

AGENDA

OSCEOLA CITY COUNCIL REGULAR MEETING
February 21, 2022 5:00 (after public hearing)
303 HALE AVENUE - COUNCIL CHAMBERS

1. PRAYER THEN MEETING CALLED TO ORDER & ROLL CALL by City Clerk Jessica Griffin
2. ACTION: MINUTES: January 17th regular meeting & Special January 31st meeting
3. REPORTS
 - a. Chamber of Commerce/Music Tourism meeting, Wed., Feb 9th @ 11:00 – Megan Owens
 - b. SHIFT, Main Street, Museum
 - c. Department Reports, District Court Report and Financial Report – Melissa Brothers
 - d. Improvement Task Force met on Jan 28th & Feb 11th – See Citywide Service Plan in packet
 - e. Police/Fire open meeting with staff on Feb 9th – See projects report in packet
 - f. OPAR/Golf/Animal Control open meeting with staff on Feb 9th – See projects report in packet
 - g. Code Enforcement open meeting with staff on Feb 10th – See projects report in packet
 - h. Finance/Utility meeting on Feb 10th – See projects report in packet
 - i. Street & Sanitation open meeting with staff on Feb 11th – See projects report in packet
4. UNFINISHED BUSINESS
 - a. Presentation of names of Planning Commission members – See List in packet
5. NEW BUSINESS
 - a. Report: Amanda Lefever, ARML Attorney, Re: Case – Pete Edwards vs. City of Osceola
 - b. Request: Renewal of Grant – Gary's Pizza
 - c. Resolution: Water Department Supplies– Tim Jones
 - d. Resolution: Water meter MTUs for AMI system – Tim Jones
 - e. Resolution: Water line extension to BRS – Tim Jones
 - f. Resolution: Water line meters for extension to BRS – Tim Jones
 - g. Resolution: Home Assistance grant – Cody Shreve
 - h. Resolution: Application for CDBG for Street repair – Cody Shreve
 - i. Discussion: City Council seat redistricting – Councilman Tyler Dunegan
6. ADDRESS THE COUNCIL – Tony Jefferson by Councilman Sandra Brand
7. ANNOUNCEMENTS THEN ADJOURNMENT
 - 1) Community Improvement Task Force – 2nd & 4th Fridays @ 10:00, Feb 25th & March 11th
 - 2) Tues, March 8th @ 4:30 – Public Hearing-Comm. Development Block Grant for street repairs
 - 3) Music Tourism meeting– 2nd WEDNESDAY each month, March 9th @ 11:00, at the Chamber
 - 4) Wednesday, March 9th; Police/Fire @ 3:00
 - 5) Wednesday, March 9th; OPAR/Golf/Animal Control @ 4:00, Chair Sandra Brand
 - 6) Thursday, March 10th; Code Enforcement @ 1:15
 - 7) Thursday, March 10th; Finance/Utilities, @ 4:00, Chair Linda Watson
 - 8) Friday, March 11th; Public Works, @ 9:00
 - 9) Saturday, April 23rd, 9:00-11:00, Countywide Cleanup Day

CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

REGULAR MEETING

January 17, 2022

The Osceola City Council met in Regular Session at the Council Chambers, located at 303 West Hale Avenue, Osceola, Arkansas. The meeting took place on January 17, 2022 at 5:00pm.

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

Council Members Present: Linda Watson, Sandra Brand, Greg Baker, Tyler Dunegan (via phone), and Gary Cooper

Council Members Absent: Stan Williams

Others Present: Melissa Harrison
Stacy Travis

Mayor Wilson called meeting to order and Jessica Griffin called roll. All Council members were present, except Stan Williams who was absent.

Motion was made by Sandra Brand and seconded by Gary Cooper to approve December minutes. All Council Members were in favor.

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

MONTHLY REPORTS ARE AS FOLLOWS:

December 2021	Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)	Budget	100%
Revenue:					
01 - Osceola Light & Power	17,578,588	17,229,383	(349,205)	17,578,588	98%
02 - City General Fund	4,243,833	6,047,788	1,803,955	4,243,833	143%
03 - Street Fund	550,040	627,772	77,732	550,040	114%
04 - Sanitation Fund	958,050	955,695	(2,355)	958,050	100%
Total Funds	23,330,511	24,860,638	1,530,127	23,330,511	107%
Operating Expense:					
01 - Osceola Light & Power	15,232,508	15,414,046	(181,538)	15,232,508	101%
02 - City General Fund	5,932,131	5,812,344	119,787	5,932,131	98%
03 - Street Fund	976,450	773,325	203,125	976,450	79%
04 - Sanitation Fund	1,034,200	1,111,137	(76,937)	1,034,200	107%
Total Funds	23,175,289	23,110,852	64,437	23,175,289	100%
Impact to Surplus:					
01 - Osceola Light & Power	2,346,080	1,815,337	(530,743)	2,346,080	77%
02 - City General Fund	(1,688,298)	235,444	1,923,742	(1,688,298)	-14%
03 - Street Fund	(426,410)	(145,553)	280,857	(426,410)	34%
04 - Sanitation Fund	(76,150)	(155,442)	(79,292)	(76,150)	204%
Total Funds	155,222	1,749,786	1,594,564	155,222	

Resolution was introduced and reads as follows:

RESOLUTION NO. 2022-01

A RESOLUTION CONFIRMING THE CITY'S INTENT TO INCENTIVIZE EXPLORATORY VENTURES, LLC OR A DIFFERENT AFFILIATE OF UNITED STATES STEEL CORPORATION OR BIG RIVER STEEL HOLDINGS LLC TO COMMIT TO DEVELOP A SIGNIFICANT INDUSTRIAL FACILITY WITHIN MISSISSIPPI COUNTY, ARKANSAS, AND NEAR THE CITY OF OSCEOLA, ARKANSAS AND FOR OTHER PURPOSES.

WHEREAS, the City of Osceola, Arkansas (the "City") is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* (the "Act"), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC (the "Company") has evidenced its interest in financing the acquisition of land, construction of infrastructure and improvements, and acquisition and installation of equipment related to a manufacturing facility (the "Project") through the issuance of bonds under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry near the City, and to aid in the financing thereof under the provisions of the Act.

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

Section 1. The City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Project and to have the costs of the Project financed from the proceeds of revenue bonds of the City (the "Bonds") to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed \$3,000,000,000.00. The City confirms its intent to issue Bonds for the purposes stated in this Resolution. The City shall hold a public hearing on the question of the issuance of the Bonds on January 31, 2022 in conjunction with a special meeting of the City Council. The publication of the notice of public hearing is hereby ratified and confirmed.

Section 2. The City and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project may be exempt from ad valorem taxation. The City confirms its intent to

enter into an Agreement for Payments in Lieu of Taxes ("PILOT Agreement") with the Company, providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority. Based on the information available to the City and the Company as of the date of adoption of this Resolution, each intend that the PILOT Agreement will provide for an abatement of 65% percent of the ad valorem taxes that would otherwise be due with respect to the Project. Further, the City and Company intend that the term of the PILOT Agreement will be for 20 years.

The final form of and terms of the PILOT Agreement shall be considered for approval by the City Council after the holding of a public hearing and compliance with the statutory notice requirements of Ark. Code Ann. §§ 14-164-701 *et seq.* at or prior to the meeting of the City Council at which the ordinance authorizing the issuance of the Bonds is considered for approval.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Section 4. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Resolution.

Section 5. All ordinances, orders or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: January 17, 2022

APPROVED:

 By:
Sally Wilson, Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

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

Resolution was passed on the 17th day of January, 2022 and given number 2022-01.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 2022-07

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER AN ECONOMIC INCENTIVE AGREEMENT AND FOR OTHER PURPOSES.

WHEREAS, the City of Osceola, Arkansas (the "City") being desirous of attracting business and economic benefits to the City and Mississippi County, Arkansas intends to enter into an Economic Incentive Agreement (the "Agreement") with Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC (the "Company").

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

Section 1. The Mayor is hereby authorized to negotiate the terms of the Agreement with the Company. The terms shall include the award of a grant to the Company in the amount of \$1,000,000 to be used to reimburse the Company for land and infrastructure costs related to the development of an industrial project on a site that is adjacent to and west and south of the Big River Steel mill (the "Project"). The terms and conditions, including claw-back provisions, included in the Agreement shall mirror the terms and conditions of the grant agreements between the Company and Mississippi County and the State of Arkansas, respectively, in connection with the development of the Project.

Section 2. Upon negotiation of the Agreement in a form that is approved by the Mayor, with the advice of the City Attorney, and mutually agreeable to the Company, the Mayor and City Clerk are authorized to execute and deliver the Agreement to the Company.

Section 3. This Resolution shall be in full force and effect from and after its adoption.


Section 4. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Resolution.

Section 5. All ordinances, orders or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: January 17, 2022

APPROVED:

By:



Sally Wilson, Mayor

ATTEST:

By:


Jessica Griffin, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the City Council of the City of Osceola, Arkansas on the question of the issuance of not to exceed \$3,000,000,000 in principal amount of City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project), in such series as are designated (the “Bonds”) at the special meeting of the City Council to be held at 5:00 p.m., or as soon as the matter comes upon the agenda, on January 31, 2022 at City Hall, 303 West Hale Avenue, Osceola, Arkansas. The Bonds will be issued to finance the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment for the manufacture, refinement or processing of steel located on over 2,000 acres within all or portions of Sections 35 and 36 in Township 12 North, Range 10 East of the Osceola District of Mississippi County and Sections 29, 30, 31, and 32 in Township 12 North, Range 11 East of the Osceola District of Mississippi County and located south and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the “Project”) related to the operations of Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC (the “Company”). The Project will be leased by the City to the Company. Any person interested may appear and express their views on the proposed issuance of the Bonds, and such views and comments will be considered by the City Council. This notice is given pursuant to the Arkansas Revenue Bond Act of 1987 and the Municipalities and Counties Industrial Development Revenue Bond Law. The City Council will conduct such hearing in compliance with applicable public health directives.

Dated this 16th day of January, 2022.

City of Osceola, Arkansas


/s/ Sally Wilson, Mayor

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

Resolution was passed on the 17th day of January, 2022 and given 2022-02.

Mayor announced public meeting related to the US/BRS bond issue on January 31, 2022.

The next resolutions pertaining to the 2022 Budget and Utility Budget, were tabled. Motion was made by Greg Baker and seconded by Sandra Brand to table both resolutions until 1/31/22. All Council Members were in favor.

The following resolutions were introduced and read as follows:

RESOLUTION NO. 2022- 03
CITY OF OSCEOLA, ARKANSAS

A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 312 MYRON KELLY IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES; AND FOR OTHER PURPOSES.

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

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

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **Lot 7 Block 3 WJ Driver Add** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number 301-01025-000 and more commonly known as 312 Myron Kelly, Osceola, Arkansas)

A copy of the Resolution shall also be mailed to **Eddie Jean Finley PO BOX 305 Osceola, AR 72370**

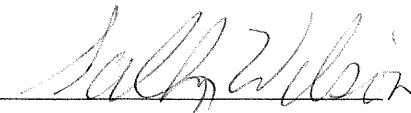
SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.


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

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of January 2022.

CITY OF OSCEOLA, ARKANSAS

By: 
Mayor Sally Wilson

ATTEST 
City Clerk

RESOLUTION NO. 2022-04
CITY OF OSCEOLA, ARKANSAS

A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 415 W BARD IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES; AND FOR OTHER PURPOSES.

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

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

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because of such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **LT 8 BLK 33 TOWNSITE ADD 415 W BARD** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number 301-02866-000 and more commonly known as 415 W Bard Osceola, Arkansas)

A copy of the Resolution shall also be mailed to **420 W JOHNSON OSCEOLA, AR 72370**

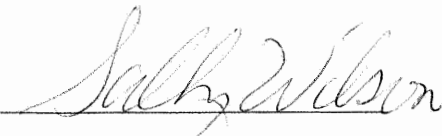
SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

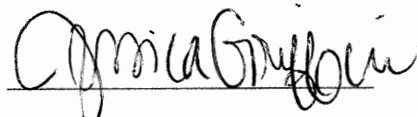
SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of January 2022.

CITY OF OSCEOLA, ARKANSAS

By: 
Mayor Sally Wilson

ATTEST: 
City Clerk

RESOLUTION NO. 2022-05
CITY OF OSCEOLA, ARKANSAS

A RESOLUTION DECLARING CERTAIN BUILDINGS, HOUSES AND OTHER STRUCTURES LOCATED AT 100 WATSON IN THE CITY OF OSCEOLA TO CONSTITUTE A PUBLIC NUISANCE AND CONDEMNING SAID STRUCTURES; AND FOR OTHER PURPOSES.

WHEREAS, the buildings and structures whose location is set forth herein are vacant and have become run down, dilapidated, unsightly, dangerous, obnoxious, unsafe, and not fit for human habitation and detrimental to the public welfare of Osceola citizens and residents; and

WHEREAS, the condition of such property constitutes a serious fire and health hazard to the City of Osceola, and unless immediate actions are taken to remedy this situation by removing, razing, and abating said nuisance, there is a great likelihood that the surrounding property may be destroyed by fire originating from such unsafe and hazardous structures, and also that since the structures are without proper sanitary facilities and as such are unsafe and hazardous and a breeding place for rats, rodents, and other dangerous germ carriers of diseases, such buildings constitute a serious hazard to the health and safety of the citizens of Osceola, and they should be removed or razed for the purpose of eliminating such hazards.

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

SECTION 1: That the City Council hereby declares the buildings, houses, and other structures located at the property identified in Section 2 below to be vacant and run down, dilapidated, unsafe, unsightly, dangerous, obnoxious, unsanitary, a fire hazard, a menace to abutting properties, with the current condition of said structures not being fit for human habitation; and because if such conditions, the City Council declares the same to be condemned as a public nuisance and is ordered abated, removed or razed by the owner thereof.

SECTION 2: That the owner of record of the following described property has been given adequate notice thereof and is hereby directed to raze the same or otherwise abate the said nuisance within (30) days after the posting of a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance described herein, to-wit:

The **W50' LT 33 BLK F HIGHLAND ADD** within the City of Osceola, Arkansas.

(Also shown on tax records as tax parcel number 301-01528-000 and more commonly known as 100 Watson Osceola, Arkansas)

A copy of the Resolution shall also be mailed to **Scales Charles Life Estate 10307 Oxford St Westchester, IL 60154**

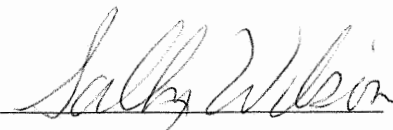
SECTION 3: If the aforementioned structures have not been razed and/ or removed within (30) days after posting a true copy of this Resolution at a conspicuous place upon the structure constituting the nuisance otherwise abated, the structures shall be torn down and/or removed by the Code Enforcement Officer or his duly designated representative or agent.

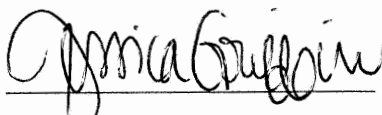
SECTION 4: That the provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder if the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of January 2022.

