

City of Highland, 1662 Hwy 62/412, Highland, AR 72542

870-856-6199 – Fax 870-856-6311

Mayor Kyle Crawford - Recorder/Treasurer Mary Wiles

Council Members: Mary Jo Morris, Randy Hutchison, Dennis Burton, Ty Casey
Susan Adams, Turk Johns, Kenneth Massey, William Johns

August 13, 2024

City Hall 6:00 PM

AGENDA

- 1. Determination of Quorum**
- 2. Roll Call**
- 3. Welcome Guests**
- 4. Pledge of Allegiance to the Flag of our Country**
- 5. Moment of Silence**
- 6. Approval of Agenda August 13, 2024 & Minutes of July 09, 2024**
- 7. Reports**
 - 1. Fire Department**
 - 2. Police Department**
 - 3. Street Department**
 - 4. Sewer Department**
 - 5. Planning & Zoning**
 - 6. Airport**
 - 7. Tri County**
 - 8. Recorder/Treasurer Reports**
- 8. Unfinished Business – None**
- 9. New Business**
 - 1) Ordinance 2024-03 National Electric codes**
 - 2) Ordinance 2024-04 Adopting Plumbing Codes**
 - 3) Ordinance 2024-05 Adopting Mechanical Code**
 - 4) Ordinance 2024-06 Adopting Fuel Gas Code**
 - 5) Ordinance 2024-07 adopting Fire Codes**
 - 6) Waste Connection Residential Trash pickup**
- 10. Calendar & Announcements**
 - 1. Planning Zoning meeting September 5, at 6:00**
 - 2. Council Meeting September 10, at 6:00**
- 11. Adjournment**

July 09, 2024
Regular Meeting
6:00 o'clock P.M.
City of Highland Council Chambers
1662 Hwy 62-412, Highland, Arkansas

Page 1 of 1

Recorder/Treasurer Mary Ruth Wiles called the roll and the following council members answered their names: Mary Jo Morris, Dennis Burton, Susan Adam, Kenneth Massey, Ty Casey, William Thompson. Absent: Randy Hutchison, William Johns

Also, present: Fire Chief Moore, Police Chief Steven Dravenstott, Public Works David Gates

The meeting commenced with the Pledge of Allegiance to the Flag of our Country and a Moment of Silence

Mayor Crawford asked for approval of the agenda of July 09, 2024, and minutes of June 11, 2024. Council Member Dennis Burton made a motion to accept the July 09, 2024, and minutes of June 11, 2024. Council Member Kenneth Masey seconded the motion, and it passed with a vote as follows:

Vote Aye: Morris, Burton, Casey, Adam, Massey, Thompson

Vote Nay: None

The motion carried was approved with 6 yeas- 0 nays – 2 Absent

Reports and Correspondence -All reports are part of Council Packet

Unfinished Business none

New Business none

- 1) **Calendar & Announcements**
 - a) **Planning & Zoning Meeting August 6th at 6:00**
 - b) **Council Meeting August 13th at 6:00**

ADJOURNMENT:

With no new business brought before the council, Council Member Dennis Burton made a motion to adjourn. Council Member Mary Jo Clark second the motion and there being no objection, the meeting adjourned at 6:20 pm

PASSED and APPROVED THIS _____ DAY OF _____, 2024.

ATTEST:

APPROVED:

Mary Ruth Wiles, Recorder/Treasurer

(City Seal)

Kyle Crawford, Mayor

Highland Fire Dept.

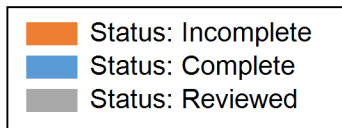
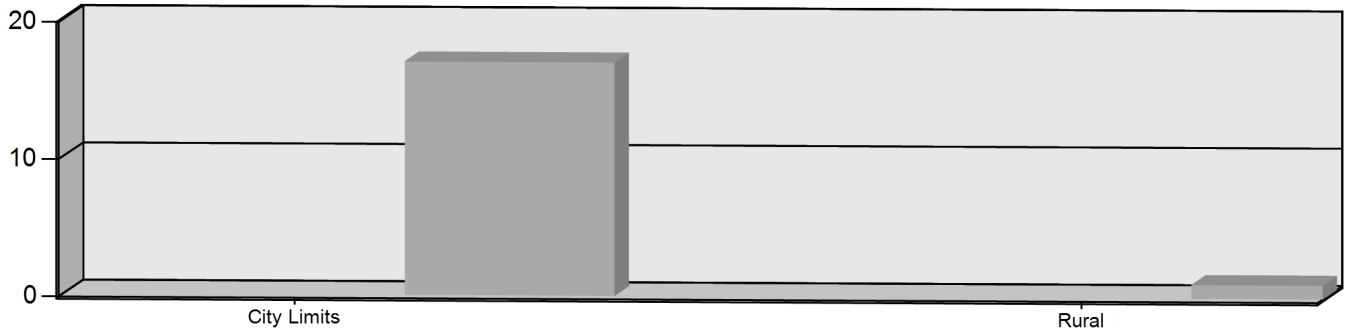
Highland, AR

This report was generated on 8/9/2024 1:11:00 PM



Incident Count per Zone by Incident Status for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 07/01/2024 | End Date: 07/31/2024



ZONE	Incidents
Status:Reviewed	
City Limits - Located in the city limits	17
Rural - Look in "CITY" if "Highland" it's in city limits	1
TOTAL Reviewed:	18
TOTAL:	18

Zone information is defined on the Basic Info 3 screen of an incident.



Highland Police Dept. Activity Report July 4 thru Aug 7

911 Dispatches	94
Citations	38
Accidents	3
Animal Complaints	4
Cases	11
Felony Cases	3
Arrests	5

Hours: 4 Fulltime Shift 2 Part-Times Used

Mileage	Dravenstott	Hamilton	Seymore	Lowe	part-time	Truck
Beginning	63609	39240	21200	4549	69038	
Ending	64563	40950	21713	5593	71175	
Totals	954	1710	513	1044	2137	0

Highland Street Department Report

For July 2024

Roads	
Graveled	0
Gravel (loads)	0
Cold Patch	2
Roads Graded	10
Approx. Miles	3
Culverts	0
Leaf Vacuum (Loads)	0
Trashed Cleanup	0
Signs Installed	0
Equipment Miles	
Dodge Ram 2022	1913
Ram Truck - 2021	352
Chevy #11	82
Dodge #2	903
Dump Truck #14	0
Dump Truck# 16	32
Grader Hrs.	15
Backhoe Hrs.	8
Excavator Hrs.	53
New Holland Tractor	5
Skid Steer	7

Work Detail
Brush cut most of Hidden Valley, Wanda Cir, Big Creek Ln, Alma, Liberty Hill Cir, and
Turkey Pen. Mowed and weedeated, bush hogged, fixed lights in City Hall.

**Report for
Council Meeting
Report
Highland Sewer Department Report**

Work Detail	
Sewer Calls	2
Sewer Inspection	0
Waste Sludge	1
Check Valve	2
Installed Risers	0
Pulled Pump	0
Locate Sewer Pipes	12
New System	0
New Sewer Line	0

Notes

Shoveled out debris from Evening Shade lift station. Pulled pump out of FM
101 lift station to be worked on, generator at sewer plant changed fuel
Pump. Tested pumps at the shop, cleaned contact chamber, wasted
sludge, fixed leak in service line.

City of Highland Planning & Zoning

The Planning & Zoning Commission met at Highland City Hall on August 06, 2024, at 6:09 p.m. Approved May's minutes. Commissioners went over the building inspector report and wanted pictures added to the inspector reports. Discussion of the lighting ordinance, this ordinance will be altered by Burton and moved to the September meeting. The commissioners reviewed the adoption of the building codes and ordinances that were presented. Commissioner Orosz will be working on the permits, removing the cap and raising the minimum for the permits. This was also motioned to be brought forth in the September meeting.

Sidney Armstrong
Highland Clerk

Sharp County Regional Airport Authority (SRCAA)
20 Airport Lane
Cherokee Village, AR 72529

Wednesday, August 7, 2024 Agenda
3 pm. at Airport Terminal Building

- 1) Call Meeting to order
- 2) Introduce Guests/Attendees
- 3) Approve Minutes of last meeting
- 4) Review/Discuss/Approve bills:
 - a) Financial Statements: All bills have been paid
- 5) Managers Report:
 - a.)
- 6) Old Business:
 - a.) Progress on required FAA Audit
 - b.) Discuss progress on access road, apron, box hanger and excavation project.
 - c.) Rental properties update
 - d.) Committee to look into various events to promote the airport.
 - e.) Estimates/Ins Claim on storm damage
- 7) New Business:
 - a.)
- 8) Other Business:
 - a.)
- 9) Adjourn:

Next meeting: September 4, 2024 3:00 pm airport terminal building.

SHARP COUNTY REGIONAL AIRPORT AUTHORITY

20 Airport Lane
Cherokee Village, AR. 72529

Minutes of the July 10, 2024 Board Meeting

Next Regular Meeting: August 7, 2024 at 3:00 p.m.

Attendees: Bill Demmons (Ash Flat), Peggy Long, Jim Thomas (Hardy), Asst. Chairman John Armstrong, Tony Stallsmith, Mayor Ethan Barnes, David Nebel, Chairman Adam Bates, Manager John Manning and Mayor Kyle Crawford.

Absentees: Chris Clem and Fred Holzhauer

Guests: Marc Herring (Ozark Craft Mall), Richard Dawe (Ozarka College), Larry Kyril and Shana Manning

The meeting was called to order by Chairman Adam Bates at 3:00 p.m.

Minutes of the previous meeting:

Chairman Bates asked for a motion to accept the minutes of the June meeting. A motion was made by Kyle Crawford. Seconded by David Nebel. The motion passed unanimously.

Financial Report:

Peggy Long presented the June 2024 Financial Statements and stated all bills have been paid. Tony Stallsmith made a motion to accept the June financial. Seconded by David Nebel. The motion passed unanimously.

Managers Report:

- a.) Fuel sales are steady on 100LL and we are also selling some Jet A. If sales continue on this pattern we may need to order more fuel.
- b.) Replaced a tire on the lawn mower and a shaft on the bush hog.
- c.) All Papi light bulbs have been replaced and are working.
- d.) John Manning has been giving tours of the airport facility to the Boy Scouts of America troops each Friday. This helps them get their merit badge for aviation. John wanted to say thank you to the local pilots for helping support these tours.
- e.) We have a spider problem in the lower terminal building we may need to look at hiring a quarterly pest control service if we can't get them under control.

Old Business:

- a.) Access road, apron, box hanger and excavation construction project progress report - The building is here and Stan Goodman should be here in the next week to start construction on the building. The road will not be done until the hangar building is finished.
- b.) Nothing to report on the required FAA Audit-Still waiting on a response from FAA
- c.) Rental Properties - We had some upfront repair expenses on the residential rental unit but have finally received a small check for rent income. The commercial rental unit is still vacate but John Manning has been talking to a car rental business that has shown some interest.
- d.) Hangar storm damage - The insurance adjuster turned in paperwork last Wednesday, hopefully we will know something soon so we can get the necessary repairs started.
- e.) John Armstrong recommended that the airport start a EAA (Experimental Airport Association) chapter at the airport. This would promote our airport in several areas including education of the entire community on aviation and having events to encourage youth to explore career opportunities in aviation. The board was in agreement with this and John Armstrong will get with other local pilots and fill out the packet to start the process. John will also get with other board members willing to be on a committee that will work on other ways to promote the airport.
- f.) The office and front lounge computers are ordered and should be installed next week.

