

AGENDA
OSCEOLA CITY COUNCIL REGULAR MEETING
January 22, 2024 - 5:00 pm
303 W. HALE AVENUE - COUNCIL CHAMBERS

1. PRAYER- Bishop Brown
2. MEETING CALLED TO ORDER & ROLL CALL by City Clerk Jessica Griffin
3. ACTION: MINUTES: December 18th Regular Monthly City Council Meeting and December 27th Special Called meeting
4. REPORTS:
 - a. Chamber of Commerce
 - b. SHIFT, Museum, A& P Commission, and Main Street
 - c. Planning Commission
 - d. Financial Report & Audited Financial Statement – Krystal Elder
 - e. ALL DEPARMENT REPORTS ARE IN PACKET
5. BUISNESS
 - a) Resolution: Sales & Use Tax Improvement Bond, Series 2024- Mitchell Willaims
 - b) Resolution: Design-build for Aquatic Center – Cody Shreve
 - c) Resolution: Design-build for Golf Course – Cody Shreve
 - d) Resolution: Tax Back Program for Levy Environmental – Cliff Chitwood
6. ANNOUNCEMENTS:
7. ADJOURN

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

REGULAR MEETING

December 18, 2023

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 December 18, 2023, at 5:00pm.

Officers present: Joe Harris, Mayor

David Burnett, City Attorney

Council Members Present: Linda Watson, Sanra Brand, Joe Guy, Tyler Dunegan, and Donnie Pugh

Council Members Absent: Gary Cooper

Meeting was called to order by Mayor Harris. Jessica Griffin called roll and all Council members were present, except Gary Cooper who was absent.

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

Chamber of Commerce report was given.

SHIFT and Museum gave their reports.

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

MONTHLY REPORTS ARE AS FOLLOWS:

Resolution was introduced and reads as follows:

RESOLUTION NO 2023 - 54

**RESOLUTION TO OPEN THREE CERTIFICATE OF DEPOSIT ACCOUNTS WITH
FIRST NATIONAL BANK OF EASTERN ARKANSAS FOR THE PURPOSE OF
INCREASING THE FINANCIAL SAVINGS OF OSCEOLA MUNICIPAL LIGHT AND
POWER**

WHEREAS, Osceola Municipal Light and Power, wishes to obtain a pre-approved interest rate of 5.5% from First National Bank of Eastern Arkansas.

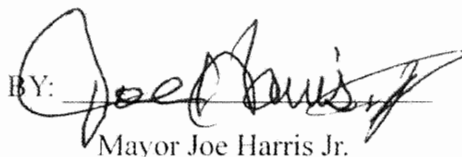
NOW, THEREFORE, be it resolved by the City Council of the City of Osceola, Arkansas, as follows:

SECTION 1. Three separate CD accounts each totaling \$250,000 will be established with First National Bank of Eastern Arkansas. Each CD will be a pre-determined twelve-month term. Authorized signers for this account will be those as referenced in RESOLUTION 2022 - 52


SECTION 2. Establishment of these separate accounts is necessary to diversify the saving potential for the Osceola Municipal Light and Power.

PASSED AND APPROVED this 18th day of December 2023.

CITY OF OSCEOLA, ARKANSAS

BY: 
Mayor Joe Harris Jr.

ATTEST

BY: 
City Clerk Jessica Griffin

Council discussed. Motion was made by Sandra Brand to keep city money in a local bank, and to amend the resolution to put money at First National Bank of Eastern Arkansas at the same rate. The motion was seconded by Tyler Dunegan. All Council members were in favor.

Resolution was passed on the 18th day of December 2023 and given number 2023-56.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 2023-57

**A RESOLUTION APPROVING PURCHASE ¾ TON CAB 4X4 WHEEL DRIVE FORD
F-250 FOR THE FOR THE OSCEOLA WATER/SEWER DEPARTMENT**

WHEREAS, the City of Osceola Water/Sewer Dept is in need of Replacing one vehicle; and

WHEREAS, the vehicles were budgeted in the 2023 and 2024 City of Osceola Budget; and

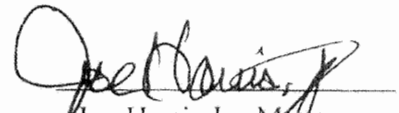
WHEREAS, the City requested quotes from Arkansas-approved cooperative purchasing for the vehicles and

WHEREAS, the quotes are \$50,658.00 for 2024 Ford F-250 and this quote is attached; and

**NOW THEREFORE, BE It RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that
the**

Mayor is hereby authorized to purchase the Ford F-250.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER, 2023.


Joe Harris Jr., Mayor

ATTEST


Jessica Griffin, City Clerk

2024 State Vehicle Contract

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

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

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

The next resolution was introduced and reads as follows:

RESOLUTION NO 2023 - 50

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

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

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

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

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

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

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

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

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

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

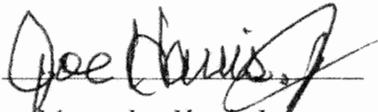
Section 6. Lessee hereby designates the Agreement as a Qualified tax-exempt obligation for purposes of Section 265 (b) of the Code.

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


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

PASSED AND APPROVED this 18th day of December 2023.

CITY OF OSCEOLA, ARKANSAS

BY: 
Mayor Joe Harris Jr.

ATTEST

BY: 
City Clerk Jessica Griffin



CADENCE

CADENCE EQUIPMENT FINANCE

12/5/2023

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

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

1. Lessor: Cadence Equipment Finance, a
division of Cadence Bank
2. Lessee: City of Osceola Waste and Wastewater, AR
3. Equipment Description: One (1) New Vac Con Non CDL 5 yard combo
Truck
4. Equipment Cost: \$440,443.00
5. Term: 5 Years
6. Lease Payments: (These are approximate payment amounts. The
actual payment will be determined at funding
date.)

Pay off anytime without penalty

60 monthly payments @ \$8,470.01 arrears

5 annual payments @ \$104,376.49 arrears
7. Lease Rate: 5.78% fixed at closing
8. Funding Date: This proposal is contingent upon the equipment
being delivered and the lease funded prior to *
increase in the current prime rate of 8.50%.
Any extension of the funding or delivery date
must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for
no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

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

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

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

Jonathan King

Jonathan King
Municipal Sales

ACKNOWLEDGMENT AND ACCEPTANCE

By:

[REDACTED]

Date:

[REDACTED]



11/13/2023

3YD COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 101221-VAC

Customer: OSCEOLA

Shipping: ARKANSAS

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

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

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

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

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

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

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

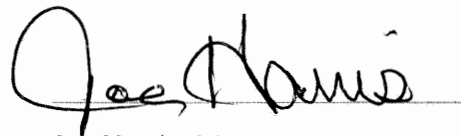
Resolution was passed on the 18th day of December 2023 and given number 2023-58.

Next, Tyron McNeal came and gave the Council an update on house plan. He was asking for a year.

Council decided to give him six months and stated there needed to be a noticeable difference. Code Enforcement to update and report back to Council.

Mayor Harris notified the Council that in observance of Martin Luther King Jr. Day, the January meeting will be Tuesday January 16th.

With no further business, meeting was adjourned.

A handwritten signature in black ink, appearing to read "Joe Harris", written over a horizontal line.

Joe Harris, Mayor

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

Jessica Griffin, City Clerk/Treasurer

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

SPECIAL MEETING

December 27, 2023

The Osceola City Council met in Special Session at the Council Chambers, located at 303 West Hale Avenue, Osceola, Arkansas. The meeting took place on December 27, 2023, at 3:00pm.

Officers present: Joe Harris, Mayor

David Burnett, City Attorney

Officers absent: Jessica Griffin, City Clerk/Treasurer

Council Members Present: Linda Watson, Sandra Brand, Joe Guy, Donnie Pugh, and Gary Cooper

Council Members Absent: Tyler Dunegan

Meeting was called to order by Mayor Harris. All Council members were present, except Tyler Dunegan who was absent.

Krystal Elder came forward to discuss the resolution with Council.

Resolution was introduced and reads as follows:

RESOLUTION 2023- 59

**A RESOLUTION AUTHORIZING THE ISSUANCE OF AN IRREVOCABLE LETTER
OF CREDIT FOR THE CITY OF OSCEOLA, ARKANSAS**

WHEREAS, the Mayor and City Council, acting for and on behalf of the citizens of Osceola, Arkansas, have determined that there is a need for the City of Osceola to obtain an irrevocable letter of credit in the amount of one million dollars (\$1,000,000.00); and

WHEREAS, section eleven of the Agreement for Electric Service between Mississippi County Electric Cooperative and the City of Osceola, Arkansas will allow the City of Osceola to provide an acceptable irrevocable letter of credit in lieu of a deposit as here-to-described:

11. Deposit.

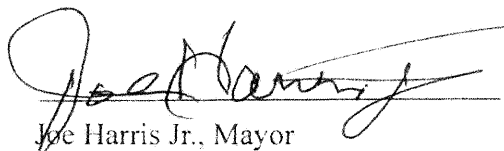
Osceola shall deposit with MCEC an amount equal to the estimated average monthly bill from MCEC. Deposit shall be made upon effective date of the Agreement. As an alternative, Osceola may provide an acceptable irrevocable Letter of credit in lieu of a deposit. The irrevocable letter of credit is subject to the approval of MCEC as to form, content, and provider based on the sole judgment of MCEC as to sustainability.

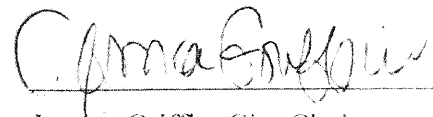
WHEREAS, the City of Osceola approved a proposal in 2022 to issue a letter of credit in the amount of \$1,000,000.00 from First National Bank of Eastern Arkansas. And First National Bank of Eastern Arkansas has offered to reissue the letter of credit for an annual fee amount of \$15,000; and

WHEREAS, the irrevocable letter of credit will be secured by a pledge of surplus utility system revenues.

THEREFORE, BE IT RESOLVED, that the Mayor of the City of Osceola and City Clerk/Treasurer are hereby authorized to extend and execute the letter of credit, security documents, and all other documents necessary and incidental thereto as required by First National Bank of Eastern Arkansas, and all such actions are hereby approved by the City Council of the City of Osceola.

Adopted and approved this 27th day of December, 2023 by the City Council of the City of Osceola.

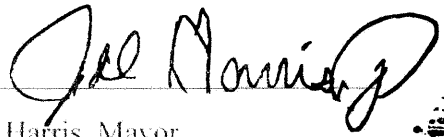

Joe Harris Jr., Mayor


Jessie Griffin, City Clerk

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

Resolution was passed on the 27th day of December 2023 and given number 2023-59.

With there being no further business, meeting was adjourned.

A handwritten signature in black ink, appearing to read "Joe Harris", written over a horizontal line.

Joe Harris, Mayor

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

Jessica Griffin, City Clerk/Treasurer

December 2023	Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)	Budget	
Revenue:					
01 - Osceola Light & Power	16,981,850	17,154,071	172,221	16,981,850	101%
02 - City General Fund	9,097,863	7,427,366	(1,670,497)	9,097,863	82%
03 - Street Fund	695,040	685,407	(9,633)	695,040	99%
04 - Sanitation Fund	958,050	920,848	(37,202)	958,050	96%
Total Funds	27,732,803	26,187,692	(1,545,111)	27,732,803	94%
Operating Expense:					
01 - Osceola Light & Power	14,615,862	15,527,729	(911,867)	14,615,862	106%
02 - City General Fund	10,709,026	7,108,292	3,600,734	10,709,026	66%
03 - Street Fund	1,106,650	1,119,414	(12,764)	1,106,650	101%
04 - Sanitation Fund	1,103,000	1,048,882	54,118	1,103,000	95%
Total Funds	27,534,538	24,804,317	2,730,221	27,534,538	90%
Impact to Surplus:					
01 - Osceola Light & Power	2,365,988	1,626,342	(739,646)	2,365,988	69%
02 - City General Fund	(1,611,163)	319,074	1,930,237	(1,611,163)	-20%
03 - Street Fund	(411,610)	(434,007)	(22,397)	(411,610)	105%
04 - Sanitation Fund	(144,950)	(128,034)	16,916	(144,950)	88%
Total Funds	198,265	1,383,375	1,185,110	198,265	

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
=====		
01-102	FNBEA-OMLP SAVINGS(4591)	1,729,176.12
01-104	MISC CASH ACCOUNTS	4,643.10
01-105	REGIONS-OMLP GENERAL(0093)	70,932.90
01-107	CASHIER'S FUND	1,500.00
01-108	REGIONS-OMLP PAYROLL(5913)	1,848.19
01-110	ACCOUNTS RECEIVABLE	2,526,871.34
01-111	RETURNED CHECKS	(1,500.00)
01-113	AMP ACCOUNTS RECEIVABLE	(1,120.61)
01-115	BANCORP-OMLP GENERAL(0473)	175,781.32
01-116	BANCORP-OMLP PAYROLL(9969)	7,077.43
01-118	EDA GRANT FUND (940216)	50.00
01-119	DRA GRANT FUND(940208)	50.00
01-122	INVENTORY - MATERIAL & SUPPLIE	966,290.68
01-127	SURPLUS UTILITY/COST OF ISSUAN	18,117.65
01-130	DUE TO/FROM OTHER FUNDS	1,114,961.05
01-140	2023 BOND FUND	594,620.15
01-142	2018 BOND FUND	289,297.90
01-143	2018 BOND PROJECT FUND	1,612,017.74
01-156	2007 BOND FUND	103,005.48
01-181	ELECTRIC POWER PLANT	25,844,514.00
01-182	ISES PLANT	5,848,880.87
01-183	WATER PLANT	10,046,639.99
01-184	RES FOR DEPR ELECT & WATER PLA	(31,126,100.32)
01-185	TOOLS AND EQUIPMENT	383,907.66
01-186	NEW SEWER SYSTEMS	9,896,305.93
01-187	NEW SEWER CONST CROMPTON	443,388.21
01-188	LAND PLANT SITE	203,970.50
01-189	AUTO & TRUCKS	2,420,929.51
01-190	RES FOR DEPR AUTO & TRUCKS	(2,474,523.55)
01-191	FURNITURE & FIXTURES	662,365.07
01-192	RES FOR DEPR F&F, TOOLS/EQUIP	(958,323.42)
		<u>30,405,574.89</u>
TOTAL ASSETS		30,405,574.89
=====		
<u>LIABILITIES</u>		
=====		
01-202	FEDERAL W/H PAYABLE	(57.71)
01-203	SOC SECURITY W/H PAYABLE	(151.41)
01-204	ARKANSAS W/H PAYABLE	(40.33)
01-205	GENERAL PENSION W/H	2,395.43
01-206	UNITED WAY W/H	5.00
01-210	PURCHASE POWER PAYABLE	756,427.32
01-214	GARNISHMENTS PAYABLE	(1,090.28)
01-215	UNAPPLIED CREDITS	15,497.10
01-216	REFUNDS PAYABLE	1,334.48
01-230	CUSTOMER DEPOSITS REFUNDABLE	336,564.54
01-240	ACCRUED SALES TAX	56,134.00
01-261	2007 BOND PAYABLE	1,575,281.00

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-276	2018 BOND PAYABLE	3,086,329.00
01-277	2022 BOND PAYABLE (BRS)	911,159.89
	TOTAL LIABILITIES	<u>6,739,788.03</u>
EQUITY		
=====		
01-290	RETAINED EARNINGS	22,039,442.36
	TOTAL BEGINNING EQUITY	<u>22,039,442.36</u>
	TOTAL REVENUE	17,154,070.88
	TOTAL EXPENSES	<u>15,527,726.38</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,626,344.50
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>23,665,786.86</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	<u>30,405,574.89</u> =====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -OSCEOLA LIGHT & POWER
FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ELECTRIC DEPT	14,415,500.00	1,098,545.93	14,486,763.81	100.49 (	71,263.81)
WATER DEPT	1,485,000.00	160,665.00	1,632,338.36	109.92 (	147,338.36)
SEWER DEPT	1,080,000.00	93,613.47	989,549.23	91.62	90,450.77
ADMINISTRATION	1,350.00	452.84	45,419.48	3,364.41 (	44,069.48)
TOTAL REVENUES	16,981,850.00	1,353,277.24	17,154,070.88	101.01 (	172,220.88)
<u>EXPENDITURE SUMMARY</u>					
ELECTRIC DEPT	11,722,250.00	1,105,860.51	12,914,548.57	110.17 (	1,192,298.57)
WATER DEPT	1,042,900.00	73,805.45	926,682.89	88.86	116,217.11
SEWER DEPT	753,912.00	77,716.33	831,758.52	110.33 (	77,846.52)
ADMINISTRATION	1,096,800.00	92,154.49	854,736.40	77.93	242,063.60
TOTAL EXPENDITURES	14,615,862.00	1,349,536.78	15,527,726.38	106.24 (	911,864.38)
REVENUES OVER/(UNDER) EXPENDITURES	2,365,988.00	3,740.46	1,626,344.50		739,643.50

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -OSCEOLA LIGHT & POWER

100.00% 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	14,200,000.00	1,080,610.45	14,266,757.57	100.47 (	66,757.57)
01-4-12-303 LATE PENALTY FEES	150,000.00	8,418.51	134,211.73	89.47	15,788.27
01-4-12-304 RECONNECTION FEES	40,000.00	1,975.00	44,575.00	111.44 (	4,575.00)
01-4-12-305 POLE RENTAL	6,000.00	6,000.00	18,174.00	302.90 (	12,174.00)
01-4-12-306 CREDIT CARD FEES	12,000.00	1,166.97	19,770.51	164.75 (	7,770.51)
01-4-12-308 NET-METERING FEES	0.00	0.00	350.00	0.00 (	350.00)
01-4-12-310 SERVICE FEES	0.00	0.00	125.00	0.00	125.00
01-4-12-395 MISCELLANEOUS FEES	7,500.00	375.00	3,050.00	40.67	4,450.00
TOTAL ELECTRIC DEPT	14,415,500.00	1,098,545.93	14,486,763.81	100.49 (	71,263.81)
<u>WATER DEPT</u>					
01-4-13-300 SALES	1,455,000.00	155,939.60	1,584,953.41	108.93 (	129,953.41)
01-4-13-303 LATE PENALTY FEES	25,000.00	2,199.15	23,391.60	93.57	1,608.40
01-4-13-310 SERVICE FEES	5,000.00	2,526.25	23,993.35	479.87 (	18,993.35)
TOTAL WATER DEPT	1,485,000.00	160,665.00	1,632,338.36	109.92 (	147,338.36)
<u>SEWER DEPT</u>					
01-4-14-300 SALES	1,080,000.00	93,288.47	988,444.23	91.52	91,555.77
01-4-14-310 SERVICE FEES	0.00	325.00	1,105.00	0.00 (	1,105.00)
TOTAL SEWER DEPT	1,080,000.00	93,613.47	989,549.23	91.62	90,450.77
<u>ADMINISTRATION</u>					
01-4-15-304 AMP	0.00 (	21.80) (	897.71)	0.00	897.71
01-4-15-341 ELECTRIC PERMITS	1,200.00	14.00	434.00	36.17	766.00
01-4-15-342 PLUMBING PERMITS	150.00	0.00	855.00	570.00 (	705.00)
01-4-15-385 SALE OF ASSETS/EQUIPMENT	0.00	0.00	20,975.00	0.00 (	20,975.00)
01-4-15-390 INTEREST INCOME	0.00	460.64	6,518.75	0.00 (	6,518.75)
01-4-15-395 MISCELLANEOUS	0.00	0.00	17,534.44	0.00 (	17,534.44)
TOTAL ADMINISTRATION	1,350.00	452.84	45,419.48	3,364.41 (	44,069.48)
<u>TOTAL REVENUES</u>					
	16,981,850.00	1,353,277.24	17,154,070.88	101.01 (	172,220.88)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -OSCEOLA LIGHT & POWER

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ELECTRIC DEPT</u>					
01-5-12-400 SALARIES	815,000.00	51,396.56	738,236.30	90.58	76,763.70
01-5-12-455 TEMP SERVICE WAGES	15,000.00	4,006.06	17,769.46	118.46 (	2,769.46)
01-5-12-502 PAYROLL TAX	65,200.00	3,748.52	56,350.45	86.43	8,849.55
01-5-12-503 GROUP INSURANCE	60,000.00	4,915.00	52,008.72	86.68	7,991.28
01-5-12-504 PENSION EXPENSE	25,000.00	1,691.16	24,709.80	98.84	290.20
01-5-12-510 TRAVEL & TRAINING EXPENSE	7,500.00	0.00	7,315.86	97.54	184.14
01-5-12-515 SAFETY SUPPLIES	5,000.00	89.20	3,835.42	76.71	1,164.58
01-5-12-580 UNIFORM EXPENSE	5,000.00	39.96	3,365.39	67.31	1,634.61
01-5-12-601 MATERIALS AND SUPPLIES	15,000.00	2,917.71	19,388.64	129.26 (	4,388.64)
01-5-12-610 TELEPHONE	8,500.00	2,171.70	9,360.03	110.12 (	860.03)
01-5-12-619 BUILDING EXPENSE	5,000.00	669.40	20,406.59	408.13 (	15,406.59)
01-5-12-620 UTILITIES	17,500.00	2,076.62	18,815.81	107.52 (	1,315.81)
01-5-12-630 INSURANCE	15,000.00	8,042.45	27,755.97	185.04 (	12,755.97)
01-5-12-640 DUES, MBRSHPS & SUBSCRIPTIONS	5,000.00	0.00	628.88	12.58	4,371.12
01-5-12-647 LICENSES	300.00	104.08	259.91	86.64	40.09
01-5-12-648 IMMUNIZATIONS & PHYSICALS	750.00	32.00	521.03	69.47	228.97
01-5-12-650 REPAIRS & MAINTENANCE - VEH &	50,000.00	604.28	63,140.15	126.28 (	13,140.15)
01-5-12-651 OPERATING EXPENSES - VEHICLES	30,000.00	7,044.04	49,714.54	165.72 (	19,714.54)
01-5-12-653 REP & MAINT - GENERATORS	0.00	0.00	2,053.71	0.00 (	2,053.71)
01-5-12-700 EQUIPMENT PURCHASES	0.00 (	3,594.38)	0.00	0.00	0.00
01-5-12-710 ELECTRIC POWER PURCHASED	9,940,000.00	972,751.65	11,227,313.28	112.95 (	1,287,313.28)
01-5-12-760 DEPRECIATION	500,000.00	41,667.00	500,004.00	100.00 (	4.00)
01-5-12-770 DEPRECIATION-VEHICLES	60,000.00	5,000.00	62,500.00	104.17 (	2,500.00)
01-5-12-774 TREE TRIMMING	75,000.00	0.00	0.00	0.00	75,000.00
01-5-12-860 CONSULTING SERVICES	2,500.00	487.50	9,094.63	363.79 (	6,594.63)
TOTAL ELECTRIC DEPT	11,722,250.00	1,105,860.51	12,914,548.57	110.17 (	1,192,298.57)
<u>WATER DEPT</u>					
01-5-13-400 SALARIES	380,000.00	24,408.04	305,848.47	80.49	74,151.53
01-5-13-455 TEMP SERVICE WAGES	42,000.00	4,433.24	38,793.44	92.37	3,206.56
01-5-13-502 PAYROLL TAX	30,400.00	1,791.67	23,260.14	76.51	7,139.86
01-5-13-503 GROUP INSURANCE	37,500.00	1,551.31	16,784.16	44.76	20,715.84
01-5-13-504 PENSION EXPENSE	9,000.00	528.38	6,763.53	75.15	2,236.47
01-5-13-510 TRAVEL & TRAINING EXPENSE	1,000.00	0.00	445.00	44.50	555.00
01-5-13-515 SAFETY SUPPLIES	2,500.00	71.36	1,081.67	43.27	1,418.33
01-5-13-580 UNIFORM EXPENSE	7,500.00	962.04	12,006.23	160.08 (	4,506.23)
01-5-13-601 MATERIALS AND SUPPLIES	30,000.00	2,797.38	38,061.21	126.87 (	8,061.21)
01-5-13-602 CHEMICALS AND SUPPLIES	70,000.00	5,728.85	83,031.60	118.62 (	13,031.60)
01-5-13-608 TOOLS	1,500.00	0.00	1,211.52	80.77	288.48
01-5-13-610 TELEPHONE	20,000.00	595.31	4,652.77	23.26	15,347.23
01-5-13-619 BUILDING EXPENSE	3,000.00	0.00	652.75	21.76	2,347.25
01-5-13-620 UTILITIES	55,000.00	8,080.81	53,511.42	97.29	1,488.58
01-5-13-630 INSURANCE	20,000.00	3,712.00	18,845.76	94.23	1,154.24
01-5-13-640 DUES, MBRSHPS & SUBSCRIPTIONS	10,000.00	0.00	41,543.99	415.44 (	31,543.99)
01-5-13-647 LICENSES	8,000.00	32.34	2,413.55	30.17	5,586.45
01-5-13-648 IMMUNIZATIONS & PHYSICALS	500.00	0.00	57.00	11.40	443.00
01-5-13-650 REPAIRS & MAINTENANCE - VEH &	15,000.00	0.00	9,381.42	62.54	5,618.58

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -OSCEOLA LIGHT & POWER

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-13-651 OPERATING EXPENSES - VEHICLES	25,000.00	145.71	1,748.52	6.99	23,251.48
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	362.50	7.25	4,637.50
01-5-13-683 PUMP AND TANK REPAIRS	60,000.00	1,799.54	63,485.77	105.81 (	3,485.77)
01-5-13-761 DEPRECIATION-WATER PLANT	175,000.00	14,583.00	174,996.00	100.00	4.00
01-5-13-770 DEPRECIATION-VEHICLES	30,000.00	2,500.00	27,500.00	91.67	2,500.00
01-5-13-860 CONSULTING SERVICES	0.00	0.00	160.00	0.00 (	160.00)
01-5-13-899 MISCELLANEOUS	0.00	84.47	84.47	0.00 (	84.47)
TOTAL WATER DEPT	1,042,900.00	73,805.45	926,682.89	88.86	116,217.11

SEWER DEPT

01-5-14-400 SALARIES	240,000.00	22,709.94	261,441.85	108.93 (	21,441.85)
01-5-14-455 TEMP SERVICE WAGES	30,000.00	6,199.80	67,897.10	226.32 (	37,897.10)
01-5-14-502 PAYROLL TAX	19,200.00	1,680.66	20,432.44	106.42 (	1,232.44)
01-5-14-503 GROUP INSURANCE	12,500.00	1,395.59	14,066.07	112.53 (	1,566.07)
01-5-14-504 PENSION EXPENSE	5,400.00	586.48	6,835.44	126.58 (	1,435.44)
01-5-14-510 TRAVEL & TRAINING EXPENSE	1,000.00	0.00	2,611.74	261.17 (	1,611.74)
01-5-14-515 SAFETY SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
01-5-14-580 UNIFORM EXPENSE	3,500.00 (	12.00) (	156.00)	4.46-	3,656.00
01-5-14-601 MATERIALS AND SUPPLIES	30,000.00	2,790.77	49,540.46	165.13 (	19,540.46)
01-5-14-602 CHEMICALS AND SUPPLIES	5,500.00	0.00	4,345.89	79.02	1,154.11
01-5-14-608 TOOLS	2,500.00	398.75	544.67	21.79	1,955.33
01-5-14-610 TELEPHONE	2,500.00	0.00	0.00	0.00	2,500.00
01-5-14-619 BUILDING EXPENSE	1,000.00	0.00	623.32	62.33	376.68
01-5-14-620 UTILITIES	40,000.00	2,784.09	42,514.13	106.29 (	2,514.13)
01-5-14-630 INSURANCE	2,500.00	3,074.62	14,454.54	578.18 (	11,954.54)
01-5-14-640 DUES, MBRSHPS & SUBSCRIPTIONS	200.00	0.00	404.57	202.29 (	204.57)
01-5-14-647 LICENSES	14,500.00	0.00	7,626.02	52.59	6,873.98
01-5-14-648 IMMUNIZATIONS & PHYSICALS	250.00	32.00	696.00	278.40 (	446.00)
01-5-14-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	0.00	21,034.52	105.17 (	1,034.52)
01-5-14-651 OPERATING EXPENSES - VEHICLES	10,000.00	3,342.44	14,006.78	140.07 (	4,006.78)
01-5-14-683 PUMP AND TANK REPAIRS	45,000.00	10,619.19	36,958.94	82.13	8,041.06
01-5-14-762 DEPRICIATION SEWER SYSTEMS	245,000.00	20,417.00	245,004.00	100.00 (	4.00)
01-5-14-770 DEPRECIATION-VEHICLES	20,362.00	1,697.00	20,364.00	100.01 (	2.00)
01-5-14-860 CONSULTING SERVICES	2,000.00	0.00	495.00	24.75	1,505.00
01-5-14-899 MISCELLANEOUS	0.00	0.00	17.04	0.00 (	17.04)
TOTAL SEWER DEPT	753,912.00	77,716.33	831,758.52	110.33 (	77,846.52)

ADMINISTRATION

01-5-15-400 SALARIES	385,000.00	30,931.00	385,955.21	100.25 (	955.21)
01-5-15-455 TEMP SERVICE WAGES	0.00	0.00	1,690.15	0.00 (	1,690.15)
01-5-15-502 PAYROLL TAX	30,800.00	2,310.53	29,765.74	96.64	1,034.26
01-5-15-503 GROUP INSURANCE	50,000.00	2,393.07	30,233.93	60.47	19,766.07
01-5-15-504 PENSION EXPENSE	7,500.00	627.40	8,096.27	107.95 (	596.27)
01-5-15-510 TRAVEL & TRAINING EXPENSE	2,500.00	0.00	1,010.19	40.41	1,489.81
01-5-15-515 SAFETY SUPPLIES	1,000.00	466.37	1,322.69	132.27 (	322.69)
01-5-15-516 HR MATERIALS & SUPPLIES	5,000.00	0.00	4,821.00	96.42	179.00
01-5-15-550 EMPLOYEE RELATIONS	0.00	0.00	5,996.75	0.00 (	5,996.75)
01-5-15-601 MATERIALS AND SUPPLIES	50,000.00	6,742.75	92,468.26	184.94 (	42,468.26)
01-5-15-606 POSTAGE	25,000.00	4,313.44	35,552.12	142.21 (	10,552.12)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

