L	People can take as a business	residents can drop off 4 tires per month at county landfill for free
Equipment	Steve		Forestry Mulcher; non-CDL sweeper; garbage trucks	2 new side loaders not requiring cdl; quotes on mulcher; rear end unit 49
Walgreens intersection upgrade	Sally		Infrastructure grant	Lorie Tutor bringing team in September
Sidewalks, lighting bike trails	Sally		Infrastructure grant	Apply Sep 15th for streets
Parks/Recreation & Animal			meets second Wednesdays at 4:00	Staff: Michael, Dylan, Jane. Council: S Brand, G Cooper, S Williams
Tennis Courts	Ray	M	Outdoor parks grant	Application sent
				Ricky to do plumbing; flat top and kettle coming from state, Jordan's consultant to be there in next 2 weeks when he inspects Jordans; needing to inventor electrical requirements and get prices on breaker boxes, steve looking at feasibility of widening door to install equipment
Rosenwald	Ray	H	Kitchen grant	
				Markers Priced; city needs roughly \$12-1300/marker as our half of the match;p 50 year past and no living people. Photos can be put on 8x10 thin metals.
Rosenwald	MsMcClend	M	Historical marker: Old courthouse, Rebel Club, T99, Son Seals Home	Ray has contacted Arbor Day Foundation. Submissions open September.
Tree City USA	Ray	H	Presented at last Parks meeting and Council	
Arts Council	Robyn Green	L	Starting up at Coston Arts building	
Utilities & Finance			meets second Thursdays at 3:30	Staff: Philip, Timmy, Brandon. Council: L Watson, G Baker, T Dunegan
Water and electric meters	Sally	H	new AMI system/Smart meters	water largely installed; electric awaiting global supply chain
Small Business electrical audit	Sally	H	Negative cost adjustment proposed for all small ones	Needs to be lowered; joint business letter?
Airport/riverport				
Airport progress	Ray	H	New Grant authorized. McClellan visit.	Awaiting grant money for apron and new fuel pump
Riverport	Ray	M		dredging begun; Update due Oct 5th
Police and Fire			meets second Wednesday at 3:00	Staff: Jerry, Peter. Guest: Pafford. Council: S Williams, G Baker, S Brand
SkyCops	Police	H	4 more SkyCops installed	From 0-23 skycops installed in 23 months. Apply for 10 more.
Neighborhood Watch	Police	H		Sep 7th gift presented for more skycops by BRS
Music Heritage Tourism			meets second Wednesday of each month, 11:00	at Chamber
Chamber Report	Megan	M	on going, Our Town Grant due Aug 4th	Chamber website progress
TAP/RTP Grant	Ray	H	Part of Music Heritage Tourism Initiative	2nd part submitted
Main Street Murals	Kristi	M	Mural at stage pocket park	Installed by MusicFest. Reception for Seals family May 20-21
Community Development				
Renew Osceola CDC	Ralph	H	Tax exempt status received in March 2021	Renewed for one year.
Retail Development	Sally		Retail strategies training birmingham	
OCBA	Cody/Michele		Yard of the Month Awarded	YOM awarded to Leslie Rowsey on W. Hale Ave.
Osceola.Org website	Ray/Cody	H		filling out content
Quality of Life				
Bipartisan Infrastructure	Sally		federal grants	National League of Cities conference, Washington DC March 13-15; Street Plan
Local Foods Local Places				
VFW	Prince			25 veterans needed for a post
Grocery store	Sally		1 chain looking	Grocery store benefits being discussed by special meeting; Electric Rider available due to food desert status
Daycare	Stacey		hope to partner with industries. Need for third shift	DENSO sponsorship for 3rd shift; Tamika and pre-school block

Code Enforcement meeting

Thursday, Sept 8, 2022

1:15 pm

City Hall

Presenting: Cody Shreve & Rashad Roberts

- 1) Countywide Clean up – Saturday, Sept 24th
- 2) Village at Plum Point housing development – engineer drawings being delivered for approval. Starting with 50 homes. Follow up with 50 more
- 3) Jordan's Travel stop to open in late October
- 4) Domino Pizza ground work continues on W. Keiser. Considered "site built".
- 5) Planning Commission meets first Tuesday in October at 7:00
- 6) Two hotel developers have presented information to department at City Hall
- 7) Two new truck travel stations planned at 5185 W. Keiser and 3214 S. Hwy 61.
- 8) Code Violations discussed
 - a. 823 Betty Lynn (refrigerator in yard), 810 Northgate (smell in trash bin)
 - b. Notices (residential & commercial); inoperable cars, abandoned homes, tires in yards to pick back up after grass cutting season completed in late Sept.
 - c. Overgrown grass (residential & commercial) violations. Mowing then bill. Request to place liens in September.
 - d. Old Nursing Home. Property is secured and mowed. Owners hired roofing company and \$100,000 in TPO materials have been ordered.
- 9) Demolition, 314 E. Hale completed. \$1,700 in tipping fees
 - a. Properties approved for demolition; 614 N. Pearl, 110 OT Williams. Council postponed action@104 Mill – later burned
 - b. Scheduled for demolition in November when Street dept gets open: 415 W Bard and Oak Street
 - c. Resolutions for Liens from demolitions and grass cuttings to be added to council Resolution in October packet. Rashad will research & prepare
- 10) Home owner demolition & occupant hoarding being researched
- 11) Bank and absent ownership problems; 423 W. Hale & 500 W. Semmes
- 12) General mowing & clean up; rotation schedule including Violet Cemetery.

Utility/Finance meeting

Thursday, Sept 8, 2022

3:30 pm City Hall

City's electricity costs due to our suppliers' fuel adjustments

We continue seeing high fuel adjustments due to the Natural Gas prices & coal supply chain problems, including possible union strikes at BNSF. MCEC fuel adjustment still at \$.02. Evaluate again after September's cycle 3

New Smart meter/AMI system water and electric meters

1. New water meters; Three customers (including W. Washington and Greenbriar have cut the wires on their MTU's . New meters that are intentionally damaged get assessed a \$300 tampering fee
2. 101 AMI electric meters are already in our system (50 at Pine Cottages)
3. 720 electric meters arrive in Nov=\$116,624. 2,040 more next year=\$324,000. \$440,624 reserved in "savings account" to pay these.
4. Electric meter is \$162 each. Water meter with MTU was \$238 per resident. Parts and installation \$115. Total=\$520/resident
5. Purchase customer portal next year after all electric meters are installed.

Timmy Jones reporting

1. 2014 Vac Truck being repaired at Henard Utility in Searcy. Possibly \$20,000 in repairs needed. Need to purchase a new one next year.
2. Phase 3 sewer line extension. 3 quarterly reports have been submitted to EDA by Jeff Morris, EAPDD. Surveying completed last week. McClelland engineers' Adam Trische designing wet well and sizes of pumps needed to transfer to raw lagoons. Installation begins in early spring. Paid for with \$2.8 million EDA/EAA grant & DRA match of \$1,014,000 grant too.
3. ANRC loans – pay down one of them with loan reserves-Michele Allgood
4. Apply for Governor's ARPA funds, due mid-October. Sewer lift station upgrade to forced main to the lagoons. The three pumps were installed in the 1950's. McClelland's will map up & number the upgrade from Tencarva to Gorman Rupp grinder pumps. Costs about \$500,000.
5. CDBGGrants – Ask Adam Trische – Replace Elm St. sewer lines from W. Quinn to Keiser, dual 15" concrete or clay gravity feed (with cross overs). \$300,000 or up to \$1 million if supplying new customers.
6. Need \$9.2 million water plant build-out for additional 3 million gal/day. Or expand aerator & later increase filters. Add a fourth well for backup.

Brandon Haynes reporting

1. Well #4 is producing about half of the flow it should. In 2008, it pumped about 1,205 gpm. In 2017, it pumped about 1,030 gpm. Currently it pumps only 433 gpm. Needs to replace bowl that was new in 1978 and replaced in 1998. The well's bow is 148' deep or "10 sticks". Council approved is \$75,000 plus tax and ordered. Ask county's ARPA committee
2. Village at Plum Point development needs tie into city sewer line - \$100,000 project (T6 pump-\$73,000 & 300 linear ft of 8" pvc or ductile iron line at \$33/ft). Mi Pueblo housing development also needs 900' line. If developers installs water meters, then no city tap fees. Otherwise it would be \$450/water meter. \$160 per 4" sewer line. Ask County to assist with funding.

Philip Adcock reporting

1. Substations
 - a. Osceola North station voltage regulation issue: Begin Sept 26th and take up to four days. Install a new LTC/Load Tap Changer controller delivered mid-July. The substation supervisor found a leaking interrupter that needs replacing when they take the station out of service to replace the LTC controller. The plan is to de-energize the Osceola North substation for 4 days to do this work. Scheduled for the first of October due to higher loads before then October.
 - b. Osceola Industrial station & racoon problems; Main beaker did not trip this month. Past outage caused by raccoons getting on the buss bars that causes an outage for most of our industrial customers and part of our customers on the southeast side of town. Entergy has added riprap along the perimeter of the fencing and plans to install vanquish fencing atop current fence. This work is budgeted in 2023 unless an opportunity to pull it into 2022 arises. Update should install in Oct
 - c. Need to revise rate ordinance to reflex increased base costs.

City's Pole Attachment Rental policy needs updating and rate increased

Jason Carter (AMPA attorney) has edited a draft of the new policy/plans. Presented in August council packet for consideration in September. Osceola's current policy is in Resolution 1980-08 with a rate of \$3 per pole to "Jonesboro Cable". Today's typical prices are from \$9 to \$15 per pole.

Report – Street & Sanitation meeting

Friday, Sept 9, 2022, 9:00 City Hall

Report by Steve Choals and Ed Richardson

Projects completed;

1. Cold patching of potholes continues about 32 hours/week
2. Veterans Parking signs. Installing at OPD and OPAR with C-channel
3. Seminole ditch rotation with drainage district. We sprayed last week & will respray next week.
4. Oakgrove Apts facility engineer, Mr. Mullins, repairing their own lot by a professional paver.

Planned projects;

1. Countywide clean up on Saturday, September 24th
 2. ADOT will clear and grade full length of Keiser Street ditch in September
 3. BNSF:
 - a. replacement of Hwy 61 crossing in scheduled in mid-September
 - b. ditch south of Myron Kelly & use ditch dredge to build berm, use new forestry mulcher
 4. ADOT: bids out on Nov 11th for street overlay
 5. ADOT: along Walnut St. Repaving the north bound lane.
 6. Ditch clearing – use new forestry mulcher next month.
 - a. Carriage ditch, alongside State Farm, OT Williams (& blow out storm boxes), Jacksonville Farms ditch (work with ADOT & Be careful of fiber optic lines - \$20K risk
 7. Riverlawn Circle – repair 2/3 of street=\$200,000. August-clean out holes, place riprap and fill
 8. Cottonwood Corner leveled by county
-
- ✓ Ray Fulmer at Recycling conference – part of Big River Steel group
 - ✓ Ricky will repair truck #25 (leaf & Debris) when axle comes in
 - ✓ County Judge looking for two roll off bins for us. Ask Solid Waste board to reinstitute recycling
 - ✓ Burn permit at Fruit bldg. Landfill cost of \$42.50/ton. Already burned 300 tons
-
- Forestry mulcher with bulldozer blade will clear narrow ditches, shred cut trees and save about \$25,000 landfill tipping fees. Cost = \$136,110. Fund with US Steel grant & USDA RD 35% match
 - Funding: BIL - Culverts (Cherry/Circle, Church of Christ lot, Veasley/RR), Walgreens intersection (upgrade), I-55 (turn ratio & overlay), Country Club Rd (turn lane/lighting), Plantation Rd. culvert. Applying thru ADOT for ByWays grant to upgrade Walgreens intersection and Walnut sidewalks
 - Awarded \$300k Streetscape grant to finish along Johnson plus street light actuated.
 - Street overlay projects – we have 26 miles of city streets. Steve & Louis collected information for engineering concordance matrix. 2022 Budget is \$200,000. Council approved CDBG Resolution

Meeting Notes from OPAR/Golf/Animal Control
Sept 14, 2022 4:00 @ City Hall

Michael Ephlin, OPAR reported

- 1) Fall Sports
 - a. Youth tackle football playing now with over 45 kids, Dr Green assisting
 - b. Flag football and soccer playing Sept 26th thru Oct 25th on Monday & Tuesdays
 - c. Men's softball playing now thru Oct 18th
- 2) Other activities
 - a. TipTapToe practices on Wednesday and Thursday nights
 - b. Splash pad closed for the season. Has been winterized
- 3) Facilities
 - a. Outdoor Parks grant for tennis courts application submitted
 - b. LED Kennemore sign has updated software
 - c. New wrap on Belcher Park sign. Help from Ms. Roseland McClendon & Daneen Belcher with new wording
 - d. Getting estimate for replacement baseball lights, infield turf, scoreboards from Athletic Services Plus. Seek field sponsors & Baseball Tomorrow grant
- 4) Equipment needed
 - a. for fields - New Jacobsen mower coming from China – delivery at end of year
 - b. Ladd's mower – waiting on reels for repair
 - c. Turf cat repaired and in good working order.
- 5) Contacting Game and Fish Commission about repair to boat ramp at San Souci

Jane Stanford, Animal Shelter reported

- 1) Maximum capacity at Shelter, 25 dogs and 11 cats
- 2) Awarded AR Animal Rescue Foundation grant for Community Spay/Neuter – open to community
- 3) Awarded \$1,000 from Giving Tree grant from MCCF for Spay neuter program
- 4) New truck needed but none in stock
- 5) Cruelty charge yesterday – accused is going to court
- 6) Electronic ticketing program to be coordinated with police department

Police/Fire Open Meeting – Sept 14, 2022

3:00 at Osceola City Hall.

- **Osceola Police Department – Chief John Weldon**

- 1) Oct. 4th – National Night Out at Rosenwald Park. Flyers mailed out with utility bills
- 2) Hired 1 new patrolman – going to Academy this month, the new jailer (T. Feken) moved up to officer – going to Academy in January. 2 candidates, one is certified
- 3) Traded old hat cameras for new body cameras. Much better footage & have gunshot detector
- 4) Passed jail standards on August 25th. All non conformances corrected
- 5) Gun mounts locks in patrol cars – firemen have installed 7. Two left to install
- 6) Looking for space to conduct outdoor training
- 7) LESO program going good - \$500/year enrollment. Lease equipment, M16 & vehicles (MRAP) at no charge
- 8) Operation “Blue Wave”, June 3. 70 uniformed officers. Another being planned.
- 9) SkyCops; 10 SkyCops funded by donation from U.S. Steel. Need to step up bandwidth.
- 10) Remember; Prayer meeting every Friday morning at 7:00
- 11) Jail. Working to get 309s back. Need facility improvements, fencing. Courts help with plumbing
- 12) Black Cat mobile radar unit still being used to monitor vehicle speed on streets
- 13) Policy rewrite using AR Chief of Police model – about ½ way done
- 14) 2023 Budget needs: Axon&Evidence.com, Replace all 16 air conditioners (2 per year), plumbing repairs, painting of jail and cells, Improve jail locks, CID scanner & printer, CID crime scene kits, CID clothing allowance, Patrol radar replacements,

- **Osceola Fire Department – Peter Hill**

- 1) 5K Run to benefit the Haven, Oct.8th, Blyth Greyhound Station. Challenge between OPD and OFD
- 2) Need two full time and 4 volunteers.
- 3) BRS/US Steel Community Contribution donation for first responder equipment; AED, Trauma Kits & bullet proof vests (15 each for OPD & OFD), & portable fire extinguishers for patrol cars
- 4) BRS/US Steel Community Contribution donation to fund SCBA for building
- 5) New Fire Marshall program. Inspect building occupancies.
- 6) ISO Rating improved to “2” – one of the best in the state – began in May.
- 7) Set up nonprofit “Osceola Technical Rescue” to help with funding projects – close to completion.
- 8) Assistant to Firefighters’ \$155,400 Grant submitted. Grant would replace all SCBA (self-contained breathing apparatus) units on each truck. Needs a 5% match.
- 9) Need 2,500 gal. tanker-pumper truck. Can trade in and sell the 1986 truck and 1990 truck.
- 10) Need fire rescue boat. Cost \$300K-\$400,000. Research grants via Osceola Port Authority & Coast Guard

Pafford – Charles Stanton

- 1) Run volume for the month: 80 transports, 13 refusals & 25 cancels
- 2) On site at all junior and senior high football games
- 3) Mutual aid agreement with surrounding towns for south end of the county
- 4) Preventative maintenance program

OSCEOLA POLICE DEPARTMENT

Monthly Report for

August-22

**John Weldon
Chief of Police**

**OSCEOLA POLICE DEPARTMENT
GENERAL FUND INCOME
Aug-22**

<u>INCOME</u>	Aug	Year to Date
Automation Fund	\$ (1,356.10)	\$ (11,420.31)
Bail Bond Fees	\$ 240.00	\$2,220.00
Bonds Paid to OMC	\$ 10,170.00	\$56,594.00
Credit Card Fees	\$ 288.00	\$1,592.00
Fines & Cost pd to OMC	\$ 21,383.60	\$186,536.33
Freedom of Information		\$30.00
Interest Earned	\$ 2.09	\$12.37
Miscellaneous		\$50.00
Postage		\$0.00
Rebate		\$76.92
Restitution to OPD		\$0.00
SCC/Civil Services		\$150.00
Unclaimed Restitution		\$0.00
Yard Sales	\$ 40.00	\$175.00
 Sub-Total	 <u>\$30,767.59</u>	 <u>\$236,016.31</u>
 <u>DETENTION FACILITY INCOME:</u>		
Background Checks		\$30.00
Fingerprints	\$ 45.00	\$315.00
Incident Reports	\$ 105.00	\$1,056.00
Jail Board	\$ 12,120.00	\$77,039.28
Misc/Comm balances unclaimed		\$62.70
Vin Inspection	\$ 1,355.00	\$5,180.00
Work Release	\$ 100.00	\$1,990.00
 Sub-Total	 <u>\$13,725.00</u>	 <u>\$85,672.98</u>
 Grand Total	 <u>\$44,492.59</u>	 <u>\$321,689.29</u>

OSCEOLA POLICE DEPARTMENT
BONDS & FINES ACCOUNT
August

Register Ending Balance	\$	13,073.75	
Bonds Payable	\$	13,071.75	
General	\$	2.00	
Deposit Slips & Checks			
Checkbook Balance			<u>13,073.75</u>

TIME PAYMENTS SUMMARY

Accounts Receivable	7/31/2022	\$ 2,173,233.36
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New charges	\$ 32,985.00
Finance charge	\$17,180.00

Appeals	\$	-
Bond Transfer	\$	-
Community Service	\$	1,480.00
Finance Charge Adj.	\$	-
Jail Time Credits	\$	2,565.00
Paid on account	\$	19,757.60
Suspended OMC	\$	2,413.85
Covid Card Credit	\$	70.00
	\$	<u>26,286.45</u>
	\$ 50,165.00	

Accounts Receivable	8/31/2022	\$ <u>2,197,111.91</u>
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Bonds & Fines Aug 2022

Bonds & Fines
9/12/2022

Page 1

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			54,627.04
Checks and Payments	13	Items	-33,477.60
Deposits and Other Credits	61	Items	33,501.65
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			54,651.09

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			54,651.09
Checks and Payments	69	Items	-45,905.29
Deposits and Other Credits	7	Items	4,327.95
Register Balance as of 9/12/2022:			13,073.75
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			13,073.75



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

STATEMENT DATE
08/31/22
ACCOUNT NUMBER
015-407-5

INFOLINE 1-888-797-7711

***** CHECKING ACCOUNT SUMMARY *****
PREVIOUS BALANCE 54,627.04 AVERAGE BALANCE
+ 60 CREDITS 33,499.65 46,993
- 13 DEBITS 33,477.60 YTD INTEREST PAID
- SERVICE CHARGES .00 13.35
+ INTEREST PAID 2.00
ENDING BALANCE 54,651.09

DAYS IN PERIOD

31

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

DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
08/01	48.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/01	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/01	108.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/01	411.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/02	550.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/02	2,920.00	DEPOSIT	
08/03	81.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/03	218.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/04	63.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/04	218.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/04	218.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/05	1,557.00	DEPOSIT	
08/08	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD



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

STATEMENT DATE

08/31/22

ACCOUNT NUMBER

015-407-5

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

DEPOSITS AND OTHER CREDITS

DATE.....	AMOUNT.	TRANSACTION DESCRIPTION	CHK NO/ATM CD
08/08	218.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/08	294.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/08	459.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/09	58.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/10	4,634.00	DEPOSIT	
08/12	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/12	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/12	101.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/12	248.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/12	1,966.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/12	1,460.00	DEPOSIT	
08/15	18.00	ACH CREDIT	
08/15	18.00	ACH CREDIT	
08/15	71.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/15	96.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/15	118.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/15	188.00	ACH CREDIT	
08/15	188.00	ACH CREDIT	
08/15	469.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/15	1,344.45	DEPOSIT	
08/17	134.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/17	926.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/17	1,029.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/17	1,968.00	DEPOSIT	



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

STATEMENT DATE

08/31/22

ACCOUNT NUMBER

015-407-5

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

DEPOSITS AND OTHER CREDITS

DATE.....	AMOUNT.	TRANSACTION DESCRIPTION	CHK NO/ATM CD
08/18	227.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/19	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/19	118.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/19	1,710.00	DEPOSIT	
08/22	166.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/23	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/23	224.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/24	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/24	149.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/24	2,407.95	DEPOSIT	
08/25	18.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/26	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/26	196.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/26	256.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/26	2,366.25	DEPOSIT	
08/29	18.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/29	69.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/29	302.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/29	356.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/29	539.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
08/29	1,432.00	DEPOSIT	



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BancorpSouth

Member FDIC

32/11

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

STATEMENT DATE

08/31/22

ACCOUNT NUMBER

015-407-5

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

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.TRANSACTION DESCRIPTION CHK NO/ATM CD

08/31 18.00 BANKCARD 1187 54971187SD
517530860126945 BTOT DEP CCD

08/31 106.00 BANKCARD 1187 54971187SD
517530860126945 BTOT DEP CCD

08/31 2.00 IOD INTEREST PAID

CHECKS

DATE..CHECK NO.....AMOUNT DATE..CHECK NO.....AMOUNT

08/26 5630* 1,840.02 08/15 5654 64.15

08/26 5640* 1,713.45 08/11 5656* 40.00

08/08 5649* 30.00 08/05 5658* 870.00

08/05 5650 190.00 08/05 5659 50.00

08/03 5652* 24,190.10 08/31 5666* 2,544.00

08/03 5653 1,739.88

OTHER DEBITS

DATE.....AMOUNT.TRANSACTION DESCRIPTION CHK NO/ATM CD

08/15 18.00 ACH CREDIT REVERSAL

08/15 188.00 ACH CREDIT REVERSAL

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

DATE.....BALANCE DATE.....BALANCE DATE.....BALANCE

07/31 54627.04 08/10 39718.06 08/22 52130.36

08/01 55247.04 08/11 39678.06 08/23 52407.36

08/02 58717.04 08/12 43559.06 08/24 55017.31

08/03 33086.06 08/15 45799.36 08/25 55035.31

08/04 33585.06 08/17 49856.36 08/26 54353.09

08/05 34032.06 08/18 50083.36 08/29 57069.09

08/08 35026.06 08/19 51964.36 08/31 54651.09

08/09 35084.06

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

EFF-DATE RATE

EFF-DATE RATE

07-31-22 0.00050000

OSCEOLA POLICE DEPARTMENT ARREST
AUGUST 2022

CHARGE	CURRENT MONTH	YEAR TO DATE
ACT 474 OPERATING MV W/O LIAB INS.1ST	0	5
ACT 474 OPERATING MV W/O LIAB INS.2ND	0	0
AGGRAVATED ASSAULT	4	10
AGGRAVATED ASSAULT FELONY	0	7
AGGRAVATED ASSULT ON POLICE OFFICER	0	2
AGGRAVATED RESIDENTIAL BURGLARY (F)	6	8
AGGRAVATED RESIDENTIAL BURGLARY (F)(Y)	3	3
AGGRAVATED ROBBERY	4	4
ALIAS ONLY	1	40
ARSON	1	1
ASSAULT 1ST DEGREE(A)	1	10
ASSAULT 2ND DEGREE	0	1
ASSAULT 3RD DEGREE	1	17
ASSAULT 3RD DEGREE ON FAMILY MEMBER	0	5
ASSAULT 2ND ON FAMILY	0	3
ATTEMPTED BURGLARY	0	0
ATTEMPTED THEFT (A)	1	1
BATTERY 1ST DEGREE	2	9
BATTERY 2ND DEGREE	0	4
BATTERY 2ND ON A POLICE OFFICER	0	3
BATTERY 3RD DEGREE	3	16
BREAKING & ENTERING FELONY	0	1
BURGLARY/BREAKING ENTER(F)	0	0
BURNING GARBAGE	0	0
BURNING IN CITY LIMITS	0	2
CARELESS/PROHIBITED DRIVING	0	3
CARRYING PROHIBITED WEAPON (A)	0	0
COMMERCIAL BURGLARY (F)	0	1
COMMUNICATING FALSE ALARM (A)	0	1
CONSP. TO COMM THEFT	0	0
CONTEMPT OF COURT	0	2
CONTEMPT OF COURT COMM. SERVICE	0	0
CONTEMPT OF COURT FINE	2	9
CONTEMPT OF COURT JAIL TIME	0	5
CONTEMPT OF COURT SUBPOENA	0	2
CONTEMPT OF COURT TIME PAY ORDER	17	81
CONTEMPT OF COURT-INTERLOCK	0	1
CONTRIBUTING TO DELINQUENCY O/A JUV	0	1
COUNTERFEITING/FORGERY	1	2
CRIM USE PROP / LAUDER CRIM PROCEEDS	0	0
CRIMINAL IMPERSONATION	1	7

CRIMINAL IMPERSONATION POLICE OFFICER	0	1
CRIMINAL MISCHIEF (F)	0	2
CRIMINAL MISCHIEF 1ST	1	5
CRIMINAL MISCHIEF 2ND	1	11
CRIMINAL TRESPASS	1	21
CRIMINAL USE OF PROHIBITED WEAPON	0	1
CRUELTY TO ANIMALS(A)	0	1
CURFEW VIOLATION	0	4
DEFECTED EQUIPMENT	0	0
DIRECT CONTEMPT OF COURT	0	0
DISCHARGE FIREARM IN CITY LIMITS	0	0
DISORDERLY CONDUCT	2	39
DISORDERLY CONDUCT/FIGHTING	0	8
DISORDERLY CONDUCT-MUSIC ORDINANCE 08-854	0	2
DISREGARD TRAFFIC CONTROL DEVICE	0	0
DIST POSS OR VIEW SEX EXP CONDUCT CHILD	0	1
DOG ORD VIOLATION	0	0
DOMESTIC AGG ASSLT	1	1
DOMESTIC BATTERY 1ND	0	0
DOMESTIC BATTERY 2ND	1	3
DOMESTIC BATTERY 3RD(D)	0	2
DOMESTIC BATTERY 3RD(A)	0	28
DOSDL-DURING DWI	1	2
DRIVING LEFT OF CENTER	0	2
DRIVING ON SUSPENDED/REVOKED LICENSE	5	51
DWI 1ST	1	9
DWI 2ND	0	1
DWI 3RD	0	2
DWI FELONY	0	0
DWI-DRUGS	0	0
ENDANGER WELFARE OF INCOMP. 2ND DEGREE	0	0
ENDANGER WELFARE OF MINOR 1ST	0	15
ENDANGER WELFARE OF MINOR 2ND	2	24
ENDANGERING WELFARE OF INCOMP 1ST DEGREE	0	0
ENG IN A CONT CR GANG, ORG OR ENTERPRISE	0	0
ENGAGING VIOLET GROUP ACTIVITY	0	0
ESCAPE 3RD DEGREE (A)	0	0
EXPIRED VEHICLE LIC	1	7
FAILURE TO DISPERSE	0	9
FAIL TO REGISTER / VEHICLE	0	3
FAIL TO TRANSFER/REGISTER VEHICLE	0	1
FAILURE TO MAINTAIN CONTROL	0	1
FAILURE TO PAY RENT/VACATE	0	0
FAILURE TO STOP OR YIELD/SIGNS	0	1
FAILURE TO SUBMIT PROOF OF INSURANCE	0	1
FAILURE TO SUBMIT TO ARREST	2	9
FAILURE TO TURN LIGHTS ON	0	2

FAILURE TO YIELD	0	0
FAILURE TO YIELD TO EMERGENCY VEHICLE	0	1
FALSE IMPRISONMENT 1ST DEGREE	0	2
FALSE IMPRISONMENT 2ND DEGREE(A)	1	1
FELON IN POSSESSION OF FIREARM	2	13
FICTITIOUS VEHICLE LIC/REG	0	7
FILING FALSE REPORT (A)	1	1
FIREARM ENHANCEMENT	0	0
FIREWORKS ORD 99-747	0	1
FLEEING (FELONY)	0	0
FLEEING IN VEHICLE (A)	0	6
FLEEING IN VEHICLE (F)	1	2
FLEEING(C)	2	17
FOLLOWING TOO CLOSE	0	1
FRAUDULENT USE OF CREDIT CARD OVER \$100	0	2
FTA-ALL OTHER (NON CLASS A)	42	411
FTA-CLASS A	2	36
FTA-SEAT BELT	1	3
FURNISHING PROHIBITED ARTICLES	1	8
GENERAL INFORMATION	0	0
HARASSMENT (A)	2	14
HARRASSING COMMUNICATIONS	0	6
HINDERING APP. OR PROSECUTION (A)	0	0
HIT & RUN	0	0
HOLD FOR OTHER DEPARTMENT	6	126
ILL. WINDOW TINT	0	2
IMPEDING TRAFFIC	0	2
IMPROPER DISPLAY OF LIC	0	0
IMPROPER LANE CHANGE	0	1
IMPROPER TURN	0	0
INATTENTIVE DRIVING	2	2
INCITING RIOT FELONY	0	1
INTF W/EMEGENCY COMM	0	3
INTERFERING W/LAW ENF OFFICER (A)	0	1
INTIMIDATING A WITNESS	0	0
INVESTIGATION	0	0
KIDNAPPING	0	0
LEAVING SCENE OF ACC/INJURY FELONY	0	1
LEAVING SCENE OF ACC/PROPERTY DAMAGE	1	6
LEAVING THE SCENE/PROPERTY DAMAGE	0	0
LITTERING	0	0
LOITERING	0	3
MINOR IN CONSUMPTION	1	1
MINOR POSS OF INTOX LIQUOR	0	1
MOTOR VEHICLE THEFT/240	0	0
MURDER 1ST DEGREE	0	3
NATURAL DEATH	0	0

NO BRAKE LIGHTS	0	1
NO CHILD RESTRAINT	0	6
NO DRIVERS LICENSE	1	6
NO FINANCIAL IDENTITY FRAUD	0	0
NO LICENSE ILLUMINATION	0	1
NO LICENSE PLATES	0	0
NO PROOF OF INSURANCE 415/565/805/905	1	3
NO SEAT BELT	0	2
NO TAIL LIGHT	0	1
NO TURN SIGNAL	0	0
OBSTRUCTION OF GOVERMENTAL OPERATIONS	1	16
ONE OR NO HEADLIGHTS	0	1
OPEN CONTAINER- IN VEHICLE	0	3
OPERATING ATV ON ROADWAY	0	2
ORDER TO SHOW CAUSE	1	1
PAROLE VIOLATION	0	0
PASS STOPPED POLICE OFFICER	1	1
PASSING STOPPED SCHOOL BUS	0	0
PERMITTING THE ABUSE OF MINOR	0	0
PETITION TO REVOKE	4	54
PIT BULL ORDINANCE	0	1
POSS CONTROLLED SUBSTANCE SCHED I,II ME	1	17
POSS DRUG /PHARARPHERNALIA-MISD	5	29
POSS DRUG PARA W/I MANUFACTURE	0	0
POSS OF CONT SUB W/O PRESCRIPTION	0	0
POSS OF CONTROLLED SUB W/INTENT TO DELIVER	1	2
POSS OF CONTROLLED SUB WITH PURP OF DEL	0	1
POSS OF CONTROLLED SUBSTANCE	0	5
POSS CONT SUB SCHED VI<4OZ	0	1
POSS OF DEFACED FIREARM	0	0
POSS OF DRUG PHARPHERNALIA	2	13
POSSESSION OF FIREARM BY MINOR (F)	0	1
POSS OF FIREARM ON SCHOOL PROPERTY	0	1
POSS OF INSTRUMENTS OF CRIME	0	2
POSS OF NARCOTICS W/O PRESCRIPTION	0	0
POSSESSION OF MARIJUANA 1ST	8	47
POSS OF MARIJUANA W/INT TO DELIVER	0	2
PROBATION VIOLATION	0	0
PROVIDING MINOR W/ TOBACCO & CIG PAPER	0	0
PUBLIC INTOXICATION	11	45
RAPE	0	2
RECKLESS BURNING	0	0
RECKLESS DRIVING	1	3
REFUSAL TO SUBMIT TO CHEMICAL TEST	1	7
RESIDENTIAL/COMM. BURGLARY (F)	2	7
RESISTING ARREST (A)	0	5
RESISTING ARREST/PHYSICAL	0	5

RIOT (A)	0	4
ROBBERY	1	3
RUN RED LIGHT	0	3
RUN STOP SIGN	0	5
RUNAWAY	2	2
RUNNING A GAMBLING HOUSE	0	0
SEX OFFENDER-FAIL TO REGISTER	0	5
SEXUAL ASSAULT 3RD	0	0
SEXUAL ASSLT 2ND	0	1
SEXUAL INDINCENCY WITH A CHILD FELONY	1	1
SIMULTANEOUS POSS DRUGS & FIREARMS	0	2
SPEEDING	0	1
STALKING - MISDEMEANOR	0	2
TAMPERING W/ PHYSICAL EVIDENCE	2	12
TERRORISTIC ACT	7	13
TERRORISTIC THREATNING-FELONY	2	16
TERRORISTIC THREATENING (A)	4	31
THEFT / ALL OTHER LARC	0	6
THEFT BY RECEIVING	2	2
THEFT OF FIREARM	0	0
THEFT OF SERVICES	0	0
THEFT/FROM MOTOR VEHICL(A)	0	0
THEFT/RECV, BUYING, ETC(A)	0	3
THEFT/SHOPLIFITNG (A)	1	5
THEFT-FELONY	5	10
THREATENING FIRE/BOMBING (A)	0	1
TRAFFICKING A CONTROLLED SUBSTANCE	0	0
THRU TRUCK ROUTE	0	2
UNAUTHORIZED USE OF A VEHICLE	0	1
UNKNOWNINGLY FURN INT LIQ TO MINOR	0	0
UNLAWFUL ASSEMBY	0	4
UNSAFE MOTOR VEHICLE	0	0
UNUSUAL OCCURRENCES	0	0
VICIOUS DOG	0	1
VIOLATION ARKANSAS HOT CHECK LAW	0	2
VIOLATION OF NO CONTACT ORDER	1	6
VIOLATION OF PROTECTION ORDER	2	2
VIOLATION OF ZONING REGULATION	0	0
VIOLATIONS OF CONDITIONS	0	0
WRONG WAY ONE WAY	0	0
TOTAL	204	1663

OSCEOLA FIRE DEPARTMENT MONTHLY FIRE REPORT 2022

The Osceola Fire Department responded to (47) alarms in the month of August
The runs are as follows:

	MONTH	YTD
Structure Fire	1	18
Vehicle Fires	2	14
Brush/Grass Fires	0	20
Trash Fires	1	14
Lift Assist/Medical Assist	7	36
Electrical Equipment	1	7
MVA assist	2	13
Mutual Aid	2	3
Rescue/Extrication	3	8
Smoke Scare	2	19
Spill/Leaks	0	5
Flammable Gas	3	7
Alarm Malfunction	3	13
Fire Alarm	1	19
Unintentional False Alarm	14	55
Confined Space Standby	5	49
Good Intent Call	1	28
TOTALS	48	328

Total dollar loss estimated from Structure Fires in month of August
\$0.00

Script cost in class time	\$244.00
Script cost in alarms	\$404.00
Total Script Cost	\$648.00
Injuries	0
Deaths	0

Respectfully submitted,

Peter Hill Chief
Osceola Fire Dept.