CITY OF OSCEOLA, ARKANSAS

By: 
Mayor Sally Wilson

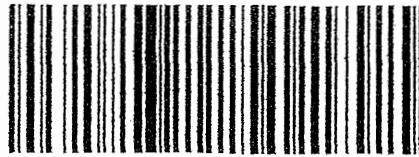
ATTEST: 
City Clerk

312 Myron Kelly



- **City utilities disconnected
February 2016**
- **Windows Broken or Missing**
- **Left wall of Carport is collapsing**
- **Roof has significant damage over
carport**

CODE ENFORCEMENT
P. O. Box 443
Osceola, AR 72370



7018 0360 0000 2046 1239



1666



72370

U.S. POSTAGE PAID
FCM LETTER
OSCEOLA, AR
72370
NOV 18, 21
AMOUNT

\$7.38
R2305E124779-12

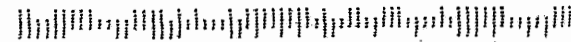
Deceased

11-20-21

Eddie Jean Finley
P.O. Box 305
Osceola, AR 72370

ARKAN.
SALLY LONGO
MAYOR

Do: Property to be Condemned by the City of Osceola
7237030305 8003



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee	\$3.75	0770 12 Postmark Here 11/18/2021
Extra Services & Fees (check box, add fee as appropriate)	\$7.05	
<input type="checkbox"/> Return Receipt (hardcopy)	\$10.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	Postage
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	Total Postage and Fees
Total Postage and Fees	\$7.38	

Sent To *P.O. Box 305*
Street and Apt. No., or PO Box No.
Osceola, AR 72370
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9402 2046 0000 0960 8102



November 15, 2021

Eddie Jean Finley
P.O. Box 305
Osceola, AR 72370

SALLY LONGO WILSON
CITY CLERK

Re: Property to be Condemned by the City of Osceola Arkansas

Eddie Jean Finley:

This letter is to serve as official notice that your property located at 312 Myron Kelly Dr., Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

415 W Bard



- Roofing appears to have damage with missing shingles etc



- City utilities disconnected
June 2016
- Property is abandoned
- Multiple windows and doors missing or broken
- Exterior walls are falling apart or missing large sections
- Parts of the structure is sagging

CERTIFIED MAIL RECEIPT
Domestic Mail Only

7018 0360 0000 2046 1215

For delivery information, visit our website at www.usps.com
OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$7.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

0770
12

Postmark
Here

11/18/2021

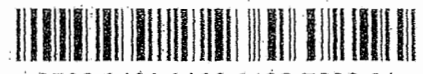
Sent To Jimmie & Linda Luke
Street and Apt. No., or PO Box No. 420 W. Johnson
City, State, ZIP+4® Oscoda, AR 72370

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
420 W Johnson
Oscoda AR 72370



9590 9402 2189 6193 7688 31

2. Article Number (Transfer from service label)
7018 0360 0000 2046 1215

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 L. Olivier Agent
 Addressee

B. Received by (Printed Name) C-19 C. Date of Delivery 11/20/21

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

415 W. Bard

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery



November 15, 2021

Jimmie & Linda Luckie
420 W Johnson
Osceola, AR 72370

SALLY LONGO WILSON
1 303

Re: Property to be Condemned by the City of Osceola Arkansas

Jimmie & Linda Luckie:

This letter is to serve as official notice that your property located at 415 West bard, Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

100 E Watson



- City utilities disconnected in may of 2003
- Property is abandoned
- Roof has damage and shingles are blowing off into nearby properties
- Windows and doors are missing or broken

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X. T. Hardy</p>
<p>1. Article Addressed to:</p> <p>Seales Charles Life Estle 10307 Oxford St Westchester, IL 60154</p>	<p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Coulo - 19 11/15/11-22-21</p>
<p>2. Article Number (Transfer from service label)</p> <p>7018 0360 0000 2046 1208</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery <p>Domestic Return Re</p>



U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
<p>For delivery information, visit our website at www.usps.com</p>	
<p>OFFICIAL USE</p>	
<p>Certified Mail Fee \$3.75</p>	<p>0770</p>
<p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$0.00</p> <p><input type="checkbox"/> Return Receipt (electronic) \$0.00</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$0.00</p> <p><input type="checkbox"/> Adult Signature Required \$0.00</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$0.00</p>	<p>12</p>
<p>Postage \$0.58</p>	<p>Postmark Here</p>
<p>Total Postage and Fees \$7.38</p>	<p>11/18/2021</p>
<p>Sent To Seales Charles Life Estle</p>	
<p>Street and Apt. No., or PO Box No. 10307 Oxford St</p>	
<p>City, State, ZIP+4® Westchester IL 60154</p>	
<p>PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions</p>	

7018 0360 0000 2046 1208



November 15, 2021

SCALES CHARLES LIFE ESTATE
10307 Oxford St
Westchester, IL 60154

SALLY LONGO WILSON
MAYOR

Re: Property to be Condemned by the City of Osceola Arkansas

SCALES CHARLES LIFE ESTATE:

This letter is to serve as official notice that your property located at 100 E Watson, Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

To be considered at
future city council
meetings

Name	Property Address	Mailing Street	Mailing City	Mailing State	Mailing Zip	Last Day of Utility Service	Notes
Decabata Homes II LLC	314 E Hale, Osceola, AR 72370	5078 E County Rd 128	Blytheville,	AR	72315	7/20/2020	property may be in the process of being sold.
Gregory Harris III & Tony McDougal	108 Parkway, Osceola, AR 72370	P.O. Box 900	Osceola,	AR	72370		Property owner has appealed. Plan of action with timeline is being drafted and is slated for delivery to city hall. 1/13/22
Jimenez Geoffrey	406 S Broadway, Osceola, AR 72370	11070 Andasol Ave	Granada Hills	CA	91345	3/14/2013	Waiting on budget approval and research on cost
Dorothy Parnell	145 Cherry Dr., Osceola, AR 72370	145 Cherry	Osceola,	AR	72370	12/4/2017	Conducting further research regarding possible liens or mortgages associated with property
Barbara Coleman	313 N Pearl, Osceola, AR 72370	313 N Pearl	Osceola,	AR	72370	2/9/2015	Conducting further research regarding possible liens or mortgages associated with property

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$3.75
 \$
 Extra Services & Fees (check box, add fee as appropriate) \$7.05
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.58
 Total Postage and Fees \$7.38

0770
 12
 Postmark
 Here
 11/18/2021

Sent To Decabuta Homes II LLC
 Street and Apt. No., or PO Box No. 5078 E County Rd D8
 City, State, ZIP+4® Blytheville, AR 72315

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0360 0000 2046 1178

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Decabuta Homes II LLC
5078 E County Rd D8
Blytheville, AR 72315



9590 9402 5076 9092 0696 87

2. Article Number (Transfer from service label)
 7018 0360 0000 2046 1178

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee
Kassidy O'Neil

B. Received by (Printed Name)
KASSIDY O'NEIL

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No
314
E Hale

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery



November 15, 2021

Decabata Homes II LLC
5078 E County Rd 128
Blytheville, AR 72315

Re: Property to be Condemned by the City of Osceola Arkansas

Decabata Homes II LLC:

This letter is to serve as official notice that your property located at 314 E Hale, Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gregory Harris III
 P.O. Box 900
 Osceola, AR 72370



9590 9402 2189 6193 7694 94

2. Article Number (Transfer from service label)

7018 0360 0000 2046 1192

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Gregory Harris III* Agent
 Addressee

B. Received by (Printed Name)

Gregory Harris III

C. Date of Delivery

11-22-21

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

US Postal Service
 CERTIFIED MAIL RECEIPT

For delivery information, visit our website at www.usps.com

Domestic Mail Only

Certified Mail Fee \$3.75	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.33
Sent To	Gregory Harris III P.O. Box 900 Osceola, AR 72370
City, State, ZIP+4®	Osceola, AR 72370

11/18/2021

Postmark Here 0770 12

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0360 0000 2046 1192



November 15, 2021

Gregory Harris III & Tony McDougal
P.O. Box 900
Osceola, AR 72370

SALLY LONGO WILSON
CLERK

Re: Property to be Condemned by the City of Osceola Arkansas

Gregory Harris III & Tony McDougal:

This letter is to serve as official notice that your property located at 108 Parkway, Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

7018 0360 0000 2046 1185

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®	
OFFICIAL USE	
Certified Mail Fee \$ 3.75	0770 12 Postmark Here 11/18/2021
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ 0.00	
<input type="checkbox"/> Return Receipt (electronic) \$ 0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ 0.00	
<input type="checkbox"/> Adult Signature Required \$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ 0.00	
Postage \$ 0.58	
Total Postage and Fees \$ 7.38	
Sent To Jimenez Geoffry Street and Apt. No., or PO Box No. 11070 Andrus Ave City, State, ZIP+4® Granada Hills CA 91345	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jimenez Geoffry
 11070 Andrus Ave
 Granada Hills Ca 91345



9590 9402 2189 6193 7688 00

2. Article Number (Transfer from service label)
 7018 0360 0000 2046 1185

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee
 X *[Signature]*

B. Received by (Printed Name)
 C. Date of Delivery
 11/18

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |



November 15, 2021

Jimenez Geoffrey
11070 Andasol Ave
Granada Hills CA 91345

SALLY LONGO WILSON
MAYOR

Re: Property to be Condemned by the City of Osceola Arkansas

Jimenez Geoffrey:

This letter is to serve as official notice that your property located at 406 S Broadway, Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

CODE ENFORCEMENT
P. O. Box 443
Osceola, AR 72370

FW
11-20/NSM
RTS



7018 0360 0000 2046 1222



1000



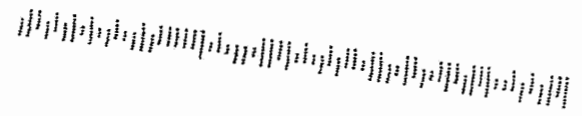
72370

U.S. POSTAGE PA
 FCM LETTER
 OSCEOLA, AR
 72370
 NOV 18, 21
 AMOUNT
\$7.38
 R2305E124779-12

WPC
 Barbara Coleman
 313 N Pearl
 Osceola, AR 72370

RTS
Box 443

Re: Property to be Condemned by the City of Osceola, AR
 72370-032118-0004
 72370-2113



2221 9402 0000 09E0 9102

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®	
OFFICIAL USE	
Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38
Sent To	313 N Pearl Barbara Coleman
Street and Apt. No., or PO Box No.	313 N Pearl
City, State, ZIP+4®	Osceola AR 72370
Certified Mail Number: 0770 12 Postmark Here Date: 11/18/2021	



November 15, 2021

Barbara Coleman
313 N Pearl
Osceola, AR 72370

SALLY LONGO WILSON
MAYOR

Re: Property to be Condemned by the City of Osceola Arkansas

Barbara Coleman:

This letter is to serve as official notice that your property located at 313 N Pearl, Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

9421 9402 0000 0900 RT02

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$3.75
Postage	\$0.58
Total Postage and Fees	\$7.33
Extra Services & Fees (check box, add fee as appropriate)	\$7.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$11.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Sent To	Dorothy Parneil
Street and Apt. No., or PO Box No.	145 Cherry
City, State, ZIP+4®	Osceola, AR 72370
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

0770
12

Postmark
Here

11/18/2021



November 15, 2021

Dorothy Parnell
145 Cherry
Osceola, AR 72370

SALLY LONGO WILSON
MAYOR

Re: Property to be Condemned by the City of Osceola Arkansas

Dorothy Parnell:

This letter is to serve as official notice that your property located at 145 Cherry Dr., Osceola, AR 72370 will go forth in front of the Osceola City Council for Consideration to Condemn for the purpose of demolition at owners expense. If you would like the chance to appeal this decision to the Osceola City Council you will be able to do so at 5:00 P.M. CST on December 20, 2021, at the Osceola Arkansas City Council Meeting at 303 W Hale, Osceola, AR 72370.

Multiple notices have been sent and due to failure to correct said violations this property has resulted in causing a public nuisance and presents a risk to public health and safety. Said property will be considered for condemnation, at above mentioned date, time, and location.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Code Enforcement
City of Osceola Arkansas

Motion was made by Greg Baker and seconded by Gary Cooper.

Roll was called and all Council Members voted aye.

Ordinance was passed on the 22nd day of February, and given number 2021-01.

The next resolution was introduced and reads as follows:

ORDINANCE # 2021-01

Note: Cities are granted authority to raze buildings by ark. Code ann. § 14-56-203. The lien provisions of the sample ordinance are supported by ark. Code ann. § 14-54-904.

Although a city council may declare a building a nuisance, it may do so only in circumstances that would lead a court or jury to find that the building is a nuisance. *McLean v. City of Ft. Smith*, 185 Ark. 582, 48 S.W.2d 228 (1932). To do otherwise will likely result in liability for violation of the rights of the property owner, mortgagees or lienholders.

Therefore, a city should raze or destroy a building only in the most severe circumstances involving danger to the public health or safety, and only with the advice of an attorney. Other less drastic measures, such as fines for building or fire code violations, should be explored first. If removal or destruction of the building is thought to be necessary, the city would be best protected from liability by seeking a prior declaration by a court that the building is a nuisance as provided in Section 10 of the sample ordinance.

Please note that this ordinance has been updated to reflect court decisions requiring that any mortgage and lien holders must be given notice and an opportunity for a hearing. If you have not updated your city's or town's ordinances to reflect these changes, you should do so in order to protect yourself against lawsuits.

AN ORDINANCE PROVIDING FOR THE CONDEMNATION AND REMOVAL OF HOUSES, BUILDINGS AND/OR STRUCTURES CONSTITUTING A NUISANCE WITHIN THE CORPORATE LIMITS; PROVIDING FOR A LIEN ON THE PROPERTY; PROVIDING A PENALTY THEREFOR, AND FOR OTHER PURPOSES.

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

SECTION 1. That it shall be and it is hereby declared to be unlawful for any person or persons, partnership, corporation or association, to own, keep or maintain any house, building and/or structure within the corporate limits of the City of Osceola, Arkansas, which constitutes a nuisance and which is found and declared to be a nuisance by Resolution of the City Council.

SECTION 2. That any such house, building and/or structure which is found and declared to be a nuisance by Resolution of the City Council will be condemned to insure the removal thereof as herein provided.

SECTION 3.

(a) That prior to the consideration of a Resolution by the City Council declaring any house, building and/or structure as a nuisance, the owner(s) and any mortgagee(s) or lienholder(s), of such house, building and/or structure shall be mailed written notification of the date, time and place that the city Council will consider said Resolution. In addition, said notice shall inform the owner(s) and any mortgagee(s) or lienholder(s), of the right to be heard at the City Council meeting on the proposed Resolution declaring such house, building and/or structure to be a nuisance.

(b) Should the owner(s) and mortgagee(s) and/or lienholder(s) of any such house, building and/or structure be unknown or their whereabouts be unknown, or if they do not reside in Arkansas, then a copy of the written notice shall be posted upon said premises and the Mayor or his designee shall make an affidavit setting out the facts as to unknown address, unknown whereabouts and/or non-resident status of said owner(s), mortgagee(s), and lienholder(s). Thereupon, service of publication as now provided by law against unknown and/or non-resident defendant(s) may be had and an attorney ad litem shall be appointed to notify such persons by registered letter addressed to their last known place(s) of residence or business.

SECTION 4. That the Resolution of the City Council condemning any house, building and/or structure which constitutes a nuisance will include in said Resolution an adequate description of the house, building, and/or structure; the name(s), if known, of the owner(s) and mortgagee(s) and/or lienholder(s) thereof; and shall set forth the reason or reasons said house, building and/or structure is or has been condemned as a nuisance.

SECTION 5. After a house, building and/or structure has been found and declared to be a nuisance and condemned by Resolution as herein provided, a true or certified copy of said Resolution will be mailed to the owner(s) and mortgagee(s) and/or lienholder(s) thereof, if the whereabouts of said owner(s) and

mortgagee(s) and/or lienholder(s) thereof be known or their last known address be known, and a copy thereof shall be posted at a conspicuous place on said house, building and/or structure. Provided, that if the owner(s) and mortgagee(s) and/or lienholder(s) of said house, building and/or structure be unknown, or if his or their whereabouts or last known address be unknown, the posting of the copy of said resolution as hereinabove provided will suffice as notice of the condemnation.

SECTION 6. If the house, building and/or structure constituting a nuisance has not been torn down or removed, or said nuisance otherwise abated within thirty (30) days after posting the true copy of the Resolution at a conspicuous place on said house, building and/or structure constituting the nuisance, it will be torn down and/or removed by the Building Inspector or his duly-designated representative.

SECTION 7. The Building Inspector or any other person or persons designated by him to tear down and remove any such house, building and/or structure constituting a nuisance will insure the removal thereof and dispose of the same in such a manner as deemed appropriate in the circumstances and to that end may, if the same have a substantial value, sell said house, building and/or structure, or any saleable materials thereof, by public sale to the highest bidder for cash, ten (10) days' notice thereof being first given by one publication in some newspaper having a general circulation in the City, to insure its removal and the abatement of the nuisance.

SECTION 8. All proceeds of the sale of any such house, building and/or structure, or the proceeds of the sale of saleable materials therefrom and all fines collected from the provisions of this ordinance shall be paid by the person or persons collecting the same to the City Treasurer. If any such house, building and/or structure, or the saleable materials thereof, be sold for an amount which exceeds all costs incidental to the abatement of the nuisance (including the cleaning up of the premises) by the City, plus any fine or fines imposed, the balance thereof will be returned by the City Treasurer to the former owner or owners of such house, building and/or structure constituting the nuisance.

SECTION 9. If the City has any net costs in removal of any house, building or structure, the City shall have a lien on the property as provided by A.C.A. § 14-54-904.

SECTION 10. A fine of not less than Two Hundred Fifty Dollars (\$250.00) nor more than Thousand Dollars (\$1000.00) is hereby imposed against the owner(s) of any house, building and/or structure found and declared to be a nuisance by Resolution of the City Council thirty (30) days after the same has been so found and declared to be a nuisance, and for each day thereafter said nuisance be not abated constitutes a continuing offense punishable by a fine up to Five Hundred Dollars (\$500.00) per day; provided the notice as herein provided in Section 5 hereof has been given within ten (10) days after said house, building and/or structure has been by Resolution found and declared to be a nuisance.