01 -OSCEOLA LIGHT & POWER

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-15-607 PUBLISHING ORDINANCES & NOTICE	0.00	0.00	587.50	0.00 (	587.50)
01-5-15-610 TELEPHONE	27,500.00	1,364.44	12,947.67	47.08	14,552.33
01-5-15-619 BUILDING EXPENSE	25,000.00	1,075.48	16,457.70	65.83	8,542.30
01-5-15-620 UTILITIES	25,000.00	79.76	6,885.46	27.54	18,114.54
01-5-15-630 INSURANCE	2,000.00	0.00	0.00	0.00	2,000.00
01-5-15-640 DUES, MBRSHPS & SUBSCRIPTIONS	30,000.00	177.59	58,285.20	194.28 (	28,285.20)
01-5-15-643 AUDIT FEES	45,000.00	32,500.00	36,700.00	81.56	8,300.00
01-5-15-644 LEGAL EXPENSES	10,000.00	336.00	336.00	3.36	9,664.00
01-5-15-645 ADV, PROMOTIONS & DONATIONS	30,000.00	0.00	35,274.76	117.58 (	5,274.76)
01-5-15-647 LICENSES	2,000.00	0.00	6,264.94	313.25 (	4,264.94)
01-5-15-648 IMMUNIZATIONS & PHYSICALS	1,500.00	0.00	301.00	20.07	1,199.00
01-5-15-686 EQUIPMENT RENTAL	7,500.00	0.00	3,432.60	45.77	4,067.40
01-5-15-763 DEPRECIATION	5,000.00	417.00	5,004.00	100.08 (	4.00)
01-5-15-860 CONSULTING SERVICES	72,500.00	10,132.61	174,150.43	240.21 (	101,650.43)
01-5-15-883 BAD ACCOUNTS	75,000.00 (	1,714.69) (	32,059.20)	42.75-	107,059.20
01-5-15-886 INTEREST EXPENSE	180,000.00	0.00 (	76,691.11)	42.61-	256,691.11
01-5-15-887 BOND PAYING AGENT EXPENSE	1,500.00	0.00	800.00	53.33	700.00
01-5-15-898 CASH OVER AND SHORT	500.00	1.74	123.57	24.71	376.43
01-5-15-899 MISCELLANEOUS	0.00	0.00	9,023.57	0.00 (	9,023.57)
TOTAL ADMINISTRATION	1,096,800.00	92,154.49	854,736.40	77.93	242,063.60
TOTAL EXPENDITURES	14,615,862.00	1,349,536.78	15,527,726.38	106.24 (	911,864.38)
REVENUES OVER/ (UNDER) EXPENDITURES	2,365,988.00	3,740.46	1,626,344.50		739,643.50

02 -CITY GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
02-101	REGIONS-COMM CTR & GOLF (0051)	45,370.13	
02-105	REGIONS-CITY GENERAL(0638)	590,163.55	
02-107	MISC CASH ACCOUNTS	57,738.43	
02-108	REGIONS-CITY GEN PAYROLL(5948)	8,262.82	
02-109	REGIONS-FIRE DEPT ACT833(0697)	164,372.14	
02-114	MUNICIPAL PROPERTY PROGRAM	2,644,546.57	
02-115	BANCORP-CITY GENERAL(0430)	123,687.72	
02-116	BANCORP-CITY GEN PAYROLL(0465)	17,177.50	
02-118	FIRST COMML-CITY GEN SAV(7010)	8,598.91	
02-121	CONFINED SPACE SERVICES GRANT	62,297.97	
02-130	DUE TO/FROM OTHER FUNDS	(746,376.56)	
		<u>2,975,839.18</u>	
TOTAL ASSETS			<u>2,975,839.18</u>
=====			
<u>LIABILITIES</u>			
=====			
02-202	FEDERAL W/H PAYABLE	(76.68)	
02-203	SOC SECURITY W/H PAYABLE	(185.65)	
02-204	ARKANSAS W/H PAYABLE	(29.51)	
02-205	GENERAL PENSION W/H	1,689.48	
02-206	UNITED WAY W/H	55.00	
02-210	FIREMENS PENSION W/H	(171.71)	
02-212	POLICE PENSION W/H	(1,030.18)	
02-214	GARNISHMENTS PAYABLE	(3,723.38)	
02-255	DEFERRED INSURANCE PROCEEDS	<u>2,543,801.64</u>	
	TOTAL LIABILITIES		<u>2,540,329.01</u>
=====			
<u>EQUITY</u>			
=====			
02-291	BEGINNING FUND BALANCE	<u>188,373.32</u>	
	TOTAL BEGINNING EQUITY	<u>188,373.32</u>	
TOTAL REVENUE		7,314,922.85	
TOTAL EXPENSES		<u>7,067,786.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	<u>247,136.85</u>	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>435,510.17</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>2,975,839.18</u>
=====			

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

02 -CITY GENERAL FUND
FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ADMINISTRATION	8,167,898.00	212,760.28	6,278,321.24	76.87	1,889,576.76
POLICE DEPT	502,000.00	77,866.75	596,385.70	118.80 (	94,385.70)
FIRE DEPT	200,000.00	0.00	257,931.33	128.97 (	57,931.33)
PARKS & RECREATION DEPT	170,000.00	7,561.51	138,723.88	81.60	31,276.12
GOLF COURSE FUND	55,465.00	2,515.00	42,745.00	77.07	12,720.00
HUMANE SHELTER FUND	2,500.00	153.70	815.70	32.63	1,684.30
TOTAL REVENUES	9,097,863.00	300,857.24	7,314,922.85	80.40	1,782,940.15
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	4,387,183.00	106,849.93	1,189,305.59	27.11	3,197,877.41
POLICE DEPT	2,579,500.00	373,351.22	2,357,724.90	91.40	221,775.10
FIRE DEPT	1,512,985.00	98,087.82	1,548,707.24	102.36 (	35,722.24)
PARKS & RECREATION DEPT	951,700.00	50,481.47	742,784.30	78.05	208,915.70
MUNICIPAL COURT	106,798.00	15,826.40	148,531.66	139.08 (	41,733.66)
JAIL DEPARTMENT	345,500.00	38,929.39	491,994.68	142.40 (	146,494.68)
CODE ENFORCEMENT	356,800.00	35,481.77	143,760.72	40.29	213,039.28
GOLF COURSE FUND	286,310.00	22,927.77	261,394.56	91.30	24,915.44
HUMANE SHELTER FUND	194,250.00	45,554.84	183,582.35	94.51	10,667.65
TOTAL EXPENDITURES	10,721,026.00	787,490.61	7,067,786.00	65.92	3,653,240.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,623,163.00)	(486,633.37)	247,136.85	(1,870,299.85)	

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

02 -CITY GENERAL FUND

100.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ADMINISTRATION</u>					
02-4-01-310 PROPERTY TAXES	715,000.00	8,675.52	713,032.65	99.72	1,967.35
02-4-01-314 GENERAL REVENUE (STATE OF ARK)	115,000.00	7,149.25	106,096.28	92.26	8,903.72
02-4-01-315 PRIVILEGE TAX -- CITY	8,000.00	100.00	11,022.50	137.78 (	3,022.50)
02-4-01-316 PILOT-FED HOUSING AUTHORITY	3,315.00	3,315.20	3,315.20	100.01 (	0.20)
02-4-01-317 PILOT-PLUM POINT ENERGY STA	870,000.00 (	166,048.00)	871,750.54	100.20 (	1,750.54)
02-4-01-318 PILOT-OTHER	0.00	0.00	86,450.00	0.00 (	86,450.00)
02-4-01-323 A & P TAX REVENUE	32,000.00	4,420.00	47,657.06	148.93 (	15,657.06)
02-4-01-325 GAS FRANCHISE TAX	85,000.00	0.00	105,960.14	124.66 (	20,960.14)
02-4-01-328 TELEPHONE EXCISE TAX	20,000.00	0.00	18,000.00	90.00	2,000.00
02-4-01-331 CABLE FRANCHISE TAX	20,000.00	1,316.19	16,047.80	80.24	3,952.20
02-4-01-345 BUILDING PERMITS	2,000.00	211.00	8,645.74	432.29 (	6,645.74)
02-4-01-375 PLANNING COMMISSION	100.00	0.00	10.00	10.00	90.00
02-4-01-384 CODE RED CONTRIBUTIONS	(3,750.00)	0.00	0.00	0.00 (	3,750.00)
02-4-01-387 INSURANCE PROCEEDS	0.00	0.00	197,602.89	0.00 (	197,602.89)
02-4-01-390 INTEREST INCOME	500.00	584.11	6,800.98	1,360.20 (	6,300.98)
02-4-01-394 COUNTY SALES TAX	1,300,000.00	156,112.03	1,821,071.28	140.08 (	521,071.28)
02-4-01-395 MISCELLANEOUS	3,750,733.00	0.00	85,997.41	2.29	3,664,735.59
02-4-01-396 GRANT INCOME	0.00	0.00	53,449.34	0.00 (	53,449.34)
02-4-01-397 CITY SALES TAX	1,250,000.00	196,924.98	2,086,735.18	166.94 (	836,735.18)
02-4-01-398 RENT INCOME	0.00	0.00	38,676.25	0.00 (	38,676.25)
TOTAL ADMINISTRATION	8,167,898.00	212,760.28	6,278,321.24	76.87	1,889,576.76
<u>POLICE DEPT</u>					
02-4-02-335 FINES & FORFEITURES	300,000.00	77,324.77	438,557.63	146.19 (	138,557.63)
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	541.98	36,298.07	36.30	63,701.93
02-4-02-396 GRANT INCOME	100,000.00	0.00	121,530.00	121.53 (	21,530.00)
TOTAL POLICE DEPT	502,000.00	77,866.75	596,385.70	118.80 (	94,385.70)
<u>FIRE DEPT</u>					
02-4-03-380 CONTRACT TRAINING RECEIPTS	0.00	0.00	33,328.00	0.00 (	33,328.00)
02-4-03-395 MISCELLANEOUS	0.00	0.00	5,000.00	0.00 (	5,000.00)
02-4-03-396 GRANT INCOME	200,000.00	0.00	219,603.33	109.80 (	19,603.33)
TOTAL FIRE DEPT	200,000.00	0.00	257,931.33	128.97 (	57,931.33)
<u>PARKS & RECREATION DEPT</u>					
02-4-04-350 ADMISSION FEES	95,000.00	7,561.51	138,723.88	146.03 (	43,723.88)
02-4-04-396 GRANT INCOME	75,000.00	0.00	0.00	0.00	75,000.00
TOTAL PARKS & RECREATION DEPT	170,000.00	7,561.51	138,723.88	81.60	31,276.12
<u>GOLF COURSE FUND</u>					
02-4-18-360 GOLF COURSE MEMBERSHIP FEES	45,000.00	1,885.00	32,132.00	71.40	12,868.00
02-4-18-362 GREENS FEES	815.00	0.00	3,018.00	370.31 (	2,203.00)
02-4-18-364 CART SHED RENTALS	8,500.00	630.00	7,595.00	89.35	905.00
02-4-18-365 PRO SHOP SALES	1,150.00	0.00	0.00	0.00	1,150.00
TOTAL GOLF COURSE FUND	55,465.00	2,515.00	42,745.00	77.07	12,720.00

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

02 -CITY GENERAL FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ADMINISTRATION</u>					
02-5-01-400 SALARIES	135,000.00	16,859.61	149,927.45	111.06 (	14,927.45)
02-5-01-501 TRAVEL & PUBLIC RELATIONS	5,000.00	0.00	4,768.54	95.37	231.46
02-5-01-502 PAYROLL TAX	10,800.00	929.60	10,423.63	96.52	376.37
02-5-01-503 GROUP INSURANCE	45,000.00	5,293.90	56,274.44	125.05 (	11,274.44)
02-5-01-504 PENSION EXPENSE	55,000.00	3,646.67	44,237.37	80.43	10,762.63
02-5-01-510 TRAVEL & TRAINING EXPENSE	12,000.00	322.36	13,689.72	114.08 (	1,689.72)
02-5-01-550 EMPLOYEE RELATIONS	0.00	408.50	450.39	0.00 (	450.39)
02-5-01-601 MATERIALS AND SUPPLIES	30,000.00	7,314.21	138,958.37	463.19 (	108,958.37)
02-5-01-605 OFFICE EXPENSE	5,000.00	0.00	0.00	0.00	5,000.00
02-5-01-607 PUBLISHING ORDINANCES & NOTICE	7,500.00	800.00	16,544.00	220.59 (	9,044.00)
02-5-01-610 TELEPHONE	3,500.00	0.00	2,363.66	67.53	1,136.34
02-5-01-619 BUILDING EXPENSE	35,000.00	660.00	87,058.76	248.74 (	52,058.76)
02-5-01-620 UTILITIES	45,000.00	2,358.90	30,326.29	67.39	14,673.71
02-5-01-625 RENT	1,000.00	0.00	1,021.46	102.15 (	21.46)
02-5-01-626 A & P EXPENSES	30,000.00	4,500.00	72,090.37	240.30 (	42,090.37)
02-5-01-630 INSURANCE	34,000.00	452.07	126,483.17	372.01 (	92,483.17)
02-5-01-640 DUES, MBRSHPS & SUBSCRIPTIONS	3,500.00	89.15	2,981.58	85.19	518.42
02-5-01-644 LEGAL EXPENSES	20,000.00	1,595.00	54,686.00	273.43 (	34,686.00)
02-5-01-645 ADV, PROMOTIONS & DONATIONS	6,000.00	0.00	4,863.34	81.06	1,136.66
02-5-01-647 LICENSES	250.00	0.00	185.00	74.00	65.00
02-5-01-650 REPAIRS & MAINTENANCE - VEH &	1,200.00	0.00	290.73	24.23	909.27
02-5-01-687 ELECTION EXPENSE	0.00	0.00	3,715.06	0.00 (	3,715.06)
02-5-01-700 EQUIPMENT PURCHASES	30,000.00	0.00	2,405.54	8.02	27,594.46
02-5-01-750 ROSENWALD BLDG EXPENSE	7,500.00	493.45	3,528.88	47.05	3,971.12
02-5-01-751 SR. CITIZEN BLDG EXPENSE	5,000.00	214.50	14,723.91	294.48 (	9,723.91)
02-5-01-753 COSTON BLDG EXP	1,500.00	408.98	5,508.89	367.26 (	4,008.89)
02-5-01-801 PLANNING COMMISSION EXPENSE	200.00	0.00	0.00	0.00	200.00
02-5-01-860 CONSULTING SERVICES	132,500.00	17,043.00	136,104.65	102.72 (	3,604.65)
02-5-01-861 INDUSTRIAL INCENTIVES	0.00	9,250.00	55,750.00	0.00 (	55,750.00)
02-5-01-898 ABANDONED/CONDEMNED PROP EXP	0.00	37,000.00	140,180.29	0.00 (	140,180.29)
02-5-01-899 MISCELLANEOUS	3,725,733.00	(2,789.97)	9,764.10	0.26	3,715,968.90
TOTAL ADMINISTRATION	4,387,183.00	106,849.93	1,189,305.59	27.11	3,197,877.41
<u>POLICE DEPT</u>					
02-5-02-400 SALARIES	1,650,000.00	122,853.28	1,636,970.81	99.21	13,029.19
02-5-02-414 SALARIES-GRANT/OPD	(60,000.00) (	751.24) (	184,466.50)	307.44	124,466.50
02-5-02-426 AUXILIARY POLICE	2,000.00	25.31	1,051.47	52.57	948.53
02-5-02-502 PAYROLL TAX	132,000.00	9,028.49	122,402.63	92.73	9,597.37
02-5-02-503 GROUP INSURANCE	135,000.00	7,419.94	98,612.99	73.05	36,387.01
02-5-02-504 PENSION EXPENSE	181,500.00	24,267.07	202,538.82	111.59 (	21,038.82)
02-5-02-510 TRAVEL & TRAINING EXPENSE	10,000.00	257.78	7,346.15	73.46	2,653.85
02-5-02-515 SAFETY SUPPLIES	0.00	89.20	1,801.84	0.00 (	1,801.84)
02-5-02-580 UNIFORM EXPENSE	20,000.00	475.25	18,796.17	93.98	1,203.83
02-5-02-581 UNIFORM LAUNDRY	0.00	0.00	448.27	0.00 (	448.27)
02-5-02-601 MATERIALS AND SUPPLIES	50,000.00	3,894.69	47,162.78	94.33	2,837.22
02-5-02-610 TELEPHONE	35,000.00	5,006.17	31,338.40	89.54	3,661.60
02-5-02-619 BUILDING EXPENSE	1,500.00	0.00	2,408.67	160.58 (908.67)

CITY OF OSCEOLA
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AS OF: DECEMBER 31ST, 2023

02 -CITY GENERAL FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-02-620 UTILITIES	7,500.00	1,633.51	9,260.88	123.48 (	1,760.88)
02-5-02-630 INSURANCE	30,000.00	33,558.58	41,842.12	139.47 (	11,842.12)
02-5-02-640 DUES, MBRSHPS & SUBSCRIPTIONS	25,000.00	1,229.30	16,711.18	66.84	8,288.82
02-5-02-648 IMMUNIZATIONS & PHYSICALS	5,000.00	248.00	4,431.26	88.63	568.74
02-5-02-650 REPAIRS & MAINTENANCE - VEH &	50,000.00	0.00	39,146.49	78.29	10,853.51
02-5-02-651 OPERATING EXPENSES - VEHICLES	55,000.00	9,894.89	96,477.03	175.41 (	41,477.03)
02-5-02-700 EQUIPMENT PURCHASES	250,000.00	154,221.00	198,049.44	79.22	51,950.56
02-5-02-899 MISCELLANEOUS	0.00	0.00	34,606.00)	0.00	34,606.00
TOTAL POLICE DEPT	2,579,500.00	373,351.22	2,357,724.90	91.40	221,775.10
<u>FIRE DEPT</u>					
02-5-03-400 SALARIES	885,000.00	66,610.37	944,969.88	106.78 (	59,969.88)
02-5-03-427 FIRE SCRIPT-REDEEMED	12,000.00	2,922.62	16,984.67	141.54 (	4,984.67)
02-5-03-502 PAYROLL TAX	17,700.00	1,128.24	16,997.39	96.03	702.61
02-5-03-503 GROUP INSURANCE	72,000.00	4,061.33	52,911.36	73.49	19,088.64
02-5-03-504 PENSION EXPENSE	128,000.00	15,519.40	142,194.32	111.09 (	14,194.32)
02-5-03-510 TRAVEL & TRAINING EXPENSE	4,000.00	1,006.45	2,204.79	55.12	1,795.21
02-5-03-515 SAFETY SUPPLIES	1,000.00	0.00	1,076.28	107.63 (	76.28)
02-5-03-580 UNIFORM EXPENSE	7,500.00	154.94	7,684.00	102.45 (	184.00)
02-5-03-601 MATERIALS AND SUPPLIES	20,000.00	1,288.15	43,697.11	218.49 (	23,697.11)
02-5-03-610 TELEPHONE	20,000.00	847.60	8,330.61	41.65	11,669.39
02-5-03-619 BUILDING EXPENSE	7,000.00	244.97	18,644.53	266.35 (	11,644.53)
02-5-03-620 UTILITIES	8,500.00	1,631.86	12,721.99	149.67 (	4,221.99)
02-5-03-630 INSURANCE	50,000.00	2,605.29)	44,572.80	89.15	5,427.20
02-5-03-640 DUES, MBRSHPS & SUBSCRIPTIONS	400.00	0.00	300.48	75.12	99.52
02-5-03-647 LICENSES	0.00	0.00	52.00	0.00 (	52.00)
02-5-03-648 IMMUNIZATIONS & PHYSICALS	2,000.00	0.00	1,557.65	77.88	442.35
02-5-03-650 REPAIRS & MAINTENANCE - VEH &	22,000.00	0.00	25,211.49	114.60 (	3,211.49)
02-5-03-651 OPERATING EXPENSES - VEHICLES	18,000.00	2,620.67	20,401.34	113.34 (	2,401.34)
02-5-03-686 EQUIPMENT RENTAL	22,000.00	2,656.51	19,819.99	90.09	2,180.01
02-5-03-700 EQUIPMENT PURCHASES	165,885.00	0.00	168,374.56	101.50 (	2,489.56)
02-5-03-895 CAPITAL LEASE PAYMENTS	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL FIRE DEPT	1,512,985.00	98,087.82	1,548,707.24	102.36 (	35,722.24)
<u>PARKS & RECREATION DEPT</u>					
02-5-04-400 SALARIES	390,000.00	27,640.51	377,352.69	96.76	12,647.31
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	0.00	42,103.60	421.04 (	32,103.60)
02-5-04-502 PAYROLL TAX	31,200.00	2,003.50	27,959.93	89.62	3,240.07
02-5-04-503 GROUP INSURANCE	30,000.00	2,829.66	28,930.93	96.44	1,069.07
02-5-04-504 PENSION EXPENSE	5,500.00	483.22	6,274.83	114.09 (	774.83)
02-5-04-510 TRAVEL & TRAINING EXPENSE	12,000.00	0.00	270.00	2.25	11,730.00
02-5-04-515 SAFETY SUPPLIES	3,000.00	289.82	1,934.68	64.49	1,065.32
02-5-04-601 MATERIALS AND SUPPLIES	103,000.00	2,930.44	81,581.73	79.21	21,418.27
02-5-04-610 TELEPHONE	5,000.00	253.52	2,899.95	58.00	2,100.05
02-5-04-619 BUILDING EXPENSE	35,000.00	2,078.26	31,743.80	90.70	3,256.20
02-5-04-620 UTILITIES	35,500.00	2,340.24	27,838.46	78.42	7,661.54
02-5-04-630 INSURANCE	7,500.00	4,243.40	11,424.18	152.32 (	3,924.18)
02-5-04-640 DUES, MBRSHPS & SUBSCRIPTIONS	2,000.00	0.00	914.09	45.70	1,085.91
02-5-04-645 ADV, PROMOTIONS & DONATIONS	2,000.00	0.00	0.00	0.00	2,000.00

CITY OF OSCEOLA
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02 -CITY GENERAL FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-04-647 LICENSES	2,000.00	0.00	75.00	3.75	1,925.00
02-5-04-648 IMMUNIZATIONS & PHYSICALS	500.00	32.00	281.00	56.20	219.00
02-5-04-650 REPAIRS & MAINTENANCE - VEH &	25,000.00	1,885.12	9,929.74	39.72	15,070.26
02-5-04-651 OPERATING EXPENSES - VEHICLES	20,000.00	424.79	11,230.80	56.15	8,769.20
02-5-04-686 EQUIPMENT RENTAL	0.00	0.00	248.94	0.00 (	248.94)
02-5-04-700 EQUIPMENT PURCHASES	150,000.00	0.00	14,102.00	9.40	135,898.00
02-5-04-725 ATHLETIC EQUIPMENT	40,000.00	2,448.33	39,065.16	97.66	934.84
02-5-04-895 CAPITAL LEASE PAYMENTS	25,000.00	598.66	26,622.79	106.49 (	1,622.79)
TOTAL PARKS & RECREATION DEPT	951,700.00	50,481.47	742,784.30	78.05	208,915.70
<u>MUNICIPAL COURT</u>					
02-5-05-421 JUDGE'S SALARY	30,000.00	2,443.75	29,325.00	97.75	675.00
02-5-05-422 CLERK'S SALARY	111,480.00	8,255.38	107,506.00	96.44	3,974.00
02-5-05-502 PAYROLL TAX	11,318.00	623.88	8,289.40	73.24	3,028.60
02-5-05-503 GROUP INSURANCE	10,000.00	361.93	3,916.98	39.17	6,083.02
02-5-05-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	1,174.72	58.74	825.28
02-5-05-601 MATERIALS AND SUPPLIES	2,000.00	401.46	1,843.12	92.16	156.88
02-5-05-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	150.00	0.00 (	150.00)
02-5-05-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	109.00	0.00 (	109.00)
02-5-05-700 EQUIPMENT PURCHASES	0.00	0.00	57.19	0.00 (	57.19)
02-5-05-899 MISCELLANEOUS	(60,000.00)	3,740.00	(3,839.75)	6.40	(56,160.25)
TOTAL MUNICIPAL COURT	106,798.00	15,826.40	148,531.66	139.08 (	41,733.66)
<u>JAIL DEPARTMENT</u>					
02-5-11-400 SALARIES	175,000.00	17,846.02	177,257.04	101.29 (	2,257.04)
02-5-11-455 TEMP SERVICE WAGES	50,000.00	21,749.12	117,274.34	234.55 (	67,274.34)
02-5-11-502 PAYROLL TAX	14,000.00	1,260.71	13,878.52	99.13	121.48
02-5-11-503 GROUP INSURANCE	15,000.00	3,590.33	33,083.36	220.56 (	18,083.36)
02-5-11-504 PENSION EXPENSE	1,250.00	170.56	2,365.23	189.22 (	1,115.23)
02-5-11-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	1,366.67	68.33	633.33
02-5-11-580 UNIFORM EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00
02-5-11-601 MATERIALS AND SUPPLIES	40,000.00 (	10,428.77)	86,857.37	217.14 (	46,857.37)
02-5-11-619 BUILDING EXPENSE	0.00	0.00	7,386.99	0.00 (	7,386.99)
02-5-11-620 UTILITIES	20,800.00	719.97	7,590.93	36.49	13,209.07
02-5-11-630 INSURANCE	200.00	41.42	279.01	139.51 (	79.01)
02-5-11-648 IMMUNIZATIONS & PHYSICALS	1,000.00	120.00	2,837.00	283.70 (	1,837.00)
02-5-11-650 REPAIRS & MAINTENANCE - VEH &	0.00	0.00	377.98	0.00 (	377.98)
02-5-11-655 JAIL MAINTENANCE FUND	25,000.00	3,860.03	40,114.39	160.46 (	15,114.39)
02-5-11-659 INMATE MEDICAL	250.00	0.00	101.31	40.52	148.69
02-5-11-700 EQUIPMENT PURCHASES	0.00	0.00	1,224.54	0.00 (	1,224.54)
TOTAL JAIL DEPARTMENT	345,500.00	38,929.39	491,994.68	142.40 (	146,494.68)
<u>CODE ENFORCEMENT</u>					
02-5-17-400 SALARIES	125,000.00	0.00	64,213.60	51.37	60,786.40
02-5-17-440 WAGES - STAFF	0.00	0.00	919.20	0.00 (	919.20)
02-5-17-502 PAYROLL TAX	10,000.00	0.00	1,607.24	16.07	8,392.76
02-5-17-503 GROUP INSURANCE	8,800.00	1,330.07	18,223.51	207.09 (	9,423.51)
02-5-17-510 TRAVEL & TRAINING EXPENSE	5,000.00	0.00	1,416.96	28.34	3,583.04
02-5-17-580 UNIFORM EXPENSE	0.00	0.00	125.93	0.00 (	125.93)
02-5-17-601 MATERIALS AND SUPPLIES	10,000.00	11.11	9,339.29	93.39	660.71

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

02 -CITY GENERAL FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-17-610 TELEPHONE	0.00	162.24	1,140.84	0.00 (	1,140.84)
02-5-17-647 LICENSES	0.00	491.67	5,796.67	0.00 (	5,796.67)
02-5-17-648 IMMUNIZATIONS & PHYSICALS	0.00	0.00	96.00	0.00 (	96.00)
02-5-17-650 REPAIRS & MAINTENANCE - VEH &	0.00	88.00	4,538.06	0.00 (	4,538.06)
02-5-17-651 OPERATING EXPENSES- VEHICLES	10,000.00	684.68	2,970.52	29.71	7,029.48
02-5-17-700 EQUIPMENT PURCHASES	48,000.00	32,714.00	33,372.90	69.53	14,627.10
02-5-17-899 MISCELLANEOUS	140,000.00	0.00	0.00	0.00	140,000.00
TOTAL CODE ENFORCEMENT	356,800.00	35,481.77	143,760.72	40.29	213,039.28
<u>GOLF COURSE FUND</u>					
02-5-18-400 SALARIES	98,000.00	6,867.76	63,721.44	65.02	34,278.56
02-5-18-455 TEMP SERVICE WAGES	40,000.00	5,924.00	75,557.90	188.89 (	35,557.90)
02-5-18-502 PAYROLL TAX	7,840.00	518.96	4,910.51	62.63	2,929.49
02-5-18-503 GROUP INSURANCE	10,000.00	334.43	3,796.65	37.97	6,203.35
02-5-18-504 PENSION EXPENSE	3,270.00	223.38	2,900.69	88.71	369.31
02-5-18-515 SAFETY SUPPLIES	0.00	55.00	55.00	0.00 (	55.00)
02-5-18-601 MATERIALS AND SUPPLIES	45,000.00	626.11	44,764.14	99.48	235.86
02-5-18-610 TELEPHONE	2,500.00	126.76	2,972.74	118.91 (	472.74)
02-5-18-619 BUILDING EXPENSE	0.00	79.20	3,709.53	0.00 (	3,709.53)
02-5-18-620 UTILITIES	5,700.00	524.77	6,148.49	107.87 (	448.49)
02-5-18-630 INSURANCE	6,000.00	658.45	5,788.15	96.47	211.85
02-5-18-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	306.49	0.00 (	306.49)
02-5-18-650 REPAIRS & MAINTENANCE - VEH &	12,500.00	0.00	15,396.34	123.17 (	2,896.34)
02-5-18-651 OPERATING EXPENSES - VEHICLES	15,000.00	3,555.97	10,783.63	71.89	4,216.37
02-5-18-686 EQUIPMENT RENTAL	500.00	0.00	0.00	0.00	500.00
02-5-18-700 EQUIPMENT PURCHASES	5,000.00	0.00	864.17	17.28	4,135.83
02-5-18-895 CAPITAL LEASE PAYMENTS	35,000.00	3,432.98	19,718.69	56.34	15,281.31
TOTAL GOLF COURSE FUND	286,310.00	22,927.77	261,394.56	91.30	24,915.44
<u>HUMANE SHELTER FUND</u>					
02-5-19-400 SALARIES	80,000.00	5,268.07	73,372.02	91.72	6,627.98
02-5-19-455 TEMP SERVICE WAGES	15,000.00	2,836.60	17,432.79	116.22 (	2,432.79)
02-5-19-502 PAYROLL TAX	6,400.00	396.59	5,710.13	89.22	689.87
02-5-19-503 GROUP INSURANCE	6,000.00	333.74	3,774.98	62.92	2,225.02
02-5-19-504 PENSION EXPENSE	1,250.00	105.52	1,365.18	109.21 (	115.18)
02-5-19-510 TRAVEL & TRAINING EXPENSE	250.00	0.00	62.14	24.86	187.86
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	515.55	103.11 (	15.55)
02-5-19-601 MATERIALS AND SUPPLIES	20,000.00	2,352.25	22,949.89	114.75 (	2,949.89)
02-5-19-610 TELEPHONE	9,800.00	239.10	3,215.45	32.81	6,584.55
02-5-19-611 VET BILLS	7,500.00	0.00	7,322.25	97.63	177.75
02-5-19-619 BUILDING EXPENSE	2,500.00	396.00	5,822.80	232.91 (	3,322.80)
02-5-19-620 UTILITIES	3,600.00	290.69	3,408.50	94.68	191.50
02-5-19-630 INSURANCE	1,500.00	381.87	865.89	57.73	634.11
02-5-19-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	0.00	98.99	0.00 (	98.99)
02-5-19-648 IMMUNIZATIONS & PHYSICALS	250.00	32.00	64.00	25.60	186.00
02-5-19-650 REPAIRS & MAINTENANCE - VEH &	1,500.00	0.00	1,672.86	111.52 (	172.86)
02-5-19-651 OPERATING EXPENSES - VEHICLES	3,000.00	208.41	3,017.93	100.60 (	17.93)
02-5-19-700 EQUIPMENT PURCHASES	35,000.00	32,714.00	32,873.18	93.92	2,126.82
02-5-19-840 Disposal	0.00	0.00	37.82	0.00 (	37.82)
TOTAL HUMANE SHELTER FUND	194,250.00	45,554.84	183,582.35	94.51	10,667.65