Osceola Light & Power Work Report For This Month In Addition To Regular Operations Of The System: AUGUST 2022:

1. Installed 2 poles and Removed 2 poles.
2. Installed 5 transformers and Removed 4 transformers.
3. Installed 5 Services, Removed 2 and Repaired 7.
4. Installed 4 St. Lights, Removed 2 and Repaired 5.
5. Worked on line maintenance through the system.
6. Line Locates reported 12.
7. Cut Trees from power lines.
8. Read meters in order to keep meter cycle current.
9. Installed 3 – 3point junctions & 7 – 1/0 primary elbows.
10. Worked cut off lists for none payment of electric bills.
11. Mowed grass on lot around warehouse & office

Meter Service Orders For The Month Of AUGUST 2022:

1. Connects	38
2. Disconnects	46
3. Meter Changes	10
4. Occupant Changes	31
5. Re-instates	132
6. Service Changes	02
7. Misc.	06
8. Meter Info	01
9. Re-Reads	45
10. <u>Check For Leaks</u>	74
11. TOTAL ORDERS	385

**OSCEOLA WATER & SEWER
MONTHLY REPORT
August, 2022**

Water Taps	0
Water Leaks	32
Fire Hydrants Repaired/Replaced	0
First Time Water Meters	0
Water Meters Replaced	2
Water Lines Installed	0
Pumps Repaired	1
Sewer Taps	0
Manholes Repaired	0
Sewer Lines Repaired	1
Sewers Unstopped	31
Sewer Lines Installed	1

Tim Jones, Superintendent
Water & Wastewater Distribution

Osceola Community Center

Director: Michael Ephlin

September 2022 Report

- **Community Center**
- **Tip Tap Toes Dance Class**
- **Sylvester & Irma Belcher Park Splash Pad**
- **OPAR Fall Sports: Youth Tackle Football, Soccer & Flag Football**
- **Rosenwald, Sylvester & Irma Belcher and Florida Park Updates**
- **Master Plan: Water Park**

Community Center

We are still seeing growth at our community center. Many people are getting back into the routine of working out. It's good to see new members along with our regular crowd. We are looking to add another workout class here at our center in a few weeks. Stay tuned for that. The Delta School Cheer team are using our center in preparation for their upcoming season. It is great to have them back!!! The Delta School Volleyball team has played a couple of games at our center and have a few games left for the season. It is great to have them at our center. The hot water heater has been fixed and everything is back to normal. The Osceola South Mississippi County Chamber of Commerce has contacted us about hosting their annual banquet. That would be a great thing for our center. Stay tuned, I will have more on that.

OPAR's Tip Tap toes Dance Class

OPAR's Tip Tap Toes Dance Class has resumed and they have great numbers. Their classes are on Tuesday and Thursday nights. The dance class is for kids pre-school to high school. For more information you can contact the Community Center.

Sylvester & Irma Belcher Park Splash Pad

Our Splash Pad located inside Sylvester and Irma Belcher Park closed for the season on Sunday August 28th. We had a great season with minimum problems. We had a great summer staff that worked over there and did a great job!!! We have a few things to replace next year with little cost so that is always a good thing. The splash pad is a true asset to the City of Osceola.

OPAR Fall Sports: Youth Tackle Football, Soccer & Flag Football

OPAR's fall sports are in full swing here at OPAR. Our tackle football program has been practicing since the 1st of August. They played their jamboree in Trumann two weeks ago. They played their 1st games of the season on Saturday September 10th at Earle with great success. The 4th grade tied 6-6, the 5th grade lost 20-6 and the 6th grade won 22-0. It is going to be a great season for our youth tackle football program. Our Youth Soccer and Flag Football teams have been drafted and are practicing. That season plays their 1st games on Monday September 19th. We have around 200 kids playing Youth Soccer and Flag football and 70 kids playing tackle football. That is 270 kids total playing fall sports. That is awesome for our community and we are blessed to be able to offer that for them!!!!

Rosenwald, Sylvester & Irma Belcher and Florida Park Updates

All 3 parks have seen some vandalism to our picnic tables over the past several months. As you know, all picnic tables are handicap accessible so the tops hang over a little to accommodate wheelchairs. Kids are sitting on the tabletops and bending them. We have taken all the metal tops off and replaced them with wood tops. This so far has worked fine. We will monitor them and make any updates as needed be.

Master Plan: Water Park

I would like to take this time to ask each and every one of you to start brainstorming ways that we can revisit our master plan: water park idea. I feel that we are missing the boat with this idea and I feel that it would be very beneficial to our city and would really boost our quality of life. As you know we tried to pass a 1 cent sales tax last year to fund the project and it was

defeated. As you know our sales tax has doubled and really almost tripled since the workers are here building the industry that has located here. I feel that we are missing the boat on this idea and I feel that it is still not too late to do something about it. I challenge you to come up with ideas so we can revisit this project in the very near future. This would be just another improvement to our great city and another quality of life amenity that would benefit all of the great citizens of our awesome community!!!!

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

CODE ENFORCEMENT, BUILDING INSPECTION, and HOUSING REPORT

Cody Shreve

9/18/2022

Report: Code Enforcement & Building Inspection

Code Enforcement

Code Enforcement field team is continuing to clear city owned easements, ditches, and city owned properties.

We continue to monitor garbage being put out to early and on the wrong day. Warnings and fines will be issued to people putting garbage out to early and on the wrong days.

Code Enforcement department reported (20) codes issues and violations. At the January meeting these three properties were presented to the council and were considered by the city council to be condemned. All three resolutions to condemn were passed.

- a. 312 Myron Kelly Dr., Osceola, AR 72370 – Waiting on Street Dept
- b. 415 West bard, Osceola, AR 72370 – Waiting on Street Dept
- c. 100 E Watson, Osceola, AR 72370 – Waiting on street Dept finish

Code Enforcement continues to develop the condemn/urgent action property list.

Properties approved to be condemned at May Council Meeting.

1. 110 0 T Williams Osceola, AR 72370 – Resolution Passed – Waiting on Street Dept to start
2. 614 N Pearl, Osceola AR 72370 – Resolution Passed – Waiting on Street Dept to start
3. 314 E Hale Osceola, AR 72370 – Work has started

Building Inspection

Building Inspection and permit department have a total of six new permits issued. We have issued (2) electrical permits, (1) privilege license permits, (6) residential permits, (0) commercial permits, (1) sign permit, (0) HVAC permit, (0) Plumbing Permit

Codes and Inspection information is located on the iWorQ system or city website OsceolaArkansas.com.

Osceola Street & Sanitation Departmental Report for 2022

City Council Meeting: 9-19-22

From: Steve Choals

Subject: Daily Operations

August Updates:

Street & Sanitation Department Update

The month of August the Osceola Street Department was working on various projects. The house at 314 E. Hale was leveled. A total of 65.17 tons of debris were removed. An additional two houses are scheduled for removal in September.

Also during the month 207 loads of vegetation waste was disposed of at the city MRF. Repairs of two stop signs and three street marker posts were addressed. Pothole repair is still a top priority. Work will continue on this project weekly.

Mosquito & Bird Control

There were no complaints for the month of August.

Thank You,

Steve Choals

Osceola Street, Sanitation, MRF, & Mosquito Control Departments

ANIMAL CONTROL REPORT

AUGUST 2022

MONTH

YTD

DOG 10 79

CATS 18 33

OTHER 1 5

TOTAL 29 117

COMPLAINTS 39 165

CITATIONS 0 4

VERBAL WARNINGS 4 30

WRITTEN WARNINGS 8 25

DOG/CAT BITES 1 4

SUBMITTED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

August 2022	Current Month			Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)	Budget	Actual	Var (+) (-)	Budget	67%
Revenue:								
01 - Osceola Light & Power	1,444,049	2,075,850	631,801	11,552,392	10,334,235	(1,218,157)	17,328,588	60%
02 - City General Fund	396,569	1,380,081	983,512	3,172,555	5,085,768	1,913,213	4,758,833	107%
03 - Street Fund	45,837	53,228	7,391	366,693	397,350	30,657	550,040	72%
04 - Sanitation Fund	79,838	81,081	1,244	638,700	636,924	(1,776)	958,050	66%
Total Funds	1,966,293	3,590,240	1,623,947	15,730,341	16,454,277	723,936	23,595,511	70%
Operating Expense:								
01 - Osceola Light & Power	1,238,524	1,553,157	(314,633)	9,908,190	11,953,750	(2,045,560)	14,862,285	80%
02 - City General Fund	533,509	365,428	168,081	4,268,071	4,098,036	170,035	6,402,107	64%
03 - Street Fund	96,879	55,933	40,946	775,033	539,889	235,144	1,162,550	46%
04 - Sanitation Fund	90,133	85,650	4,483	721,067	769,064	(47,998)	1,081,600	71%
Total Funds	1,959,045	2,060,168	(101,123)	15,672,361	17,360,739	(1,688,378)	23,508,542	74%
Impact to Surplus:								
01 - Osceola Light & Power	205,525	522,693	(317,168)	1,644,202	(1,619,515)	(3,263,717)	2,466,303	-66%
02 - City General Fund	(136,940)	1,014,653	(1,151,593)	(1,095,516)	987,732	2,083,248	(1,643,274)	-60%
03 - Street Fund	(51,043)	(2,705)	(48,338)	(408,340)	(142,539)	265,801	(612,510)	23%
04 - Sanitation Fund	(10,296)	(4,569)	(5,727)	(82,367)	(132,140)	(49,774)	(123,550)	107%
Total Funds	7,247	1,530,072	(1,522,825)	57,979	(906,462)	(964,441)	86,969	

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
<u>=====</u>		
01-102	FNBEA-OMLP SAVINGS(4591)	1,362,728.97
01-104	MISC CASH ACCOUNTS	3,454.15
01-105	REGIONS-OMLP GENERAL(0093)	108,652.55
01-106	FNBEA-OMLP GENERAL(9937)	4,602.53
01-107	CASHIER'S FUND	1,500.00
01-108	REGIONS-OMLP PAYROLL(5913)	810.39
01-110	ACCOUNTS RECEIVABLE	1,190,827.17
01-111	RETURNED CHECKS	(25.00)
01-113	AMP ACCOUNTS RECEIVABLE	201.59
01-114	PREPAID INSURANCE	8,482.75
01-115	BANCORP-OMLP GENERAL(0473)	551,754.26
01-116	BANCORP-OMLP PAYROLL(9969)	6,844.55
01-118	EDA GRANT FUND (940216)	100.00
01-119	DRA GRANT FUND(940208)	100.00
01-122	INVENTORY - MATERIAL & SUPPLIE	1,016,059.56
01-124	A/R - UNBILLED	877,177.15
01-130	DUE TO/FROM OTHER FUNDS	120,331.74
01-142	2018 BOND FUND	311,082.76
01-143	2018 BOND PROJECT FUND	1,433,081.87
01-148	2015 BOND FUND	69.09
01-156	2007 BOND FUND	119,273.76
01-180	2014 BOND ISSUE COSTS	(9,197.00)
01-181	ELECTRIC POWER PLANT	24,376,132.97
01-182	ISES PLANT	5,848,880.87
01-183	WATER PLANT	9,740,779.49
01-184	RES FOR DEPR ELECT & WATER PLA	(29,988,949.16)
01-185	TOOLS AND EQUIPMENT	383,907.66
01-186	NEW SEWER SYSTEMS	9,858,227.51
01-187	NEW SEWER CONST CROMPTON	442,337.61
01-188	LAND PLANT SITE	203,970.50
01-189	AUTO & TRUCKS	2,420,929.51
01-190	RES FOR DEPR AUTO & TRUCKS	(2,137,181.75)
01-191	FURNITURE & FIXTURES	662,365.07
01-192	RES FOR DEPR F&F, TOOLS/EQUIP	(884,925.52)
		<u>28,034,387.60</u>
TOTAL ASSETS		28,034,387.60

LIABILITIES

01-201	ACCOUNTS PAYABLE	(25.00)
01-202	FEDERAL W/H PAYABLE	0.02
01-203	SOC SECURITY W/H PAYABLE	(7.65)
01-205	GENERAL PENSION W/H	2,151.50
01-206	UNITED WAY W/H	5.00
01-207	GROUP INSURANCE W/H	192.58
01-208	UNIFORM W/H	12.00
01-210	PURCHASE POWER PAYABLE	1,215,844.11
01-213	UNEMPLOYMENT TAXES PAYABLE	(3,452.61)

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
01-214	GARNISHMENTS PAYABLE	(354.69)	
01-215	UNAPPLIED CREDITS	20,425.79	
01-216	REFUNDS PAYABLE	2,395.79	
01-230	CUSTOMER DEPOSITS REFUNDABLE	327,351.35	
01-232	COMPENSATED ABSENCES	34,035.67	
01-236	ACCRUED WAGES	31,150.91	
01-240	ACCRUED SALES TAX	88,859.36	
01-241	ACCRUED INTEREST PAYABLE	106,248.93	
01-250	NOTE PAYABLE BCS-EQUIPMENT	19,917.35	
01-261	2007 BOND PAYABLE	1,703,885.00	
01-276	2018 BOND PAYABLE	3,223,530.00	
	TOTAL LIABILITIES		<u>6,772,165.41</u>
EQUITY			
<u>=====</u>			
01-290	RETAINED EARNINGS	22,881,732.32	
	TOTAL BEGINNING EQUITY	22,881,732.32	
	TOTAL REVENUE	10,334,253.03	
	TOTAL EXPENSES	11,953,763.16	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(1,619,510.13)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>21,262,222.19</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>28,034,387.60</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

01 -OSCEOLA LIGHT & POWER
FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ELECTRIC DEPT	14,831,500.00	1,760,784.66	10,264,641.62	69.21	4,566,858.38
WATER DEPT	1,295,738.00	215,665.64	83,369.51	6.43	1,212,368.49
SEWER DEPT	835,000.00	99,079.80	(114,490.26)	13.71-	949,490.26
ADMINISTRATION	366,350.00	321.77	100,732.16	27.50	265,617.84
TOTAL REVENUES	17,328,588.00	2,075,851.87	10,334,253.03	59.64	6,994,334.97
<u>EXPENDITURE SUMMARY</u>					
ELECTRIC DEPT	12,091,400.00	1,372,298.14	10,265,607.02	84.90	1,825,792.98
WATER DEPT	995,450.00	54,327.74	613,630.32	61.64	381,819.68
SEWER DEPT	685,085.00	53,887.75	404,289.40	59.01	280,795.60
ADMINISTRATION	1,090,350.00	72,644.95	670,236.42	61.47	420,113.58
TOTAL EXPENDITURES	14,862,285.00	1,553,158.58	11,953,763.16	80.43	2,908,521.84
REVENUES OVER/(UNDER) EXPENDITURES	2,466,303.00	522,693.29	(1,619,510.13)		4,085,813.13

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

01 -OSCEOLA LIGHT & POWER

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ELECTRIC DEPT</u>					
01-4-12-300 SALES	14,650,000.00	1,736,920.16	10,102,561.47	68.96	4,547,438.53
01-4-12-302 FREE SERVICES	0.00	0.00 (	199.45)	0.00	199.45
01-4-12-303 LATE PENALTY FEES	116,000.00	17,532.95	96,868.48	83.51	19,131.52
01-4-12-304 RECONNECTION FEES	40,000.00	3,900.00	24,950.00	62.38	15,050.00
01-4-12-305 POLE RENTAL	6,000.00	0.00	24,174.00	402.90 (	18,174.00)
01-4-12-306 CREDIT CARD FEES	12,000.00	2,156.55	14,087.12	117.39 (	2,087.12)
01-4-12-395 MISCELLANEOUS FEES	7,500.00	275.00	2,200.00	29.33	5,300.00
TOTAL ELECTRIC DEPT	14,831,500.00	1,760,784.66	10,264,641.62	69.21	4,566,858.38
<u>WATER DEPT</u>					
01-4-13-300 SALES	1,265,738.00	165,187.83 (	14,363.99)	1.13-	1,280,101.99
01-4-13-302 FREE SERVICES	0.00	0.00 (	1.09)	0.00	1.09
01-4-13-303 LATE PENALTY FEES	25,000.00	7,003.40	29,286.27	117.15 (	4,286.27)
01-4-13-310 SERVICE FEES	5,000.00	43,474.41	65,851.78	1,317.04 (	60,851.78)
01-4-13-395 MISCELLANEOUS	0.00	0.00	2,596.54	0.00 (	2,596.54)
TOTAL WATER DEPT	1,295,738.00	215,665.64	83,369.51	6.43	1,212,368.49
<u>SEWER DEPT</u>					
01-4-14-300 SALES	835,000.00	99,079.80 (	115,160.70)	13.79-	950,160.70
01-4-14-310 SERVICE FEES	0.00	0.00	670.44	0.00 (	670.44)
TOTAL SEWER DEPT	835,000.00	99,079.80 (	114,490.26)	13.71-	949,490.26
<u>ADMINISTRATION</u>					
01-4-15-303 LATE PENALTY FEES	0.00	0.00 (	1.50)	0.00	1.50
01-4-15-304 AMP	0.00 (	56.45)	134.98)	0.00	134.98
01-4-15-341 ELECTRIC PERMITS	1,200.00	7.00	63.70	5.31	1,136.30
01-4-15-342 PLUMBING PERMITS	150.00	29.00	50.00	33.33	100.00
01-4-15-390 INTEREST INCOME	15,000.00	342.22	770.67	5.14	14,229.33
01-4-15-395 MISCELLANEOUS	350,000.00	0.00	99,984.27	28.57	250,015.73
TOTAL ADMINISTRATION	366,350.00	321.77	100,732.16	27.50	265,617.84
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TOTAL REVENUES	17,328,588.00	2,075,851.87	10,334,253.03	59.64	6,994,334.97
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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

01 -OSCEOLA LIGHT & POWER

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ELECTRIC DEPT					
01-5-12-400 SALARIES	815,000.00	54,962.42	515,231.82	63.22	299,768.18
01-5-12-455 TEMP SERVICE WAGES	25,000.00	0.00	1,256.85	5.03	23,743.15
01-5-12-502 PAYROLL TAX	65,200.00	3,965.46	37,300.23	57.21	27,899.77
01-5-12-503 GROUP INSURANCE	60,000.00	4,719.24	39,341.54	65.57	20,658.46
01-5-12-504 PENSION EXPENSE	30,000.00	2,550.54	17,115.14	57.05	12,884.86
01-5-12-510 TRAVEL & TRAINING EXPENSE	7,500.00	0.00	6,000.00	80.00	1,500.00
01-5-12-515 SAFETY SUPPLIES	3,000.00	0.00	3,935.59	131.19 (	935.59)
01-5-12-580 UNIFORM EXPENSE	5,000.00	0.00	483.29	9.67	4,516.71
01-5-12-601 MATERIALS AND SUPPLIES	20,000.00	1,608.10	7,162.19	35.81	12,837.81
01-5-12-610 TELEPHONE	12,500.00	162.82	5,710.48	45.68	6,789.52
01-5-12-619 BUILDING EXPENSE	5,000.00	82.50	2,007.48	40.15	2,992.52
01-5-12-620 UTILITIES	15,000.00	993.27	12,481.97	83.21	2,518.03
01-5-12-630 INSURANCE	12,500.00	0.00	14,692.60	117.54 (	2,192.60)
01-5-12-640 DUES, MBRSHPS & SUBSCRIPTIONS	15,000.00	0.00	25.90	0.17	14,974.10
01-5-12-647 LICENSES	200.00	0.00	208.00	104.00 (	8.00)
01-5-12-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	489.00	48.90	511.00
01-5-12-650 REPAIRS & MAINTENANCE - VEH &	25,000.00	6,783.81	43,132.59	172.53 (	18,132.59)
01-5-12-651 OPERATING EXPENSES - VEHICLES	30,000.00	931.72	26,880.23	89.60	3,119.77
01-5-12-653 REP & MAINT - GENERATORS	0.00	0.00	367.24	0.00 (	367.24)
01-5-12-686 EQUIPMENT RENTAL	0.00	0.00	1,039.57	0.00 (	1,039.57)
01-5-12-710 ELECTRIC POWER PURCHASED	10,255,000.00	1,248,476.26	9,156,779.95	89.29	1,098,220.05
01-5-12-760 DEPRECIATION	500,000.00	41,667.00	333,336.00	66.67	166,664.00
01-5-12-770 DEPRECIATION-VEHICLES	60,000.00	5,000.00	40,000.00	66.67	20,000.00
01-5-12-774 TREE TRIMMING	125,000.00	0.00	0.00	0.00	125,000.00
01-5-12-860 CONSULTING SERVICES	4,500.00	395.00	629.36	13.99	3,870.64
TOTAL ELECTRIC DEPT	12,091,400.00	1,372,298.14	10,265,607.02	84.90	1,825,792.98
WATER DEPT					
01-5-13-400 SALARIES	380,000.00	19,786.56	177,268.42	46.65	202,731.58
01-5-13-455 TEMP SERVICE WAGES	42,000.00	896.00	68,412.29	162.89 (	26,412.29)
01-5-13-502 PAYROLL TAX	30,400.00	1,488.38	13,350.48	43.92	17,049.52
01-5-13-503 GROUP INSURANCE	37,500.00	1,804.20	15,561.29	41.50	21,938.71
01-5-13-504 PENSION EXPENSE	9,000.00	508.74	4,326.49	48.07	4,673.51
01-5-13-510 TRAVEL & TRAINING EXPENSE	2,500.00	0.00	741.12	29.64	1,758.88
01-5-13-515 SAFETY SUPPLIES	4,700.00	0.00	590.17	12.56	4,109.83
01-5-13-580 UNIFORM EXPENSE	4,500.00	0.00	7,201.88	160.04 (	2,701.88)
01-5-13-601 MATERIALS AND SUPPLIES	45,000.00	1,581.30	19,927.68	44.28	25,072.32
01-5-13-602 CHEMICALS AND SUPPLIES	50,000.00	4,038.21	46,321.34	92.64	3,678.66
01-5-13-608 TOOLS	2,000.00	0.00	0.00	0.00	2,000.00
01-5-13-610 TELEPHONE	20,000.00	0.00	320.13	1.60	19,679.87
01-5-13-619 BUILDING EXPENSE	4,000.00	0.00	966.43	24.16	3,033.57
01-5-13-620 UTILITIES	50,000.00	4,652.33	47,601.78	95.20	2,398.22
01-5-13-630 INSURANCE	20,000.00	0.00	4,810.20	24.05	15,189.80
01-5-13-640 DUES, MBRSHPS & SUBSCRIPTIONS	15,000.00	347.60	3,021.50	20.14	11,978.50
01-5-13-647 LICENSES	5,000.00	313.34	8,991.55	179.83 (	3,991.55)
01-5-13-648 IMMUNIZATIONS & PHYSICALS	850.00	0.00	64.00	7.53	786.00
01-5-13-650 REPAIRS & MAINTENANCE - VEH &	6,000.00	3,076.47	11,300.13	188.34 (	5,300.13)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

01 -OSCEOLA LIGHT & POWER

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-13-651 OPERATING EXPENSES - VEHICLES	20,000.00	111.24	18,992.51	94.96	1,007.49
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	156.85	3.14	4,843.15
01-5-13-683 PUMP AND TANK REPAIRS	60,000.00	973.37	45,555.57	75.93	14,444.43
01-5-13-686 EQUIPMENT RENTAL	0.00	0.00	148.51	0.00 (	148.51)
01-5-13-761 DEPRECIATION-WATER PLANT	147,000.00	12,250.00	98,000.00	66.67	49,000.00
01-5-13-770 DEPRECIATION-VEHICLES	30,000.00	2,500.00	20,000.00	66.67	10,000.00
TOTAL WATER DEPT	995,450.00	54,327.74	613,630.32	61.64	381,819.68
SEWER DEPT					
01-5-14-400 SALARIES	240,000.00	17,018.56	157,858.17	65.77	82,141.83
01-5-14-455 TEMP SERVICE WAGES	24,150.00	8,069.64	8,069.64	33.41	16,080.36
01-5-14-502 PAYROLL TAX	19,200.00	1,253.24	11,660.78	60.73	7,539.22
01-5-14-503 GROUP INSURANCE	20,000.00	1,211.22	8,120.47	40.60	11,879.53
01-5-14-504 PENSION EXPENSE	5,400.00	446.96	3,804.46	70.45	1,595.54
01-5-14-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	0.00	0.00	2,000.00
01-5-14-515 SAFETY SUPPLIES	1,750.00	0.00	0.00	0.00	1,750.00
01-5-14-580 UNIFORM EXPENSE	3,000.00 (	12.00) (	65.00)	2.17-	3,065.00
01-5-14-601 MATERIALS AND SUPPLIES	37,300.00	3,737.11	15,428.41	41.36	21,871.59
01-5-14-602 CHEMICALS AND SUPPLIES	6,500.00	0.00	4,896.23	75.33	1,603.77
01-5-14-608 TOOLS	1,500.00	0.00	0.00	0.00	1,500.00
01-5-14-610 TELEPHONE	3,096.00	0.00	1,135.11	36.66	1,960.89
01-5-14-619 BUILDING EXPENSE	7,000.00	0.00	266.44	3.81	6,733.56
01-5-14-620 UTILITIES	67,000.00	2,429.10	31,468.84	46.97	35,531.16
01-5-14-630 INSURANCE	4,500.00	0.00	2,741.95	60.93	1,758.05
01-5-14-640 DUES, MBRSHPS & SUBSCRIPTIONS	120.00	0.00	141.65	118.04 (	21.65)
01-5-14-647 LICENSES	15,500.00	0.00	0.00	0.00	15,500.00
01-5-14-648 IMMUNIZATIONS & PHYSICALS	400.00	0.00	32.00	8.00	368.00
01-5-14-650 REPAIRS & MAINTENANCE - VEH &	7,500.00	0.00	4,176.92	55.69	3,323.08
01-5-14-651 OPERATING EXPENSES - VEHICLES	10,000.00	0.00	5,271.18	52.71	4,728.82
01-5-14-652 MANHOLE & PIPE REHAB	1,000.00	0.00	0.00	0.00	1,000.00
01-5-14-683 PUMP AND TANK REPAIRS	25,000.00	4,667.92	22,725.29	90.90	2,274.71
01-5-14-762 DEPRICIATION SEWER SYSTEMS	160,425.00	13,369.00	106,952.00	66.67	53,473.00
01-5-14-770 DEPRECIATION-VEHICLES	20,362.00	1,697.00	13,576.00	66.67	6,786.00
01-5-14-860 CONSULTING SERVICES	2,382.00	0.00	0.00	0.00	2,382.00
01-5-14-899 MISCELLANEOUS	0.00	0.00	6,028.86	0.00 (	6,028.86)
TOTAL SEWER DEPT	685,085.00	53,887.75	404,289.40	59.01	280,795.60
ADMINISTRATION					
01-5-15-400 SALARIES	370,000.00	26,994.31	245,803.61	66.43	124,196.39
01-5-15-502 PAYROLL TAX	29,600.00	2,001.05	18,208.72	61.52	11,391.28
01-5-15-503 GROUP INSURANCE	30,000.00	2,836.99	26,351.24	87.84	3,648.76
01-5-15-504 PENSION EXPENSE	15,000.00	0.00	4,422.12	29.48	10,577.88
01-5-15-510 TRAVEL & TRAINING EXPENSE	7,500.00	0.00	1,734.28	23.12	5,765.72
01-5-15-515 SAFETY SUPPLIES	1,000.00	0.00	536.65	53.67	463.35
01-5-15-516 HR MATERIALS & SUPPLIES	8,000.00	1,078.25	4,176.70	52.21	3,823.30
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	0.00	750.00
01-5-15-580 UNIFORM EXPENSE	500.00	0.00	0.00	0.00	500.00
01-5-15-601 MATERIALS AND SUPPLIES	27,500.00	11,265.78	43,506.26	158.20 (	16,006.26)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

01 -OSCEOLA LIGHT & POWER

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-15-606 POSTAGE	30,000.00	1,408.59	18,092.70	60.31	11,907.30
01-5-15-607 PUBLISHING ORDINANCES & NOTICE	0.00	0.00	1,563.76	0.00 (	1,563.76)
01-5-15-610 TELEPHONE	30,000.00	249.55	3,463.71	11.55	26,536.29
01-5-15-619 BUILDING EXPENSE	50,000.00	0.00	7,934.78	15.87	42,065.22
01-5-15-620 UTILITIES	6,000.00	16,738.53	23,223.63	387.06 (	17,223.63)
01-5-15-630 INSURANCE	2,000.00	0.00	62,111.66	3,105.58 (	60,111.66)
01-5-15-640 DUES, MBRSHPS & SUBSCRIPTIONS	30,000.00	2,761.00	44,795.30	149.32 (	14,795.30)
01-5-15-643 AUDIT FEES	45,000.00	0.00	35,000.00	77.78	10,000.00
01-5-15-644 LEGAL EXPENSES	10,000.00	0.00	0.00	0.00	10,000.00
01-5-15-645 ADV, PROMOTIONS & DONATIONS	30,000.00	0.00	20,841.12	69.47	9,158.88
01-5-15-647 LICENSES	2,000.00	0.00	26,883.86	1,344.19 (	24,883.86)
01-5-15-648 IMMUNIZATIONS & PHYSICALS	1,500.00	160.00	237.00	15.80	1,263.00
01-5-15-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	0.00	33.00	0.17	19,967.00
01-5-15-686 EQUIPMENT RENTAL	12,000.00 (	1,121.85)	5,311.99	44.27	6,688.01
01-5-15-763 DEPRECIATION	7,000.00	583.00	4,664.00	66.63	2,336.00
01-5-15-860 CONSULTING SERVICES	72,500.00	7,631.71	74,481.86	102.73 (	1,981.86)
01-5-15-883 BAD ACCOUNTS	75,000.00 (	1,530.59)	9,832.29)	13.11-	84,832.29
01-5-15-886 INTEREST EXPENSE	175,000.00	1,259.70	7,140.84	4.08	167,859.16
01-5-15-887 BOND PAYING AGENT EXPENSE	1,500.00	0.00	0.00	0.00	1,500.00
01-5-15-898 CASH OVER AND SHORT	500.00	0.00 (	1,186.39)	237.28-	1,686.39
01-5-15-899 MISCELLANEOUS	0.00	328.93	736.31	0.00 (	736.31)
TOTAL ADMINISTRATION	1,090,350.00	72,644.95	670,236.42	61.47	420,113.58
 TOTAL EXPENDITURES	 14,862,285.00	 1,553,158.58	 11,953,763.16	 80.43	 2,908,521.84
 REVENUES OVER/(UNDER) EXPENDITURES	 2,466,303.00	 522,693.29 (	1,619,510.13)		 4,085,813.13

02 -CITY GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
02-101	REGIONS-COMM CTR & GOLF (0051)	17,139.62	
02-105	REGIONS-CITY GENERAL(0638)	230,034.85	
02-106	FNBEA-CITY GENERAL(9902)	3,693.82	
02-107	MISC CASH ACCOUNTS	36,372.88	
02-108	REGIONS-CITY GEN PAYROLL(5948)	6,656.07	
02-109	REGIONS-FIRE DEPT ACT833(0697)	98,587.67	
02-110	ACCOUNTS RECEIVABLE	203,967.36	
02-115	BANCORP-CITY GENERAL(0430)	509,347.45	
02-116	BANCORP-CITY GEN PAYROLL(0465)	11,434.27	
02-118	FIRST COMM-CITY GEN SAV(7010)	8,262.13	
02-120	CULTURAL CIVIC CENTER	6,213.62	
02-121	CONFINED SPACE SERVICES GRANT	73,974.72	
02-127	TAX RECEIPTS RECEIVABLE	8,778.95	
02-128	ARPA FUNDS	289.29	
02-130	DUE TO/FROM OTHER FUNDS	397,486.48	
02-139	BANCORP-OPD C & I FUND(4083)	4,318.54	
		<u>1,616,557.72</u>	
TOTAL ASSETS			<u>1,616,557.72</u>
LIABILITIES			
02-201	ACCOUNTS PAYABLE	299.87	
02-202	FEDERAL W/H PAYABLE	56.90	
02-203	SOC SECURITY W/H PAYABLE	66.19	
02-204	ARKANSAS W/H PAYABLE	16.76	
02-205	GENERAL PENSION W/H	1,648.19	
02-206	UNITED WAY W/H	55.00	
02-207	GROUP INSURANCE W/H	44.28	
02-210	FIREMENS PENSION W/H	12,392.09	
02-212	POLICE PENSION W/H	(5,594.36)	
02-213	UNEMPLOYMENT TAXES PAYABLE	(16,484.46)	
02-214	GARNISHMENTS PAYABLE	(3,513.38)	
02-222	FIREMEN'S FUND	(33,784.21)	
02-236	ACCRUED WAGES	<u>62,909.40</u>	
TOTAL LIABILITIES			<u>18,112.27</u>
EQUITY			
02-291	BEGINNING FUND BALANCE	<u>603,178.89</u>	
TOTAL BEGINNING EQUITY		603,178.89	
TOTAL REVENUE		5,032,231.87	
TOTAL EXPENSES		<u>4,036,965.31</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		995,266.56	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>1,598,445.45</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>1,616,557.72</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