SECTION 11. In the event it is deemed advisable by the City Council that a particular house, building and/or structure be judicially declared to be a nuisance by a Court having jurisdiction of such matters, the City Council is hereby authorized to employ an attorney to bring such an action for said purpose in the name of the City, and the only notice to be given to the owner(s) and mortgagee(s) and/or lienholder(s) of any such house, building and/or structure sought to be judicially declared to be a nuisance will be that as now provided for by law in such cases in a court of equity or Circuit Court. When any such house, building, and/or structure has been declared judicially to be a nuisance by a Court of competent jurisdiction, a fine up to One Thousand Dollars (\$1000.00) is hereby imposed against the owner(s) thereof from the date said finding is made by the Court and for each day thereafter, said nuisance be not abated constitutes a continuing offense punishable by a fine up to Five Hundred Dollars (\$500.00) per day.

SECTION 12. If, for any reason, any portion of this ordinance be held to be invalid, such invalidity shall in no way affect the remaining portions thereof which are valid, but said valid portions shall be and remain in full force and effect.

SECTION 13. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Jessica Griffin

Sally Wilson

Jessica Griffin, City Clerk

Sally Wilson, Mayor

adopted Feb. 22, 2021

Budget Estimate to Demo 3 Houses

Item	Cost
Lab Testing Cost	234
DEQ Notice of Intent	150
Disposal of Property - Landfill	7500
Fuel Cost	1500
2 Employee Time \$40 X 72 hours street Dept Employee equipment Operator	2880
Total	12264

Motion was made by Sandra Brand and seconded by Greg Baker to approve resolution. All Council members were in favor.

Resolution was passed on the 17th day of January, 2022 and given number 2022-03.

On the next resolution, motion was made by Sandra Brand and seconded by Linda Watson to approve the resolution. All Council Members were in favor.

Resolution was passed on the 17th of January, 2022 and given number 2022-04.

On the next resolution, motion was made by Gary Cooper and seconded by Tyler Dunegan to approve the resolution. All Council Members were in favor.

Resolution was passed on the 17th day of January, 2022 and given number 2022-05.

Greg Baker asked about an update on the scout hut.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 202~~1~~-06

A RESOLUTION APPROVING CONTRCT FOR THE INSTALLATION OF AMI WATER METERS AND PAY OUT OF ARPA FUNDS

WHEREAS, the City of Osceola, acting by and through its City Council, needs to install its 2,050 new AMI water meters for the Osceola Water Department; and

WHEREAS, this type of meters is the type purchased for the City's AMI, Advanced Metering Infrastructure system upgrade; and

WHEREAS, on December 19, 2021, the City published an invitation to bid in the Democrat Gazette; and

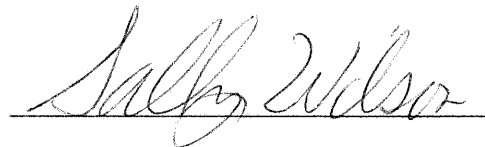
WHEREAS, by the January 6, 2022 deadline, two quotes were submitted from Vanguard Utility Services and from M&E Construction. The Vanguard quote is for \$74.25 per unit. The M & E Construction quote is for \$45.00 per unit with optional ancillary services; and

WHEREAS, the quotes for these meters are included in the council meeting packet; and

WHEREAS, American Rescue Plan Act, ARPA funds can be used to install these water meters.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the Mayor is hereby authorized to accept the M & E Construction Contract quote and pay this expense out of the City's ARPA funds.

PASSED AND APPROVED THIS 17th DAY OF JANUARY 2022.



Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk

Company Summary

M&E Construction is a family operated company that has been in operation for over 31 years in the underground utility business. M&E has operated on the traditional principals of honesty, working hard and client satisfaction. We believe this starts with clear up-front goals, effective communication and developing a strong partnership. M&E continuously researches innovative IT development for a seamless data collection process along with proven operating procedures in the field. Thank you for requesting our services.

Project Overview

Project Name	Osceola Water Meter Replacement
Client	City of Osceola
Completion Term	3 Months
Start Date	

M&E Construction Responsibilities

- Removal of existing Water Meters and installation of like for like of 2050 Deihl Water Meters and Aclara endpoints
- M&E will provide meter replacement work orders and/or upload files to the utility. Updates to the utility billing system will be performed on a mutually agreed basis. (M&E will determine frequency of updates.)
- Provide new water meters gaskets for 3/4", 1" Meters
- Return all removed meters and transmitters to utility.
- Investigate and respond to questions or concerns by utility.

Osceola, AR Responsibilities

- The utility will provide a route listing in meter read order that includes the service address, meter ID to be changed, last read, active or inactive and any other necessary info needed to identification or required by Utility Billing Vendor for upload to M&E a minimum of 10 business days in advance of the anticipated installation start date.

Inventory Management

The installation technicians will sign for the inventory they receive. At the end of their shift, the installation technicians will count uninstalled inventory. The inventory recorded will be reconciled against the completed work order file on a daily basis. Inventory reports will be made available on a periodic basis or upon request. M&E will be responsible for all meter inventory and reconciliation processes until the utility executes final acceptance at project close-out.

Warranty

All meters and transmitters will be warranted by the manufacture of make. M&E does not represent or imply any functionality or warranty terms expressed by manufacture or their representatives. M&E will warranty its craftsmanship within one (1) foot on either side of meter for a period of one (1) year from the time meter was placed in operation as reflected on documentation.

Insurance

Certificates of Insurance: The Contractor upon notice of award will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:

- The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date and its termination date.
- Statement that the Insurer will mail notice to the utility at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

- Take delivery returned material associated with pre-authorized ancillary work performed by M&E.
- The utility will provide a field representative to assist M&E in *coordination* of the installation of the replacement meters where needed. i.e. (locates)
- Timely response to any issues or authorization of additional work (based on prior mutual agreement).

Unit Pricing

M&E will create and send reports of installation progress on a weekly basis. For each completed install M&E will charge according to the rates outlined in the table below.

Description	Quantity	Unit Price
Remove existing Water meters, Install new water meter, Aclara endpoint and program unit	2050	45.00
Ancillary Services (ONLY to be performed if pre-authorized by		

\$92,250

Change Management Process

In providing this Statement of Work, responsibilities have been assumed regarding the scope and requirements of our proposed services; the above pricing is predicated on those assumptions. We do our best to anticipate all potential project requirements. Should any additions or changes be requested that are beyond the Scope and Requirements outlined above, they must be submitted in writing to M&E Construction and a revised Statement of Work must be drafted and approved by all parties.

Terms and Conditions

The services outlined above will be provided on a contractual basis for the stated price, following agreement and signing of this Statement of Work. M&E Construction will require payment of invoices within 30-day terms with the option to bill twice a month. Any services required beyond the scope of this Statement of Work must be negotiated through the Change Management Process.

Assumptions

Scope of Work, General

- M&E assumes project will be substantially completed within 3 months or less of receiving notice to proceed.
- M&E assumes all meters are located outside and are readily accessible.
- M&E assumes that all meters are located in close proximity unless otherwise disclosed and will be released in route and meter read order.
- M&E assumes that the utility will provide initial customer communications.
- M&E assumes that all printed communication materials, such as notification letters and door hangers will be provided by the utility unless otherwise disclosed.
- M&E assumes utility will provide keys for the removal and replacement of locking devices.
- M&E assumes that utility will provide a black-out schedule prior to the project start date. M&E agrees to not disrupt water service to any residence in the project scope area before 7:00 a.m. or after 7:00 p.m. unless arrangements have been made by M&E with the customer for such disruption of service. M&E agrees to coordinate commercial installations with the utility in order to reduce disruption to the business' operations. All work expected to be conducted from 8:00 AM to 5:00 PM, Monday through Friday, with the negotiation of Saturday work when needed.

Scope of Work, Meter Installation

- M&E assumes that all installation material and other necessary supplies (other than new meter gaskets, M&E will provide) will be provided to M&E and will be present at the time of need. Osceola Water Dept. will provide all installation materials for pre-authorized ancillary work as requested by the utility.
- M&E assumes it will return all removed material including water meter, excess dirt/sand to an individual location for sorting and removal by the utility unless otherwise disclosed.
- M&E shall not be responsible for pre-existing conditions of the distribution system or customer piping. Conditions that cause M&E to submit a return to utility "RTU" will be documented and passed back to the utility. M&E will not be responsible for installation of that meter location after utility has corrected said condition without prior agreement. This project consists of shutting off water at each location for meter replacement. Customer pressure reducing valves, water heaters and water filtration systems that fail based on the fact that service was interrupted will not be the responsibility of M&E.

City of Osceola

Signature _____

Date _____

Sworn before me this _____ day of _____, 20__

Notary Signature _____

Print Name _____

M&E **CONSTRUCTION**



AMI / AMR PROJECTS
WATER / GAS / ELECTRIC
GIS / DATA MANAGEMENT
INSERTION VALVES
LARGE METER INSTALLATION

9 W JOHNSTON ST
FORSYTH, GA 31029

478-994-4818

www.mandeconstruction.com



LICENSED CONTRACTOR
GAUC#301271 VA#2705145300
AR#3995400220 SC#G120941

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

M&E Construction

Signature

Mike Ellis, Owner

Date

Sworn before me this _____ day of _____, 20__

Notary Signature _____

Print Name _____

Ancillary Pricing LABOR ONLY

Replace meter setter	\$	35.00
Replace meter box Residential	\$	40.00
Adjust meter box 3/4" - 1"	\$	36.00
Cut hole in metal lid	\$	10.00
Cut hole in plastic	\$	3.00
Replace Lid	\$	2.50
Curbsstop replace 3/4", 1" Labor only	\$	75.00
Repipe UP (TO 2 feet) residential only	\$	40.00
Discovery fee for when we clean out the box and installation cannot be completed do to no fault of M & E	\$	25.00

Arkansas Democrat Gazette

STATEMENT OF LEGAL ADVERTISING

VOS25

OK gjs

CITY OF OSCEOLA
PO BOX 443
OSCEOLA AR 72370

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

ATTN: Sally Wilson

DATE : 12/19/21 INVOICE #: 3254748
ACCT #: L1078245 P.O. #:

For Billing Questions call: 501-399-3660

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

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

Bid

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

DATE	DAY	LINAGE	RATE	DATE	DAY	LINAGE	RATE
12/19	Sun	71	1.57				

TOTAL COST ----- 111.47
Billing Ad #: 75499123

5-01-64

AD COPY

City of Osceola, Arkansas
INVITATION TO BID
Install 2050 Ultrasonic Water Meters

The City of Osceola is accepting bids for the installation and programming of 2,050 ultrasonic, residential water meters. Any questions concerning the bidding process should be addressed to Tim Jones, City of Osceola Water Department by calling (870)565-5245.

Bid is to include the cost to remove the old meters, sizes about 5/8" X 3/4" X 7.5". The bid may include other ancillary pricing. Specifications and addenda shall be obtained at the City of Osceola Water Department. All bids shall be received by Thursday, January 6, 2022 before 10:00 am, by submitting a sealed bid at the City of Osceola, 303 W. Hale, Osceola, AR 72370. A public bid opening and reading will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Osceola shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Osceola encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Osceola encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises. The City of Osceola reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Osceola
By: Sally Wilson, Mayor
Cell 870-822-0574
Ad Dates: 12.19.21
75499123f

J

Charles A McNeice Jr
Subscribed and sworn to before me on this 21
day of Dec, 2021
Deanna Griffin
Signature of Notary Public

OFFICIAL SEAL - #12347408
DEANNA GRIFFIN
NOTARY PUBLIC-ARKANSAS
PULASKI COUNTY
MY COMMISSION EXPIRES: 03-30-26

REQUEST FOR PROPOSAL FOR THE CITY OF OSCEOLA, ARKANSAS

INSTALL 2050 ULTRASONIC WATER METERS



PREPARED JANUARY 6, 2022, BY

VANGUARD UTILITY SERVICE, INC.

ARKANSAS LICENSE NO. 0209030522

Designated Contact:

A handwritten signature in black ink, appearing to read 'Robert Shelton'.

Robert Shelton
Chief Financial Officer
Vanguard Utility Service, Inc.
1421 W. 9th St.
Owensboro, KY 42301
Telephone: 270-926-4646
Email: Sales@vusinc.com
www.vusinc.com



1421 West 9th Street
Owensboro, KY 42301
Phone 270-926-4646
Fax: 270-926-6393
www.vusinc.com

Pricing Summary for
City of Osceola, AR

January 6, 2022

Item	Category	Description	Qty	Unit Price	Extended Price
Water Meter and MTU Replacement					
1	Installation	5/8"x3/4" Ultrasonic Residential Water Meters	2,050	\$74.25	\$152,212.50
Grand Total					\$ 152,212.50

Additional Items

A1		Lid Drilling (Cast Iron)	1	\$9.50	\$9.50
A2		Lid Drilling (Plastic)	1	\$3.50	\$3.50
A3		Lid Replacement	1	\$3.50	\$3.50
A4		Box Replacement (in grass only)	1	\$38.50	\$38.50
A5		Set meter box to grade	1	\$18.50	\$18.50
A6		Replace shut off valve	1	\$65.00	\$65.00
A7		Additional Services, Vanguard will bill an hourly rate per man hour	1	\$85.00	\$85.00
A8		Install new setter (cut-in)	1	\$185.00	\$185.00
A9		Excessive Digging in excess of 3'	1	\$12.50	\$12.50
A10		GPS within 2 meters	1	\$6.50	\$6.50
A11		Revisit Charge	1	\$15.00	\$15.00

Notes

- (1) Price assumes warehousing will be provided by others.
- (2) Price assumes programmers, if required, are provided by others.
- (3) Price assumes that field data will be sent via text, csv, or excel; if a specific format is required, the Utility will be responsible for the cost.
- (4) Price assumes this project is a simple meter change out (like for like exchange).
- (5) Price assumes if a collection of GPS points is required, 1-5 meter accuracy is acceptable.
- (6) Price assumes labor only.
- (7) Price assumes prevailing wage not required.
- (8) Price assumes no bond required.
- (9) Price assumes no modifications to settings.
- (10) Price assumes no plumber is required.
- (11) Price assumes no splicing of wire (i.e. Quick connect).
- (12) Price assumes no running of wire.
- (13) Price assumes 3 attempts to schedule appointment.
- (14) Price assumes door knocking is acceptable.
- (15) Price assumes if there is an inoperable valve or no existing valve, Vanguard may freeze lines or shut off at curb.

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

Resolution was passed on the 17th day of January, 2022 and given number 2022-06.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 2022- 07

A RESOLUTION APPROVING FOR COPY MACHINES SYSTEM'S CONTRACT

WHEREAS, the City of Osceola, acting by and through its City Council, has found that the Departments of City of Osceola are in need of new contract for copying machine/system; and

WHEREAS, the City published a competitive bid ad in the local newspaper on November 16th requesting proposals for up to 19 various copier/fax systems within the city's departments; and

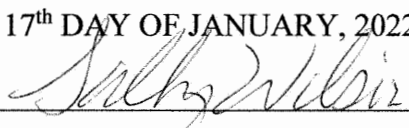
WHEREAS, the city received lease quotes from XMC and MCI, Memphis Communications Corp; and

WHEREAS, currently, MCI contract, that has expired, charges about \$561 per month for three working and eight nonworking machines and XMC charges about \$126 per month for one working machine; and

WHEREAS, the XMC quote is for 6 (six) Xerox VersaLink C405DN and 13 (thirteen) Xerox C230 machines at \$984.73/month. The MCC quote is for 15 (fifteen) Lexmark machines and 4 (four) Toshiba machines at \$1,820 per month. Both quotes require a 63-month lease contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the Mayor is hereby authorized to enter into a 63 month contract with XMC for ~~\$8~~74.73 per month.

PASSED AND APPROVED THIS 17th DAY OF JANUARY, 2022.

 _____ Sally Wilson, Mayor

ATTEST: _____ Jessica Griffin, City Clerk



VersaLink C405DN



Xerox C230



XMC XPERIENCE AGREEMENT



AGREEMENT NO.: 1700146

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Osceola, City of**

ADDRESS: **303 W Hale Ave Osceola AR 72370-2529**

EQUIPMENT AND PAYMENT TERMS

SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
6 Xerox VersaLink C405DN	<input type="checkbox"/>			0	0	.0149	.099
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
1 Xerox C230	<input type="checkbox"/>			1000	0	.015	.135
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above**

METER FREQUENCY: **Monthly**

TERM IN MONTHS: **63**

MONTHLY BASE PAYMENT AMOUNT: **\$984.73** (*PLUS TAX)

PURCHASE OPTION: **Fair Market Value**

PRINT/SCAN XPERIENCE ENHANCEMENT:

WE OFFER THIS OPTIONAL COVERAGE (DESCRIBED IN OUR SEPARATE MAINTENANCE TERMS AND CONDITIONS). UNLESS YOU DECLINE BELOW, YOU WILL BE ENROLLED IN THIS COVERAGE, AND WE MAY BILL YOU FOR THE COVERAGE FEE ON THE SAME INVOICE AS YOUR BASE PAYMENT AMOUNT, FOR YOUR CONVENIENCE.

THE COVERAGE IS BILLED AT \$94.05 PER MONTH.