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

02 -CITY GENERAL FUND

	100.00% OF FISCAL YEAR				
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	10,721,026.00	787,490.61	7,067,786.00	65.92	3,653,240.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,623,163.00)	(486,633.37)	247,136.85		(1,870,299.85)

CITY OF OSCEOLA
BALANCE SHEET
AS OF: DECEMBER 31ST, 2023

05 -AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
05-101	REGIONS-AIRPORT OPERATING(680)	12,154.33	
05-105	BANCORP-AIRPORT GRANT(6248)	105,142.16	
05-130	DUE TO/FROM OTHER FUNDS	<u>6,859.93</u>	
			<u>124,156.42</u>
TOTAL ASSETS			<u>124,156.42</u>
=====			
<u>LIABILITIES</u>			
=====			
<u>EQUITY</u>			
=====			
05-291	BEGINNING FUND BALANCE	<u>52,219.67</u>	
	TOTAL BEGINNING EQUITY	<u>52,219.67</u>	
TOTAL REVENUE		87,443.37	
TOTAL EXPENSES		<u>15,506.62</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		<u>71,936.75</u>	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>124,156.42</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>124,156.42</u>
=====			

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

05 -AIRPORT FUND
FINANCIAL SUMMARY

100.00% 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>40,506.84</u>	<u>87,443.37</u>	<u>0.00</u>	(<u>87,443.37</u>)
TOTAL REVENUES	<u>0.00</u>	<u>40,506.84</u>	<u>87,443.37</u>	<u>0.00</u>	(<u>87,443.37</u>)
<u>EXPENDITURE SUMMARY</u>					
AIRPORT	<u>8,000.00</u>	<u>1,436.77</u>	<u>15,506.62</u>	<u>193.83</u>	(<u>7,506.62</u>)
TOTAL EXPENDITURES	<u>8,000.00</u>	<u>1,436.77</u>	<u>15,506.62</u>	<u>193.83</u>	(<u>7,506.62</u>)
REVENUES OVER/(UNDER) EXPENDITURES	(8,000.00)	39,070.07	71,936.75		(79,936.75)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

05 -AIRPORT FUND

100.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
AIRPORT					
05-4-09-390 INTEREST INCOME	0.00	11.75	67.66	0.00 (	67.66)
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	40,495.09	80,375.71	0.00 (80,375.71)
TOTAL AIRPORT	0.00	40,506.84	87,443.37	0.00 (87,443.37)
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TOTAL REVENUES	0.00	40,506.84	87,443.37	0.00 (87,443.37)
	=====	=====	=====	=====	=====

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

05 -AIRPORT FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>AIRPORT</u>					
05-5-09-601 MATERIALS AND SUPPLIES	0.00	1,425.00	15,366.55	0.00 (	15,366.55)
05-5-09-619 BUILDING EXPENSE	7,500.00	0.00	0.00	0.00	7,500.00
05-5-09-620 UTILITIES	0.00	11.77	140.07	0.00 (	140.07)
05-5-09-630 INSURANCE	500.00	0.00	0.00	0.00	500.00
TOTAL AIRPORT	<u>8,000.00</u>	<u>1,436.77</u>	<u>15,506.62</u>	<u>193.83 (</u>	<u>7,506.62)</u>
<u>TOTAL EXPENDITURES</u>					
	<u>8,000.00</u>	<u>1,436.77</u>	<u>15,506.62</u>	<u>193.83 (</u>	<u>7,506.62)</u>
REVENUES OVER/(UNDER) EXPENDITURES	(8,000.00)	39,070.07	71,936.75	(	79,936.75)

03 -STREET FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
<u>=====</u>		
03-115	BANCORP-STREET FUND(0449)	299,412.84
03-130	DUE TO/FROM OTHER FUNDS	(480,889.35)
03-133	DUE FROM SANITATION	<u>50,000.00</u>
		(<u>131,476.51</u>)
TOTAL ASSETS		(<u>131,476.51</u>)
		<u>=====</u>
<u>LIABILITIES</u>		
<u>=====</u>		
<u>EQUITY</u>		
<u>=====</u>		
03-291	BEGINNING FUND BALANCE	<u>302,530.08</u>
	TOTAL BEGINNING EQUITY	302,530.08
TOTAL REVENUE		685,406.72
TOTAL EXPENSES		<u>1,119,413.31</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(<u>434,006.59</u>)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(<u>131,476.51</u>)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(<u>131,476.51</u>)
		<u>=====</u>

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

03 -STREET FUND
FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
STREET DEPT	695,040.00	49,129.55	685,406.72	98.61	9,633.28
TOTAL REVENUES	695,040.00	49,129.55	685,406.72	98.61	9,633.28
<u>EXPENDITURE SUMMARY</u>					
STREET DEPT	1,106,650.00	82,133.45	1,119,413.31	101.15	(12,763.31)
TOTAL EXPENDITURES	1,106,650.00	82,133.45	1,119,413.31	101.15	(12,763.31)
REVENUES OVER/(UNDER) EXPENDITURES	(411,610.00)	(33,003.90)	(434,006.59)		22,396.59

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

03 -STREET FUND

100.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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STREET DEPT					
03-4-06-314 GENERAL REVENUE (STATE OF ARK)	600,000.00	815.68	815.68	0.14	599,184.32
03-4-06-322 DEBRIS REMOVAL	0.00	100.00	540.00	0.00 (	540.00)
03-4-06-386 STREET REVENUE TURNBACK	0.00	48,175.52	588,471.45	0.00 (	588,471.45)
03-4-06-390 INTEREST INCOME	40.00	38.35	293.32	733.30 (	253.32)
03-4-06-395 MISCELLANEOUS	95,000.00	0.00	95,286.27	100.30 (286.27)
TOTAL STREET DEPT	695,040.00	49,129.55	685,406.72	98.61	9,633.28
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TOTAL REVENUES	695,040.00	49,129.55	685,406.72	98.61	9,633.28
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CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

03 -STREET FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREET DEPT</u>					
03-5-06-441 WAGES-STREET EMPLOYEES	440,000.00	29,074.06	394,611.95	89.68	45,388.05
03-5-06-455 TEMP SERVICES WAGES	50,000.00	7,620.71	92,197.51	184.40 (	42,197.51)
03-5-06-502 PAYROLL TAX	35,200.00	2,148.83	29,692.19	84.35	5,507.81
03-5-06-503 GROUP INSURANCE	40,000.00	2,829.26	28,558.53	71.40	11,441.47
03-5-06-504 PENSION EXPENSE	7,500.00	114.68	2,239.97	29.87	5,260.03
03-5-06-510 TRAVEL & TRAINING EXPENSE	1,000.00	91.06	801.06	80.11	198.94
03-5-06-515 SAFETY SUPPLIES	2,500.00	167.72	2,111.75	84.47	388.25
03-5-06-580 UNIFORM EXPENSE	3,200.00	1,146.04	13,601.47	425.05 (	10,401.47)
03-5-06-601 MATERIALS AND SUPPLIES	20,000.00	406.44	18,706.38	93.53	1,293.62
03-5-06-610 TELEPHONE	7,000.00	471.26	4,107.50	58.68	2,892.50
03-5-06-619 BUILDING EXPENSE	10,000.00	397.80	7,445.42	74.45	2,554.58
03-5-06-620 UTILITIES	5,000.00	876.94	8,740.84	174.82 (	3,740.84)
03-5-06-630 INSURANCE	30,000.00	8,446.08	22,657.30	75.52	7,342.70
03-5-06-640 DUES, MBRSHPS & SUBSCRIPTIONS	250.00	0.00	201.49	80.60	48.51
03-5-06-647 LICENSES	0.00	0.00	24.17	0.00 (	24.17)
03-5-06-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	928.00	92.80	72.00
03-5-06-650 REPAIRS & MAINTENANCE - VEH &	60,000.00	0.00	37,941.77	63.24	22,058.23
03-5-06-651 OPERATING EXPENSES - VEHICLES	55,000.00	9,380.63	87,358.90	158.83 (	32,358.90)
03-5-06-700 EQUIPMENT PURCHASES	56,000.00	0.00	130,541.83	233.11 (	74,541.83)
03-5-06-750 ASPHALT	2,500.00	0.00	0.00	0.00	2,500.00
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	0.00	0.00	1,500.00
03-5-06-753 STREET-REPAIR CONTRACT	200,000.00	0.00	112,829.62	56.41	87,170.38
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	65,000.00	18,961.94	123,110.86	189.40 (	58,110.86)
03-5-06-899 MISCELLANEOUS	10,000.00	0.00	619.80	6.20	9,380.20
TOTAL STREET DEPT	1,106,650.00	82,133.45	1,119,413.31	101.15 (12,763.31)
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TOTAL EXPENDITURES	1,106,650.00	82,133.45	1,119,413.31	101.15 (12,763.31)
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REVENUES OVER/(UNDER) EXPENDITURES	(411,610.00)	(33,003.90)	(434,006.59)		22,396.59

04 -SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
04-107	FNBEA SANITATION	200.00	
04-115	BANCORP-SANITATION FUND(9951)	12,822.59	
04-130	DUE TO/FROM OTHER FUNDS	50,207.02	
04-185	TOOLS AND EQUIPMENT	2,310,661.79	
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	(2,943,173.89)	
		<u>999,416.27</u>	
TOTAL ASSETS			<u>999,416.27</u>
=====			
<u>LIABILITIES</u>			
=====			
04-226	DUE TO STREET FUND	50,000.00	
04-263	N/P BCS COMML GARBAGE TRUCK	51,928.88	
04-267	N/P BCS KNUCKLEBOOM TRUCK	27,572.66	
04-269	N/P BCS COMML ROLL-OFF	24,737.16	
04-270	N/P BCS RESIDNTL GARBAGE TRUCK	16,350.91	
	TOTAL LIABILITIES	<u>170,589.61</u>	
<u>EQUITY</u>			
=====			
04-290	RETAINED EARNINGS	956,859.24	
	TOTAL BEGINNING EQUITY	<u>956,859.24</u>	
TOTAL REVENUE		920,848.63	
TOTAL EXPENSES		<u>1,048,881.21</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(128,032.58)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>828,826.66</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>999,416.27</u>
=====			

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

04 -SANITATION FUND
FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SANITATION	850,050.00	75,610.83	813,690.33	95.72	36,359.67
PEST CONTROL FUND	<u>108,000.00</u>	<u>9,873.00</u>	<u>107,158.30</u>	<u>99.22</u>	<u>841.70</u>
TOTAL REVENUES	<u>958,050.00</u>	<u>85,483.83</u>	<u>920,848.63</u>	<u>96.12</u>	<u>37,201.37</u>
<u>EXPENDITURE SUMMARY</u>					
SANITATION	986,000.00	88,884.72	962,251.21	97.59	23,748.79
COMPOSTING DEPT	1,500.00	0.00	0.00	0.00	1,500.00
PEST CONTROL FUND	<u>115,500.00</u>	<u>7,875.50</u>	<u>86,630.00</u>	<u>75.00</u>	<u>28,870.00</u>
TOTAL EXPENDITURES	<u>1,103,000.00</u>	<u>96,760.22</u>	<u>1,048,881.21</u>	<u>95.09</u>	<u>54,118.79</u>
REVENUES OVER/(UNDER) EXPENDITURES	(144,950.00)	(11,276.39)	(128,032.58)		(16,917.42)

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

04 -SANITATION FUND

100.00% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION</u>					
04-4-07-300 SALES	850,000.00	74,328.88	810,523.18	95.36	39,476.82
04-4-07-322 DEBRIS REMOVAL	0.00	0.00	100.00	0.00 (	100.00)
04-4-07-390 INTEREST INCOME	50.00	3.55	91.06	182.12 (	41.06)
04-4-07-395 MISCELLANEOUS	0.00	1,278.40	2,976.09	0.00 (	2,976.09)
TOTAL SANITATION	850,050.00	75,610.83	813,690.33	95.72	36,359.67
<u>COMPOSTING DEPT</u>					
<u>PEST CONTROL FUND</u>					
04-4-20-300 SALES	108,000.00	9,873.00	107,158.30	99.22	841.70
TOTAL PEST CONTROL FUND	108,000.00	9,873.00	107,158.30	99.22	841.70
<u>TOTAL REVENUES</u>					
	958,050.00	85,483.83	920,848.63	96.12	37,201.37

CITY OF OSCEOLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

04 -SANITATION FUND

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION</u>					
04-5-07-451 WAGES-GARBAGE COLLECTIONS	300,000.00	22,512.35	307,165.34	102.39 (	7,165.34)
04-5-07-455 TEMP SERVICE WAGES	45,000.00	10,800.02	64,018.15	142.26 (	19,018.15)
04-5-07-502 PAYROLL TAX	24,000.00	1,664.82	23,791.93	99.13	208.07
04-5-07-503 GROUP INSURANCE	35,000.00	2,491.85	25,176.11	71.93	9,823.89
04-5-07-504 PENSION EXPENSE	10,500.00	893.53	11,451.72	109.06 (	951.72)
04-5-07-510 TRAVEL & TRAINING EXPENSE	750.00	0.00	559.98	74.66	190.02
04-5-07-515 SAFETY SUPPLIES	5,000.00	0.00	721.15	14.42	4,278.85
04-5-07-580 UNIFORM EXPENSE	5,000.00	1,218.23	10,917.67	218.35 (	5,917.67)
04-5-07-601 MATERIALS AND SUPPLIES	31,000.00	99.28	13,668.54	44.09	17,331.46
04-5-07-610 TELEPHONE	4,500.00	0.00	1,804.16	40.09	2,695.84
04-5-07-619 BUILDING EXPENSE	4,000.00	0.00	2,501.56	62.54	1,498.44
04-5-07-620 UTILITIES	2,500.00	140.04	1,836.68	73.47	663.32
04-5-07-630 INSURANCE	22,500.00	13,144.35	33,820.43	150.31 (	11,320.43)
04-5-07-642 GARBAGE BAGS	20,000.00 (	10.00)	11,446.00)	57.23-	31,446.00
04-5-07-647 LICENSES	1,000.00	0.00	478.63	47.86	521.37
04-5-07-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	50.00	20.00	200.00
04-5-07-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	0.00	17,003.92	85.02	2,996.08
04-5-07-651 OPERATING EXPENSES - VEHICLES	45,000.00	9,419.95	67,042.44	148.98 (	22,042.44)
04-5-07-764 DEPRECIATION EXPENSE	225,000.00	18,750.00	225,000.00	100.00	0.00
04-5-07-840 DUMPING-DISPOSAL	175,000.00	4,729.75	141,716.06	80.98	33,283.94
04-5-07-886 INTEREST EXPENSE	10,000.00	3,030.55	20,922.23	209.22 (	10,922.23)
04-5-07-899 MISCELLANEOUS	0.00	0.00	4,050.51	0.00 (	4,050.51)
TOTAL SANITATION	986,000.00	88,884.72	962,251.21	97.59	23,748.79
<u>COMPOSTING DEPT</u>					
04-5-10-601 MATERIALS AND SUPPLIES	250.00	0.00	0.00	0.00	250.00
04-5-10-650 REPAIRS & MAINTENANCE - VEH &	1,000.00	0.00	0.00	0.00	1,000.00
04-5-10-651 OPERATING EXPENSES - VEHICLES	250.00	0.00	0.00	0.00	250.00
TOTAL COMPOSTING DEPT	1,500.00	0.00	0.00	0.00	1,500.00
<u>PEST CONTROL FUND</u>					
04-5-20-601 MATERIALS AND SUPPLIES	500.00	0.00	0.00	0.00	500.00
04-5-20-602 CHEMICALS AND SUPPLIES	115,000.00	7,875.50	86,630.00	75.33	28,370.00
TOTAL PEST CONTROL FUND	115,500.00	7,875.50	86,630.00	75.00	28,870.00
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TOTAL EXPENDITURES	1,103,000.00	96,760.22	1,048,881.21	95.09	54,118.79
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REVENUES OVER/(UNDER) EXPENDITURES	(144,950.00) (11,276.39) (128,032.58)	(16,917.42)

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ACSC	214	GARNISHMENTS PAYABLE		488.00
		214	GARNISHMENTS PAYABLE		488.00
		214	GARNISHMENTS PAYABLE		300.00
		214	GARNISHMENTS PAYABLE		300.00
		214	GARNISHMENTS PAYABLE		300.00
	DEPT OF FINANCE	204	ARKANSAS W/H PAYABLE	ARKANSAS W/H PAYABLE	1,966.13
		204	ARKANSAS W/H PAYABLE	STATE W/H	1,831.53
		204	ARKANSAS W/H PAYABLE	STATE W/H	0.50
		208	UNIFORM W/H	UNIFORM W/H	6.00
		116	BANCORP-OMLP PAYROLL	OMLP PY CADENCE 12/14/23	6,307.83
	OMLP PAYROLL	116	BANCORP-OMLP PAYROLL	OMLP PY REG DD 12/14/23	40,103.16
		116	BANCORP-OMLP PAYROLL	V. GILLENLINE PY 12/14/23	248.98
		116	BANCORP-OMLP PAYROLL	OMLP PY CADENCE 12/28/23	6,356.74
		116	BANCORP-OMLP PAYROLL	OMLP PY REG DD 11/28/23	41,272.99
		116	BANCORP-OMLP PAYROLL	OMLP PY REG DD 11/28/23	41,272.99
	TECHLINE LTD	181	ELECTRIC POWER PLANT	ELEC	34,594.56
		181	ELECTRIC POWER PLANT	ELEC	1,280.88
		181	ELECTRIC POWER PLANT	ELEC	576.90
		181	ELECTRIC POWER PLANT	ELEC	10,961.22
		181	ELECTRIC POWER PLANT	ELEC	412.51
		181	ELECTRIC POWER PLANT	ELEC	363.00
		181	ELECTRIC POWER PLANT	ELEC	16,775.00
		181	ELECTRIC POWER PLANT	ELEC	2,274.36
		207	GROUP INSURANCE W/H	GROUP INSURANCE W/H	361.03
		205	GENERAL PENSION W/H	VOYA	80.99
	VOYA	205	GENERAL PENSION W/H	VOYA	115.02
		205	GENERAL PENSION W/H	VOYA	238.99
		205	GENERAL PENSION W/H	VOYA	337.51
		205	GENERAL PENSION W/H	VOYA	1,198.06
		205	GENERAL PENSION W/H	VOYA	1,198.06
	MJMEUC	210	PURCHASE POWER PAYAB	CUSTOMER ID: 0003 - INV# 2	610,069.23
		210	PURCHASE POWER PAYAB	ENTERGY ARKANSAS INC.	35,022.60
	MCCLELLAND CONSULTING ENGINE	183	WATER PLANT	WATER	3,137.20
		143	2018 BOND PROJECT FU	SEWER	5,025.23
		183	WATER PLANT	MCCLELLAND CONSULTING ENGI	1,679.50
		183	WATER PLANT	MCCLELLAND CONSULTING ENGI	1,679.50
	DELTA VISION	207	GROUP INSURANCE W/H	DELTA VISION	104.40
		202	FEDERAL W/H PAYABLE	EFTPS	5,447.58
	EFTPS	203	SOC SECURITY W/H PAY	EFTPS	3,910.06
		203	SOC SECURITY W/H PAY	EFTPS	914.48
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	5,104.42
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	35.69
		203	SOC SECURITY W/H PAY	FICA W/H	3,795.53
		203	SOC SECURITY W/H PAY	FICA W/H	19.15
		203	SOC SECURITY W/H PAY	MEDICARE W/H	887.68
		203	SOC SECURITY W/H PAY	MEDICARE W/H	4.48
		186	NEW SEWER SYSTEMS	SEWER	1,345.00
		183	WATER PLANT	WATER	12,102.00
	JOWERS GENERAL CONTRACTING, MISSISSIPPI COUNTY ELECTRIC CORE & MAIN	210	PURCHASE POWER PAYAB	MISSISSIPPI COUNTY ELECTRI	728,053.79
		183	WATER PLANT	WATER	1,595.00
		183	WATER PLANT	WATER	940.51
		183	WATER PLANT	WATER	1,920.60
		183	WATER PLANT	WATER	1,923.58
	AV WATER TECHNOLOGIES, LLC	183	WATER PLANT	AV WATER TECHNOLOGIES, LLC	3,208.71
		183	WATER PLANT	AV WATER TECHNOLOGIES, LLC	3,208.71
TOTAL:					1,595,486.31
ELECTRIC DEPT	CAPITAL ONE	5-12-601	MATERIALS AND SUPPLI	ELECTRIC	711.96
		5-12-601	MATERIALS AND SUPPLI	ELECTRIC	136.33

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	BUGMOBILE OF AR INC	5-12-619	BUILDING EXPENSE	ELEC	29.70
		5-12-619	BUILDING EXPENSE	ELEC	52.80
	KENNEMORE HOME	5-12-601	MATERIALS AND SUPPLI	ELEC	1.91
		5-12-601	MATERIALS AND SUPPLI	ELEC	214.39
		5-12-601	MATERIALS AND SUPPLI	ELEC	76.48
		5-12-601	MATERIALS AND SUPPLI	ELEC	145.07
		5-12-601	MATERIALS AND SUPPLI	ELEC	29.68
		5-12-601	MATERIALS AND SUPPLI	ELEC	7.90
	LOWE'S BUSINESS ACCOUNT	5-12-601	MATERIALS AND SUPPLI	ELEC	31.66
		5-12-601	MATERIALS AND SUPPLI	ELEC	52.38
	NEXAIR LLC	5-12-601	MATERIALS AND SUPPLI	ELEC	44.64
	AMERICAN HERITAGE LIFE	5-12-503	GROUP INSURANCE	ELECTRIC	270.68
		5-12-503	GROUP INSURANCE	ELECTRIC	30.12
		5-12-503	GROUP INSURANCE	ELECTRIC	270.68
	MUNICIPAL LEAGUE WORKERS COM	5-12-630	INSURANCE	ELECTRIC POWER LINE	5,665.59
		5-12-630	INSURANCE	ELECTRIC LIGHT CO.	2,376.86
	CITIZENS FIDELITY INS	5-12-503	GROUP INSURANCE	OMLP	42.73
	RITTER COMMUNICATIONS	5-12-619	BUILDING EXPENSE	ELEC	203.98
	METLIFE GROUP BENEFITS	5-12-503	GROUP INSURANCE	ELECTRIC	135.21
	O'REILLY AUTO STORES INC	5-12-650	REPAIRS & MAINTENANC	ELEC	269.83
		5-12-601	MATERIALS AND SUPPLI	ELEC	22.41
		5-12-601	MATERIALS AND SUPPLI	ELEC	79.11
		5-12-650	REPAIRS & MAINTENANC	ELEC	16.81
		5-12-601	MATERIALS AND SUPPLI	ELEC	23.07
	DELTA DENTAL	5-12-503	GROUP INSURANCE	ELECTRIC	538.82
	VOYA	5-12-504	PENSION EXPENSE	VOYA	733.85
	FIRST NATIONAL BANK	5-12-710	ELECTRIC POWER PURCH	FIRST NATIONAL BANK	15,000.00
	MCCLELLAND CONSULTING ENGINE	5-12-860	CONSULTING SERVICES	ELEC	487.50
	VERIZON WIRELESS	5-12-610	TELEPHONE	ELC	755.08
	DELTA VISION	5-12-503	GROUP INSURANCE	ELECTRIC	90.36
	EFTPS	5-12-502	PAYROLL TAX	EFTPS	1,442.53
		5-12-502	PAYROLL TAX	EFTPS	337.39
		5-12-502	PAYROLL TAX	FICA W/H	1,595.46
		5-12-502	PAYROLL TAX	MEDICARE W/H	373.14
	AT#T	5-12-620	UTILITIES	ELEC	100.20
	TRI STATE INDUSTRIAL SUPPLY	5-12-650	REPAIRS & MAINTENANC	ELEC	317.64
	SLATEROCK FR	5-12-580	UNIFORM EXPENSE	ELEC	39.96
	WEX FLEET UNIVERSAL	5-12-651	OPERATING EXPENSES -	ELEC	1,967.87
	BLACK HILLS ENERGY	5-12-620	UTILITIES	ELEC	478.43
		5-12-620	UTILITIES	ELEC	63.45
	MUNICIPAL HEALTH BENEFIT FUN	5-12-503	GROUP INSURANCE	ELECTRIC	6,232.50
	OST, LLC.	5-12-648	IMMUNIZATIONS & PHYS	LIGHT OFFICE	32.00
	CINTAS UNIFORM CORP 206	5-12-619	BUILDING EXPENSE	ELEC	95.73
		5-12-619	BUILDING EXPENSE	ELEC	95.73
		5-12-619	BUILDING EXPENSE	ELEC	95.73
		5-12-619	BUILDING EXPENSE	ELEC	95.73
	ARAMARK	5-12-515	SAFETY SUPPLIES	ELEC	35.68
		5-12-515	SAFETY SUPPLIES	ELEC	17.84
		5-12-515	SAFETY SUPPLIES	ELEC	17.84
		5-12-515	SAFETY SUPPLIES	ELEC	17.84
	VERIZON NETWORK FLEET, INC. (	5-12-651	OPERATING EXPENSES -	ELEC	178.09
	PARMAN ENERGY GROUP	5-12-651	OPERATING EXPENSES -	ELECTRIC	246.39
		5-12-651	OPERATING EXPENSES -	ELECTRIC	191.66
		5-12-651	OPERATING EXPENSES -	ELECTRIC	267.19

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-12-651	OPERATING EXPENSES -	ELECTRIC	275.64
		5-12-651	OPERATING EXPENSES -	ELECTRIC	405.97
		5-12-651	OPERATING EXPENSES -	ELECTRIC	455.93
		5-12-651	OPERATING EXPENSES -	ELECTRIC	437.15
		5-12-651	OPERATING EXPENSES -	ELECTRIC	456.48
		5-12-651	OPERATING EXPENSES -	ELECTRIC	361.81
		5-12-651	OPERATING EXPENSES -	ELECTRIC	302.85
		5-12-651	OPERATING EXPENSES -	ELECTRIC	519.01
		5-12-651	OPERATING EXPENSES -	ELECTRIC	366.70
		5-12-651	OPERATING EXPENSES -	ELECTRIC	200.89
		5-12-651	OPERATING EXPENSES -	ELECTRIC	315.07
		5-12-651	OPERATING EXPENSES -	ELECTRIC	237.48
	EF FBO TEMPS PLUS, INC.	5-12-455	TEMP SERVICE WAGES	ELECTRIC	751.10
		5-12-455	TEMP SERVICE WAGES	ELECTRIC	331.76
		5-12-455	TEMP SERVICE WAGES	ELECTRIC	812.00
		5-12-455	TEMP SERVICE WAGES	ELECTRIC	812.00
		5-12-455	TEMP SERVICE WAGES	ELECTRIC	487.20
		5-12-455	TEMP SERVICE WAGES	ELECTRIC	812.00
			TOTAL:		51,224.65
WATER DEPT	CAPITAL ONE	5-13-601	MATERIALS AND SUPPLI	WATER	132.47
	QUILL CORP	5-13-601	MATERIALS AND SUPPLI	WATER	65.08
	FOUNTAIN PLUMBING	5-13-601	MATERIALS AND SUPPLI	WATER	33.35
		5-13-601	MATERIALS AND SUPPLI	WATER	13.92
		5-13-601	MATERIALS AND SUPPLI	WATER	500.00
	KENNEMORE HOME	5-13-601	MATERIALS AND SUPPLI	WATER	19.12
		5-13-601	MATERIALS AND SUPPLI	WATER	28.03
	LEGAL SHIELD	5-13-503	GROUP INSURANCE	WATER	16.95
		5-13-503	GROUP INSURANCE	WATER	16.95
	GRAINGER INC	5-13-683	PUMP AND TANK REPAIR	WATER	719.10
	AMERICAN HERITAGE LIFE	5-13-503	GROUP INSURANCE	WATER	32.32
	MUNICIPAL LEAGUE WORKERS COM	5-13-630	INSURANCE	WATERWORKS	3,712.00
	JOHN DEERE FINANCIAL	5-13-899	MISCELLANEOUS	WATER	84.47
	RITTER COMMUNICATIONS	5-13-620	UTILITIES	WATER	329.96
	METLIFE GROUP BENEFITS	5-13-503	GROUP INSURANCE	WATER	65.25
	DELTA DENTAL	5-13-503	GROUP INSURANCE	WATER	86.84
	VOYA	5-13-504	PENSION EXPENSE	VOYA	266.38
	UTILITY SERVICE CO INC	5-13-683	PUMP AND TANK REPAIR	WATER	1,080.44
	VERIZON WIRELESS	5-13-610	TELEPHONE	WATER	201.07
	DELTA VISION	5-13-503	GROUP INSURANCE	WATER	5.86
	EFTPS	5-13-502	PAYROLL TAX	EFTPS	792.79
		5-13-502	PAYROLL TAX	EFTPS	185.41
		5-13-502	PAYROLL TAX	FICA W/H	659.28
		5-13-502	PAYROLL TAX	MEDICARE W/H	154.19
	MUNICIPAL HEALTH BENEFIT FUN	5-13-503	GROUP INSURANCE	WATER	2,377.50
	CORE & MAIN	5-13-601	MATERIALS AND SUPPLI	WATER	196.91
		5-13-601	MATERIALS AND SUPPLI	WATER	188.01
	CINTAS UNIFORM CORP 206	5-13-580	UNIFORM EXPENSE	WATER	962.04
	ARAMARK	5-13-515	SAFETY SUPPLIES	WATER	17.84
		5-13-515	SAFETY SUPPLIES	WATER	17.84
		5-13-515	SAFETY SUPPLIES	WATER	17.84
		5-13-515	SAFETY SUPPLIES	WATER	17.84
	VERIZON NETWORK FLEET, INC. (	5-13-651	OPERATING EXPENSES -	WATER	145.71
	BRENNTAG MID-SOUTH, INC.	5-13-602	CHEMICALS AND SUPPLI	WATER	5,381.25