02 -CITY GENERAL FUND
FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ADMINISTRATION	3,803,868.00	1,204,910.92	4,519,134.65	118.80 (	715,266.65)
POLICE DEPT	752,000.00	72,880.39	320,567.29	42.63	431,432.71
FIRE DEPT	50,000.00	41,250.65	80,192.76	160.39 (	30,192.76)
PARKS & RECREATION DEPT	95,000.00	9,195.00	74,162.77	78.07	20,837.23
GOLF COURSE FUND	55,465.00	7,174.00	37,259.40	67.18	18,205.60
HUMANE SHELTER FUND	2,500.00	170.00	915.00	36.60	1,585.00
TOTAL REVENUES	4,758,833.00	1,335,580.96	5,032,231.87	105.75 (	273,398.87)
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	597,150.00	49,710.72	437,917.72	73.33	159,232.28
POLICE DEPT	2,480,641.00	126,790.99	1,493,800.04	60.22	986,840.96
FIRE DEPT	1,278,650.00	66,238.21	835,274.63	65.32	443,375.37
PARKS & RECREATION DEPT	792,000.00	57,209.84	499,069.63	63.01	292,930.37
MUNICIPAL COURT	105,496.00 (	20,931.71)	51,640.02	48.95	53,855.98
JAIL DEPARTMENT	362,300.00	32,897.09	294,508.89	81.29	67,791.11
CODE ENFORCEMENT	326,050.00	10,328.17	123,204.49	37.79	202,845.51
GOLF COURSE FUND	264,570.00	27,863.57	192,311.68	72.69	72,258.32
HUMANE SHELTER FUND	184,250.00	15,332.98	109,238.21	59.29	75,011.79
TOTAL EXPENDITURES	6,391,107.00	365,439.86	4,036,965.31	63.17	2,354,141.69
REVENUES OVER/(UNDER) EXPENDITURES	(1,632,274.00)	970,141.10	995,266.56	(	2,627,540.56)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

02 -CITY GENERAL FUND

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
02-4-01-310 PROPERTY TAXES	625,000.00	20,289.40	470,235.93	75.24	154,764.07
02-4-01-314 GENERAL REVENUE (STATE OF ARK)	120,000.00	5,638.93	77,183.33	64.32	42,816.67
02-4-01-315 PRIVILEGE TAX -- CITY	8,000.00	35.00	85.00	1.06-	8,085.00
02-4-01-316 PILOT-FED HOUSING AUTHORITY	3,315.00	0.00	0.00	0.00	3,315.00
02-4-01-317 PILOT-PLUM POINT ENERGY STA	705,703.00	0.00	0.00	0.00	705,703.00
02-4-01-323 A & P TAX REVENUE	32,000.00	3,625.00	30,928.66	96.65	1,071.34
02-4-01-325 GAS FRANCHISE TAX	85,000.00	0.00	98,378.95	115.74 (	13,378.95)
02-4-01-328 TELEPHONE EXCISE TAX	20,000.00	0.00	6,000.00	30.00	14,000.00
02-4-01-331 CABLE FRANCHISE TAX	25,000.00	2,759.33	13,947.98	55.79	11,052.02
02-4-01-345 BUILDING PERMITS	2,000.00	84.31	10,594.90	529.75 (	8,594.90)
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	0.00	0.00 (	3,750.00)
02-4-01-390 INTEREST INCOME	500.00	45.94	491.49	98.30	8.51
02-4-01-394 COUNTY SALES TAX	1,100,000.00	155,102.24	1,073,908.56	97.63	26,091.44
02-4-01-395 MISCELLANEOUS	0.00	877,101.04	1,053,579.54	0.00 (	1,053,579.54)
02-4-01-396 GRANT INCOME	0.00	0.00	687,629.20	0.00 (	687,629.20)
02-4-01-397 CITY SALES TAX	1,050,000.00	139,629.73	972,181.64	92.59	77,818.36
02-4-01-398 RENT INCOME	31,000.00	600.00	24,159.47	77.93	6,840.53
TOTAL ADMINISTRATION	3,803,868.00	1,204,910.92	4,519,134.65	118.80 (	715,266.65)
POLICE DEPT					
02-4-02-335 FINES & FORFEITURES	300,000.00 (	13,239.61)	158,778.11	52.93	141,221.89
02-4-02-337 OPD RECEIPTS	2,000.00	0.00	0.00	0.00	2,000.00
02-4-02-338 JAIL RECEIPTS	100,000.00	0.00	75,669.18	75.67	24,330.82
02-4-02-396 GRANT INCOME	350,000.00	86,120.00	86,120.00	24.61	263,880.00
TOTAL POLICE DEPT	752,000.00	72,880.39	320,567.29	42.63	431,432.71
FIRE DEPT					
02-4-03-380 CONTRACT TRAINING RECEIPTS	0.00	4,166.00	41,660.00	0.00 (	41,660.00)
02-4-03-395 MISCELLANEOUS	0.00	0.00	1,448.11	0.00 (	1,448.11)
02-4-03-396 GRANT INCOME	50,000.00	37,084.65	37,084.65	74.17	12,915.35
TOTAL FIRE DEPT	50,000.00	41,250.65	80,192.76	160.39 (	30,192.76)
PARKS & RECREATION DEPT					
02-4-04-350 ADMISSION FEES	95,000.00	9,195.00	74,162.77	78.07	20,837.23
TOTAL PARKS & RECREATION DEPT	95,000.00	9,195.00	74,162.77	78.07	20,837.23
GOLF COURSE FUND					
02-4-18-360 GOLF COURSE MEMBERSHIP FEES	45,000.00	6,559.00	27,708.40	61.57	17,291.60
02-4-18-362 GREENS FEES	815.00	0.00	3,006.00	368.83 (	2,191.00)
02-4-18-364 CART SHED RENTALS	8,500.00	615.00	5,045.00	59.35	3,455.00
02-4-18-365 PRO SHOP SALES	1,150.00	0.00	0.00	0.00	1,150.00
02-4-18-395 MISCELLANEOUS	0.00	0.00	1,500.00	0.00 (1,500.00)
TOTAL GOLF COURSE FUND	55,465.00	7,174.00	37,259.40	67.18	18,205.60

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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
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PAGE: 3

02 -CITY GENERAL FUND

				66.67% OF FISCAL YEAR	
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
HUMANE SHELTER FUND					
02-4-19-340 ANIMAL SHELTER RECEIPTS	2,500.00	170.00	915.00	36.60	1,585.00
TOTAL HUMANE SHELTER FUND	<u>2,500.00</u>	170.00	915.00	<u>36.60</u>	1,585.00
 TOTAL REVENUES	 <u>4,758,833.00</u>	 <u>1,335,580.96</u>	 <u>5,032,231.87</u>	 <u>105.75 (</u>	 <u>273,398.87)</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

02 -CITY GENERAL FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
02-5-01-400 SALARIES	135,000.00	11,100.00	90,243.28	66.85	44,756.72
02-5-01-501 TRAVEL & PUBLIC RELATIONS	3,200.00	0.00	4,075.00	127.34 (	875.00)
02-5-01-502 PAYROLL TAX	10,800.00	811.82	6,611.08	61.21	4,188.92
02-5-01-503 GROUP INSURANCE	45,000.00	7,109.95	38,461.37	85.47	6,538.63
02-5-01-504 PENSION EXPENSE	84,000.00	3,377.43	35,960.59	42.81	48,039.41
02-5-01-510 TRAVEL & TRAINING EXPENSE	12,000.00	1,267.08	7,694.24	64.12	4,305.76
02-5-01-601 MATERIALS AND SUPPLIES	20,000.00	10,420.81	33,556.04	167.78 (	13,556.04)
02-5-01-605 OFFICE EXPENSE	15,000.00	0.00	3,423.50	22.82	11,576.50
02-5-01-607 PUBLISHING ORDINANCES & NOTICE	2,000.00	361.50	3,546.68	177.33 (	1,546.68)
02-5-01-610 TELEPHONE	3,500.00	2,307.17	4,764.41	136.13 (	1,264.41)
02-5-01-619 BUILDING EXPENSE	10,000.00	1,705.01	16,923.75	169.24 (	6,923.75)
02-5-01-620 UTILITIES	26,000.00	5,482.49	32,128.36	123.57 (	6,128.36)
02-5-01-625 RENT	500.00	0.00	0.00	0.00	500.00
02-5-01-626 A & P EXPENSES	30,000.00 (	742.20)	32,628.27	108.76 (	2,628.27)
02-5-01-630 INSURANCE	34,000.00	0.00	611.80	1.80	33,388.20
02-5-01-640 DUES, MBRSHPS & SUBSCRIPTIONS	3,500.00	27.93	4,018.27	114.81 (	518.27)
02-5-01-642 UNEMPLOYMENT BENEFIT ASSMT	0.00	0.00	180.00	0.00 (	180.00)
02-5-01-644 LEGAL EXPENSES	20,000.00	0.00	8,875.00	44.38	11,125.00
02-5-01-645 ADV, PROMOTIONS & DONATIONS	6,000.00	0.00	2,348.30	39.14	3,651.70
02-5-01-647 LICENSES	250.00	0.00	0.00	0.00	250.00
02-5-01-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	310.72	0.00 (	310.72)
02-5-01-650 REPAIRS & MAINTENANCE - VEH &	0.00	57.45	57.45	0.00 (	57.45)
02-5-01-651 OPERATING EXPENSES - VEHICLES	1,200.00	0.00	59,052.75	4,921.06 (	57,852.75)
02-5-01-700 EQUIPMENT PURCHASES	0.00	0.00	320.42	0.00 (	320.42)
02-5-01-750 ROSENWALD BLDG EXPENSE	7,500.00	1,567.48	6,084.53	81.13	1,415.47
02-5-01-751 SR. CITIZEN BLDG EXPENSE	5,000.00	624.81	14,091.05	281.82 (	9,091.05)
02-5-01-752 SCOUT HUT EXPENSE	5,000.00	0.00	11,348.00	226.96 (	6,348.00)
02-5-01-753 COSTON BLDG EXP	30,000.00	0.00	434.66	1.45	29,565.34
02-5-01-801 PLANNING COMMISSION EXPENSE	200.00	0.00	313.75	156.88 (	113.75)
02-5-01-860 CONSULTING SERVICES	87,500.00	0.00	979.00	1.12	86,521.00
02-5-01-861 INDUSTRIAL INCENTIVES	0.00	3,000.00	9,000.00	0.00 (	9,000.00)
02-5-01-886 INTEREST EXPENSE	0.00	0.00 (	155.25)	0.00	155.25
02-5-01-898 ABANDONED/CONDEMNED PROP EXP	0.00	0.00	8,293.38	0.00 (	8,293.38)
02-5-01-899 MISCELLANEOUS	0.00	1,231.99	1,637.32	0.00 (	1,637.32)
02-5-01-903 TRANSFERS OUT	0.00	0.00	100.00	0.00 (	100.00)
TOTAL ADMINISTRATION	597,150.00	49,710.72	437,917.72	73.33	159,232.28
POLICE DEPT					
02-5-02-400 SALARIES	1,605,000.00	103,771.26	986,771.22	61.48	618,228.78
02-5-02-414 SALARIES-GRANT/OPD	(60,000.00)	0.00	0.00	0.00 (	60,000.00)
02-5-02-426 AUXILIARY POLICE	2,000.00	52.56	2,983.31	149.17 (	983.31)
02-5-02-502 PAYROLL TAX	128,400.00	7,737.34	74,028.02	57.65	54,371.98
02-5-02-503 GROUP INSURANCE	135,000.00	7,616.90	67,686.00	50.14	67,314.00
02-5-02-504 PENSION EXPENSE	244,541.00 (	19,963.64)	152,073.03	62.19	92,467.97
02-5-02-510 TRAVEL & TRAINING EXPENSE	15,000.00	928.42	6,182.03	41.21	8,817.97
02-5-02-515 SAFETY SUPPLIES	0.00	0.00	1,144.05	0.00 (	1,144.05)
02-5-02-550 EMPLOYEE RELATIONS	0.00	0.00	189.75	0.00 (189.75)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
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02 -CITY GENERAL FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-02-580 UNIFORM EXPENSE	12,000.00	2,308.88	18,636.65	155.31 (	6,636.65)
02-5-02-581 UNIFORM LAUNDRY	2,500.00	0.00	0.00	0.00	2,500.00
02-5-02-601 MATERIALS AND SUPPLIES	30,000.00	909.53	44,912.12	149.71 (	14,912.12)
02-5-02-610 TELEPHONE	35,000.00	3,370.61	27,107.63	77.45	7,892.37
02-5-02-619 BUILDING EXPENSE	2,000.00	0.00	662.74	33.14	1,337.26
02-5-02-620 UTILITIES	9,200.00	672.17	4,943.97	53.74	4,256.03
02-5-02-630 INSURANCE	50,000.00	0.00	17,456.40	34.91	32,543.60
02-5-02-640 DUES, MBRSHPS & SUBSCRIPTIONS	27,500.00	92.75	4,887.35	17.77	22,612.65
02-5-02-648 IMMUNIZATIONS & PHYSICALS	2,500.00	333.86	4,123.89	164.96 (	1,623.89)
02-5-02-650 REPAIRS & MAINTENANCE - VEH &	10,000.00	9,682.28	21,076.66	210.77 (	11,076.66)
02-5-02-651 OPERATING EXPENSES - VEHICLES	55,000.00	1,278.07	47,624.30	86.59	7,375.70
02-5-02-686 EQUIPMENT RENTAL	0.00	0.00	99.00	0.00 (	99.00)
02-5-02-700 EQUIPMENT PURCHASES	175,000.00	0.00	2,827.12	1.62	172,172.88
02-5-02-860 CONSULTING SERVICES	0.00	8,000.00	8,000.00	0.00 (	8,000.00)
02-5-02-899 MISCELLANEOUS	0.00	0.00	384.80	0.00 (	384.80)
TOTAL POLICE DEPT	2,480,641.00	126,790.99	1,493,800.04	60.22	986,840.96
FIRE DEPT					
02-5-03-400 SALARIES	850,000.00	67,569.97	551,269.13	64.86	298,730.87
02-5-03-427 FIRE SCRIPT-REDEEMED	9,000.00	1,442.00	10,855.00	120.61 (	1,855.00)
02-5-03-502 PAYROLL TAX	17,000.00	1,214.15	10,158.81	59.76	6,841.19
02-5-03-503 GROUP INSURANCE	72,000.00	4,417.81	30,562.39	42.45	41,437.61
02-5-03-504 PENSION EXPENSE	128,000.00 (	15,303.04)	99,514.29	77.75	28,485.71
02-5-03-510 TRAVEL & TRAINING EXPENSE	3,000.00	0.00	2,857.17	95.24	142.83
02-5-03-515 SAFETY SUPPLIES	1,000.00	66.00	561.30	56.13	438.70
02-5-03-580 UNIFORM EXPENSE	6,750.00	72.42	6,129.22	90.80	620.78
02-5-03-601 MATERIALS AND SUPPLIES	20,000.00	2,527.89	27,052.10	135.26 (	7,052.10)
02-5-03-610 TELEPHONE	20,000.00	631.46	6,057.79	30.29	13,942.21
02-5-03-619 BUILDING EXPENSE	7,000.00	66.37	2,037.78	29.11	4,962.22
02-5-03-620 UTILITIES	8,500.00	709.91	10,975.37	129.12 (	2,475.37)
02-5-03-630 INSURANCE	50,000.00	0.00	17,107.20	34.21	32,892.80
02-5-03-640 DUES, MBRSHPS & SUBSCRIPTIONS	400.00	0.00	260.10	65.03	139.90
02-5-03-648 IMMUNIZATIONS & PHYSICALS	1,000.00	32.00	2,029.59	202.96 (	1,029.59)
02-5-03-650 REPAIRS & MAINTENANCE - VEH &	22,000.00	1,014.44	11,298.55	51.36	10,701.45
02-5-03-651 OPERATING EXPENSES - VEHICLES	16,000.00	0.00	13,531.17	84.57	2,468.83
02-5-03-686 EQUIPMENT RENTAL	22,000.00	61.98	9,951.49	45.23	12,048.51
02-5-03-700 EQUIPMENT PURCHASES	25,000.00	1,714.85	23,066.18	92.26	1,933.82
TOTAL FIRE DEPT	1,278,650.00	66,238.21	835,274.63	65.32	443,375.37
PARKS & RECREATION DEPT					
02-5-04-400 SALARIES	375,000.00	28,635.99	249,044.36	66.41	125,955.64
02-5-04-435 SUMMER WORKERS	17,500.00	0.00	0.00	0.00	17,500.00
02-5-04-455 TEMP SERVICE WAGES	10,000.00	3,696.00	12,504.80	125.05 (	2,504.80)
02-5-04-502 PAYROLL TAX	30,000.00	2,079.71	18,108.68	60.36	11,891.32
02-5-04-503 GROUP INSURANCE	30,000.00	2,903.27	20,560.93	68.54	9,439.07
02-5-04-504 PENSION EXPENSE	5,000.00	469.16	3,974.18	79.48	1,025.82
02-5-04-510 TRAVEL & TRAINING EXPENSE	12,000.00	0.00	0.00	0.00	12,000.00
02-5-04-515 SAFETY SUPPLIES	3,000.00	0.00	1,711.58	57.05	1,288.42
02-5-04-601 MATERIALS AND SUPPLIES	88,000.00	3,253.41	59,937.51	68.11	28,062.49
02-5-04-610 TELEPHONE	7,000.00	162.82	1,971.07	28.16	5,028.93

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

02 -CITY GENERAL FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-04-619 BUILDING EXPENSE	25,000.00	95.00	19,442.51	77.77	5,557.49
02-5-04-620 UTILITIES	35,500.00	4,004.91	22,049.14	62.11	13,450.86
02-5-04-630 INSURANCE	10,000.00	0.00	3,361.80	33.62	6,638.20
02-5-04-640 DUES, MBRSHPS & SUBSCRIPTIONS	1,000.00	0.00	353.75	35.38	646.25
02-5-04-645 ADV, PROMOTIONS & DONATIONS	2,000.00	0.00	0.00	0.00	2,000.00
02-5-04-647 LICENSES	2,000.00	0.00	0.00	0.00	2,000.00
02-5-04-648 IMMUNIZATIONS & PHYSICALS	500.00	0.00	199.00	39.80	301.00
02-5-04-650 REPAIRS & MAINTENANCE - VEH &	12,000.00	3,549.26	19,558.25	162.99 (	7,558.25)
02-5-04-651 OPERATING EXPENSES - VEHICLES	7,500.00	1,225.55	12,442.95	165.91 (	4,942.95)
02-5-04-686 EQUIPMENT RENTAL	0.00	1,036.36	4,128.76	0.00 (	4,128.76)
02-5-04-700 EQUIPMENT PURCHASES	34,000.00	0.00	0.00	0.00	34,000.00
02-5-04-725 ATHLETIC EQUIPMENT	45,000.00	246.39	24,482.63	54.41	20,517.37
02-5-04-895 CAPITAL LEASE PAYMENTS	40,000.00	5,852.01	25,237.73	63.09	14,762.27
TOTAL PARKS & RECREATION DEPT	792,000.00	57,209.84	499,069.63	63.01	292,930.37
<u>MUNICIPAL COURT</u>					
02-5-05-421 JUDGE'S SALARY	30,000.00	0.00	17,106.25	57.02	12,893.75
02-5-05-422 CLERK'S SALARY	111,638.00	5,695.38	64,864.63	58.10	46,773.37
02-5-05-502 PAYROLL TAX	6,358.00	405.64	4,661.73	73.32	1,696.27
02-5-05-503 GROUP INSURANCE	5,000.00	635.04	5,789.05	115.78 (	789.05)
02-5-05-504 PENSION EXPENSE	7,000.00	0.00	0.00	0.00	7,000.00
02-5-05-510 TRAVEL & TRAINING EXPENSE	500.00	0.00	678.19	135.64 (	178.19)
02-5-05-601 MATERIALS AND SUPPLIES	5,000.00	292.44	2,154.80	43.10	2,845.20
02-5-05-620 UTILITIES	2,500.00	0.00	0.00	0.00	2,500.00
02-5-05-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	82.50	307.50	0.00 (	307.50)
02-5-05-899 MISCELLANEOUS	(62,500.00)	(28,042.71)	(43,922.13)	70.28 (	18,577.87)
TOTAL MUNICIPAL COURT	105,496.00	(20,931.71)	51,640.02	48.95	53,855.98
<u>JAIL DEPARTMENT</u>					
02-5-11-400 SALARIES	160,000.00	11,465.47	109,682.61	68.55	50,317.39
02-5-11-455 TEMP SERVICE WAGES	50,000.00	5,408.12	37,568.07	75.14	12,431.93
02-5-11-502 PAYROLL TAX	12,800.00	862.48	8,147.51	63.65	4,652.49
02-5-11-503 GROUP INSURANCE	15,000.00	2,386.38	19,181.17	127.87 (	4,181.17)
02-5-11-504 PENSION EXPENSE	1,250.00	225.31	1,946.39	155.71 (	696.39)
02-5-11-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	939.98	47.00	1,060.02
02-5-11-580 UNIFORM EXPENSE	1,000.00	0.00	221.24	22.12	778.76
02-5-11-601 MATERIALS AND SUPPLIES	40,000.00	6,999.91	79,844.60	199.61 (	39,844.60)
02-5-11-619 BUILDING EXPENSE	33,000.00	1,039.22	11,977.27	36.29	21,022.73
02-5-11-620 UTILITIES	20,800.00	407.44	6,560.54	31.54	14,239.46
02-5-11-630 INSURANCE	200.00	0.00	160.05	80.03	39.95
02-5-11-648 IMMUNIZATIONS & PHYSICALS	1,000.00	245.00	1,145.68	114.57 (	145.68)
02-5-11-650 REPAIRS & MAINTENANCE - VEH &	0.00	0.00	5.49	0.00 (	5.49)
02-5-11-655 JAIL MAINTENANCE FUND	25,000.00	3,857.76	16,718.76	66.88	8,281.24
02-5-11-659 INMATE MEDICAL	250.00	0.00	0.00	0.00	250.00
02-5-11-686 EQUIPMENT RENTAL	0.00	0.00	409.53	0.00 (	409.53)
TOTAL JAIL DEPARTMENT	362,300.00	32,897.09	294,508.89	81.29	67,791.11
<u>CODE ENFORCEMENT</u>					
02-5-17-400 SALARIES	110,000.00	6,324.63	70,439.23	64.04	39,560.77
02-5-17-455 TEMP SERVICE WAGES	15,000.00	0.00	616.00	4.11	14,384.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

02 -CITY GENERAL FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-17-502 PAYROLL TAX	8,800.00	459.74	5,002.68	56.85	3,797.32
02-5-17-503 GROUP INSURANCE	7,000.00	1,220.48	5,924.97	84.64	1,075.03
02-5-17-510 TRAVEL & TRAINING EXPENSE	5,000.00	0.00	0.00	0.00	5,000.00
02-5-17-601 MATERIALS AND SUPPLIES	5,250.00	962.41	21,383.74	407.31 (	16,133.74)
02-5-17-650 REPAIRS & MAINTENANCE - VEH &	0.00	1,317.00	3,922.90	0.00 (	3,922.90)
02-5-17-651 OPERATING EXPENSES- VEHICLES	10,000.00	43.91	5,174.75	51.75	4,825.25
02-5-17-700 EQUIPMENT PURCHASES	0.00	0.00	10,246.47	0.00 (	10,246.47)
02-5-17-899 MISCELLANEOUS	165,000.00	0.00	493.75	0.30	164,506.25
TOTAL CODE ENFORCEMENT	326,050.00	10,328.17	123,204.49	37.79	202,845.51
 GOLF COURSE FUND					
02-5-18-400 SALARIES	95,000.00	8,245.81	66,850.19	70.37	28,149.81
02-5-18-455 TEMP SERVICE WAGES	25,000.00	3,341.80	24,640.00	98.56	360.00
02-5-18-502 PAYROLL TAX	7,600.00	617.98	5,005.07	65.86	2,594.93
02-5-18-503 GROUP INSURANCE	15,000.00	717.22	5,378.64	35.86	9,621.36
02-5-18-504 PENSION EXPENSE	3,270.00	293.76	2,587.86	79.14	682.14
02-5-18-515 SAFETY SUPPLIES	3,500.00	0.00	0.00	0.00	3,500.00
02-5-18-601 MATERIALS AND SUPPLIES	40,000.00	2,609.94	43,219.01	108.05 (	3,219.01)
02-5-18-610 TELEPHONE	5,000.00	162.82	1,718.32	34.37	3,281.68
02-5-18-619 BUILDING EXPENSE	0.00	475.20	2,342.47	0.00 (	2,342.47)
02-5-18-620 UTILITIES	5,700.00	398.21	3,599.46	63.15	2,100.54
02-5-18-630 INSURANCE	6,000.00	0.00	530.35	8.84	5,469.65
02-5-18-650 REPAIRS & MAINTENANCE - VEH &	12,500.00	3,146.10	12,543.97	100.35 (	43.97)
02-5-18-651 OPERATING EXPENSES - VEHICLES	5,500.00	3,202.06	10,023.26	182.24 (	4,523.26)
02-5-18-686 EQUIPMENT RENTAL	500.00	110.00	660.00	132.00 (	160.00)
02-5-18-700 EQUIPMENT PURCHASES	5,000.00	0.00	0.00	0.00	5,000.00
02-5-18-895 CAPITAL LEASE PAYMENTS	35,000.00	4,542.67	13,213.08	37.75	21,786.92
TOTAL GOLF COURSE FUND	264,570.00	27,863.57	192,311.68	72.69	72,258.32
 HUMANE SHELTER FUND					
02-5-19-400 SALARIES	80,000.00	7,705.93	47,488.32	59.36	32,511.68
02-5-19-455 TEMP SERVICE WAGES	15,000.00	0.00	19,982.69	133.22 (	4,982.69)
02-5-19-502 PAYROLL TAX	6,400.00	583.09	3,578.34	55.91	2,821.66
02-5-19-503 GROUP INSURANCE	6,000.00	356.71	2,715.11	45.25	3,284.89
02-5-19-504 PENSION EXPENSE	1,250.00	102.44	768.30	61.46	481.70
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	0.00	0.00	0.00	200.00
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	3,235.43	14,593.23	72.97	5,406.77
02-5-19-610 TELEPHONE	9,800.00	325.64	2,919.61	29.79	6,880.39
02-5-19-611 VET BILLS	7,500.00	443.00	5,888.00	78.51	1,612.00
02-5-19-619 BUILDING EXPENSE	2,500.00	874.64	4,240.97	169.64 (	1,740.97)
02-5-19-620 UTILITIES	3,600.00	710.10	2,504.31	69.56	1,095.69
02-5-19-630 INSURANCE	1,500.00	0.00	331.00	22.07	1,169.00
02-5-19-648 IMMUNIZATIONS & PHYSICALS	250.00	32.00	32.00	12.80	218.00
02-5-19-650 REPAIRS & MAINTENANCE - VEH &	1,500.00	145.10	692.30	46.15	807.70
02-5-19-651 OPERATING EXPENSES - VEHICLES	3,000.00	818.90	2,943.43	98.11	56.57
02-5-19-700 EQUIPMENT PURCHASES	25,000.00	0.00	548.90	2.20	24,451.10
02-5-19-840 Disposal	0.00	0.00	11.70	0.00 (11.70)
TOTAL HUMANE SHELTER FUND	184,250.00	15,332.98	109,238.21	59.29	75,011.79

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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
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02 -CITY GENERAL FUND

	66.67% OF FISCAL YEAR				
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	6,391,107.00	365,439.86	4,036,965.31	63.17	2,354,141.69
REVENUES OVER/(UNDER) EXPENDITURES	(1,632,274.00)	970,141.10	995,266.56		(2,627,540.56)

CITY OF OSCEOLA
BALANCE SHEET
AS OF: AUGUST 31ST, 2022

03 -STREET FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
03-106	FNBEA-STREET FUND(9910)	136.70
03-115	BANCORP-STREET FUND(0449)	128,248.11
03-130	DUE TO/FROM OTHER FUNDS	(305,185.00)
		(176,800.19)
TOTAL ASSETS		(176,800.19)
<u>LIABILITIES</u>		
03-201	ACCOUNTS PAYABLE	5,725.55
03-236	ACCRUED WAGES	6,716.96
	TOTAL LIABILITIES	12,442.51
<u>EQUITY</u>		
03-291	BEGINNING FUND BALANCE	(46,711.54)
	TOTAL BEGINNING EQUITY	(46,711.54)
TOTAL REVENUE		397,357.04
TOTAL EXPENSES		539,888.20
TOTAL REVENUE OVER/(UNDER) EXPENSES		(142,531.16)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(189,242.70)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(176,800.19)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

03 -STREET FUND
FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
STREET DEPT	<u>550,040.00</u>	<u>53,229.18</u>	<u>397,357.04</u>	<u>72.24</u>	<u>152,682.96</u>
TOTAL REVENUES	<u>550,040.00</u>	<u>53,229.18</u>	<u>397,357.04</u>	<u>72.24</u>	<u>152,682.96</u>
<u>EXPENDITURE SUMMARY</u>					
STREET DEPT	<u>1,162,550.00</u>	<u>55,932.30</u>	<u>539,888.20</u>	<u>46.44</u>	<u>622,661.80</u>
TOTAL EXPENDITURES	<u>1,162,550.00</u>	<u>55,932.30</u>	<u>539,888.20</u>	<u>46.44</u>	<u>622,661.80</u>
REVENUES OVER/(UNDER) EXPENDITURES	(612,510.00)	(2,703.12)	(142,531.16)		(469,978.84)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

03 -STREET FUND

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
STREET DEPT					
03-4-06-386 STREET REVENUE TURNBACK	550,000.00	53,224.65	396,506.01	72.09	153,493.99
03-4-06-390 INTEREST INCOME	40.00	4.53	28.93	72.33	11.07
03-4-06-395 MISCELLANEOUS	0.00	0.00	822.10	0.00	(822.10)
TOTAL STREET DEPT	<u>550,040.00</u>	53,229.18	<u>397,357.04</u>	72.24	<u>152,682.96</u>
 TOTAL REVENUES	 <u>550,040.00</u>	 <u>53,229.18</u>	 <u>397,357.04</u>	 <u>72.24</u>	 <u>152,682.96</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

03 -STREET FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
STREET DEPT					
03-5-06-441 WAGES-STREET EMPLOYEES	410,000.00	29,364.67	234,717.29	57.25	175,282.71
03-5-06-455 TEMP SERVICES WAGES	50,000.00	5,657.40	95,680.69	191.36 (	45,680.69)
03-5-06-502 PAYROLL TAX	32,800.00	2,183.81	17,385.44	53.00	15,414.56
03-5-06-503 GROUP INSURANCE	60,000.00	2,925.04	21,477.18	35.80	38,522.82
03-5-06-504 PENSION EXPENSE	9,400.00	577.08	4,916.14	52.30	4,483.86
03-5-06-510 TRAVEL & TRAINING EXPENSE	2,000.00	30.00	205.00	10.25	1,795.00
03-5-06-515 SAFETY SUPPLIES	2,500.00	0.00	1,701.40	68.06	798.60
03-5-06-580 UNIFORM EXPENSE	3,200.00 (	24.00)	15,013.93	469.19 (	11,813.93)
03-5-06-601 MATERIALS AND SUPPLIES	20,000.00	520.05	13,376.60	66.88	6,623.40
03-5-06-610 TELEPHONE	7,000.00	162.82	2,947.24	42.10	4,052.76
03-5-06-619 BUILDING EXPENSE	10,000.00	0.00	2,319.47	23.19	7,680.53
03-5-06-620 UTILITIES	2,900.00	794.71	4,279.04	147.55 (	1,379.04)
03-5-06-630 INSURANCE	30,000.00	0.00	7,978.50	26.60	22,021.50
03-5-06-640 DUES, MBRSHPS & SUBSCRIPTIONS	250.00	0.00	1,108.60	443.44 (	858.60)
03-5-06-645 ADV, PROMOTIONS & DONATIONS	0.00	616.00	616.00	0.00 (	616.00)
03-5-06-647 LICENSES	0.00	0.00	130.63	0.00 (	130.63)
03-5-06-648 IMMUNIZATIONS & PHYSICALS	1,000.00	32.00	169.00	16.90	831.00
03-5-06-650 REPAIRS & MAINTENANCE - VEH &	50,000.00	9,660.00	41,135.97	82.27	8,864.03
03-5-06-651 OPERATING EXPENSES - VEHICLES	65,000.00	643.71	45,526.38	70.04	19,473.62
03-5-06-686 EQUIPMENT RENTAL	0.00	0.00	1,173.58	0.00 (	1,173.58)
03-5-06-700 EQUIPMENT PURCHASES	56,000.00	0.00	3,327.49	5.94	52,672.51
03-5-06-750 ASPHALT	2,500.00	0.00	294.82	11.79	2,205.18
03-5-06-751 GRAVEL	1,000.00	0.00	385.00	38.50	615.00
03-5-06-752 CULVERTS & DRAINS, ETC.	1,500.00	0.00	2,355.76	157.05 (	855.76)
03-5-06-753 STREET-REPAIR CONTRACT	200,000.00	0.00	0.00	0.00	200,000.00
03-5-06-755 STREET PAINTING	500.00	0.00	0.00	0.00	500.00
03-5-06-756 SIGNS	2,500.00	0.00	0.00	0.00	2,500.00
03-5-06-840 DUMPING-DISPOSAL	87,500.00	2,789.01	21,142.05	24.16	66,357.95
03-5-06-895 CAPITAL LEASE PAYMENTS	45,000.00	0.00	0.00	0.00	45,000.00
03-5-06-899 MISCELLANEOUS	10,000.00	0.00	525.00	5.25	9,475.00
TOTAL STREET DEPT	1,162,550.00	55,932.30	539,888.20	46.44	622,661.80
TOTAL EXPENDITURES	1,162,550.00	55,932.30	539,888.20	46.44	622,661.80
REVENUES OVER/(UNDER) EXPENDITURES	(612,510.00) (	2,703.12) (	142,531.16)	(	469,978.84)