New Business:

- a.) Dr. Richard Dawe, President of Ozarka College spoke to the board about his experience in aviation and also commended the board on the improvements that are being made at the airport. Dr. Dawe presented the board with information regarding the Aviation career opportunities that Ozarka College offers. Ozarka's Associate of Applied Science in Aviation-Commercial Pilot program prepares students to take pilot credentialing exams for FAA certification. The board members all agreed that we would like to work with Dr. Dawe and Ozarka College to promote this great program and to incorporate this information into any community events to raise awareness of the many opportunities aviation provides. Dr. Dawe also offered his assistance to the airport, if needed.

b.) Marc Herring from Ozark Classic Crafts Mall in Hardy spoke to the board regarding promotional items for the airport. He brought various samples of available products . The board liked the products and will get back with Marc at a later date.

Other Business:

a.) None

Adjourn:

Since all business to come before the board was concluded Kyle Crawford made a motion to adjourn. Ethan Barnes seconded the motion. The motion passed. The meeting was adjourned at 4:01 p.m.

Prepared/Submitted by: Peggy Long

SHARP COUNTY REGIONAL AIRPORT AUTHORITY

Tri County Regional Solid Waste Authority
500 Landfill Drive
Cherokee Village, AR 72529

Wednesday, July 17, 2024 Agenda

9:30 am. at Recycling Center

- 1) Call Meeting to order
- 2) Introduce Guests/Attendees
- 3) Approve Minutes of last meeting
- 4) Review/Discuss/Approve bills:
 - a) Financial Statements
- 5) Managers Report:
 - a.)
- 6) Old Business:
 - a.) Update on low cost or free protainers
 - b.) Security Cameras - Prices
 - c.) Phone repairs-Brightspeed
 - d.) A/C Unit & Shop Fan Purchase
 - e.) Baler Repair
- 7) New Business:
 - a.) Brian Watson - recipient of the 2024 Individual Recycler of the Year Award from the Arkansas Recycling Coalition
- 8) Other Business:
 - a.)
- 9) Adjourn:

Next meeting: August 21, 2024 9:30 am at the recycling center.

Tri-County Solid Waste Disposal Authority ♦♦♦
500 Landfill Road • Cherokee Village AR 72529
Telephone 870-994-3020

MINUTES OF THE EXECUTIVE BOARD MEETING, July 17, 2024

The meeting was called to order at 9:39 AM. Those in attendance were: Brian Watson, Mayor Kyle Crawford (Highland), Todd Price (Sharp Co), Judge Mark Counts (Sharp Co), Mayor Larry Fowler (Ash Flat), Mayor Ethan Barnes (Hardy), Charlie Ackers (CV), and Peggy Long, Treasurer.

Mayor Kyle Crawford asked if everyone had read the minutes and if any changes should be made. A motion was made by Larry Fowler to approve the minutes of the previous meeting. Motion was seconded by Ethan Barnes. The motion passed unanimously.

The financial report for the month of June was read by Peggy Long: We had income of \$1,720.97 from Customer Accounts, \$385.00 from Sale of Recycled Materials and \$.42 cents in interest income. For a total income of \$2,106.39. We had expenses of \$9,145.57. This gives us a monthly ending balance of \$10,801.51. Motion to accept financial by Ethan Barnes. Seconded by Larry Fowler. The financial report was unanimously approved as written.

Manager's Report - The big box truck needs tires and brakes. We are half way on a load of cardboard. Premier Pet is coming weekly which is helping move some of the paper. One baler is still down but is in the process of being repaired. Mike said the phone has been repaired, it was a telephone company problem. Mike asked about moving Wyatt Conner from part-time to fulltime and also giving Ernest Lipps a raise since he has been working for 90 days. A motion was made by Larry Fowler to give Ernest Lipps a .50 raise and also move Wyatt Conner to 40 hours per week for the next 90 days. At the end of the 90 days we will review and decide if Wyatt will remain at fulltime or go back to part-time. The raise and increase of hours will become effective on 07/25/24. Seconded by Ethan Barnes. The motion passed unanimously.

Old Business

Protainer Update - No answer yet on the offer on the protainers.

Security Cameras - Chip with Guarddog Security will bring a quote by later today for the cameras.

A/C Unit & Shop Fan Purchase- These were both purchased and have been delivered to the center. The approximate cost for both was \$1247.00.

New Business

Brian Watson will be honored as the 2024 Individual Recycler of the Year at the Arkansas Recycling Coalition's 2024 Conference and Trade Show at Oaklawn Casino Hotel and Convention Center in Hot Springs, AR on 09/10/2024 at 11:15 a.m. Please contact Cherie O'Mary at mail@recycleark.org or 866-290-1429 if you would like to attend. It was agreed by the board to reimburse Brian for his lodging expenses for one night, Monday, Sept 9.

Other Business:

With no other business a motion was made by Judge Mark Counts to adjourn at 10:29 a.m. Seconded by Ethan Barnes. Motion approved unanimously. The next regular meeting will be Wednesday, August 21, 2024 at 9:30 AM at the recycling center.

Respectfully Submitted,

Peggy Long, Treasurer/Secretary

July 31, 2024

Acct #	Bank	Fund Name	June	July	Change
<u>General Fund</u>					
1000	FNB	GENERAL	131,595.75	161,130.95	29,535.20
1001	1st Community	Reserve Acct	160,207.02	160,234.16	27.14
1003	1st Community	Cd274376	<u>217,764.70</u>	<u>218,673.94</u>	<u>909.24</u>
1001	1st Community	USDA Grant acct	1.17	1.17	-
1002		Petty Cash	50.00	50.00	-
1010	1st Community	Fire Act 833	9,273.15	22,625.59	13,352.44
					-
1700		Accounts Rec	167.88	143.16	(24.72)
		TOTALS	519,059.67	562,858.97	43,799.30
1211	FNB	Street Fund	4,853.62	5,868.69	1,015.07
1212	1st Community	Street Aid	29,273.74	30,217.18	943.44
		TOTALS	34,127.36	36,085.87	1,958.51
1005	Centennial	Payroll Account	10,510.51	11,148.08	637.57
1008	FNB	DIRECT DEPOSIT	1.00	1.00	-
			-		-
		TOTALS	10,511.51	11,149.08	637.57
<u>1st Community S/F/P Account</u>					
1338	1st Community	Money Market	239,491.38	248,032.64	8,541.26
					-
		TOTALS	239,491.38	248,032.64	8,541.26
<u>Sewer Revenue & O&M Fund</u>					
1330	Centennial	Sewer - O & M Acct	26,187.57	41,040.77	14,853.20
1340	Centennial	Rd Replacement Reserve	14,468.17	21,468.17	7,000.00
		TOTALS	40,655.74	62,508.94	21,853.20
<u>Sewer Debt Service Reserve</u>					
1337	1st Community	CD 253884	64,846.40	65,117.16	270.76
1339	1st Community	Rd Debt Service Reserve	157.00	157.00	-
		TOTALS	157.00	65,274.16	270.76
1331	Centennial	Meter Deposit	13,200.00	13,050.00	(150.00)
		Petty Cash	250.00	250.00	-
		TOTALS	159,921.88	13,300.00	(150.00)
				999,209.66	
LAST MONTHS				922,299.06	76,910.60

Sales Tax Report

Total sales tax - less rebate = 1% General Fund and .50% Sewer Bond												
m	p	Sales Tax before Rebate	Claim Rebate Total	General Fund 1%	Street, Fire, Police .50%		TOTAL 2024	change from previous year				
11	1	44,160.47		29,440.31	14,720.16		44,160.47	6,588.53				
12	2	38,775.50		25,850.33	12,925.17		38,775.50	5,266.97				
1	3	32,465.86		21,643.91	10,821.95		32,465.86	-10,015.61				
2	4	36,420.32		24,280.21	12,140.11		36,420.32	745.43				
3	5	43,479.97		28,986.65	14,493.32		43,479.97	4,609.57				
4	6	39,441.27		26,294.18	13,147.09		39,441.27	820.70				
5	7	40,580.92		27,053.95	13,526.97		40,580.92	-4,142.82				
6	8											
7	9											
8	10											
9	11											
10	12											
		275,324.31		183,549.54	91,774.77		275,324.31	3,872.77				
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
11	1	29,147.30	30,100.56	40,844.73	27,994.43	29,661.05	27,844.40	23,896.58	25,996.79	24,753.93	23,583.62	23,979.46
12	2	26,196.55	31,229.92	31,478.81	28,447.59	26,533.15	29,344.24	29,299.57	30,734.33	24,718.71	26,180.70	26,360.43
1	3	25,294.52	27,738.49	26,377.06	24,568.17	21,530.00	23,683.28	19,959.74	22,564.02	20,195.43	22,256.16	23,186.37
2	4	30,648.94	24,769.50	32,883.69	25,058.63	27,554.07	22,676.50	20,620.51	20,229.54	21,384.77	22,829.59	22,148.50
3	5	14,195.79	28,593.30	31,784.52	26,081.90	29,969.67	29,940.95	27,563.24	26,149.25	25,256.30	26,037.82	25,439.34
4	6	31,319.40	38,002.62	32,883.69	28,805.00	28,086.66	27,963.69	24,842.75	25,686.62	23,840.64	28,520.43	25,120.73
5	7	31,383.02	34,938.06	35,190.42	32,029.89	29,332.68	25,867.25	25,261.57	28,099.22	25,405.41	26,951.93	25,155.66
6	8	31,383.02	33,203.61	38,136.06	31,093.73	37,390.56	28,395.16	27,059.73	28,180.50	28,266.64	25,334.01	29,080.14
7	9	30,088.19	33,839.09	29,880.56	30,691.94	29,512.70	25,002.07	25,306.79	24,546.53	25,116.42	26,128.75	27,675.62
8	10	32,032.52	33,944.32	27,467.15	30,763.98	28,291.23	24,077.91	23,773.03	22,021.80	24,051.72	25,365.87	24,933.05
9	11	31,079.37	34,279.57	30,310.31	28,570.92	31,722.10	26,511.92	25,346.95	24,222.47	28,785.02	26,396.70	27,466.11
10	12	31,869.95	23,420.81	27,028.93	27,332.52	26,630.02	25,035.52	30,248.59	24,563.93	24,447.35	23,435.45	24,518.14
		344,638.57	374,059.85	384,265.93	341,438.70	346,213.89	316,342.89	303,179.05	302,995.00	296,222.34	303,021.03	305,063.55
		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
11	1	22,536.72	24,057.01	23,979.46	24,675.55	24,083.78	32,111.41	33,022.82	37,571.94	44,160.47		
12	2	27,372.44	24,465.91	26,360.43	26,144.15	26,982.57	33,012.64	36,467.18	33,508.53	38,775.50		
1	3	22,824.08	22,912.94	23,186.37	21,798.90	24,542.26	29,440.59	24,200.49	42,481.47	32,465.86		
2	4	25,455.25	23,002.54	22,148.50	27,217.58	26,678.98	24,889.04	31,085.49	35,674.89	36,420.32		
3	5	31,005.06	28,885.03	25,439.34	26,642.47	36,065.88	40,754.49	38,250.10	38,870.40	43,479.97		
4	6	26,178.62	26,698.83	25,120.73	30,706.06	30,762.24	41,301.05	34,617.62	38,620.57	39,441.27		
5	7	25,983.57	26,421.97	25,155.66	29,033.04	39,594.33	36,362.14	32,524.40	44,723.74	40,580.92		
6	8	29,758.87	28,503.38	29,080.14	29,713.96	36,086.44	32,862.52	57,563.48	40,265.95	-		
7	9	26,768.47	28,910.92	27,675.62	30,197.91	33,743.11	31,922.40	39,492.86	39,876.05	-		
8	10	24,132.92	25,941.78	24,933.05	27,903.04	33,466.08	35,152.34	47,883.67	42,912.29	-		
9	11	27,208.47	27,952.39	27,466.11	27,061.68	33,355.07	41,124.66	42,297.20	39,939.46	-		
10	12	23,731.85	24,026.28	24,518.14	30,373.16	32,433.60	34,240.22	46,542.16	42,838.51	-		
		312,956.32	311,778.98	305,063.55	331,467.50	377,794.34	413,173.50	463,947.47	477,283.80	275,324.31		