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	WILSON BOHANNAN PADLOCK COMP	5-13-601	MATERIALS AND SUPPLI	WATER	1,620.49
	PLOW TECHNOLOGIES	5-13-602	CHEMICALS AND SUPPLI	WATER	347.60
	EF FBO TEMPS PLUS, INC.	5-13-455	TEMP SERVICE WAGES	WATER	784.00
		5-13-455	TEMP SERVICE WAGES	WATER	425.04
		5-13-455	TEMP SERVICE WAGES	WATER	784.00
		5-13-455	TEMP SERVICE WAGES	WATER	784.00
		5-13-455	TEMP SERVICE WAGES	WATER	29.40
		5-13-455	TEMP SERVICE WAGES	WATER	784.00
		5-13-455	TEMP SERVICE WAGES	WATER	58.80
		5-13-455	TEMP SERVICE WAGES	WATER	784.00
			TOTAL:		24,925.34
SEWER DEPT	SCRUGGS EQUIPMENT CO	5-14-608	TOOLS	SEWER	398.75
	CAPITAL ONE	5-14-601	MATERIALS AND SUPPLI	SEWER	367.25
	MID SOUTH SALES	5-14-601	MATERIALS AND SUPPLI	WATER	1,263.80
	BIOSERV INC	5-14-601	MATERIALS AND SUPPLI	BIOSERV INC	1,000.00
	ELECTRICAL & INDUSTRIAL SUPP	5-14-683	PUMP AND TANK REPAIR	SEWER	1,077.44
		5-14-601	MATERIALS AND SUPPLI	SEWER	53.05
	LEGAL SHIELD	5-14-503	GROUP INSURANCE	SEWER	69.80
		5-14-503	GROUP INSURANCE	SEWER	69.80
	J.R. STEWART PUMP & EQUIPMEN	5-14-683	PUMP AND TANK REPAIR	SEWER	1,816.04
		5-14-601	MATERIALS AND SUPPLI	WATER	527.38
		5-14-601	MATERIALS AND SUPPLI	SEWER	531.22
		5-14-683	PUMP AND TANK REPAIR	SEWER	5,909.67
		5-14-683	PUMP AND TANK REPAIR	SEWER	1,816.04
	AMERICAN HERITAGE LIFE	5-14-503	GROUP INSURANCE	SEWER	29.84
		5-14-503	GROUP INSURANCE	SEWER	303.72
		5-14-503	GROUP INSURANCE	SEWER	29.84
	MUNICIPAL LEAGUE WORKERS COM	5-14-630	INSURANCE	SEWAGE DISPOSAL	3,074.62
	METLIFE GROUP BENEFITS	5-14-503	GROUP INSURANCE	SEWER	59.28
	DELTA DENTAL	5-14-503	GROUP INSURANCE	SEWER	193.13
	VOYA	5-14-504	PENSION EXPENSE	VOYA	298.74
		5-14-504	PENSION EXPENSE	VOYA	86.10
	DELTA VISION	5-14-503	GROUP INSURANCE	SEWER	42.16
	EFTPS	5-14-502	PAYROLL TAX	EFTPS	688.99
		5-14-502	PAYROLL TAX	EFTPS	161.14
		5-14-502	PAYROLL TAX	FICA W/H	673.11
		5-14-502	PAYROLL TAX	MEDICARE W/H	157.42
	TRI STATE INDUSTRIAL SUPPLY	5-14-601	MATERIALS AND SUPPLI	SEWER	48.07
	MISSISSIPPI COUNTY ELECTRIC	5-14-620	UTILITIES	SEWER	87.90
	BLACK HILLS ENERGY	5-14-620	UTILITIES	SEWER	40.80
		5-14-620	UTILITIES	SEWER	215.00
		5-14-620	UTILITIES	SEWER	33.71
	MUNICIPAL HEALTH BENEFIT FUN	5-14-503	GROUP INSURANCE	SEWER	1,612.50
	OST, LLC.	5-14-648	IMMUNIZATIONS & PHYS	WASTE WATER	32.00
	PARMAN ENERGY GROUP	5-14-651	OPERATING EXPENSES -	WATER	239.58
		5-14-651	OPERATING EXPENSES -	WATER	344.56
		5-14-651	OPERATING EXPENSES -	WATER	507.46
		5-14-651	OPERATING EXPENSES -	WATER	546.44
		5-14-651	OPERATING EXPENSES -	WATER	570.60
		5-14-651	OPERATING EXPENSES -	WATER	378.57
		5-14-651	OPERATING EXPENSES -	WATER	458.38
		5-14-651	OPERATING EXPENSES -	WATER	296.85
	EF FBO TEMPS PLUS, INC.	5-14-455	TEMP SERVICE WAGES	SEWER	952.00

FUND: OSCEOLA LIGHT & POWE

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-14-455	TEMP SERVICE WAGES	SEWER	366.52
		5-14-455	TEMP SERVICE WAGES	SEWER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	108.68
		5-14-455	TEMP SERVICE WAGES	SEWER	952.00
		5-14-455	TEMP SERVICE WAGES	SEWER	71.40
		5-14-455	TEMP SERVICE WAGES	SEWER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	54.60
		5-14-455	TEMP SERVICE WAGES	SEWER	728.00
		5-14-455	TEMP SERVICE WAGES	SEWER	54.60
				TOTAL:	32,310.55
ADMINISTRATION	CAPITAL ONE	5-15-601	MATERIALS AND SUPPLI	ADMIN	277.78
	BUGMOBILE OF AR INC	5-15-619	BUILDING EXPENSE	DRIVE THRU	148.50
		5-15-619	BUILDING EXPENSE	CITY HALL	52.80
	QUILL CORP	5-15-601	MATERIALS AND SUPPLI	CITY HALL	11.99
		5-15-601	MATERIALS AND SUPPLI	CITY HALL	38.99
		5-15-601	MATERIALS AND SUPPLI	WATER	38.99
		5-15-601	MATERIALS AND SUPPLI	QUILL CORP	79.17
		5-15-601	MATERIALS AND SUPPLI	QUILL CORP	41.79
		5-15-601	MATERIALS AND SUPPLI	QUILL CORP	87.98
	UNITED PARCEL SERVICE	5-15-606	POSTAGE	UPS	209.36
	ARKANSAS MUNICIPAL POWER ASS	5-15-860	CONSULTING SERVICES	ELEC	826.94
	THOMAS SPEIGHT & NOBLE	5-15-860	CONSULTING SERVICES	ADMIN	9,305.67
	LEGAL SHIELD	5-15-503	GROUP INSURANCE	ADMIN-OMLP	33.90
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	33.90
	U.S. POSTAL SERVICE	5-15-606	POSTAGE	U.S. POSTAL SERVICE	1,550.00
	AMERICAN HERITAGE LIFE	5-15-503	GROUP INSURANCE	ADMIN-OMLP	19.92
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	47.64
		5-15-503	GROUP INSURANCE	ADMIN-OMLP	19.92
	CITIZENS FIDELITY INS	5-15-503	GROUP INSURANCE	ADMIN	9.62
	METLIFE GROUP BENEFITS	5-15-503	GROUP INSURANCE	ADMIN-OMLP	93.51
	DELTA DENTAL	5-15-503	GROUP INSURANCE	ADMIN-OMLP	273.72
	VOYA	5-15-504	PENSION EXPENSE	VOYA	57.85
		5-15-504	PENSION EXPENSE	VOYA	168.75
		5-15-504	PENSION EXPENSE	VOYA	111.73
	ARKANSAS ONE-CALL SYSTEM INC	5-15-610	TELEPHONE	ARKANSAS ONE-CALL SYSTEM I	89.58
	SECURE ON SITE	5-15-601	MATERIALS AND SUPPLI	CITY HALL	75.00
	VERIZON WIRELESS	5-15-610	TELEPHONE	CITY	176.48
	DELTA VISION	5-15-503	GROUP INSURANCE	ADMIN-OMLP	59.44
	MEYER & WARD CPA	5-15-643	AUDIT FEES	AUDIT OF 12/31/22 FINANCIA	32,500.00
	EFTPS	5-15-502	PAYROLL TAX	EFTPS	985.75
		5-15-502	PAYROLL TAX	EFTPS	230.54
		5-15-502	PAYROLL TAX	FICA W/H	867.68
		5-15-502	PAYROLL TAX	FICA W/H	19.15
		5-15-502	PAYROLL TAX	MEDICARE W/H	202.93
		5-15-502	PAYROLL TAX	MEDICARE W/H	4.48
	MUNICIPAL HEALTH BENEFIT FUN	5-15-503	GROUP INSURANCE	ADMIN-OMLP	2,760.00
	CINTAS UNIFORM CORP 206	5-15-619	BUILDING EXPENSE	CITY HALL	874.18
	ARAMARK	5-15-515	SAFETY SUPPLIES	CITY HALL	17.84
		5-15-515	SAFETY SUPPLIES	CITY HALL	17.84
		5-15-515	SAFETY SUPPLIES	CITY HALL	17.84
		5-15-515	SAFETY SUPPLIES	CITY HALL	17.84

FUND: OSCEOLA LIGHT & POWE

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DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	AT&T	5-15-610	TELEPHONE	AT&T	470.12
	QUADIENT LEASING	5-15-606	POSTAGE	QUADIENT LEASING	1,144.20
	CARTER LAW FIRM, LLC	5-15-644	LEGAL EXPENSES	ADMIN	336.00
	CINTAS (MEDICAL)	5-15-515	SAFETY SUPPLIES	CITY HALL FIRST AID CABINE	395.01
				TOTAL:	54,802.32

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ACSC	214	GARNISHMENTS PAYABLE		206.89
		214	GARNISHMENTS PAYABLE		206.89
		214	GARNISHMENTS PAYABLE		210.00
		214	GARNISHMENTS PAYABLE		210.00
		214	GARNISHMENTS PAYABLE		232.00
		214	GARNISHMENTS PAYABLE		232.00
		214	GARNISHMENTS PAYABLE		210.00
		214	GARNISHMENTS PAYABLE		210.00
		214	GARNISHMENTS PAYABLE		434.00
		214	GARNISHMENTS PAYABLE		434.00
		214	GARNISHMENTS PAYABLE		120.00
		214	GARNISHMENTS PAYABLE		120.00
		214	GARNISHMENTS PAYABLE		53.08
		214	GARNISHMENTS PAYABLE		53.08
		214	GARNISHMENTS PAYABLE		216.00
		214	GARNISHMENTS PAYABLE		216.00
		214	GARNISHMENTS PAYABLE		150.00
		214	GARNISHMENTS PAYABLE		150.00
		214	GARNISHMENTS PAYABLE		222.00
		214	GARNISHMENTS PAYABLE		222.00
		214	GARNISHMENTS PAYABLE		100.00
		214	GARNISHMENTS PAYABLE		100.00
		214	GARNISHMENTS PAYABLE		392.68
		214	GARNISHMENTS PAYABLE		392.68
	OSCEOLA FIRE DEPT	222	FIREMEN'S FUND	FIREMAN FUND	389.11
		222	FIREMEN'S FUND	FIREMAN FUND	146.75
	DEPT OF FINANCE	204	ARKANSAS W/H PAYABLE	STATE W/H	89.33
		204	ARKANSAS W/H PAYABLE	STATE W/H	4,928.92
		204	ARKANSAS W/H PAYABLE	STATE W/H	256.01
		204	ARKANSAS W/H PAYABLE	STATE W/H	4,726.67
	CITY PAYROLL	116	BANCORP-CITY GEN PAY	M. WILLIAMS PY CAD. 12/01	2,094.53
		116	BANCORP-CITY GEN PAY	CITY PY CADENCE 12/14/23	14,656.72
		116	BANCORP-CITY GEN PAY	CITY PY REG DD 12/14/23	102,561.58
		116	BANCORP-CITY GEN PAY	ELECTED OF PY CADENCE 12/2	1,830.50
		116	BANCORP-CITY GEN PAY	ELECTED OFF PY REG DD 12/2	6,911.97
		115	BANCORP-CITY GENERAL	CITY RETIREE PY REGDD 12/2	2,027.82
		116	BANCORP-CITY GEN PAY	CITY PY CADENCE 12/28/2023	11,537.87
		116	BANCORP-CITY GEN PAY	CITY PY REG DD 12/28/2023	100,607.17
	COMMERCIAL COLLECTIONS	214	GARNISHMENTS PAYABLE	CASE# CIV 23-30	436.49
		214	GARNISHMENTS PAYABLE	CASE# CIV 23-111	436.83
	EFTPS	202	FEDERAL W/H PAYABLE	FEDERAL W/H	244.41
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	12,951.94
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	1,264.01
		202	FEDERAL W/H PAYABLE	FEDERAL W/H	12,294.56
		203	SOC SECURITY W/H PAY	FICA W/H	7,232.56
		203	SOC SECURITY W/H PAY	FICA W/H	691.11
		203	SOC SECURITY W/H PAY	FICA W/H	7,177.61
		203	SOC SECURITY W/H PAY	MEDICARE W/H	35.73
		203	SOC SECURITY W/H PAY	MEDICARE W/H	2,242.89
		203	SOC SECURITY W/H PAY	MEDICARE W/H	161.63
		203	SOC SECURITY W/H PAY	MEDICARE W/H	2,162.09
	TENNESSEE CHILD SUPPORT (STA	214	GARNISHMENTS PAYABLE		149.53
		214	GARNISHMENTS PAYABLE		149.53
				TOTAL:	305,489.17

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
ADMINISTRATION	CAPITAL ONE	5-01-550	EMPLOYEE RELATIONS	ADMIN	70.42
	HILL MANUFACTURING	5-01-601	MATERIALS AND SUPPLI	ADMIN- INV # 161254	210.81
	BUGMOBILE OF AR INC	5-01-750	ROSENWALD BLDG EXPEN	ROSENWALD# 6080	66.00
		5-01-751	SR. CITIZEN BLDG EXP	SENIOR CITIZEN# 13957	52.80
	QUILL CORP	5-01-601	MATERIALS AND SUPPLI	CITY HALL - ACCT# 3320309	37.39
		5-01-601	MATERIALS AND SUPPLI	CITY HALL - ACCT# 3320309	208.96
		5-01-601	MATERIALS AND SUPPLI	CITY HALL# 3320309	471.15
		5-01-601	MATERIALS AND SUPPLI	ADMIN- ACCT# 3320309	933.65
	MID SOUTH FLORIST	5-01-601	MATERIALS AND SUPPLI	ADMIN- INVOICE# 6260	195.80
	KENNEMORE HOME	5-01-601	MATERIALS AND SUPPLI	ADMIN- STMT # 3089	4.35
	SEMINOLE CONTRACTING CO	5-01-898	ABANDONED/CONDEMNED	SEMINOLE CONTRACTING CO	22,000.00
		5-01-753	COSTON BLDG EXP	COSTON BUILDING	175.00
	LOWE'S BUSINESS ACCOUNT	5-01-601	MATERIALS AND SUPPLI	C GEN	248.30
	SYSCO MEMPHIS, LLC	5-01-550	EMPLOYEE RELATIONS	OFFICERS CLUB# 022891	338.08
	AMERICAN HERITAGE LIFE	5-01-503	GROUP INSURANCE	RETIREE-CITY	218.88
		5-01-503	GROUP INSURANCE	FIRE PEN	75.68
		5-01-503	GROUP INSURANCE	RETIREE-CITY	44.16
		5-01-503	GROUP INSURANCE	RETIREE-CITY	218.88
		5-01-503	GROUP INSURANCE	FIRE PENSION	75.68
	OSCEOLA SCHOOL DISTRICT	4-01-316	PILOT-FED HOUSING AU	OHA PILOT PAYMENT 2023	16,718.08
	MUNICIPAL LEAGUE WORKERS COM	5-01-630	INSURANCE	CLERICAL	435.92
		5-01-630	INSURANCE	CITY ATTORNEY	16.15
	MICHAEL GODSEY	5-01-751	SR. CITIZEN BLDG EXP	ROSENWALD	161.70
	DRAINAGE DISTRICT	4-01-316	PILOT-FED HOUSING AU	DRAINAGE DISTRICT	947.20
	RITTER COMMUNICATIONS	5-01-601	MATERIALS AND SUPPLI	CITY ADMIN - ACCT# 0037284	150.02
		5-01-753	COSTON BLDG EXP	COSTON BLDG # 00272330-4	233.98
	METLIFE GROUP BENEFITS	5-01-503	GROUP INSURANCE	ELECTED-CITY	95.49
		5-01-503	GROUP INSURANCE	RETIREE-CITY	183.88
	PROTECTIVE LIFE AGENT FOR	5-01-503	GROUP INSURANCE	FIRE PEN	18.64
		5-01-503	GROUP INSURANCE	FIRE PEN	18.64
	DELTA DENTAL	5-01-503	GROUP INSURANCE	ELECTED-CITY	175.07
		5-01-503	GROUP INSURANCE	RETIREE-CITY	799.14
		5-01-503	GROUP INSURANCE	COBRA	43.42
	MISSISSIPPI COUNTY	4-01-316	PILOT-FED HOUSING AU	MISSISSIPPI COUNTY	1,941.76
		4-01-317	PILOT-PLUM POINT ENE	MISSISSIPPI COUNTY	166,048.00
	DELTA VISION	5-01-503	GROUP INSURANCE	ELECTED-CITY	35.16
		5-01-503	GROUP INSURANCE	RETIREE-CITY	186.14
		5-01-503	GROUP INSURANCE	COBRA	5.86
	SILENT SECURITY, INC.	5-01-619	BUILDING EXPENSE	MAYORS OFFICE # 63064	264.00
		5-01-619	BUILDING EXPENSE	OLD CITY HALL - INV# 63067	396.00
	EFTPS	5-01-502	PAYROLL TAX	FICA W/H	691.11
		5-01-502	PAYROLL TAX	MEDICARE W/H	38.43
		5-01-502	PAYROLL TAX	MEDICARE W/H	161.63
		5-01-502	PAYROLL TAX	MEDICARE W/H	38.43
	OSCEOLA PRINTING & OFFICE SU	5-01-601	MATERIALS AND SUPPLI	DECEMBER COUNCIL PACKET	307.34
	BLACK HILLS ENERGY	5-01-620	UTILITIES	CITY HALL# 23701026 74	261.75
		5-01-750	ROSENWALD BLDG EXPEN	ROSENWALD # 2368913635	427.45
	DELTA CREATIVE	5-01-607	PUBLISHING ORDINANCE	CITY ADMIN- INV # 0326	400.00
		5-01-607	PUBLISHING ORDINANCE	CITY ADMIN - INVOICE# 0328	400.00
	MUNICIPAL HEALTH BENEFIT FUN	5-01-503	GROUP INSURANCE	ELECTED-CITY	1,147.50
		5-01-503	GROUP INSURANCE	RETIREE-CITY	3,825.00
	BURNETT LAW FIRM	5-01-644	LEGAL EXPENSES	DECEMBER LEGAL SERVICES	1,675.00
	AT&T	5-01-620	UTILITIES	AT&T	1,999.75
	GARY'S PIZZA	5-01-861	INDUSTRIAL INCENTIVE	3RD INSTALLMENT 3RD YEAR	3,000.00

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	CARTER LAW FIRM, LLC	5-01-860	CONSULTING SERVICES	CITY	1,743.00
	XMC	5-01-601	MATERIALS AND SUPPLI	OSCEOLA# 019-1700146-001	2,742.23
	APEX CONSULTING GROUP	5-01-860	CONSULTING SERVICES	DECEMBER 2023 INVOICE	3,750.00
		5-01-860	CONSULTING SERVICES	JANUARY INVOICE	3,750.00
	AMERICAN EXPRESS	5-01-601	MATERIALS AND SUPPLI	AMERICAN EXPRESS	14,949.42
	HAYS FOOD TOWN #15	5-01-861	INDUSTRIAL INCENTIVE	OSCEOLA INCENTIVE AGREEMEN	6,250.00
	KELLEY COMMERCIAL PARTNERS A	5-01-860	CONSULTING SERVICES	KELLEY COMMERCIAL PARTNERS	5,800.00
		5-01-860	CONSULTING SERVICES	KELLEY COMMERCIAL PARTNERS	2,000.00
	JIMMY CARUTHERS DBA NDIB CON	5-01-898	ABANDONED/CONDEMNED	JIMMY CARUTHERS DBA NDIB C	7,500.00
		5-01-898	ABANDONED/CONDEMNED	JIMMY CARUTHERS DBA NDIB C	7,500.00
	ARKANSAS BUSINESS PUBLISHING	5-01-626	A & P EXPENSES	CITY GEN - INV# 2023-92477	4,500.00
				TOTAL:	289,378.28
POLICE DEPT	H & H BUSINESS MACHINES	5-02-640	DUES, MBRSHPS & SUBS	INVOICE# 146022 OPD	110.00
		5-02-640	DUES, MBRSHPS & SUBS	INVOICE# 146023 OPD	171.58
		5-02-640	DUES, MBRSHPS & SUBS	INVOICE# 146222	110.00
		5-02-640	DUES, MBRSHPS & SUBS	INVOICE# 146223	170.57
	CAPITAL ONE	5-02-601	MATERIALS AND SUPPLI	OPD	558.16
	AR CRIME INFO CENTER	5-02-640	DUES, MBRSHPS & SUBS	OPD	148.26
	OPD OFFICERS CLUB	5-02-651	OPERATING EXPENSES -	REIMB. FOR UNIT 42 REPAIRS	168.72
	PEGGY MEATTE, COUNTY TREASUR	4-02-335	FINES & FORFEITURES	PEGGY MEATTE, COUNTY TREAS	7,090.13
	LEGAL SHIELD	5-02-503	GROUP INSURANCE	OPD	317.30
		5-02-503	GROUP INSURANCE	OPD	317.30
	DEPT OF FINANCE & ADMIN	4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	13,298.08
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	85.00
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	1,658.28
		4-02-335	FINES & FORFEITURES	DEPT OF FINANCE & ADMIN	120.00
		4-02-335	FINES & FORFEITURES	OSCEOLA NOV 23 INSTALL FEE	4,974.82
	AMERICAN HERITAGE LIFE	5-02-503	GROUP INSURANCE	OPD	388.16
		5-02-503	GROUP INSURANCE	OPD	388.16
	MUNICIPAL LEAGUE WORKERS COM	5-02-630	INSURANCE	POLICE OFFICERS	17,121.71
	CITIZENS FIDELITY INS	5-02-503	GROUP INSURANCE	OPD	62.00
	ARKANSAS STATE TREASURY	4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	220.00
		4-02-335	FINES & FORFEITURES	ARKANSAS STATE TREASURY	85.00
	RITTER COMMUNICATIONS	5-02-620	UTILITIES	OPD# 00197967-3	348.00
	METLIFE GROUP BENEFITS	5-02-503	GROUP INSURANCE	OPD	336.36
	O'REILLY AUTO STORES INC	5-02-651	OPERATING EXPENSES -	OPD - CUST# 1386538	53.03
	DELTA DENTAL	5-02-503	GROUP INSURANCE	OPD	870.10
	VERIZON WIRELESS	5-02-610	TELEPHONE	OPD	2,407.93
	DELTA VISION	5-02-503	GROUP INSURANCE	OPD	185.56
	AT&T	5-02-620	UTILITIES	OPD - ACCT# 870 563 - 4165	1,110.16
	EFTPS	5-02-502	PAYROLL TAX	FICA W/H	3,189.74
		5-02-502	PAYROLL TAX	FICA W/H	3,164.46
		5-02-502	PAYROLL TAX	MEDICARE W/H	746.01
		5-02-502	PAYROLL TAX	MEDICARE W/H	740.09
	BLACK HILLS ENERGY	5-02-620	UTILITIES	OPD - ACCT# 0565 5557 91	175.35
	MUNICIPAL HEALTH BENEFIT FUN	5-02-503	GROUP INSURANCE	OPD	8,827.50
	COAST TO COAST SOLUTIONS	5-02-601	MATERIALS AND SUPPLI	OPD	2,283.80
	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
		5-02-648	IMMUNIZATIONS & PHYS	OPD	32.00
	ARAMARK	5-02-515	SAFETY SUPPLIES	OPD	89.20
	VERIZON NETWORK FLEET, INC. (	5-02-651	OPERATING EXPENSES -	OPD	372.37

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	PARMAN ENERGY GROUP	5-02-651	OPERATING EXPENSES -	OPD	670.83
		5-02-651	OPERATING EXPENSES -	OPD	964.76
		5-02-651	OPERATING EXPENSES -	OPD	1,420.88
		5-02-651	OPERATING EXPENSES -	OPD	1,530.03
		5-02-651	OPERATING EXPENSES -	OPD	1,597.67
		5-02-651	OPERATING EXPENSES -	OPD	1,059.99
		5-02-651	OPERATING EXPENSES -	OPD	1,283.45
		5-02-651	OPERATING EXPENSES -	OPD	831.17
	BOB'S AUTO CENTER, LLC	5-02-651	OPERATING EXPENSES -	INVOICE# 7021	84.41
		5-02-651	OPERATING EXPENSES -	INVOICE# 7022	89.91
		5-02-651	OPERATING EXPENSES -	INVOICE# 7076	67.91
		5-02-651	OPERATING EXPENSES -	INVOICE# 7077	294.29
		5-02-651	OPERATING EXPENSES -	INVOICE# 7075	203.50
		5-02-651	OPERATING EXPENSES -	INVOICE# 7143	78.91
	BRAD WILLIAMS - PSYCHOLOGICA	5-02-648	IMMUNIZATIONS & PHYS	OPD	120.00
	UNITED POLICE SUPPLY	5-02-580	UNIFORM EXPENSE	OPD - ACCT# 1055	475.25
	CINTAS (MEDICAL)	5-02-640	DUES, MBRSHPS & SUBS	OPD- INV# 5183681269	59.00
	ARKANSAS ASSOCIATION OF CHIE	5-02-640	DUES, MBRSHPS & SUBS	OPD- INVOICE# 8CEA97391A	150.00
	LANDERS CHRYSLER DODGE JEEP	5-02-700	EQUIPMENT PURCHASES	DEAL# 103146	51,407.00
		5-02-700	EQUIPMENT PURCHASES	DEAL# 103147	51,407.00
		5-02-700	EQUIPMENT PURCHASES	DEAL# 103148	51,407.00
			TOTAL:		237,793.85
FIRE DEPT	CAPITAL ONE	5-03-601	MATERIALS AND SUPPLI	FIRE	736.99
	BUGMOBILE OF AR INC	5-03-619	BUILDING EXPENSE	FIRE# 17417	82.50
	GALLS, LLC	5-03-580	UNIFORM EXPENSE	FIRE- INVOICE# 026417414	103.48
	LOWE'S BUSINESS ACCOUNT	5-03-601	MATERIALS AND SUPPLI	FIRE	496.02
		5-03-601	MATERIALS AND SUPPLI	FIRE	46.84
		5-03-601	MATERIALS AND SUPPLI	FIRE	83.16
		5-03-510	TRAVEL & TRAINING EX	FIRE	383.07
		5-03-601	MATERIALS AND SUPPLI	FIRE	166.52
		5-03-601	MATERIALS AND SUPPLI	FIRE	313.88
		5-03-601	MATERIALS AND SUPPLI	FIRE	29.00
	LEGAL SHIELD	5-03-503	GROUP INSURANCE	FIRE	266.10
		5-03-503	GROUP INSURANCE	FIRE	266.10
	AMERICAN HERITAGE LIFE	5-03-503	GROUP INSURANCE	FIRE	248.84
		5-03-503	GROUP INSURANCE	FIRE	248.84
	MUNICIPAL LEAGUE WORKERS COM	5-03-630	INSURANCE	FIREFIGHTERS	13,602.74
		5-03-630	INSURANCE	VOLUNTEER FIREFIGHTERS	228.84
	CITIZENS FIDELITY INS	5-03-503	GROUP INSURANCE	FIRE	37.59
	MICHAEL GODSEY	5-03-619	BUILDING EXPENSE	FIRE - REPAIR TO HEATER	162.47
	PARAGOULD CAP COMPANY	5-03-580	UNIFORM EXPENSE	FIRE DEPT	51.46
	RITTER COMMUNICATIONS	5-03-620	UTILITIES	FIRE- ACCT# 00010096-5	79.98
	METLIFE GROUP BENEFITS	5-03-503	GROUP INSURANCE	FIRE	177.78
	O'REILLY AUTO STORES INC	5-03-651	OPERATING EXPENSES -	INVOICE# 1183348704	83.58
		5-03-601	MATERIALS AND SUPPLI	INVOICE# 1183348764	72.57
	DELTA DENTAL	5-03-503	GROUP INSURANCE	FIRE	492.80
	DELTA VISION	5-03-503	GROUP INSURANCE	FIRE	86.44
	AT&T	5-03-610	TELEPHONE	FIRE- ACCT# 870 563 - 2222	847.60
	EFTPS	5-03-502	PAYROLL TAX	FICA W/H	73.86
		5-03-502	PAYROLL TAX	FICA W/H	64.14
		5-03-502	PAYROLL TAX	MEDICARE W/H	530.23
		5-03-502	PAYROLL TAX	MEDICARE W/H	460.01
	WEX FLEET UNIVERSAL	5-03-651	OPERATING EXPENSES -	FIRE - INVOICE# 93662786	98.99