04 -SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
04-106	FNBEA-SANITATION FUND(9929)	2,321.92	
04-107	FNBEA SANITATION	200.00	
04-114	PREPAID INSURANCE	2,876.00	
04-115	BANCORP-SANITATION FUND(9951)	21,972.58	
04-130	DUE TO/FROM OTHER FUNDS	(172,673.36)	
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	(2,605,715.88)	
		<u>1,126,176.30</u>	
TOTAL ASSETS			<u>1,126,176.30</u>
<u>LIABILITIES</u>			
04-201	ACCOUNTS PAYABLE	26,526.27	
04-232	COMPENSATED ABSENCES	7,973.24	
04-236	ACCRUED WAGES	5,243.65	
04-241	ACCRUED INTEREST PAYABLE	728.80	
04-263	N/P BCS COMM L GARBAGE TRUCK	121,305.61	
04-267	N/P BCS KNUCKLEBOOM TRUCK	55,623.91	
04-269	N/P BCS COMM L ROLL-OFF	54,436.39	
04-270	N/P BCS RESIDNTL GARBAGE TRUCK	<u>98,014.92</u>	
	TOTAL LIABILITIES		<u>369,852.79</u>
<u>EQUITY</u>			
04-290	RETAINED EARNINGS	888,476.37	
	TOTAL BEGINNING EQUITY	888,476.37	
TOTAL REVENUE		636,924.41	
TOTAL EXPENSES		769,077.27	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(132,152.86)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>756,323.51</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>1,126,176.30</u>

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CITY OF OSCEOLA
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04 -SANITATION FUND
FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SANITATION	850,050.00	71,770.71	563,233.33	66.26	286,816.67
PEST CONTROL FUND	<u>108,000.00</u>	<u>9,310.35</u>	<u>73,691.08</u>	<u>68.23</u>	<u>34,308.92</u>
TOTAL REVENUES	<u>958,050.00</u>	<u>81,081.06</u>	<u>636,924.41</u>	<u>66.48</u>	<u>321,125.59</u>
<u>EXPENDITURE SUMMARY</u>					
SANITATION	985,600.00	77,773.97	706,073.62	71.64	279,526.38
COMPOSTING DEPT	5,500.00	0.00	0.00	0.00	5,500.00
PEST CONTROL FUND	<u>90,500.00</u>	<u>7,875.45</u>	<u>63,003.65</u>	<u>69.62</u>	<u>27,496.35</u>
TOTAL EXPENDITURES	<u>1,081,600.00</u>	<u>85,649.42</u>	<u>769,077.27</u>	<u>71.11</u>	<u>312,522.73</u>
REVENUES OVER/(UNDER) EXPENDITURES	(123,550.00)	(4,568.36)	(132,152.86)		8,602.86

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

04 -SANITATION FUND

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION</u>					
04-4-07-300 SALES	850,000.00	71,768.90	562,868.68	66.22	287,131.32
04-4-07-322 DEBRIS REMOVAL	0.00	0.00	350.00	0.00	350.00
04-4-07-390 INTEREST INCOME	50.00	1.81	14.65	29.30	35.35
TOTAL SANITATION	850,050.00	71,770.71	563,233.33	66.26	286,816.67
<u>COMPOSTING DEPT</u>					
<u>PEST CONTROL FUND</u>					
04-4-20-300 SALES	108,000.00	9,310.35	73,691.08	68.23	34,308.92
TOTAL PEST CONTROL FUND	108,000.00	9,310.35	73,691.08	68.23	34,308.92
 TOTAL REVENUES	 958,050.00	 81,081.06	 636,924.41	 66.48	 321,125.59

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

04 -SANITATION FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SANITATION					
04-5-07-451 WAGES-GARBAGE COLLECTIONS	320,000.00	26,818.73	226,118.07	70.66	93,881.93
04-5-07-455 TEMP SERVICE WAGES	45,000.00	3,649.80	39,939.90	88.76	5,060.10
04-5-07-502 PAYROLL TAX	25,600.00	1,985.25	16,715.87	65.30	8,884.13
04-5-07-503 GROUP INSURANCE	35,000.00	1,168.81	16,109.72	46.03	18,890.28
04-5-07-504 PENSION EXPENSE	10,500.00	851.84	7,301.70	69.54	3,198.30
04-5-07-510 TRAVEL & TRAINING EXPENSE	750.00	0.00	0.00	0.00	750.00
04-5-07-515 SAFETY SUPPLIES	5,000.00	0.00	1,886.60	37.73	3,113.40
04-5-07-580 UNIFORM EXPENSE	5,000.00 (	48.00)	8,066.43	161.33 (	3,066.43)
04-5-07-601 MATERIALS AND SUPPLIES	31,000.00	526.68	6,450.96	20.81	24,549.04
04-5-07-610 TELEPHONE	4,500.00	162.81	1,340.28	29.78	3,159.72
04-5-07-619 BUILDING EXPENSE	4,000.00	310.70	5,835.99	145.90 (	1,835.99)
04-5-07-620 UTILITIES	2,500.00	274.40	931.17	37.25	1,568.83
04-5-07-630 INSURANCE	22,500.00	0.00	13,074.95	58.11	9,425.05
04-5-07-642 GARBAGE BAGS	20,000.00 (	1,660.00)	10,820.00)	54.10-	30,820.00
04-5-07-647 LICENSES	1,000.00	625.00	1,327.00	132.70 (	327.00)
04-5-07-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	135.00	54.00	115.00
04-5-07-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	9,324.45	39,455.42	197.28 (	19,455.42)
04-5-07-651 OPERATING EXPENSES - VEHICLES	45,000.00	64.76	37,345.46	82.99	7,654.54
04-5-07-686 EQUIPMENT RENTAL	0.00	0.00	1,287.12	0.00 (	1,287.12)
04-5-07-700 EQUIPMENT PURCHASES	0.00	0.00	2,165.51	0.00 (	2,165.51)
04-5-07-764 DEPRECIATION EXPENSE	198,000.00	16,500.00	132,000.00	66.67	66,000.00
04-5-07-840 DUMPING-DISPOSAL	175,000.00	17,218.74	132,664.20	75.81	42,335.80
04-5-07-886 INTEREST EXPENSE	15,000.00	0.00	17,299.01	115.33 (	2,299.01)
04-5-07-895 CAPITAL LEASE PAYMENTS	0.00	0.00	8,693.26	0.00 (	8,693.26)
04-5-07-899 MISCELLANEOUS	0.00	0.00	750.00	0.00 (	750.00)
TOTAL SANITATION	985,600.00	77,773.97	706,073.62	71.64	279,526.38
COMPOSTING DEPT					
04-5-10-601 MATERIALS AND SUPPLIES	250.00	0.00	0.00	0.00	250.00
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	0.00	0.00	250.00
TOTAL COMPOSTING DEPT	5,500.00	0.00	0.00	0.00	5,500.00
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	90,000.00	7,875.45	63,003.65	70.00	26,996.35
TOTAL PEST CONTROL FUND	90,500.00	7,875.45	63,003.65	69.62	27,496.35
TOTAL EXPENDITURES	1,081,600.00	85,649.42	769,077.27	71.11	312,522.73
REVENUES OVER/(UNDER) EXPENDITURES					
	(123,550.00) (	4,568.36) (	132,152.86)		8,602.86

05 -AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
<u>=====</u>			
05-101	REGIONS-AIRPORT OPERATING(680)	9,672.33	
05-105	BANCORE-AIRPORT GRANT(6248)	64,406.47	
05-123	AR-OTHER	398,750.00	
05-130	DUE TO/FROM OTHER FUNDS	(16,735.32)	
			456,093.48
TOTAL ASSETS			<u>456,093.48</u>
<u>LIABILITIES</u>			
<u>=====</u>			
05-201	ACCOUNTS PAYABLE	452,954.48	
05-220	DUE TO OTHER FUNDS	(23,792.67)	
	TOTAL LIABILITIES		429,161.81
<u>EQUITY</u>			
<u>=====</u>			
05-291	BEGINNING FUND BALANCE	(3,681.12)	
	TOTAL BEGINNING EQUITY	(3,681.12)	
TOTAL REVENUE			91,752.12
TOTAL EXPENSES			61,139.33
TOTAL REVENUE OVER/(UNDER) EXPENSES			30,612.79
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			26,931.67
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>456,093.48</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

05 -AIRPORT FUND
FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
AIRPORT	<u>0.00</u>	<u>3.38</u>	<u>91,752.12</u>	0.00 (	<u>91,752.12)</u>
TOTAL REVENUES	<u>0.00</u>	<u>3.38</u>	<u>91,752.12</u>	0.00 (	<u>91,752.12)</u>
<u>EXPENDITURE SUMMARY</u>					
AIRPORT	<u>11,000.00</u>	<u>58,748.34</u>	<u>61,139.33</u>	555.81 (	<u>50,139.33)</u>
TOTAL EXPENDITURES	<u>11,000.00</u>	<u>58,748.34</u>	<u>61,139.33</u>	555.81 (	<u>50,139.33)</u>
REVENUES OVER/(UNDER) EXPENDITURES	(11,000.00)	(58,744.96)	30,612.79	(	41,612.79)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

05 -AIRPORT FUND

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>AIRPORT</u>					
05-4-09-390 INTEREST INCOME	0.00	3.38	15.68	0.00 (	15.68)
05-4-09-391 RENTAL INCOME	0.00	0.00	7,000.00	0.00 (	7,000.00)
05-4-09-395 MISCELLANEOUS	0.00	0.00	5,432.92	0.00 (	5,432.92)
05-4-09-396 GRANT INCOME	0.00	0.00	79,303.52	0.00 (	79,303.52)
TOTAL AIRPORT	0.00	3.38	91,752.12	0.00 (	91,752.12)
<hr/>					
TOTAL REVENUES	0.00	3.38	91,752.12	0.00 (	91,752.12)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

05 -AIRPORT FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>AIRPORT</u>					
05-5-09-503 GROUP INSURANCE	0.00	0.00	14.98	0.00 (	14.98)
05-5-09-601 MATERIALS AND SUPPLIES	0.00	38.35	1,999.33	0.00 (	1,999.33)
05-5-09-619 BUILDING EXPENSE	10,500.00	58,697.50	58,697.50	559.02 (	48,197.50)
05-5-09-620 UTILITIES	0.00	12.49	427.52	0.00 (	427.52)
05-5-09-630 INSURANCE	500.00	0.00	0.00	0.00	<u>500.00</u>
TOTAL AIRPORT	11,000.00	58,748.34	61,139.33	555.81 (	<u>50,139.33)</u>
 TOTAL EXPENDITURES	 11,000.00	 58,748.34	 61,139.33	 555.81 (<u>50,139.33)</u>
 REVENUES OVER/(UNDER) EXPENDITURES	 (11,000.00)	 (58,744.96)	 30,612.79	 (41,612.79)

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CITY OF OSCEOLA
BALANCE SHEET
AS OF: AUGUST 31ST, 2022

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07 -FIREMEN'S PENSION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
<u>=====</u>			
07-115	BANCORP-FIRE PENSION(6557)	22,117.95	
07-130	DUE TO/FROM OTHER FUNDS	(47,250.00)	
07-158	CHARLES SCHWAB	<u>3,121,329.95</u>	
			<u>3,096,197.90</u>
TOTAL ASSETS			<u>3,096,197.90</u>
<u>=====</u>			
LIABILITIES			
<u>=====</u>			
EQUITY			
<u>=====</u>			
07-292	RESERVE FOR RETIREMENT BENEFIT	<u>3,228,277.88</u>	
	TOTAL BEGINNING EQUITY	3,228,277.88	
TOTAL REVENUE		54,290.18	
TOTAL EXPENSES		186,370.16	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(132,079.98)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,096,197.90</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>3,096,197.90</u>
			<u>=====</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

07 -FIREMEN'S PENSION FUND
FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
FIREMEN'S PENSION	0.00	1.74	54,290.18	0.00 (	54,290.18)
TOTAL REVENUES	0.00	1.74	54,290.18	0.00 (	54,290.18)
<u>EXPENDITURE SUMMARY</u>					
FIREMEN'S PENSION	0.00	20,670.91	186,370.16	0.00 (	186,370.16)
TOTAL EXPENDITURES	0.00	20,670.91	186,370.16	0.00 (	186,370.16)
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	20,669.17)	(132,079.98)		132,079.98

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

07 -FIREMEN'S PENSION FUND

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FIREMEN'S PENSION					
07-4-17-379 FUTURE SUPPLEMENT FIRE	0.00	0.00	20,485.95	0.00 (	20,485.95)
07-4-17-387 MILLAGE TAX ALLOCATION	0.00	0.00	33,784.21	0.00 (	33,784.21)
07-4-17-390 INTEREST INCOME	0.00	1.74	20.02	0.00 (	20.02)
TOTAL FIREMEN'S PENSION	0.00	1.74	54,290.18	0.00 (	54,290.18)
<hr/>					
TOTAL REVENUES	0.00	1.74	54,290.18	0.00 (	54,290.18)
<hr/>					

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

07 -FIREMEN'S PENSION FUND

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
FIREMEN'S PENSION					
07-5-17-504 PENSION EXPENSE	0.00	20,670.91	186,370.16	0.00 (	186,370.16)
TOTAL FIREMEN'S PENSION	0.00	20,670.91	186,370.16	0.00 (	186,370.16)
<hr/>					
TOTAL EXPENDITURES	0.00	20,670.91	186,370.16	0.00 (	186,370.16)
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	20,669.17)	(132,079.98)		132,079.98

CITY OF OSCEOLA
BALANCE SHEET
AS OF: AUGUST 31ST, 2022

08 -OSCEOLA RIVERPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
<u>=====</u>			
08-101	CASH GRANT ACCOUNT	473,305.98	
08-105	PORT AUTHORITY GRANT (940275)	100,393.96	
08-130	DUE TO/FROM OTHER FUNDS	3,107.79	
08-188	LAND RIGHT OF WAY	50,050.00	
08-191	BUILDINGS & FACILITIES	4,695,120.16	
08-192	ACCUMULATED DEPRECIATION	(1,832,299.31)	
		<u>3,489,678.58</u>	
TOTAL ASSETS			<u>3,489,678.58</u>
<u>=====</u>			
LIABILITIES			
<u>=====</u>			
EQUITY			
<u>=====</u>			
08-290	RETAINED EARNINGS	<u>2,918,079.37</u>	
	TOTAL BEGINNING EQUITY	2,918,079.37	
TOTAL REVENUE		<u>571,599.21</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		571,599.21	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,489,678.58</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>3,489,678.58</u>
<u>=====</u>			

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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

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08 -OSCEOLA RIVERPORT FUND
FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
RIVERPORT	0.00	<u>80,248.33</u>	571,599.21	<u>0.00</u> (	<u>571,599.21)</u>
TOTAL REVENUES	0.00	<u>80,248.33</u>	571,599.21	<u>0.00</u> (	<u>571,599.21)</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

08 -OSCEOLA RIVERPORT FUND

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
RIVERPORT					
08-4-00-301 RENT INCOME	0.00	80,248.33	112,786.46	0.00 (	112,786.46)
08-4-00-302 STATE AID	0.00	0.00	458,812.75	0.00 (	458,812.75)
TOTAL RIVERPORT	0.00	80,248.33	571,599.21	0.00 (	571,599.21)
 TOTAL REVENUES	 0.00	 80,248.33	 571,599.21	 0.00 (	571,599.21)
 REVENUES OVER/(UNDER) EXPENDITURES	 0.00	 80,248.33	 571,599.21	(	571,599.21)

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ELECTRICAL TESTING & MAINTEN	181	ELECTRIC POWER PLANT	INV11630	2,740.00
	ACSC	214	GARNISHMENTS PAYABLE	CS# 087919999/066481613	488.00
		214	GARNISHMENTS PAYABLE	CS# 087919999/066481613	488.00
		214	GARNISHMENTS PAYABLE	CS# 568899437	360.00
		214	GARNISHMENTS PAYABLE	CS# 568899437	360.00
		214	GARNISHMENTS PAYABLE	CS#022394788	180.00
		214	GARNISHMENTS PAYABLE	CS#022394788	180.00
	OMLP	102	FNBEA-OMLP SAVINGS(4	OMLP	500,000.00
		115	BANCORP-OMLP GENERAL	OMLP	300,000.00
		115	BANCORP-OMLP GENERAL	ACCT CREDIT 11-15300 HILL	39.15
	DEPT OF FINANCE	204	ARKANSAS W/H PAYABLE	STATE W/H	1,846.06
		204	ARKANSAS W/H PAYABLE	STATE W/H	12.81
		204	ARKANSAS W/H PAYABLE	STATE W/H	1,931.99
	OMLP PAYROLL	116	BANCORP-OMLP PAYROLL	OMLP PY BCS 08/11/2022	8,426.97
		116	BANCORP-OMLP PAYROLL	OMLP PY REG DD 08/11/2022	32,487.92
		116	BANCORP-OMLP PAYROLL	OMLP PY BCS 08/12/2022	412.00
		116	BANCORP-OMLP PAYROLL	OMLP PAYROLL	8,396.95
		116	BANCORP-OMLP PAYROLL	OMLP PY 8/25/2022 REG DD	33,351.90
	MISCELLANEOUS V CLAYTON, HAR	216	REFUNDS PAYABLE	02-14500-02	102.48
	DAVIDSON, AL	216	REFUNDS PAYABLE	02-14700-04	22.40
	DUMESNIL, GE	216	REFUNDS PAYABLE	02-16700-04	76.97
	HARSHMAN, JA	216	REFUNDS PAYABLE	17-17900-02	50.93
	OSBAN, WANDA	216	REFUNDS PAYABLE	23-18400-03	54.79
	JONES, JR, L	216	REFUNDS PAYABLE	24-00500-17	25.92
	EDWARDS, ALE	216	REFUNDS PAYABLE	24-01700-11	18.99
	OHA TEMP.	216	REFUNDS PAYABLE	24-01800-00	148.97
	STANLEY, ZA'	216	REFUNDS PAYABLE	24-03100-05	2.55
	CROSS, JASON	216	REFUNDS PAYABLE	24-13300-08	17.89
	ELLIOTT, BIA	216	REFUNDS PAYABLE	24-14800-05	20.09
	KELLY, WILLI	216	REFUNDS PAYABLE	24-17100-11	105.29
	CUNNINGHAM,	216	REFUNDS PAYABLE	24-17500-05	81.70
	CABLE, COURT	216	REFUNDS PAYABLE	24-22200-11	11.31
	CALLICOTT, S	216	REFUNDS PAYABLE	24-22400-16	125.00
	ROBINSON, NI	216	REFUNDS PAYABLE	24-36700-15	188.42
	WHITE, BOYD	216	REFUNDS PAYABLE	18-06600-00	10,586.00
	TECHLINE LTD	181	ELECTRIC POWER PLANT	705339-00	1,584.00
		181	ELECTRIC POWER PLANT	7054995-00	825.00
		181	ELECTRIC POWER PLANT	1295695-00	514.80
		181	ELECTRIC POWER PLANT	7054829-01	5,925.92
		181	ELECTRIC POWER PLANT	7054829-00	3,119.60
		181	ELECTRIC POWER PLANT	7054331-00	742.51
		181	ELECTRIC POWER PLANT	7054995-01	1,650.00
		181	ELECTRIC POWER PLANT	7055840-00	594.00
		181	ELECTRIC POWER PLANT	7055938-00	7,642.80
	CARINA TECHNOLOGY INC	181	ELECTRIC POWER PLANT	ELEC INV#4539	7.74
	MJMEUC	210	PURCHASE POWER PAYAB	-INV#20532	521,691.03
	BANCORPSOUTH EQUIP FINANCE	250	NOTE PAYABLE BCS-EQU	BANCORPSOUTH EQUIP FINANCE	5,050.46
		250	NOTE PAYABLE BCS-EQU	INV#716823	5,050.46
	EFTPS	202	FEDERAL W/H PAYABLE	FEDERAL W/H	5,468.26
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	5,637.72
		203	SOC SECURITY W/H PAY	FICA W/H	3,477.94
		203	SOC SECURITY W/H PAY	FICA W/H	28.52
		203	SOC SECURITY W/H PAY	FICA W/H	3,551.09
		203	SOC SECURITY W/H PAY	MEDICARE W/H	813.39

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		203	SOC SECURITY W/H PAY	MEDICARE W/H	6.67
		203	SOC SECURITY W/H PAY	MEDICARE W/H	830.52
	JOWERS GENERAL CONTRACTING,	183	WATER PLANT	WATER-INV#7741	2,445.00
		183	WATER PLANT	WATER-INV#4751	59,443.00
	MISSISSIPPI COUNTY ELECTRIC	210	PURCHASE POWER PAYAB	MISSISSIPPI COUNTY ELECTRI	1,169,782.20
	CORE & MAIN	183	WATER PLANT	INV#R255090	217.80
		183	WATER PLANT	INV#R299814	443.31
	ARKANSAS ELECTRIC COOPERATIV	210	PURCHASE POWER PAYAB	ARKANSAS ELECTRIC COOPERAT	781,913.21
	BURNETT LAW FIRM	130	DUE TO/FROM OTHER FU	LEGAL FEES:INV#005	1,675.00
			TOTAL:		3,493,473.40
ELECTRIC DEPT	CAPITAL ONE	5-12-601	MATERIALS AND SUPPLI	ELECTRIC	753.60
	HILL MANUFACTURING	5-12-601	MATERIALS AND SUPPLI	HILL MANUFACTURING	261.95
	BUGMOBILE OF AR INC	5-12-619	BUILDING EXPENSE	INV#10905653	52.80
		5-12-619	BUILDING EXPENSE	INV#10905654	29.70
	FOUNTAIN PLUMBING	5-12-601	MATERIALS AND SUPPLI	ELEC-47308	17.77
	KENNEMORE HOME	5-12-601	MATERIALS AND SUPPLI	143546	40.12
		5-12-601	MATERIALS AND SUPPLI	143761	3.51
		5-12-601	MATERIALS AND SUPPLI	143996	25.29
		5-12-601	MATERIALS AND SUPPLI	144040	12.31
	REGULATORY COMPLIANCE SERVIC	5-12-860	CONSULTING SERVICES	REGULATORY COMPLIANCE SERV	395.00
	NEXAIR LLC	5-12-601	MATERIALS AND SUPPLI	ELEC ACCT#5340	493.55
	LEGAL SHIELD	5-12-503	GROUP INSURANCE	ELEC	25.90
	AMERICAN HERITAGE LIFE	5-12-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	270.68
		5-12-503	GROUP INSURANCE	ELEC	30.12
	CITIZENS FIDELITY INS	5-12-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	39.00
		5-12-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	16.73
		5-12-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	26.00
	RITTER COMMUNICATIONS	5-12-620	UTILITIES	ELEC	71.94
	METLIFE GROUP BENEFITS	5-12-503	GROUP INSURANCE	ELEC	104.12
		5-12-503	GROUP INSURANCE	ELEC	65.35
	O'REILLY AUTO STORES INC	5-12-650	REPAIRS & MAINTENANC	ELEC-CUST#1386536	1,029.48
		5-12-650	REPAIRS & MAINTENANC	ELEC	5.13
		5-12-650	REPAIRS & MAINTENANC	ELEC	25.93
	DELTA DENTAL	5-12-503	GROUP INSURANCE	DELTA DENTAL	578.56
		5-12-503	GROUP INSURANCE	DELTA DENTAL	558.82
	REGULATORY SOFTWARE SERVICES	5-12-650	REPAIRS & MAINTENANC	REGULATORY SOFTWARE SERVIC	1,884.00
	DELTA VISION	5-12-503	GROUP INSURANCE	CITY 1293520	116.24
		5-12-503	GROUP INSURANCE	DELTA VISION	110.38
	EFTPS	5-12-502	PAYROLL TAX	FICA W/H	1,602.76
		5-12-502	PAYROLL TAX	FICA W/H	1,611.06
		5-12-502	PAYROLL TAX	MEDICARE W/H	374.84
		5-12-502	PAYROLL TAX	MEDICARE W/H	376.80
	WEX FLEET UNIVERSAL	5-12-651	OPERATING EXPENSES -	ELEC 0496-00-268617	381.99
		5-12-651	OPERATING EXPENSES -	WEX FLEET UNIVERSAL	371.54
	BLACK HILLS ENERGY	5-12-620	UTILITIES	ELEC	39.07
		5-12-620	UTILITIES	ELEC	37.50
	MUNICIPAL HEALTH BENEFIT FUN	5-12-503	GROUP INSURANCE	ELEC	6,315.00
	VERIZON NETWORK FLEET, INC.	5-12-651	OPERATING EXPENSES -	VERIZON NETWORK FLEET, INC	178.19
	BARCLAYS	5-12-650	REPAIRS & MAINTENANC	ELEC	763.47
	AT&T MOBILITY	5-12-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.82
	PARMAN ENERGY GROUP	5-12-650	REPAIRS & MAINTENANC	INV# 0061532-IN	582.80
		5-12-650	REPAIRS & MAINTENANC	INV#0063250-IN	872.00
		5-12-650	REPAIRS & MAINTENANC	PARMAN ENERGY GROUP	375.00

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-12-650	REPAIRS & MAINTENANC	INV#0066468	574.00
		5-12-650	REPAIRS & MAINTENANC	ELEC -INV#00692914-IN	672.00
				TOTAL:	22,334.82
WATER DEPT	CAPITAL ONE	5-13-601	MATERIALS AND SUPPLI	WATER	343.54
	FOUNTAIN PLUMBING	5-13-601	MATERIALS AND SUPPLI	WATER-47277	3.67
		5-13-601	MATERIALS AND SUPPLI	WATER-47304	653.57
		5-13-601	MATERIALS AND SUPPLI	WATER-47309	21.89
		5-13-601	MATERIALS AND SUPPLI	WATER-47316	22.42
		5-13-601	MATERIALS AND SUPPLI	WATER-22072005	137.04
	MCEC	5-13-620	UTILITIES	MCEC	6.69
		5-13-620	UTILITIES	MCEC	90.00
	KENNMORE HOME	5-13-601	MATERIALS AND SUPPLI	143837	17.81
	LEGAL SHIELD	5-13-503	GROUP INSURANCE	WATER	35.90
	AMERICAN HERITAGE LIFE	5-13-503	GROUP INSURANCE	WATER	32.32
	RITTER COMMUNICATIONS	5-13-620	UTILITIES	WATER PAST DUE (00213761-1	306.64
		5-13-601	MATERIALS AND SUPPLI	WATER-ACCT#00213761-1	213.98
	METLIFE GROUP BENEFITS	5-13-503	GROUP INSURANCE	WATER	63.48
	O'REILLY AUTO STORES INC	5-13-601	MATERIALS AND SUPPLI	291535	56.07
		5-13-601	MATERIALS AND SUPPLI	293372	24.18
	DELTA DENTAL	5-13-503	GROUP INSURANCE	DELTA DENTAL	78.96
		5-13-503	GROUP INSURANCE	DELTA DENTAL	78.96
	APF FBO TEMPS PLUS	5-13-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	896.00
	RAILROAD MANAGEMENT CO	5-13-647	LICENSES	INV 464044	313.34
	UTILITY SERVICE CO INC	5-13-683	PUMP AND TANK REPAIR	WATER TANK STORGE	973.37
	DELTA VISION	5-13-503	GROUP INSURANCE	CITY 1293520	5.86
		5-13-503	GROUP INSURANCE	DELTA VISION	5.86
	ENTERGY	5-13-620	UTILITIES	200005033270	104.16
		5-13-620	UTILITIES	90007166304	46.35
		5-13-620	UTILITIES	#76716836	123.39
		5-13-620	UTILITIES	#129885943	124.74
	EFTPS	5-13-502	PAYROLL TAX	FICA W/H	599.60
		5-13-502	PAYROLL TAX	FICA W/H	606.67
		5-13-502	PAYROLL TAX	MEDICARE W/H	140.23
		5-13-502	PAYROLL TAX	MEDICARE W/H	141.88
	TRI STATE INDUSTRIAL SUPPLY	5-13-601	MATERIALS AND SUPPLI	TRI STATE INDUSTRIAL SUPPL	24.39
	WEX FLEET UNIVERSAL	5-13-601	MATERIALS AND SUPPLI	WEX FLEET UNIVERSAL	62.74
	BLACK HILLS ENERGY	5-13-620	UTILITIES	WATER	26.60
	MUNICIPAL HEALTH BENEFIT FUN	5-13-503	GROUP INSURANCE	WATER	1,912.50
	VERIZON NETWORK FLEET, INC.	5-13-651	OPERATING EXPENSES -	VERIZON NETWORK FLEET, INC	111.24
	BRENNTAG MID-SOUTH, INC.	5-13-602	CHEMICALS AND SUPPLI	BRENNTAG MID-SOUTH, INC.	3,521.08
		5-13-602	CHEMICALS AND SUPPLI	WATER-INV#BMS209395	517.13
	BARCLAYS	5-13-650	REPAIRS & MAINTENANC	WATER	763.47
	PARMAN ENERGY GROUP	5-13-650	REPAIRS & MAINTENANC	INV# 0061532-IN	665.00
		5-13-650	REPAIRS & MAINTENANC	INV#0063250-IN	994.00
		5-13-650	REPAIRS & MAINTENANC	INV#0066468	654.00
	PLOW TECHNOLOGIES	5-13-640	DUES, MBRSHPS & SUBS	PLOW TECHNOLOGIES	347.60
				TOTAL:	15,868.32
SEWER DEPT	CAPITAL ONE	5-14-601	MATERIALS AND SUPPLI	SEWER	154.72
	BUGMOBILE OF AR INC	5-14-601	MATERIALS AND SUPPLI	10905926	83.60
	NORTHERN SAFETY CO INC	5-14-601	MATERIALS AND SUPPLI	NORTHERN SAFETY CO INC	413.56
		5-14-601	MATERIALS AND SUPPLI	904897651	94.34
	BIOSEV INC	5-14-601	MATERIALS AND SUPPLI	BIOSEV INC	1,000.00

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	HENARD UTILITY PRODUCTS	5-14-601	MATERIALS AND SUPPLI	WATER INV#1070472	964.41
	TENCARVA MACHINERY COMPANY	5-14-683	PUMP AND TANK REPAIR	WATER-INV#CD99023862	2,806.42
		5-14-683	PUMP AND TANK REPAIR	WATER-INV#CD99024681	653.06
	LEGAL SHIELD	5-14-503	GROUP INSURANCE	SEWER	69.80
	J.R. STEWART PUMP & EQUIPMEN	5-14-683	PUMP AND TANK REPAIR	SEWER-INV#36135	1,208.44
	AMERICAN HERITAGE LIFE	5-14-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	29.84
		5-14-503	GROUP INSURANCE	SEWER	284.24
	ADEQ	5-14-601	MATERIALS AND SUPPLI	ADEQ	200.00
	METLIFE GROUP BENEFITS	5-14-503	GROUP INSURANCE	SEWER	41.40
	O'REILLY AUTO STORES INC	5-14-601	MATERIALS AND SUPPLI	793696	57.18
		5-14-601	MATERIALS AND SUPPLI	293092	15.39
		5-14-601	MATERIALS AND SUPPLI	793699	34.52
	DELTA DENTAL	5-14-503	GROUP INSURANCE	DELTA DENTAL	175.58
		5-14-503	GROUP INSURANCE	DELTA DENTAL	175.58
	APF FBO TEMPS PLUS	5-14-455	TEMP SERVICE WAGES	WATER	728.00
		5-14-455	TEMP SERVICE WAGES	WATER	744.80
		5-14-455	TEMP SERVICE WAGES	WATER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	896.00
		5-14-455	TEMP SERVICE WAGES	SEWER	778.40
		5-14-455	TEMP SERVICE WAGES	SEWER-OT	14.60
		5-14-455	TEMP SERVICE WAGES	SEWER-	595.84
		5-14-455	TEMP SERVICE WAGES	SAN	728.00
		5-14-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	655.20
		5-14-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	744.80
		5-14-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	728.00
	DELTA VISION	5-14-503	GROUP INSURANCE	CITY 1293520	36.30
		5-14-503	GROUP INSURANCE	DELTA VISION	36.30
	EFTPS	5-14-502	PAYROLL TAX	FICA W/H	497.41
		5-14-502	PAYROLL TAX	FICA W/H	518.29
		5-14-502	PAYROLL TAX	MEDICARE W/H	116.33
		5-14-502	PAYROLL TAX	MEDICARE W/H	121.21
	TRI STATE INDUSTRIAL SUPPLY	5-14-601	MATERIALS AND SUPPLI	TRI STATE INDUSTRIAL SUPPL	24.39
	WAYPOINT ANALYTICAL	5-14-601	MATERIALS AND SUPPLI	WAYPOINT ANALYTICAL	525.00
	BLACK HILLS ENERGY	5-14-620	UTILITIES	SEWER	31.28
		5-14-620	UTILITIES	WATER	37.50
	MUNICIPAL HEALTH BENEFIT FUN	5-14-503	GROUP INSURANCE	SEWER	1,230.00
	CORKY RAPER	5-14-601	MATERIALS AND SUPPLI	7/05	85.00
		5-14-601	MATERIALS AND SUPPLI	7/20	85.00
				TOTAL:	19,875.73
ADMINISTRATION	AMSTERDAM PRINTING AND	5-15-516	HR MATERIALS & SUPPL	AMSTERDAM PRINTING AND	233.94
	CAPITAL ONE	5-15-601	MATERIALS AND SUPPLI	ADMIN	79.58
	QUILL CORP	5-15-601	MATERIALS AND SUPPLI	QUILL CORP	330.37
		5-15-601	MATERIALS AND SUPPLI	ADMIN-INV#26675067	37.26
		5-15-601	MATERIALS AND SUPPLI	ADMIN-ACCT#3320309	415.47
	UNITED PARCEL SERVICE	5-15-601	MATERIALS AND SUPPLI	AMDIN INV#0000E5641282	293.12
		5-15-601	MATERIALS AND SUPPLI	ADMIN-#E51641	249.89
	ARKANSAS MUNICIPAL POWER ASS	5-15-860	CONSULTING SERVICES	INV#1963	457.26
	THOMAS SPEIGHT & NOBLE	5-15-860	CONSULTING SERVICES	THOMAS SPEIGHT & NOBLE	5,940.00
	LEGAL SHIELD	5-15-503	GROUP INSURANCE	ADMIN/OMLP	33.90
	U.S. POSTAL SERVICE	5-15-606	POSTAGE	U.S. POSTAL SERVICE	622.48
		5-15-606	POSTAGE	U.S. POSTAL SERVICE	331.34
		5-15-606	POSTAGE	U.S. POSTAL SERVICE	10.00