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number		Current Period	Year-To-Date	Annual Budget	Year-To-Date
		Jul 2024	Jan 2024	Jan 2024	Jan 2024
		Jul 2024 Actual	Jul 2024 Actual	Dec 2024	Jul 2024 Variance
Revenue & Expenditures					
General Revenues					
Revenue					
4000	City Sales Tax	40,580.92	275,324.31	470,000.00	194,675.69
4001	Merchant Fees	50.00	3,990.00	5,500.00	1,510.00
4002	Mun. Aid Income	2,750.02	9,766.72	15,000.00	5,233.28
4003	Property Tax	2,178.05	33,067.71	60,000.00	26,932.29
4004	Alcohol Permit Fees	589.83	589.83	1,900.00	1,310.17
4005	Sharp County Sales Tax	16,029.17	107,994.63	180,000.00	72,005.37
4006	Franchise Tax	14,108.96	52,217.78	70,000.00	17,782.22
4007	Interest	0.28	2.81	10.00	7.19
4008	Interest Income	1,021.91	6,708.26	7,500.00	791.74
4011	Misc. Income		288.26	1,200.00	911.74
	Revenue	\$77,309.14	\$489,950.31	\$811,110.00	\$321,159.69
	Records included in total = 10				
	Gross Profit	\$77,309.14	\$489,950.31	\$811,110.00	
	Records included in total = 1				
	Revenue Less Expenditures	\$77,309.14	\$489,950.31	\$811,110.00	
	Records included in total = 1				
	Net Change in Fund Balance	\$77,309.14	\$489,950.31	\$811,110.00	
	Records included in total = 1				

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number	Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Administrative Dept.				
Revenue				
4009		333.40		-333.40
		Revenue	\$333.40	-\$333.40
		Records included in total = 1		
		Gross Profit	\$333.40	
		Records included in total = 1		
Expenses				
5110	3,784.62	28,384.65	49,200.00	20,815.35
5111	3,255.56	14,436.94	24,024.00	9,587.06
5116	600.00	5,200.00	9,600.00	4,400.00
5120	769.35	5,396.86	5,066.76	-330.10
5122		1,100.00	1,100.00	
5130	577.57	3,728.38	6,493.54	2,765.16
5140	168.43	1,269.60	2,196.72	927.12
5147		0.00	300.00	300.00
5170		6,880.00	6,880.00	
5220	750.00	4,500.00	9,000.00	4,500.00
5221		0.00	1,500.00	1,500.00
5270	19.99	2,764.95	4,000.00	1,235.05
5299		5,000.00	7,500.00	2,500.00
5310		1,158.75	1,000.00	-158.75
5311		12.25	11,502.19	11,489.94
5320		153.82	1,000.00	846.18
5411		0.00	200.00	200.00
5414	78.65	270.10	2,500.00	2,229.90
5415	280.00	680.00	960.00	280.00
5530	209.66	2,357.72	3,500.00	1,142.28
5531	26.88	183.79	600.00	416.21
5534	448.79	2,677.01	4,600.00	1,922.99
5611	272.00	549.08	800.00	250.92
5630	57.17	198.39	1,500.00	1,301.61
5660	172.81	3,170.96	3,000.00	-170.96
5710	233.42	1,651.99	3,000.00	1,348.01
5720		0.00	100.00	100.00
5721	798.78	1,744.94	5,600.00	3,855.06
5730		39.00	200.00	161.00
5750		268.05	1,000.00	731.95
5960		2,653.79	5,000.00	2,346.21
	Expenses	\$12,503.68	\$96,431.02	\$172,923.21
	Records included in total = 31			
	Revenue Less Expenditures	(\$12,503.68)	(\$96,097.62)	(\$172,923.21)
	Records included in total = 1			
	Net Change in Fund Balance	(\$12,503.68)	(\$96,097.62)	(\$172,923.21)
	Records included in total = 1			

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparison
7/1/2024 to 7/31/2024

Account Number	Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
City Properties				
Expenses				
5310		179.11	200.00	20.89
5315		216.45	700.00	483.55
5531	21.80	151.30	250.00	98.70
5660		21.95	200.00	178.05
5831		0.00	110.00	110.00
5832		0.00	700.00	700.00
	Expenses	\$21.80	\$568.81	\$2,160.00
	Records included in total = 6			\$1,591.19
	Revenue Less Expenditures	(\$21.80)	(\$568.81)	(\$2,160.00)
	Records included in total = 1			
	Net Change in Fund Balance	(\$21.80)	(\$568.81)	(\$2,160.00)
	Records included in total = 1			

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number	Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Fire Act 833				
Revenue				
0006		0.00	22,330.77	22,330.77
4008	1.09	7.21	12.00	4.79
4302	13,351.35	13,351.35	15,000.00	1,648.65
	Revenue	\$13,352.44	\$37,342.77	\$23,984.21
	Records included in total = 3			
	Gross Profit	\$13,352.44	\$37,342.77	
	Records included in total = 1			
Expenses				
5868		10,906.74	10,906.74	
	Expenses	\$10,906.74	\$10,906.74	
	Records included in total = 1			
	Revenue Less Expenditures	\$13,352.44	\$26,436.03	
	Records included in total = 1			
	Net Change in Fund Balance	\$13,352.44	\$26,436.03	
	Records included in total = 1			

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number		Current Period	Year-To-Date	Annual Budget	Year-To-Date
		Jul 2024 Jul 2024 Actual	Jan 2024 Jul 2024 Actual	Jan 2024 Dec 2024	Jan 2024 Jul 2024 Variance
Fire Dept.					
Revenue					
0002	Beg. Cash Fire Dep		0.00	357.52	357.52
4009	Reimbursement for Exp. Paid		137.99		-137.99
4011	Misc. Income		540.00	300.00	-240.00
4016	Fire Dues	425.00	5,350.00	7,000.00	1,650.00
4021	Police/ Fire Dept. Fundraiser		6.00		-6.00
4028	Lopfi I Premium Tax Credit		0.00	3,800.00	3,800.00
4205	Permit Fees	10.00	250.00	500.00	250.00
4301	Fire Dept. Fire Tax		0.00	2,000.00	2,000.00
	Revenue	\$435.00	\$6,283.99	\$13,957.52	\$7,673.53
	Records included in total = 8				
	Gross Profit	\$435.00	\$6,283.99	\$13,957.52	
	Records included in total = 1				
Expenses					
5110	Salary	1,664.00	12,480.00	21,632.00	9,152.00
5111	Salaries - Hourly	3,503.75	23,962.38	43,156.00	19,193.62
5120	Health Insurance	99.11	2,450.45	5,066.76	2,616.31
5130	Payroll Taxes Expense	398.49	2,842.55	6,099.01	3,256.46
5141	LOFI	60.00	420.00	900.00	480.00
5145	Retirement Expense- LOPFI	580.44	5,550.72	10,284.07	4,733.35
5147	Survial Flight		0.00	600.00	600.00
5171	Insurance-volunteers		260.00	260.00	
5270	Computer Service & Maintance		2,157.00		-2,157.00
5310	Insurance Expense - Building		2,400.87	2,100.00	-300.87
5410	Supplies-Batteries		154.50	500.00	345.50
5411	Vehicle Maintenance - Repairs	244.22	3,740.29	10,000.00	6,259.71
5414	Building Maint. & Repair	102.07	518.42	5,000.00	4,481.58
5416	SCBA Maintenance		868.84	2,000.00	1,131.16
5417	Compressor Maintenance Expense	378.46	378.46	1,000.00	621.54
5419	Equipment Certification		4,475.39	2,500.00	-1,975.39
5420	Small Equipment Repair & Tools		1,961.73	2,000.00	38.27
5530	Utilities - Electric	229.83	1,594.62	4,000.00	2,405.38
5531	Water	86.75	486.01	550.00	63.99
5532	Propane Gas		1,058.65	500.00	-558.65
5534	Telephone	187.65	1,275.57	2,000.00	724.43
5610	Office Supplies		0.00	300.00	300.00
5611	Postage		10.80	50.00	39.20
5630	Fuel Expense- gasoline, Diesel	165.61	1,594.97	5,000.00	3,405.03
5650	Medical Supplies		0.00	750.00	750.00
5651	Fire Prevention Materials		309.35	500.00	190.65
5660	Supplies Expense - General Ope	78.47	1,272.67	1,000.00	-272.67
5670	Uniforms		875.78	1,500.00	624.22
5720	Travel & Meetings		96.00		-96.00
5730	Dues & Subscriptions		120.00	750.00	630.00
5750	Education-Training & Schools	471.48	706.48	2,300.00	1,593.52
5942	Sharp Co. American Rescue Ex		0.00	195.19	195.19
5943	Fire Wise Expenitures		0.00	500.00	500.00
5945	Personal Protection Equipment		2,192.18	7,000.00	4,807.82
5947	Foam Equipment		0.00	1,000.00	1,000.00
5951	Police&Fire Fun Raise/ Donate		57.15	162.33	105.18
5957	Fire Truck Payment- FNBC		0.00	10,026.19	10,026.19
5960	Computer Equipment & Software		288.00		-288.00
	Expenses	\$8,250.33	\$76,559.83	\$151,181.55	\$74,621.72
	Records included in total = 38				
	Revenue Less Expenditures	(\$7,815.33)	(\$70,275.84)	(\$137,224.03)	
	Records included in total = 1				
	Net Change in Fund Balance	(\$7,815.33)	(\$70,275.84)	(\$137,224.03)	
	Records included in total = 1				

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number	Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Other General Rev & Exp				
Revenue				
4014				
Grants		0.00	6,000.00	6,000.00
		Revenue	\$0.00	\$6,000.00
			\$6,000.00	\$6,000.00
		Records included in total = 1		
		Gross Profit		
		\$0.00	\$6,000.00	
		Records included in total = 1		
Expenses				
5309				
Cost of General Election		0.00	1,300.00	1,300.00
5312	206.04	1,526.80	2,500.00	973.20
Street Lights				
5313		4,500.00	6,000.00	1,500.00
911				
5314	1,250.00	3,750.00	5,000.00	1,250.00
Airport				
5317		1,000.00	1,000.00	
Tri-County Recycling				
5942		0.00	6,000.00	6,000.00
Tri-County Waste Grant Expend				
		Expenses	\$1,456.04	\$10,776.80
			\$21,800.00	\$11,023.20
		Records included in total = 6		
		Revenue Less Expenditures		
		(\$1,456.04)	(\$10,776.80)	(\$15,800.00)
		Records included in total = 1		
Other Expenses				
5870				
Transfer To S/F/P Bank account	13,526.97	91,774.77	160,000.00	68,225.23
		Other Expenses	\$13,526.97	\$91,774.77
			\$160,000.00	\$68,225.23
		Records included in total = 1		
		Net Change in Fund Balance		
		(\$14,983.01)	(\$102,551.57)	(\$175,800.00)
		Records included in total = 1		

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Planning & Zoning Commission					
Revenue					
4502	Building permits		1,634.00	2,500.00	866.00
4503	Zoning Fee		0.00	150.00	150.00
	Revenue		\$1,634.00	\$2,650.00	\$1,016.00
	Records included in total = 2				
	Gross Profit		\$1,634.00	\$2,650.00	
	Records included in total = 1				
Expenses					
5111	Salaries - Hourly	112.00	1,008.00	1,456.00	448.00
5115	Building/Code Inspector Pay	50.00	1,650.00	6,500.00	4,850.00
5117	Planning Commission Pay		1,150.00	3,600.00	2,450.00
5120	Health Insurance	21.46	178.23	240.00	61.77
5130	Payroll Taxes Expense	12.50	296.31	1,079.03	782.72
5140	Retirement Expense-AR Diamond	3.36	30.24	43.68	13.44
5320	Advertising - Publications		139.70	50.00	-89.70
	Expenses	\$199.32	\$4,452.48	\$12,968.71	\$8,516.23
	Records included in total = 7				
	Revenue Less Expenditures	(\$199.32)	(\$2,818.48)	(\$10,318.71)	
	Records included in total = 1				
	Net Change in Fund Balance	(\$199.32)	(\$2,818.48)	(\$10,318.71)	
	Records included in total = 1				