INITIAL HERE TO DECLINE THIS COVERAGE (IF NOT INITIALED, CUSTOMER WILL BE ENROLLED): DECLINE

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) _____
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

XMC
 OWNER SIGNATURE PRINT NAME & TITLE DATE
 7585 Ae Beaty Dr Ste 101 Bartlett, TN 38133-8960

XMC agrees to perform maintenance service, with respect to the equipment on the agreement, in accordance with the following terms and conditions:

1. **Acceptance** – This order is subject to acceptance only by an authorized representative of XMC. Notice of acceptance is hereby waived by customer.
2. **Condition** – The equipment must be in good condition on the commencement date of this agreement. XMC shall charge for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance agreement with XMC. XMC will invoice the customer for the additional terms.
3. **Transitional Billing** – If we designate as the Agreement commencement date or effective date a date which is later than the date the agreement is/was initiated (as noted by the Agreement Date below), then you shall pay an interim payment for each day, from the date the Agreement is/was initiated until the commencement date, equal to the minimum monthly payment divided by 30. If this Cost Per Image Agreement has no minimum monthly amount (as designated in Schedules A and/or B), we will bill you for actual pages copied or printed and/or charge in each year.
4. **Renewal and Meter Reads** – For equipment on continuing maintenance, the starting meter shall be the last meter billed. For new equipment, the starting meter will be the count after setup and upon delivery. This agreement will be automatically renewed unless otherwise noted in writing by either party at least 30 days before the contract end date at XMC rates and terms in effect at the time of renewal. In the case of overages and cost adjustments, customer agrees to comply with any billing procedures designated by XMC, including notifying us of the meter reading at the end of each cycle. If meter reads are not obtained within the required time frame, XMC reserves the right to estimate meters based on usage history. XMC will provide and/or enable monitoring software/hardware for remote diagnostic purposes, firmware upgrades, meter count retrieval, or any other capability as determined by XMC. At the end of the first year of this agreement and once each successive twelve-month period, we may increase the per copy/print charge and base charge to cover cost increases. A copy/print is defined as one side of one 8.5' x 11'.
5. **Overages** – The customer agrees to pay overage charges if the number of copies metered exceeds the maximum allowable listed on the reverse side. The customer's obligation to pay all charges which have accrued shall survive any termination of this agreement. If scan volumes exceed copy/print volumes, excess scans may be billed at prevailing rate.
6. **Business Hours** – Necessary service calls performed during normal business hours are included in the agreement. "Normal business hours" shall mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays.
7. **Access** – Customer agrees to provide a suitable environment for the equipment as specified by XMC, including adequate space and accessibility, electrical power, temperature control, and to provide XMC full and free access to the equipment to provide maintenance service. Customer shall provide free of charge or validated parking for service vehicles.
8. **Key Operator** – Customer must provide XMC with a "Key Operator" who will perform basic assignments and responsibilities as instructed by XMC. This agreement provides training of persons designated as Key Operators.
9. **Consumable Supplies** – When this agreement includes consumable supplies such as toner, developer and drums, the following conditions apply:
 - a. It will be the manufacturer's average yields which are used to compute the amount of supplies provided to the customer with this agreement.
 - b. When the consumption of supplies exceeds the manufacturer's average yields, then XMC will, at their discretion, charge the customer for the consumable supplies required to complete the remaining copies/prints on this contract.
 - c. Customer agrees to pay XMC any shipping charges on consumable supplies shipped to the customer location. The shipping charges will appear on the customer's regular billing statement. Shipping Fee for supplies is only valid if the customer asks for supplies and is not in error on XMC.
10. **Consumable Supplies Included in this agreement** – Toner related items, drums, imaging consumables. Paper and stales are not Included.
11. **Included Parts and Labor** – XMC will furnish all the parts and labor (as specified or excluded on the reverse side hereof) to keep the equipment in good working order. Maintenance will include lubrication, adjustments and preventative maintenance based upon the specific needs of the individual machine and the replacement of included parts and supplies, all deemed necessary by XMC. Parts required for repair may be recycled or reconditioned, and replaced parts become the property of XMC at its option.
12. **Exclusions** – Separate charges for repairs or replacement of parts due to the following shall be paid for by the customer at XMC current rates for service and parts at time such service is performed:
 - a. Repairs resulting from causes other than normal use; abuse or misuse by the operators (including without limitation damage to photo conductors); accident; theft; neglect; acts of third parties; fire; water; casualty or other natural force.
 - b. Repairs made necessary by service performed by personnel other than XMC.
 - c. Repair of damage or increase in service time caused by the use of any supply item which causes machine damage or excessive service or does not meet the manufacturer's minimum physical property guidelines or specifications.
 - d. Repair of damage or increase in service time caused by the use of the equipment for purposes other than for which designed, or beyond manufacturer's recommended usage, specifications, or applications.
 - e. Repairs to equipment used for non-office purposes.
 - f. Service connected with relocation of equipment.
 - g. Adding or removing accessories.
 - h. Service of accessories, attachments or devices not provided for under the terms of this agreement.
 - i. Service calls resulting directly from operator error or neglect.
 - k. The discontinuation of parts support by the manufacturer or XMC's inability to provide service due to any event beyond its control.
 - l. Installing, removing, re-installing or maintenance of electrical, computer, cabling, software, and/or related equipment, accessories, attachments, option or other devices external to the equipment. Refinishing the equipment, inspecting altered equipment or performing services connected with relocation of equipment. Re-installation or addition of drivers. Troubleshooting, maintenance, or repair of customer network issues.
13. **Print Scan Plus Support** – If selected (for an additional annual, quarterly, or monthly charge), includes phone, remote, and onsite troubleshooting, diagnosis, and repair of issues relating to printing, scanning and faxing. Covers reloading and adding of drivers, scan destinations, and address book entries. XMC technicians must have access to customer representative that has the computer and network administrator passwords. Customer is responsible for creation and maintenance of network infrastructure to support desired network MFP functions. Full reconnect to print and scan after moving a machine is not covered.
14. **Loaner Equipment** – Should the covered equipment require in-shop servicing or will be unusable for a period exceeding 24 hours, customer may request loan equipment, which, if available, will be provided at no additional cost.
15. **Irreparable Equipment** – When in XMC's opinion, the machine is irreparable, XMC reserves the right to cancel this contract (and/or the specific equipment) without penalty to either party.
16. **Delinquency** – If customer's account with XMC is not current, XMC may 1) refuse to service equipment and/or 2) cancel this agreement immediately. If agreement is cancelled, any service, parts or supplies which were rendered during the agreement period will be billed at XMC's then current rates and terms. Any unused consumable items provided by XMC under this agreement will remain the property of XMC and be returned promptly upon termination of this agreement by either party. XMC will invoice for, and customer agrees to pay for, any unused consumable items not returned at contract termination. Customer agrees to pay all collection costs, court costs and reasonable attorney's fees incurred in enforcement of any obligations hereunder by XMC or XMC assignee.
17. **Contract Termination** – This agreement may be terminated effective at the end of the selected term, or thereafter by either party without incurring any liability to the other party as a result of such termination provided thirty (30) days advance written notice of termination is given to the other party. If the term is reached, the agreement will renew on annual terms and termination must be requested within 30 days of the annual renewal date. Notwithstanding the above, either party may terminate this agreement for failure of the other to comply with any of its terms and conditions. Maintenance service performed by XMC after the termination of the agreement shall be charged to the customer at XMC's applicable time and material rate and terms then in effect.
18. In the event of a conflict between the terms of this Maintenance Agreement and the terms of the parties' Managed Print Services Agreement, the terms of the Managed Print Services Agreement shall Control.
19. **Increases in Fee's** - XMC may pass through any increase in fees from Third Party Providers. Customer shall reimburse XMC for any Third-Party Provider fees or charges incurred by XMC on behalf of customer. XMC may increase the rates herein due to increases in fuel, supplies, parts, tariffs, or any other third-party product or service. The continued availability of Third-Party Applications is not within the control of XMC and customer therefore agrees that XMC may cancel and cease to provide any Third-Party Applications with a minimum of fifteen (15) days prior notice at any time without liability to customer. In case of cancellation, XMC will reasonably assist customer in identifying an alternative provider of the Third-Party Applications.

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$99.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERRAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

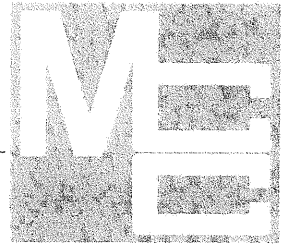
APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.



Communication Systems

PROPOSAL



MEMPHIS COMMUNICATIONS CORPORATION

4771 SUMMER AVENUE
P.O. BOX 770389
MEMPHIS, TN 38122-0389
PH (901) 725-9271 FAX (901) 272-3577
TN LIC # 542
www.memphiscommunications.net

City of Osceola
City Hall / OMLP
303 W. Hale
Osceola, Arkansas 72370
870-563-5245
ATTN: Stacey Travis



DATE: **October 6, 2021**

We are pleased to present the following proposal:

Toshiba Hi-Resolution COLOR Systems

DESCRIPTION	QUANTITY	TERM	TOTAL
<p>TOSHIBA Color Desktop Systems - 42 pages per minute</p> <ul style="list-style-type: none"> • 100-Sheet Single Pass Duplex Scanner – 120 scans per minute 2-sided • Network Scanning (PDF/ Slim PDF / TIFF / JPEG / E-Mail / File / USB) • Network Printing (PCL & PS3 - Mac Compatible) • (1) 550 sheet paper drawer w/ 100 Sheet Bypass – Up to 8.5 x 14 (Legal) • 1200 DPI Print Resolution / Up to 140 lb Index Supported • 201 E-Filing Boxes (Doc Storage) / Up to 1,000 Account User Codes • eBridge Print & Capture App (Free) AirPrint Ready / Envelopes Supported • 320 GB Encrypted Hard Drive / 4 GIG RAM / Dual Core Processor • 10.1 inch Color Touch Screen • Walk-Up USB Printing & Scanning (Scroll through folders) • Includes Delivery, Set-Up, Connect to Network, & Training <p>All Inclusive Maintenance Agreement: <u>Included</u></p> <p>B&W: Includes 4000 copies per month (overages billed @ \$0.012 per page) COLOR: Includes 400 copies per month (overages billed @ \$0.075 per page) <i>Maintenance Agreement includes all toners, drum units, staples, parts, labor, & freight</i> <i>Maintenance Excludes Paper – Monthly Allowance for both systems – overages reconciled quarterly</i></p>	2	63 mo.	<p>\$230/mo</p> <p><i>(both systems & All Inclusive Maintenance Agreement)</i></p> <p>FMV</p>

Shipment, F.O.B. _____ will be approximately _____ after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated. Terms CASH OR LEASE. Major supply costs detailed:

Stacey & Jane's offices in City Hall.
303 W Hale Ave, Osceola, AR 72370

Thank You,

Taylor Hein, 901-833-8377 – Document Solutions

Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse.

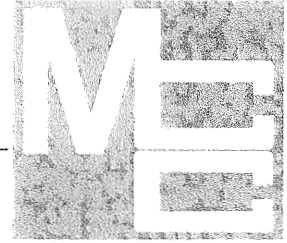
Consider this our order. Our purchase order _____ will follow.
(Number if Known)

Signature _____ Title _____ Date _____



Communication Systems

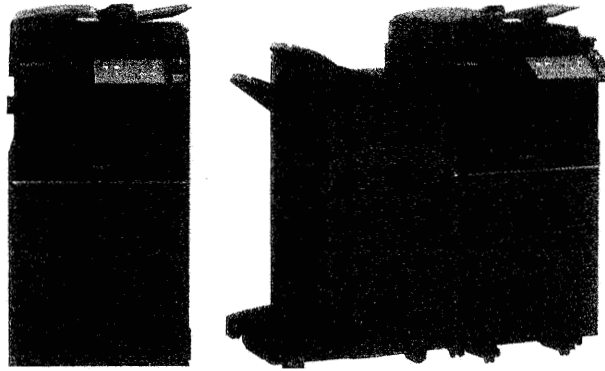
PROPOSAL



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TN LIC # 542
www.memphiscommunications.net

City of Osceola
City Hall / OMLP
303 W. Hale
Osceola, Arkansas 72370
870-563-5245
ATTN: Stacey Travis



DATE: **October 6, 2021**

We are pleased to present the following proposal:

Toshiba *Hi-Resolution* COLOR Systems

DESCRIPTION	QUANTITY	TERM	TOTAL
<p>TOSHIBA HD Color Systems - 45 pages per minute</p> <ul style="list-style-type: none"> • 300-Sheet Single Pass Duplex Scanner – 240 pages per minute scan speed • Network Scanning (PDF/ <i>Slim</i> PDF / TIFF / JPEG / E-Mail / File / USB) • (3) 550 sheet paper drawers w/ 100 Sheet Bypass • 201 E-Filing User Boxes / 1,000 Account Codes / 10 Second Warm-Up • PRE-LAMINATED BANNER PRINTING (12 X 48 INCH) • Network Printing (PCL & PS3 - Mac Compatible) • AirPrint Ready / App for Android / Envelopes Supported • 320 GIG Hard Drive / 4 GIG RAM / Intel Atom Dual Core Processor 1.33 GHz • eBridge Print & Capture App (Free) / 9 inch Color Touch Screen • Walk-Up USB Printing & Scanning (Scroll through folders) • Includes Delivery, Set-Up, Connect to Network, & Training <p>All Inclusive Maintenance Agreement: <u>Included</u></p> <p>B&W: Includes 9000 copies per month (overages billed @ \$0.01 per page) COLOR: Includes 2850 copies per month (overages billed @ \$0.055 per page) <i>Maintenance Agreement includes all toners, drum units, staples, parts, labor, & freight</i> <i>Maintenance Excludes Paper – Monthly Allowance for both systems – overages reconciled quarterly</i></p>	2	63 mo.	<p>\$620 / mo.</p> <p><i>(both systems & All Inclusive Maintenance Agreement)</i></p> <p>FMV Lease</p>

Shipment, F.O.B. _____ will be approximately _____ after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated. Terms CASH OR LEASE. Major supply costs detailed:

This proposal includes one color MFP system with booklet making capabilities and one with fax capabilities.

Thank You,

Taylor Hein, 901-833-8377 – Document Solutions

Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items shown,

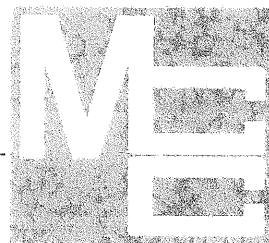
Consider this our order. Our purchase order _____ will follow.
(Number if Known)

By _____ Title _____ Date _____



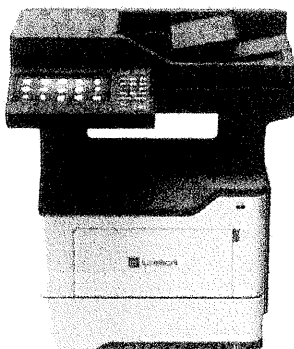
Communication Systems

PROPOSAL



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4771 SUMMER AVENUE
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 MEMPHIS, TN 38122-0389
 PH (901) 725-9271 FAX (901) 272-3577
 TN LIC # 542
 www.memphiscommunications.net



City of Osceola -
 Water Department
 Street Department
 Animal Shelter
 Golf Pro Shop
 City Hall Parking Lot Drive Thru
 ATTN: Stacey Travis

We are pleased to present the following proposal:

Lexmark B&W Print/Copy/Scan/Fax Systems

DESCRIPTION	QUANTITY	TERM	TOTAL
<p>Lexmark B&W 50 PPM MFP – MOBILE READY</p> <ul style="list-style-type: none"> Single Pass 2-Sided Document Feeder (100 sheet capacity) 50 Pages per Minute Print/Copy Speed / Automatic 2-Sided Printing (1) 550 Sheet Paper Drawer / 100 sheet bypass 2 GB RAM / 1200 x 1200 DPI / 1.2 GHz Quad Core Processor 7" Color Touch Screen w/ Customizable Home Screen Shortcuts Network COLOR Scanning: SecurePDF/TIFF/JPEG/PDF/E-Mail/Network-Folder Faxing / Print to Fax / In-Bound Fax Routing Network Printing (PCL6 & Postscript3) 21.5" (H) x 19.3" (W) x 18.8" (D) Walk-Up USB Printing & Scanning Includes Delivery, Set-Up, Connect & Training <p>All Inclusive Maintenance Agreement: Included</p> <p>Each System Includes 2,000 pages per month – Overages Reconciled Quarterly @ \$0.016 per page Includes Parts, Labor, Toner, Photoconductor Kit, Developer & Freight <i>Maintenance Excludes Paper</i></p>	5	63 mo.	<p>\$375 / mo.</p> <p><i>(includes systems All Inclusive Maintenance Agreement)</i></p> <p>FMV Lease</p>

Locations:

- Water Department** - 100 E Semmes Ave, Osceola, AR 72370
- Street Department** - 100 E Semmes Ave, Osceola, AR 72370
- Animal Shelter** - 2501 W Semmes Ave, Osceola, AR 72370
- Golf Pro Shop** - 910 Country Club Rd, Osceola, AR 72370
- City Hall Parking Lot Drive Thru** - 303 W Hale Ave, Osceola

Thank You,

Taylor Hein, 901-833-8377 – Document Solutions

Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items shown,

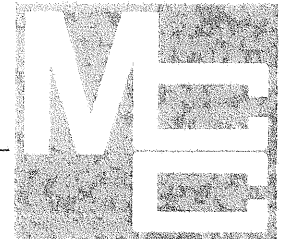
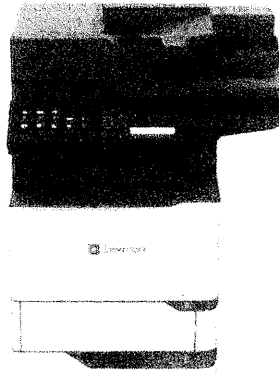
Consider this our order. Our purchase order _____ will follow.
 (Number if Known)

By _____ Title _____ Date _____



Communication Systems

PROPOSAL



MEMPHIS COMMUNICATIONS CORPORATION

4771 SUMMER AVENUE
P.O. BOX 770389
MEMPHIS, TN 38122-0389
PH (901) 725-9271 FAX (901) 272-3577
TN LIC # 542
www.memphiscommunications.net

City of Osceola -
Parks & Rec / Community Center
Fire Department
Police Department
ATTN: Stacey Travis
870-563-5245

DATE: **October 6, 2021**

We are pleased to present the following:
Lexmark High Speed Copy/Print/Scan/Fax Systems

DESCRIPTION	QUANTITY	TERM	TOTAL
<p>Lexmark B&W 65 PPM MFP – MOBILE READY</p> <ul style="list-style-type: none"> • Single Pass Duplexing Document Feeder (200 sheet capacity) • 75 Scans per Minute (150 sides per minute 2-Sided) • (2) 550 sheet paper drawers / 100 Sheet Bypass • Supports Envelope Printing through the 550-sheet paper drawer • 1 GB RAM / 1.2 GHz Processor / 1200 x 1200 DPI resolution • Network COLOR Scanning (PDF/JPEG/TIFF/E-MAIL/Server) • Network Printing (PCL & PS3) • Fax Board (In-Bound Routing / Send from PC) • USB Printing & Scanning • iPhone / iPad / Android Mobile Printing • Includes: Delivery, Set-Up, & Connect to Network <p>All Inclusive Maintenance Agreement: Included</p> <p>Each System Includes 3,000 pages per month – Overages Reconciled Quarterly @ \$0.011 per page Includes Parts, Labor, Toner, Photoconductor Kit, Developer & Freight <i>Maintenance Excludes Paper</i></p>	3	63 mo.	<p>\$315/mo.</p> <p><i>(includes systems All Inclusive Maintenance Agreement)</i></p> <p><i>FMV Lease</i></p>

Shipment, F.O.B. _____ will be approximately _____ after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated. Terms CASH OR LEASE.

Locations:
Parks & Rec/Community Center - 382 Country Club Rd, Osceola, AR
Fire Department - 200 N. Carthon, Osceola, AR 72370
Police Department - 401 W Keiser Ave, Osceola, AR 72370

Thank You,

Taylor Hein, 901-833-8377 – Document Solutions

Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items shown,

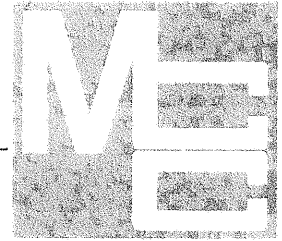
Consider this our order. Our purchase order _____ will follow.
(Number if Known)

By _____ Title _____ Date _____



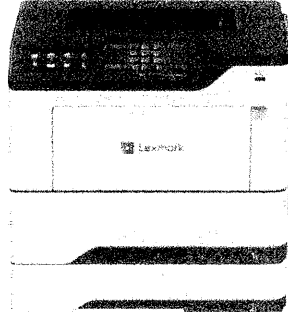
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TN LIC # 542
www.memphiscommunications.net



City of Osceola
City Hall / OMLP
303 W. Hale
Osceola, Arkansas 72370
870-563-5245
ATTN: Stacey Travis

DATE: **October 6, 2021**

We are pleased to present the following proposal:
Lexmark B&W High Speed Print Systems

DESCRIPTION	QUANTITY	TERM	TOTAL
<p>Lexmark B&W 50 PPM Printers – MOBILE READY</p> <ul style="list-style-type: none"> ▪ 50 pages per minute printing speed ▪ 100 sheet capacity multipurpose Bypass Tray ▪ Customizable 4.3" Touchscreen Interface ▪ (1) 550 Sheet Paper Drawer / 250 sheet output bin ▪ Integrated Duplex (2-Sided Printing) Standard ▪ Size H: 11.9" x W: 15.7" x D: 14.7" in. / Weight: 35.5 lbs ▪ Network Printing (PCL6 & Postscript3) ▪ Walk-Up USB Printing ▪ Includes Delivery, Set-Up, Connect & Training <p>Comprehensive Maintenance Agreement: <i>Included</i> Includes 14,000 pages per month for all systems – Overages Reconciled Quarterly @ \$0.01 per page <i>Includes Parts, Labor, Toner, Photoconductor Kit, Developer & Freight</i> <i>Maintenance Excludes Paper</i></p>	7	63 mo.	\$280 <i>(total is for all systems & All Inclusive Maintenance Agreement)</i> FMV

Shipment, F.O.B. FACTORY will be _____ after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated. Terms CASH OR LEASE. Major supply costs detailed:

7 Offices within City Hall / OMLP
303 W Hale Ave, Osceola, AR 72370

Thank You,

Taylor Hein, 901-833-8377 – Document Solutions

Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse: if multiple quantities or items shown,

Consider this our order. Our purchase order _____ will follow.
(Number if Known)

By _____ Title _____ Date _____

TERMS AND CONDITIONS

Terms of payment and reservation of title:

1. Terms on all productions, software, equipment (sold or rented), and maintenance agreements are cash. Supplies are net 10 days. Memphis Communications Corporation (MCC) reserves the right to ship C.O.D. to purchasers with unapproved credit ratings.
2. Purchaser hereby gives to MCC a security interest in the equipment and personal property purchased hereunder to secure payment of the total sales price. Failure to pay for the equipment or personal property described in this contract in accordance with the terms hereunder will constitute a default hereunder and MCC will be entitled to enforce all the rights and remedies allowed a secured party under T.C.A. - Sec. 47-9-101 et seq. Purchaser further agrees to execute UCC financing statements in order for MCC to perfect its security interest in the property against third parties. Upon payment in full being made hereunder, including any and all interest and/or service charges due, MCC shall file a release of UCC financing statement filed in accordance with the terms stated herein.
3. If and in the event this account is placed in the hands of an attorney for collection, by suit or otherwise or in any way to enforce its collection, purchaser agrees to pay all court costs of collection and litigation together with a reasonable attorney's fee.
4. Purchaser agrees to pay an interest of 1 1/2% per month (18% annual interest rate) on all past due accounts.
5. Memphis Communications Corporation is not responsible for misuse or misapplication of its products, intentional or otherwise. All warranties (implied or expressed) are that of the manufacturers. Under no such circumstances shall MCC be liable for any consequential or contingent damages.
6. Any alterations or deviation from the specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Purchaser to carry fire, tornado, and other necessary insurance on equipment or work to be performed.
7. Certain merchandise may be exchanged (subject to shelf life) upon receiving written approval from Memphis Communications Corporation. Such exchange of merchandise will be subject to a 20% restocking charge.
8. This order is non-cancelable. Any deposits, prepayments or installments cannot be refunded.

Service and Maintenance Agreements

9. As a condition of providing service, customer agrees to remain current on all future invoices including invoices for supplies as well as any other invoices between Memphis communications Corporation and customer. Should customer become delinquent on any future invoice for any reason, Memphis Communications Corporation may in its sole discretion terminate existing service agreement upon failure of customer to satisfy any and all delinquent invoices within 10 days of notice of such delinquency from Memphis Communications Corporations to customer. Upon termination for customer's failure to satisfy invoice, Memphis Communications Corporation may terminate any and all maintenance agreements without recourse or penalty and customer will still be liable for all sums due under this agreement.

Exclusions

- A. Electrical work external to the equipment is not covered. Telephone company charges to install or improve telephone lines are the responsibility of the customer. Any charges by an outside source to improve electric or network lines are the responsibility of the customer. Network wiring to improve or connect the hardware to a computer or network is not included and is the responsibility of the customer.
- B. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment is not covered. There will be additional charges for service for malfunctioning equipment when unauthorized parts, supplies, attachments or conflicting software is used with equipment.
- C. Service necessitated as a result of alterations, malfunctioning computer, or network hardware is not covered. In addition, alterations or malfunctioning computer or network operating system, application, and/or network operating software are not covered. In such event, Memphis Communications Corporation reserves the right to terminate service contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
- D. The reinstallation of drivers and/or installation of connected devices due to changes in network operating systems or malfunction of devices are not covered and will be billed at our current hourly rates.

Freight Damage and Shortage:

10. In case of damaged merchandise - mark bill of lading explaining damage and have driver sign. File claim directly with carrier or your own insurance company. If damage is concealed, call carrier and request inspection. Hold containers with packing and merchandise until agent has made an inspection report.
11. If you do not receive the correct number of cartons - note on bill of lading and have driver sign.
12. On shortages of contents inside cartons - recheck contents against quantities shown in shipped column. The apparent shortage may be a backordered item. If you are still unable to reconcile the shortage, notify us immediately. **Shortages will not be considered unless we are notified in writing within 10 days.**
13. This document incorporates the entire terms and conditions of the purchase of the products or services described on the reverse side. No verbal representations will be honored unless confirmed in writing on official MCC letterhead and signed by corporate official.



FMV LEASE AGREEMENT



APPLICATION NUMBER

AGREEMENT NUMBER

The words **Customer**, you and your refer to the customer. The words **Lessor**, we, us, and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Vendor. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

CUSTOMER CONTACT INFORMATION

Legal Company Name: **City of Osceola**

Contact Person:

Bill-To Phone:

Bill-To Fax:

Billing Address: **303 W Hale Avenue**

City, State, Zip: **Osceola, AR 72370**

Equipment Location:
(if different from above)

VENDOR

Contact Name: **Memphis Communications Corp. - Shane Berry**

Dealer Location: **4221 Summer Ave, Memphis, TN 38122**

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

(7) **Lexmark Tabletop Mono Printers - 50 PPM**

M3250

(5) **Lexmark Tabletop MFPs - 50 PPM**

XM3250

(3) **Lexmark MFP Systems - 65 PPM**

XM5365

(2) **Toshiba Color MFPs Tabletop**

400AC

(2) **Toshiba Color MFP Systems**

4515AC

See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: **63** of **\$1820**(plus applicable taxes)

Security Deposit:

-0-

Received

Documentation Fee:

\$75.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. End-of-Lease Options:

You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value - 2. Renew the lease per section 16
3. Return Equipment

THIS IS A NON-CANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE TERMINATED EARLY.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature: **X**

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Lease to Lessor by facsimile or electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name:

Signature: **X**

Title:

Date:

PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all Customer's obligations to us under the Lease and any supplement. We will not be required to proceed against the Customer or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by Customer or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of Customer or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the Customer becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by Customer in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor

Signature: **X**

Date:

Print Name of 2nd Guarantor

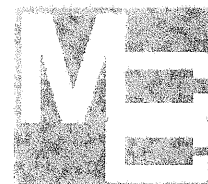
Signature: **X**

Date:

TERMS AND CONDITIONS

- 1. Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit report and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.
- 2. Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone, or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under the Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an interim rent payment equal to 1/30th of the monthly lease payment multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
- 3. Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Lease. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed and provided you have not ever been in default of this Lease in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- 4. WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT/VENDOR BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF VENDOR WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR PAYMENT OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
- 5. Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. TO the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest.** You authorize us to file a financing statement with respect to the Equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
- 7. Use Maintenance and Repair of Equipment.** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any Vendor warranties, so long as you are not in default.
- 8. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Lease may include a profit and is subject to applicable taxes.
- 9. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
- 10. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 11. Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 12. Representations:** You represent and warrant to us that (1) you have the lawful power and authority to enter into the Lease, (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
- 13. Default:** You will be in default under this Lease if: (a) we do not receive any payment due under this Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in this Lease (other than payment obligations) and do not correct such default within 10 days after we sent you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
- 14. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to use the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
- 15. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 16. Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 17. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 18. Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
- 19. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
- 20. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 21. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Lease and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Lease, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
- 22. Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to you or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of this Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any Customer data and information.

WORK RELEASE FORM



1. Client grants Memphis Communications Corporation, its agents and service representatives, permission to download and/or install software on client's computer and /or network, including but not limited to, virus scanners, diagnosis and repair utilities, meter reading utilities, drivers, libraries, and software requested to be installed by client. Memphis Communications Corporation does not check for licensing compliance for any software provided by client to be installed on their computer systems. It is the responsibility of the client to have proper licensing for any software provided. Memphis Communications Corporation reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.
2. Memphis Communications Corporation strongly advises client to safeguard critical data by backing up said data prior to any services performed by Memphis Communications Corporation. Unless specifically requested and provided a paid service by Memphis Communications Corporation, client is responsible for any backup, archiving, or protective storage as well as restoration if required of client's data.
3. Client also agrees they will not actively solicit work from any of Memphis Communications Corporation's contractors or employees for computer related services, without the prior approval of Memphis Communications Corporation. This agreement includes all geographic locations where Memphis Communications Corporation does business or the client resides.
4. Client acknowledges that due to the nature of the service being performed, there is a potential risk of damage or loss including, but not limited to, damage to client's business computer hardware, its cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
5. Client agrees to release and hold harmless Memphis Communications Corporation from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of Memphis Communications Corporation, its agents or service representatives.

This document constitutes the entire agreement between the client and Memphis Communications Corporation. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing by the Director of the Professional Technical Services Division.

All new equipment sold and installed by Memphis Communications Corporation is warranted and supported by Memphis Communications Corporation at no charge for period of (90) days after the installation date, so long as it has not been tampered with or modified in any way.

The law of the state of Tennessee shall govern this contract. Any dispute concerning this Agreement shall be heard within the state of Tennessee. By signing below, client acknowledges that he/she has read and understands, and agrees to terms of this Work Release Form, which is kept on file at the offices of Memphis Communications Corporation in Memphis, TN. The Work Release Form must be approved before any work begins.

Equipment: _____

Signed: _____

Title: _____

Company: _____

Date: _____

MCC Representative: _____

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

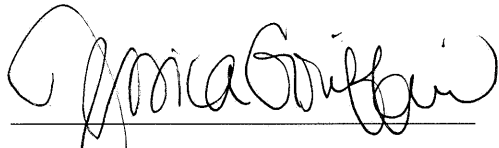
Resolution was passed on the 17th day of January 2022 and given number 2022-07.

Jerry Hamilton came forward to discuss creating a Nuisance Board for the City.

Greg Baker asked where we were at on the Planning Commission.

With there being no further business, motion was made by Gary Cooper and seconded by Greg Baker for meeting to be adjourned.

Sally Wilson, Mayor



Jessica Griffin, City Clerk/Treasurer

RESOLUTION NO. 20____ - _____

A RESOLUTION PROVIDING FOR AND ADOPTING A BUDGET FOR THE CITY OF OSCEOLA, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022. APPROPRIATING MONEY FOR EACH AND EVERY ITEM EXPENDITURE THEREIN PROVIDED FOR.

WHEREAS, the City Council had made a comprehensive study and review of the proposed budget; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of financial information prepared and reviewed revealing anticipated revenues and expenditures for the calendar year, appear to be accurate as possible for budgetary purposes.

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

Section 1. This Resolution shall be known as the budget resolution for the City of Osceola, Arkansas, for the twelve (12) month period beginning January 1, 2022 and ending December 31, 2022, reflecting estimated revenues and expenditures as hereinafter set forth on the succeeding pages. All revenues herein are estimated and subject to change and all appropriations are calculated on available revenues.

Section 2. That the salaries of the respective city elected officials from and after this date shall be set forth in said budget.

Section 3. The respective amounts or funds for each and every item of expenditure classification herein proposed in the budget for 2022 are hereby approved by the City of Osceola, Arkansas, and are hereby approved, authorized and appropriate for the purpose herein set forth for the calendar year ending December 31, 2022.

Section 4. That all ordinances and resolutions or parts thereof in conflict with this resolution are hereby repealed.

PASSED AND APPROVED THIS _____ DAY OF JANUARY, 2022.