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-15-606	POSTAGE	U.S. POSTAL SERVICE	32.76
		5-15-606	POSTAGE	U.S. POSTAL SERVICE	350.35
		5-15-606	POSTAGE	U.S. POSTAL SERVICE	20.48
	AMERICAN HERITAGE LIFE	5-15-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	19.92
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	47.64
	CITIZENS FIDELITY INS	5-15-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	9.62
	METLIFE GROUP BENEFITS	5-15-503	GROUP INSURANCE	ADMIN-OMPL	63.48
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	8.37-
	DELTA DENTAL	5-15-503	GROUP INSURANCE	DELTA DENTAL	180.18
		5-15-503	GROUP INSURANCE	DELTA DENTAL	140.70
	NORTH AMERICAN ELECTRIC RC	5-15-860	CONSULTING SERVICES	OMLP-ADMIN INV:28802	1,234.45
	QUADIENT FINANCE USA, INC	5-15-606	POSTAGE	QUADIENT FINANCE USA, INC	41.18
	ARKANSAS ONE-CALL SYSTEM INC	5-15-610	TELEPHONE	ELEC-INV#0497232-IN	86.73
	BANCORPSOUTH EQUIP FINANCE	5-15-886	INTEREST EXPENSE	BANCORPSOUTH EQUIP FINANCE	629.85
		5-15-886	INTEREST EXPENSE	INV#716823	629.85
	VERIZON WIRELESS	5-15-899	MISCELLANEOUS	ACCT#213646055-00001	328.93
	DELTA VISION	5-15-503	GROUP INSURANCE	CITY 1293520	44.04
		5-15-503	GROUP INSURANCE	DELTA VISION	32.32
	RISK ASSESSMENT GROUP	5-15-516	HR MATERIALS & SUPPL	STREET INV: 537868	128.50
		5-15-516	HR MATERIALS & SUPPL	INV#537251	128.50
	HR SPECIALIST: EMPLOYMENT LA	5-15-516	HR MATERIALS & SUPPL	HR SUBSCRIPTION	211.00
		5-15-516	HR MATERIALS & SUPPL	HR- INV#LT0375	199.00
	EFTPS	5-15-502	PAYROLL TAX	FICA W/H	778.17
		5-15-502	PAYROLL TAX	FICA W/H	28.52
		5-15-502	PAYROLL TAX	FICA W/H	815.07
		5-15-502	PAYROLL TAX	MEDICARE W/H	181.99
		5-15-502	PAYROLL TAX	MEDICARE W/H	6.67
		5-15-502	PAYROLL TAX	MEDICARE W/H	190.63
	OSCEOLA PRINTING & OFFICE SU	5-15-601	MATERIALS AND SUPPLI	ADMIN INV: 1504	299.87
		5-15-601	MATERIALS AND SUPPLI	OSCEOLA PRINTING & OFFICE	297.00
		5-15-601	MATERIALS AND SUPPLI	ADM. INV.1489	198.00
		5-15-601	MATERIALS AND SUPPLI	ADMIN INV#1508	247.50
		5-15-601	MATERIALS AND SUPPLI	INV#1512	2,145.00
		5-15-601	MATERIALS AND SUPPLI	ADMIN 1521	198.00
	MUNICIPAL HEALTH BENEFIT FUN	5-15-503	GROUP INSURANCE	ADMIN	3,225.00
	OST, LLC.	5-15-648	IMMUNIZATIONS & PHYS	ADMIN INV: 12409	160.00
	VISA	5-15-601	MATERIALS AND SUPPLI	HR/LO	64.98
		5-15-601	MATERIALS AND SUPPLI	WILSON-#3901	1,229.38
	AT&T MOBILITY	5-15-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.82
	AT&T	5-15-620	UTILITIES	#831-000-9159-075 OMPL	950.21
	ALLY IT	5-15-640	DUES, MBRSHPS & SUBS	ELEC-INV#26104	2,761.00
	PRIMEPAY, LLC	5-15-516	HR MATERIALS & SUPPL	INV#-481933-1	177.31
				TOTAL:	27,702.84

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ACSC	214	GARNISHMENTS PAYABLE CS# 753128700 C NEWELL	232.00
		214	GARNISHMENTS PAYABLE CS# 753128700 C NEWELL	232.00
		214	GARNISHMENTS PAYABLE N.MOODY CS# 638974059	234.00
		214	GARNISHMENTS PAYABLE N.MOODY CS# 638974059	234.00
		214	GARNISHMENTS PAYABLE CASE# 418593212 J. RINEY	210.00
		214	GARNISHMENTS PAYABLE CASE# 418593212 J. RINEY	210.00
		214	GARNISHMENTS PAYABLE CS#893240601 N MOODY	200.00
		214	GARNISHMENTS PAYABLE CS#893240601 N MOODY	200.00
		214	GARNISHMENTS PAYABLE K.KEY CASE#751055322	120.00
		214	GARNISHMENTS PAYABLE K.KEY CASE#751055322	120.00
		214	GARNISHMENTS PAYABLE CS# 594189372	53.08
		214	GARNISHMENTS PAYABLE CS# 594189372	53.08
		214	GARNISHMENTS PAYABLE CS# 908264349 C MILLER	216.00
		214	GARNISHMENTS PAYABLE CS# 908264349 C MILLER	216.00
		214	GARNISHMENTS PAYABLE REMIT ID: 770316724 B. COR	85.38
		214	GARNISHMENTS PAYABLE REMIT ID: 770316724 B. COR	85.38
		214	GARNISHMENTS PAYABLE CS#567154685	165.00
		214	GARNISHMENTS PAYABLE CS#567154685	165.00
		214	GARNISHMENTS PAYABLE CS#783622107	222.00
		214	GARNISHMENTS PAYABLE CS#783622107	222.00
		214	GARNISHMENTS PAYABLE CASE#058477764 K.KEY	100.00
		214	GARNISHMENTS PAYABLE CASE#058477764 K.KEY	100.00
	OSCEOLA FIRE DEPT	222	FIREMEN'S FUND FIREMAN FUND	147.76
		222	FIREMEN'S FUND FIREMAN FUND	317.14
	DEPT OF FINANCE	204	ARKANSAS W/H PAYABLE STATE W/H	4,746.15
		204	ARKANSAS W/H PAYABLE STATE W/H	21.84
		204	ARKANSAS W/H PAYABLE STATE W/H	245.53
		204	ARKANSAS W/H PAYABLE STATE W/H	4,987.14
	CITY PAYROLL	116	BANCORP-CITY GEN PAY CITY PY BCS 08/11/2022	17,685.27
		116	BANCORP-CITY GEN PAY CITY PY REG DD 08/11/2022	89,393.63
		116	BANCORP-CITY GEN PAY CITY PY REG DD 08/12/2022	855.34
		116	BANCORP-CITY GEN PAY ELECTED OFF PY 08/25/2022	1,401.01
		116	BANCORP-CITY GEN PAY ELECTED OFF PY 08/25/2D RE	7,008.40
		115	BANCORP-CITY GENERAL CITY RETIREE PY REG DD 8/2	2,027.82
		116	BANCORP-CITY GEN PAY CITY PAYROLL	17,221.27
		116	BANCORP-CITY GEN PAY CITY PAYROLL	93,461.59
	EFTPS	202	FEDERAL W/H PAYABLE FEDERAL W/H	12,001.31
		202	FEDERAL W/H PAYABLE FEDERAL W/H	53.52
		202	FEDERAL W/H PAYABLE FEDERAL W/H	1,106.21
		202	FEDERAL W/H PAYABLE FEDERAL W/H	12,680.06
		203	SOC SECURITY W/H PAY FICA W/H	6,973.17
		203	SOC SECURITY W/H PAY FICA W/H	64.22
		203	SOC SECURITY W/H PAY FICA W/H	657.95
		203	SOC SECURITY W/H PAY FICA W/H	6,902.81
		203	SOC SECURITY W/H PAY MEDICARE W/H	2,049.93
		203	SOC SECURITY W/H PAY MEDICARE W/H	15.02
		203	SOC SECURITY W/H PAY MEDICARE W/H	153.87
		203	SOC SECURITY W/H PAY MEDICARE W/H	2,124.04
	FIRST COMMERCIAL BANK	115	BANCORP-CITY GENERAL FIRST COMMERCIAL BANK	1,230.20
			TOTAL:	289,207.12
ADMINISTRATION	CAPITAL ONE	5-01-601	MATERIALS AND SUPPLI CITY	258.20
	BUGMOBILE OF AR INC	5-01-751	SR. CITIZEN BLDG EXP BUGMOBILE OF AR INC	52.80
	QUILL CORP	5-01-601	MATERIALS AND SUPPLI 26504652	26.16

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-01-601	MATERIALS AND SUPPLI	26503494	626.89
		5-01-601	MATERIALS AND SUPPLI	26511469	117.47
		5-01-601	MATERIALS AND SUPPLI	26415206	37.39
		5-01-601	MATERIALS AND SUPPLI	26414784	157.46
		5-01-601	MATERIALS AND SUPPLI	ADMIN ACCT#3320309	261.25
	AMERICAN HERITAGE LIFE	5-01-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	218.88
		5-01-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	388.16
		5-01-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	75.68
		5-01-503	GROUP INSURANCE	RETREE-CITY	44.16
	JANE STANFORD	5-01-601	MATERIALS AND SUPPLI	REIMB.- PASTRIES FOR MEETI	22.23
	RITTER COMMUNICATIONS	5-01-620	UTILITIES	CITY INV: 300864379	375.96
		5-01-620	UTILITIES	CITY AIRPORT INV: 30085615	190.40
	METLIFE GROUP BENEFITS	5-01-503	GROUP INSURANCE	ELECTED-CITY	104.88
		5-01-503	GROUP INSURANCE	RETREE-CITY	164.73
	PROTECTIVE LIFE AGENT FOR	5-01-503	GROUP INSURANCE	FIRE PENSION	18.64
	DELTA DENTAL	5-01-503	GROUP INSURANCE	DELTA DENTAL	140.70
		5-01-503	GROUP INSURANCE	DELTA DENTAL	678.88
		5-01-503	GROUP INSURANCE	DELTA DENTAL	59.22
		5-01-503	GROUP INSURANCE	DELTA DENTAL	140.70
		5-01-503	GROUP INSURANCE	DELTA DENTAL	678.88
	FIRST NATIONAL BANK	5-01-899	MISCELLANEOUS	FIRST NATIONAL BANK	100.00
		5-01-899	MISCELLANEOUS	FIRST NATIONAL BANK	100.00
	PNC EQUIPMENT FINANCE	5-01-650	REPAIRS & MAINTENANC	1483302	33.52
		5-01-650	REPAIRS & MAINTENANC	1483301	23.93
	SECURE ON SITE	5-01-601	MATERIALS AND SUPPLI	CITY INV: 18648	75.00
	DELTA VISION	5-01-503	GROUP INSURANCE	CITY 1293520	38.18
		5-01-503	GROUP INSURANCE	CITY 1293520	182.64
		5-01-503	GROUP INSURANCE	DELTA VISION	11.72
		5-01-503	GROUP INSURANCE	DELTA VISION	38.18
		5-01-503	GROUP INSURANCE	DELTA VISION	182.64
	AT&T	5-01-610	TELEPHONE	JUL STMT	1,033.55
		5-01-610	TELEPHONE	#8705635213099 9 OPD	1,273.62
	SILENT SECURITY, INC.	5-01-619	BUILDING EXPENSE	CITY INV: 57218	93.50
		5-01-619	BUILDING EXPENSE	SILENT SECURITY, INC.	154.00
	EFTPS	5-01-502	PAYROLL TAX	FICA W/H	657.95
		5-01-502	PAYROLL TAX	MEDICARE W/H	153.87
	OSCEOLA PRINTING & OFFICE SU	5-01-601	MATERIALS AND SUPPLI	CITY INV: 1507	412.50
		5-01-601	MATERIALS AND SUPPLI	OSCEOLA PRINTING & OFFICE	198.00
	BLACK HILLS ENERGY	5-01-620	UTILITIES	C HALL	26.60
		5-01-750	ROSENWALD BLDG EXPEN	SENIOR CITZEN BLDG	43.73
	CONCORD PUBLISHING HOUSE	5-01-607	PUBLISHING ORDINANCE	CONCORD PUBLISHING HOUSE	361.50
	MUNICIPAL HEALTH BENEFIT FUN	5-01-503	GROUP INSURANCE	ELECT CITY	1,912.50
		5-01-503	GROUP INSURANCE	RETIREE CITY	3,060.00
	YIG ADMINISTRATION	5-01-503	GROUP INSURANCE	CITY INV: 34557	1,595.44
	JONES SERVICE GROUP, INC.	5-01-619	BUILDING EXPENSE	JULY 2022	1,457.51
	VISA	5-01-601	MATERIALS AND SUPPLI	VISA-MAYOR WILSON #3901	90.00
		5-01-640	DUES, MBRSHPS & SUBS	CITY ADOBE	14.99
		5-01-640	DUES, MBRSHPS & SUBS	CITY YAHOO	12.94
	BARCLAYS	5-01-899	MISCELLANEOUS	GOV PHOTO	18.25
	AT&T	5-01-620	UTILITIES	#8310009682089	2,005.77
	GARY'S PIZZA	5-01-861	INDUSTRIAL INCENTIVE	2ND INSTALLMENT(2ND YR)	3,000.00
	OSCEOLA DISTRICT COURT	5-01-899	MISCELLANEOUS	OSCEOLA DISTRICT COURT	1,213.74
	XMC	5-01-601	MATERIALS AND SUPPLI	31988487	1,365.89
		5-01-601	MATERIALS AND SUPPLI	31777129	1,365.89

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-01-601	MATERIALS AND SUPPLI	INV#32183557	4,215.34
	ARKANSAS FEDERAL SURPLUS PRO	5-01-750	ROSENWALD BLDG EXPEN	INV#45958	1,250.00
		5-01-750	ROSENWALD BLDG EXPEN	DELIVERY FEE	273.75
	STOP N BY	5-01-601	MATERIALS AND SUPPLI	DIESEL CHECK REQUEST	200.00
	CROWN TROHPY	5-01-751	SR. CITIZEN BLDG EXP	INV#24979	572.01
	CITI CARDS	5-01-510	TRAVEL & TRAINING EX	WILSON	988.94
	CAPITAL ONE	5-01-510	TRAVEL & TRAINING EX	R. WILSON	180.40
	CAPITAL ONE	5-01-510	TRAVEL & TRAINING EX	SALLY WILSON	97.74
			TOTAL:		34,925.45
POLICE DEPT	AR CRIME INFO CENTER	5-02-640	DUES, MBRSHPS & SUBS	OPD INV#18748816	92.75
	SMITH TIRE & AUTO INC	5-02-650	REPAIRS & MAINTENANC	69468	22.00
	OPD BONDS & FINES ACCT	5-02-601	MATERIALS AND SUPPLI	OPD BONDS & FINES ACCT	870.00
	PEGGY MEATTE, COUNTY TREASUR	4-02-335	FINES & FORFEITURES	JUNE 22	7,090.13
	LEGAL SHIELD	5-02-503	GROUP INSURANCE	OPD	232.45
	DEPT OF FINANCE & ADMIN	4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	5,040.35
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	375.00
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	1,713.45
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	120.00
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	5,140.33
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	50.00
	CITIZENS FIDELITY INS	5-02-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	36.00
		5-02-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	26.00
	ARKANSAS STATE TREASURY	4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	60.00
		4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	287.00
	RITTER COMMUNICATIONS	5-02-620	UTILITIES	INV#500377008	356.72
	METLIFE GROUP BENEFITS	5-02-503	GROUP INSURANCE	OPD	274.62
		5-02-503	GROUP INSURANCE	OPD	143.05
	O'REILLY AUTO STORES INC	5-02-650	REPAIRS & MAINTENANC	292344	7.14
		5-02-650	REPAIRS & MAINTENANC	292566	10.99
		5-02-650	REPAIRS & MAINTENANC	292567	8.38
		5-02-650	REPAIRS & MAINTENANC	292641	178.13
		5-02-601	MATERIALS AND SUPPLI	292641	39.53
		5-02-650	REPAIRS & MAINTENANC	293589	10.99
	DELTA DENTAL	5-02-503	GROUP INSURANCE	DELTA DENTAL	612.90
		5-02-503	GROUP INSURANCE	DELTA DENTAL	602.98
	DELTA VISION	5-02-503	GROUP INSURANCE	CITY 1293520	156.84
		5-02-503	GROUP INSURANCE	DELTA VISION	157.14
	AT&T	5-02-610	TELEPHONE	AT&T 870 563 4165 663 3	1,719.43
		5-02-610	TELEPHONE	#8705634165663 3	1,651.18
	EFTPS	5-02-502	PAYROLL TAX	FICA W/H	2,853.82
		5-02-502	PAYROLL TAX	FICA W/H	64.22
		5-02-502	PAYROLL TAX	FICA W/H	2,710.81
		5-02-502	PAYROLL TAX	MEDICARE W/H	667.43
		5-02-502	PAYROLL TAX	MEDICARE W/H	15.02
		5-02-502	PAYROLL TAX	MEDICARE W/H	633.96
	RITTER COMMUNICATIONS	5-02-620	UTILITIES	RITTER COMMUNICATIONS	162.75
	WEX FLEET UNIVERSAL	5-02-651	OPERATING EXPENSES -	OPD-0496-00238100-2	961.36
	BLACK HILLS ENERGY	5-02-620	UTILITIES	OPD JUSTICE BLDG	152.70
	MUNICIPAL HEALTH BENEFIT FUN	5-02-503	GROUP INSURANCE	OPD	8,362.50
	OST, LLC.	5-02-648	IMMUNIZATIONS & PHYS	OPD	32.00
		5-02-648	IMMUNIZATIONS & PHYS	OPD	32.00
		5-02-648	IMMUNIZATIONS & PHYS	OPD	32.00
	VERIZON NETWORK FLEET, INC.	5-02-651	OPERATING EXPENSES -	VERIZON NETWORK FLEET, INC	316.71

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	PARMAN ENERGY GROUP	5-02-650	REPAIRS & MAINTENANC	INV# 0061532-IN	1,991.64
		5-02-650	REPAIRS & MAINTENANC	INV#0063250-IN	2,976.21
		5-02-650	REPAIRS & MAINTENANC	INV#0066468	69.00
		5-02-650	REPAIRS & MAINTENANC	INV#0066468	1,959.90
	QUEST DIAGNOSTIC	5-02-648	IMMUNIZATIONS & PHYS	SMITH-ROBERTS TESTING	206.86
	BOB'S AUTO CENTER, LLC	5-02-650	REPAIRS & MAINTENANC	OPD INV#3665	282.65
		5-02-650	REPAIRS & MAINTENANC	OPD INV#36711	60.72
		5-02-650	REPAIRS & MAINTENANC	OPD-STATMENT 1324	60.45
		5-02-650	REPAIRS & MAINTENANC	OPD-STATMENT 1324	52.47
		5-02-650	REPAIRS & MAINTENANC	OPD-STATMENT 1324	79.37
		5-02-650	REPAIRS & MAINTENANC	OPD-STATMENT 1324	49.50
	KING FAMILY TIRE & AUTO	5-02-650	REPAIRS & MAINTENANC	OPD-INV#5748	353.46
		5-02-650	REPAIRS & MAINTENANC	OPD INV#6212	948.68
	ASSOCIATED RADIOLOGISTS LTD	5-02-648	IMMUNIZATIONS & PHYS	MICHAEL SMITHROBERTS	31.00
	UNITED POLICE SUPPLY	5-02-580	UNIFORM EXPENSE	OPS ACCT#1055	27.13-
		5-02-580	UNIFORM EXPENSE	17965	65.10
		5-02-580	UNIFORM EXPENSE	17969	287.53
		5-02-580	UNIFORM EXPENSE	18250	19.53
		5-02-580	UNIFORM EXPENSE	18380	900.55
		5-02-580	UNIFORM EXPENSE	18382	71.61
	LITTLE ROCK MARRIOTT	5-02-510	TRAVEL & TRAINING EX	POLICE -CHIEF CONV.	928.42
	HAWKS TIRE & AUTO SERVICE	5-02-650	REPAIRS & MAINTENANC	HAWKS TIRE & AUTO SERVICE	32.89
		5-02-650	REPAIRS & MAINTENANC	HAWKS TIRE & AUTO SERVICE	527.71
	TURNER ENTERPRISES, INC.	5-02-860	CONSULTING SERVICES	OPD-INV#2021081601	5,000.00
		5-02-860	CONSULTING SERVICES	OPD- INV#2021101202	3,000.00
				TOTAL:	64,010.88
FIRE DEPT	CAPITAL ONE	5-03-619	BUILDING EXPENSE	FIRE	66.37
		5-03-650	REPAIRS & MAINTENANC	FIRE	39.50
		5-03-601	MATERIALS AND SUPPLI	FIRE	928.32
	BUGMOBILE OF AR INC	5-03-700	EQUIPMENT PURCHASES	10905656	1,003.20
		5-03-700	EQUIPMENT PURCHASES	10905925	82.50
	KENNEMORE HOME	5-03-700	EQUIPMENT PURCHASES	261357	459.68
		5-03-700	EQUIPMENT PURCHASES	261362	169.47
	GALLS, LLC	5-03-580	UNIFORM EXPENSE	FIRE-INV#021752808	84.00
		5-03-580	UNIFORM EXPENSE	FIRE-INV#021843833	86.48
		5-03-580	UNIFORM EXPENSE	CREDIT MEMO-021770898	162.65-
		5-03-580	UNIFORM EXPENSE	GALLS, LLC	64.59
	LEGAL SHIELD	5-03-503	GROUP INSURANCE	FIRE	222.20
	AMERICAN HERITAGE LIFE	5-03-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	235.56
	CITIZENS FIDELITY INS	5-03-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	37.59
	METLIFE GROUP BENEFITS	5-03-503	GROUP INSURANCE	FIRE	204.54
		5-03-503	GROUP INSURANCE	FIRE	48.84
	DELTA DENTAL	5-03-503	GROUP INSURANCE	DELTA DENTAL	59.64-
		5-03-503	GROUP INSURANCE	DELTA DENTAL	534.92
	C & S CLEANING LLC	5-03-601	MATERIALS AND SUPPLI	FIRE	377.70
	DELTA VISION	5-03-503	GROUP INSURANCE	CITY 1293520	41.18-
		5-03-503	GROUP INSURANCE	DELTA VISION	95.32
	AT&T	5-03-610	TELEPHONE	870 563 2222 980 6	149.89
		5-03-610	TELEPHONE	#870-563-2222-980-6 FIRE	318.76
	G & W DIESEL/EVS	5-03-686	EQUIPMENT RENTAL	INV#156978	61.98
	EFTPS	5-03-502	PAYROLL TAX	FICA W/H	101.95
		5-03-502	PAYROLL TAX	FICA W/H	129.28
		5-03-502	PAYROLL TAX	MEDICARE W/H	442.98

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-03-502	PAYROLL TAX	MEDICARE W/H	539.94
	OSCEOLA PRINTING & OFFICE SU	5-03-601	MATERIALS AND SUPPLI	1510	110.00
	BLACK HILLS ENERGY	5-03-620	UTILITIES	FIRE#1	39.07
		5-03-620	UTILITIES	FIRE#2	59.31
	MUNICIPAL HEALTH BENEFIT FUN	5-03-503	GROUP INSURANCE	FIRE	5,055.00
	OST, LLC.	5-03-648	IMMUNIZATIONS & PHYS	FIRE	32.00
	AT&T MOBILITY	5-03-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.81
		5-03-650	REPAIRS & MAINTENANC	AT&T MOBILITY	248.94
	PARMAN ENERGY GROUP	5-03-650	REPAIRS & MAINTENANC	INV# 0061532-IN	70.00
		5-03-650	REPAIRS & MAINTENANC	INV#0063250-IN	105.00
		5-03-650	REPAIRS & MAINTENANC	PARMAN ENERGY GROUP	197.00
		5-03-650	REPAIRS & MAINTENANC	FIRE-INV#00692914-IN	354.00
	SURVIVAL FLIGHT INC	5-03-515	SAFETY SUPPLIES	SURVIVAL FLIGHT INC	66.00
				TOTAL:	12,721.22
PARKS & RECREATION DEP	CAPITAL ONE	5-04-601	MATERIALS AND SUPPLI	OPAR	1,268.13
	HENDERSON HEAT & AIR	5-04-619	BUILDING EXPENSE	INV#2731	95.00
	FOUNTAIN PLUMBING	5-04-651	OPERATING EXPENSES -	22071403	176.77
		5-04-651	OPERATING EXPENSES -	47343	84.77
	KENNEMORE HOME	5-04-601	MATERIALS AND SUPPLI	143522	4.95
		5-04-601	MATERIALS AND SUPPLI	143625	13.18
		5-04-601	MATERIALS AND SUPPLI	143818	6.59
		5-04-601	MATERIALS AND SUPPLI	261352	46.49
		5-04-601	MATERIALS AND SUPPLI	261384	109.95
		5-04-601	MATERIALS AND SUPPLI	143892	35.26
		5-04-601	MATERIALS AND SUPPLI	144031	96.11
		5-04-601	MATERIALS AND SUPPLI	144056	401.39
	SPORTS HALL	5-04-725	ATHLETIC EQUIPMENT	OPAR-INV#00004432	246.39
	LEGAL SHIELD	5-04-503	GROUP INSURANCE	OPAR	78.75
	AMERICAN HERITAGE LIFE	5-04-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	181.04
	CITIZENS FIDELITY INS	5-04-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	57.05
		5-04-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	47.03
	RITTER COMMUNICATIONS	5-04-620	UTILITIES	RITTER COMMUNICATIONS	100.54
	METLIFE GROUP BENEFITS	5-04-503	GROUP INSURANCE	OPAR	68.24
		5-04-503	GROUP INSURANCE	OPAR	75.04
	O'REILLY AUTO STORES INC	5-04-650	REPAIRS & MAINTENANC	290780	145.10
	DELTA DENTAL	5-04-503	GROUP INSURANCE	DELTA DENTAL	266.60
		5-04-503	GROUP INSURANCE	DELTA DENTAL	266.60
	APF FBO TEMPS PLUS	5-04-455	TEMP SERVICE WAGES	OPAR	616.00
		5-04-455	TEMP SERVICE WAGES	OPAR	616.00
		5-04-455	TEMP SERVICE WAGES	OPAR	616.00
		5-04-455	TEMP SERVICE WAGES	OPAR	616.00
		5-04-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	616.00
		5-04-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	616.00
	PNC EQUIPMENT FINANCE	5-04-895	CAPITAL LEASE PAYMEN	OPAR 1450938 WDISCOUNT	658.58
		5-04-895	CAPITAL LEASE PAYMEN	OPAR 1464331	1,365.73
		5-04-895	CAPITAL LEASE PAYMEN	OPAR 1487244	1,365.73
		5-04-895	CAPITAL LEASE PAYMEN	OPAR 1442354	1,365.73
	DELTA VISION	5-04-503	GROUP INSURANCE	CITY 1293520	63.48
		5-04-503	GROUP INSURANCE	DELTA VISION	63.48
	PNC EQUIP FINANCE LLC	5-04-895	CAPITAL LEASE PAYMEN	INV#1486478-LATE FEE	68.29
		5-04-895	CAPITAL LEASE PAYMEN	INV#1496168-LATE FEE	48.95
		5-04-895	CAPITAL LEASE PAYMEN	INV#1496149	979.00
	EFTPS	5-04-502	PAYROLL TAX	FICA W/H	832.41

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-04-502	PAYROLL TAX	FICA W/H	853.10
		5-04-502	PAYROLL TAX	MEDICARE W/H	194.67
		5-04-502	PAYROLL TAX	MEDICARE W/H	199.53
	GREENPOINT Ag.LLC	5-04-601	MATERIALS AND SUPPLI	OPAR-INV#1470937	206.25
	WEX FLEET UNIVERSAL	5-04-651	OPERATING EXPENSES -	INV#82757143	964.01
	MUNICIPAL HEALTH BENEFIT FUN	5-04-503	GROUP INSURANCE	OPAR	3,690.00
	CORINTH COCA-COLA BOTTLING W	5-04-601	MATERIALS AND SUPPLI	592936	218.45
	MICHAEL W. GODSEY	5-04-650	REPAIRS & MAINTENANC	OPAR 07/14/22	407.00
		5-04-650	REPAIRS & MAINTENANC	OPAR 07/25/22	183.70
	VISA	5-04-601	MATERIALS AND SUPPLI	OPAR	99.99
	AT&T MOBILITY	5-04-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.82
	BOB'S AUTO CENTER, LLC	5-04-650	REPAIRS & MAINTENANC	OPAR-	1,209.56
		5-04-650	REPAIRS & MAINTENANC	OPAR-	1,264.55
		5-04-650	REPAIRS & MAINTENANC	OPAR-	437.20
		5-04-650	REPAIRS & MAINTENANC	OPAR-	47.25
	HUNTINGTON	5-04-686	EQUIPMENT RENTAL	PAST DUE-RE:001-0719940-30	1,036.36
				TOTAL:	25,552.79
MUNICIPAL COURT	METLIFE GROUP BENEFITS	5-05-503	GROUP INSURANCE	COURT	38.64
		5-05-503	GROUP INSURANCE	COURT	20.84
	DELTA DENTAL	5-05-503	GROUP INSURANCE	DELTA DENTAL	60.48
		5-05-503	GROUP INSURANCE	DELTA DENTAL	60.48
	SECURE ON SITE	5-05-640	DUES, MBRSHPS & SUBS	OPD-INV#18644	82.50
	DELTA VISION	5-05-503	GROUP INSURANCE	CITY 1293520	14.74
		5-05-503	GROUP INSURANCE	DELTA VISION	14.74
	EFTPS	5-05-502	PAYROLL TAX	FICA W/H	164.38
		5-05-502	PAYROLL TAX	FICA W/H	164.38
		5-05-502	PAYROLL TAX	MEDICARE W/H	38.44
		5-05-502	PAYROLL TAX	MEDICARE W/H	38.44
	MUNICIPAL HEALTH BENEFIT FUN	5-05-503	GROUP INSURANCE	COURT	847.50
	TERESA SMITH	5-05-601	MATERIALS AND SUPPLI	TERESA SMITH	292.44
				TOTAL:	1,838.00
JAIL DEPARTMENT	H & H BUSINESS MACHINES	5-11-601	MATERIALS AND SUPPLI	142545	43.99
		5-11-601	MATERIALS AND SUPPLI	142563	272.75
		5-11-601	MATERIALS AND SUPPLI	142587	357.45
		5-11-601	MATERIALS AND SUPPLI	142623	110.00
		5-11-601	MATERIALS AND SUPPLI	142624	110.00
	CAPITAL ONE	5-11-601	MATERIALS AND SUPPLI	JAIL	136.08
		5-11-655	JAIL MAINTENANCE FUN	JAIL	19.56
	BUGMOBILE OF AR INC	5-11-655	JAIL MAINTENANCE FUN	10905777	46.75
		5-11-655	JAIL MAINTENANCE FUN	10906072	46.75
	HENDERSON HEAT & AIR	5-11-655	JAIL MAINTENANCE FUN	INV#2720	2,210.26
		5-11-655	JAIL MAINTENANCE FUN	INV#2735	110.00
	N.E.T. SYSTEMS	5-11-619	BUILDING EXPENSE	OPD INV#173184	262.02
	ERVIN ENTERPRISE	5-11-655	JAIL MAINTENANCE FUN	7728	24.79
		5-11-655	JAIL MAINTENANCE FUN	7371	24.79
	SYSO MEMPHIS, LLC	5-11-601	MATERIALS AND SUPPLI	314672145	1,499.90
		5-11-601	MATERIALS AND SUPPLI	314679655	1,266.00
		5-11-601	MATERIALS AND SUPPLI	314687791	1,180.98
		5-11-601	MATERIALS AND SUPPLI	314695258	1,230.07
		5-11-655	JAIL MAINTENANCE FUN	314672147	267.45
		5-11-655	JAIL MAINTENANCE FUN	314679656	281.04
		5-11-655	JAIL MAINTENANCE FUN	314687792	103.53