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	BLACK HILLS ENERGY	5-03-620	UTILITIES	FIRE# 3058 0856 07	33.71
		5-03-620	UTILITIES	FIRE- ACCT# 3057 3803 32	355.21
	MUNICIPAL HEALTH BENEFIT FUN	5-03-503	GROUP INSURANCE	FIRE	3,907.50
	AT&T MOBILITY	5-03-686	EQUIPMENT RENTAL	FIRE- ACCT# 287309559847	250.44
	PARMAN ENERGY GROUP	5-03-651	OPERATING EXPENSES - FIRE		123.20
		5-03-651	OPERATING EXPENSES - FIRE		31.94
		5-03-651	OPERATING EXPENSES - FIRE		133.60
		5-03-651	OPERATING EXPENSES - FIRE		45.94
		5-03-651	OPERATING EXPENSES - FIRE		67.66
		5-03-651	OPERATING EXPENSES - FIRE		227.97
		5-03-651	OPERATING EXPENSES - FIRE		72.86
		5-03-651	OPERATING EXPENSES - FIRE		76.08
		5-03-651	OPERATING EXPENSES - FIRE		180.90
		5-03-651	OPERATING EXPENSES - FIRE		50.48
		5-03-651	OPERATING EXPENSES - FIRE		259.51
		5-03-651	OPERATING EXPENSES - FIRE		61.12
		5-03-651	OPERATING EXPENSES - FIRE		100.44
		5-03-651	OPERATING EXPENSES - FIRE		157.53
		5-03-651	OPERATING EXPENSES - FIRE		39.58
	SOUTHERN ARKANSAS UNIVERSITY	5-03-510	TRAVEL & TRAINING EX	FIRE - INVOICE# 5908	200.00
	HAYS FOOD TOWN #15-(CHARG.	5-03-601	MATERIALS AND SUPPLI	FIRE - ACCT# 5632022	14.97
		5-03-601	MATERIALS AND SUPPLI	FIRE - ACCT# 5632022	120.74
	LOOSE EQUIPEMENT	5-03-651	OPERATING EXPENSES - INV#	700-SIV0005908	499.57
		5-03-651	OPERATING EXPENSES - INV#	700-SIV0005907	112.07
	TASK FORCE TIPS	5-03-651	OPERATING EXPENSES - FIRE DEPT	- ACCT# Z32224	201.41
	KOLTON STOKES	5-03-510	TRAVEL & TRAINING EX	REIMBURSMNT FOR GAS TO AC	806.45
			TOTAL:		28,753.30
PARKS & RECREATION DEP	CAPITAL ONE	5-04-601	MATERIALS AND SUPPLI	OPAR	223.17
	FOUNTAIN PLUMBING	5-04-619	BUILDING EXPENSE	OPAR - INV# 23110906	262.26
	KENMORE HOME	5-04-601	MATERIALS AND SUPPLI	OPAR - STMT# 3229	271.77
	LOWE'S BUSINESS ACCOUNT	5-04-601	MATERIALS AND SUPPLI	OPAR	1,136.43
		5-04-601	MATERIALS AND SUPPLI	OPAR	185.79
		5-04-601	MATERIALS AND SUPPLI	OPAR	361.09
	SPORTS HALL	5-04-725	ATHLETIC EQUIPMENT	OPAR	304.98
		5-04-725	ATHLETIC EQUIPMENT	OPAR	444.21
		5-04-725	ATHLETIC EQUIPMENT	OPAR	419.90
		5-04-725	ATHLETIC EQUIPMENT	OPAR	560.03
		5-04-725	ATHLETIC EQUIPMENT	OPAR	170.17
		5-04-725	ATHLETIC EQUIPMENT	OPAR	265.13
		5-04-725	ATHLETIC EQUIPMENT	OPAR	283.91
	LEGAL SHIELD	5-04-503	GROUP INSURANCE	OPAR	78.75
		5-04-503	GROUP INSURANCE	OPAR	78.75
	CLAYTONS BODY SHOP	5-04-650	REPAIRS & MAINTENANC	OPAR	1,271.75
	LADD'S	5-04-895	CAPITAL LEASE PAYMEN	OPAR - INVOICE# 01-324309	450.95
	AMERICAN HERITAGE LIFE	5-04-503	GROUP INSURANCE	OPAR	181.00
		5-04-503	GROUP INSURANCE	OPAR	181.00
	MUNICIPAL LEAGUE WORKERS COM	5-04-630	INSURANCE	PARKS	4,243.40
	CITIZENS FIDELITY INS	5-04-503	GROUP INSURANCE	OPAR	104.08
	RITTER COMMUNICATIONS	5-04-620	UTILITIES	OPAR	276.22
		5-04-620	UTILITIES	OPAR - ACCT# 00210565-7	107.94
	METLIFE GROUP BENEFITS	5-04-503	GROUP INSURANCE	OPAR	113.40
	O'REILLY AUTO STORES INC	5-04-650	REPAIRS & MAINTENANC	TRANS# 1183346126	59.49
	DELTA DENTAL	5-04-503	GROUP INSURANCE	OPAR	293.24

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	GREATAMERICA LEASING CORP	5-04-895	CAPITAL LEASE PAYMEN	OPAR- INV# 35452208	158.24
	GREENWAY EQUIPMENT CO	5-04-650	REPAIRS & MAINTENANC	OPAR - ACCT# 100148945	553.88
	VERIZON WIRELESS	5-04-610	TELEPHONE	OPAR	84.44
	DELTA VISION	5-04-503	GROUP INSURANCE	OPAR	63.48
	SILENT SECURITY, INC.	5-04-619	BUILDING EXPENSE	OPAR- INV# 63065	396.00
		5-04-619	BUILDING EXPENSE	OPAR - INVOICE# 63066	396.00
	EFTPS	5-04-502	PAYROLL TAX	FICA W/H	821.07
		5-04-502	PAYROLL TAX	FICA W/H	802.69
		5-04-502	PAYROLL TAX	MEDICARE W/H	192.02
		5-04-502	PAYROLL TAX	MEDICARE W/H	187.72
	WEX FLEET UNIVERSAL	5-04-651	OPERATING EXPENSES -	OPAR ACCT# 0496-00-268613-	478.25
	MUNICIPAL HEALTH BENEFIT FUN	5-04-503	GROUP INSURANCE	OPAR	3,690.00
	OST, LLC.	5-04-648	IMMUNIZATIONS & PHYS	OPAR	32.00
	CINTAS UNIFORM CORP 206	5-04-619	BUILDING EXPENSE	OPAR - PAYER# 15946848	1,024.00
	ARAMARK	5-04-515	SAFETY SUPPLIES	OPAR	212.24
	SOUTHERN LAWN CARE	5-04-601	MATERIALS AND SUPPLI	OPAR	1,853.00
	WELLS FARGO FINANCIAL LEASIN	5-04-895	CAPITAL LEASE PAYMEN	OPAR - CONT# 603-0270015-0	1,113.20
	CINTAS (MEDICAL)	5-04-515	SAFETY SUPPLIES	OPAR - INV# 5183681285	77.58
			TOTAL:		24,464.62
MUNICIPAL COURT	H & H BUSINESS MACHINES	5-05-601	MATERIALS AND SUPPLI	INVOICE# 145897 COURT	357.50
		5-05-601	MATERIALS AND SUPPLI	INVOICE# 146187	43.96
	DEPT OF FINANCE & ADMIN	5-05-421	JUDGE'S SALARY	DEPT OF FINANCE & ADMIN	2,443.75
	METLIFE GROUP BENEFITS	5-05-503	GROUP INSURANCE	COURT	55.14
	DELTA DENTAL	5-05-503	GROUP INSURANCE	COURT	44.81
	DELTA VISION	5-05-503	GROUP INSURANCE	COURT	8.88
	EFTPS	5-05-502	PAYROLL TAX	FICA W/H	252.81
		5-05-502	PAYROLL TAX	FICA W/H	252.81
		5-05-502	PAYROLL TAX	MEDICARE W/H	59.13
		5-05-502	PAYROLL TAX	MEDICARE W/H	59.13
	MUNICIPAL HEALTH BENEFIT FUN	5-05-503	GROUP INSURANCE	COURT	382.50
	OSCEOLA DISTRICT COURT	5-05-899	MISCELLANEOUS	COURT AUTOMATION FUND	3,740.00
			TOTAL:		7,700.42
JAIL DEPARTMENT	H & H BUSINESS MACHINES	5-11-655	JAIL MAINTENANCE FUN	INVOICE# 145912 OPD	267.30
		5-11-655	JAIL MAINTENANCE FUN	INVOICE# 145959 OPD	551.09
	BUGMOBILE OF AR INC	5-11-655	JAIL MAINTENANCE FUN	OPD# 3470	46.75
	FOUNTAIN PLUMBING	5-11-655	JAIL MAINTENANCE FUN	OPD 2 INVOICES	1,020.94
	ERVIN ENTERPRISE	5-11-655	JAIL MAINTENANCE FUN	INVOICE# 4560	23.71
		5-11-655	JAIL MAINTENANCE FUN	INVOICE# 4128	23.71
	SYSCO MEMPHIS, LLC	5-11-655	JAIL MAINTENANCE FUN	INVOICE# 414325022	35.00-
		5-11-655	JAIL MAINTENANCE FUN	INVOICE# 414316378	431.27
		5-11-655	JAIL MAINTENANCE FUN	INVOICE# 414326138	162.98
		5-11-655	JAIL MAINTENANCE FUN	INVOICE# 414336458	587.38
		5-11-655	JAIL MAINTENANCE FUN	INVOICE# 414345458	335.06
		5-11-655	JAIL MAINTENANCE FUN	INVOICE# 414352887	444.84
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 414316377	1,881.98
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 414326136	1,750.36
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 414336457	1,981.49
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 414338080	54.55-
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 414345457	1,788.17
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 414346740	79.17-
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 414352885	1,971.31
	LEGAL SHIELD	5-11-503	GROUP INSURANCE	JAIL	98.75

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-11-503	GROUP INSURANCE	JAIL	98.75
	MUNICIPAL LEAGUE WORKERS COM	5-11-630	INSURANCE	HOSPITAL PROS. EMPS.	41.42
	METLIFE GROUP BENEFITS	5-11-503	GROUP INSURANCE	JAIL	75.33
	DELTA DENTAL	5-11-503	GROUP INSURANCE	JAIL	218.49
	SECURE ON SITE	5-11-601	MATERIALS AND SUPPLI	OPD	75.00
	DELTA VISION	5-11-503	GROUP INSURANCE	JAIL	55.76
	EFTPS	5-11-502	PAYROLL TAX	FICA W/H	1,005.15
		5-11-502	PAYROLL TAX	FICA W/H	950.62
		5-11-502	PAYROLL TAX	MEDICARE W/H	35.73
		5-11-502	PAYROLL TAX	MEDICARE W/H	235.07
		5-11-502	PAYROLL TAX	MEDICARE W/H	222.33
	MUNICIPAL HEALTH BENEFIT FUN	5-11-503	GROUP INSURANCE	JAIL	3,907.50
	ARKANSAS DEPT. OF HEALTH	5-11-601	MATERIALS AND SUPPLI	OPD	37.50
	HILAND DAIRY FOODS	5-11-601	MATERIALS AND SUPPLI	INVOICE# 5461574	133.40
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 5461676	133.40
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 5461785	89.90
		5-11-601	MATERIALS AND SUPPLI	INVOICE# 5461867	133.40
	BRAD WILLIAMS - PSYCHOLOGICA	5-11-648	IMMUNIZATIONS & PHYS	JOSEPH HUDSON	120.00
	EF FBO TEMPS PLUS, INC.	5-11-455	TEMP SERVICE WAGES	JAIL	778.40
		5-11-455	TEMP SERVICE WAGES	JAIL	540.02
		5-11-455	TEMP SERVICE WAGES	JAIL	165.13
		5-11-455	TEMP SERVICE WAGES	JAIL	487.18
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	598.60
		5-11-455	TEMP SERVICE WAGES	JAIL	478.80
		5-11-455	TEMP SERVICE WAGES	JAIL	778.40
		5-11-455	TEMP SERVICE WAGES	JAIL	629.92
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	663.55
		5-11-455	TEMP SERVICE WAGES	JAIL	498.75
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	598.60
		5-11-455	TEMP SERVICE WAGES	JAIL	778.40
		5-11-455	TEMP SERVICE WAGES	JAIL	883.29
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	709.94
		5-11-455	TEMP SERVICE WAGES	JAIL	578.55
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	598.60
		5-11-455	TEMP SERVICE WAGES	JAIL	778.40
		5-11-455	TEMP SERVICE WAGES	JAIL	21.02
		5-11-455	TEMP SERVICE WAGES	JAIL	545.43
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	628.53
		5-11-455	TEMP SERVICE WAGES	JAIL	478.80
		5-11-455	TEMP SERVICE WAGES	JAIL	778.40
		5-11-455	TEMP SERVICE WAGES	JAIL	644.52
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	598.60
		5-11-455	TEMP SERVICE WAGES	JAIL	478.80
		5-11-455	TEMP SERVICE WAGES	JAIL	798.00
		5-11-455	TEMP SERVICE WAGES	JAIL	646.49
			TOTAL:		42,516.24

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
CODE ENFORCEMENT	CAPITAL ONE	5-17-601	MATERIALS AND SUPPLI	CODE	11.11
	METLIFE GROUP BENEFITS	5-17-503	GROUP INSURANCE	CODE ENF.	18.81
	DELTA DENTAL	5-17-503	GROUP INSURANCE	CODE	66.52
	VERIZON WIRELESS	5-17-610	TELEPHONE	COD EENF	54.03
	DELTA VISION	5-17-503	GROUP INSURANCE	CODE	14.74
	RED RIVER CHRYSLER DODGE	5-17-700	EQUIPMENT PURCHASES	CODE ENF TRUCK	32,714.00
	MUNICIPAL HEALTH BENEFIT FUN	5-17-503	GROUP INSURANCE	CODE ENF	1,230.00
	VERIZON NETWORK FLEET, INC.(	5-17-651	OPERATING EXPENSES-	CODE ENF	16.19
	PARMAN ENERGY GROUP	5-17-651	OPERATING EXPENSES-	CODE	47.92
		5-17-651	OPERATING EXPENSES-	CODE	68.91
		5-17-651	OPERATING EXPENSES-	CODE	101.49
		5-17-651	OPERATING EXPENSES-	CODE	109.29
		5-17-651	OPERATING EXPENSES-	CODE	114.12
		5-17-651	OPERATING EXPENSES-	CODE	75.71
		5-17-651	OPERATING EXPENSES-	CODE	91.68
		5-17-651	OPERATING EXPENSES-	CODE	59.37
	IWORKQ	5-17-647	LICENSES	COD ENF	491.67
	SMITH AUTO SALES AND TOWING	5-17-650	REPAIRS & MAINTENANC	CODE ENF	88.00
			TOTAL:		35,373.56
GOLF COURSE FUND	CAPITAL ONE	5-18-601	MATERIALS AND SUPPLI	GOLF	354.30
	BUGMOBILE OF AR INC	5-18-619	BUILDING EXPENSE	GOLF# 15974	79.20
	KENNEMORE HOME	5-18-601	MATERIALS AND SUPPLI	GOLF - STMT # 3234	28.52
	MUNICIPAL LEAGUE WORKERS COM	5-18-630	INSURANCE	GOLF COURSES	658.45
	RITTER COMMUNICATIONS	5-18-620	UTILITIES	GOLF - ACCT# 00215058-3	217.73
	METLIFE GROUP BENEFITS	5-18-503	GROUP INSURANCE	GOLF	14.82
	DELTA DENTAL	5-18-503	GROUP INSURANCE	GOLF	21.71
	VERIZON WIRELESS	5-18-610	TELEPHONE	GOLF	42.22
	DELTA VISION	5-18-503	GROUP INSURANCE	GOLF	5.86
	TAYLOR MADE GOLF COMPANY	5-18-601	MATERIALS AND SUPPLI	GOLF- ACCT# 618281	112.50
	EFTPS	5-18-502	PAYROLL TAX	FICA W/H	210.30
		5-18-502	PAYROLL TAX	FICA W/H	210.30
		5-18-502	PAYROLL TAX	MEDICARE W/H	49.18
		5-18-502	PAYROLL TAX	MEDICARE W/H	49.18
	ACUSHNET COMPANY	5-18-601	MATERIALS AND SUPPLI	GOLF- INV# 916843342	130.79
	MUNICIPAL HEALTH BENEFIT FUN	5-18-503	GROUP INSURANCE	GOLF	382.50
	PARMAN ENERGY GROUP	5-18-651	OPERATING EXPENSES -	GOLF- INVOICE# 0180077-IN	1,069.32
		5-18-651	OPERATING EXPENSES -	GOLF- INV# 0180077	2,486.65
	WELLS FARGO FINANCIAL LEASIN	5-18-895	CAPITAL LEASE PAYMEN	GOLF - INV# 5027554991	1,716.49
		5-18-895	CAPITAL LEASE PAYMEN	GOLF	1,716.49
	EF FBO TEMPS PLUS, INC.	5-18-455	TEMP SERVICE WAGES	GOLF	728.00
		5-18-455	TEMP SERVICE WAGES	GOLF	748.00
		5-18-455	TEMP SERVICE WAGES	GOLF	504.00
		5-18-455	TEMP SERVICE WAGES	GOLF	528.00
		5-18-455	TEMP SERVICE WAGES	GOLF	728.00
		5-18-455	TEMP SERVICE WAGES	GOLF	504.00
		5-18-455	TEMP SERVICE WAGES	GOLF	728.00
		5-18-455	TEMP SERVICE WAGES	GOLF	728.00
		5-18-455	TEMP SERVICE WAGES	GOLF	728.00
	CINTAS (MEDICAL)	5-18-515	SAFETY SUPPLIES	GOLF- INV# 5183681294	55.00
			TOTAL:		15,535.51
ANIMAL CONTROL FUND	CAPITAL ONE	5-19-601	MATERIALS AND SUPPLI	ANIMAL SHELTER	1,553.41
	KENNEMORE HOME	5-19-601	MATERIALS AND SUPPLI	ANIMAL SHELTER - STMT # 32	448.55

FUND: CITY GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	AMERICAN HERITAGE LIFE	5-19-503	GROUP INSURANCE	SHELTER	53.60
	MUNICIPAL LEAGUE WORKERS COM	5-19-630	INSURANCE	ANIMAL CONTROL	381.87
	RITTER COMMUNICATIONS	5-19-620	UTILITIES	ANIMAL SHELTER# 00048407-1	133.85
	METLIFE GROUP BENEFITS	5-19-503	GROUP INSURANCE	SHELTER	8.73
	DELTA DENTAL	5-19-503	GROUP INSURANCE	SHELTER	21.71
	VERIZON WIRELESS	5-19-610	TELEPHONE	SHELTER	84.44
	DELTA VISION	5-19-503	GROUP INSURANCE	SHELTER	5.86
	SILENT SECURITY, INC.	5-19-619	BUILDING EXPENSE	ANIMAL SHELTER - INV# 6306	396.00
	EFTPS	5-19-502	PAYROLL TAX	FICA W/H	144.25
		5-19-502	PAYROLL TAX	FICA W/H	177.17
		5-19-502	PAYROLL TAX	MEDICARE W/H	33.74
		5-19-502	PAYROLL TAX	MEDICARE W/H	41.43
	WEX FLEET UNIVERSAL	5-19-651	OPERATING EXPENSES -	SHELTER# 0496-00-268621-0	224.77
	RED RIVER CHRYSLER DODGE	5-19-700	EQUIPMENT PURCHASES	ANIMAL SHELTER TRUCK	32,714.00
	MUNICIPAL HEALTH BENEFIT FUN	5-19-503	GROUP INSURANCE	SHELTER	382.50
	OST, LLC.	5-19-648	IMMUNIZATIONS & PHYS	ANIMAL CONTROL	32.00
	EF FBO TEMPS PLUS, INC.	5-19-455	TEMP SERVICE WAGES	SHELTER	655.20
		5-19-455	TEMP SERVICE WAGES	SHELTER	343.20
		5-19-455	TEMP SERVICE WAGES	SHELTER	618.80
		5-19-455	TEMP SERVICE WAGES	SHELTER	728.00
		5-19-455	TEMP SERVICE WAGES	SHELTER	54.60
		5-19-455	TEMP SERVICE WAGES	SHELTER	436.80
			TOTAL:		39,674.48

FUND: STREET FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	SANITATION FUND	115	BANCORP-STREET FUND(	SANITATION FUND	25,000.00
				TOTAL:	25,000.00
STREET DEPT	DELTA FOREMOST CHEMICAL CORP	5-06-651	OPERATING EXPENSES -	SANITATION- INV# 209033	362.09
	MISS CO COURTHOUSE	5-06-840	DUMPING-DISPOSAL	STREET	18,961.94
	CAPITAL ONE	5-06-601	MATERIALS AND SUPPLI	STREET	43.56
	KENNEMORE HOME	5-06-601	MATERIALS AND SUPPLI	STREET - STMT# 3225	61.58
	NEXAIR LLC	5-06-601	MATERIALS AND SUPPLI	STREET - CUST# 5343	279.53
	LEGAL SHIELD	5-06-503	GROUP INSURANCE	STREET	150.50
		5-06-503	GROUP INSURANCE	STREET	150.50
	AMERICAN HERITAGE LIFE	5-06-503	GROUP INSURANCE	STREET	95.68
		5-06-503	GROUP INSURANCE	STREET	95.68
	MUNICIPAL LEAGUE WORKERS COM	5-06-630	INSURANCE	STREET OR ROAD CONST.	8,446.08
	CITIZENS FIDELITY INS	5-06-503	GROUP INSURANCE	STREET	23.47
	RITTER COMMUNICATIONS	5-06-620	UTILITIES	STREET	140.04
	METLIFE GROUP BENEFITS	5-06-503	GROUP INSURANCE	STREET	118.41
	O'REILLY AUTO STORES INC	5-06-651	OPERATING EXPENSES -	TRANS# 11833445772	10.65
		5-06-651	OPERATING EXPENSES -	TRANS# 1183345808	50.78
		5-06-651	OPERATING EXPENSES -	TRANS# 1183346086	15.39
		5-06-651	OPERATING EXPENSES -	TRANS# 1183346089	15.39-
		5-06-601	MATERIALS AND SUPPLI	TRANS# 1183346604	7.88
	DELTA DENTAL	5-06-503	GROUP INSURANCE	STREET	225.82
	JESSIE ROBINSON	5-06-515	SAFETY SUPPLIES	JESSIE ROBINSON	25.00
	VERIZON WIRELESS	5-06-610	TELEPHONE	STREET	162.82
	DELTA VISION	5-06-503	GROUP INSURANCE	STREET	54.70
	SILENT SECURITY, INC.	5-06-619	BUILDING EXPENSE	PHILLIPS BLDG	397.80
	EFTPS	5-06-502	PAYROLL TAX	FICA W/H	858.35
		5-06-502	PAYROLL TAX	FICA W/H	883.19
		5-06-502	PAYROLL TAX	MEDICARE W/H	200.74
		5-06-502	PAYROLL TAX	MEDICARE W/H	206.55
	PRODUCTIVITY PLUS ACCOUNT	5-06-651	OPERATING EXPENSES -	INVOICE 40222 STREET	121.39
	CROWS TRUCK SERVICE, INC	5-06-651	OPERATING EXPENSES -	DOC# X101161103:01	79.98
	MUNICIPAL HEALTH BENEFIT FUN	5-06-503	GROUP INSURANCE	STREET	3,142.50
	CINTAS UNIFORM CORP 206	5-06-580	UNIFORM EXPENSE	STREET- PAYER# 15946508	1,072.04
	ARAMARK	5-06-515	SAFETY SUPPLIES	STREET & SAN# 860068288	142.72
	VERIZON NETWORK FLEET, INC.(	5-06-651	OPERATING EXPENSES -	STREET	161.90
	PARMAN ENERGY GROUP	5-06-651	OPERATING EXPENSES -	STREET	332.63
		5-06-651	OPERATING EXPENSES -	STREET	351.38
		5-06-651	OPERATING EXPENSES -	STREET	360.70
		5-06-651	OPERATING EXPENSES -	STREET	505.35
		5-06-651	OPERATING EXPENSES -	STREET	744.27
		5-06-651	OPERATING EXPENSES -	STREET	615.51
		5-06-651	OPERATING EXPENSES -	STREET	801.44
		5-06-651	OPERATING EXPENSES -	STREET	836.88
		5-06-651	OPERATING EXPENSES -	STREET	488.44
		5-06-651	OPERATING EXPENSES -	STREET	555.23
		5-06-651	OPERATING EXPENSES -	STREET	700.66
		5-06-651	OPERATING EXPENSES -	STREET	672.28
		5-06-651	OPERATING EXPENSES -	STREET	271.20
		5-06-651	OPERATING EXPENSES -	STREET	425.34
		5-06-651	OPERATING EXPENSES -	STREET	435.38
	BOOM COUNTRY TIRE	5-06-651	OPERATING EXPENSES -	INV# 9640003593	465.36
		5-06-651	OPERATING EXPENSES -	INV# 9640003662	31.79
	EF FBO TEMPS PLUS, INC.	5-06-455	TEMP SERVICES WAGES	STREET	756.00

FUND: STREET FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-06-455	TEMP SERVICES WAGES	STREET	28.35
		5-06-455	TEMP SERVICES WAGES	STREET	457.38
		5-06-455	TEMP SERVICES WAGES	STREET	394.68
		5-06-455	TEMP SERVICES WAGES	STREET	616.00
		5-06-455	TEMP SERVICES WAGES	STREET	23.10
		5-06-455	TEMP SERVICES WAGES	STREET	169.40
		5-06-455	TEMP SERVICES WAGES	STREET	756.00
		5-06-455	TEMP SERVICES WAGES	STREET	616.00
		5-06-455	TEMP SERVICES WAGES	STREET	756.00
		5-06-455	TEMP SERVICES WAGES	STREET	113.40
		5-06-455	TEMP SERVICES WAGES	STREET	616.00
		5-06-455	TEMP SERVICES WAGES	STREET	756.00
		5-06-455	TEMP SERVICES WAGES	STREET	369.60
		5-06-455	TEMP SERVICES WAGES	STREET	756.00
		5-06-455	TEMP SERVICES WAGES	STREET	436.80
	CINTAS (MEDICAL)	5-06-580	UNIFORM EXPENSE	STREET - INV# 5183681203	98.00
				TOTAL:	53,046.42

FUND: SANITATION FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	CADENCE EQUIPEMENT FINANCE	270	N/P BCS RESIDNTL GAR	CADENCE EQUIPEMENT FINANCE	4,346.63
		263	N/P BCS COMML GARBAG	CADENCE EQUIPEMENT FINANCE	3,762.49
		267	N/P BCS KNUCKLEBOOM	CADENCE EQUIPEMENT FINANCE	1,766.00
				TOTAL:	9,875.12
SANITATION	MISS CO COURTHOUSE	5-07-840	DUMPING-DISPOSAL	SANITATION	4,729.75
	CAPITAL ONE	5-07-601	MATERIALS AND SUPPLI	SANITATION	83.89
	LEGAL SHIELD	5-07-503	GROUP INSURANCE	SANITATION	79.70
		5-07-503	GROUP INSURANCE	SANITATION	79.70
	AMERICAN HERITAGE LIFE	5-07-503	GROUP INSURANCE	SANITATION	80.84
		5-07-503	GROUP INSURANCE	SANITATION	21.60
		5-07-503	GROUP INSURANCE	SANITATION	80.84
	MUNICIPAL LEAGUE WORKERS COM	5-07-630	INSURANCE	SANITATION	13,144.35
	RITTER COMMUNICATIONS	5-07-620	UTILITIES	SANITATION	140.04
	METLIFE GROUP BENEFITS	5-07-503	GROUP INSURANCE	SANITATION	80.73
	PROTECTIVE LIFE AGENT FOR	5-07-503	GROUP INSURANCE	SANITATION	10.00
		5-07-503	GROUP INSURANCE	SANITATION	10.00
	O'REILLY AUTO STORES INC	5-07-651	OPERATING EXPENSES -	TRANS# 1183345808	50.78
		5-07-601	MATERIALS AND SUPPLI	TRANS# 1183346134	15.39
	DELTA DENTAL	5-07-503	GROUP INSURANCE	SANITATION	184.10
	DELTA VISION	5-07-503	GROUP INSURANCE	SANITATION	44.70
	EFTPS	5-07-502	PAYROLL TAX	FICA W/H	677.03
		5-07-502	PAYROLL TAX	FICA W/H	672.23
		5-07-502	PAYROLL TAX	MEDICARE W/H	158.34
		5-07-502	PAYROLL TAX	MEDICARE W/H	157.22
	PRODUCTIVITY PLUS ACCOUNT	5-07-651	OPERATING EXPENSES -	INVOICE# 40210	429.42
		5-07-651	OPERATING EXPENSES -	INVOICE 40222 SANITATION	121.38
	CROWS TRUCK SERVICE, INC	5-07-651	OPERATING EXPENSES -	DOC# X101159628:01	365.17
		5-07-651	OPERATING EXPENSES -	DOC# X101160651:01	582.60
		5-07-651	OPERATING EXPENSES -	DOC# X101160730:01	221.88
		5-07-651	OPERATING EXPENSES -	DOC# X101161175:01	415.00
	MUNICIPAL HEALTH BENEFIT FUN	5-07-503	GROUP INSURANCE	SANITATION	2,760.00
	CINTAS UNIFORM CORP 206	5-07-580	UNIFORM EXPENSE	SANITATION	741.08
		5-07-580	UNIFORM EXPENSE	BREAK ROOM	525.15
	VERIZON NETWORK FLEET, INC.(	5-07-651	OPERATING EXPENSES -	SAN	64.76
	PARMAN ENERGY GROUP	5-07-651	OPERATING EXPENSES -	SANITATION	529.74
		5-07-651	OPERATING EXPENSES -	SANITATION	63.89
		5-07-651	OPERATING EXPENSES -	SANITATON	574.46
		5-07-651	OPERATING EXPENSES -	SANITATION	91.88
		5-07-651	OPERATING EXPENSES -	SANITATION	135.32
		5-07-651	OPERATING EXPENSES -	SANITATION	980.25
		5-07-651	OPERATING EXPENSES -	SANITATION	145.72
		5-07-651	OPERATING EXPENSES -	SANITIATION	152.16
		5-07-651	OPERATING EXPENSES -	SANITATION	777.89
		5-07-651	OPERATING EXPENSES -	SANITATION	100.95
		5-07-651	OPERATING EXPENSES -	SANITATION	1,115.88
		5-07-651	OPERATING EXPENSES -	SANITATION	122.23
		5-07-651	OPERATING EXPENSES -	SANITATION	431.90
		5-07-651	OPERATING EXPENSES -	SANITATION	677.40
		5-07-651	OPERATING EXPENSES -	SANITATION	79.16
	CADENCE EQUIPEMENT FINANCE	5-07-886	INTEREST EXPENSE	SANITATION - INV# 749182	2,064.08
		5-07-886	INTEREST EXPENSE	CADENCE EQUIPEMENT FINANCE	560.80
		5-07-886	INTEREST EXPENSE	CADENCE EQUIPEMENT FINANCE	405.67
	BOOM COUNTRY TIRE	5-07-651	OPERATING EXPENSES -	INV# 9640003429	124.25

FUND: SANITATION FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		5-07-651	OPERATING EXPENSES - INV# 9640003531		1,065.88
	EF FBO TEMPS PLUS, INC.	5-07-455	TEMP SERVICE WAGES	SANITATION	600.60
		5-07-455	TEMP SERVICE WAGES	SANITATION	394.68
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	23.10
		5-07-455	TEMP SERVICE WAGES	SANITATION	333.96
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	130.68
		5-07-455	TEMP SERVICE WAGES	SANITATION	582.40
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	728.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	109.20
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	92.40
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	92.40
		5-07-455	TEMP SERVICE WAGES	SANITATION	728.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	600.60
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	728.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	616.00
		5-07-455	TEMP SERVICE WAGES	SANITATION	728.00
			TOTAL:		47,727.20
PEST CONTROL FUND	VECTOR DISEASE CONTROL	5-20-602	CHEMICALS AND SUPPLI	INVOICE# PI-A00013726	7,875.50
				TOTAL:	7,875.50

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	1,692.00
				TOTAL:	2,040.14

===== FUND TOTALS =====

01	OSCEOLA LIGHT & POWER	1,758,749.17
02	CITY GENERAL FUND	1,026,679.43
03	STREET FUND	78,046.42
04	SANITATION FUND	65,477.82
07	FIREMEN'S PENSION FUND	2,040.14

GRAND TOTAL:		2,930,992.98

TOTAL PAGES: 20

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Osceola
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 12/01/2023 THRU 12/31/2023
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: 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

CITY OF OSCEOLA, ARKANSAS
AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022

MEYER & WARD, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
P.O. BOX 1045
WYNNE, AR 72396

CITY OF OSCEOLA
AUDITED FINANCIAL STATEMENTS
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DECEMBER 31, 2022

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MEYER & WARD, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
PO. BOX 1045
WYNNE, AR 72396

INDEPENDENT AUDITORS' REPORT

To the Honorable Joe Harris, Mayor
And the Members of the City Council
City of Osceola, Arkansas 72370

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Osceola, Arkansas (City), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Qualified Opinion

In our opinion, except for the effects of the matter described in the "Basis for Opinions" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the Governmental Activities of the City of Osceola, Arkansas, as of December 31, 2022, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund, and the aggregate remaining fund information of the City of Osceola, Arkansas, as of December 31, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Summary of Opinions

<u>Opinion Unit</u>	<u>Type of Opinion</u>
Governmental Activities	Qualified
Business-Type Activities	Unmodified
General Fund	Unmodified
Street Fund	Unmodified
Airport Fund	Unmodified
Electric, Water and Sewer Fund	Unmodified
Sanitation Fund	Unmodified
Riverport Authority Funds	Unmodified
Aggregate Remaining Fund Information	Unmodified

Basis for Qualified Opinion on Governmental Activities

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Management has not determined the cost of its defined benefit pension plan in accordance with accounting principles generally accepted in the United States of America, which require the cost of

employee pensions to be recognized when the accumulated benefit obligation exceeds the fair value of the plan assets. Quantification of the effects of that departure on the financial statements is not practicable.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit for the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on pages 37-38 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

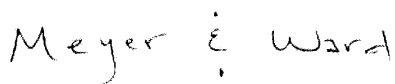
Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Osceola, Arkansas' basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 11, 2023, on our consideration of the City of Osceola, Arkansas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Osceola, Arkansas' internal control over financial reporting and compliance.