Sally Wilson, Mayor

ATTEST: _____

Jessica Griffin, City Clerk

RESOLUTION NO. 2022- _____

A RESOLUTION ADOPTING THE 2022 UTILITY DEPARTMENT BUDGET. BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS THAT:

Section 1. The Utility Department Budget of the City of Osceola, Arkansas for the year 2022, be and same as hereby adopted in the form and content submitted to this meeting and filed with the City Clerk as the 2022 Utility Department Budget.

Section 2. The Mayor and Finance Officer are hereby authorized, empowered and directed to implement the said budget

Section 3. That all ordinances and resolutions or parts thereof in conflict with this resolution are hereby repealed.

PASSED AND APPROVED THIS _____ DAY OF JANUARY, 2022.

Sally Wilson, Mayor

ATTEST: _____

Jessica Griffin, City Clerk



Legal Tools to Help Keep a City Clean



November 2021

pick up garbage and refuse and charge a fee, therefore, is based on protection of the public health. See *Geurin v. Little Rock*, 203 Ark. 103, 155 S.W.2d 719 (1941). The City of Dierks was given the power to perform the service of fogging the city with insecticide and charging a sanitation fee of \$4.00 per year on each dwelling and business. This was sustained in *Holman v. City of Dierks*, 217 Ark. 677, 233 S.W.2d 392 (1950). Moreover, the Arkansas Supreme Court has held that annual sanitation fees, similar to the fee enacted in *Dierks*, are fees for services to be rendered and not a tax, and, thus, their enactment is not subject to the same regulations as the enactment of a tax. See *Morningstar v. Bush*, 2011 Ark. 350, 383 S.W.3d 840 (2011).



Nuisance Boards

Cities of the first and second class are given the authority to establish boards, by ordinance, to hear complaints regarding places or premises used as public or common nuisance (A.C.A. §§ 14-54-1701, 14-54-1702). Statutes defining a public or common nuisance can be found at A.C.A. §§ 5-74-109, 14-54-1502, 16-105-402; the statute includes buildings that are used for prostitution under A.C.A. § 5-70-102. The board shall be composed of five (5) citizens of the creating city who shall be appointed by the governing body of the city (A.C.A. § 14-54-1702(b)). All successors appointed to the board shall serve one (1) five-year term (A.C.A. § 14-54-1702(d)(2)). The boards may hear complaints, make determinations and impose fines (A.C.A. § 14-54-1703). Owners must be given ten (10) calendar days' written notice of the hearings. *Id.* Orders from the board may be appealed to the circuit court within 30 days after being enacted (A.C.A. § 14-54-1707(a)). If appealed, the order will remain in effect, unless stayed by the circuit court (A.C.A. § 14-54-1707(b)). If the public nuisance continues to exist, or an order has been violated, the board may impose a civil penalty of not more than two hundred fifty dollars (\$250.00) for each day that the order is violated or that the nuisance continues to exist with a maximum penalty of ten thousand dollars (\$10,000.00) (A.C.A. § 14-54-1708).

In addition to a civil penalty, the board may award costs of a successful complaint not to exceed one thousand dollars (\$1,000.00) (A.C.A. § 14-54-1708(f)). Any order imposing costs or civil penalties not appealed to the circuit court may be filed with

the circuit clerk's office and constitute a judgment of record and a lien against the nuisance property (A.C.A. § 14-54-1708(i)).

A Sample Agreement

The following is an agreement between the City of Pine Bluff and Jefferson County under the provisions of A.C.A. § 14-54-904.

1. To enable the Tax Collector to perform the requirements of Ark. Code Ann. § 14-54-903, the City agrees to perform the following:
 - A. To provide a form in triplicate to the County Tax Collector which lists the property owner, property description, corresponding school district, parcel number and total to be collected, and accrual date of the City Council. Said form shall have a cover listing the above information.
 - B. To provide said form between the tenth and fifteenth of each month. It is to be provided that no form shall be delivered to the county in the months of January, February and March of each year.
2. It is understood that once the above-mentioned form has been turned over to the county, the payment required must be made to the County Tax Collector.
3. County Tax Collectors are to collect the taxes under § 14-54-903 and the county shall pay the city funds collected less the three percent for cost of collection in the same manner of the distribution for other delinquent collections.
4. Any changes in this Agreement must be mutually agreed upon before they are binding to either party.

2016 Arkansas Code
Title 14 - Local Government
Subtitle 3 - Municipal Government
Chapter 54 - Powers of Municipalities Generally
Subchapter 17 - -- Criminal Nuisance Abatement Boards
§ 14-54-1701. Legislative intent

Universal Citation: AR Code § 14-54-1701 (2016)

It is the intent of the General Assembly to promote, protect, and improve the health, safety, and welfare of the citizens of the municipalities of this state by authorizing the creation of criminal nuisance abatement boards with authority to impose remedies, administrative fines, and other noncriminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of abating public nuisance as defined by state law.

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2016 Arkansas Code

Title 14 - Local Government

Subtitle 3 - Municipal Government

Chapter 54 - Powers of Municipalities Generally

Subchapter 17 - -- Criminal Nuisance Abatement Boards

§ 14-54-1702. Creation of criminal nuisance abatement board

Universal Citation: AR Code § 14-54-1702 (2016)

- (a)** Any city of the first class or city of the second class by ordinance may create a quasi-judicial board to hear complaints regarding places or premises used as public or common nuisance as defined by §§ 5-74-109, 14-54-1502, and 16-105-402 or that are used for prostitution as defined by § 5-70-102.
- (b)** A criminal nuisance abatement board created under this subchapter shall be composed of five (5) citizens of the creating city who shall be appointed by the governing body of the city.
- (c)** The governing body of the city shall select one (1) of the members of the board to call the first meeting and serve as chair at the first meeting.
- (d) (1)** At the first meeting, members of the board shall draw lots so that:
- (A)** One (1) member shall serve a three-year term;
 - (B)** Two (2) members shall serve a four-year term; and
 - (C)** Two (2) members shall serve a five-year term.
- (2)** All successors appointed to the board shall serve one (1) five-year term.
- (e)** The members shall elect a chair and any other officers needed to conduct the business of the board.
- (f)** The governing body of the city shall provide necessary staff for the board.
- (g)** The board may promulgate rules and regulations needed to conduct the hearings on the complaints concerning places and premises used as public or common nuisances.

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2016 Arkansas Code

Title 14 - Local Government

Subtitle 3 - Municipal Government

Chapter 54 - Powers of Municipalities Generally

Subchapter 17 - -- Criminal Nuisance Abatement Boards

§ 14-54-1703. Filing of complaint with board

Universal Citation: AR Code § 14-54-1703 (2016)

- (a) (1)** Any employee, officer, or resident of the city may bring a sworn complaint before the criminal nuisance abatement board against the owner of a place or premises that may constitute a nuisance.
- (2)** A hearing shall be conducted after the owner of the place or premises has been given ten (10) calendar days' notice of the hearing.
- (b)** The notice shall:
- (1)** Be provided to the owner of the place or premises according to Rule 4(d) of the Arkansas Rules of Civil Procedure; and
 - (2)** Include a copy of the complaint and a copy of the ordinance creating the board.
- (c)** If notice of the hearing is made by personal service, the notice may be served by a certified law enforcement officer or a certified court process server.

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2016 Arkansas Code

Title 14 - Local Government

Subtitle 3 - Municipal Government

Chapter 54 - Powers of Municipalities Generally

Subchapter 17 - -- Criminal Nuisance Abatement Boards

§ 14-54-1704. Hearing and board findings

Universal Citation: AR Code § 14-54-1704 (2016)

(a) At a hearing:

(1) A criminal nuisance abatement board may consider any evidence, including evidence of the general reputation of the place or premises; and

(2) The owner of the premises shall have an opportunity to present evidence in his or her defense.

(b) All witnesses at a hearing shall be sworn.

(c) (1) After the hearing, the board may declare the place or premises to be:

(A) A public nuisance as defined by §§ 5-74-109, 14-54-1502, and 16-105-402; or

(B) Used for prostitution as defined by § 5-70-102.

(2) After declaring a place or premises a nuisance, the board shall make a factual determination as to the reasons why the board finds that a public nuisance exists.

(d) The sworn testimony and the board's findings shall become a part of the record.

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2016 Arkansas Code

Title 14 - Local Government

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Chapter 54 - Powers of Municipalities Generally

Subchapter 17 - -- Criminal Nuisance Abatement Boards

§ 14-54-1705. Order of abatement

Universal Citation: AR Code § 14-54-1705 (2016)

(a) If the criminal nuisance abatement board declares a place or premises to be a public nuisance, it may enter an order requiring the owner of the place or premises to adopt such procedure as may be appropriate under the circumstances to abate any such nuisance.

(b) The order may include, but is not limited to, the following:

(1) Prohibiting the maintenance of the nuisance;

(2) Prohibiting the operation or maintenance of the place or premises, including the closure of the place or premises or any part of the premises for a period no longer than the effective date of the order;

(3) Prohibiting the conduct, operation, or maintenance of any business or activity on the premises which is conducive to the nuisance;

(4) Ordering the eviction of tenants of the place or premises who are responsible for the criminal conduct or who allow or permit another to commit the criminal conduct;

(5) Ordering the owner of the place or premises or the owner's agents to perform criminal background checks of tenants before renting the property; or

(6) Ordering the owner to bring the place or premises into compliance with state and local safety codes before allowing the reoccupation of the property.

(c) The order must include a statement stating that violations of this order may be punishable by a fine of not more than two hundred fifty dollars (\$250) for each day that violations of the order continue or that the public nuisance continues to exist.

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2016 Arkansas Code
Title 14 - Local Government
Subtitle 3 - Municipal Government
Chapter 54 - Powers of Municipalities Generally
Subchapter 17 - -- Criminal Nuisance Abatement Boards
§ 14-54-1706. Effective date of an order

Universal Citation: AR Code § 14-54-1706 (2016)

- (a)** A finding or order entered pursuant to this subchapter shall become effective seven (7) calendar days after the order has been posted on the subject premises and mailed to the owner's last known address by first class mail.
- (b)** The order shall expire after one (1) year after the effective date or at such earlier time as is stated in the order.
- (c)** The order may be stayed pending appeal to circuit court pursuant to § 14-54-1707.

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2016 Arkansas Code
Title 14 - Local Government
Subtitle 3 - Municipal Government
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Subchapter 17 - -- Criminal Nuisance Abatement Boards
§ 14-54-1707. Appeals to circuit court

Universal Citation: AR Code § 14-54-1707 (2016)

(a) Within thirty (30) days after an order or decision has been entered by the criminal nuisance abatement board according to the provisions in this subchapter, any party may appeal to a circuit court for a de novo review on the record.

(b) If an appeal is filed, the decision or order of the board shall remain in effect unless stayed by the circuit court.

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2016 Arkansas Code

Title 14 - Local Government

Subtitle 3 - Municipal Government

Chapter 54 - Powers of Municipalities Generally

Subchapter 17 - -- Criminal Nuisance Abatement Boards

§ 14-54-1708. Violations of orders or continuations of nuisance

Universal Citation: AR Code § 14-54-1708 (2016)

- (a)** If an order that has been entered is violated, the criminal nuisance abatement board on its own or pursuant to a complaint may hold a hearing on whether the order has been violated or whether or not a public nuisance continues to exist.
- (b)** If the board finds that the public nuisance continues to exist or that the order has been violated, the board may impose a civil penalty of not more than two hundred fifty dollars (\$250) for each day that the order is violated or that the nuisance continues to exist.
- (c)** Before such a hearing may be held, the owner must be given ten (10) calendar days' notice in writing of the hearing according to methods stated in Rule 4(d) of the Arkansas Rules of Civil Procedure.
- (d)** The notice must state that if the board finds that the nuisance continues to exist or that the order has been violated, the board may impose a fine of not more than two hundred fifty dollars (\$250) for each day that the order has been violated or that the nuisance has continued to exist.
- (e)** The maximum amount of a civil penalty that may be imposed is ten thousand dollars (\$10,000).
- (f)** In addition to a civil penalty, the board may award costs of a successful complainant not to exceed one thousand dollars (\$1,000).
- (g)** All civil penalties imposed shall be used by the local police department for nuisance abatement purposes.
- (h)** Any civil penalty or costs awarded by the board may be appealed to the circuit court within thirty (30) days.
- (i)** Any order imposing costs or civil penalties not appealed to circuit court may be filed with the circuit clerk's office and constitutes a judgment of record and a lien against the nuisance property.

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2016 Arkansas Code

Title 14 - Local Government

Subtitle 3 - Municipal Government

Chapter 54 - Powers of Municipalities Generally

Subchapter 17 - -- Criminal Nuisance Abatement Boards

§ 14-54-1710. Immunity

Universal Citation: AR Code § 14-54-1710 (2016)

(a) The criminal nuisance abatement board, its individual members, and city employees assisting the board are immune from suit or action for their activities in discharge of their duties under this subchapter to the full extent of judicial immunity.

(b) Except for perjury and false swearing, complainants and witnesses are absolutely immune from suit or action for all communications with the board and all statements made within the nuisance abatement process.

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2016 Arkansas Code
Title 14 - Local Government
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Chapter 54 - Powers of Municipalities Generally
Subchapter 17 - -- Criminal Nuisance Abatement Boards
§ 14-54-1709. Supplemental measure

Universal Citation: AR Code § 14-54-1709 (2016)

(a) This subchapter does not restrict the right of any person or government official from proceeding against a public nuisance by any other means.

(b) This subchapter is supplemental to all other laws and any other powers of a city of the first class or city of the second class.

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PROCLAMATION
MAYOR DICKIE KENNEMORE DAY IN OSCEOLA, ARKANSAS

WHEREAS, Mayor Dickie Kennemore took office as Mayor of the City of Osceola in 1990 and he served for a distinguished 28 years; and

WHEREAS, during his administration he envisioned the construction a community center that would support team building and leadership activities, which would help the youth of the City to grow into adults who would give back to the City through the skills learned; and

WHEREAS, his vision took shape when ground was broken on this community center in 1995; and

WHEREAS, his dream became reality on August 3, 1996 when he with the help of his young grandson Bhe Belew at his side cut the ribbon at the opening ceremony, and the OPAR Community Center began serving the citizens of Osceola and surrounding communities, providing a safe environment to promote healthy activities in a year-round facility; and

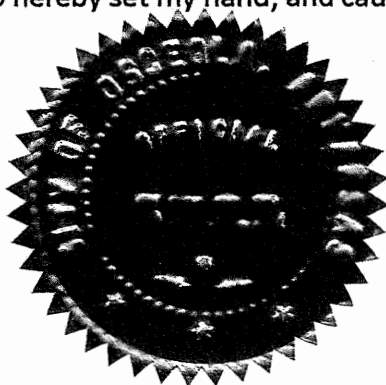
WHEREAS, on December 21, 2020, Mayor Wilson presented to the Osceola City Council a Resolution to rename the center the Dickie Kennemore Community Center in his memory. The City Council unanimously approved the Resolution and the center has been known as such since; and


WHEREAS, Community Center Manager Michael Ephlin, Electric Department Manager Philip Adcock, and Henson Sign Company spent many hours researching and arranging for an LED display sign to be created and erected on the site that reads "Dickie Kennemore Community Center"; and

WHEREAS, also on this day of special occasion, his family members are presented keys to the City that are engraved with Mayor Kennemore's name.

NOW, THEREFORE, I, Sally Wilson, Mayor of the City of Osceola consider it an honor and privilege to proclaim January 9, 2022 as MAYOR DICKIE KENNEMORE DAY on the occasion of the dedication and unveiling of the sign that that bears his name and forever memorializes his dedication to the City.

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Osceola to be affixed, this 9th day of January, 2022.





Sally Wilson, Mayor

School Choice Week in Osceola, Arkansas

WHEREAS all children in Osceola should have access to the highest-quality education possible; and,

WHEREAS Osceola recognizes the important role that an effective education plays in preparing all students in Osceola to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Osceola; and,

WHEREAS the Osceola area is home to a multitude of high-quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

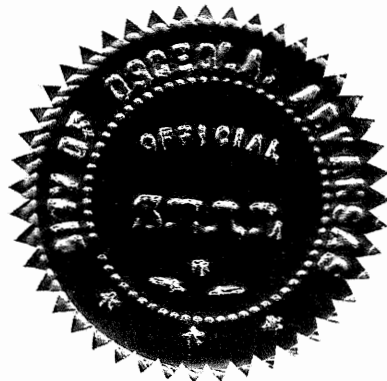
WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Osceola has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Sally Wilson do hereby recognize January 23 – January 29, 2022 as Osceola School Choice Week, and I call this observance to the attention of all of our citizens.

IN TESTIMONY WHEREFORE, I hereunto set my hand and cause the Great Seal Of Osceola, Arkansas, to be affixed.



A handwritten signature in cursive script, reading "Sally Wilson", is written over a horizontal line.