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-11-655	JAIL MAINTENANCE FUN	314695259	133.80
	METLIFE GROUP BENEFITS	5-11-503	GROUP INSURANCE	JAIL	97.77
		5-11-503	GROUP INSURANCE	JAIL	18.39
	DELTA DENTAL	5-11-503	GROUP INSURANCE	DELTA DENTAL	159.18
		5-11-503	GROUP INSURANCE	DELTA DENTAL	159.18
	APF FBO TEMPS PLUS	5-11-455	TEMP SERVICE WAGES	JAIL	474.82
		5-11-455	TEMP SERVICE WAGES	JAIL R	778.40
		5-11-455	TEMP SERVICE WAGES	JAIL O	710.48
		5-11-455	TEMP SERVICE WAGES	JAIL	778.40
		5-11-455	TEMP SERVICE WAGES	JAIL	467.04
		5-11-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847-OT	642.18
		5-11-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	778.40
		5-11-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847-RT	778.40
	ECOLAB	5-11-601	MATERIALS AND SUPPLI	-INV#6271204458	108.99
	SECURE ON SITE	5-11-655	JAIL MAINTENANCE FUN	OPD-INV#18644	82.50
	DELTA VISION	5-11-503	GROUP INSURANCE	CITY 1293520	41.20
		5-11-503	GROUP INSURANCE	DELTA VISION	38.18
	FIRE PROTECTION OF ARKANSAS	5-11-655	JAIL MAINTENANCE FUN	-INV#SO64662	374.54
	EFTPS	5-11-502	PAYROLL TAX	FICA W/H	653.54
		5-11-502	PAYROLL TAX	FICA W/H	687.42
		5-11-502	PAYROLL TAX	MEDICARE W/H	152.84
		5-11-502	PAYROLL TAX	MEDICARE W/H	160.76
	CHARM-TEX, INC.	5-11-601	MATERIALS AND SUPPLI	INV#0290323-IN	248.88
	DENVER'S REFRIGERATION	5-11-619	BUILDING EXPENSE	OPD-INV#132532	777.20
	MUNICIPAL HEALTH BENEFIT FUN	5-11-503	GROUP INSURANCE	JAIL	2,295.00
	DANIEL GILCHRIST	5-11-648	IMMUNIZATIONS & PHYS	DANIEL GILCHRIST	150.00
	HILAND DAIRY FOODS	5-11-601	MATERIALS AND SUPPLI	5464874	110.28
		5-11-601	MATERIALS AND SUPPLI	5464944	115.92
		5-11-601	MATERIALS AND SUPPLI	5465009	103.98
		5-11-601	MATERIALS AND SUPPLI	5465075	104.64
	BRAD WILLIAMS - PSYCHOLOGICA	5-11-648	IMMUNIZATIONS & PHYS	JAIL-INV#47022	95.00
	TURFMASTER LAWN CARE	5-11-655	JAIL MAINTENANCE FUN	62273	132.00
				TOTAL:	22,013.47
CODE ENFORCEMENT	CAPITAL ONE	5-17-601	MATERIALS AND SUPPLI	CODE EN	781.81
	KENNEBROOK HOME	5-17-601	MATERIALS AND SUPPLI	142488	173.99
	METLIFE GROUP BENEFITS	5-17-400	SALARIES	CODE ENF	42.23
	DELTA DENTAL	5-17-503	GROUP INSURANCE	DELTA DENTAL	40.74
		5-17-503	GROUP INSURANCE	DELTA DENTAL	80.22
	DELTA VISION	5-17-503	GROUP INSURANCE	CITY 1293520	20.60
		5-17-503	GROUP INSURANCE	DELTA VISION	20.60
	EFTPS	5-17-502	PAYROLL TAX	FICA W/H	244.31
		5-17-502	PAYROLL TAX	FICA W/H	128.30
		5-17-502	PAYROLL TAX	MEDICARE W/H	57.13
		5-17-502	PAYROLL TAX	MEDICARE W/H	30.00
	MUNICIPAL HEALTH BENEFIT FUN	5-17-503	GROUP INSURANCE	CODE ENF	1,147.50
	VERIZON NETWORK FLEET, INC.	5-17-651	OPERATING EXPENSES-	VERIZON NETWORK FLEET, INC	32.58
	VISA	5-17-650	REPAIRS & MAINTENANC	CODE ENF	72.28
		5-17-601	MATERIALS AND SUPPLI	CODE ENF	6.61
		5-17-650	REPAIRS & MAINTENANC	CODE ENF	488.63
		5-17-650	REPAIRS & MAINTENANC	CODE ENF	53.12
	PARMAN ENERGY GROUP	5-17-650	REPAIRS & MAINTENANC	INV# 0061532-IN	140.00
		5-17-650	REPAIRS & MAINTENANC	INV#0063250-IN	210.00
		5-17-650	REPAIRS & MAINTENANC	INV#0066468	138.00

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	TREDROC TIRE SERVICES	5-17-650	REPAIRS & MAINTENANC	INV#7640004547	214.97
	TERRY THOMAS FORD OF BLYTHEV	5-17-651	OPERATING EXPENSES-	30208	11.33
				TOTAL:	4,134.95
GOLF COURSE FUND	BUGMOBILE OF AR INC	5-18-619	BUILDING EXPENSE	10906093	79.20
	KENNEBROOK HOME	5-18-650	REPAIRS & MAINTENANC	KENNEBROOK HOME	227.01
		5-18-650	REPAIRS & MAINTENANC	KENNEBROOK HOME	84.82
		5-18-650	REPAIRS & MAINTENANC	KENNEBROOK HOME	12.47
		5-18-650	REPAIRS & MAINTENANC	KENNEBROOK HOME	0.91
	SMITH TIRE & AUTO INC	5-18-650	REPAIRS & MAINTENANC	GOLF-INV 69471	16.50
	LADD'S	5-18-650	REPAIRS & MAINTENANC	GOLF-INV#01-241395	205.01
		5-18-650	REPAIRS & MAINTENANC	GOLF-INV#01-241395	237.57
		5-18-650	REPAIRS & MAINTENANC	01-242590	1,303.43
		5-18-650	REPAIRS & MAINTENANC	01-242441	719.96
		5-18-650	REPAIRS & MAINTENANC	01-242589	190.26
	DENVER'S LEASING INC	5-18-686	EQUIPMENT RENTAL	GOLF-INV#22741	110.00
	RITTER COMMUNICATIONS	5-18-620	UTILITIES	INV#102387504	212.02
	METLIFE GROUP BENEFITS	5-18-503	GROUP INSURANCE	GOLF	26.22
	O'REILLY AUTO STORES INC	5-18-650	REPAIRS & MAINTENANC	GOLF-CUS#T3135867	48.27
	DELTA DENTAL	5-18-503	GROUP INSURANCE	DELTA DENTAL	39.48
		5-18-503	GROUP INSURANCE	DELTA DENTAL	39.48
	APF FBO TEMPS PLUS	5-18-455	TEMP SERVICE WAGES	GOLF	200.20
		5-18-455	TEMP SERVICE WAGES	GOLF	462.00
		5-18-455	TEMP SERVICE WAGES	GOLF	369.60
		5-18-455	TEMP SERVICE WAGES	GOLF	462.00
		5-18-455	TEMP SERVICE WAGES	GOLF	462.00
		5-18-455	TEMP SERVICE WAGES	GOLF	462.00
		5-18-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	462.00
		5-18-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	462.00
	PNC EQUIPMENT FINANCE	5-18-895	CAPITAL LEASE PAYMEN	GOLF 1445157	1,489.40
		5-18-895	CAPITAL LEASE PAYMEN	GOLF 1469100	1,489.40
		5-18-895	CAPITAL LEASE PAYMEN	PNC EQUIPMENT FINANCE	74.47
		5-18-895	CAPITAL LEASE PAYMEN	INV#1490535	1,489.40
	DELTA VISION	5-18-503	GROUP INSURANCE	CITY 1293520	14.74
		5-18-503	GROUP INSURANCE	DELTA VISION	14.74
	REGAL CHEMICAL CO	5-18-601	MATERIALS AND SUPPLI	GOLF INV: 0499644 3/3 PAYM	2,010.66
	CALLAWAY	5-18-601	MATERIALS AND SUPPLI	CALLAWAY	122.34
		5-18-601	MATERIALS AND SUPPLI	935309976	86.25
		5-18-601	MATERIALS AND SUPPLI	935302528	86.25
		5-18-601	MATERIALS AND SUPPLI	CALLAWAY	116.16
	SILENT SECURITY, INC.	5-18-619	BUILDING EXPENSE	SILENT SECURITY, INC.	396.00
	EFTPS	5-18-502	PAYROLL TAX	FICA W/H	244.47
		5-18-502	PAYROLL TAX	FICA W/H	256.38
		5-18-502	PAYROLL TAX	MEDICARE W/H	57.17
		5-18-502	PAYROLL TAX	MEDICARE W/H	59.96
	PRODUCTIVITY PLUS ACCOUNT	5-18-650	REPAIRS & MAINTENANC	PRODUCTIVITY PLUS ACCOUNT	85.18
		5-18-650	REPAIRS & MAINTENANC	PRODUCTIVITY PLUS ACCOUNT	14.71
	WEX FLEET UNIVERSAL	5-18-651	OPERATING EXPENSES -	WEX FLEET UNIVERSAL	50.00
	SRIXON/ CLEVELAND GOLF /XXIO	5-18-601	MATERIALS AND SUPPLI	GOLF INV: 708574480	188.28
	MUNICIPAL HEALTH BENEFIT FUN	5-18-503	GROUP INSURANCE	GOLF	765.00
	AT&T MOBILITY	5-18-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.82
	PARMAN ENERGY GROUP	5-18-651	OPERATING EXPENSES -	0065294	532.72
		5-18-651	OPERATING EXPENSES -	0065292	532.72
		5-18-651	OPERATING EXPENSES -	GOLF-INV#0066844	495.48

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-18-651	OPERATING EXPENSES -	GOLF-INV#0066849	495.92
		5-18-651	OPERATING EXPENSES -	GOLF INV#0072554	547.14
		5-18-651	OPERATING EXPENSES -	GOLF-INV#0072551	548.08
			TOTAL:		19,320.25
ANIMAL CONTROL FUND	CAPITAL ONE	5-19-601	MATERIALS AND SUPPLI	SHELTER	1,660.37
	KENNEBROOK HOME	5-19-601	MATERIALS AND SUPPLI	144057	1,284.80
		5-19-601	MATERIALS AND SUPPLI	143823	56.33
		5-19-601	MATERIALS AND SUPPLI	143945	60.46
	SEMINOLE CONTRACTING CO	5-19-619	BUILDING EXPENSE	ANIMAL SHELTER-ST. BLDG	874.64
	OSCEOLA ANIMAL CLINIC	5-19-611	VET BILLS	JULY 22 STATEMENT	443.00
	AMERICAN HERITAGE LIFE	5-19-503	GROUP INSURANCE	SHELTER	53.60
	AUTOZONE	5-19-601	MATERIALS AND SUPPLI	SHELTER-INV#2396081768	5.60
	RITTER COMMUNICATIONS	5-19-620	UTILITIES	SHELTER INV: 201253854	270.30
	METLIFE GROUP BENEFITS	5-19-503	GROUP INSURANCE	SHELTER	8.07
	DELTA DENTAL	5-19-503	GROUP INSURANCE	DELTA DENTAL	19.74
		5-19-503	GROUP INSURANCE	DELTA DENTAL	19.74
	DELTA VISION	5-19-503	GROUP INSURANCE	CITY 1293520	5.86
		5-19-503	GROUP INSURANCE	DELTA VISION	5.86
	PAULA EDWARDS	5-19-651	OPERATING EXPENSES -	PAULA EDWARDS	28.60
	EFTPS	5-19-502	PAYROLL TAX	FICA W/H	226.64
		5-19-502	PAYROLL TAX	FICA W/H	245.93
		5-19-502	PAYROLL TAX	MEDICARE W/H	53.01
		5-19-502	PAYROLL TAX	MEDICARE W/H	57.51
	RITTER COMMUNICATIONS	5-19-620	UTILITIES	201260192	142.15
	WEX FLEET UNIVERSAL	5-19-651	OPERATING EXPENSES -	WEX FLEET UNIVERSAL	771.60
	MUNICIPAL HEALTH BENEFIT FUN	5-19-503	GROUP INSURANCE	SHELTER	382.50
	OST, LLC.	5-19-648	IMMUNIZATIONS & PHYS	A CONTROL	32.00
	VISA	5-19-620	UTILITIES	SHELTER	131.99
	AT&T MOBILITY	5-19-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.82
		5-19-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.82
	BRAD CORNING	5-19-601	MATERIALS AND SUPPLI	SHELTER SUPPLIES	167.87
			TOTAL:		7,333.81

FUND: STREET FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
STREET DEPT	MISS CO COURTHOUSE	5-06-840	DUMPING-DISPOSAL	CLASS 4 STREET	2,789.01
	CAPITAL ONE	5-06-601	MATERIALS AND SUPPLI	STREET	154.29
	KENNEMORE HOME	5-06-601	MATERIALS AND SUPPLI	143509	10.99
		5-06-601	MATERIALS AND SUPPLI	143591	32.08
		5-06-601	MATERIALS AND SUPPLI	143621	31.21
		5-06-601	MATERIALS AND SUPPLI	143732	26.99
		5-06-601	MATERIALS AND SUPPLI	144033	8.79
	NEXAIR LLC	5-06-601	MATERIALS AND SUPPLI	NEXAIR LLC	94.14
	LEGAL SHIELD	5-06-503	GROUP INSURANCE	STREET	82.70
	GRAINGER INC	5-06-601	MATERIALS AND SUPPLI	INV#9386163688	70.24
	RIVERCITY HYDRAULICS, INC	5-06-650	REPAIRS & MAINTENANC	RIVERCITY HYDRAULICS, INC	209.55
	AMERICAN HERITAGE LIFE	5-06-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	110.16
	CITIZENS FIDELITY INS	5-06-503	GROUP INSURANCE	CITIZEN FIDELITY 8/1/22	23.47
	AUTOZONE	5-06-650	REPAIRS & MAINTENANC	STREET-INV2396075184	83.62
		5-06-650	REPAIRS & MAINTENANC	STREET INV#2396075977	26.71
	RITTER COMMUNICATIONS	5-06-620	UTILITIES	RITTER COMMUNICATIONS	137.19
		5-06-620	UTILITIES	RITTER COMMUNICATIONS	137.19
	METLIFE GROUP BENEFITS	5-06-503	GROUP INSURANCE	STREET	106.14
		5-06-503	GROUP INSURANCE	STREET	144.25
	O'REILLY AUTO STORES INC	5-06-650	REPAIRS & MAINTENANC	STREET	28.59
		5-06-650	REPAIRS & MAINTENANC	STREET	22.41
		5-06-650	REPAIRS & MAINTENANC	STREET	67.40
	DELTA DENTAL	5-06-503	GROUP INSURANCE	DELTA DENTAL	167.10
		5-06-503	GROUP INSURANCE	DELTA DENTAL	186.84
	APF FBO TEMPS PLUS	5-06-455	TEMP SERVICES WAGES	STREET	596.75
		5-06-455	TEMP SERVICES WAGES	STREET	616.00
		5-06-455	TEMP SERVICES WAGES	STREET	582.40
		5-06-455	TEMP SERVICES WAGES	STREET	331.10
		5-06-645	ADV, PROMOTIONS & DO	STREE	616.00
		5-06-455	TEMP SERVICES WAGES	STREET	604.45
		5-06-455	TEMP SERVICES WAGES	STREET	728.00
		5-06-455	TEMP SERVICES WAGES	CUST#135006-INV#5324847	569.80
		5-06-455	TEMP SERVICES WAGES	CUST#135006-INV#5324847	485.10
		5-06-455	TEMP SERVICES WAGES	CUST#135006-INV#5324847	728.00
		5-06-455	TEMP SERVICES WAGES	CUST#135006-INV#5324847	415.80
	INFORMATION NETWORK OF ARKAN	5-06-601	MATERIALS AND SUPPLI	INV#5152362	15.00
	GREENWAY EQUIPMENT CO	5-06-650	REPAIRS & MAINTENANC	STREET INV: 11671096	265.60
	DELTA VISION	5-06-503	GROUP INSURANCE	CITY 1293520	46.00
		5-06-503	GROUP INSURANCE	DELTA VISION	51.86
	POWERPLAN	5-06-650	REPAIRS & MAINTENANC	POWERPLAN	572.78
	EFTPS	5-06-502	PAYROLL TAX	FICA W/H	861.20
		5-06-502	PAYROLL TAX	FICA W/H	908.70
		5-06-502	PAYROLL TAX	MEDICARE W/H	201.40
		5-06-502	PAYROLL TAX	MEDICARE W/H	212.51
	WEX FLEET UNIVERSAL	5-06-601	MATERIALS AND SUPPLI	INV#82753078	76.32
	ODB COMPANY	5-06-650	REPAIRS & MAINTENANC	STREET INV: 8110322	877.98
	MUNICIPAL HEALTH BENEFIT FUN	5-06-503	GROUP INSURANCE	STREET	3,142.50
	OST, LLC.	5-06-648	IMMUNIZATIONS & PHYS	STREET	32.00
	VERIZON NETWORK FLEET, INC.	5-06-651	OPERATING EXPENSES -	VERIZON NETWORK FLEET, INC	150.41
	BARCLAYS	5-06-650	REPAIRS & MAINTENANC	STREET	763.47
AT&T MOBILITY	5-06-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.82	
PARMAN ENERGY GROUP	5-06-650	REPAIRS & MAINTENANC	INV# 0061532-IN	1,025.65	
	5-06-650	REPAIRS & MAINTENANC	INV#0063250-IN	1,534.00	
	5-06-650	REPAIRS & MAINTENANC	PARMAN ENERGY GROUP	550.64	

FUND: STREET FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-06-650	REPAIRS & MAINTENANC	INV#0066468	1,010.00
		5-06-650	REPAIRS & MAINTENANC	ELEC -INV#00692914-IN	988.94
	NAPA AUTO PARTS	5-06-650	REPAIRS & MAINTENANC	53-109424	221.94
	EDWARD RICHARDSON	5-06-510	TRAVEL & TRAINING EX	REIMB FOR TRAINING MATERIA	30.00
	TREDROC TIRE SERVICES	5-06-651	OPERATING EXPENSES -	STREET INV: 7640004537	493.30
		5-06-650	REPAIRS & MAINTENANC	7640004175	246.65
		5-06-650	REPAIRS & MAINTENANC	7640004175	680.35
		5-06-650	REPAIRS & MAINTENANC	7640004631	185.36
		5-06-650	REPAIRS & MAINTENANC	7640004686	246.65
			TOTAL:		26,578.49

FUND: SANITATION FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	BANCORPSOUTH EQUIP FINANCE	269	N/P BCS COMM L ROLL-O	CONTR#002-0070611-017	2,064.08
		263	N/P BCS COMM L GARBAG	INV#718445	4,346.63
				TOTAL:	6,410.71
SANITATION	MISS CO COURTHOUSE	5-07-840	DUMPING-DISPOSAL	CLASS 1 SANITATION	17,218.74
	CAPITAL ONE	5-07-601	MATERIALS AND SUPPLI	SANITATION	362.31
	NEXAIR LLC	5-07-601	MATERIALS AND SUPPLI	NEXAIR LLC	94.13
	LEGAL SHIELD	5-07-503	GROUP INSURANCE	SAN	51.80
	GRAINGER INC	5-07-601	MATERIALS AND SUPPLI	INV#9386163688	70.24
	AMERICAN HERITAGE LIFE	5-07-503	GROUP INSURANCE	AMERICAN HERITAGE LIFE	80.84
		5-07-503	GROUP INSURANCE	SAN	21.60
	MICHAEL GODSEY	5-07-619	BUILDING EXPENSE	STREET BREAK ROOM	297.00
	RITTER COMMUNICATIONS	5-07-620	UTILITIES	RITTER COMMUNICATIONS	137.20
		5-07-620	UTILITIES	RITTER COMMUNICATIONS	137.20
	METLIFE GROUP BENEFITS	5-07-503	GROUP INSURANCE	SAN	62.51
	PROTECTIVE LIFE AGENT FOR	5-07-503	GROUP INSURANCE	SAN	10.00
	DELTA DENTAL	5-07-503	GROUP INSURANCE	DELTA DENTAL	167.38
		5-07-503	GROUP INSURANCE	DELTA DENTAL	167.38
	ARKANSAS ENVIRONMENTAL ACADE	5-07-647	LICENSES	SOLID WASTE LICENSE TRAINI	625.00
	APF FBO TEMPS PLUS	5-07-455	TEMP SERVICE WAGES	SANITATION	558.25
		5-07-455	TEMP SERVICE WAGES	SANITATION	492.80
		5-07-455	TEMP SERVICE WAGES	SAN	616.00
		5-07-455	TEMP SERVICE WAGES	SAN	492.80
		5-07-455	TEMP SERVICE WAGES	SAN	385.00
		5-07-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	616.00
		5-07-455	TEMP SERVICE WAGES	CUST#135006-INV#5324847	488.95
	DELTA VISION	5-07-503	GROUP INSURANCE	CITY 1293520	44.70
		5-07-503	GROUP INSURANCE	DELTA VISION	44.70
	EFTPS	5-07-502	PAYROLL TAX	FICA W/H	790.45
		5-07-502	PAYROLL TAX	FICA W/H	818.51
		5-07-502	PAYROLL TAX	MEDICARE W/H	184.86
		5-07-502	PAYROLL TAX	MEDICARE W/H	191.43
	ATLAS ASPHALT, INC.	5-07-650	REPAIRS & MAINTENANC	SAN- INV#021102	1,371.08
	RUSTY'S AUTO PARTS	5-07-650	REPAIRS & MAINTENANC	SAN-2 INV	826.88
		5-07-650	REPAIRS & MAINTENANC	SAN-2 INV	826.88
	CROWS TRUCK SERVICE, INC	5-07-650	REPAIRS & MAINTENANC	CROWS TRUCK SERVICE, INC	208.32
		5-07-650	REPAIRS & MAINTENANC	CROWS TRUCK SERVICE, INC	53.08
		5-07-650	REPAIRS & MAINTENANC	SAN-#R101022370:1	1,456.00
	MUNICIPAL HEALTH BENEFIT FUN	5-07-503	GROUP INSURANCE	SAN	1,612.50
	VERIZON NETWORK FLEET, INC.	5-07-651	OPERATING EXPENSES -	VERIZON NETWORK FLEET, INC	64.76
	AT&T MOBILITY	5-07-610	TELEPHONE	PAST DUE-ACCT#287291125176	162.81
	PARMAN ENERGY GROUP	5-07-650	REPAIRS & MAINTENANC	INV# 0061532-IN	187.00
		5-07-650	REPAIRS & MAINTENANC	INV#0063250-IN	279.00
		5-07-650	REPAIRS & MAINTENANC	PARMAN ENERGY GROUP	847.00
		5-07-650	REPAIRS & MAINTENANC	INV#0066468	184.00
		5-07-650	REPAIRS & MAINTENANC	ELEC -INV#00692914-IN	1,520.00
	NAPA AUTO PARTS	5-07-650	REPAIRS & MAINTENANC	53-109424	221.95
	TREDROC TIRE SERVICES	5-07-650	REPAIRS & MAINTENANC	7640004637	1,343.26
	BARTON'S LEPANTO	5-07-619	BUILDING EXPENSE	STREET SER. CHRG. INV#8353	13.70
				TOTAL:	36,406.00
PEST CONTROL FUND	VECTOR DISEASE CONTROL	5-20-602	CHEMICALS AND SUPPLI	VECTOR DISEASE CONTROL	7,875.45
				TOTAL:	7,875.45

FUND: FIREMEN'S PENSION FU

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	CITY GENERAL FUND	207	GROUP INSURANCE W/H	HEALTH INSURANCE FIRE PENS	19.40
		207	GROUP INSURANCE W/H	HEART STROKE FIRE PENSION	100.44
		207	GROUP INSURANCE W/H	LIFE INSURANCE-FIRE PENSIO	18.96
		207	GROUP INSURANCE W/H	DENTAL FIRE PENSION	164.18
		207	GROUP INSURANCE W/H	VISION FIRE PENSION	45.16
	EFTPS	202	FEDERAL W/H PAYABLE	FEDERAL W/H	1,392.00
				TOTAL:	1,740.14

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===== FUND TOTALS =====
01  OSCEOLA LIGHT & POWER      3,579,255.11
02  CITY GENERAL FUND          481,057.94
03  STREET FUND                 26,578.49
04  SANITATION FUND             50,692.16
07  FIREMEN'S PENSION FUND      1,740.14
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GRAND TOTAL:                   4,139,323.84
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TOTAL PAGES: 18

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: 8/01/2022 THRU 8/31/2022

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: YES
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

**A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT
CONTRACT WITH A FULL-SERVICE GROCERY COMPANY;
AND OTHER PURPOSES.**

WHEREAS, the U. S. Department of Agriculture defines an area of Low Income and Low Supermarket Access as a Food Desert because of the poverty level and scarcity of grocery services within 1 mile of housing units in the tract; and

WHEREAS, by the federal census, Osceola is found to have two distinct tracts divided East to West by Ermen Lane. In the 2019 data, those citizens living east of Ermen Lane were found have a poverty rate of 43%. That census tract number is 050930110-00. The poverty rate of residents living on the west side was about 23%; and

WHEREAS, the US Department of Agriculture in its USDA Census Atlas Food Desert map declares the eastside census tract #050930110-00 as being both Low Income and Low Access (LI-LA) Tract; and

WHEREAS, the City desires to eliminate the identified scarcity of groceries and grocery services, and to attract business, jobs, and other economic benefits to the City and Mississippi County through a full-service grocery store with fresh meat, fresh produce, hot food bar, a deli bar and that

- (a) is located within LI-LA census tract 050930110-00, and
- (b) is located within one mile of an Osceola Housing Authority project, and
- (c) occupies an indoor space that has no less than 15,000 square feet.

WHEREAS, Ark. Code § 14-176-101, et seq., authorizes the City of Osceola to provide financial support to economic development projects, including the sale of goods; and

WHEREAS, following extensive solicitation, the City of Osceola has negotiated the terms of an Economic Development Contract, attached hereto as Exhibit A; and

WHEREAS, the City Council has reviewed and approved of the economic impact and cost-benefit analysis of the economic development project related to the Economic Development Contract, attached hereto as Exhibit B; and

WHEREAS, in accordance with Ark. Code 14-176-104(b), the City Council of Osceola hereby finds that:

- (a) The Economic Development Contract is in satisfactory written form;
- (b) A multiple year agreement is necessary for the success of the economic development project;
- (c) The economic development project fulfills the public purposes of new jobs, productive use of existing facilities, expansion of the tax base, and eliminating a food desert within the City of Osceola; and

- (d) The Economic Development Contract contains adequate criteria to measure the progress toward accomplishing the public purposes stated above, as well as recapture provisions in case measurement criteria are not achieved.

WHEREAS, in accordance with Ark. Code 14-176-108, the City Council of Osceola hereby finds that the appropriations provided for this economic development project do not exceed in a fiscal year five percent (5%) of the total of the city's unobligated general revenue and reserves of the previous fiscal year.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF Osceola, Arkansas that the Economic Development Contract attached hereto as Exhibit A is hereby approved.

PASSED THE _____ DAY OF _____, 2022.

APPROVED:

Sally Wilson, Mayor

ATTEST: _____, Jessica Griffin, City Clerk

Tax Back

RESOLUTION No. _____

RESOLUTION OF THE CITY COUNCIL OF [OSCEOLA] CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF [REMURIATE ARKANSAS LLC] TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15- 4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, [Remuriate Arkansas LLC] located at [2044 E Co Road 876 Osceola, AR] has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, [Remuriate Arkansas LLC] has agreed to furnish the local government all necessary information for compliance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF (COMMUNITY NAME), ARKANSAS, THAT:

1. [Remuriate Arkansas LLC] be endorsed by the City Council of [Osceola] for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to [Remuriate Arkansas LLC].
3. This resolution shall take effect immediately.

Title of head of governing body

Date Passed: _____

Attest: _____
Clerk



OFFICE USE ONLY

Project #

Project Manager

Date Received

Incentive Application

Consolidated Incentive Act of 2003

Incentive Program

Please select which of the following program(s) are applicable to this application:

Job Creation:

☒ **Advantage Arkansas** (Income Tax Credit program)

Investment: (construction, expansion, modernization)

☒ **Tax Back** (Sales and Use Tax Refund program)
For new or expanding businesses with a minimum required investment based on the tier in which the company locates. Tax Back must be combined with a job creation agreement.

Applicant

REMURIATE Arkansas LLC

Complete Company Name Filing for Advantage Arkansas Income Tax Credit

2044 E Co Road 876 Osceola, AR Mississippi County

Physical Location of Project - Street Number/Street/City/State/Zip County

Beth Hahne, HR

815-220-5050

Name and Title of Local Company Contact

Phone Number

bhahne@remuriate.com

www.remuriate.com

Company Contact E-mail Address

Company Website

**Information
for Advantage
Arkansas -
Income Tax
Credit**

Employer's Federal Tax ID Number 88-1947540

Arkansas Income Tax ID Number

Ownership of Company (Please check the appropriate box)

☐ Individual

☐ Partnership

☒ LLC

☐ Taxable Corporation
(C Corporation)

☐ Small Business Corporation
(Sub S Corporation)

If ownership of company is Individual, Partnership, LLC or Small Business Corporation, please provide the following information (a separate attachment may be submitted if necessary):

Name(s) of Owner(s)	Percent Ownership	Social Security Number or Federal Tax ID Number
Carus Family Investments	100%	46-1541805
Carus Family Investments		46-1541805
Carus Family Investments		46-1541805
Carus Family Investments		46-1541805

When does your tax year end? 12 31
Month Date

**Information
for Tax Back -
Sales and Use
Tax Refund**

Arkansas Sales and Use Tax ID Number

If sales and use tax refund will be issued to an entity other than the applicant, please provide the following information:

REMURIATE Arkansas LLC

Complete Company Name Filing for Tax Back Sales and Use Tax Refund

Same

Relationship to Applicant

122 Marquette St LaSalle, IL 61301

Mailing Address of Company Filing for Tax Back - City/State/Zip

Employment

Present employment: 57

Number of new employees resulting from this project: 32

Average hourly wage of new employees hired for this project: \$ 24

Total annual payroll of new employees hired for this project: \$ 2.3M

NOTE: To qualify for the income tax credits provided by the Advantage Arkansas program, the company must be an eligible business and meet the minimum payroll requirements for the Tier (county) in which the project is located. The Tier Map is available online at www.ArkansasEDC.com.

NAICS Classification Code

325180

Acid Regeneration

Description of principal business activity, products manufactured, etc.

If the applicant is a computer-related company, office sector business, motion picture company or a scientific and technical services business, 51% of the applicant's sales revenue must be derived from out of state.

If the applicant is a distribution center, 75% of their sales revenue must come from out-of-state customers.

What percentage of the applicant's sales is derived from out of state? _____%

NOTE: Information contained in this application is subject to audit by the Arkansas Department of Finance and Administration. If any of the above information is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits and may be required to repay any benefits received, plus penalty.

Consultant Information (If Applicable)

Beth A Hahne

815-220-5050

Name of Consultant filing this application

Phone Number

Consultant Firm Name

122 Marquette St

LaSalle, IL 61301

Mailing Address

City/ State/ Zip

bhahne@remuriate.com

Consultant E-mail Address

Project Plan

Please indicate the activity planned by the company associated with this application.

(Check all that apply)

☒ New Construction ☐ Expansion of existing business ☐ Modernization

Estimated Start Date of Project: 7/1/22 Estimated Completion Date of Project: 3/1/2024

Project Description:

Constructing & Operating an Acid Regeneration Plant for the steel industry.

Project Cost Estimates:

Land:	Description: The project site is located at the northwest intersection of State Route 119 and S. County Road 623 near Osceola, Arkansas. approximately 7-8 acres	0
		\$

Land Total: \$0

Building:	New construction: Building 32134 sq ft secondary 5207 sq ft cost for building would minimal since it is steel building	
		\$

Expansion or Purchase of existing facility:

\$

Building Total: \$

New Square Footage: 37711

Machinery and Equipment:	Description: spent pickle liquor tank farms that will regenerate acid through a chemical process and sent back to steel mill and it will create by-product that will be milled and packaged	
		\$

Machinery & Equipment Total: \$

Total Estimated Project Cost: [\$ as of 8/5/22 \$103,000,000]

Certification

The undersigned authority, Paul Carus acknowledges that he/she is
Company Official (Printed Name)
the owner or authorized official of the applicant company that has the authority to act on behalf of
the applicant.

This affidavit is made for the specific purpose of verifying that the information contained in this application is true and correct. The applicant acknowledges that only those eligible project costs incurred and/or employees hired after the date this application is received by the Commission will be considered for refund or credit. The Advantage Arkansas program requires a separate financial incentive agreement, signed by the applicant company and the Commission, before hiring any new, full-time, permanent employees. **The applicant company does hereby agree to report new job creation and investment figures annually to the Arkansas Department of Finance and Administration for the term of the incentive agreement and to the Arkansas Economic Development Commission upon request.**

President and CEO

Signature of Company Official

Title

Date

Contract Disclosure

Any individual contracting with the State of Arkansas must make full disclosure if he or she is a current or former: member of the General Assembly, Constitutional Officer, Board or Commission member, State employee, or the spouse or immediate family member of any of the persons described herein; or if such persons having any position of control or any ownership interest of ten percent (10%) or greater in the entity currently applying to contract with the State. Please indicate if this disclosure is required for this application. Failure to disclose such information is a criminal offense and shall render any contract with the State of Arkansas null and void.

Disclosure Required?: ☐ Yes or ☒ No

Press Release Disclosure

I ☐ do ☐ do not authorize the Arkansas Economic Development Commission to release to the press the new job creation and investment figures.

(Signing this authorization to release job creation and investment numbers is not mandatory. However, information about benefits received is public information and may be obtained through a Freedom of Information request filed with the Arkansas Department of Finance and Administration.)

Signature of Company Official

Title

Date

If you have questions about the incentive programs included in this application, please call the Arkansas Economic Development Commission at 501-682-7675 or visit the Commission's website at www.ArkansasEDC.com.

Submit this application to:
Business Development Division
Arkansas Economic Development Commission
1 Commerce Way, Suite 601
Little Rock, AR 72202

AEDC APPROVAL

The Commission's approval of this application is based upon its content. The eligibility provisions of the individual incentive programs will be administered by the Arkansas Department of Finance and Administration upon audit at a later date.