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number		Current Period	Year-To-Date	Annual Budget	Year-To-Date
		Jul 2024 Jul 2024 Actual	Jan 2024 Jul 2024 Actual	Jan 2024 Dec 2024	Jan 2024 Jul 2024 Variance
Police Dept.					
Revenue					
0003	Beg. Cash Police Dept.		0.00	32,665.14	32,665.14
4009	Reimbursement for Exp. Paid	8,884.68	8,884.68		-8,884.68
4019	Sale of Surplus Propterty		7,200.00		-7,200.00
4025	State of Ark Local Tax Rebate		287.03		-287.03
4028	Lopfi I Premium Tax Credit		0.00	14,000.00	14,000.00
4200	Tickets- fines	2,860.50	14,404.88	25,000.00	10,595.12
4201	Report Fees	20.00	240.00	500.00	260.00
	Revenue	\$11,765.18	\$31,016.59	\$72,165.14	\$41,148.55
	Records included in total = 7				
	Gross Profit	\$11,765.18	\$31,016.59	\$72,165.14	
	Records included in total = 1				
Expenses					
5110	Salary	3,065.60	22,992.00	41,845.44	18,853.44
5111	Salaries - Hourly	7,988.40	59,306.90	104,624.00	45,317.10
5112	Salaries - Overtime	549.38	1,717.45	1,500.00	-217.45
5118	Part-Time Wages	820.00	9,966.00	10,800.00	834.00
5120	Health Insurance	1,733.10	11,703.79	19,539.84	7,836.05
5130	Payroll Taxes Expense	951.02	7,170.92	13,915.67	6,744.75
5140	Retirement Expense-AR Diamond	4.20	53.76	117.00	63.24
5141	LOFI	36.00	252.00	600.00	348.00
5145	Retirement Expense- LOPFI	2,765.09	18,369.57	32,345.60	13,976.03
5147	Survial Flight		0.00	660.00	660.00
5270	Computer Service & Maintance		0.00	500.00	500.00
5299	Professional service-Contract		174.07	300.00	125.93
5411	Vehicle Maintenance - Repairs	392.18	1,941.23	4,000.00	2,058.77
5412	Tires		891.72	2,500.00	1,608.28
5418	Radios		0.00	1,200.00	1,200.00
5534	Telephone	725.43	4,690.21	5,400.00	709.79
5611	Postage		30.45	100.00	69.55
5630	Fuel Expense- gasoline, Diesel	1,460.00	8,735.39	20,000.00	11,264.61
5660	Supplies Expense - General Ope		165.90	1,300.00	1,134.10
5670	Uniforms		921.17	2,000.00	1,078.83
5681	Ammunitions & Guns		310.11	1,500.00	1,189.89
5730	Dues & Subscriptions	173.78	342.08	225.00	-117.08
5750	Education-Training & Schools		0.00	800.00	800.00
5942	Grant Monies Expenditures	1,276.54	1,276.54		-1,276.54
5950	Bulletproof Vests		1,388.50	2,500.00	1,111.50
5951	Police&Fire Fun Raise/ Donate		0.00	2,665.14	2,665.14
5956	FNBC- Police Car Payment	1,163.60	8,145.20	11,636.00	3,490.80
5960	Computer Equipment & Software		465.39		-465.39
5965	Vehicle Purchase		60,150.62	54,000.00	-6,150.62
	Expenses	\$23,104.32	\$221,160.97	\$336,573.69	\$115,412.72
	Records included in total = 29				
	Revenue Less Expenditures	(\$11,339.14)	(\$190,144.38)	(\$264,408.55)	
	Records included in total = 1				
	Net Change in Fund Balance	(\$11,339.14)	(\$190,144.38)	(\$264,408.55)	
	Records included in total = 1				

General Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparision
7/1/2024 to 7/31/2024

Account Number	Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Fund Balances				
Beginning Fund Balance	748,408.65	762,262.52		
Net Change in Fund Balance	43,799.30	29,945.43	74,711.53	74,711.53
Ending Fund Balance	792,207.95	792,207.95		

Statement of Revenue and Expenditures

Actual V. - Budget Comparison

7/1/2024 to 7/31/2024

Account Number		Current Period	Year-To-Date	Annual Budget	Year-To-Date
		Jul 2024 Jul 2024 Actual	Jan 2024 Jul 2024 Actual	Jan 2024 Dec 2024	Jan 2024 Jul 2024 Variance
Revenue & Expenditures					
Municipal Aid 1/2% Sales Tax					
Revenue					
0004	Beg. Street Aid Monies		0.00	23,615.67	23,615.67
4008	Interest Income	3.03	18.64	25.00	6.36
4213	Municipal Aid - 1/2% Sales	103.40	843.82	2,400.00	1,556.18
	Revenue	\$106.43	\$862.46	\$26,040.67	\$25,178.21
	Records included in total = 3				
	Gross Profit	\$106.43	\$862.46	\$26,040.67	
	Records included in total = 1				
Expenses					
5963	KS STATEBANK	1,059.59	7,417.13	12,715.08	5,297.95
	Expenses	\$1,059.59	\$7,417.13	\$12,715.08	\$5,297.95
	Records included in total = 1				
	Revenue Less Expenditures	(\$953.16)	(\$6,554.67)	\$13,325.59	
	Records included in total = 1				
Other Revenue					
5854	Transfer from Street Fund		0.00	24,000.00	24,000.00
	Other Revenue		\$0.00	\$24,000.00	\$24,000.00
	Records included in total = 1				
	Net Change in Fund Balance	(\$953.16)	(\$6,554.67)	\$37,325.59	
	Records included in total = 1				

Statement of Revenue and Expenditures

Actual V. - Budget Comparision

7/1/2024 to 7/31/2024

Account Number		Current Period	Year-To-Date	Annual Budget	Year-To-Date
		Jul 2024 Jul 2024 Actual	Jan 2024 Jul 2024 Actual	Jan 2024 Dec 2024	Jan 2024 Jul 2024 Variance
Street Dept					
Revenue					
0001	Beg. Bank Bal.		0.00	14,237.54	14,237.54
4008	Interest Income	0.12	1.37	3.00	1.63
4011	Misc. Income		250.00		-250.00
4212	Municipial Aid - Hwy	6,838.35	47,316.51	56,000.00	8,683.49
4215	Sharp County Turnback	482.61	7,396.04	13,000.00	5,603.96
	Revenue	\$7,321.08	\$54,963.92	\$83,240.54	\$28,276.62
	Records included in total = 5				
	Gross Profit	\$7,321.08	\$54,963.92	\$83,240.54	
	Records included in total = 1				
Expenses					
5110	Salary	1,707.20	12,804.00	23,303.28	10,499.28
5111	Salaries - Hourly	3,141.38	24,002.59	42,146.00	18,143.41
5112	Salaries - Overtime	21.75	989.29	3,037.50	2,048.21
5120	Health Insurance	588.59	4,265.40	10,133.52	5,868.12
5130	Payroll Taxes Expense	366.98	2,878.65	6,184.97	3,306.32
5140	Retirement Expense-AR	146.11	1,049.38	2,054.60	1,005.22
5147	Survial Flight		0.00	240.00	240.00
5411	Vehicle Maintenance -		28.74		-28.74
5412	Tires		583.77	2,000.00	1,416.23
5430	All Equipment Repair	469.79	4,456.88	10,000.00	5,543.12
5534	Telephone	47.22	330.48	600.00	269.52
5630	Fuel Expense- gasoline,	1,259.52	8,922.34	20,000.00	11,077.66
5640	Road Expense - Culverts &		0.00	3,000.00	3,000.00
5641	Road Signs Expense		0.00	500.00	500.00
5644	Road Expense - Gravel -	369.37	4,135.71	6,000.00	1,864.29
5645	Road Expense - Road Salt		0.00	350.00	350.00
5646	Road Expense - Cold Mix		3,498.78	20,000.00	16,501.22
5660	Supplies Expense - General	69.04	1,596.87	3,000.00	1,403.13
5680	Small Tools		0.00	300.00	300.00
5868	Loan Payment - 1st		7,383.61	7,383.66	0.05
5869	Evolve Bank & Trust		0.00	10,555.68	10,555.68
5940	Machinery and Equipment		9,651.28	12,500.00	2,848.72
5962	Bobcat Compact Tract	1,222.46	8,478.08	14,827.80	6,349.72
	Expenses	\$9,409.41	\$95,055.85	\$198,117.01	\$103,061.16
	Records included in total = 23				
	Revenue Less Expenditures	(\$2,088.33)	(\$40,091.93)	(\$114,876.47)	
	Records included in total = 1				
Other Revenue					
5884	Transfer From S/F/P	5,000.00	45,000.00	135,000.00	90,000.00
	Other Revenue	\$5,000.00	\$45,000.00	\$135,000.00	\$90,000.00
	Records included in total = 1				
	Net Change in Fund Balance	\$2,911.67	\$4,908.07	\$20,123.53	
	Records included in total = 1				

Street Fund
Statement of Revenue and Expenditures
Actual V. - Budget Comparison
7/1/2024 to 7/31/2024

Account Number	Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Fund Balances				
Beginning Fund Balance	34,127.36	37,874.83		
Net Change in Fund	1,958.51	(1,646.60)	57,449.12	57,449.12
Ending Fund Balance	36,085.87	36,085.87		

Sewer Fund
Statement of Revenue and Expenditures
7/1/2024 to 7/31/2024
Actual V. Budget Comparison