Sally Wilson, Mayor
Osceola, Arkansas
Signed: January 4, 2022

Re: Osceola City Council meeting tonight at 5:00

From: robert zenanko (rzenanko@sbcglobal.net)

To: sallylongowilson@yahoo.com

Date: Monday, January 17, 2022, 02:22 PM CST

Please tell the City Council that we had two members of the Arkansas Heritage Dept. come and visit the Museum as well talk to the Osceola Historic Commission this past week . They view the City and were interested in adding some more buildings to the District. Our plans on opening up will be for now Wednesdays 10 am till 2PM and some on Tues. and Thurs. As we find more members volunteering will be open more days.

On Monday, January 17, 2022, 12:10:45 PM CST, sallylongowilson@yahoo.com <sallylongowilson@yahoo.com> wrote:

Reminder, Osceola City Council holds its regular monthly business meeting tonight at 5:00. Click on the link below to view the agenda and packet.

Sally Wilson, Mayor

<https://osceolaarkansas.com/index.php/en/public-documents/56-councilmember-information-packets/councilmember-packets-viewer/292-january-2022>

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CITY OF OSCEOLA CITY COUNCIL MEETING

OSCEOLA, ARKANSAS

SPECIAL MEETING

January 31, 2022

The Osceola City Council met in Regular Session at the Council Chambers, located at 303 West Hale Avenue, Osceola, Arkansas. The meeting took place on January 31, 2022.

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

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

Others Present: Stacey Travis, Administrative Assistant
 Melissa Harrison

Mayor Wilson called Public Hearing to order at 5:03pm, regarding BRS project. Public Hearing was closed at 5:15pm.

An ordinance was introduced and reads as follows:

ORDINANCE NO. 2022-01

(U.S. Steel PILOT Project)

AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS UNDER THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY; TO AUTHORIZE THE SALE OF THE BONDS AND THE APPROVAL OF A BOND PURCHASE AGREEMENT AND PAYMENT IN LIEU OF TAXES AGREEMENT IN CONNECTION THEREWITH; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BONDS; TO AUTHORIZE AND PRESCRIBE CERTAIN MATTERS PERTAINING TO THE PROJECT, THE ACQUISITION, CONSTRUCTION, AND EQUIPPING THEREOF, AND THE FINANCING THEREOF; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT RELATING TO THE PROJECT; TO DECLARE AND EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Osceola, Arkansas (the “City”) is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.*, each as amended from time to time (collectively, the “Act”), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC (the “Company”) has evidenced its interest in acquiring, constructing, and equipping a facility useful in securing and developing industry near the City if permanent financing can be provided through the issuance of bonds under the authority of the Act; and

WHEREAS, the City has agreed to cooperate with the Company in the acquisition, construction, and equipping of a facility near the City and to finance the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment for the manufacture, refinement or processing of steel located on over 2,000 acres within all or portions of Sections 35 and 36 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 29, 30, 31, and 32 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and Sections 5 and 6 in Township 11 North, Range 11 East of the Osceola District of Mississippi County and located south and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas relating to the operations of the Company (the “Project”); and

WHEREAS, to provide permanent financing of the Project costs, necessary costs and expenditures incidental thereto, and the cost of the issuance of bonds, the City will issue its taxable industrial development revenue bonds under the provisions of the Act designated “City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project), Series 2022,” or such other series as are otherwise designated, in the principal amount of not to exceed \$3,000,000,000.00 (the “Bonds”); and

WHEREAS, the Bonds will be issued pursuant to the provisions of a Trust Indenture (the “Trust Indenture”) to be entered into between the City and a trustee (the “Trustee”) to be selected upon the mutual agreement of the City and the Company; and

WHEREAS, the City and the Company intend to enter into a Lease Agreement (the “Lease Agreement”) relating to the Project including personal property, real property, infrastructure and improvements, which contemplates that the Project will be leased to the Company, with an option to purchase for a nominal price, and the rental payments therefor together with other moneys available shall be sufficient to pay debt service on the Bonds and all related costs; and

WHEREAS, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, the City and the Company will enter into a Payment in Lieu of Taxes Agreement (the “PILOT Agreement”) in substantially the form presented at this meeting which provides 65% ad valorem tax abatement for a period of 20 years; and

WHEREAS, the City and the Company caused a form of a notice of public hearing to be published on January 16, 2022 and a revised notice of public hearing to be published on January 21 and 23, 2022 in the *Arkansas Democrat-Gazette* and on January 27, 2022 in the *Osceola Times*; and

WHEREAS, an open public hearing on the question of the issuance of the Bonds was held before the City Council on January 31, 2022 and having heard all persons desiring to be heard in the matter, the City has taken under advisement the comments and statements of such persons, and declared the public hearing duly closed; and

WHEREAS, the City proposes to sell the Bonds to an affiliate of the Company (the “Purchaser”) pursuant to a Bond Purchase Agreement by and between the City and the Purchaser; and

WHEREAS, the Company may obtain independent loans from one or more lenders secured by liens and encumbrances on, or security interests in or rights to, the title to all or part of the Project granted pursuant to various agreements, instruments and documents; and

WHEREAS, the City acknowledges and consents to all liens and encumbrances on, security interests in and rights to, the title to the Project granted by the Company, and acknowledges that the Company’s interests in the Project will be transferred to the City subject to such liens, encumbrances, security interests and rights, if any, and such acknowledgement and consent may be evidenced through the execution of a Recognition of Prior Interests, Nondisturbance and Attornment Agreement between the City, the Company, and the lenders of the Company (or such lenders’ agents) benefitting from such lien, encumbrance, security interest or right (the “RNA Agreement ”); and

WHEREAS, copies of the herein described Bond Purchase Agreement, Indenture, Lease Agreement, RNA Agreement, and PILOT Agreement have been presented to and are before this meeting and a copy of each are on file with the City Clerk and available for inspection by any interested person; and

WHEREAS, the City believes the completion of the Project will provide additional employment opportunities and will provide other benefits to and be in the best interest of the City and its residents.

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

Section 1. There be, and there is hereby, authorized and directed the following:

(a) The Bonds shall be issued in one or more series in an aggregate principal amount of not to exceed \$3,000,000,000.00, and the Bonds shall be sold to the Purchaser for a price of par plus the costs of issuance upon the terms and conditions set forth in the Bond Purchase Agreement.

(b) The execution and delivery of the PILOT Agreement by the Mayor and City Clerk on behalf of the City, in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval, is hereby authorized and directed. An executed copy of the PILOT Agreement shall be filed in the City Clerk's office.

(c) The acquisition, construction, and equipping of the Project, and, in connection therewith, to the extent convenient or necessary, the execution of any necessary architectural, engineering, or construction contracts or the acceptance of an assignment of any such contracts previously executed by the Company for the construction and equipping of the Project on behalf of the City is hereby authorized and directed.

Section 2. The issuance of the Bonds in the total principal amount of not to exceed \$3,000,000,000.00 in one or more series is hereby authorized. The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall bear interest (at a rate or rates) and shall be subject to redemption prior to maturity, all upon the terms and conditions to be set forth in the Trust Indenture.

That to further prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed (when requested to do so by the Company) to execute and acknowledge the Trust Indenture, and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture

and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee and the Company in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 3. There be, and there is hereby, authorized and directed the execution and delivery of the Lease Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company in order to complete the Lease Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 4. There be, and there is hereby, authorized and directed the execution and delivery of the Bond Purchase Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Bond Purchase Agreement for and on behalf of the City. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Purchaser in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 5. There be, and there is hereby, authorized and directed the execution and delivery of the RNA Agreement if the Company determines that such agreement is required by its lenders. The Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the RNA Agreement for and on behalf of the City. The RNA Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and lenders of the Company (or such lenders' agents) in order to complete the RNA Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 6. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect (i) the execution of the Lease Agreement, (ii) the performance of the City's obligations under the Lease Agreement, (iii) the execution and delivery of the Trust Indenture, (iv) the performance of all obligations of the City under and pursuant to the Trust Indenture, (v) the execution and delivery of the Bonds, (vi) the execution and delivery of the PILOT Agreement, (vii) the performance of the City's obligations under the PILOT Agreement, (viii) the execution and delivery of the Bond Purchase Agreement, (ix) the performance of the City's obligations under the Bond Purchase Agreement, (x) the execution and delivery of the RNA Agreement, (xi) the performance of the City's obligations under the RNA Agreement, and (xii) the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, in connection with the issuance of the Bonds and in connection with on-going rights and obligations that arise after issuance and prior to maturity of the Bonds, to execute all papers, documents, certificates, and other instruments

that may be required for the carrying out of such authority or to evidence the exercise thereof, including, but not limited to, the execution of a Home Office Payment Agreement, a Memorandum of Lease, Delivery Instructions, and/or other closing certificates.

Section 7. The Project involves the acquisition, constructing, and equipping of a complex industrial project, requiring highly specialized work and specialized types of machinery and equipment. In compliance with Ark. Code. Ann. § 14-164-204, it has been and is hereby determined by the City Council that competitive bidding be, and the same is hereby, waived as to this Project. This action is taken by the City Council pursuant to applicable laws of the State of Arkansas, including particularly the Act.

Section 8. The City hereby confirms and consents to the Company's request with respect to the Bonds for Mitchell, Williams, Selig, Gates & Woodyard, PLLC to serve as Bond Counsel.

Section 9. All actions heretofore taken by the City, the Company, and the Purchaser in connection with the issuance, offer and sale of the Bonds and the development and completion of the Project are hereby in all respects ratified and approved.

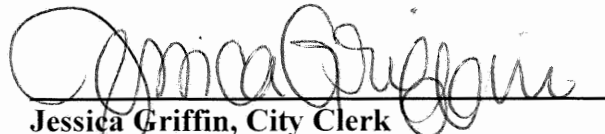
Section 10. *Severability.* In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

Section 11. *Repealer.* All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. There is hereby found and declared to be an immediate need for the securing and developing of substantial industrial operations in order to provide additional employment, alleviate unemployment, and otherwise benefit the public health, safety, and welfare of the City and the inhabitants thereof, and the issuance of the Bonds authorized hereby and the taking of the other action authorized herein are immediately necessary in connection with the securing and developing of substantial industrial operations and deriving the public benefits referred to above. It is therefore, declared that an emergency exists and this Ordinance, being necessary for the immediate preservation of the public health, safety, and welfare, shall be in force and take effect immediately upon and after its passage.

PASSED: January 31, 2022

ATTEST:



Jessica Griffin, City Clerk

APPROVED:



Sally Wilson, Mayor

[S E A L]



*Preliminary Draft
For Discussion Purposes Only
Subject to Review and Approval of Parties Hereto*

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF OSCEOLA, ARKANSAS

and

**[EXPLORATORY VENTURES, LLC or a different affiliate of United States
Steel Corporation or Big River Steel Holdings LLC]**

Dated as of _____, 20__

This Instrument Prepared By:

MITCHELL WILLIAMS

425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201
(501) 688-8800
www.mitchellwilliamslaw.com

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Osceola, Arkansas
303 West Hale Avenue
Osceola, Arkansas 72370

Dated: _____, 20__

Attention: Mayor

Re: Not to exceed \$3,000,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project), Series 20__ (the "Bonds")

Ladies and Gentlemen:

The City of Osceola, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.* (collectively, the "Act") for the purpose of financing a substantial industrial project consisting of the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment for the manufacture, refinement or processing of steel located on over 2,000 acres within all or portions of Sections 35 and 36 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 29, 30, 31, and 32 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and Sections 5 and 6 in Township 11 North, Range 11 East of the Osceola District of Mississippi County and located south and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the "Project"). The Project will be leased by the City to [Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC] ("Company") pursuant to a Lease Agreement (the "Lease Agreement") for a period of 20 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the manufacture, refinement or processing of steel. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to, as applicable, the State of Arkansas, Mississippi County, the City, the Osceola School District, the Rivercrest School District and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.* Payments are due not later than October 15 each year commencing after completion of construction. Payments not paid when due shall bear interest at 10% per annum until paid.

The payment is based on the land, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp, supra*, and *Pulaski County v. Jacuzzi Bros. Div., supra*, and Ark. Code Ann. §§ 14-164-701 *et seq.*, but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school districts, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1

herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Mississippi County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Mississippi County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Mississippi County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

[Signature Page Follows]

When executed, this Agreement shall constitute a valid and binding contract between the Company and the City.

Very truly yours,

[EXPLORATORY VENTURES, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC]

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

[S E A L]

CITY OF OSCEOLA, ARKANSAS

Issuer

and

[AFFILIATE OF COMPANY]

Purchaser

BOND PURCHASE AGREEMENT

Dated _____, 20__

Not to Exceed
\$3,000,000,000
City of Osceola, Arkansas
Taxable Industrial Development Revenue Bonds
(U.S. Steel Project)
Series 20__

BOND PURCHASE AGREEMENT

Not to Exceed
\$3,000,000,000
City of Osceola, Arkansas
Taxable Industrial Development Revenue Bonds
(U.S. Steel Project)
Series 20__
_____, 20__

[Affiliate of Company]

Attention: _____

Ladies and Gentlemen:

The City of Osceola, Arkansas (the "Issuer"), a city of the first class and a political subdivision organized and existing under the laws of the State of Arkansas, hereby agrees with you as follows:

**SECTION 1.
PURCHASE AND SALE OF BONDS**

1.1. Issuance of Bonds. The Issuer has authorized the issuance of its Taxable Industrial Development Revenue Bonds (U.S. Steel Project), Series 20__ in a principal amount of not to exceed Three Billion and No/100 Dollars (\$3,000,000,000) (the "Bonds"), pursuant to and in accordance with Amendment 65 to the Constitution of the State of Arkansas ("Amendment 65"), Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas for the year 1960, codified as Ark. Code Ann. Sections 14-164-201 *et seq.* as amended ("Act 9"), and Ordinance No. _____ of the Issuer (the "Ordinance"), duly adopted by its City Council on January 31, 2022, such Bonds to be dated, to bear interest and to be payable as set forth in, and to be issued pursuant to the terms of a Trust Indenture (the "Indenture") dated as of _____, 20__, by and between the Issuer and [TBD], as trustee (the "Trustee"). The Bonds shall be issued as a single typewritten drawdown bond with a stated principal amount of not to exceed \$3,000,000,000; provided, however, that the principal amount due thereon shall be only such amount as has been drawn by the Company (as defined below) as reflected on the Schedule of Draws and Redemptions attached to the Bonds. The Bonds shall bear interest on the principal amount drawn by [Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC] (the "Company"), at the rate of _____%¹ per annum, payable annually on _____, commencing on _____, 20__. The Bonds will mature on _____, 20__. The

¹ Rate of interest to be based on the Applicable Federal Rate for Long-Term Debt compounding on an annual basis published by the Internal Revenue Service for the month in which closing occurs.

proceeds from the sale of the Bonds shall be applied to acquire, construct and equip certain industrial facilities (the "Project") within the corporate boundaries of the Issuer (or to reimburse the Company for said costs). The Issuer shall lease the Project to the Company, pursuant to the terms of a Lease Agreement dated as of _____, 20__ (the "Lease Agreement"). The Bonds will be secured by (i) the assignment by the Issuer to the Trustee for the benefit of the owner(s) of the bonds of the rights of the Issuer under the Lease Agreement, and (ii) such other funds and accounts as are described in the Indenture.

1.2. Closing. The Issuer hereby agrees to sell the Bonds to [Affiliate of Company] and, subject to the terms and conditions herein set forth, you hereby agree to purchase from the Issuer, from time to time, all or any portion of the Bonds at 100% of the principal amount drawn by the Company pursuant to a Draw Certificate as provided in the Indenture. The closing of the purchase of the Bonds shall be at 10:00 A.M. local time, on _____, 20__ (the "Closing Date"), at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., 425 West Capitol Avenue, Suite 1800, Little Rock, Arkansas 72201, or at such other time and place as shall be subsequently agreed upon by the parties. At the closing and upon each subsequent draw, the Company will deliver a duly executed Draw Certificate to the Trustee on behalf of the Issuer, you will deliver to the Trustee, in immediately available funds, the principal amount specified in the Draw Certificate, and the Trustee will deliver to the Company, or its order, in immediately available funds, the principal amount specified in the Draw Certificate.

Notwithstanding any provision of this Bond Purchase Agreement (the "Agreement") to the contrary, the Issuer, the Purchaser, the Company, and the Trustee may enter into or accept the terms of a home office payment agreement for the making of all payments due under this Agreement and other documents contemplated by this Agreement upon such conditions as shall be satisfactory to the parties thereto contemporaneous with the issuance of the Bonds (the "Home Office Payment Agreement").

SECTION 2. WARRANTIES, REPRESENTATIONS AND AGREEMENTS OF THE ISSUER

The Issuer warrants, represents and agrees to and for your benefit and the benefit of the Company that:

2.1. Organization and Authority. The Issuer is a city of the first class and a duly organized and validly existing political subdivision of the State of Arkansas and has all requisite power and authority under Amendment 65 and Act 9 to issue, sell and deliver the Bonds as provided herein and to consummate all other transactions involving the Issuer contemplated by this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, and an Agreement for Payment in Lieu of Taxes to be dated as of the date of its delivery by and between the Issuer and the Company (the "PILOT Agreement").