Meyer & Ward, P.A.
Certified Public Accountants
December 11, 2023

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF NET POSITION
DECEMBER 31, 2022

	Primary Government		
	Governmental Activities	Business Type Activities	Total
ASSETS			
Current Assets			
Cash and cash equivalents	\$ 3,679,134	\$ 3,348,267	\$ 7,027,401
Accounts receivable, net	368,323	3,527,148	3,895,471
Other receivables	-	-	-
Inventories	-	966,291	966,291
Prepaid items	83,051	20,695	103,746
Total Current Assets	<u>4,130,508</u>	<u>7,862,401</u>	<u>11,992,909</u>
Restricted Assets			
Cash and cash equivalents	153,427	1,602,124	1,755,551
Capital Assets			
Land	2,000	301,279	303,279
Utility plant in service	-	50,569,896	50,569,896
Waste-to-energy	-	1,444,544	1,444,544
Riverport authority	-	4,763,890	4,763,890
Improvements	5,217,669	-	5,217,669
Machinery and equipment	8,536,259	5,192,395	13,728,654
Buildings	9,215,133	-	9,215,133
Furniture and fixtures	-	662,365	662,365
Infrastructure - streets	8,978,786	-	8,978,786
Accumulated depreciation	(26,541,072)	(38,029,020)	(64,570,092)
Total Capital Assets, net	<u>5,408,775</u>	<u>24,905,349</u>	<u>30,314,124</u>
TOTAL ASSETS	<u><u>\$ 9,692,710</u></u>	<u><u>\$ 34,369,874</u></u>	<u><u>\$ 44,062,584</u></u>
LIABILITIES			
Current Liabilities			
Accounts payable	\$ 130,076	\$ 143,068	\$ 273,144
Customer deposits payable	-	323,656	323,656
Accrued expenses	89,825	1,193,724	1,283,549
Accrued interest payable	-	76,917	76,917
Due to other funds	92,730	-	92,730
Due to other agencies	46,488	-	46,488
Deferred insurance proceeds	3,341,801	216,031	3,557,832
Current portion - bonds payable	-	402,444	402,444
Current portion - finance leases	12,027	150,230	162,257
Total Current Liabilities	<u>3,712,947</u>	<u>2,506,070</u>	<u>6,219,017</u>
Noncurrent Liabilities			
Bonds payable	-	5,276,426	5,276,426
Finance lease payable	-	104,079	104,079
Compensated absences	295,157	37,532	332,689
Total Noncurrent Liabilities	<u>295,157</u>	<u>5,418,037</u>	<u>5,713,194</u>
TOTAL LIABILITIES	<u>4,008,104</u>	<u>7,924,107</u>	<u>11,932,211</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF NET POSITION
DECEMBER 31, 2022

	Primary Government		
	Governmental Activities	Business Type Activities	Total
NET POSITION			
Investment in capital assets, net	5,396,748	18,972,170	24,368,918
Restricted - airport grant	41,994	-	41,994
Restricted - fire department	111,433	-	111,433
Restricted - highways and streets	288,091	-	288,091
Restricted - debt service		1,602,124	1,602,124
Unrestricted	<u>(153,660)</u>	<u>5,871,473</u>	<u>5,717,813</u>
TOTAL NET POSITION	<u>5,684,606</u>	<u>26,445,767</u>	<u>32,130,373</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 9,692,710</u>	<u>\$ 34,369,874</u>	<u>\$ 44,062,584</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF ACTIVITIES
FOR YEAR ENDED DECEMBER 31, 2022

FUNCTION/PROGRAM	Program Revenues				Net [Expenses] Revenues and Changes in Net Position Primary Government		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
PRIMARY GOVERNMENT							
Governmental activities							
General government	\$ (1,122,777)	\$ 81,836	\$ 687,629	\$ -	\$ (353,312)	\$ -	\$ (353,312)
Law enforcement	(3,179,889)	346,395	111,555	-	(2,721,939)	-	(2,721,939)
Public safety	(1,365,497)	-	-	-	(1,365,497)	-	(1,365,497)
Recreation and culture	(1,206,210)	224,583	-	-	(981,627)	-	(981,627)
Public works	(909,874)	-	-	-	(909,874)	-	(909,874)
Municipal airport	(200,718)	7,000	-	86,800	(106,918)	-	(106,918)
Total Government							
Activities	(7,984,965)	659,814	799,184	86,800	(6,439,167)	-	(6,439,167)
Business type activities							
Electric, water & sewer department	(18,696,151)	18,523,901	-	-	-	(172,250)	(172,250)
Sanitation department	(1,156,956)	961,232	-	-	-	(195,724)	(195,724)
Riverport authority	(85,010)	23,039	-	458,813	-	396,842	396,842
Total Business-Type							
Activities	(19,938,117)	19,508,172	-	458,813	-	28,868	28,868
Total Primary Government	\$ (27,923,082)	\$ 20,167,986	\$ 799,184	\$ 545,613	\$ (6,439,167)	\$ 28,868	\$ (6,410,299)
General Revenues (Expenses)							
Intergovernmental					757,761	-	
Property taxes					1,615,729	-	
Franchise taxes					140,387	-	
Sales tax					3,444,875	-	
Miscellaneous income					75,513	-	
Investment earnings					1,276	17,925	
Interest expenses and other charges					(6,170)	(236,355)	
Insurance proceeds					193,703	91,196	
Transfers					(734,383)	734,383	
Total general revenues and transfers					5,488,691	607,149	
Change in net position					(950,476)	636,017	
Net position, beginning					6,635,082	25,809,750	
Net position, ending					\$ 5,684,606	\$ 26,445,767	

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
COMBINING BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022

	General Fund	Street Fund	Airport	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Current Assets					
Cash and cash equivalents	\$ 3,463,361	\$ 151,262	\$ 10,226	\$ 54,285	\$ 3,679,134
Due from other funds		175,741	-	-	175,741
Accounts receivable	368,323	-	-	-	368,323
Total Current Assets	<u>3,831,684</u>	<u>327,003</u>	<u>10,226</u>	<u>54,285</u>	<u>4,223,198</u>
Restricted Assets					
Restricted cash and equivalents	111,433	-	41,994	-	153,427
TOTAL ASSETS	<u>\$ 3,943,117</u>	<u>\$ 327,003</u>	<u>\$ 52,220</u>	<u>\$ 54,285</u>	<u>\$ 4,376,625</u>
LIABILITIES					
Accounts payable	\$ 111,543	\$ 18,533	\$ -	\$ -	\$ 130,076
Accrued expenditures	83,886	5,939	-	-	89,825
Deferred insurance proceeds	3,341,801	-	-	-	3,341,801
Due to other funds	268,471	-	-	-	268,471
Due to other agencies	-	-	-	46,488	46,488
TOTAL LIABILITIES	<u>3,805,701</u>	<u>24,472</u>	<u>-</u>	<u>46,488</u>	<u>3,876,661</u>
FUND BALANCES					
Assigned				7,797	7,797
Restricted	111,433	302,531	41,994	-	455,958
Unassigned	25,983	-	10,226	-	36,209
TOTAL FUND BALANCES	<u>137,416</u>	<u>302,531</u>	<u>52,220</u>	<u>7,797</u>	<u>499,964</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 3,943,117</u>	<u>\$ 327,003</u>	<u>\$ 52,220</u>	<u>\$ 54,285</u>	<u>\$ 4,376,625</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2022

Total fund balances - governmental funds	\$ 499,964
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	5,408,775
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	(307,184)
Prepaid items are not expended from current resources and, therefore, are not reported in the funds.	<u>83,051</u>
Net position of governmental activities	\$ <u><u>5,684,606</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2022

	General Fund	Street Fund	Airport Fund	Nonmajor Funds	Total Funds
REVENUES					
Intergovernmental	\$ 155,477	\$ 602,284	\$ -	\$ -	\$ 757,761
Property taxes	1,439,988	175,741	-	-	1,615,729
Franchise fees	140,387	-	-	-	140,387
Sales taxes	3,444,875	-	-	-	3,444,875
Fines, forfeitures, and costs	226,601	-	-	-	226,601
Interest	1,061	106	46	35	1,248
Local permits and fees	230,600	-	-	-	230,600
Golf course fees	53,349	-	-	-	53,349
Jail fees	118,105	-	-	-	118,105
Rental income	24,159	-	7,000	-	31,159
Grant income	799,184	-	86,800	-	885,984
Other revenues	71,481	1,120	2,911	-	75,512
TOTAL REVENUES	6,705,267	779,251	96,757	35	7,581,310
EXPENDITURES					
Current					
General government	1,046,758	-	-	-	1,046,758
Law enforcement	2,865,138	-	-	-	2,865,138
Highways and streets	-	823,303	-	-	823,303
Public safety	1,534,144	-	-	-	1,534,144
Recreation and culture	1,044,611	-	-	-	1,044,611
Airport	-	-	2,883	-	2,883
TOTAL CURRENT	6,490,651	823,303	2,883	-	7,316,837
Capital outlays	145,297	38,502	88,637	-	272,436
TOTAL EXPENDITURES	6,635,948	861,805	91,520	-	7,589,273
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	69,319	(82,554)	5,237	35	(7,963)
OTHER FINANCING SOURCES (USES)					
Capital leases	(33,077)	-	-	-	(33,077)
Insurance proceeds	193,702	-	-	-	193,702
Operating transfers in/(out)	(828,115)	96,994	(3,262)	-	(734,383)
TOTAL OTHER FINANCING SOURCES (USES)	(667,490)	96,994	(3,262)	-	(573,758)
Net changes in fund balance	(598,171)	14,440	1,975	35	(581,721)
Fund balance, beginning of year	735,587	288,091	50,245	7,762	1,081,685
Fund balance, end of year	\$ <u>137,416</u>	\$ <u>302,531</u>	\$ <u>52,220</u>	\$ <u>7,797</u>	\$ <u>499,964</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2022

Net change in fund balances - total governmental funds	\$ (581,721)
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Amounts reported for governmental activities in the statement of net position are different because:

Governmental Funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.	(582,378)
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The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal or long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. This amount is the net effect of these differences in the treatment of long-term debt and related items.	26,907
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	<u>186,716</u>
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Change in net position of governmental activities	\$ <u><u>(950,476)</u></u>
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CITY OF OSCEOLA, ARKANSAS
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
DECEMBER 31, 2022

	Business-type Activities-Enterprise Funds			
	Electric, Water and Sewer Fund	Sanitation Fund	Riverport Authority Funds	Total Enterprise Funds
ASSETS				
Current Assets				
Cash and cash equivalents	\$ 2,850,889	\$ 93,216	\$ 404,162	\$ 3,348,267
Accounts receivable, net	3,510,109	-	17,039	3,527,148
Inventories	966,291	-	-	966,291
Prepaid items	17,471	3,224	-	20,695
Total Current Assets	<u>7,344,760</u>	<u>96,440</u>	<u>421,201</u>	<u>7,862,401</u>
Restricted Assets				
Cash and cash equivalents	1,602,124	-	-	1,602,124
Capital Assets				
Land	203,971	47,258	50,050	301,279
Utility plant in service	50,569,896	-	-	50,569,896
Waste-to-energy		1,444,544	-	1,444,544
Riverport authority		-	4,763,890	4,763,890
Machinery and equipment	2,804,837	2,387,558	-	5,192,395
Furniture and fixtures	662,365	-	-	662,365
Accumulated depreciation	(33,314,925)	(2,718,174)	(1,995,921)	(38,029,020)
Total Capital Assets, net	<u>20,926,144</u>	<u>1,161,186</u>	<u>2,818,019</u>	<u>24,905,349</u>
TOTAL ASSETS	\$ <u>29,873,028</u>	\$ <u>1,257,626</u>	\$ <u>3,239,220</u>	\$ <u>34,369,874</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
DECEMBER 31, 2022

	Business-type Activities-Enterprise Funds			Total Enterprise Funds
	Electric, Water and Sewer Fund	Sanitation Fund	Riverport Authority Funds	
LIABILITIES				
Current Liabilities				
Accounts payable	\$ 111,408	\$ 31,660	\$ -	\$ 143,068
Customer deposits payable	323,656	-	-	323,656
Accrued expenses	1,185,918	7,806	-	1,193,724
Accrued interest payable	76,691	226	-	76,917
Deferred insurance proceeds	216,031	-	-	216,031
Current portion - bonds payable	402,444	-	-	402,444
Current portion - finance leases	-	150,230	-	150,230
Total Current Liabilities	<u>2,316,148</u>	<u>189,922</u>	<u>-</u>	<u>2,506,070</u>
Noncurrent Liabilities				
Bonds payable	5,276,426	-	-	5,276,426
Finance lease payable	-	104,079	-	104,079
Compensated absences	30,766	6,766	-	37,532
Total Noncurrent Liabilities	<u>5,307,192</u>	<u>110,845</u>	<u>-</u>	<u>5,418,037</u>
TOTAL LIABILITIES	7,623,340	300,767	-	7,924,107
NET POSITION				
Investment in capital assets, net	15,247,274	906,877	2,818,019	18,972,170
Restricted	1,602,124	-	-	1,602,124
Unrestricted	<u>5,400,290</u>	<u>49,982</u>	<u>421,201</u>	<u>5,871,473</u>
TOTAL NET POSITION	<u>22,249,688</u>	<u>956,859</u>	<u>3,239,220</u>	<u>26,445,767</u>
TOTAL LIABILITIES AND NET POSITION	\$ <u>29,873,028</u>	\$ <u>1,257,626</u>	\$ <u>3,239,220</u>	\$ <u>34,369,874</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2022

	Business-type Activities-Enterprise Funds			
	Electric, Water and Sewer Fund	Sanitation Fund	Riverport Authority Funds	Total Enterprise Funds
OPERATING REVENUES				
Electric meter sales	\$ 15,880,327	\$ -	\$ -	\$ 15,880,327
Water meter sales	1,596,862	-	-	1,596,862
Sewer collections	963,145	-	-	963,145
Reconnection fees	51,825	-	-	51,825
Miscellaneous income	31,742	3,352	-	35,094
Rental income	-	-	23,039	23,039
Pest control	-	111,889	-	111,889
Trash collections	-	845,991	-	845,991
TOTAL OPERATING REVENUES	18,523,901	961,232	23,039	19,508,172
OPERATING EXPENSES				
Salaries and benefits	2,151,977	467,377	-	2,619,354
Utilities	164,867	3,670	-	168,537
Administrative costs	459,850	32,287	373	492,510
Electric power purchased	13,477,171	-	-	13,477,171
Operating expenses	85,519	57,767	-	143,286
Supplies	265,211	119,117	-	384,328
Repairs	203,878	62,736	-	266,614
Depreciation	927,108	208,650	84,637	1,220,395
Bad debts	(39,430)	-	-	(39,430)
Industrial incentives	1,000,000	-	-	1,000,000
Dumping	-	220,222	-	220,222
Garbage bags	-	(14,870)	-	(14,870)
TOTAL OPERATING EXPENSES	18,696,151	1,156,956	85,010	19,938,117
OPERATING INCOME (LOSS)	(172,250)	(195,724)	(61,971)	(429,945)
NONOPERATING REVENUE (EXPENSES)				
Interest income	17,888	37	-	17,925
Interest expense	(189,742)	(12,431)	-	(202,173)
Capital contributions	-	-	458,813	458,813
Insurance proceeds	91,196	-	-	91,196
Bond costs and other	(34,182)	-	-	(34,182)
TOTAL NONOPERATING REVENUE (EXPENSES)	(114,840)	(12,394)	458,813	331,579
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	\$ (287,090)	\$ (208,118)	\$ 396,842	\$ (98,366)

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2022

	Business-type Activities-Enterprise Funds			Total Enterprise Funds
	Electric, Water and Sewer Fund	Sanitation Fund	Riverport Authority Funds	
OPERATING TRANSFERS				
Transfers in	\$ 539,301	\$ 195,082	\$ -	\$ 734,383
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET OPERATING TRANSFERS	<u>539,301</u>	<u>195,082</u>	<u>-</u>	<u>734,383</u>
CHANGE IN NET POSITION	252,211	(13,036)	396,842	636,017
Total net position - beginning	21,997,477	969,895	2,842,378	25,809,750
Restatement adjustment		-		-
Total net position - ending	<u>\$ 22,249,688</u>	<u>\$ 956,859</u>	<u>\$ 3,239,220</u>	<u>\$ 26,445,767</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2022

	Business-type Activities-Enterprise Funds			Total Enterprise Funds
	Electric, Water and Sewer Fund	Sanitation Fund	Riverport Authority Funds	
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers and users	\$ 18,408,252	\$ 963,132	\$ 32,538	\$ 19,403,922
Payments to suppliers	(15,371,278)	(498,045)	(374)	(15,869,697)
Payments to employees	(2,155,707)	(467,377)	-	(2,623,084)
Net cash provided by (used in) operating activities	881,267	(2,290)	32,164	911,141
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfer from other funds	539,301	195,082	-	734,383
Net cash provided by (used in) noncapital financing activities	539,301	195,082	-	734,383
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Purchase of capital assets	(1,087,359)	(2,165)	(169,538)	(1,259,062)
Proceeds from capital debt	1,050,000	-	-	1,050,000
Principal paid on capital debt	(353,059)	(148,639)	-	(501,698)
Interest paid on capital debt	(187,850)	(12,725)	-	(200,575)
Payment of related debt costs	(34,182)	-	-	(34,182)
Insurance proceeds	91,196	-	-	91,196
Capital contributions	-	-	458,813	458,813
Net cash provided by (used in) capital and related financing activities	(521,254)	(163,529)	289,275	(395,508)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest and dividends received	17,892	37	-	17,929
Net cash provided by investing activities	17,892	37	-	17,929
Net Increase (Decrease) in Cash and Cash Equivalents	917,206	29,300	321,439	1,267,945
Cash and Cash Equivalents, January 1	3,535,807	63,916	82,723	3,682,446
Restatement adjustment	-	-	-	-
Cash and Cash Equivalents, December 31	<u>\$ 4,453,013</u>	<u>\$ 93,216</u>	<u>\$ 404,162</u>	<u>\$ 4,950,391</u>
Presented on the Statement of Net Position - Proprietary Funds as follows:				
Current Assets	\$ 2,850,889	\$ 93,216	\$ 404,162	\$ 3,348,267
Cash and Cash Equivalents				
Restricted Assets				
Cash and Cash Equivalents	1,602,124	-	-	1,602,124
	<u>\$ 4,453,013</u>	<u>\$ 93,216</u>	<u>\$ 404,162</u>	<u>\$ 4,950,391</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2022

	Business-type Activities-Enterprise Funds			
	Electric, Water and Sewer Fund	Sanitation Fund	Riverport Authority Funds	Total Enterprise Funds
Reconciliation of operating income to net cash provided by (used in) operating activities				
Operating income (loss)	\$ (172,250)	\$ (195,724)	\$ (61,971)	\$ (429,945)
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:				
Depreciation expense	927,108	208,650	84,637	1,220,395
Decrease (increase) in accounts receivable	(330,876)	-	9,498	(321,378)
Decrease (increase) in inventories	(42,789)	-	-	(42,789)
Decrease (increase) in prepaid items	(3,215)	186	-	(3,029)
Increase (decrease) in accounts payable	(2,412)	(17,301)	-	(19,713)
Increase (decrease) in compensated absences	(3,730)	(1,238)	-	(4,968)
Increase (decrease) in customer deposits payable	(801)	-	-	(801)
Increase (decrease) in deferred insurance proceeds	216,030	-	-	216,030
Increase (decrease) in accrued expenses	294,202	3,137	-	297,339
Total adjustments	<u>1,053,517</u>	<u>193,434</u>	<u>94,135</u>	<u>1,341,086</u>
Net cash provided by (used in) operating activities	\$ <u>881,267</u>	\$ <u>(2,290)</u>	\$ <u>32,164</u>	\$ <u>911,141</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF FIDUCIARY NET POSITION
DECEMBER 31, 2022

	<u>Firemen's Pension and Relief</u>
ASSETS	
Cash	\$ 22,849
Due from other funds	92,730
Investments	2,622,870
TOTAL ASSETS	<u>\$ 2,738,449</u>
NET POSITION	
Reserved for retirement benefits	<u>\$ 2,738,449</u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2022

	Firemen's Pension and Relief
	<u> </u>
ADDITIONS	
Contributions from state	\$ 20,486
Local contributions	92,730
Earnings on investments	154,500
Net appreciation (depreciation) in fair value of investments	<u>(512,026)</u>
TOTAL ADDITIONS	(244,310)
DEDUCTIONS	
Benefit payments	299,553
Administrative	<u>27,983</u>
TOTAL DEDUCTIONS	<u>327,536</u>
CHANGE IN PLAN NET POSITION	(571,846)
Net position, beginning of year	3,310,295
Net position, end of year	\$ <u><u>2,738,449</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity: The City of Osceola, Arkansas (the "City") is a municipal corporation operating under the authority of Arkansas state statute. The accounting and reporting policies of the City conform to accounting principles generally accepted in the United States of America (GAAP), for state and local governments as defined by, the Government Accounting Standards Board (GASB). A description of the more significant accounting and financial reporting policies and practices of the City follows.

The City of Osceola, Arkansas was incorporated in 1875 and operates under an elected Mayor/Council form of government. The City provides the following services: public safety (police and fire), planning and zoning, street maintenance, sanitation, pest control, animal shelter, municipal airport, public golf course, health, parks, recreation, electric, water and sewer, riverport authority and general administrative services. In addition, the City exercises sufficient control over other governmental agencies and authorities that are included as part of the City's reporting entity. The funds and entities related to the City of Osceola, Arkansas included in this report are controlled by or dependent on the City's governing body.

Estimates: The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses/expenditures during the reporting period. Actual results differ from these estimates.

Related Organization: The City's Mayor and City Council are also responsible for appointing members of the boards of other organizations, but the City's accountability for these organizations does not extend beyond making the appointments. The Mayor and Council Members appoint the members of the Osceola Housing Authority; however, the city cannot impose its will upon the Housing Authority as stated in GASB 14; therefore, the financial operations of these related organizations have not been included in the City's general purpose financial statements.

Complete financial statements for the Housing Authority may be obtained directly from its administrative office: Osceola Housing Authority; 501 Coston; Osceola, Arkansas 72370.

Measurement Focus, Basis of Accounting and Financial Statement Presentation: The accounts of the City are organized on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

Government-Wide Financial Statements – Government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. As a result, they report all of the assets (including general infrastructure assets), deferred outflows of resources, liabilities, deferred inflows of resources, revenues, expenses (rather than expenditures), and gains and losses of the entire government. They do not report fund information but rather focus on two types of activities carried out by governments – governmental activities and business-type activities. Each statement distinguishes between the governmental and business-type activities of the primary government. Fiduciary activities (such as pension trusts) are excluded from the statements because their resources are not available to support the government's own programs.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONT'D)

Government-wide financial statements include the following:

Statement of Net Position - The statement of net position is designed to display the financial position of the Primary Government (governmental and business-type activities). The City reports capital assets in the government-wide statement of net position and reports depreciation expense in the statement of activities.

Net position comprises the various net earnings from operating income, non-operating revenues and expenses, and capital contributions. Net position is classified in the following three components:

Investment in capital assets, net – This component of net position consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of investment of capital assets, net. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted – This component of net position consists of constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. When an expense is incurred for purposes for which there are both restricted and unrestricted net assets available, it is the Authority's policy to apply those expenses to restricted net assets to the extent such are available and then to unrestricted net position.

Unrestricted – This component of net position consists of net assets that do not meet the definition of "restricted" or "investment in capital assets, net."

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first and unrestricted resources as needed.

Statement of Activities - The statement of activities reports expenses and revenues in a format that focuses on the cost of each of the City's functions. The expense of individual functions is compared to the revenue generated directly by the function. Program revenues include 1) charges to customers or applicants who use or directly benefit from goods, services, or privileges provided by a given function or program and 2) grants and contributions for operational or capital requirements of a particular function or program. Taxes and other items not identifiable with a program are reported as general revenues. Accordingly, the City has recorded capital assets and certain other long-term assets and liabilities in the statement of net position and has reported all revenues and the cost of providing services under the accrual basis of accounting in the statement of activities.

Governmental Fund Financial Statements - The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. The City considers all revenues susceptible to accrual and recognizes revenue if the accrual criteria are met. Specifically, sales taxes, franchise taxes, property taxes, licenses, interest, special assessments, charges for services, and other miscellaneous revenue are all considered to be susceptible to accrual and have been recognized as revenue in the current fiscal period. Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met and are recorded at the time of receipt or earlier, if the susceptible to accrual criteria are met.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONT'D)

The City reports the following major governmental funds:

The General Fund is the principal fund of the City. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating expenditures, the fixed charges and the capital improvement cost that are not paid through other funds.

The Street Fund is reported as a special revenue fund to account for all activities associated with maintaining and constructing streets and drainage improvements. Arkansas statutes that provide funding for street and drainage projects require that these activities be accounted for separately.

The Airport Fund is used to account for rents received from hangers. These hangers are rented to various crop dusters, corporate planes, and commercial pilots.

In the fund financial statements, governmental funds report fund balances based on the extent to which the City is bound to observe constraints on the use of the governmental funds' resources. Fund balances are classified in the following manner:

- 1) **Nonspendable** – includes amounts that are either 1) not in spendable form, or 2) legally or contractually required to be maintained intact. Inventories and prepaid items are classified as non-spendable fund balances.
- 2) **Restricted** – includes amounts which are constrained for specific purposes that are 1) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or 2) imposed by law through enabling legislation.
- 3) **Committed** – includes amounts that can be used for specific purposes with constraints imposed by formal action of the highest level of decision-making authority. The authorization specifying the purpose for which committed funds can be used should have the consent of both the legislative and executive branches of government. As Executive Officer, the Mayor supervises the administrative process of the City and works with the City Council. The City Council enacts ordinances and resolutions that may impose, modify, or rescind fund balance commitments. (The City does not have any committed balances.)
- 4) **Assigned** – includes amounts that are intended to be used for specific purposes but are neither restricted nor committed. The authority for assignment of funds is not required to be the government's highest level of decision-making authority. Furthermore, the constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on committed fund balances. The City Council may authorize executive officers to assign fund balances for specific purposes through Council files, ordinances, and resolutions.
- 5) **Unassigned** – includes amounts that are not assigned to other funds and do not meet the criteria for being classified as restricted, committed, or assigned. Fund balances that can be utilized for economic stabilization, emergencies and contingencies that do not qualify as restricted or committed are reported as unassigned.

Proprietary Fund Financial Statements - Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administration expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONT'D)

The City reports the following major proprietary funds:

The Electric, Water and Sewer Fund is used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing electric, water and sewer services to the citizens of the City. This fund also accounts for the activities of maintaining sanitary sewer and storm drain systems within the City.

The Sanitation Fund is an enterprise fund which accounts for the activities of providing solid waste collection and disposal and pest control.

The Riverport Authority Fund is an enterprise fund. The City leases rights to the river port to an independent grain company. The lessee is responsible for the day-to-day operations and general upkeep of the property.

Additionally, the City reports the following fund types:

Fiduciary Fund Financial Statements – Fiduciary fund financial statements are used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments and/or other funds. These include Pension Trust Funds and Agency Funds. Pension Trust Funds are accounted for in essentially the same manner as Proprietary Funds since capital maintenance is critical. Agency Funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. Such funds have no equity accounts since all assets are due to individuals or entities at some future time. The city has one pension trust fund: The Firemen's Pension and Relief Fund.

As a general rule, the effect of inter fund activity has been eliminated from the government-wide financial statements. Exception to this general rule is changes among the City's sanitation, sewer, water, electric functions, and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Receivables and Payables: Activity among funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e., the current portion of inter fund loans) or "advances to/from other funds" (i.e., the noncurrent portion of inter fund loans). All other outstanding balances among funds are reported as "due to/from other funds." Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

The City's property tax is levied by May 31 of each year based on property value assessments established no later than the third Monday in January by Mississippi County. Taxes are due on the establishment of the tax rolls on March 1 and become delinquent if not collected by October 16 of each year succeeding the year in which the levy was made. A tax lien is attached and becomes enforceable on October 11 of each year. Mississippi County is the collection agent for the levy and remits the collections to the City, net of a collection fee.

The amount of property taxes the City can levy is subject to a statutory limitation by the state of Arkansas. The tax levy cannot be increased except by amendment to the state constitution.

Inventories and Prepaid items: Expenditures relating to inventory usage are recognized at the time of use. Inventories are recorded in the proprietary fund types at cost or first-in-first-out method of valuation. All obsolete or unusable items are excluded from inventory valuations. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in government-wide and fund financial statements.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONT'D)

Restricted Assets: The proprietary fund types restrict assets on the statement of net position in accordance with requirements of bond obligation agreements, donor and membership restrictions, and support obligations made by the City. Assets are also restricted to finance capital asset renewals and replacements. Certain proceeds of the City's bonds, as well as certain resources set aside for their repayment are classified as restricted assets on the statement of net position because they are maintained in separate bank accounts and their use is limited by applicable bond covenant. The assets consist primarily of cash and short-term investment funds.

Governmental fund types restrict assets on the statement of net position in accordance with state law and various grant agreements.

Capital Assets: Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities column in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of more than \$1,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Infrastructures are long-lived assets that are stationary in nature such as streets, bridges, street lighting and sidewalks. The City's recorded infrastructure is included in the statement of net position.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the lives of assets are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets being constructed.