Signature of AEDC Incentives Manager

LICENSE AGREEMENT BETWEEN
OSCEOLA MUNICIPAL LIGHT & POWER
LICENSOR

AND

RITTER COMMUNICATIONS
LICENSEE

FOR

ATTACHMENT OF CABLES AND NECESSARY APPURTENANCES TO FACILITIES

DATED ~~1/11~~, 2022

LICENSE AGREEMENT
FOR
ATTACHMENTS OF CABLES AND NECESSARY APPURTENANCES TO FACILITIES

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LICENSE AGREEMENT

FOR

ATTACHMENT OF CABLES AND NECESSARY APPURTENANCES TO OSCEOLA MUNICIPAL LIGHT & POWER
FACILITIES

This License Agreement (hereinafter, the "Agreement") made as of the _____ day of June, 2022, by and between the Osceola Municipal Light & Power, a utility commission organized under the laws of the State of Arkansas, and located in Mississippi County, Arkansas, with a principal place of business at 303 West Hale Ave., Osceola, Arkansas 72370 (hereinafter called "Licensor") and Ritter Communications, whose federal tax I.D. number is _____, a corporation organized under the laws of the _____, (hereinafter called "Licensee").

WITNESSETH:

Whereas, Licensee proposes to install and maintain cables and necessary appurtenances for the purpose of providing television, video, data and/or information services to its customers in Osceola, Arkansas, in which both parties operate, desires to maintain, attach or install such cables, wires and appliances to certain facilities of Licensor and for which application is made to Licensor on the **Application and Permit for Attachment to Facilities** attached hereto as Exhibit A (such approved attachments hereinafter referred to as "authorized attachments" or "attachments"); and

Whereas, Licensee agrees that this Agreement is limited to the uses specifically stated above and any other use shall be considered a breach of the Agreement.

Whereas, subject in all instances to considerations of Licensor's service requirements including considerations of economy and safety, Licensor is agreeable to permit the attachment or installation of Licensee's Authorized Attachments to Licensor's facilities, except where provided otherwise in this Agreement. Additionally, Licensor shall have the right to refuse to issue any permit hereunder whenever Licensor, in its judgment, determines that the issuance of such a permit is not possible for safety, reliability and generally applicable engineering purposes, including the Licensor's ~~operations of Licensor's distribution or transmission systems.~~

Now, therefore, in consideration of the premises, the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement, the following terms when used herein shall have the following meanings:

ATTACHMENT is any material or apparatus now or hereafter used by either party Licensee in the construction, operation or maintenance of its plant installed on Licensor's facilities.

CODE means the applicable National Electrical Safety Code, as it may be amended from time to time, the latest requirements of the Occupational Safety and Health Act of 1970 and compliance with any lawful rules or orders now in effect or that may hereafter be issued by Licensor or other authority having jurisdiction.

OCCUPANCY is the maintaining or specifically reserving space for the attachments of parties on the same pole at the same time.

LICENSOR'S FACILITY is any pole or structure owned by Licensor upon which space is provided or offered under this Agreement for the attachments of both parties, and any other occupant subject to a similar license agreement.

REARRANGING OF ATTACHMENTS is the moving of attachments from one position to another on Licensor's facilities.

TRANSFERRING OF ATTACHMENTS is the removing of attachments from one facility and placing them upon another facility.

STANDARD SPACE ALLOCATION means an allocation of remaining space on facility.

OVERLASHING is the attachment by winding, securing, fastening, lashing, threading or looping of one cable onto another cable.

TAGGING is the identification of Licensee's attachments at each point of attachment to Licensor's facilities. Identification must be readable from ground level with the naked eye and acceptable to Licensor.

LICENSOR CONTRACTORS are the contractors who regularly do work for Licensor. Identification of those contractors will be available to Licensee upon request.

Commented [JC1]: This defined term is not used in the agreement. Consider deleting it.

CONDUIT is the underground facility of the Licensor where Licensee may request occupancy.

ARTICLE 2 – SCOPE OF AGREEMENT

This Agreement shall cover all Licensee's attachments to Licensor's facilities approved and agreed to in Exhibit A. This Agreement does not cover the installation or attachment of small wireless facilities, as defined by the Small Wireless Facilities Deployment Act found at Ark. Code § 23-17-501, et seq.

ARTICLE 3 – ACCESS

Licensor's approval of ~~is granting~~ Licensee's access to its facilities does not constitute ~~but is not offering any warranty of conditions, guarantee of electric service, grant of franchise, or any grant of easement,~~ which must be addressed separately from and independently of this Agreement. Specific sites ~~will be agreed to by the parties subject to availability and safety concerns, but does not include the provision of utility services including electricity. Licensee will be required to make separate and independent arrangements for these services.~~

ARTICLE 4 – PRACTICES

Licensee's attachments, in each and every location, shall be installed and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, the latest requirements of the Occupational Safety and Health Act of 1970 and in compliance with any lawful rules or orders now in effect or that may hereafter be issued by Licensor or other authority having jurisdiction. If Licensee's attachment is being made to Licensor's pole, the initial location of Licensee's attachments to be made on each pole will be designated by Licensor. Licensee also shall promptly reimburse Licensor all costs in connection with the initial installation or rearrangement of Attachments as outlined in Exhibit C. The location of any attachment may be reasonably re-designated by Licensor; and Licensee shall promptly change Licensee's attachment to the re-designated location at Licensee's expense.

Licensee's request for occupancy of conduits shall be submitted on Exhibit A. Licensee will be responsible for bearing all expense associated with the determination of availability and acceptability of allowing occupancy.

ARTICLE 5 – ACCESS RIGHTS

Licensee shall secure all legally required authority, permits and rights to place, maintain and operate its attachments on Licensor's facilities and obtain agreements from the owners of private property, if required, including, if legally required, the right to construct, maintain and operate the attachments on Licensor's facilities which it occupies. Licensee shall defend, indemnify and reimburse Licensor all loss and expense, including attorneys' fees, as provided for in Article 19, which Licensor may incur as a result of claims from governmental bodies, owners of property or others that Licensee ~~has not~~ lacks the sufficient right or authority for placing, operating and maintaining Licensee's attachments on Licensor's facilities in any particular area or areas. The Licensee shall have sole control over the defense and/or settlement of the matter, including sole control over which attorney shall handle the matter, if any. Should the Licensor desire, it may retain counsel of its choosing at its sole cost, to participate.

Licensee and Licensor shall at all times observe and comply with all laws, ordinances and regulations which in any manner affect the rights and obligations of Licensor under this Agreement, so long as such laws, ordinances or regulations remain in effect; and the provisions of this Agreement shall be subject to all such laws, ordinances and regulations. Licensee will also undertake the requisite environmental assessments it deems appropriate.

The primary use of any facility is for the provision of utility service by ~~licensor~~ Licensor. Licensor may reserve space on its own facilities if such reservation is consistent with a bona fide development plan that reasonably and specifically projects a need for that space in the provision of its core utility service. Licensor may permit Licensee to use the reserved space until the Licensor has an actual need for that space. When Licensor reclaims the space, it must afford the Licensee the opportunity to pay for the cost of any modifications needed to expand capacity in order to maintain its attachment. In the event Licensee's attachments interfere with the provision of electric service Licensee agrees to remove, readjust, or relocate its attachments at its own expense. Licensee shall not permit or suffer the installation

Commented [JC2]: We could need space on poles for many reasons that we do not yet know (ie. Public safety, public wifi, flags, banners, etc)

and existence of any other improvement (including, without limitation, transmission or reception devices) upon the Licensee's attachments to Licensor's facilities or premises if such improvement materially interferes with transmission or reception by Licensor's facility in any manner whatsoever.

Any offer and acceptance of an attachment agreement may be subject to regulatory approval.

Licensee shall be solely responsible for securing all necessary or appropriate approvals, consents, permits, permission, certificates or other authority (the "Approvals") from any Governmental Authority having jurisdiction over Licensee's use of the Licensor's Facilities, ~~including but not limited to the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").~~ Upon reasonable notice and request, Licensor shall provide Licensee with existing documentation or information regarding Licensor's facilities that Licensee may need to secure the necessary approvals. Licensee shall obtain all required approvals prior to effective date, including but not limited to (1) a completed copy of FAA Form 7460 or study number if legally required, and (2) copies of current AM/FM FCC licenses relating to Licensee's attachments, if legally required.

Commented [JC3]: This list should be much longer (City Council, APSC). I'd rather omit the examples.

Without limiting the generality of the foregoing, all installations, lighting, obstruction markings, and operations in connection with this Agreement by Licensee shall comply with all Applicable Law promulgated by each Governmental Authority having jurisdiction over same, ~~including but not limited to the FAA and the FCC,~~ and Licensor has no responsibility or liability for any of the same.

Failure to comply with this Article shall constitute a default of this Agreement on the part of the Licensee.

ARTICLE 6 – APPLICATION REQUIREMENTS

Before Licensee shall have a right to attach to any facility of Licensor, Licensee shall make application and receive a permit from Licensor. The application shall be in the form of Exhibit A, hereto attached and made a part hereof. Upon issuing such permit, Licensor agrees that Licensee is permitted to make the attachments thereby covered, subject to the terms and conditions of this Agreement. In accordance with the Agreement, Licensor reserves the right to determine whether ~~or not~~ to issue a permit. Licensor may consider in reviewing a permit application, issues of capacity, safety, reliability, and generally applicable engineering requirements, including the operation of Licensor's distribution and/or transmissions systems, any presently existing contractual obligation of Licensor to any public utilities, governmental bodies or other entities which may be entitled to use of, or control of such facilities and the terms of this Agreement. Licensor may also consider the adverse effect on any of Licensor's facilities including, but not limited to, all questions of economy, safety and future needs of Licensor. This application and permitting process is also a requirement for every instance where overloading is proposed. Licensor shall state the reasons for any denial in writing upon request of Licensee.

Upon Licensor's receipt of Licensee's "Application ~~for and~~ Attachment Permit", in the form of Exhibit A, hereto attached and made a part hereof, ~~Licensee's design and layout proposal will be subject to review by the Licensor.~~

~~When Licenser will reviews the application, and "Attachment Permit" in the form of Exhibit A, hereto attached and made a part hereof, will be signed and returned the application to Licensee indicating the Licensee's proposal acceptance or denial by Licenser without unreasonable delay.~~

If Licensee makes attachments without benefit of the requisite permit, Licensee is deemed in default of this Agreement.

ARTICLE 7 – PLACING OR REARRANGING ATTACHMENTS

Licenser reserves the right to refuse, on a non-discriminatory basis, to grant a permit in accordance with this Agreement, and reserves the right to revoke any such permit for the attachment to its facilities when Licenser determines, in its judgment, that such facility is required for its exclusive use or that the facility may not reasonably be rearranged or replaced to accommodate the attachment.

Commented [JC4]: Most cable companies will object to the breadth of this.

Where Licenser rearranges its facilities to accommodate Licensee, the Licensee shall pay Licenser's estimated cost of rearrangement in accordance with Article 11. Said estimate expires after the lapse of three months.

Licensee is prohibited from tampering with, interfering with, removing or relocating Licenser's facilities subject to this Agreement.

Licenser may require the placing or rearranging the property of Licensee. Licensee shall, at its own expense and to the satisfaction of the Licenser, place guys and anchors to sustain any unbalanced loads caused by the Licensee's attachments.

When Licenser is requested by Licensee to install grounds or make connections to Licenser's system neutral, Licensee shall pay Licenser for the estimated cost of installing such grounds or making such connections.

In the event that a request for attachments is made by Licensee and steps are taken by Licenser to carry out the request by performing necessary engineering and administrative work and the job is canceled by Licensee causing the job not to be done or completed, Licensee shall reimburse Licenser in accordance with Article 11.

Licenser reserves the right to inspect each attachment of Licensee on its facilities or in the vicinity of its equipment and to make periodic inspections as plant conditions may warrant; and Licensee shall reimburse Licenser for the expense of such inspections. Inspections will not be made more often than once every three years and upon notice to Licensee unless, in Licenser's judgment, such inspections are required for reasons involving safety or are required because of a violation of the terms of this Agreement by Licensee. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

Licensee shall assure that all of its work performed on Licenser's facilities, either by its own employees, or contractors, or subcontractors, shall be in compliance with all applicable NESC requirements. Licensee shall assure that any party installing facilities be familiar with the NESC requirements before being allowed to perform work on Licenser's facilities.

ARTICLE 8 – MODIFICATIONS AND/OR REPLACEMENTS

In the event that any facility to which Licensee desires to make attachments is inadequate to support or accommodate the additional facilities in accordance with the aforesaid specifications, Licensor will notify Licensee of the changes necessary to accommodate the requested attachments, together with the estimated cost thereof. Licensee shall pay to Licensor the estimated cost of making the changes in advance and Licensor shall make such changes. Should conditions significantly change between the time of the estimate and time work is performed so that actual costs exceed the estimate, Licensee shall reimburse Licensor the actual additional costs over the estimate. Licensee shall also pay in advance to the owner or owners of other facilities attached to such facilities any expense actually incurred by them for rearranging or transferring their facilities.

Should Licensor's need for its own service requirements or for changes it is required to make as a result of any governmental mandate, the space occupied by Licensee's attachments on any of Licensor's facilities, Licensor will notify Licensee in writing and will include the estimated costs necessary to accomplish the changes. Within thirty (30) calendar days after receipt of such notice, Licensee shall indicate in writing to Licensor that Licensee will remove its attachments.

Commented [JC5]: Most cable companies won't agree to this.

Licensee shall not be entitled to reimbursement of any amounts paid to Licensor by any governmental entity or authorized user.

ARTICLE 9 – MAINTENANCE OF FACILITIES

In instances of unplanned maintenance such as a vehicle accident involving Licensor's facilities, Licensor may remove Licensee's attachments or may temporarily or permanently relocate or replace Licensee's attachments. In the event its attachments are relocated or replaced, Licensee shall pay Licensor as provided for in Exhibit D. Licensor is in the business of providing electric service through its own attachments to its poles and towers. In the event of major damage to those poles and towers and Licensor's attachments thereto, including, but not limited to damage caused by tornadoes and/or ice or wind-storms, Licensor's primary responsibility is to restore service to its customers. At Licensee's option, Licensee's qualified contractor or subcontractor may reattach Licensee's attachments simultaneously with Licensor's restoration efforts so long as the repairs to Licensee's attachments do not interfere with Licensor's restoration efforts. Otherwise, Licensee's undamaged attachments will be reattached by Licensor upon completion of its own restoration as provided for in ~~exhibit~~ Exhibit D.

Any arrangements of Licensor's facilities or replacement of facilities required to accommodate Licensee's attachments shall be done by Licensor in accordance with Article 11.

Licensee shall reimburse Licensor, on a pro-rata basis, for keeping facilities clear of obstructions such as trees or brush as provided for in Exhibit D.

ARTICLE 10 – ABANDONMENT AND REMOVAL OF FACILITIES

If Licensor desires at any time to abandon any of its facilities to which Licensee's attachments are attached, it will attempt to give Licensee notice in writing to that effect at least sixty (60) calendar days

prior to the date on which it intends to abandon such facility. If Licensee's attachments are not removed at the time of abandonment, Licensors may remove Licensee's attachments and notify Licensee where its attachments are stored. Licensee will be billed in accordance with Exhibit D. Licensee shall hold harmless the Licensors from all obligation, liability, damages, costs, expenses or charges incurred because of or arising out of the removal of Licensee's attachments.

Upon receipt of not less than thirty (30) days' prior written notice from Licensors to Licensee that any attachment must be removed by reason of any Federal, State, County, Municipal or other governmental requirement, or the requirement of a property owner other than Licensors, the permit covering the use of said poles shall terminate and the attachments of Licensee will be removed promptly from Licensors's facilities at a cost due Licensors from Licensee in accordance with Exhibit D.

ARTICLE 11 – ALLOCATION OF COSTS FOR REARRANGEMENT, RELOCATION AND REMOVAL OF FACILITIES

The costs for any rearrangement, relocation and removal of Licensee's facilities not requested by the Licensee, including those required by Articles 8, 9, 10, and 15 shall be allocated to the Licensors, Licensee or other entity on the following basis: (1) if the rearrangement, relocation or removal of Licensee's facilities is the result of an additional attachment or the modification of an existing attachment sought by an entity other than the Licensors or Licensee, Licensee may request reimbursement for transfers or rearrangements from the third party requesting the modification; ~~or~~ or (2) if the rearrangement, relocation, or removal of Licensee's facilities is the result of the need to upgrade or reconfigure Licensors's ~~energy distribution/transmission systems~~, the Licensee shall be responsible for the rearrangement, relocation, or removal of Licensee's facilities. Licensors shall make a good faith effort to provide Licensee with adequate notice of the need for the rearrangement, relocation or removal of Licensee's facilities. Licensee shall make such modifications as quickly as possible.

Where Licensors rearranges its facilities to accommodate Licensee, Licensee shall pay Licensors's estimated cost of rearrangement in advance and Licensors shall thereupon make such changes in accordance with Exhibit A. Said estimate expires after the lapse of three months.

In the event a request for attachments is made by Licensee and steps are taken by Licensors to carry out the request by performing necessary engineering and administrative work and the job is canceled by Licensee causing the job not to be done or completed, Licensee shall reimburse Licensors for the actual costs incurred by Licensors with respect to the canceled job, including engineering, clerical, administrative and construction costs. In the event that Licensee has already submitted such a payment, Licensee shall be entitled to a refund of any monies not attributable to work already completed on the project when said notice of cancellation is sent.

Commented [JC6]: This paragraph is generally restated in Article 7.

ARTICLE 12 – SPECIAL PROJECTS AND CHANGES IN CHARACTER OF SERVICE

Installations other than those covered specifically by this Agreement shall be considered special projects submitted by Licensee to Licensors in writing on Exhibit A and shall be subject to separate negotiations. The design, construction and cost of such projects shall be decided and agreed upon, based

on mutual benefits of both parties; but no such project shall be undertaken without the prior written consent of Licensor.

Should Licensee propose a Change in the Character of Service, Licensee shall notify Licensor in writing of such proposal. Such requests will be handled in the same manner as in the above Paragraph of this Article for special projects.

ARTICLE 13 – TERMINATION OF PERMITS

Upon written notice from Licensor to Licensee that the use of any facility is no longer available for occupancy pursuant to this Agreement, the permit covering the use of such facility shall immediately terminate and Licensee shall remove, within sixty (60) calendar days or other reasonable period agreed upon by the Licensor and Licensee, its attachments from the affected facility at Licensee's expense. Upon receipt of written notice, Licensee shall have thirty (30) calendar days to propose an alternative location for its attachment. Upon agreement of the Licensee and Licensor such attachment shall be moved to the alternative location as an authorized attachment. If, after notice to remove is given, Licensee fails to remove its facilities within sixty (60) calendar days, Licensor shall proceed with the removal with no liability or repercussion from Licensee for damage that Licensee might sustain. Costs associated with removal by Licensor shall be borne by Licensee in accordance with Exhibit D.

Licensee may at any time request removal of its attachments from any facility of Licensor, and shall immediately give Licensor written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. Refund of any unearned rental or other fees or costs will be made upon removal. If Licensee surrenders its permit pursuant to the provisions of this Article, but fails to remove Licensee's attachments from Licensor's facilities within thirty (30) calendar days thereafter, Licensor shall have the right to remove Licensee's attachments at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities, and Licensee shall indemnify and hold Licensor harmless for claims and demands of third parties arising out of such removal in accordance with Article 19. If Licensee's attachments are removed by Licensor as provided by this Article, Licensor may dispose of such attachments at its discretion without the permission of and with no obligation to Licensee. In the event that Licensee's attachments be are removed from any facility as provided by this Article, no attachment shall again be made to such facility unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

This ~~article~~ Article shall not permit and shall not be utilized by Licensor to frustrate the purpose of this Agreement or to cause effective ejection of Licensee from Licensor facilities or effective termination of this Agreement.

ARTICLE 14 – PAYMENTS OF BILLS

Bills for expenses and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) calendar days after receipt. Late charges at the rate of one and one-half percent per month or the maximum provided by law, whichever is less, shall

accumulate and be applied to all outstanding bills not paid within thirty (30) calendar days after receipt thereof. Nonpayment of any such bill by Licensee shall constitute a default of this Agreement.

ARTICLE 15 – TRANSFERS

All attachments of Licensee on a pole or other facility that is being replaced or relocated may be transferred to the new pole or other facility by Licensor and Licensee shall be invoiced and shall pay for such transfers. Licensor, however, reserves the right to require transfers to be made by Licensee. In such case that transfer is not made within sixty (60) calendar days, the abandonment provision contained in Article 10 shall apply.

Charges by Licensor for transfers will be in accordance with attached Exhibit D. Exhibit D will be updated by Licensor as required to reflect current costs.

ARTICLE 16 – RENTAL PAYMENTS

Licensee shall pay Licensor rental fees for each facility to which any attachment is made pursuant to this Agreement. Said rental fees shall be paid, in advance, on the first day of the month of each annual period of rental. The total fee shall be based on the number of facilities to which attachments are being maintained on the first day of December next preceding said payment date. The amount agreed upon shall be retroactive to the first day of the calendar quarter in which this Agreement is executed. For the purpose of computing these rental payments, each outstanding permit shall be construed as if the attachment authorized thereby had been made as of the day of the approval thereof by the Licensor even though the attachment has not been made on such date. The first payment of rental for each facility shall include an amount based on a yearly rental amount prorated from the first day of the calendar in which the license or permit is granted.

No refund of any attachment fee will be paid on account of any termination or surrender of a permit granted hereunder except for removal of an entire system which shall be refunded from the date of entire removal of the system.

At intervals not exceeding five years, an actual inventory and inspection of attachments shall be made. The entire cost of inventory and inspection shall be borne by all licensees, entities with attachments on Licensor's facilities other than Licensor. Licensee shall pay its proportional share of inventory and inspection costs that will be calculated by multiplying the total costs of inventory and inspection by a fraction that is equal to the total number of Licensee's attachments divided by determined by each licensee's percentage of attachments to the total number of attachments on Licensor's facilities by entities other than Licensor and is due within thirty (30) calendar days upon receipt by Licensee of billing. If it is found by such inventory that Licensee has made one or more attachments to a facility Licensor's facilities of Licensor without the "Attachment Permit" as provided in Article 5, Licensee shall pay as liquidated damages for safety and liability aspects of unauthorized attachments, a per-attachment fee for unauthorized attachment as provided in Exhibit D. In addition to liquidated damages, Licensee shall pay the appropriate rental amount plus late charges from the first of the year in which the contacts were installed until the time the contacts are discovered. If said date of attachment cannot be



determined, Licensee shall pay the regular contract rental rate plus late charges for such attachment from the date of the prior inventory, not to exceed five years.

No refund shall be made for attachments paid for but found by inventory to have been removed without notification.

ARTICLE 17 – ~~REVISION OF THE RENTAL RATE~~

In consideration of being permitted to occupy space on Licensor's facilities with its equipment, Licensee shall pay rental for each facility occupied as shown below: ~~These rates shall be effective through 2026.~~

Invoice for 2022	\$9.00
Invoice for 2023	\$10.00
Invoice for 2024	\$11.00
Invoice for 2025	\$12.00
Invoice for 2026	\$12.00

After 2026, the rental rate shall be increased annually at a rate that is equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics (All Items, All Urban Consumers, 1982-1984=100) for the previous 12 months using the December (published in January) report, provided that no increase shall be less than two percent (2%) nor more than five percent (5%).

ARTICLE 18 – ~~FEES AND, CHARGES AND RENTS~~

Licensee shall make payment within thirty (30) calendar days of receipt of an invoice, of any fees and charges properly imposed upon it by this Agreement.

Each application for license shall be accompanied by a Survey Fee payable to Licensor as provided for in Exhibit D. This fee covers any pre-licensing inspection of facilities and is an average charge for the necessary survey and administrative work involved in issuing a License.

Upon execution of this Agreement, Licensee shall pay a License Preparation Fee to Licensor as provided for in Exhibit D. This fee is a nonrecurring charge for the necessary administrative and processing work involved in issuing a License Agreement.

~~In consideration of being permitted to occupy space on Licensor's facilities with its equipment, Licensee shall pay rental for each facility occupied as provided in Exhibit D.~~

A Fee for Unauthorized Attachment shall be charged when Licensor reasonably determines Licensee has occupied Licensor's facilities without first having obtained a Permit. The Fee for Unauthorized Attachment shall be as provided in Exhibit D.

A Reserved Space Fee shall be the fee charged for the removal of Licensee's attachments from one of Licensor's facilities to another of Licensor's facilities in accordance with the terms of this Agreement.

Right-of-Way Maintenance shall be the pro-rata cost to Licensor for keeping Licensee's attachments clear of trees, limbs or brush in connection with Licensor's normal maintenance activities; however, this fee may be incorporated in the Pole Attachment Fee. If Licensee requires Right-of-Way Maintenance other than Licensor's normal maintenance it will be at the expense of the Licensee.

A Removal of Licensee's Attachments Fee shall be charged to Licensee in accordance with the terms of this Agreement in every instance where it is necessary or desirable for Licensor to remove Licensee's attachments from Licensor's facilities as set out on Exhibit D in this Agreement.

In addition to the assessment of the Fee for Unauthorized Attachments, a penalty shall apply for unauthorized attachments as provided in Exhibit D.

The current charges for the Engineering Fee, Application Fee, Inspection Fee, Rental Fee, and Fee for Unauthorized Attachment and Penalty Fee for Unauthorized Attachment are set forth in Exhibit D, Fees, Charges and Rents, attached hereto and made a part hereof.

The Fees, Charges and Rents set forth on Exhibit D are subject to adjustment by Licensor annually effective as of January 1, upon thirty (30) calendar days prior written notice to Licensee in accordance with Article 17. All rentals contained in Exhibit D are in effect and payable until adjusted. The pole attachment rental rates shall remain in effect for five years.

Wherever this Agreement provides for Licensee to pay for work done by Licensor, the charge for such work shall include all actual, reasonable, cost-based material, labor, engineering and administrative costs and applicable overheads in accordance with public utility accounting practices. Licensor will credit Licensee for salvage, if any.

ARTICLE 19 – LIABILITY AND DAMAGES

Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of service of Licensee's service or for interference with the operation of Licensee's facilities of Licensee arising out of the use of Licensor's facilities. Additionally, Licensor shall not be liable to Licensee for any interruption of Licensee's service of Licensee or for any interference with the operation of Licensee's facilities of Licensee arising out of a cause outside the control of Licensor.

~~Licensor and~~ Licensee shall exercise special precautions to avoid damaging the facilities of the ~~other~~ Licensor and of others occupying Licensor's facilities and each hereby assumes responsibility for the costs of making repairs or replacements of such damage to the property of the other that the damaging party causes. Licensee shall make an immediate report to Licensor of the occurrence of any such damage known to Licensee and hereby agrees to reimburse the respective owners for the expense incurred in making repairs. If Licensee shall fail to exercise precautions to avoid damage or if Licensee shall fail to immediately report the occurrence of such damage, such failure shall constitute a default of this Agreement.

Licensee shall indemnify, protect, save harmless and defend Licensor, and its affiliated and associated ~~companies, shareholders, directors~~ entities, officers, agents, representatives and employees from and against any and all claims and demands for damages to tangible property and injury to or death of persons, including payments made under any Workmen's Compensations Law for Licensor or third parties and any other actual damages which may arise, including attorneys' fees, out of or caused by the erection, maintenance, use or removal of Licensee's cable, equipment and facilities or by any act of Licensee on or in the vicinity of Licensor's facilities or Licensee's breach of any part of this Agreement except to the extent of the intentional misconduct or gross negligence of Licensor. Licensee shall also indemnify, protect, save harmless and defend Licensor and its affiliated and associated ~~companies, shareholders, directors~~ entities, officers, agents, representatives and employees from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander and against all claims and demands for infringement of patents with respect to the manufacture, use and operation in combination with Licensor's poles, anchors or other facilities or otherwise. Licensee's indemnity obligations hereunder shall extend to and include all actual costs including overhead costs (including the services of Licensor's regular employees and retained attorneys) incident to the investigation and defense of all claims and demands to which Licensee's indemnity obligations apply.

NOTWITHSTANDING anything herein to the contrary, Licensee shall have sole control over the defense and/or settlement of any matter which requires indemnification of Licensor under this agreement, including sole control over which attorney shall handle the matter, if any. Should the Licensor desire, it may retain counsel of its choosing at its sole cost, to participate.

Without limiting any obligations or liabilities of Licensee under this Agreement, Licensee shall provide and maintain for the term of this Agreement, at its own expense, without direct reimbursement, insurance coverage's in the forms and amounts that Licensee believes will adequately protect it but in no case less than the following: 1) Workers' Compensation Insurance in accordance with all applicable state, and federal laws, including Employers Liability Insurance in the amount of \$1,000,000 per accident. Policy shall be endorsed to include a waiver of subrogation in favor of Osceola Municipal Light & Power. 2) Commercial General Liability Insurance including Contractual Liability Coverage, covering liability assumed under this Agreement, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, and Personal Injury Coverage in the amount of \$5,000,000 per occurrence for Bodily Injury and Property Damage. 3) Commercial Automobile Liability Insurance including all owned, hired, leased, assigned, and non-owned vehicles, with a combined single limit of not less than \$5,000,000 per accident. 4) Excess Liability Coverage to provide excess of coverage for the above provisions in the amount of \$5,000,000 per occurrence. Licensee's insurance policies required by numbers (2) through (4) above, shall include the Licensor as an additional insured. All of Licensee's policies of insurance shall be primary insurance and non-contributing with any other insurance, maintained by Licensor. Policies are to provide Licensor with thirty (30) calendar days prior written notice of cancellation. Licensee shall provide Licensor with Certificates of Insurance issued to the Licensor evidencing coverage currently in effect upon execution of and for the duration of this Agreement. Licensee shall be fully responsible for any deductible

or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained. Unless agreed otherwise in writing by Licensor, any contractor or subcontractor providing services under this Agreement shall be required to carry insurance coverage's in a form and amount consistent with the requirements of this Article and Certificates of Insurance evidencing such coverage shall be presented to Licensor prior to commencement of services by the contractor or subcontractor.

Licensee shall furnish a performance bond in the sum of not less than \$75,000 or in an amount agreed to by Licensor or satisfactory evidence to Licensor of contractual insurance coverage to guarantee the payment of any sums which may become due Licensor for rentals, inspections or for work performed for the benefit of Licensee under this Agreement, including the removal of attachments upon termination of this Agreement by any of its provisions. Licensor may waive the bond requirement on an annual basis.

ARTICLE 20 – DUTIES, RESPONSIBILITIES, AND EXCULPATION

Licensee does hereby acknowledge and agree that Licensor does not warrant the condition of the premises or its facilities and equipment as to its safety whatsoever and Licensee does hereby assume all risk of any damage, injury or loss of any nature whatsoever caused by or in connection with the use of said equipment and that it does hereby agree to indemnify, defend, protect, and hold Licensor harmless in accordance with Article 19.

If Licensee becomes defunct or files bankruptcy any time during the term of this Agreement, Licensor shall have the right to utilize the proceeds of the performance bond for reimbursement for removing Licensee's facilities located on or adjacent to Licensor's facilities.

By executing this Agreement, Licensee warrants that it has or will fully acquaint itself and its employees and/or contractors and subcontractors with the conditions relating to the work it will undertake under this Agreement, that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work and shall employ or engage only skilled and competent personnel in the performance of installation and maintenance activities under this Agreement.

It is further understood and agreed by and between the parties that in the performance of work performed under this Agreement, Licensee, its agents, servants, employees, contractors and subcontractors may be required to work near, about, adjacent to and in the vicinity of electrically energized lines, transformers, or other equipment of Licensor, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency which might endanger life, cause grave personal injury, or property damage. Licensee is fully and solely responsible for seeing that its employees, servants, agents, contractors and subcontractors shall have the necessary skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Licensor, and the general public, from harm or injury while performing work permitted pursuant to this Agreement, and for furnishing said employees, servants, agents, contractors and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner while the existing equipment of Licensor remains energized. Licensee agrees that in

emergency situations in which it may be necessary to de-energize any part of Licensor's equipment, Licensee shall be solely responsible to see that work is suspended until the facilities have been de-energized and that no such work is conducted unless and until the facilities are de-energized.

In the event Licensor de-energizes any equipment or line at Licensee's request and for its purposes, benefit, and convenience in performing a particular segment of any work, Licensee shall reimburse Licensor in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. ~~In the event that~~ If Licensee shall cause an interruption of service by damaging or interfering with any equipment or facilities of Licensor, Licensee shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Licensor immediately. In accordance with Article 19, Licensee shall be solely responsible for any injuries or damages or claims for losses growing out of such interruption or de-energization of Licensor's electric system, and does hereby indemnify and hold harmless Licensor therefrom.

Licensee further warrants that it is apprised of, conscious of, and understands the imminent dangers inherent in the work necessary to make installations on Licensor's facilities by Licensee's personnel, employees, servants, agents, contractors or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's personnel, employees, contractors and subcontractors of such dangers, and to keep them informed regarding same.

ARTICLE 21 – TAXES

All taxes, assessments, license fees, operating fees, franchise fees, and other charges that are levied or assessed against Licensee's tangible personal or real property installed or located in or on the Licensor's Facilities, against any business activities conducted by Licensee in or on Licensor's Facilities, or against Licensee on account of any activities of Licensee whatsoever in or on Licensor's Facilities, shall be paid by Licensee.

ARTICLE 22 – SUBORDINATION

Licensor may from time to time, grant liens, deeds of trust, mortgages or other security interests covering the Licensed Premises herein.

ARTICLE 23 – RIGHTS OF OTHER PARTIES

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any facilities covered by this Agreement, subject to the prior rights, if any, of Licensee to use such facilities. No payment made pursuant to this Agreement shall create or vest in Licensee or anyone else any ownership interest in any property or facility of Licensor.

Licensee shall not sublease Licensee's lines or facilities attached to Licensor's facilities or allow another entity to attach lines or facilities to any of Licensee's lines or facilities attached to Licensor's facilities without the express written approval of Licensor. A violation of this Article 23 shall constitute a default of this Agreement.

ARTICLE 24 – SERVICE OF NOTICES

Wherever in this Agreement notice is provided to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed as follows:

If to Licensor, at
Osceola Municipal Light & Power
Attn: General Manager
P.O. Box 443
Osceola, AR 72370

If to Licensee, at
Ritter Communication
Attn:

Or to such other address as either party may, from time to time give the other party written directions to use for such notice.