Account Number		Current Period	Year-To-Date	Annual	Year-To-Date
		Jul 2024	Jan 2024	Jan 2024	Jan 2024
		Jul 2024	Jul 2024	Dec 2024	Jul 2024
		Actual	Actual		Variance
Revenue & Expenditures					
Revenue					
0001	Beg. Bank Bal.			59,486.82	59,486.82
4008	Interest Income	16.27	95.75	150.00	54.25
4025	State of Ark Local Tax Rebate	1,321.23	2,065.21	3,500.00	1,434.79
4331	Tap Fees	120.00	120.00	0.00	-120.00
4332	Sewer User Fees	32,272.65	227,100.30	427,960.00	200,859.70
4335	New Service	5,900.00	18,010.00	12,000.00	-6,010.00
	Revenue	\$39,630.15	\$247,391.26	\$503,096.82	\$255,705.56
	Gross Profit	\$39,630.15	\$247,391.26	\$503,096.82	
Expenses					
5110	Salary	1,707.20	12,804.00	23,303.28	10,499.28
5111	Salaries - Hourly	3,141.37	24,002.53	42,146.00	18,143.47
5112	Salaries - Overtime	21.75	989.24	3,037.50	2,048.26
5120	Health Insurance	588.61	4,265.58	10,133.52	5,867.94
5130	Payroll Taxes Expense	367.04	2,878.85	6,184.97	3,306.12
5140	Retirement Expense-AR	146.12	1,049.42	2,054.60	1,005.18
5210	CPA - Auditing			7,000.00	7,000.00
5221	Legal Services		20.00	0.00	-20.00
5231	Testing	310.00	2,565.00	5,000.00	2,435.00
5299	Professional service-Contract		947.69	3,800.00	2,852.31
5310	Insurance Expense - Building		4,838.23	4,200.00	-638.23
5321	Advertising		217.80	0.00	-217.80
5400	Permits			1,040.00	1,040.00
5414	Building Maint. & Repair		775.35	500.00	-275.35
5430	All Equipment Repair	328.86	945.21	4,000.00	3,054.79
5439	New Sewer Equipment		4,315.94	9,500.00	5,184.06
5440	Generator Maintenance		1,295.15	2,500.00	1,204.85
5441	Grinder Pumps		29,085.76	30,000.00	914.24
5442	Switches/floats		4,280.20	10,000.00	5,719.80
5443	Chemical Expense		1,074.46	2,000.00	925.54
5444	Supples - Pipe		162.31	3,000.00	2,837.69
5445	Replacement Account		38,236.62	80,000.00	41,763.38
5446	Sewer Plant-Lift STA Repairs	664.00	20,806.65	0.00	-20,806.65
5520	Waste Disposal	907.86	2,522.74	7,500.00	4,977.26
5530	Utilities - Electric	1,667.78	14,029.19	22,000.00	7,970.81
5531	Water	49.13	959.11	700.00	-259.11
5580	Sewer Pump Maint		2,079.39	0.00	-2,079.39
5610	Office Supplies			600.00	600.00
5611	Postage	283.36	2,260.01	2,700.00	439.99
5660	Supplies Expense - General	167.29	3,366.76	5,000.00	1,633.24
5680	Small Tools			325.00	325.00
5750	Education-Training & Schools			600.00	600.00
5940	Machinery and Equipment		9,651.29	12,500.00	2,848.71
5960	Computer Equipment &		1,890.00	1,790.00	-100.00
	Expenses	\$10,350.37	\$192,314.48	\$303,114.87	\$110,800.39
	Revenue Less Expenditures	\$29,279.78	\$55,076.78	\$199,981.95	

Sewer Fund
Statement of Revenue and Expenditures
7/1/2024 to 7/31/2024
Actual V. Budget Comparison

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Other Expenses					
5820	Bond & Interest Exp USDA	5,016.00	35,112.00	60,192.00	25,080.00
5821	Bond & Interest - Nat. Res.	2,410.58	16,874.06	28,925.96	12,051.90
	Other Expenses	\$7,426.58	\$51,986.06	\$89,117.96	\$37,131.90
	Net Change in Fund Balance	\$21,853.20	\$3,090.72	\$110,863.99	
Fund Balances					
	Beginning Fund Balance	3,053,821.56	3,072,584.04	0.00	
	Net Change in Fund Balance	21,853.20	3,090.72	110,863.99	110,863.99
	Ending Fund Balance	3,075,674.76	3,075,674.76	0.00	

RD Debt Service Reserve
Statement of Revenue and Expenditures
7/1/2024 to 7/31/2024

Account Number	Current Period	Year-To-Date	Annual Budget	Year-To-Date
	Jul 2024 Jul 2024 Actual	Jan 2024 Jul 2024 Actual	Jan 2024 Dec 2024	Jan 2024 Jul 2024 Variance

Revenue & Expenditures

Revenue

0001	Beg. Bank Bal.		0.00	63,445.25	63,445.25
4008	Interest Income	270.76	1,828.91	3,000.00	1,171.09
	Revenue	\$270.76	\$1,828.91	\$66,445.25	\$64,616.34
	Gross Profit	\$270.76	\$1,828.91	\$66,445.25	
	Revenue Less Expenditures	\$270.76	\$1,828.91	\$66,445.25	
	Net Change in Fund Balance	\$270.76	\$1,828.91	\$66,445.25	

Fund Balances

Beginning Fund Balance	65,003.40	63,445.25		
Net Change in Fund Balance	270.76	1,828.91	66,445.25	66,445.25
Ending Fund Balance	65,274.16	65,274.16		

S/F/P Account
Statement of Revenue and Expenditures
Actual vs. Annual Budget Comparison
7/1/2024 to 7/31/2024

Account Number	Account	Current Period Jul 2024 Jul 2024 Actual	Year-To- Date Jan 2024 Jul 2024 Actual	Annual Budget Jan 2024 Dec 2024	Year-To-Date Jan 2024 Jul 2024 Variance
Revenue & Expenditures					
Revenue					
0001	Beg. Bank Bal.	0.00	0.00	\$201,167.93	201,167.93
4000	City Sales Tax	13,526.97	91,774.77	\$160,000.00	68,225.23
4008	Interest Income	14.29	89.94	\$125.00	35.06
	Revenue	\$13,541.26	\$91,864.71	\$361,292.93	\$269,428.22
	Gross Profit	\$13,541.26	\$91,864.71	\$361,292.93	
	Revenue Less Expenditures	\$13,541.26	\$91,864.71	\$361,292.93	
Other Expenses					
5861	Transfer to Street	5,000.00	45,000.00	\$135,000.00	90,000.00
	Other Expenses	\$5,000.00	\$45,000.00	\$135,000.00	\$90,000.00
	Net Change in Fund Balance	\$8,541.26	\$46,864.71	\$226,292.93	
Fund Balances					
	Beginning Fund	239,491.38	201,167.93	\$0.00	
	Net Change in Fund	8,541.26	46,864.71	\$226,292.93	226,292.93
	Ending Fund	248,032.64	248,032.64	\$0.00	

Statement Date 07/31/2024

Accounts General Fund Checking

Companies General Fund

Statement Balance:	\$165,012.31		
- Outstanding Checks:	\$3,881.36	Cleared Checks:	41 \$60,752.01
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	34 \$88,597.66
<hr/>			
Reconciled Balance Per Statement:	\$161,130.95		
Book Balance:	\$161,130.95		
<hr/>			
Difference	\$0.00		
<hr/> <hr/>			

Ref #	Date	Name	Amount
Cleared Checks			
12841	6/4/2024	ASFFA	120.00
12852	6/18/2024	ACCRTA	65.00
12854	6/26/2024	Arkansas Crime Information Center	49.14
12855	6/26/2024	Batesville Typewriter Co. Inc	247.38
12856	6/26/2024	Body Shop Supplies	21.95
12857	6/26/2024	Bonneville Communications Solutions	154.50
12858	6/26/2024	Capital One	436.13
12859	6/26/2024	Card Services Center - MasterCard	548.67
12860	6/26/2024	Fidelity Communications	912.40
12861	6/26/2024	Harps Food Store # 376	24.55
12862	6/26/2024	NAFECO	272.16
12863	6/26/2024	Sharp County E911	1,500.00
12864	6/26/2024	United Police Supply	149.73
12865	6/26/2024	Verizon Wireless	438.95
12866	6/26/2024	Entergy	630.35
12867	7/9/2024	FNBC	1,163.60
12868	7/9/2024	AFD Fire & Rescue	225.00
12869	7/9/2024	B & B Supply of Highland	85.59
12870	7/9/2024	Batesville Typewriter Co. Inc	233.42
12871	7/9/2024	Highland Public Water Authority	135.43
12872	7/9/2024	Richards Heating & Cooling Inc	102.07
12873	7/9/2024	Sharp County Regional Airport	1,250.00
12874	7/9/2024	Sharp Office Supply	141.00
12875	7/9/2024	Steven Burkhart	30.00
12876	7/11/2024	US Post Office Hardy	272.00
12878	7/24/2024	Amazon Capital Services	78.65
12879	7/24/2024	Arkansas Crime Information Center	24.85
12880	7/24/2024	Big Creek Detailing Garage	100.00
12881	7/24/2024	Bumper to Bumper	5.22
12882	7/24/2024	Entergy	645.53
12884	7/24/2024	Fidelity Communications	923.15
12885	7/24/2024	Harps Food Store # 376	24.69
12886	7/24/2024	NAFECO	239.00
12887	7/24/2024	Verizon Wireless	438.72
12888	7/24/2024	Whitney Mullins	280.00
12889	7/25/2024	S/F/P Account	13,526.97
EFT 785	7/5/2024	Payroll Fund	17,472.53
EFT 786	7/10/2024	Payroll Fund	645.90

Ref #	Date	Name	Amount
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Cleared Checks

EFT 787	7/19/2024	Payroll Fund	15,359.00
EFT 790	7/11/2024	LOPFI	96.00
WEX 00018	7/10/2024	WEX BANK	1,682.78

Cleared Checks Totals 60,752.01

Cleared Deposits

	7/31/2024	Interest	85.53
GF - 07 02	7/2/2024	7/2/2024 Deposit	1,028.25
GF - 07 05	7/5/2024	7/5/2024 Deposit	1,721.77
GF - 07 08	7/8/2024	7/8/2024 Deposit	3,105.30
GF - 07 10	7/10/2024	7/10/2024 Deposit	100.00
GF - 07 11	7/11/2024	7/11/2024 Deposit	2,242.36
GF - 07 15	7/15/2024	7/15/2024 Deposit	8,914.68
GF - 07 16	7/16/2024	7/16/2024 Deposit	13,592.90
GF - 07 22	7/22/2024	7/22/2024 Deposit	550.52
GF - 07 25	7/25/2024	7/25/2024 Deposit	125.00
GF - 07 25	7/25/2024	7/25/2024 Deposit	56,610.09
GF - 07 26	7/26/2024	7/26/2024 Deposit	50.00
GF - 07 29	7/29/2024	7/29/2024 Deposit	371.26
GF - 07 31	7/31/2024	7/31/2024 Deposit	100.00

Cleared Deposits Totals 88,597.66

Outstanding Checks

12877	7/24/2024	All-Pro Glass	87.80
12883	7/24/2024	Family Concepts LTD	148.93
12890	7/26/2024	Redline Automotive & Quick Lube	204.38
12891	7/29/2024	Card Services Center - MasterCard	1,413.71
12892	7/30/2024	Jon R. Abele PLC	750.00
12893	7/30/2024	Arkansas Dept of Public Safety	1,276.54

Outstanding Checks Totals 3,881.36

Statement Date 07/31/2024

Accounts First Community GF Reserve

Companies General Fund

Statement Balance:	\$160,234.16		
- Outstanding Checks:	\$0.00	Cleared Checks:	0 \$0.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	1 \$27.14
<hr/>			
Reconciled Balance Per Statement:	\$160,234.16		
Book Balance:	\$160,234.16		
<hr/>			
Difference	\$0.00		
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Ref #	Date	Name	Amount
	7/31/2024	Interest	27.14
		Cleared Deposits Totals	27.14

Statement Date 07/31/2024

Accounts First Community - Fire Act 833

Companies General Fund

Statement Balance:	\$22,625.59		
- Outstanding Checks:	\$0.00	Cleared Checks:	0 \$0.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	2 \$13,352.44
<hr/>			
Reconciled Balance Per Statement:	\$22,625.59		
Book Balance:	\$22,625.59		
<hr/>			
Difference	\$0.00		
<hr/> <hr/>			

Ref #	Date	Name	Amount
Cleared Deposits			
	7/31/2024	Interest	1.09
GF - 07 11	7/11/2024	7/11/2024 Deposit	13,351.35
		Cleared Deposits Totals	13,352.44

Statement Date 07/31/2024

Accounts Street Fund Checking

Companies Street Fund

Statement Balance:	\$5,932.42		
- Outstanding Checks:	\$63.73	Cleared Checks:	12 \$11,408.22
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	7 \$12,424.48
<hr/>			
Reconciled Balance Per Statement:	\$5,868.69		
Book Balance:	\$5,868.69		
<hr/>			
Difference	\$0.00		
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Ref #	Date	Name	Amount
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Cleared Checks