Property, plant, and equipment of the City are depreciated using the straight-line method over the following, estimated useful lives:

Assets	Primary Government Years
Buildings	40
Buildings improvements	20
Public domain infrastructures	50
System infrastructures	33
Vehicles	5-10
Office equipment	5-10
Computer equipment	3

Compensated Absences: The City allows non-uniformed employees to be compensated for unused vacation days up to 80 hours at year end. Uniformed employees are compensated for unused vacation days only if approved by the Mayor. Upon retirement both uniformed and non-uniformed employees are paid for unused vacation days. Generally, non-uniformed City employees are allowed to accumulate unused sick days up to 480 hours and police officers and firefighters are allowed to accumulate unused sick days up to 480 hours. Upon retirement, police officers and fire fighters shall be paid for any unused sick leave to a maximum of 480 hours. In the government-wide and proprietary fund statements vested or accumulated vacation and sick leave are recorded as expenses and liabilities as the benefits accrue to employees.

In the governmental fund financial statements, government funds recognize a liability for compensated absences only when the underlying event (i.e., retirement) takes place and remains unpaid at the balance sheet date.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONT'D)

Long-term Obligations: In the government-wide financial statements and proprietary fund financial statements, long-term debts and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the lives of the bonds using the effective-interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the governmental fund financial statements, governmental fund types recognize bond premiums, discounts, and issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt-service expenditures.

Statements of Cash Flows: For purpose of the statement of cash flows, the proprietary funds consider all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents, which are classified as cash and restricted cash in the accompanying statement of net assets.

NOTE B - RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of certain differences between the Government Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Government-Wide Statement of Activities: The governmental fund statement of revenues, expenditures and changes in fund balances includes a reconciliation between net changes in fund balances - total government funds and changes in net position of governmental activities as reported in the government - wide statement of activities. One element of the reconciliation explains, "Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds." The details of this \$26,907 difference are as follows:

Payment of debt principal and interest	<u>\$ 26,907</u>
Net adjustment to reduce net changes in fund balances - total government funds to arrive at changes in net assets of government activities	<u><u>\$ 26,907</u></u>

Another element of that reconciliation explains, "Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense." The details of this \$582,378 difference are as follows:

Capital outlays	\$ 856,980
Depreciation expense	<u>(274,602)</u>
Net adjustment to increase net changes in fund balances - total governmental funds to arrive at changes in net assets of governmental activities	<u><u>\$ 582,378</u></u>

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE B - RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS – (CONT'D)

Another element of that reconciliation states, "Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds." The details of this \$186,715 difference are as follows:

Compensated absences	\$ 177,178
Prepaid expense	9,511
Accrued interest	<u>27</u>
Net adjustment to decrease net changes in fund balance - total governmental funds to arrive at changes in net assets of governmental activities	<u><u>\$ 186,716</u></u>

NOTE C - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information: Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all City operating funds. Governmental operating funds include the general Fund and street Fund. Budgets are also adopted for all business-type funds. Enterprise funds include Electric, Water and Sewer and Sanitation Fund. On January 16, 2022, the City Council approved the appropriations for the 2022 budget presented by the finance director as required by Arkansas statutes. The annual budget is used as a revenue and expenditure control feature in the City's management and accountability systems.

The budget process begins with an informal work session held between the mayor and finance director to obtain direction for the next year's budget. The finance director meets with department heads to discuss the budget process and provide direction for budget development. Department heads explain their requests for changes in the level of services currently provided and prioritize new projects they want to include. Department heads submit their budget requests, and the finance department produces a working document. Work sessions are held with each department head to discuss and adjust budget submissions. The city council then discusses the budget at a public council meeting and any discussion is held before the budget is adopted.

The appropriated budget is prepared by fund, function and department. The legal level of control is the fund level. The budget is presented at the major-category level. Department heads may make transfers of appropriations in a major category. The finance director may approve transfers between major categories in the same fund. The City Council must approve any changes beyond the fund level.

NOTE D – LEGAL OR CONTRACTUAL PROVISIONS FOR DEPOSITS AND INVESTMENTS

State law generally requires that municipal funds be deposited in federally insured banks located in the State of Arkansas. The municipal deposits may be in the form of checking accounts, savings accounts, and time deposits. Public funds may be invested in eligible investment securities having a maturity of no longer than 5 years from the date of acquisition unless, as documented at the time of acquisition, the investment is to fund or support a specific purpose and there are no expectations that the investment will be sold before maturity; an Arkansas bank certificate of deposit; an account established by a local government joint investment trust; or an Arkansas financial institution repurchase agreement for eligible investment securities in which the seller agrees to repurchase the investment at a price including interest earned during the holding period as determine by the repurchase agreement.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE D – LEGAL OR CONTRACTUAL PROVISIONS FOR DEPOSITS AND INVESTMENTS – (CONT'D)

State law generally requires that pension trust funds be deposited in banks. Pension funds may be invested in interest-bearing bonds of the United States, of the State of Arkansas, or of the city in which the board is located, in a local government joint investment trust, in the Arkansas Local Police and Fire Retirement System, or in savings and loan associations duly established and authorized to do business in the state. State law provides that if the total assets of the pension trust exceed \$100,000, the board may employ an investment advisor to invest the assets, subject to terms, conditions, limitations, and restriction imposed by law upon the Arkansas Local Police and Fire Retirement System.

The City's deposits are categorized to give an indication of the level of risk assumed by the city. The categories are described as follows:

Category 1 – Insured or collateralized by the City or by its agent in the City's name.

Category 2 – Collateralized with securities held by the pledging financial institution's trust department or by its agent in the City's name.

Category 3 – Uncollateralized.

At December 31, 2022, cash deposits categorized by level of risks are as follows:

	Category 1	Category 2	Category 3
Deposits per Bank			
\$ 8,805,801	<u>\$ 1,435,344</u>	<u>\$ 5,198,882</u>	<u>\$ 2,171,575</u>

NOTE E – INVESTMENTS

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset as described below:

Level 1 – Quoted prices (unadjusted) for identical assets in active markets.

Level 2 – Other than quoted prices that are observable for an asset.

Level 3 – Unobservable inputs for an asset.

The City's Firemen's Pension and Relief Fund had the following investments at level 1 fair value measurements as of December 31, 2022.

Corporate bonds	\$ 1,436,994
Equities	1,131,652
Money Market	54,224
	<u>\$ 2,622,870</u>

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE F – RESTRICTED ASSETS – CASH AND CASH EQUIVALENTS

Restricted assets as of December 31, 2022, consisted of the following:

General - Fire Department	\$ 111,433
Airport - Grant Funds	41,994
Electric, Water and Sewer - Bond proceeds	1,446,712
Electric, Water and Sewer - Debt Service	155,412
	<u>\$ 1,755,551</u>

NOTE G – ACCOUNTS RECEIVABLE

Accounts receivable as of December 31, 2022, for the City's individual, major funds and non-major, internal service and fiduciary funds, taken together, including applicable allowances for uncollectible accounts were as follows:

Description	Electric. Water, and Sewer Fund	Riverport Authority Fund	General Fund	Airport Fund	Total
Accounts	\$ 3,510,109	\$ -	\$ -	\$ -	\$ 3,510,109
Property taxes	-	-	15,913	-	15,913
Sales taxes	-	-	326,393	-	326,393
Reimbursements	-	-	26,017	-	26,017
Rental income	-	17,039	-	-	17,039
Total	<u>\$ 3,510,109</u>	<u>\$ 17,039</u>	<u>\$ 368,323</u>	<u>\$ -</u>	<u>\$ 3,895,471</u>

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE H – CAPITAL ASSETS

Capital assets activity for the year ended December 31, 2022, was as follows:

<u>Primary Government</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Governmental Activities				
Capital assets not being depreciated:				
Land	\$ 2,000	\$ -	\$ -	\$ 2,000
Capital assets being depreciated:				
Infrastructure - streets	8,978,786	-	-	8,978,786
Buildings	9,176,631	38,502	-	9,215,133
Improvements	4,986,794	230,875	-	5,217,669
Machinery and equipment	8,531,034	5,225	-	8,536,259
Total capital assets being depreciated	31,673,245	274,602	-	31,947,847
Less accumulated depreciation for:				
Infrastructure - streets	8,655,919	35,687	-	8,691,606
Buildings	6,940,530	176,846	-	7,117,376
Improvements	2,435,253	299,513	-	2,734,766
Machinery and equipment	7,652,390	344,934	-	7,997,324
Total accumulated depreciation	25,684,092	856,980	-	26,541,072
Net Capital Assets Being Depreciated	5,989,153	(582,378)	-	5,406,775
Net Governmental Capital Assets	<u>\$ 5,991,153</u>	<u>\$ (582,378)</u>	<u>\$ -</u>	<u>\$ 5,408,775</u>

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE H – CAPITAL ASSETS – CONT'D

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balances</u>
<u>Business-Type Activities</u>				
Capital assets not being depreciated				
Land and right-of-way	\$ 301,279	\$ -	\$ -	\$ 301,279
Capital assets being depreciated				
Utility plant in service	49,482,527	1,087,359	-	50,569,886
Riverport authority	4,594,352	169,538	-	4,763,890
Waste-to-energy conversion facility	1,444,544	-	-	1,444,544
Furniture and fixtures	662,365	-	-	662,365
Machinery and equipment	5,190,230	2,165	-	5,192,395
Total capital assets being depreciated	61,374,018	1,259,062	-	62,633,080
Less accumulated depreciation for				
Utility plant in service	29,402,698	803,397	-	30,206,095
Riverport authority	1,911,285	84,637	-	1,995,922
Waste-to-energy conversion facility	717,294	36,115	-	753,409
Furniture and fixtures	656,615	3,357	-	659,972
Machinery and equipment	4,120,733	292,889	-	4,413,622
Total accumulated depreciation	36,808,625	1,220,395	-	38,029,020
Net Capital Assets Being Depreciated	24,565,393	38,667	-	24,604,060
Net Business-Type Capital Assets	<u>\$ 24,866,672</u>	<u>\$ 38,667</u>	<u>\$ -</u>	<u>\$ 24,905,339</u>

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE H – CAPITAL ASSETS – (CONT'D)

Depreciation expense was charged to functions/programs of the City as follows:

<u>Government Activities</u>	
General government	\$ 82,857
Law enforcement	139,214
Highways and streets	93,057
Public safety	183,571
Recreation and culture	160,465
Airport	197,816
Total Depreciation Expense - Governmental Activities	<u>\$ 856,980</u>
 <u>Business-Type Activities</u>	
Electric, water & sewer	\$ 927,108
Sanitation	208,650
Riverport authority	84,637
Total Depreciation Expense - Business-Type Activities	<u>\$ 1,220,395</u>

NOTE I – LONG-TERM DEBT

Changes in long-term debt for the year ended December 31, 2022, were as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirement</u>	<u>Ending Balance</u>	<u>Due in One Year</u>
<u>Governmental Type Activities</u>					
Finance leases	\$ 38,934	\$ -	\$ 26,907	\$ 12,027	\$ 12,027
Total Governmental Activity Long-term Liabilities	<u>\$ 38,934</u>	<u>\$ -</u>	<u>\$ 26,907</u>	<u>\$ 12,027</u>	<u>\$ 12,027</u>
 <u>Business Type Activities</u>					
Revenue Bond Series	\$ 4,927,415	\$ 1,050,000	\$ 298,545	\$ 5,678,870	\$ 402,444
Finance leases	459,057	-	204,748	254,309	150,230
Total Business Activity Long-term Liabilities	<u>\$ 5,386,472</u>	<u>\$ 1,050,000</u>	<u>\$ 503,293</u>	<u>\$ 5,933,179</u>	<u>\$ 552,674</u>

Finance Leases - Primary Government: At December 31, 2022, the City had lease agreements for financing capital equipment. Governmental type leases are for a lawn mower.

These lease agreements qualify as a finance leases for accounting purposes and, therefore, are recorded at the present value of future minimum lease payments as of the inception dates.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE I – LONG-TERM DEBT – (CONT'D)

As of December 31, 2022, the future minimum lease obligations and the net present value of these minimum lease payments were as follows:

	Governmental Activities	Business-Type Activities
Year ended December 31,		
2023	12,249	154,868
2024	-	105,262
Total minimum lease payments	12,249	260,130
Less interest	(222)	(5,821)
Present value of minimum lease payments	<u>\$ 12,027</u>	<u>\$ 254,309</u>

As of December 31, 2022, bonds payable consisted of the following:

2007 Revenue Bond issue - ANRC, 4.75%, \$2,755,250; principal and interest payments of \$87,291 semiannually beginning June 1, 2008; matures June 1, 2037	\$ 1,575,281
2017 Revenue Bond issue - ANRC, 3.90%, \$3,605,000; principal and interest payments of \$262,919 annually beginning June 1, 2019; matures June 1, 2037	3,086,329
2022 Revenue Bond issue - FNBEA, 5.75%, \$1,050,000; principal and interest payments of \$15,362 monthly beginning October 23/2022; matures August 23, 2029.	1,017,260
	<u>5,678,870</u>
Less: current portion of bonds payable	(402,444)
Bonds payable, net	<u><u>\$ 5,276,426</u></u>

Revenue bonds debt service requirements to maturity are as follows:

	Principal	Interest	Total
2023	\$ 402,444	\$ 219,420	\$ 621,864
2024	420,582	201,282	621,864
2025	438,329	183,535	621,864
2026	456,748	165,117	621,865
2027	476,012	145,852	621,864
Thereafter	3,484,755	664,593	4,149,348
Total	<u>\$ 5,678,870</u>	<u>\$ 1,579,799</u>	<u>\$ 7,258,669</u>

Interest expense for bonds payable totaled \$202,173 in 2022.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE I – LONG-TERM DEBT – (CONT'D)

Total Business-Type Activity Long-term Liabilities: The long-term liabilities other than bonds (finance leases) will be retired with current financial resources (operating revenues) annually. The finance leases will be paid from the General Fund or Sanitation Fund (i.e., the fund that uses the asset acquired). The electric, water and sewer's improvement district improvements will be paid from the Electric, Water and Sewer Fund. Compensated absences will be liquidated by the fund that pays the employees. These funds include the General Fund, Street Fund, and Electric, Water and Sewer Fund and Sanitation Fund.

NOTE J – FUND BALANCE

Fund balance classifications at December 31, 2022, are composed of the following:

	General Fund	Street Fund	Airport Fund	Nonmajor Funds	Total
Restricted					
Public safety	\$ 111,433	\$ -	\$ -	\$ -	\$ 111,433
Highways and streets	-	302,531	-	-	302,531
Grants	-	-	41,994	-	41,994
Total restricted	<u>111,433</u>	<u>302,531</u>	<u>41,994</u>	<u>-</u>	<u>455,958</u>
Assigned					
Recreation and culture	-	-	-	7,797	7,797
Unassigned					
General government	<u>25,983</u>	<u>-</u>	<u>10,226</u>	<u>-</u>	<u>36,209</u>
Total Fund Balances	<u><u>\$ 137,416</u></u>	<u><u>\$ 302,531</u></u>	<u><u>\$ 52,220</u></u>	<u><u>\$ 7,797</u></u>	<u><u>\$ 499,964</u></u>

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE K – TRANSFERS BETWEEN FUNDS

Operating transfers recorded in the statement of revenues, expenditures, and changes in fund balances - governmental funds are as follows:

	General Fund	Street Fund	Airport Fund	Nonmajor Funds	Total
Operating transfers in	\$ -	\$ 96,994	\$ -	\$ -	\$ 96,994
Operating transfers out	\$ 828,115	\$ -	\$ 3,262	\$ -	\$ 831,377

Operating transfers recorded in the statement of revenues, expenses and changes in fund net position proprietary funds as follows:

	Electric, Water and Sewer Fund	Sanitation Fund	Riverport Authority	Total
Operating transfers in	\$ 539,301	\$ 195,082	\$ -	\$ 734,383
Operating transfers out	\$ -	\$ -	\$ -	\$ -

Reconciliation of operating transfers governmental funds and business-type funds:

	Governmental- Type Funds	Enterprise Funds	Total
Operating transfers in	\$ 96,994	\$ 734,383	\$ 831,377
Operating transfers out	831,377	-	831,377
Difference			<u>\$ -</u>

NOTE L – PENSION PLANS

Osceola Police and Fire (LOPFI): The following brief description of the Arkansas Local Police and Fire Retirement System ("LOPFI") is provided for general information purposes only.

LOPFI is a cost-sharing, multi-employer, defined benefit plan which covers all State employees who are not covered by another authorized plan. The plan consists of police officers and firefighters of political subdivisions of the State of Arkansas hired by the respective local government unit after January 1, 1983. The plan was established by the authority of the Arkansas General Assembly with the passage of Act 364 of 1981. LOPFI also maintains an agent multiple employer defined benefit pension plan for Political subdivisions that had a local pension and relief fund (local plan) for its firefighters and police officers prior to the establishment of LOPFI. LOPFI policy is established by a seven member Board of Trustees (Board): two trustees who are active members of the system, one police officer and one firefighter, nominated by their respected employee groups, and appointed by the Governor; two employer representatives from governing bodies of participating political subdivisions and appointed by the Governor from a list submitted by the Arkansas Municipal League; two retired members, one police officer and one firefighter, appointed by the Governor from a list provided by the Joint Committee on Public Retirement and Social Security Programs; and one citizen who is neither an employee nor employer of the system appointed by the Governor from a list submitted by the Joint Committee on Public Retirement and Social Security Programs. An Executive Director is appointed by the Board and administers the System in a manner consistent with law and Board policy.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE L – PENSION PLANS (CONT'D)

Benefits Provided: Benefit provisions are set forth in the Arkansas Code. LOPFI provides retirement, disability, and death benefits. There are two (2) benefit programs offered by LOPFI for the firefighters and police officers.

Benefit Program 1: Pension benefits to a member with five or more years (10 or more years for members hired after July 1, 2013) of credited service in force who has attained his or her normal retirement age consist of an annuity equal to the following:

- a. For each year of paid service resulting from employment in a position not also covered by social security, 2.94% of his or her final average pay (2.7% for those with retirement date prior to July 1, 2009); plus
- b. For each year of paid service resulting from employment in a position also covered by social security, 1.94% of his or her final average pay (1.7% for those with retirement date prior to July 1, 2009). In addition, if such member is retiring and if such member's age at retirement is younger than social security's minimum age for an unreduced retirement benefit, then such member receives a temporary annuity equal to 1% of his or her final average pay for each such year of paid service. Such temporary annuity terminates at the end of the calendar month in which the earliest of the following events occur: such member's death; or his or her attainment of such social security minimum age for unreduced benefits.
- c. In no event will the total of a. plus b. exceed, at time of retirement, 100% of such final average pay; plus
- d. Effective July 1, 2014, for each year of volunteer service, \$6.37 per month, to a maximum of \$254.80 monthly.
- e. Before the date that the first payment of his or her annuity becomes due, but not thereafter, a member may elect in writing to receive his or her annuity as a life annuity or he or she may elect to have his or her life annuity reduced but not any temporary annuity which may be payable, and nominate a beneficiary in accordance with the provisions of one of four options. If a member does not elect an option, his or her annuity shall be paid to him as a life annuity.

Benefit Program 2: For each year of paid service rendered on or after the election date of Benefit 2 and resulting from employment in a position not also covered by social security, 3.28% of his or her final average pay, plus for each year of paid service rendered on or after the election date of Benefit Program 2 and resulting from employment in a position also covered by social security, 2.94% of his or her final average pay.

Members are eligible for disability benefits with 5 years of service (or 10 years of actual service if hired on or after July 1, 2013) and terminates employment because of becoming totally and permanently disabled from non-duty related causes. If the disability is determined to be duty related, a benefit would be 65% of the member's final average pay. Prior to that date, the benefit was computed as if the member had completed 25 years of service.

Contributions: The employer contribution rate is adjusted every year to reflect changes in the composition of the employee group and other factors which affect cost. Contributions are determined on an actuarial basis in order to ensure that the individual system employers can honor their benefit commitments to covered employees. An individual entry age actuarial cost method of valuation is used in determining normal cost.

The employee contribution rate depends on the type of service being rendered and whether or not the service is also covered by social security. The different employee contribution rates are as follows:

- a. Paid service not covered by social security: 8.5% of gross pay beginning July 1, 2009; 6% prior to that date.
- b. Paid service also covered by social security: 2.5% of gross pay beginning July 1, 2009; no employee contributions prior to that date.
- c. Paid service-benefit program 2: 8.5% of gross pay beginning July 1, 2009; 6% prior to that date.
- d. Volunteer service: no employee contribution

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE L – PENSION PLANS (CONT'D)

The City's contributions for the year ended December 31, 2022, was \$296,111.

Osceola Fire (Old Plan): Osceola Firefighters Pension Fund is a single employer plan.

Benefits Provided: Members are eligible to retire at any age with 20 years of service while receiving 63% of the employee's final salary, but not less than \$4,200.

For members whose service exceeds 20 years, the annual benefit is increased by \$240 for each year over twenty, up to \$1,200 per year extra.

For members who have 25 years or more of service, the member receives an extra 1.25% (for each year over 25) of final salary, payable once the retiree reaches age 60. The benefit cannot exceed 100% of the final salary.

Members are eligible for disability benefits with permanent physical or mental disability not acquired while performing work in gainful employment outside the fire department.

- For Full Paid Non-duty disability, the employee will be paid a retirement benefit but not less than \$4,200 per year.
- For Full Paid Duty-related disability, the employee will receive a retirement benefit of no less than 65% of final salary of \$4,200 per year.

Contributions: The employer contributes a matching contribution dollar for dollar equal to the employee contribution. The employee contributes 6% of the salary. Volunteers contribute \$12 per year. The contributions are refundable if the member terminates employment before they are eligible to retire.

The City's contributions for the year ended December 31, 2022, was \$113,216.

NOTE M - OTHER INFORMATION

Risk Management: During the course of daily operations, the City is exposed to various risks of loss relating to theft of, damage to and destruction of assets, errors and omissions, injuries to employees and natural disasters. The City manages these risks by the following coverage procedures:

The City participates in the Arkansas Municipal League insurance program (Program) for coverage in the following areas:

Municipal League Defense Program: This insurance program provides coverage for legal defense, expenses, and damages in suits against City officials and employees and civil-rights suits against the municipal government. The Program is a participant in a funded trust with pooled risk involving approximately five hundred cities in Arkansas. The coverage of each case is at the sole discretion of the Program's administrator. The maximum coverage of any one loss cannot exceed 25% of the Programs' fund reserve; therefore, the City could be at risk if any suit against the City exceeds 25% of the Program's reserve. For the year ended December 31, 2022, and for the prior three fiscal years, there were no settlements that exceeded insurance coverage.

Municipal Property Program: This insurance program provides coverage for insurable property and equipment exclusive of motor vehicles that belong to the participating municipality and for which coverage has been applied and approved. The limit of the Program's liability is 1) actual cash value, or 2) the cost to repair or replace the property of like kind and quality, or 3) the applicable limit of liability stated on the enumeration schedule, or 4) 25% of the Program's available funds at the time of settlement. For the year ended December 31, 2022, and for the prior three fiscal years, there were no claims that exceeded insurance coverage.

CITY OF OSCEOLA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE M - OTHER INFORMATION (CONT'D)

Municipal Vehicle Program: This insurance program provides coverage in the event that the City legally must pay for damages due to bodily injury, death or property damage involving a covered City vehicle and for which the City is liable under Act 165 of 1969. Coverage under this insurance program meets the current, statutory liability limits, and the City's risk of loss is effectively transferred.

Arkansas Fidelity Bond Trust Fund: Coverage is provided for losses incurred by the municipality as a result of fraudulent or dishonest acts committed by municipal employees or officials. Municipal public official or municipal public employee means any elected officer of the municipalities and the employees or deputies of any elected officer, specifically including salaried municipal employees of municipally owned utilities, members of the city council including the mayor and the members of the various municipal boards and commissions, but excluding officials and employees of municipal hospitals, nursing homes and improvement districts.

Workers' Compensation: This insurance program provides compensation to employees in the event of injury suffered while conducting City business. The Program covers all statutory requirements, and the City's risk of loss is effectively transferred.

Contingent Liabilities: Amounts received or receivable from grant agencies are subject to audit and adjustments by grantor agencies, mainly the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time. The City expects any disallowed claims, if any, to be immaterial.

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's attorney, the resolution of these matters will not have a material, adverse effect on the financial condition of the City.

Post-Employment Benefits: Post-employment benefits for City employees are limited to health insurance continuation coverage under federal law (COBRA) with all costs associated with the benefits borne by the electing participant.

NOTE N – SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 11, 2023, the date of this report.

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2022

	Budgeted Amounts	Actual Amounts	Variance Favorable (Unfavorable)
REVENUES			
Intergovernmental	\$ 120,000	\$ 155,477	\$ 35,477
Property taxes	1,342,018	1,439,988	97,970
Franchise fees	130,000	140,387	10,387
Sales taxes	2,150,000	3,444,875	1,294,875
Fines, forfeitures, and costs	302,000	226,601	(75,399)
Interest	500	1,061	561
Local permits and fees	127,850	230,600	102,750
Golf course fees	55,465	53,349	(2,116)
Jail fees	100,000	118,105	18,105
Rental income	31,000	24,159	(6,841)
Grant income	400,000	799,184	399,184
Other revenues	-	71,481	71,481
TOTAL REVENUES	4,758,833	6,705,267	1,946,434
EXPENDITURES			
Current			
General government	908,200	1,046,758	(138,558)
Law enforcement	2,773,437	2,865,138	(91,701)
Public safety	1,412,900	1,534,144	(121,244)
Recreation and culture	1,017,570	1,044,611	(27,041)
TOTAL CURRENT	6,112,107	6,490,651	(378,544)
Capital outlays	279,000	145,297	133,703
TOTAL EXPENDITURES	6,391,107	6,635,948	(244,841)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,632,274)	69,319	1,701,593
OTHER FINANCING SOURCES (USES)			
Capital leases	(52,500)	(33,077)	19,423
Insurance proceeds	-	193,702	193,702
Operating transfers in	-	(828,115)	(828,115)
TOTAL OTHER FINANCING SOURCES (USES)	(52,500)	(667,490)	(614,990)
EXCESS OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	\$ (1,684,774)	(598,171)	\$ 1,086,603
Fund balance, beginning of year		735,587	
Fund balance, end of year		<u>\$ 137,416</u>	

CITY OF OSCEOLA, ARKANSAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STREET FUND
FOR THE YEAR ENDED DECEMBER 31, 2022

	Budgeted Amounts	Actual Amounts	Variance Favorable (Unfavorable)
REVENUES			
Intergovernmental	\$ 550,000	\$ 602,284	\$ 52,284
Property taxes	-	175,741	175,741
Interest	40	106	66
Other revenues	-	1,120	1,120
TOTAL REVENUES	<u>550,040</u>	<u>779,251</u>	<u>229,211</u>
EXPENDITURES			
Current			
Highways and streets	1,106,550	823,303	283,247
TOTAL CURRENT	<u>1,106,550</u>	<u>823,303</u>	<u>283,247</u>
Capital outlays	56,000	38,502	17,498
TOTAL EXPENDITURES	<u>1,162,550</u>	<u>861,805</u>	<u>300,745</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(612,510)	(82,554)	529,956
OTHER FINANCING SOURCES(USES)			
Capital leases	(45,000)	-	45,000
Operating transfers in	<u>-</u>	<u>96,994</u>	<u>96,994</u>
TOTAL OTHER FINANCING SOURCES(USES)	<u>(45,000)</u>	<u>96,994</u>	<u>141,994</u>
EXCESS OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	\$ <u>(657,510)</u>	14,440	\$ <u>671,950</u>
Fund balance, beginning of year		288,091	
Fund balance, end of year		\$ <u><u>302,531</u></u>	

CITY OF OSCEOLA, ARKANSAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2022

	Bicentennial Fund	Bonds and Fines Fund	Total Nonmajor Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 7,797	\$ 46,488	\$ 54,285
Total Assets	<u>\$ 7,797</u>	<u>\$ 46,488</u>	<u>\$ 54,285</u>
LIABILITIES			
Due to other agencies	\$ -	\$ 46,488	\$ 46,488
Total Liabilities	<u>-</u>	<u>46,488</u>	<u>46,488</u>
FUND BALANCES			
Assigned	7,797	-	7,797
Total Fund Balances	<u>7,797</u>	<u>-</u>	<u>7,797</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 7,797</u>	<u>\$ 46,488</u>	<u>\$ 54,285</u>

CITY OF OSCEOLA, ARKANSAS
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
 CHANGES IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS
 DECEMBER 31, 2022

	Bicentennial Fund	Bonds and Fines Fund	Total Nonmajor Governmental Funds
INCOME			
Interest Income	\$ 35	\$ -	\$ 35
	<u>35</u>	<u>-</u>	<u>35</u>
EXPENDITURES			
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	35	-	35
OTHER FINANCING SOURCES			
Operating transfers in	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	35	-	35
Fund Balance, beginning of year	<u>7,762</u>	<u>-</u>	<u>7,762</u>
Fund Balance, end of year	<u>\$ 7,797</u>	<u>\$ -</u>	<u>\$ 7,797</u>

MEYER & WARD, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
P.O. BOX 1045
WYNNE, AR 72396

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Joe Harris, Mayor
And the Members of the City Council
City of Osceola, Arkansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Osceola, Arkansas (the "City") as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 11, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item #2022-1, that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

The City of Osceola, Arkansas' Response to Findings

Management's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs and corrective action plan. Management's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Meyer & Ward

Meyer & Ward, P.A.
Certified Public Accountants
Wynne, AR 72396
December 11, 2023

**CITY OF OSCEOLA
SCHEDULE OF FINDINGS AND RESPONSES
DECEMBER 31, 2022**

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report: Qualified

Internal control over financial reporting			
Material weakness identified ?	<u> x </u> Yes	<u> </u> No	
Significant deficiencies identified that are not considered to be material weaknesses ?	<u> </u> Yes	<u> x </u> No	
Noncompliance material to financial statements noted?	<u> </u> Yes	<u> x </u> No	

Part 1 - Findings – Financial Statements

#2022-001 - Internal control

Criteria or Specific Requirement – Management is responsible for establishing and maintaining effective internal control over financial reporting.

Condition – The Organization does not have enough employees for effective segregation of accounting duties.

Effect – Misstated financial statements could occur and not be prevented or detected in a timely manner.

Cause – The City does not have enough employees to achieve appropriate segregation of duties.

Recommendation – We recommend that employee duties be segregated to the extent possible.

Views of Responsible Officials and Planned Corrective Actions – Management will segregate duties to the extent possible when new staff members are added.

**CITY OF OSCEOLA
Corrective Action Plan
Year Ended December 31, 2022**

City of Osceola respectfully submits the following corrective action plan for the year ended December 31, 2022.

The findings from the December 31, 2022 schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule.

#2022-001 - Internal control –Segregation of duties – The Organization will continue to evaluate segregation of duties issues.

Accountable Official's Name and Phone Number: Joe Harris, Mayor
870-563-5245

**MEYER & WARD, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
P.O. Box 1045
Wynne, AR 72396**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
WITH LAWS AND REGULATIONS – STATE OF ARKANSAS**

To the Honorable Joe Harris, Mayor
And the Members of the City Council
City of Osceola, Arkansas

We have audited the financial statements of the City of Osceola, Arkansas, as of and for the year ended December 31, 2022, and have issued our report thereon dated December 11, 2023.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Compliance with laws and regulations of Arkansas applicable to the City of Osceola, Arkansas, is the responsibility of the City's management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the City's compliance with certain laws and regulations. However, the objective of our audit of the basic financial statements was not to provide an opinion on the overall compliance with such provisions. Accordingly, we do not express such an opinion.