ARTICLE 25 – TERMINATION OF AGREEMENT

If Licensee shall fail to comply with any of the terms or conditions of this agreement or defaults in any of its obligations under this Agreement and shall fail within thirty (30) calendar days after receipt of written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the facilities as to which such default or noncompliance shall have occurred; provided, however, that where the nature or circumstances surrounding such default cannot reasonably, in Licensor's opinion, be cured within said thirty (30) calendar day period, and further provided that if Licensee has proceeded promptly to cure same and continues to pursue such curing with all due diligence, the period for curing such default may be extended for such period of time as may be necessary, in Licensor's reasonable opinion, to complete such curing.

In addition, subject to the above paragraph, Licensor shall have the right to terminate this entire Agreement, or individual licenses granted hereunder. 1) If Licensee's attachments are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or 2) If any permit or other authorization which may be required by any governmental authority, or from any property owner, for the use, operation or maintenance of Licensee's cables, equipment and facilities on Licensor's facilities is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or 3) Uses of Licensor's facilities not specifically provided

for in this Agreement, or 4) If Licensee defaults under any of Articles 4, 5, 6, 14, 19, 23, 26, or 37 of this Agreement unless cured pursuant to this Article.

If any insurance carrier providing any coverage pursuant to Article 19 shall at any time notify Licensor that a policy or policies of insurance, will be canceled or changed so that the requirements of Article 19 will no longer be satisfied, then this Agreement shall cease and terminate without further notice, the effective date of which cancellation or change unless adequate replacement coverage is obtained prior to the expiration or termination of the original coverage.

This Agreement shall not automatically cease and terminate in the event Licensee becomes the target of an involuntary corporate takeover attempt, if Licensee successfully repels such takeover attempt within one hundred twenty {120} calendar days of its commencement. Should a takeover attempt be successful, Article 26 shall apply.

ARTICLE 26 – ASSIGNMENT OF RIGHTS

Licensee shall not assign or transfer the privileges contained in this Agreement voluntarily or involuntarily without the prior consent in writing of Licensor. Such consent shall not be unreasonably withheld by Licensor. The assignment or transfer by Licensee of such privileges without written consent of Licensor shall constitute a default of Licensee's obligations and, notwithstanding any other provisions of this Agreement, Licensor may at its option forthwith terminate this Agreement or any license issued hereunder.

Subject to the provisions of the above paragraph, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE 27 – CONVEYANCE OR SALE OF FACILITIES

In the event of a sale, donation, exchange, or other disposition or conveyance by Licensor to a third party of fee simple title to the real property comprising or including the Facilities or the real property on which they are constructed as of the date that such conveyance is effective to third parties, Licensor shall be automatically, irrevocably and completely relieved from any liability on account of any matters arising or accruing after said effective date, and the transferee shall for all purposes be treated and regarded as the Licensor after such effective date.

ARTICLE 28 – TERM OF AGREEMENT

This Agreement shall become effective upon its execution and if not terminated in accordance with other provisions of this Agreement, shall continue in effect for an initial term (the "Initial Term") of five years with the option to renew this Agreement for an additional term of five years (the "Renewal Term") upon sixty {60} calendar days written notice, from Licensee to Licensor, prior to the expiration of the Initial Term; provided, however, that Licensee or Licensor can shorten the Renewal Term with or without cause. The Initial Term can only be terminated for breach.

Upon termination of the Agreement in accordance with any of its terms or conditions, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately begin to remove its attachments, and Licensee shall complete such removal within six months next following the

termination date. Despite any such termination, Licensee shall pay the rental payments provided herein until all attachments are removed. If not so removed, Licensors shall have the right to remove Licensee's attachments at the cost and expense of Licensee and without any liability therefore; and Licensee shall be conclusively presumed to have abandoned all such attachments not so removed by the Licensee, so that Licensors may dispose of the same in the manner Licensors wish to use.

Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's attachments as provided for in Article 19.

ARTICLE 29 – AMENDMENTS

Any amendment to this Agreement, to be effective, must be in writing and signed by both parties hereto.

ARTICLE 30 – EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of facilities are by mutual consent hereby abrogated and superseded by this Agreement.

ARTICLE 31 – ELECTRICAL SERVICE TO LICENSEE

Electrical service to Licensee shall be provided according to standard practices by the Licensors and shall be covered under a separate agreement.

ARTICLE 32 – FRANCHISE RIGHTS

Notwithstanding anything elsewhere herein provided, nothing contained in this Agreement shall abrogate, limit or affect any obligation of Licensee under any franchise granted to Licensee.

ARTICLE 33 – WAIVER

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice to declare this Agreement or any permits granted hereunder terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

ARTICLE 34 – ENVIRONMENTAL

Each party will be fully and solely responsible for environmental contamination caused by its facilities, attachments, contractors, agents or employees, and Licensee will undertake the requisite environmental assessments it deems appropriate.

ARTICLE 35 – SIGNS

Licensee shall not have the right to place, construct or maintain signs on the Licensors' facilities or any underlying property without the prior written consent of Licensors. However, Licensee is required to identify its attachments by tagging.

ARTICLE 36 – SURRENDER; HOLD OVER

Upon termination of the Agreement, whether by expiration, cancellation, forfeiture or otherwise, Licensee shall remove the above-ground portions of its property installed, placed or erected on Licensor's Facilities by Licensee. Licensee shall have ninety {90} calendar days after termination of this Agreement within which to dismantle and remove the said property at its costs, regardless of any considerations of force majeure or factors beyond Licensee's control. After the aforementioned period, all property not removed by Licensee shall become the property of Licensor, except that Licensor, at its option, upon termination of this Agreement, may require Licensee to remove any or all of the above-ground portions of such property and to pay the cost of such removal.

In the event Licensee remains in possession of Licensor's Facilities after the expiration of this Agreement, Licensee shall be deemed to be doing so from month to month only, at one and one-half times the rate of the fee in effect during the last month of the Term of the Agreement, and subject in all respects, except as to the duration of the tenancy, to the provisions of this Agreement. Either Licensor or Licensee may terminate such tenancy upon at least thirty {30} calendar days prior written notice.

ARTICLE 37 – PARTIAL INVALIDITY

In the event any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance shall be deemed by the appropriate jurisdictional governing or legal authority to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 38 – DISPUTES

Before initiating any litigation based in whole or part upon this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations held in the City of Osceola, Arkansas and, failing such negotiations, attempt to mediate the dispute using a mediator that is agreed to by the parties and conducted within 100 miles of the City of Osceola, Arkansas. The parties shall each pay their own costs to prepare and participate in mediation, including attorney fees, and shall evenly divide the mediator's costs.

Any litigation based in whole or part upon this Agreement shall only be initiated in the Circuit Court of Mississippi County, Arkansas.

ARTICLE 39 – GOVERNING LAWS

The interpretation of the provisions of this Agreement and of the rights of the parties hereto shall be under the laws of the state of Arkansas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day and year first above written, each party hereto retaining an executed copy hereof.

Osceola Municipal Light & Power
Licensor

By: _____

Witness: _____

Date: _____

Title: General Manager

Ritter Communication
Licensee

By: _____

Witness: _____

Date: _____

Title:

Permit NO. _____

EXHIBIT A - APPLICATION AND PERMIT FOR ATTACHMENT TO FACILITIES

Licensee _____

Date _____, 20____

Contract No. _____

Town/Operating Area _____
(one area per application)

To Whom It May Concern:

In accordance with the terms and conditions of our Agreement dated _____, application is hereby made for a permit to make _____ attachments to Osceola Power & Light's facilities for installation of _____ attachments at the locations detailed below and/or shown on the attached design and layout proposal.

Type of Attachment _____

Specific Location _____

Advance payment is enclosed for a non-refundable fee as required in the Agreement in the amount of \$_____. Attachments, as provided for under this "Application and Permit", shall commence within thirty (30) calendar days and be completed within one hundred twenty (120) calendar days of the approval date as set forth below, otherwise this application and permit shall become null and void, and prepaid fees will not be refundable.

Licensee: _____

BY: _____

Title: _____

(To Be Completed By Osceola Power & Light)

_____ Permit will be granted, subject to your approval of the necessary changes and rearrangements at a cost to you of \$_____, payable in advance.

_____ Permit denied under Section _____

Date: _____, 20____

Comments: _____

By: _____

Title: _____

(To Be Completed By Licensee)

The above changes and rearrangements approved _____, 20____, and advance payment is enclosed.

Licensee _____

By: _____

Title: _____

Permit issued _____, 20____

Total Previous Attachments _____

Attachments This Permit _____

New Total _____

Routing Instructions: _____

Osceola Power & Light

By: _____

Title: _____

- (1) The party preparing this application will send three signed copies and application fee to Osceola Power & Light
- (2) Osceola Power & Light will return two copies approving the application or requesting approval and pre-payment of make ready work when required
- (3) The party will return two copies approving make ready work along with pre-payment
- (4) After receipt of pre-payment, Osceola Power & Light will return one final approved copy

PERMIT NO. _____

EXHIBIT B - NOTICE OF REMOVAL OF ATTACHMENT TO FACILITIES

Licensee _____

Date: _____, 20____

Contract No. _____

Operating Area _____
(one area per application)

To Whom It May Concern:

In accordance with the terms and conditions of our Agreement dated _____, 20____, please cancel from your records attachments to the following facilities from which Licensee's attachments were removed on _____, 20____.

Type of Attachment

Specific Location

Licensee

By: _____
Title: _____

Notice Acknowledged:

_____, 20____

Osceola Power & Light

Total Previous Attachments _____

Attachments Removed _____

By: _____

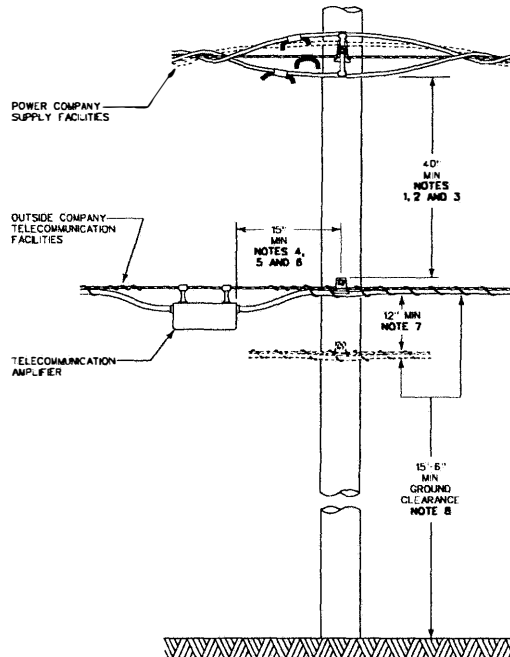
New Total _____

Title: _____

Routing Instructions:

- (1) The party preparing this application will send two copies to Osceola Power & Light.
- (2) Osceola Power & Light will return one copy acknowledging the removals.

EXHIBIT C – DESIGN AND CLEARANCE



NOTES:

1. TELECOMMUNICATION EQUIPMENT OTHER THAN COMMUNICATION CABLE SHALL NOT BE INSTALLED ON CAPACITOR, TRANSFORMER, REGULATOR, RECLOSER, SECTIONALIZER, OR PRIMARY/SECONDARY RISER POLES.
2. CLEARANCE REQUIRED FROM SUPPLY CIRCUIT CONDUCTORS RATED 8.7 kV OR LESS, GROUNDING EQUIPMENT (E. TRANSFORMER) CASES AND ALL-DIELECTRIC SELF-SUPPORTED (ADSS) FIBER OPTIC-SUPPLY CABLES. OTHER SUPPLY CIRCUIT CABLES INCLUDE DUPLEX, QUADRUPLIX AND NEUTRAL CONDUCTORS. SUPPLY CIRCUIT CONDUCTOR CLEARANCES INCREASE IF SUPPLY CONDUCTORS ARE MORE THAN 8.7 kV. REFER TO NATIONAL ELECTRIC SAFETY CODE (NEC) TABLE 235-5. FOR SAG CLEARANCE REQUIREMENTS, REFER TO RULE 235C2b(1)(a).
3. FOR CLEARANCES FROM STREET LIGHTING BRACKETS, REFER TO D.S. 702.
4. SUPPLY SERVICE CONDUCTOR ATTACHED DIRECTLY TO THE POLE SHALL MAINTAIN A MINIMUM OF 40 INCHES CLEARANCE TO METAL OBJECTS OF TELECOMMUNICATION EQUIPMENT. TABLE 238-1 OF NESC
5. ATTACHMENTS OF ALL COMMUNICATION TYPE FACILITIES TO BE ON THE SAME SIDE OF POLE. CATV SERVICES TO BE TAKEN OFF CATV CABLE AND MESSENGER, AND NOT AT POLE. PROVIDE 30 INCHES HORIZONTAL CLIMBING SPACE THROUGH ATTACHED EQUIPMENT.
6. TELECOMMUNICATION ATTACHMENTS AND ASSOCIATED EQUIPMENT, SUCH AS AMPLIFIERS, SHALL BE INSTALLED IN A MANNER SATISFACTORY AS TO NOT TO INTERFERE WITH THE PRESENT OR ANY FUTURE USE WHICH COMPANY MAY DESIRE TO MAKE OF ITS POLES. NO STANDBY POWER SUPPLY EQUIPMENT SHALL BE PERMITTED TO BE ATTACHED TO COMPANY POLES.
7. THE MINIMUM SPACING BETWEEN TELECOMMUNICATION POLE ATTACHMENTS FOR CONSTRUCTION/MAINTENANCE.
8. DIMENSION SHOWN IS A MINIMUM SAG CLEARANCE ABOVE GROUND FOR INSULATED TELECOMMUNICATION CONDUCTORS AND CABLE UNDER NESC ZONE CONDITIONS. POLE ATTACHMENT LOCATION MAY BE AT A DIFFERENT HEIGHT. REFER TO RULE 232 AND TABLE 232-1 OF THE NESC FOR REQUIREMENTS TO DETERMINE THE PROPER POLE ATTACHMENT HEIGHT.

CLEARANCES FOR JOINT USE TELECOMMUNICATION EQUIPMENT AND CABLES

EXHIBIT D - FEES, CHARGES AND RENTS

Effective Date: _____

Preparation Fee (non-refundable)	\$3,000 one-time fee for first time application In a Licensor's legal entity
Pole Attachment Rental Rate with	Invoice for 2022 ——— \$9.00 See Article 17 Invoice for 2023 ——— \$10.00 Invoice for 2024 ——— \$11.00 Invoice for 2025 ——— \$12.00 Invoice for 2026 ——— \$12.00
Up Front Engineering Pole Survey Fees	\$20.00 per application for processing \$10.00 per pole for engineering \$10.00 per pole for cost estimate (if required)
Periodic Inspection Fee	Cost including reasonable overhead (not to exceed 25%)
Rental Fee for Unauthorized Attachment	\$30.00 per pole per year since last inventory or date of contract whichever is the most recent.
Transfer of Attachments from old facility to new facility for non-severed cable	\$35.00 for accessible pole \$69.00 for inaccessible pole
Right of Way Maintenance	Included in Pole Attachment Rate at Licensor's expense.
Restoration of service if cable not damaged	At Licensee's expense
Rearrangement of Facilities consisting of one secondary and one service Make Ready on a non-replacement pole. Cost for any additional services on a pole or a pole replacement cost will be the Licensor's estimated cost.	\$100.00 per accessible pole \$200.00 per non-accessible pole
Licensee's rate for Licensor return trip to job site for Licensor crew to remove a pole being replaced which was originally left at the job site because of Licensee's attachments being removed.	\$60.00 per pole
Removal of Licensee Facilities	Estimated reasonable cost for the specific facilities to be removed.

NOTE: The fees and charges identified in this Exhibit D are uniformly imposed on all attaching entities and intended to generally recover costs incurred by Licensor in administering and managing attachments. Except for the Pole

Attachment Rental Rate, the fees and charges may be hereafter modified as required to adequately recover costs incurred by Licensor to accommodate attaching entities.

AUTHORIZING RESOLUTION

RESOLUTION NUMBER: _____

WHEREAS, Osceola, Arkansas is applying to the State of Arkansas for an Arkansas Economic Development Commission Community Development Block Grant (CDBG) grant for Osceola sewer repairs; and

WHEREAS, it is necessary that certain conditions be met as part of the application requirements; and

WHEREAS, Osceola, Arkansas is conducting a public hearing as part of the application process to receive and consider comments on community development and housing needs; and

WHEREAS, as a result of the public hearing, Osceola, Arkansas is identifying and prioritizing the Osceola sewer repairs.

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

The Honorable Sally Longo Wilson, Mayor of Osceola, Arkansas is authorized to submit an Arkansas Economic Development Commission application to the State of Arkansas, on behalf of Osceola, Arkansas, and to expend funds for a project, if funded.

PASSED AND APPROVED ON THIS _____ DAY OF SEPTEMBER, 2022

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Sally Wilson

ATTEST:

By: _____

City Clerk Jessica Griffin



INVOICE NO. FY23/ADB-011

9.9.2022

INVOICE TO

Osceola/South Mississippi
County Chamber of
Commerce
Attn: Megan Owens
P.O. Box 174
Osceola, AR 72370

INSTRUCTIONS

Mail payment to:
Arkansas Delta Byways
P.O. Box 2050
State University, AR 72467

PLEASE INCLUDE INVOICE NUMBER OR COPY OF INVOICE WITH YOUR PAYMENT.

ITEM	DESCRIPTION	TOTAL
Arkansas Travel Guide	Two-Page Spread	\$11,980.00
Arkansas Motorcycling Guide	Full Page	\$2,525.00
		\$14,505.00
	Less 40% ADBA Discount	-\$5,802.00

Advertising contract for:

Arkansas Tourism Marketing
2023 Print Publications

BALANCE DUE: \$8,703.00

Make Checks Payable To: Arkansas Delta Byways

Advertising Sales Agent:
CJRW
300 Main Street

GRANT RESOLUTION

A RESOLUTION OF THE **CITY COUNCIL OF CITY OF OSCEOLA**,
AUTHORIZING AND PROVIDING FOR THE ACCEPTANCE OF A GRANT FOR THE
PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING,
ENLARGING, IMPROVING, AND/OR EXTENDING ITS **CITY OF OSCEOLA – SKY COPS
INSTALLATION THROUGHOUT THE CITY** TO SERVE AN AREA LAWFULLY
WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for **CITY OF OSCEOLA** to raise a portion of the cost of such
undertaking by applying for grant assistance.

WHEREAS, the City intends to obtain assistance from the United States Department of
Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm
and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of
such undertaking by the City.

NOW THEREFORE in consideration of the premises this city hereby resolves to accept a grant, if
approved and funded by the Government, in an amount not to exceed \$ **36,000.00** under the terms
offered by the Government; that the **Mayor** and **Secretary/Recorder** are hereby authorized and
empowered to take all action necessary or appropriate in the execution of all written instruments as
may be required in regard to or as evidence of such grant; and to operate the facility under the
terms offered in said grant agreement(s).

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, THE **CITY COUNCIL** of **CITY OF OSCEOLA**
ARKANSAS has duly adopted this resolution and caused it to be executed by the officers below
in duplicate on this _____ day of _____ 2022

CITY OF OSCEOLA

(Seal)

By

Attest: _____
Title **SECRETARY/RECORDER**

Title **MAYOR-CITY OF OSCEOLA AR**

CERTIFICATION TO BE EXECUTED AT GRANT CLOSING

I, the undersigned, as **SECRETARY/RECORDER** of **CITY OF OSCEOLA, ARKANSAS** hereby
certify that the **CITY COUNCIL** of such CITY is composed of _____ members, of whom, _____ constituting a
quorum, were present at a meeting thereof duly called and held on the _____ day of _____ and that the
foregoing resolution was adopted at such meeting by the vote shown above. I further certify that as of the date of
closing of the grant from the United States Department of Agriculture, said resolution remains in effect and has not
been rescinded or amended in any way.

Dated, this _____ day of _____ 2022

Title **SECRETARY/RECORDER**

GRANT RESOLUTION

A RESOLUTION OF THE **CITY COUNCIL** OF **CITY OF OSCEOLA**,
AUTHORIZING AND PROVIDING FOR THE ACCEPTANCE OF A GRANT FOR THE
PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING,
ENLARGING, IMPROVING, AND/OR EXTENDING ITS **CITY OF OSCEOLA -
FORESTRY MULCHER** TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION
TO SERVE.

WHEREAS, it is necessary for **CITY OF OSCEOLA** to raise a portion of the cost of such
undertaking by applying for grant assistance.

WHEREAS, the City intends to obtain assistance from the United States Department of
Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm
and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of
such undertaking by the City.

NOW THEREFORE in consideration of the premises this city hereby resolves to accept a grant, if
approved and funded by the Government, in an amount not to exceed \$ **50,000.00** under the terms
offered by the Government; that the **Mayor** and **Secretary/Recorder** are hereby authorized and
empowered to take all action necessary or appropriate in the execution of all written instruments as
may be required in regard to or as evidence of such grant; and to operate the facility under the
terms offered in said grant agreement(s).

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, THE **CITY COUNCIL** of **CITY OF OSCEOLA**
ARKANSAS has duly adopted this resolution and caused it to be executed by the officers below
in duplicate on this _____ day of _____ 2022

CITY OF OSCEOLA

(Seal)

By

Attest: _____
Title **SECRETARY/RECORDER**

Title **MAYOR-CITY OF OSCEOLA AR**

CERTIFICATION TO BE EXECUTED AT GRANT CLOSING

I, the undersigned, as **SECRETARY/RECORDER** of **CITY OF OSCEOLA, ARKANSAS** hereby
certify that the **CITY COUNCIL** of such CITY is composed of _____ members, of whom, _____ constituting a
quorum, were present at a meeting thereof duly called and held on the _____ day of _____ and that the
foregoing resolution was adopted at such meeting by the vote shown above. I further certify that as of the date of
closing of the grant from the United States Department of Agriculture, said resolution remains in effect and has not
been rescinded or amended in any way.

Dated, this _____ day of _____ 2022

Title **SECRETARY/RECORDER**

GRANT RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF CITY OF OSCEOLA,
AUTHORIZING AND PROVIDING FOR THE ACCEPTANCE OF A GRANT FOR THE
PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING,
ENLARGING, IMPROVING, AND/OR EXTENDING ITS CITY OF OSCEOLA – FIRST
RESPONDERS SAFETY EQUIPMENT/TACTICAL VESTS AND FIRE DEPARTMENT
BREATHING APPARATUS TO SERVE AN AREA LAWFULLY WITHIN ITS
JURISDICTION TO SERVE.

WHEREAS, it is necessary for CITY OF OSCEOLA to raise a portion of the cost of such
undertaking by applying for grant assistance.

WHEREAS, the City intends to obtain assistance from the United States Department of
Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm
and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of
such undertaking by the City.

NOW THEREFORE in consideration of the premises this city hereby resolves to accept a grant, if
approved and funded by the Government, in an amount not to exceed \$ 29,000.00 under the terms
offered by the Government; that the **Mayor** and **Secretary/Recorder** are hereby authorized and
empowered to take all action necessary or appropriate in the execution of all written instruments as
may be required in regard to or as evidence of such grant; and to operate the facility under the
terms offered in said grant agreement(s).

The vote was: Yeas _____ Nays _____ Absent

IN WITNESS WHEREOF, THE CITY COUNCIL of CITY OF OSCEOLA
ARKANSAS has duly adopted this resolution and caused it to be executed by the officers below
in duplicate on this _____ day of _____ 2022

CITY OF OSCEOLA

(Seal)

By

Attest:

Title MAYOR-CITY OF OSCEOLA AR

Title SECRETARY/RECORDER

CERTIFICATION TO BE EXECUTED AT GRANT CLOSING

I, the undersigned, as SECRETARY/RECORDER of CITY OF OSCEOLA, ARKANSAS hereby
certify that the **CITY COUNCIL** of such CITY is composed of _____ members, of whom, _____ constituting a
quorum, were present at a meeting thereof duly called and held on the _____ day of _____ and that the
foregoing resolution was adopted at such meeting by the vote shown above. I further certify that as of the date of
closing of the grant from the United States Department of Agriculture, said resolution remains in effect and has not
been rescinded or amended in any way.

Dated, this _____ day of _____ 2022

Title SECRETARY/RECORDER

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING PURCHASE OF SKY COPS FOR OSCEOLA POLICE
DEPARTMENT

WHEREAS, the City of Osceola Police Department is in need of additional SkyCop cameras;
and

WHEREAS, these cameras will deter crime and help solve crimes; and

WHEREAS, the City has already purchased SkyCop cameras from ICS Security Consulting, and

WHEREAS, the quote for the ten new cameras is \$92,350 plus \$7,900 tax. The quote is
attached; and

WHEREAS, the Skycop will be paid by the recent donation from U.S. Steel.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the
Mayor is hereby authorized to purchase SkyCop cameras.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk

From: Joe Patty
Sent: Wednesday, August 3, 2022 2:27 PM
To: jweldon .
Subject: Re: Updated 10 skycops quote

Chief,

Here is the updated quote. The cameras went up but I was able to keep the labor the same.

Sales Tax is not included in this quote but I would estimate it to be around \$7900.

Respectfully,

Joe Patty II
Owner
ICU Security Consulting
901-569-8118
joe.patty@icusecurityconsulting.com
icusecurityconsulting.com
www.skycopin.com



Estimate

DATE	Sales Rep	ESTIMATE #
8/3/2022	Joe Patty	EST-620

ESTIMATE PREPARED FOR
Osceola Police Department Jerry Hamilton John Weldon Osceola Police Department Jerry Hamilton John Weldon 401 W Keiser Osceola, AR 72370 US Jweldon@osceolaMO.org jhamilton5213@gmail.com

SHIP TO
Jerry Hamilton John Weldon Osceola Police Department Jerry Hamilton John Weldon 401 W Keiser Osceola, AR 72370 US Jweldon@osceolaMO.org jhamilton5213@gmail.com

Item	Description	Qty	Rate	Amt
123-3F-HWHA-CN_RN (Sale)	123 Enclosure with 3 fixed Hanwha 5 MP cameras, Cellular/Radio Network mounted on an Entergy Light Pole	10	\$8,300.00	\$83,000.00
Basic Pole Mount Installation (Sale)	Install Skycop Enclosures on designated poles and connect to power.	10	\$875.00	\$8,750.00
Bucket Truck Fee	Bucket Truck dispatched: Includes first 50 miles	1	\$600.00	\$600.00
			TOTAL	\$92,350.00

Sales tax is estimated.

PLEASE ALLOW FOR APPLICABLE TAXES AND SHIPPING - PRICES BASED UPON TOTAL PURCHASE - PRICES GOOD FOR 30 DAYS UNLESS NOTED ABOVE - UP TO 3% HANDLING MAY BE ADDED FOR CREDIT CARD PAYMENTS - MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING - THIS DATA SHALL NOT BE DISCLOSED OUTSIDE RECIPIENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THE PROPOSAL, INTERNALLY BY THE CUSTOMER.

Please send a copy of any applicable tax exemption certificates to accounting@skycopinc.com

Thank you,
SkyCop, Inc.
3736 Getwell Cv.
Memphis, TN 38118
(901) 410-2151
TN License #1899

Customer Signature _____ Date _____

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING PURCHASE OF FORESTRY MULCHER FOR THE
OSCEOLA STREET DEPARTMENT

WHEREAS, the City of Osceola Street Department is in need of Forestry Mulcher equipment;
and

WHEREAS, this equipment will save landfill costs and allow for cycling compost debris; and

WHEREAS, the City requested quotes from Arkansas-approved cooperative purchasing for the
equipment; and

WHEREAS, the quotes are \$97,497 for the skid loader and \$38,031 for the mulcher drum/teeth
and these quotes are attached; and

WHEREAS, this equipment will be paid by the recent donation from U.S. Steel.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the
Mayor is hereby authorized to purchase the forestry mulcher equipment.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk

Skid loader with options \$97,479²⁶
 Forestry Mulcher \$38,031.69
\$135,510.95

Product Quotation

Quotation Number: TLJ-00918v1

Date: 2022-09-06 14:34:07

Customer Name/Address: Bobcat Delivering Dealer

City of Osceola

Osceola, AR 72370

**Williams Equipment and
Supply Company, Memphis,
TN**

3655 AMERICAN WAY**MEMPHIS TN 38118****Phone: (901) 366-9195****Fax: (901) 432-2317**

ORDER TO BE PLACED WITH:

Contract Holder/Manufacturer

**Clark Equipment Co dba
Bobcat Company**

250 E Beaton Dr,**West Fargo, ND 58078****Phone: 701-241-8719****Fax: 855-608-0681****Contact: Heather Messmer****Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
T76 T4 Bobcat Compact Track Loader	M0371	1	\$52,839.36	\$52,839.36
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt 			
Bobcat Interlock Control System (BICS)	<ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 			
Controls: Selectable Joystick Controls	<ul style="list-style-type: none"> Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Cylinder Cushioning - Lift, Tilt				
Engine/Hydraulic Performance De-rate Protection	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Glow Plugs (Automatically Activated)				
Horn	Solid Mounted Carriage with 4 Rollers			

Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.

Tracks: Rubber, 12.6" Wide

Warranty: 2 years, or 2000 hours whichever occurs first

Lift Arm Support

P67 Performance Package

"Power Bob-Tach

7-Pin Attachment Control

C67 Comfort Package

"Enclosed Cab with HVAC

M0371-P06-P67

1

\$4,789.44

\$4,789.44

Two-Speed, High Flow, Dual Direction Bucket Positioning"

M0371-P07-C67

1

\$5,322.24

\$5,322.24

Sound Reduction

Heated Cloth Air Ride Suspension Seat

Premium LED Lights"

Touch Display with Radio & Bluetooth

17.7" Multi Bar Track

M0371-R09-C05

1

\$514.08

\$514.08

Forestry Door Kit

7319020

1

\$4,493.29

\$4,493.29

80" Heavy Duty Bucket

7272681

1

\$1,402.96

\$1,402.96

--- Bolt-On Cutting Edge, 80"

6718008

1

\$326.88

\$326.88

18" Planer, High Flow

M7018

1

\$13,189.80

\$13,189.80

--- Drum 18 Fastcut

M7018-R01-C10

1

\$3,128.16

\$3,128.16

5.5K Severe Duty Pallet Fork Frame

7294332

1

\$712.88

\$712.88

--- 48" 5.5K Severe Duty Pallet Fork Teeth

6541518

1

\$506.92

\$506.92

Total of Items Quoted

\$87,226.01

Dealer P.D.I.

\$300.00

Freight Charges

\$2,315.00

Dealer Assembly Charges

\$371.25

Other Charges: Material and Logistics

\$7,285.00

Quote Total - US dollars

\$97,497.26

Notes:



Bill To Name CITY OF OSCEOLA (AR)
Bill To 303 W HALE AVE
OSCEOLA, AR 72370
Date 8/29/2022

Ship To Name CITY OF OSCEOLA (AR)
Ship To 303 W HALE AVE
OSCEOLA, AR 72370
Contact Name Steve Choals
Primary Phone (870) 563-5245

Quantity	Product Code	Product	List Price	Sales Price	Ext Cost
1.00	25-2058	FDS060- 60" Skid-Steer Drum Mulcher DC Pro X (23-31 GPM, 3401-3750 PSI)	\$38,518.00	\$35,687.69	\$35,687.69
1.00	TIM60	Carbide Teeth- in Lieu of standard steel teeth for 60" drum	\$1,794.00	\$1,744.00	\$1,744.00

Total Cost \$37,431.69
Steel Surcharge \$0.00
Freight Estimate \$600.00
Total Price \$38,031.69

Lead Time 5-7 Weeks
Contract Name SOURCEWELL CONTRACT#070821-DMW

Quote Special Instructions *Prices include our current 9% steel surcharge

Operating Requirements Safety glass is mandatory. This product must not be used without a shatter resistant cab enclosure.

Prepared By Bubba Banks
Phone (912) 663-1106
Email bbanks@diamondmowers.com
OP OP032994

DIAMOND MOWERS, LLC
350 E. 60th Street N
Sioux Falls, SD 57104
(605) 977-3300 ph | (605) 655-5870 fx
www.diamondmowers.com

PROCLAMATION DECLARING AUGUST 22, 2022

OSCEOLA HIGH SCHOOL BOYS' BASKETBALL AND CHEERLEADERS' DAY IN OSCEOLA

WHEREAS: The Osceola High School Boys' Basketball team and Cheerleading squad have made the City of Osceola very proud for their outstanding 2021-22 season, and

WHEREAS: In a 52-43 victory over Dumas, the Osceola High School Seminoles captured the 3A State Championship on Saturday, March 12, 2022; and

WHEREAS: It was Osceola's sixth State Basketball Title in program history and the first state title for the Seminoles since the 2020 season, where both Osceola and Rivercrest were named State Champions due to COVID-19, and

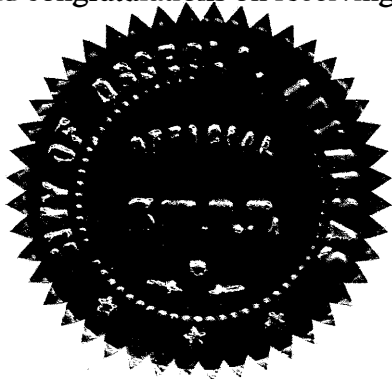
WHEREAS: In the first half, the Seminoles hit just four field goals, but Osceola answered and pushed back harder and shot 46% on 11-of-24 shooting the rest of the way. Osceola also dominated the glass, outrebounding the Bobcats by 9 while grabbing 12 offensive rebounds, and

WHEREAS: Osceola used a 22-4 run at the end of the third quarter and the start of the fourth and marched to a 52-43 victory and finished the season 28-4, and

WHEREAS: Jerry Long was named Finals MVP. He had 16 points, four rebounds and four steals. He was joined in double figures by Terrance Nimmers (13 points) and Daylen Love (10 points), and

WHEREAS: The OHS Seminoles Cheerleaders supported the team and led cheers all season including the large crowd of 4,134 at the Hot Springs' Bank OZK Arena.

NOW, THEREFORE, I, Sally Wilson, Mayor of the City of Osceola do hereby deem it an honor and pleasure to proclaim August 22, 2022 as OSCEOLA HIGH SCHOOL BOYS' BASKETBALL AND CHEERLEADERS' DAY in Osceola, with sincere appreciation for their hard work and congratulations on receiving their Championship rings today.



Sally Wilson, Mayor

Signed: August 22, 2022