04237	6/26/2024	Tri-County Farm & Ranch Supply	15.34
04238	6/26/2024	Verizon Wireless	47.20
04239	7/9/2024	PNC Equipment Finance	1,222.46
04240	7/9/2024	Arkansas Quality Stone, Inc	369.37
04241	7/9/2024	B & B Supply of Highland	69.04
04242	7/9/2024	Cox Implement Co., Inc.	406.06
04243	7/9/2024	Street Aid Fund	2,000.00
04244	7/24/2024	Murphy Oil Co.	340.27
04245	7/24/2024	Verizon Wireless	47.22
EFT 354	7/5/2024	Payroll Fund	3,369.18
EFT 355	7/19/2024	Payroll Fund	2,602.83
WEX 00015	7/11/2024	WEX BANK	919.25
Cleared Checks Totals			11,408.22

Cleared Deposits

	7/31/2024	Interest	0.12
Street 07 02	7/2/2024	7/2/2024 Deposit	6,941.75
Street 07 11	7/11/2024	7/11/2024 Deposit	482.61
Street 07 24	7/24/2024	7/24/2024 Deposit	5,000.00
Cleared Deposits Totals			12,424.48

Outstanding Checks

04246	7/26/2024	Redline Automotive & Quick Lube	63.73
Outstanding Checks Totals			63.73

Statement Date 07/31/2024
Accounts 1st Community-St. Aid Fund
Companies Street Fund

Statement Balance:	\$30,217.18		
- Outstanding Checks:	\$0.00	Cleared Checks:	1 \$1,059.59
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	2 \$2,003.03
<hr/>			
Reconciled Balance Per Statement:	\$30,217.18		
Book Balance:	\$30,217.18		
<hr/>			
Difference	\$0.00		
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Ref #	Date	Name	Amount
Cleared Checks			
00088	7/2/2024	KS STATEBANK	1,059.59
Cleared Checks Totals			1,059.59
Cleared Deposits			
	7/31/2024	Interest	3.03
Street 07 09	7/9/2024	7/9/2024 Deposit	2,000.00
Cleared Deposits Totals			2,003.03

Statement Date 07/31/2024

Accounts Direct Deposit Account

Companies Direct Deposit Account

Statement Balance:	\$1.00		
- Outstanding Checks:	\$0.00	Cleared Checks:	0 \$0.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	0 \$0.00
<hr/>			
Reconciled Balance Per Statement:	\$1.00		
Book Balance:	\$1.00		
<hr/>			
Difference	\$0.00		
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Ref #	Date	Name	Amount
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Totals _____

Statement Date 07/31/2024

Accounts Payroll Checking Account

Companies Payroll Fund

Statement Balance: \$12,016.20

- Outstanding Checks: \$868.12

+ Outstanding Deposits: \$0.00

Reconciled Balance Per Statement: \$11,148.08

Book Balance: \$11,148.08

Difference \$0.00

Cleared Checks: 27 \$45,570.21

Cleared Deposits: 8 \$45,426.87

Ref #	Date	Name	Amount
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Cleared Checks

	7/5/2024	Goodwin, Cortney L	0.00
	7/5/2024	Manning, John R	0.00
	7/5/2024	Manning, Shaina M	0.00
02242	6/26/2024	Simmons First Trust Company	825.63
02243	7/5/2024	Manning, John R	22.16
02244	7/5/2024	Manning, Shaina M	33.25
02245	7/5/2024	Goodwin, Cortney L	243.80
02246	7/8/2024	Municipal League	4,222.15
02247	7/9/2024	Globe Life	280.84
02248	7/10/2024	Morris, Mary J	92.35
02249	7/10/2024	Burton, Dennis R	92.35
02250	7/10/2024	Casey, Nathan T	92.35
02251	7/10/2024	Adam, Susan N	92.35
02252	7/10/2024	Johns, William F	0.00
02253	7/10/2024	Massey, Kenneth J	92.35
02254	7/10/2024	Thompson, William J	92.35
02255	7/10/2024	Aflac	146.28
2024 07 05 reg pay	7/5/2024	Direct Deposits	13,378.97
2024 07 19 Reg	7/19/2024	Direct Deposits	13,211.48
2024 07-05 Reg	7/5/2024	Direct Deposits	0.00
2024 7/19 Hoiday	7/19/2024	Direct Deposits	803.51
EFT 351	6/21/2024	Dept of Finance & Admin.	731.05
EFT 352	7/5/2024	EFTPS	3,692.12
EFT 353	7/10/2024	EFTPS	91.80
EFT 354	7/19/2024	EFTPS	3,634.26
EFT 356	7/23/2024	Arkansas Department of Workforce	33.11
EFT 358	7/11/2024	LOPFI	3,665.70
Cleared Checks Totals			45,570.21

Cleared Deposits

	7/31/2024	Interest	5.34
Pay 07 05	7/5/2024	7/5/2024 Deposit	24,210.94
Pay 07 10	7/10/2024	7/10/2024 Deposit	645.90
Pay 07 19	7/19/2024	7/17/2024 Deposit	20,564.69
Cleared Deposits Totals			45,426.87

Outstanding Checks

02226	5/15/2024	Johns, William F	92.35
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Ref #	Date	Name	Amount
Outstanding Checks			
EFT 355	7/19/2024	Dept of Finance & Admin.	775.77
Outstanding Checks Totals			868.12

Statement Date 07/31/2024
Accounts First Community Bank Cd 274376
Companies General Fund

Statement Balance:	\$218,673.94		
- Outstanding Checks:	\$0.00	Cleared Checks:	0 \$0.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	1 \$909.24
<hr/>			
Reconciled Balance Per Statement:	\$218,673.94		
Book Balance:	\$218,673.94		
<hr/>			
Difference	\$0.00		
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Ref #	Date	Name	Amount
Cleared Deposits			
	7/31/2024	Interest	909.24
Cleared Deposits Totals			909.24

Statement Date 07/31/2024

Accounts Sewer Revenue -O & M Checking

Companies Sewer Fund

Statement Balance:	\$42,024.41		
- Outstanding Checks:	\$983.64	Cleared Checks:	22 \$26,901.94
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	68 \$39,740.15
<hr/>			
Reconciled Balance Per Statement:	\$41,040.77		
Book Balance:	\$41,040.77		
<hr/>			
Difference	\$0.00		
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Ref #	Date	Name	Amount
Cleared Checks			
.03115	7/11/2024	Goss, Jeffery	13.58
03105	6/24/2024	All Heart Senior Care	46.29
03106	6/26/2024	Arkansas Testing Labs, Inc	310.00
03107	6/26/2024	C.V. Waterworks	154.52
03108	6/26/2024	Card Services Center - MasterCard	522.20
03109	6/26/2024	Entergy	1,692.14
03110	6/28/2024	US Post Office Hardy	273.48
03111	7/9/2024	Arkansas Dept. of Agriculture	2,410.58
03112	7/9/2024	Highland Supply Co. Inc	51.59
03113	7/9/2024	WCN of Arkansas	907.86
03114	7/9/2024	General Fund Checking	25.00
03116	7/11/2024	General Fund Checking	10.00
03120	7/24/2024	Bumper to Bumper	31.03
03121	7/24/2024	C.V. Waterworks	49.13
03122	7/24/2024	Entergy	1,667.78
03123	7/24/2024	Jack Tyler Engineering, Inc	664.00
03124	7/24/2024	RD Short Lived Asset Account	7,000.00
03125	7/24/2024	Capital One	84.67
EFT 591	7/5/2024	Payroll Fund	3,369.23
EFT 592	7/9/2024	Usda Service Center	4,551.00
EFT 593	7/9/2024	Usda Service Center	465.00
EFT 594	7/19/2024	Payroll Fund	2,602.86
Cleared Checks Totals			26,901.94

Cleared Deposits			
	7/31/2024	Interest	16.27
.009628	7/16/2024	Goss, Jeffery	61.42
.009642	7/16/2024	Sewer Revenue & O&M Account	13.58
009634	7/15/2024	Diversified Technology Corp	61.05
009635	7/15/2024	Diversified Technology Corp	76.26
009637	7/15/2024	Diversified Technology Corp	2,059.70
009638	7/15/2024	Diversified Technology Corp	9,571.80
O&M 07 01	7/1/2024	7/1/2024 Deposit	327.68
O&M 07 01	7/1/2024	7/1/2024 Deposit	42.39
O&M 07 02	7/2/2024	7/2/2024 Deposit	588.87
O&M 07 03	7/3/2024	7/3/2024 Deposit	1,238.50
O&M 07 03	7/3/2024	7/3/2024 Deposit	190.50
O&M 07 05	7/5/2024	7/5/2024 Deposit	140.20

Ref #	Date	Name	Amount
Cleared Deposits			
O&M 07 05	7/5/2024	7/5/2024 Deposit	146.88
O&M 07 08	7/8/2024	7/8/2024 Deposit	181.88
O&M 07 08	7/8/2024	7/8/2024 Deposit	4,150.17
O&M 07 09	7/9/2024	7/9/2024 Deposit	828.68
O&M 07 10	7/10/2024	7/10/2024 Deposit	1,207.75
O&M 07 10	7/10/2024	7/10/2024 Deposit	314.18
O&M 07 11	7/11/2024	7/11/2024 Deposit	893.22
O&M 07 11	7/11/2024	7/11/2024 Deposit	313.57
O&M 07 12	7/12/2024	7/12/2024 Deposit	7,159.06
O&M 07 12	7/12/2024	7/12/2024 Deposit	419.99
O&M 07 15	7/15/2024	7/15/2024 Deposit	4,312.60
O&M 07 15	7/15/2024	7/15/2024 Deposit	61.42
O&M 07 15	7/15/2024	7/15/2024 Deposit	142.77
O&M 07 16	7/16/2024	7/16/2024 Deposit	594.88
O&M 07 17	7/17/2024	7/17/2024 Deposit	58.15
O&M 07 17	7/17/2024	7/17/2024 Deposit	284.91
O&M 07 18	7/18/2024	7/18/2024 Deposit	104.09
O&M 07 18	7/18/2024	7/18/2024 Deposit	239.12
O&M 07 19	7/19/2024	7/19/2024 Deposit	285.29
O&M 07 19	7/19/2024	7/19/2024 Deposit	100.00
O&M 07 22	7/22/2024	7/22/2024 Deposit	332.77
O&M 07 23	7/23/2024	7/23/2024 Deposit	146.80
O&M 07 23	7/23/2024	7/23/2024 Deposit	35.50
O&M 07 24	7/24/2024	7/24/2024 Deposit	186.62
O&M 07 25	7/25/2024	7/25/2024 Deposit	60.00
O&M 07 25	7/25/2024	7/25/2024 Deposit	235.98
O&M 07 25	7/25/2024	7/25/2024 Deposit	232.45
O&M 07 26	7/26/2024	7/26/2024 Deposit	1,454.15
O&M 07 29	7/29/2024	7/29/2024 Deposit	120.00
O&M 07 29	7/29/2024	7/29/2024 Deposit	194.63
O&M 07 30	7/30/2024	7/30/2024 Deposit	212.53
O&M 07 31	7/31/2024	7/31/2024 Deposit	297.34
O&M 07 31	7/31/2024	7/31/2024 Deposit	44.55
Cleared Deposits Totals			39,740.15
Outstanding Checks			
03118	7/16/2024	Goss, Jeffery	61.42
03119	7/24/2024	Arkansas Testing Labs, Inc	310.00
03126	7/29/2024	Card Services Center - MasterCard	328.86
03127	7/31/2024	US Post Office Hardy	283.36
Outstanding Checks Totals			983.64

Statement Date 07/31/2024

Accounts RD Debt Service Reserve

Companies RD Debt Service Reserve

Statement Balance:	\$157.00		
- Outstanding Checks:	\$0.00	Cleared Checks:	0 \$0.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	0 \$0.00
<hr/>			
Reconciled Balance Per Statement:	\$157.00		
Book Balance:	\$157.00		
<hr/>			
Difference	\$0.00		
<hr/> <hr/>			

Ref #	Date	Name	Amount
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Totals _____