With respect to the items tested, the results of those procedures disclosed no material instances of noncompliance with the requirements under Arkansas laws and regulations. With respect to items not tested, nothing came to our attention that caused us to believe that the City had not complied, in all material respects, with those requirements. Also the results of our procedures did not disclose any immaterial instance of noncompliance with those requirements.

This report is intended solely for the information and use of management and State regulatory agencies and is not intended to be and should not be used by anyone other than these specified parties.

Meyer & Ward

Meyer & Ward, P.A.
Certified Public Accountants
Wynne, AR 72396
December 11, 2022

2023 December
Osceola Light & Power Report

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

Electric Work Orders

Poles Installed	4
Poles Removed	3
Transformers Installed	3
Transformers Replaced	3
Services Installed	9
Services Removed	2
Service Repaired	12
Street Lights Installed	2
Street Lights Removed	0
Street Lights Repaired	64
Line Locates	59

Meter Service Orders

Connects	26
Disconnects	23
Meter Changes	54
Occupant Change	24
Reinstate	80
Service Changes	2
Misc.	1
Meter Info.	0
Re-Reads	5
<u>Check for Leaks</u>	<u>17</u>

Total Meter Service Orders	232
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**OSCEOLA WATER & SEWER
MONTHLY REPORT
December, 2023**

Water Taps	4
Water Leaks	22
Fire Hydrants Repaired/Replaced	0
First Time Water Meters	2
Water Meters Replaced	12
Water Lines Installed	0
Pumps Repaired	1
Sewer Taps	0
Manholes Repaired	0
Sewer Lines Repaired	0
Sewers Unstopped	36
Sewer Lines Installed	0

Tim Jones, Superintendent
Water & Wastewater Distribution

OSCEOLA FIRE DEPARTMENT

MONTHLY FIRE REPORT

2023

The Osceola Fire Department responded to (53) alarms in the month of December
The runs are as follows:

	MONTH	YTD
Structure Fire	0	19
Vehicle Fires	2	12
Brush/Grass Fires	3	28
Trash Fires	0	18
Lift Assist/Medical Assist	7	63
Electrical Equipment	1	18
MVA assist	2	19
Mutual Aid	4	12
Rescue/Extrication	0	6
Smoke Scare	3	14
Spill/Leaks	2	10
Flammable Gas	1	9
Alarm Malfunction	1	36
Fire Alarm	3	26
Unintentional False Alarm	3	90
Confined Space Standby	18	72
Good Intent Call	3	28
TOTALS	53	480

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

Script cost in class time	\$120.00
Script cost in alarms	\$150.00
Total Script Cost	\$270.00
Injuries	0
Deaths	0

Respectfully submitted,

Peter Hill Chief
Osceola Fire Dept.

OSCEOLA POLICE DEPARTMENT

Monthly Report for

12/01/2023-12/31/2023

**William Foster
Chief of Police**

T/P	\$ 21,587.00
Bonds	\$ 18,030.00
	<u>\$ 39,617.00</u>

12/01/2023 to 12/31/2023
5901
<u>\$ 38,848.53</u>

TP & BONDS SUMMARY:

MCSO	\$2,360.00
JMF	\$ 2,449.50
FINE	\$ 19,343.33
CITY ORD	\$115.00
CRIMINAL	\$2,959.70
DWI	\$ 390.00
Domestic Violence Shelter fund	\$ -
Drug Fees	\$ 40.00
Misdemeanor Drug Cost	\$ -
Seat Belt	\$ 100.00
Safety Enhancement Fee	\$ 130.00
TRAFFIC	\$ 6,223.50
Finance Charge	\$ 6,370.00
Public Defender Fee	\$ -
CK to District Court Automation Fund	\$ (1,592.50)
Ck to Court for Drug Fees	\$ (40.00)
TOTALS	<u>\$ 38,848.53</u>

OSCEOLA POLICE DEPARTMENT
BONDS & FINES ACCOUNT
December

Register Ending Balance	\$	17,965.00	
	\$	-	
Bonds Payable	\$	17,965.00	
General	\$	9.49	
Bond Refund			
Checkbook Balance		<hr/>	\$ 17,965.00

**OSCEOLA POLICE DEPARTMENT
GENERAL FUND INCOME
December**

<u>INCOME</u>	<u>November</u>	<u>Year to Date</u>
Automation Fund (paid to District Court)	(\$1,592.50)	\$ (15,321.35)
Bail Bond Fees	\$ 140.00	\$1,360.00
Bonds Paid to OMC	\$ 34,776.00	\$177,100.00
Credit Card Fees		\$45.00
Drug Fees (paid to District Court)	(\$40.00)	-\$1,104.00
Fines & Cost pd to OMC	\$ 21,812.75	\$212,123.54
Freedom of Information	\$ -	\$0.00
Interest Earned	\$ 9.49	\$75.03
Miscellaneous	\$ -	\$335.00
Postage	\$ -	\$0.00
Rebate	\$ -	\$76.04
Restitution to OPD	\$ 250.00	\$250.00
SCC/Civil Services	\$ 50.00	\$50.00
Unclaimed Restitution	\$ -	\$0.00
Yard Sales	\$ -	\$95.00
 Sub-Total	 <u>\$55,405.74</u>	 <u>\$375,084.26</u>

DETENTION FACILITY INCOME:

Background Checks	\$ 30.00	\$30.00
Fingerprints	\$ -	\$150.00
Incident Reports	\$ 75.00	\$795.00
Jail Board		\$ 43,200.00
Misc/Comm balances unclaimed	\$ -	\$11.00
Vin Inspection	\$ -	\$4,656.00
Work Release	\$ 150.00	\$300.00
 Sub-Total	 <u>\$255.00</u>	 <u>\$49,142.00</u>
 Grand Total	 <u>\$55,660.74</u>	 <u>\$424,226.26</u>

TP \$21,587.00
BP \$18,030.00
\$39,617.00

12/01/2023 to 12/31/2023
CK# 5918

	TOTAL	F&C	Bonds
MCO	\$2,360.00	\$1,200.00	\$1,160.00
DRUG FEE	\$40.00	\$40.00	\$0.00
DVSF	\$0.00	\$0.00	\$0.00
JMF	\$2,449.50	\$1,229.50	\$1,220.00
F	\$19,343.33	\$7,614.30	\$10,865.00
CO	\$115.00	\$25.00	\$90.00
CR	\$2,959.70	\$1,559.70	\$1,400.00
DW	\$390.00	\$390.00	\$0.00
MD	\$0.00	\$0.00	\$0.00
SB	\$100.00	\$80.00	\$20.00
SE	\$130.00	\$105.00	\$25.00
TR	\$6,223.50	\$2,973.50	\$3,250.00
FC	\$6,370.00	\$6,370.00	\$0.00
	<u>\$39,617.00</u>	<u>\$21,587.00</u>	<u>\$18,030.00</u>

Beg Cbk Bal \$39,991.53
Tot TP/BP \$39,617.00
Restitution \$250.00
Gen Rec \$305.00
Interest \$9.49
End Cbk Bal \$17,965.00

Total Open Bonds Report
\$17,965.00

	Citation	Warning	Warrant	Total
ACCIDENTS INVOLVING DAMAGE ONLY TO VEHICLE OR PERSONAL PROPERTY OF ANOTHER PERSON-REMOVAL OF VEH	2	0	0	2
CARELESS AND PROHIBITED DRIVING	6	1	0	7
CITY OF OSCEOLA - DISORDERLY CONDUCT - LOUD MUSIC PROHIBITED	1	0	2	3
CITY OF OSCEOLA - FIREWORKS SALE/DISCHARGE- PROHIBITED	1	0	0	1
CITY OF OSCEOLA - INATTENTIVE DRIVING	3	0	0	3
CITY OF OSCEOLA - PARKING OF TRACTOR TRUCKS/TRAILERS IN RESIDENTIAL AREA - PROHIBITED	2	0	0	2
CONTEMPT OF COURT FOR FAILURE TO PAY FINES (FTP)	0	0	9	9
CRIMINAL MISCHIEF - 1ST DEGREE (DAMAGE <= \$1,000)	0	0	1	1
DEFECTIVE TIRES	1	1	0	2
DOMESTIC BATTERING - 3RD DEGREE	1	0	0	1
DRIVER OF MOTOR VEHICLE FAILURE TO REGISTER 1ST OFFENSE	2	0	0	2
DRIVING LEFT OF CENTER	1	2	0	3
DRIVING ON REVOKED LICENSE	1	0	0	1
DRIVING ON SUSPENDED LICENSE	20	0	1	21
DRIVING VEHICLE WITHOUT TAGS	2	0	0	2
DRIVING WHILE INTOXICATED - DWI 1ST	1	0	0	1
FAIL PRESENT DRIVER LICENSE	15	2	0	17
FAIL TO APPEAR ON CLASS A MISDEMEANOR (FTA)	0	0	3	3
FAIL TO APPEAR ON CLASS C MISDEMEANOR (FTA)	0	0	1	1
FAIL TO APPEAR ON VIOLATION (FTA)	0	0	17	17
FAIL TO OBEY STOP SIGN	6	3	1	10
FAIL TO PAY FINE OR COSTS (FTP/TP)	0	0	1	1
FAIL TO PRESENT PROOF OF INSURANCE (NO PROOF)	20	6	0	26
FAIL TO STOP AT RED LIGHT	1	1	0	2
FAIL TO YIELD RIGHT OF WAY	4	1	0	5
FICTITIOUS LICENSE STICKER	1	0	0	1
FICTITIOUS TAGS	3	0	0	3
FLEEING - FELONY - VEHICLE OR CONVEYANCE - SUBSTANTIAL DANGER OF DEATH	1	0	0	1
FLEEING - ON FOOT	0	0	2	2
FLEEING - VEHICLE OR CONVEYANCE	1	0	0	1
FOLLOWING TOO CLOSELY	0	1	0	1
IMPROPER DISPLAY OF LICENSE TAGS	3	1	0	4
IMPROPER LANE CHANGE/USAGE	2	0	0	2
IMPROPER OR UNSAFE LANE CHANGE	1	1	0	2
IMPROPER TURN SIGNAL	1	4	0	5
IMPROPER USE OF CENTER LEFT-TURN LANES	0	1	0	1
INATTENTIVE DRIVING	2	2	0	4
MIRROR REQUIRED	0	1	0	1
MISDEMEANOR CRIMINAL TRESPASS	0	0	2	2
NO CHILD PASSENGER RESTRAINT	3	1	1	5
NO DRIVER LICENSE OR LICENSE EXPIRED	34	0	0	34
NO LIABILITY INSURANCE	28	1	0	29
NO LIABILITY INSURANCE 2ND	3	0	0	3
NO LIABILITY INSURANCE 3RD	1	0	0	1
NO SEATBELT	29	2	0	31
OFFENSES INVOLVING A MOTOR VEHICLE EQUIPPED WITH AN IGNITION INTERLOCK DEVICE.	1	0	0	1
OPEN CONTAINER CONTAINING ALCOHOL IN MOTOR VEHICLE	2	0	0	2
OWNER FAIL TO REGISTER VEHICLE - EXPIRED TAGS	19	7	0	26
OWNER FAIL TO REGISTER VEHICLE 2ND - EXPIRED TAGS	3	0	0	3
PARKING WHERE PROHIBITED	0	1	0	1
PUBLIC INTOXICATION	0	0	1	1
RECKLESS DRIVING	1	0	0	1
RECKLESS DRIVING - 1ST	1	0	0	1
SIGNALS FOR TURNING, STOPPING, OR DECREASING SPEED REQUIRED	0	1	0	1
SPEEDING - 1 TO 15 MPH OVER LIMIT	49	18	0	67
SPEEDING - MORE THAN 15 MPH OVER LIMIT	27	7	1	35
UNLAWFUL DOG ATTACK	1	0	0	1
UNSAFE VEHICLE -- DEFECTIVE EQUIPMENT	0	1	0	1
USE WIRELESS DEVICE W/O HANDS FREE WHILE DRIVING - 18-21 YRS OLD	0	1	0	1
VEH LIGHTS - DEFECTIVE/IMPROPER AUXILLIARY DRIVING LIGHTS	0	1	0	1
VEH LIGHTS - DEFECTIVE/IMPROPER FENDER LAMPS BACKUP LAMPS	0	5	0	5
VEH LIGHTS - DEFECTIVE/IMPROPER HEAD LAMPS	5	16	0	21
VEH LIGHTS - DEFECTIVE/IMPROPER TAIL LAMPS AND REFLECTORS	6	23	0	29
VEH LIGHTS - LAMPS ON BICYCLE	1	0	1	2
VEH LIGHTS - NO LIGHTS AT NIGHT	4	4	0	8
VEH LIGHTS - USE OF MULTIPLE-BEAM ROAD LIGHTING EQUIPMENT - HIGH BEAM	0	1	0	1
VIOLATION OF DRIVERS LICENSE RESTRICTIONS	3	1	0	4
Totals	326	119	44	489
Averages	4.87	1.78	0.66	7.3

Osceola Parks & Recreation

Dickie Kennemore Community Center

Director: Michael Ephlin

January 2024 Report

- **Community Center**
- **Tip Tap Toes Dance Class**
- **OPAR Youth Boys & Girls Basketball**
- **Master Plan: Water Park**

Community Center

Happy New year!! With the new year we are still seeing growth at our community center. Many people are getting back into the routine of working out. It's good to see new members along with our regular crowd. The Arkansas State Police gives the Arkansas Driver's test on Thursday's and always has great participation. It is a busy January for our center. Our Youth Basketball League kicked off on Tuesday January 2nd and it was awesome!! We will also have 3 Saturdays's with travel basketball games at our center. Busy time for us but we wouldn't have it any other way!!

OPAR's Tip Tap Toes Dance Class

OPAR's Tip Tap Toes Dance Class had their first class on Wednesday August 9th. This is a great program that we offer and the kids love it. Robin works hard teaching the art of dance to them and we are proud to offer this to the community. It's going to be a great season.

OPAR Youth Boys & Girls Basketball

OPAR Youth Girls and Boys basketball season kicked off on Tuesday January 2nd. What a first night we had. To see all of the little basketball players and their families is so great. We play on Monday, Tuesday and Thursday nights from January 2nd until February 8th. Come and support our teams. We have 21 teams in our league this year!!

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

Golf Course

As we roll into the new year, we are very excited for the upcoming golf season. We are currently working on some maintenance issues on golf carts and a few other pieces of equipment. We are set to cover our greens this week due to the cold snap coming through. We are reinforcing covers with sandbags to go along with our stakes to try and prevent the covers from blowing up and off this year.

We have completed a lot of tree trimming and clearing of old grown-up areas around the course and will continue to do so for the time being.

All new year orders are being prepped and finalized for the upcoming year for in pro shop and on course.

The season schedule is always in the works.

We will be sending our greens mower reels to Ladds to get serviced in the next few weeks and are awaiting the return of our fairway mower that went in for servicing a few weeks back. Looking forward to a great season at OMGC. Hope to see you there.

Dylan Bowles

ANIMAL CONTROL REPORT

DECEMBER 2023

MONTH

YTD

DOG 5 128

CATS 2 41

OTHER 1 3

TOTAL 8 172

COMPLAINTS 22 303

CITATIONS 1 16

VERBAL WARNINGS 6 56

WRITTEN WARNINGS 4 37

DOG/CAT BITES 0 9

SUBMITTED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

CODE ENFORCEMENT, BUILDING INSPECTION, and HOUSING REPORT

Ray Williams

1/17/2023

Report: Code Enforcement & Building Inspection

Code Enforcement

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

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

Code Enforcement department reported (5) code issues and violations.

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

Building Inspection

Building Inspection and permit department have a total of six new permits issued. We have issued (3) electrical permits, (1) privilege license permits, (2) residential permits, (0) commercial permits, (0) sign permit, (0) HVAC permit, (1) Plumbing Permit

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

New Development

- Three possible Hotels – 1 hotel has been approved
- Various retail
- River Back Estates – Housing 25 permits approved
- Commercial Property – 4 plans have been approved

Osceola Street & Sanitation Department Report for 2023

City Council Meeting: 1-15-24

From: Ed Richardson

Subject: Daily Operations

December Updates

Street & Sanitation Department Update

Sanitation department - For the month of December we didn't have any department delays. The sanitation department holidays schedule went smoothly without any major problems. Truck 60, which is the commercial front loader continues to have PTO issues. We're working on fixing this problem. The wear and tear on our tires continue to be a major issue. With all the unseen items at the landfill, we continue to replace tires. I'm going to try and work on a tire program for 2024, hopefully this will reduce our tire expenses, and our overall operating budget.

Street department – Leaves are still a major issue in the city. We're working as hard as we can to clean up the leaves throughout the entire city. Our leaf machines are running nonstop trying to support each council ward. If you get calls from any citizen about leaves being down for long period of time in any area of the city, please let me know. Hopefully, I can put together a better system for 2024. We are continuing to fill potholes and repair roads that need to be repaired. We will evaluate the city roads and hopefully we can tap into some state funds next year.

Forestry mulcher – This machine has been used in multiple areas of the city. The plan is to continue working on these areas that have been neglected for years.

Ditches – In each council ward are being looked at. Our goal is to clean every ditch in the city and overgrown vegetative areas. We cannot do all these cleanups overnight, but I promise you we will clean these areas and keep them clean.

Mosquito & Bird Control

Thank You,

Ed Richardson - Superintendent

Osceola Street, Sanitation, MRF & Mosquito Control Departments, Recycling

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Reimbursement Provisions.

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

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

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

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

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

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

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

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

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

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

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Resolution No. _____

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

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

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

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

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

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

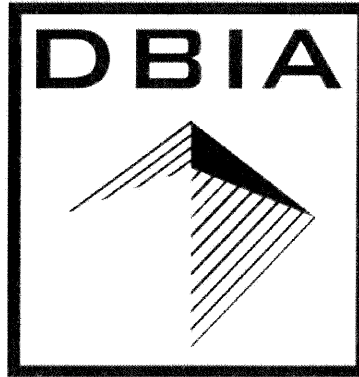
That the City Council hereby finds that the construction management method provides the best value for the City relative to constructing the new City of Osceola facility for use as Osceola Aquatic Center, and hereby authorizes the City Mayor to proceed with negotiation and signing of a construction management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

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

Joe Harris Jr., Mayor

ATTEST:

Jessica Griffin, City Clerk



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

Document No. 535

Second Edition, 2010

© Design-Build Institute of America

Washington, DC

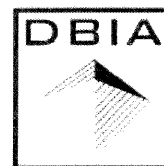


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Article 1

General

1.1 Mutual Obligations

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

1.2 Basic Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

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

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

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

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

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

2.2 Design Professional Services.

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

2.3 Standard of Care for Design Professional Services.

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

2.4 Design Development Services.

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

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

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

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

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

2.5 Legal Requirements.

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

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

2.6 Government Approvals and Permits.

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

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

2.7 Design-Builder's Construction Phase Services.

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

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

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

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

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

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

2.8 Design-Builder's Responsibility for Project Safety.

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

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

related matters involving the Project or the Work.

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

2.9 Design-Builder's Warranty.

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

2.10 Correction of Defective Work.

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

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

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

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

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

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

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

3.2 Furnishing of Services and Information.

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

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

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

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

3.2.1.4 A legal description of the Site;

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

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

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

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

3.3 Financial Information.

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

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

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

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

3.4 Owner's Representative.

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

3.5 Government Approvals and Permits.

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

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

3.6 Owner's Separate Contractors.

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

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

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

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

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

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

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

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

4.2 Differing Site Conditions.

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

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

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

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

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

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

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

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

5.2 Owner's Liability Insurance.

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

5.3 Owner's Property Insurance.

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

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

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

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

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

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

5.4 Bonds and Other Performance Security.

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

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

Article 6

Payment

6.1 Schedule of Values.

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

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

6.2 Monthly Progress Payments.

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

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

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

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

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

6.3 Withholding of Payments.

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

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

6.4 Right to Stop Work and Interest.

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

6.5 Design-Builder's Payment Obligations.

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

6.6 Substantial Completion.

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

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

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

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

6.7 Final Payment.

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

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

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

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

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

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

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

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

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

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

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

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

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

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

7.2 Tax Claim Indemnification.

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

7.3 Payment Claim Indemnification.

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

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

7.4 Design-Builder's General Indemnification.

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

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

7.5 Owner's General Indemnification.

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

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

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

8.2 Delays to the Work.

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

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

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

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

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

9.1.1.1 The scope of the change in the Work;

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

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

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

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

9.2 Work Change Directives.

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

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

9.3 Minor Changes in the Work.

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

9.4 Contract Price Adjustments.

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

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

parties;

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

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

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

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

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

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

9.5 Emergencies.

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

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

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

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

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

10.2 Dispute Avoidance and Resolution.

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

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

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

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

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

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

10.3 Arbitration.

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

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

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

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

10.4 Duty to Continue Performance.

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

10.5 CONSEQUENTIAL DAMAGES.

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

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

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

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

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

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

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

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

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

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

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

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

11.3 Design-Builder's Right to Stop Work.

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

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

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

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

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

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

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

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

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

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

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

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

11.5 Bankruptcy of Owner or Design-Builder.

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

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

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

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

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

Article 12

Electronic Data

12.1 Electronic Data.

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

12.2 Transmission of Electronic Data.

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

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

generated or interpreted.

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

12.3 Electronic Data Protocol.

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

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

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

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

Article 13

Miscellaneous

13.1 Confidential Information.

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

13.2 Assignment.

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

13.3 Successorship.

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

13.4 Governing Law.

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

13.5 Severability.

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

13.6 No Waiver.

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

13.7 Headings.

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

13.8 Notice.

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

13.9 Amendments.

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

Accepted as of the last date entered below:

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Dated

Dated

NabModel Version 09.06.2023



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

Document No. 530

Second Edition 2010

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Washington, DC



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

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

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

OWNER:

(Name and address)

**The City of Osceola
303 W Hale
Osceola, AR 72370**

DESIGN-BUILDER:

(Name and address)

**Nabholz Construction
3415 One Place
Jonesboro, AR 72404**

PROJECT:

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

The City of Osceola – Quality of Life Aquatic Center

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

Article 1

Scope of Work

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

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

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

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

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

2.1.4 The General Conditions of Contract; and

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

Article 3

Interpretation and Intent

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

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

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

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

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

Article 4

Ownership of Work Product

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

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

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

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

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

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

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

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

Article 5

Contract Time

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

5.2 Substantial Completion and Final Completion.

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

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

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

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

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

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

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

5.4 [Intentionally Omitted]

5.5 [Intentionally Omitted]

5.6 [Intentionally Omitted]

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

Article 6

Contract Price

6.1 Contract Price.

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

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

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

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

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

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

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

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

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

- 6.3.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the administration, management, production or transportation of material and equipment necessary for the Work.
- 6.3.3** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof. This cost will be referenced as Labor Burden and shall be charged at a flat rate of 49% of base wage, provided that such costs are based on wages and salaries included in the Cost of the Work as described herein. Owner acknowledges that the information provided in this Section 6.3.3 is trade secret, proprietary, competitive or otherwise confidential to Design-Builder and shall not be disclosed to any third-party without advance written authorization of Design-Builder's Operations President. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Design-Builder within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such information without order.
- 6.3.4** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- 6.3.5** Payments made or costs incurred by Design-Builder to Subcontractors, Suppliers and Design Consultants for performance of portions of the Work, including any insurance and bond premiums or other surety programs incurred by Subcontractors and Design Consultants.
- 6.3.6** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.
- 6.3.7** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- 6.3.8** Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. It is agreed that any small tools less than \$500.00 in value are presumed to be fully consumed in the Project and shall be billed as a Cost of the Work. All tools greater than \$500.00 in value shall either be rented and charged to the Project at actual rates paid by Design-Builder; or, if owned by Design-Builder, shall be charged to the Project at a rate not in excess of 100% of the rental rates

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

- 6.3.9** Costs of removal of trash, debris and waste from the Site.
- 6.3.10** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, cell phones, computer and internet service, telephone service, photocopying and reasonable petty cash expenses.
- 6.3.11** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
- 6.3.12** Premiums for insurance and bonds or other surety programs required by this Agreement or the performance of the Work. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents.
 - 6.3.12.1** Premiums for Subcontractor Payment and Performance Bonds shall be reimbursed at the following rate: (1) Design-Builder's Subcontractor and Supplier Default Insurance (SSDI) at one and a quarter percent (1.25%) of Subcontractor value (excluding those Subcontractor's "opted out" or for whom a bond is obtained); or (2) Design-Builder's actual premium cost for other Payment and Performance Bonds from the Subcontractors. At the Design-Builder's option, a combination of the above options may be used.
 - 6.3.12.2** The cost of the Design-Builder's insurance program shall be reimbursed at the rate of \$15.50 per thousand dollars of Contract Sum. Rates shall be subject to adjustment on the first day of each calendar year if required by the Design-Builder.
 - 6.3.12.3** The Design-Builder will maintain Builders Risk Insurance at the rate of \$0.15 per thousand of Contract Sum per month to insure the components of the Project while under construction and shall also maintain General Liability coverage as identified above to insure against losses to the adjacent structures from damage which may be caused by construction activity.
 - 6.3.12.4** Owner acknowledges that the information provided in this Section 6.3.12 is trade secret, proprietary, or otherwise confidential and competitive to Design-Builder, and shall not be disclosed to any third-party without advance written authorization of Design-Builder's Operations President. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Design-Builder within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such information without order.
- 6.3.13** All fuel and utility costs incurred in the performance of the Work.
- 6.3.14** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- 6.3.15** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

- 6.3.16** Costs for permits, fee's as required by authorities having jurisdiction, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- 6.3.17** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- 6.3.18** Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- 6.3.19** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 6.3.20** Accounting and data processing costs related to the Work.
- 6.3.21** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- 6.3.22** Scaffolding, shoring, form work, temporary bracing and similar equipment or materials, whether rented or purchased, and which are used in the construction process.
- 6.3.23** Third party testing and/or fees of laboratories for tests required by the Contract Documents.
- 6.3.24** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.
- 6.3.25** A warranty reserve in the amount of fourth tenths of a percent (0.4%) of the Cost of the Work will be established and included in the GMP Amendment(s) to cover the Design-Builder's cost for providing the warranty as outlined in the Contract Documents. The warranty reserve shall be deemed a Cost of the Work. In order to facilitate the final payment process set forth in Article 7.3, the Design-Builder will bill the Owner a lump sum amount for the full warranty reserve at the time of final payment. The expenditure of the warranty reserve will not be subject to the audit provisions of this Agreement.
- 6.3.26** The sum for General Conditions will be billed as a lump sum and paid in monthly installments commencing with the next calendar month following the date of commencement of construction of the Project and concluding on the date of completion of the Work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in which the Final Completion occurs.

6.4 Allowance Items and Allowance Values.

- 6.4.1** Any and all Allowance Items, as well as their corresponding Allowance Values, will be set forth in the GMP Exhibit or GMP Proposal and will be included within the GMP.
- 6.4.2** Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.

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

6.4.3 [Intentionally Omitted]

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

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

6.5 Non-Reimbursable Costs.

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

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

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

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

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

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

6.6 The Guaranteed Maximum Price ("GMP").

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

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

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

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

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

6.6.2 GMP Established after Execution of this Agreement.

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

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

- .1 Design-Builder's Fee** as defined in Section 6.2.1 hereof;
- .2 The estimated Cost of the Work** as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and
- .3 If applicable, any prices established under Section 6.1.2 hereof.**

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

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

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

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

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

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

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

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

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

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

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

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

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

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

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

6.6.3 Savings.

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

[Choose one of the following:]

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

or

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

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

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

6.7 Performance Incentives

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

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

Article 7

Procedure for Payment

7.1 Progress Payments.

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

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

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

7.2 Retainage on Progress Payments.

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

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

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

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

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

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

Article 8

Termination for Convenience

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

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

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

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

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

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

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

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

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

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

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

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

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

9.2 Design-Builder's Representatives.

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

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

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

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

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

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

Article 10

Bonds and Insurance

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

10.1.1 Worker's Compensation at statutory limits.

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

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

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

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

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

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

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

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

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

Article 11

Other Provisions

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

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

11.2 Licensing.

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

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

11.3 Listing of Exhibits (incorporated herein by reference):

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

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

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

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

NabModel Version 12.11.2023

Resolution No. _____

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

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

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

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

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

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

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

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

Joe Harris Jr., Mayor

ATTEST:

Jessica Griffin, City Clerk



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

Document No. 530

Second Edition 2010

© Design-Build Institute of America

Washington, DC



Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

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

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

INSTRUCTIONS

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

Checklist

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

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

General Instructions

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

Specific Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

(Name and address)

DESIGN-BUILDER:

(Name and address)

PROJECT:

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

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

Article 1

Scope of Work

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

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

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

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

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

2.1.4 The General Conditions of Contract; and

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

Article 3

Interpretation and Intent

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

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

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

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

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

Article 4

Ownership of Work Product

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

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

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

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

or

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

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

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

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

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

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

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

Article 5

Contract Time

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

5.2 Substantial Completion and Final Completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Check one box only]

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

or

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

Article 6

Contract Price

6.1 Contract Price.

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

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

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

[Choose one of the following:]

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

or

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

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

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

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

[Check one box only]

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

or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3.21 Accounting and data processing costs related to the Work.

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

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

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

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

6.4 Allowance Items and Allowance Values.

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

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

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

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

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

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

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

6.5 Non-Reimbursable Costs.

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

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

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

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

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

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

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

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

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

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

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

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

6.6.2 GMP Established after Execution of this Agreement.

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

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

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

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

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

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

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

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

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

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

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

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

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

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

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

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

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

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

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

6.6.3 Savings.

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

[Choose one of the following:]

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

or

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

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

6.7 Performance Incentives

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

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

Article 7

Procedure for Payment

7.1 Progress Payments.

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

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

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

7.2 Retainage on Progress Payments.

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

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

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

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

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

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

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

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

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

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

Article 8

Termination for Convenience

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

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

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

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

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

or

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

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

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

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

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

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

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

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

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

9.2 Design-Builder's Representatives.

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

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

Article 10

Bonds and Insurance

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

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

Performance Bond.

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

☐ Required ☐ Not Required

Payment Bond.

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

☐ Required ☐ Not Required

Other Performance Security.

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

☐ Required ☐ Not Required

Article 11

Other Provisions

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

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

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

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

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

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

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

Tax Back

RESOLUTION No. _____

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

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

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

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

WHEREAS, Levy Environmental Services Company located at State Hwy 198, Osceola, AR 72370 has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, Levy Environmental Services Company has agreed to furnish the local government all necessary information for compliance.

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

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

Mayor
Osceola, Arkansas

Date Passed: _____

Attest: _____
Clerk