Statement Date 07/31/2024
Accounts 1st Comm. Debt Resv CD-274375
Companies RD Debt Service Reserve

Statement Balance:	\$65,117.16		
- Outstanding Checks:	\$0.00	Cleared Checks:	0 \$0.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	1 \$270.76
<hr/>			
Reconciled Balance Per Statement:	\$65,117.16		
Book Balance:	\$65,117.16		
<hr/>			
Difference	\$0.00		
<hr/> <hr/>			

Ref #	Date	Name	Amount
Cleared Deposits			
	7/31/2024	Interest	270.76
Cleared Deposits Totals			<u>270.76</u>

Statement Date 07/31/2024

Accounts RD Replacement Reserve

Companies Sewer Fund

Statement Balance:	\$21,468.17		
- Outstanding Checks:	\$0.00	Cleared Checks:	1 \$3,514.01
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	1 \$7,000.00
<hr/>			
Reconciled Balance Per Statement:	\$21,468.17		
Book Balance:	\$21,468.17		
<hr/>			
Difference	\$0.00		
<hr/> <hr/>			

Ref #	Date	Name	Amount
Cleared Checks			
01021	6/26/2024	Jack Tyler Engineering, Inc	3,514.01
Cleared Checks Totals			3,514.01
Cleared Deposits			
O&M 07 24	7/24/2024	7/24/2024 Deposit	7,000.00
Cleared Deposits Totals			7,000.00

Statement Date 07/31/2024
Accounts 1st Communty S/F/P Account
Companies S/F/P Account

Statement Balance:	\$248,032.64		
- Outstanding Checks:	\$0.00	Cleared Checks:	1 \$5,000.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	2 \$13,541.26
<hr/>			
Reconciled Balance Per Statement:	\$248,032.64		
Book Balance:	\$248,032.64		
<hr/>			
Difference	\$0.00		
<hr/> <hr/>			

Ref #	Date	Name	Amount
Cleared Checks			
00089	7/24/2024	Street Fund	5,000.00
Cleared Checks Totals			5,000.00
Cleared Deposits			
	7/31/2024	Interest	14.29
S/F/T 07 25	7/25/2024	7/25/2024 Deposit	13,526.97
Cleared Deposits Totals			13,541.26

Statement Date 07/31/2024

Accounts Sewer Met Deposit - Centennial

Companies Sewer Fund

Statement Balance:	\$13,216.83		
- Outstanding Checks:	\$166.83	Cleared Checks:	14 \$595.88
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	4 \$300.00
<hr/>			
Reconciled Balance Per Statement:	\$13,050.00		
Book Balance:	\$13,050.00		
<hr/>			
Difference	\$0.00		

Ref #	Date	Name	Amount
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Cleared Checks

.01115	7/11/2024	Sewer Revenue & O&M Account	61.42
.01118	7/16/2024	Sewer Revenue & O&M Account	13.58
01106	5/14/2024	Price, Amanda or William	55.88
01112	6/24/2024	All Heart Senior Care	75.00
01114	6/26/2024	Lawrence, Linda	49.50
01116	7/11/2024	Sewer Revenue & O&M Account	40.50
01119	7/17/2024	Pennington, Vaughn	75.00
01120	7/18/2024	Sewer Revenue & O&M Account	75.00
01121	7/24/2024	Sewer Revenue & O&M Account	75.00
01122	7/24/2024	Sewer Revenue & O&M Account	75.00
VOID 01026	10/21/2021	Highland Nutrition	41.12
VOID 01026	7/30/2024	Highland Nutrition	(41.12)
VOID 01104	4/22/2024	Collins, Mary	8.23
VOID 01104	7/30/2024	Collins, Mary	(8.23)
Cleared Checks Totals			595.88

Cleared Deposits

Meter Deposit 07	7/3/2024	7/3/2024 Deposit	75.00
Meter Deposit 07	7/17/2024	7/17/2024 Deposit	75.00
Meter Deposit 07	7/18/2024	7/18/2024 Deposit	150.00
Cleared Deposits Totals			300.00

Outstanding Checks

01018	8/3/2021	Chance, Josh	39.78
01073	5/2/2023	Groff, Constance	5.47
01111	6/24/2024	Trevino, Ermila	37.73
01117	7/11/2024	Happy Feet Too	34.50
01123	7/30/2024	Highland Nutrition	41.12
01124	7/30/2024	Collins, Mary	8.23
Outstanding Checks Totals			166.83

Statement Date 07/31/2024

Accounts First Community USDA Grant

Companies General Fund

Statement Balance:	\$1.17		
- Outstanding Checks:	\$0.00	Cleared Checks:	0 \$0.00
+ Outstanding Deposits:	\$0.00	Cleared Deposits:	0 \$0.00
<hr/>			
Reconciled Balance Per Statement:	\$1.17		
Book Balance:	\$1.17		
<hr/>			
Difference	\$0.00		
<hr/> <hr/>			

Ref #	Date	Name	Amount
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Totals _____

ORDINANCE 2024-03

CITY OF HIGHLAND, ARKANSAS

Page | 1

AN ORDINANCE ADOPTING THE 2020 NATIONAL ELECTRIC CODE; FOR OTHER PURPOSES AND DECLARING AN EMERGENCY TO EXIST

Whereas, the City of Highland, Arkansas, desires to adopt by reference the current edition of the 2020 National Electric Code for use within the City; and

Whereas, the City of Highland, Arkansas, has complied with the requirement of ACA §14-55-207 by publishing a notice of intent to adopt these technical codes by reference in a paper of general circulation within the municipality and three copies of the codes have been available for inspection at City Hall, either electronically or by hard copy, by the public prior to their adoption; and

Whereas, adoption of these codes is necessary to update the codes used within the City

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

Section 1. 2020 NATIONAL ELECTRIC CODE

The City Council does hereby adopt by reference, the 2020 National Electric Code and any subsequent amendments and revisions; the intent of the City Council is to always have the most current version of the Code in effect for the City.

Section 2. MAINTENANCE OF COPIES FOR PUBLIC VIEW AND INSPECTION.

Not less than three (3) copies have been and now are filed in the office of the Clerk or Recorder of the city of Highland, Arkansas, either in electronic form or in hard copy.

Section 3. APPLICATION

From the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the corporate limits of the city of Highland, Arkansas.

Section 4. REPEAL OF CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.

EMERGENCY CLAUSE

In order to provide for the orderly and safe development of the City and to protect the property and lives of its citizens, the City recognizes the need for an up-to-date electrical code for the City, and the City Council of the City of Highland, Arkansas, recognizes and declares an emergency to exist and the passage of this ordinance being necessary to protect the health, safety and welfare of the citizens of the City of Highland, Arkansas, the provisions of this ordinance shall be effective and in full force from and after the date of its adoption.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2024.

Kyle Crawford, Mayor

ATTEST:

Mary Ruth Wiles, Recorder/Treasurer

ORDINANCE 2024-04
CITY OF HIGHLAND, ARKANSAS

Page | 1

AN ORDINANCE ADOPTING THE 2018 ARKANSAS PLUMBING CODE; FOR OTHER PURPOSES AND DECLARING AN EMERGENCY TO EXIST

Whereas, the City of Highland, Arkansas, desires to adopt by reference the current edition of the 2018 Arkansas Plumbing Code for use within the City; and

Whereas, the City of Highland, Arkansas, has complied with the requirement of ACA §14-55-207 by publishing a notice of intent to adopt this technical code by reference in a paper of general circulation within the municipality and three copies of the code have been available for inspection at City Hall, either electronically or by hard copy, by the public prior to their adoption; and

Whereas, adoption of this code is necessary to update the codes used within the City

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

Section 1. 2018 ARKANSAS PLUMBING CODE

The City Council does hereby adopt by reference the 2018 Arkansas Plumbing Code and any subsequent amendments and revisions; the intent of the City Council is to always have the most current version of the Code in effect for the City.

Section 2. MAINTENANCE OF COPIES FOR PUBLIC VIEW AND INSPECTION.

Not less than three (3) copies have been and now are filed in the office of the Clerk or Recorder of the city of Highland, Arkansas, either in electronic form or in hard copy.

Section 3. APPLICATION

From the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the corporate limits of the City of Highland, Arkansas.

Section 4. REPEAL OF CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.

EMERGENCY CLAUSE

In order to provide for the orderly and safe development of the City and to protect the property and lives of its citizens, the City recognizes the need for an up-to-date plumbing code for the City and the City Council of the City of Highland, Arkansas, recognizes and declares an emergency to exist and the passage of this ordinance being necessary to protect the health, safety and welfare of the citizens of the City of Highland, Arkansas, the provisions of this ordinance shall be effective and in full force from and after the date of its adoption.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2024.

Kyle Crawford, Mayor

ATTEST:

Mary Ruth Wiles, Recorder/Treasurer

ORDINANCE 2024-05

CITY OF HIGHLAND, ARKANSAS

Page | 1

AN ORDINANCE ADOPTING THE 2021 ARKANSAS MECHANICAL CODE; FOR OTHER PURPOSES AND DECLARING AN EMERGENCY TO EXIST

Whereas, the City of Highland, Arkansas, desires to adopt by reference the current edition of the 2021 Arkansas Mechanical Code for use within the City; and

Whereas, the City of Highland, Arkansas, has complied with the requirement of ACA §14-55-207 by publishing a notice of intent to adopt this technical code by reference in a paper of general circulation within the municipality and three copies of the code have been available for inspection at City Hall, either electronically or by hard copy, by the public prior to their adoption; and

Whereas, adoption of this code is necessary to update the codes used within the City

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

Section 1. 2021 ARKANSAS MECHANICAL CODE

The City Council does hereby adopt by reference the 2021 Arkansas Mechanical Code and any subsequent amendments and revisions; the intent of the City Council is to always have the most current version of the Code in effect for the City.

Section 2. MAINTENANCE OF COPIES FOR PUBLIC VIEW AND INSPECTION.

Not less than three (3) copies have been and now are filed in the office of the Clerk or Recorder of the city of Highland, Arkansas, either in electronic form or in hard copy.

Section 3. APPLICATION

From the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the corporate limits of the City of Highland, Arkansas.

Section 4. REPEAL OF CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.

EMERGENCY CLAUSE

In order to provide for the orderly and safe development of the City and to protect the property and lives of its citizens, the City recognizes the need for an up-to-date mechanical code for the City, and the City Council of the City of Highland, Arkansas, recognizes and declares an emergency to exist and the passage of this ordinance being necessary to protect the health, safety and welfare of the citizens of the City of Highland, Arkansas, the provisions of this ordinance shall be effective and in full force from and after the date of its adoption.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2024.

Kyle Crawford, Mayor

ATTEST:

Mary Ruth Wiles, Recorder/Treasurer

ORDINANCE 2024-06
CITY OF HIGHLAND, ARKANSAS

Page | 1

AN ORDINANCE ADOPTING THE 2018 ARKANSAS FUEL GAS CODE; FOR OTHER PURPOSES AND DECLARING AN EMERGENCY TO EXIST

Whereas, the City of Highland, Arkansas, desires to adopt by reference the current edition of the 2018 Arkansas Fuel Gas Code for use within the City; and

Whereas, the City of Highland, Arkansas, has complied with the requirement of ACA §14-55-207 by publishing a notice of intent to adopt this technical code by reference in a paper of general circulation within the municipality and three copies of the code have been available for inspection at City Hall, either electronically or by hard copy, by the public prior to their adoption; and

Whereas, adoption of this code is necessary to update the codes used within the City

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

Section 1. 2018 ARKANSAS FUEL GAS CODE

The City Council does hereby adopt by reference the 2018 Arkansas Fuel Gas Code and any subsequent amendments and revisions; the intent of the City Council is to always have the most current version of the Code in effect for the City.

Section 2. MAINTENANCE OF COPIES FOR PUBLIC VIEW AND INSPECTION.

Not less than three (3) copies have been and now are filed in the office of the Clerk or Recorder of the city of Highland, Arkansas, either in electronic form or in hard copy.

Section 3. APPLICATION

From the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the corporate limits of the City of Highland, Arkansas.

Section 4. REPEAL OF CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.

EMERGENCY CLAUSE

In order to provide for the orderly and safe development of the City and to protect the property and lives of its citizens, the City recognizes the need for an up-to-date fuel gas code for the City and the City Council of the City of Highland, Arkansas, recognizes and declares an emergency to exist and the passage of this ordinance being necessary to protect the health, safety and welfare of the citizens of the City of Highland, Arkansas, the provisions of this ordinance shall be effective and in full force from and after the date of its adoption.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2024.

Kyle Crawford, Mayor

ATTEST:

Mary Ruth Wiles, Recorder/Treasurer

ORDINANCE 2024-07

CITY OF HIGHLAND, ARKANSAS

Page 1 of 2

AN ORDINANCE REPEALING ORDINANCES NO.03-28 AND NO. 2016-03 AND ADOPTING THE 2021 ARKANSAS FIRE PREVENTION CODE, CONTAINING FIRE PREVENTION, BUILDING AND RESIDENTIAL CODES, VOLUMES I, II AND III; FOR OTHER PURPOSES AND DECLARING AN EMERGENCY TO EXIST

Be it ORDAINED by the City Council of the City of Highland, Arkansas.

Section 1. ADOPTION OF ARKANSAS FIRE PREVENTION CODE.

The City Council does hereby adopt by reference, the 2021 Edition of the Arkansas Fire Prevention Code consisting of Volume 1 Fire, Volume 2 Building, Volume 3 Residential, and all appendices (also known as the International Building Code with the Arkansas Fire Code exceptions) and any subsequent amendments and revisions; it is the intent of the City Council that the most current version of Code always be in effect for the City.

Section 2. MAINTENANCE OF COPIES FOR PUBLIC VIEW AND INSPECTION.

Not less than three (3) copies have been and now are filed in the office of the Clerk or Recorder of the city of Highland, Arkansas, either in electronic form or in hard copy.

Section 3. APPLICATION

From the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the corporate limits of the city of Highland, Arkansas.

Section 4. REPEAL OF CONFLICTING PROVISIONS

Ordinances No. 03-28 and No. 2016-03 are hereby repealed and all other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. CONFLICT WITH AMERICANS WITH DISABILITY ACT

When the Arkansas Fire Prevention Code conflicts with the 2010 Americans With Disability Act Standard for Accessible Design, the conflicting provisions of 2010 Americans With Disability Act Standard for Accessible Design shall control as provided by Ark. Code Ann. § 12-13-117.

Section 6. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this ordinance.

EMERGENCY CLAUSE

In order to provide for the orderly and safe development of the City and to protect the citizens from unsafe structures and the dangers of fire, the City Council of the City of Highland, Arkansas, recognizes and declares an emergency to exist and the passage of this ordinance being necessary to protect the health, safety and welfare of the citizens of the City of Highland, Arkansas, the provisions of this ordinance shall be effective and in full force from and after the date of its adoption.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2024.

Kyle Crawford, Mayor

ATTEST:

Mary Ruth Wiles, Recorder/Treasurer

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF HIGHLAND, ARKANSAS**

STATE OF ARKANSAS

_____ 1, 2024

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF HIGHLAND, ARKANSAS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of _____ 1, 2024, by and between **Waste Connections of Arkansas, Inc.** (the “Service Provider”), and **the City of Highland, Arkansas** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste (as such term is defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Business Day – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Cart – A receptacle with a capacity of 96 gallons constructed of plastic and provided to each Residential Unit and Commercial Unit by the Service Provider. The Cart has handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance in to the Cart by vectors. Bags must be placed inside the Cart and left at the curb unobstructed.

Commercial Cart Unit – a Commercial Unit that elects to utilize the 96-gallon Carts typically utilized by Residential Units.

Commercial Unit - Any non-containerized, non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste and Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores,

warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

Construction and Demolition Waste – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

Container – Any receptacle, including, but not limited to, Carts, dumpsters, and Roll-Offs, whether utilized by a Residential, Commercial or other application for collecting Municipal Solid Waste or Construction and Demolition Waste.

Customer – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations. Examples of Excluded Waste may be found in the “Not Approved Items” list on Exhibit “A”, attached hereto and incorporated herein.

Hazardous Waste – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

Holidays – The following days:

- (1) New Year’s Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Landfill – Any facility or area of land lawfully receiving Municipal Solid Waste and/or Construction and Demolition Waste for disposal.

Municipal Solid Waste – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Hazardous Waste, Excluded Waste, or the items otherwise found on Exhibit “A”.

Residential Unit – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off – A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Single-Family Residential – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and/or Construction and Demolition Waste.

Solid Waste – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

White Goods – Any item not measuring in excess of either three (3) cubic feet in size or thirty-five (35) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City’s ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along, and across the City’s present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City’s actions), the Service Provider may independently enforce the exclusivity

provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

SECTION 3. OPERATIONS.

A. Scope of Operations. The Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Residential Units and Commercial Units (ii) placed within Carts and/or Roll-Off containers by those Residential Units and Commercial Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste and Construction and Demolition Waste shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT / COMMERCIAL UNIT COLLECTION.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units on a regular schedule of once per week; provided, that (i) such Municipal Solid Waste is placed in Carts provided by Service Provider within five (5) feet of the street, and (ii) such Carts, are placed at the curbside no later than 6:00 a.m. on the scheduled collection day.

B. Commercial Unit Collection. Commercial Units may elect to utilize the Cart service offered to Residential Units in Section 4(a), above (“Commercial Cart Units”). In the event the Commercial Unit elects not to utilize the Cart service, the Service Provider and each Commercial Unit shall contract individually to match the level of service and Container size necessary for the specific Commercial Unit’s Municipal Solid Waste and/or Construction and Demolition Waste needs.

C. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only collect Municipal Solid Waste placed within the Carts provided by the Service Provider. The Service Provider will not be required to provide Service when Carts are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

SECTION 5. SPECIAL COLLECTIONS AND SERVICES

Twice Yearly City-Wide Clean-Up. At no additional cost to the City, the Service Provider will provide two (2) Roll-Off Containers to collect Municipal Solid Waste at the City’s twice-annual community clean-up event. For the avoidance of doubt, Service Provider’s only responsibility as it relates to the event shall be the provision and disposal of the two (2) Roll-Off Containers. The event shall be only for the residents of the City, and shall be scheduled for a time period agreed upon between the City and the Service Provider for the residents to bring unwanted items to discard. The City and Service Provider shall mutually agree upon the dates for the clean-up event. The event shall be only for the residents of the City, for the residents to dispose of unwanted items (which can be found on Exhibit “A”).

SECTION 6. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

SECTION 7. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Service Provider for 600 Residential Units and Commercial Cart Units is **\$19.95**, inclusive of tax, and subject to the Single-Family Residential and Commercial Cart Unit Franchise Fee as detailed in Section 12(a) herein. The Service Provider shall contract with individual Commercial Customers who opt not to utilize Carts as well as Roll-Off Customers.

SECTION 8. RATE ADJUSTMENTS.

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, Garbage and Trash Collection (1982-84 = 100).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass

through documented increases in disposal fees (\$73.80 per ton as of the Effective Date), increases in the Service Provider's costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C. Fuel Adjustments. The rates herein are based upon an initial diesel fuel cost of \$3.63 per gallon. On each anniversary date of the Agreement, the rates shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of ten cents (\$0.10) for every ten cents (\$0.10) increase or decrease in the per gallon price of diesel fuel; provided, however, the rates shall never be reduced below the initial rates set forth herein. The diesel fuel prices shall be determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Midwest (PADD 2). The determination of the price of diesel fuel for the purposes of the fuel adjustments shall be the price published for the immediately preceding Monday prior to such quarter beginning (or the first business day thereafter if such day is a Federal holiday).

D. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

SECTION 9. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 10. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on _____ 1, 2024 and concluding on _____, 2029 (the "Initial Term"). At the expiration of the

Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of five (5) years (each, a “Renewal Term,” and together with the Initial Term, the “Term”).

SECTION 11. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Customer(s) utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units and/or Commercial Units for the purposes of rendering the Services contemplated hereby.

SECTION 12. PROCESSING, BILLING AND FEES.

A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth herein. On the 25th day of each month, the City shall provide to Service Provider a Single-Family Residential Unit and Commercial Cart Unit number count. Monthly billing shall be based upon the then-current rates multiplied by the monthly Single-Family Residential Unit and Commercial Cart Unit number count. The City shall pay all invoiced amounts to the Service Provider upon receipt of each invoice date; provided however, the City may retain a \$.25 per Single-Family Residential and Commercial Cart Unit Franchise Fee from the monthly invoiced amounts owed to Service Provider.

By way of example only, if the City provides the Service Provider a Single-Family Residential Unit and Commercial Cart Unit count of 600, the billing formula shall be as follows:

- Gross Monthly Billing: $600 \times \$19.95 = \$11,970.00$
- Monthly Billing Net Fees: $\$11,970 - \150 (Applicable Unit Count (600) x \$.25 Franchise Fee to be retained by City) = **\$11,820 due to Service Provider**

The City is solely responsible for invoicing and collecting payments from all Residential Customers. The Service Provider is solely responsible for invoicing and collecting payments from all Commercial Units not utilizing Carts and Roll-Off Customers.

For the City's benefit, on each annual anniversary date of this Agreement, the Single-Family and Commercial Cart Unit Franchise Fee shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period.

B. Taxes. The Service Provider shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.

SECTION 13. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste and Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste and Construction and Demolition Waste placed outside of the Containers by any Customer. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit or Commercial Unit instructing the owner or occupant to properly contain such Municipal Solid Waste and Construction and Demolition Waste. Should such excess Municipal Solid Waste and/or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require such Residential Unit or Commercial Unit to purchase an additional Container so the excess Municipal Solid Waste and/or Construction and Demolition Waste will be regularly contained.

SECTION 14. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit or Commercial Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste and/or Construction and Demolition Waste to be removed, the Service Provider may refrain from

collecting all or a portion of such Municipal Solid Waste and/or Construction and Demolition Waste.

B. Notice from a Customer. In the event that the Service Provider fails to collect Municipal Solid Waste and/or Construction or Demolition Waste from a Customer without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste and/or Construction and Demolition Waste within one (1) Business Day of the Service Provider receiving written notice.

SECTION 15. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

SECTION 16. CUSTOMER SERVICE.

The Service Provider shall field all inquiries and complaints from Customers relating to the collection, hauling and disposal of Municipal Solid Waste and/or Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and/or Construction and Demolition Waste.

SECTION 18. PAVEMENT.

The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

SECTION 19. INSURANCE COVERAGES.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City’s request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

SECTION 20. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City’s breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 21. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 22. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 23. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 24. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Arkansas, without giving effect to the conflict of laws rules thereof.

SECTION 25. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 26. ATTORNEYS' FEES. In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

SECTION 27. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Highland, Arkansas
1662 US 62
Highland, AR 72542
Attn: _____

If to the Service Provider:

Waste Connections of Arkansas, Inc.
100 Landfill Road
Cherokee Village, AR 72529
Attn: District Manager

With a Copy to:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

(Remainder of page intentionally left blank.)

PASSED AND APPROVED BY THE CITY OF HIGHLAND, ARKANSAS COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS ____ DAY OF _____, 2024.

SERVICE PROVIDER:

WASTE CONNECTIONS OF ARKANSAS, INC.

CITY:

HIGHLAND, ARKANSAS

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ATTEST:

By: _____
Name: _____
Title: _____