2.2. Pending Litigation. There is no action, suit, proceeding or investigation pending or threatened against or affecting the Issuer, or, to the best knowledge of the Issuer, any basis therefor, wherein an unfavorable decision or finding would adversely affect the transactions contemplated by this Agreement, or which in any way would adversely affect the validity or

enforceability of the Bonds, this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, or the PILOT Agreement.

2.3. Sale and Other Transactions are Legal and Authorized. The sale of the Bonds, the execution, delivery and due performance of this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, and the PILOT Agreement, and all transactions contemplated by this Agreement and those agreements are within the purposes, powers and authority of the Issuer, and have been done in full compliance with the provisions of the Ordinance, Amendment 65 and Act 9, as applicable, and all other applicable laws of the State of Arkansas. When delivered to you in accordance with this Agreement, the Bonds being purchased by you hereunder will be duly authorized, executed, issued and delivered and will constitute the legal, valid and binding obligation of the Issuer payable solely from the revenues and other funds pledged in the Indenture therefor, and the owner of the Bonds and its assigns will be entitled to the benefits of this Agreement, the Home Office Payment Agreement, the Indenture, and the Lease Agreement.

2.4. Governmental Consents. All consents, approvals, authorizations and orders of, or filings, registrations or qualifications with, any governmental or regulatory authorities which are required to be obtained by the Issuer for the consummation of the transactions contemplated by this Agreement have been duly and validly obtained or performed and are in full force and effect.

2.5. Use of Proceeds for Public Purposes. The Issuer has determined that the Project and the use of the proceeds from the sale of the Bonds therefor will accomplish the public purposes set forth in Act 9 and that under Article 16, Section 5 of the Constitution of the State of Arkansas (as currently interpreted by the Arkansas Supreme Court), the Project will be exempt from ad valorem taxes because it is owned by the Issuer.

SECTION 3. CONDITIONS OF CLOSING

Your obligation to purchase and pay for the Bonds to be delivered to you on the Closing Date and on the dates of any subsequent draws thereunder shall be subject to the following conditions precedent:

3.1. Opinion of Counsel. Your receipt from Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., bond counsel, of an approving opinion satisfactory to you.

3.2. Warranties and Representations True as of the Closing Date. You shall not have received notice from the Issuer that any of the warranties and representations of the Issuer contained in Section 2 hereof shall be untrue in any material respect as of the Closing Date or as of the date of any subsequent draw; there shall exist no "event of default" (as defined in the Lease Agreement and Indenture) on such date; and you shall have received a certificate of Issuer to such effect upon your request.

3.3. Execution and Delivery of Documents. The Lease Agreement, the Indenture, the Home Office Payment Agreement, and the PILOT Agreement shall each have been duly

executed and delivered by the respective parties thereto, and each shall be in full force and effect on the Closing Date and on the date of each subsequent draw under the Bonds.

3.4. Filings. All recordations and filings appropriate or required by law in order fully to perfect, preserve and protect the assignment of the Lease Agreement and the lien of the Indenture and the security interests created by the Lease Agreement and the Indenture and the rights of the Trustee thereunder shall have been performed.

3.5. Proceedings Satisfactory. All corporate and other proceedings taken or to be taken in connection with the transactions relating hereto and all documents incident thereto shall be satisfactory in substance and form to you and your counsel, and you and your counsel shall have received such counterpart originals or certified or other copies of such documents as you or they may reasonably request.

3.6. No Litigation. No litigation or proceeding shall be threatened or pending in any court or other official body (i) to restrain or enjoin the issuance or delivery of the Bonds, (ii) which in any way questions or affects the validity of the Bonds, any provisions thereof, any provisions of the Ordinance, this Agreement, the Lease Agreement, the Indenture, the PILOT Agreement, the Home Office Payment Agreement or any proceedings taken with respect to the foregoing, or (iii) which questions the Issuer's creation, organization or existence or the titles to office of any of its officers, or its powers to acquire, finance and lease the Project.

SECTION 4. SPECIAL COVENANTS

4.1. Delivery Expenses. Payment of all costs of issuance in connection with the preparation, execution, printing and delivery of the Bonds to the place of closing and all fees and expenses of Bond Counsel, Issuer's counsel and your counsel shall be paid, or caused to be paid, from the proceeds of the Bonds or otherwise at the election of the Company.

4.2. Special Obligations. Notwithstanding anything herein to the contrary, all covenants and agreements contained in this Agreement on behalf of the Issuer shall be subject to the provisions of this Section 4.2. The Bonds shall be special limited obligations of the Issuer as provided in Act 9, the principal of and interest on which are payable solely from revenues or other receipts, funds, monies and property pledged or mortgaged therefor under the Indenture, and any amounts payable by the Issuer under this Agreement, the Lease Agreement or the Indenture are payable solely therefrom. Neither the State of Arkansas nor any political subdivision thereof shall in any event be liable for the payment of the principal of or interest on the Bonds.

SECTION 5. MISCELLANEOUS

5.1. Expenses. The Company shall pay and indemnify the Issuer for the amount of all expenses reasonably incurred in connection with the issuance of the Bonds and not otherwise paid from Bond proceeds.

5.2. Notices. All communications provided for hereunder shall be sent by fax or by first class or certified mail and, if to you, addressed to you in the manner in which this letter is addressed; if to the Issuer, at 303 West Hale Avenue, Osceola, Arkansas 72370, Attention: Mayor; with a copy to City Attorney, 303 West Hale Avenue, Osceola, Arkansas 72370; and if to the Company, to _____ Attention: _____ or to such other address with respect to any party as such party shall notify the others in writing.

5.3. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the Issuer in connection herewith shall survive the execution and delivery of this Agreement and the Bonds.

5.4. Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. The provisions of this Agreement are intended to be for the benefit of the owner from time to time of the Bonds, and shall be enforceable by any such owner, whether or not an express assignment to such owner of rights under this Agreement has been made by you or your successors or assigns. You may not assign any portion of your rights and obligations hereunder without the written consent of the Issuer and the Company, which consent shall not be unreasonably withheld or delayed.

5.5. Responsibility of Individuals. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Issuer and not of any director, officer, employee or agent of the Issuer in his or her individual capacity.

5.6. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to you, the determination of such satisfaction shall be made by you in your sole and exclusive judgment exercised in good faith.

5.7. Representation of Purchaser. You specifically understand and agree that, prior to the sale of the Bonds to you, you will be required to execute and deliver a letter in substantially the form attached hereto as Exhibit A. You further understand and acknowledge that your obligation under Section 1.2 hereof to purchase from time to time an amount of the Bonds up to the entire authorized principal amount will survive and be unaffected by any transfer or purported transfer by you of any interest in the Bonds.

5.8. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Arkansas, and shall be construed and enforced in accordance with the laws of such State.

5.9. Modifications. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

5.10. Descriptive Headings. The descriptive headings of the several Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

5.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Signature Pages Follow]

If you are in agreement with the foregoing, please sign the form of acceptance on the enclosed counterpart of this document and return the same to the undersigned, whereupon this shall become a binding agreement between you and the undersigned.

Very truly yours,

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACCEPTED:

[AFFILIATE OF COMPANY], as Bondholder
A _____ [limited liability company/corporation]

By: _____
Name: _____
Title: _____

APPROVED:

EXPLORATORY VENTURES, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC
A _____ [limited liability company/corporation]

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF INVESTOR LETTER

[Prepared on Letterhead of Bond Purchaser]

_____, 20__

Mitchell, Williams, Selig,
Gates & Woodyard, P.L.L.C.
425 W. Capitol Avenue, Suite 1800
Little Rock, AR 72201-3525

[TBD]
Attention: Corporate Trust Department

City of Osceola, Arkansas
Attention: Mayor
303 West Hale Avenue
Osceola, Arkansas 72370

[Exploratory Ventures, LLC or a different
affiliate of United States Steel Corporation or
Big River Steel Holdings LLC]

Attention: _____

Not to Exceed
\$3,000,000,000
City of Osceola, Arkansas
Taxable Industrial Development Revenue Bonds
(U.S. Steel Project)
Series 20__

Ladies and Gentlemen:

In connection with the purchase by us of the above-described bonds (the "Bonds"), we hereby certify as follows:

1. We understand that we will not receive from the City of Osceola, Arkansas (the "Issuer"), [Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC] (the "Company"), [TBD] (the "Trustee"), their governing bodies, their members or any of their officers, employees or agents or Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. ("Bond Counsel") any information with respect to the use of the proceeds of the Bonds and the Project, as defined in the Trust Indenture dated as of _____, 20__ (the "Indenture"), the Bonds themselves, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and security therefor, except (a) in the documentation executed in connection with the issuance of the Bonds, copies of which have been provided to us and reviewed by us prior to our purchase of the Bonds (the "Bond Documents"), and (b) as has been specifically requested by us from the Company

and which has been provided to us and reviewed by us prior to our purchase of the Bonds (the “Additional Information”).

2. Neither the Issuer, the Company, the Trustee, their governing bodies, their members nor any of their officers, employees or agents nor Bond Counsel will have any responsibility to us for the accuracy or completeness of information obtained by us from any source regarding the Project, the Issuer, the Company or its assets, business, circumstances, financial condition and properties, or regarding the Bonds, the provisions for payment thereof, or the sufficiency of any security therefor, including, without limitation, any information specifically provided by any of such parties contained in the Bond Documents. We acknowledge that, as between us and all of such parties: (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to purchase the Bonds, and (b) the Bond Documents and the Additional Information constitute all the information and, with the investigation made by us (including specifically our investigation of the Company and the Project) prior to our purchase of the Bonds, review that we have deemed necessary or desirable in connection with our decision to purchase the Bonds.

3. We have been offered copies of or full access to all documents relating to the issuance of the Bonds and all records, reports, financial statements and other information concerning the Issuer, the Company and the Project and pertinent to the source of payment for the Bonds which we, as a reasonable investor, have requested and to which we, as a reasonable investor, would attach significance in making investment decisions. We have been afforded the opportunity to ask such questions of representatives of the Company as we have deemed necessary in making our investment decisions; and we have based our decision to invest in the Bonds solely on our own investigation, including, without limitation, our review of such documents, records, reports, financial statements and other information concerning the Company and the Project and discussions with representatives of the Company.

4. We are either (a) a bank, registered investment company, insurance company or other “accredited investor” as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, or (b) described in paragraph 5. If described in this paragraph 4, we are duly and validly organized under the laws of our jurisdiction of incorporation or organization, and we can bear the economic risk of the purchase of the Bonds and have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2. If I am a natural person described in this paragraph 4: (i) I have a net worth, or joint net worth with my spouse, of at least \$ 1,000,000, or (ii) I had an individual income in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.

5. If not described in paragraph 4, we are a registered investment advisor purchasing the Bonds for inclusion in the portfolio of a registered investment company advised by us and over whose transactions we have discretionary power. If described in this paragraph 5, we have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2, and the investment company for which we are purchasing the Bonds is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the Bonds.

6. The Bonds have been purchased for our own account for investment and not with a view to the distribution, transfer or resale thereof, provided that the disposition of the Bonds shall at all times be within our sole control.

7. We are duly and legally authorized to purchase or invest in obligations such as the Bonds.

8. Except as otherwise set forth in the representations and warranties of the Issuer contained in the Bond Purchase Agreement relating to the Bonds, we have not and will not rely on any action taken by the Issuer of the Bonds, including, but not limited to, issuance of the Bonds, as evidence that the Bonds or the Project financed with the proceeds of the Bonds comply with the provisions of any legislation.

9. We have satisfied ourselves that the Bonds are a lawful investment for this organization under all applicable laws.

10. We have carefully read the Bond Documents and the Additional Information in their entirety and understand the risks described therein and understand and acknowledge that there may exist other risks with respect to the Bonds that are not described therein.

11. We acknowledged that no credit rating has been sought or obtained with respect to the Bonds, and we acknowledged that the Bonds are a speculative investment and that there is a high degree of risk in such investment.

12. We acknowledge that we have read the form of approving opinion of Bond Counsel regarding the Bonds.

[AFFILIATE OF COMPANY]

By: _____
Name: _____
Title: _____

TRUST INDENTURE

between

CITY OF OSCEOLA, ARKANSAS

as Issuer

and

[TBD]

as Trustee

for

\$3,000,000,000

City of Osceola, Arkansas

Taxable Industrial Development Revenue Bonds

(U.S. Steel Project)

Series 20__

Dated: _____, 20__

MITCHELL | WILLIAMS

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.

425 WEST CAPITOL AVENUE, SUITE 1800

LITTLE ROCK, ARKANSAS 72201

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TRUST INDENTURE

THIS TRUST INDENTURE (the “**Indenture**”) executed and effective as of the ___ day of _____, 20__ by and between the **CITY OF OSCEOLA, ARKANSAS**, a city of the first class and a political subdivision of the State of Arkansas (the “**Issuer**”), duly existing under the laws of the State of Arkansas, as party of the first part, and **[TBD]**, an _____ state banking corporation with a corporate trust office in _____, Arkansas (the “**Trustee**”), as party of the second part;

RECITALS:

A. The Issuer is authorized by the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 et seq. and Ark. Code Ann. §§ 14-164-701 et seq., each as amended from time to time (collectively, the “**Act**”) to issue the bonds herein authorized for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act; and

B. Pursuant to and in accordance with the Act, the Issuer proposes to issue its industrial development revenue bonds under the Act and to loan the proceeds thereof to [Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company] (the “**Company**” or the “**Borrower**”), for the purposes of financing the costs of acquiring, constructing, and equipping certain industrial facilities located within the corporate boundaries of the City of Osceola, Arkansas, such loan to be upon the terms and conditions set forth in the Lease Agreement dated as of _____, 20__, by and between the Issuer and the Company (the “**Lease Agreement**”); and

C. A portion of the permanent financing of the Project costs, necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer issuing its Taxable Industrial Development Revenue Bonds (U.S. Steel Project), Series 20__ under the provisions of the Act in a principal amount not to exceed Three Billion and No/100 Dollars (\$3,000,000,000.00) (the “**Bonds**”); and

D. The Bonds are to be sold and issued in the principal amount, dated, bearing interest, maturing and subject to redemption as hereinafter in this Indenture set forth in detail; and

E. The execution and delivery of this Indenture and the issuance of the Bonds have been in all respects duly and validly authorized by Ordinance _____ of the City Council of the Issuer, adopted and approved on the 31st day of January, 2022; and

F. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid pledge of revenues to the payment of the principal of and interest on the Bonds, in accordance with the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS INDENTURE

WITNESSETH:

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and the sum of One Dollar (\$1.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, subject to all of the provisions hereof, does hereby grant, bargain, sell, convey, mortgage, assign and pledge unto the Trustee, and unto its successor or successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth:

I.

All rights of the Issuer under the terms of the Lease Agreement between the Issuer and the Borrower (except the rights of the Issuer to indemnification and the payment of certain fees) and all Revenues (as herein defined) and the proceeds thereof;

II.

All the rights and interest of the Issuer in and to the Bond Fund and the Loan Fund (as hereinafter defined) and all moneys and investments therein, but subject to the provisions of this Indenture pertaining thereto, including the making of disbursements therefrom.

III.

Any other property hereinafter pledged to or coming into the possession of the Trustee.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all owners of the Bonds issued under and secured by this Indenture with the privileges, priority or distinction as to lien of the Bonds as provided in the Bond form for the Bonds; provided, however, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest due thereon, at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article V or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this

Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all property hereby assigned and pledged and the income, revenues and receipts and other sums of money payable or receivable under the Lease Agreement, hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreement, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant, with the Trustee and the respective holders from time to time of the Bonds, as follows:

ARTICLE I. DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

“Act” - Collectively, the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 et seq. and Ark. Code Ann. §§ 14-164-701 et seq., each as amended from time to time.

“Advance” – The advancement from time to time of the proceeds of the Bonds to the Borrower pursuant to requisitions submitted in accordance with Section 6.03 hereof.

“Agreement” or **“Lease Agreement”** -- The Lease Agreement dated as of _____, 20__, by and between the Issuer and the Company providing for a loan to the Company for payment of a portion of the Project costs.

“Bond Fund” -- The fund of the Issuer created by Section 5.01 of the Indenture into which the funds specified in Article V are to be deposited and out of which disbursements are to be made as expressly authorized and directed by this Indenture.

“Bonds” or **“bonds”** – City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project), Series 20__ issued under and secured by the Indenture, in the principal amount of not to exceed \$3,000,000,000.

“Borrower” or **“Company”** - [Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company].

“Borrower Representative” – The person or persons at the time designated to act on behalf of the Borrower as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person signed on behalf of the Borrower by its appropriate officer or officers.

“City Clerk” - The person holding the office and performing the duties of City Clerk of the Issuer.

“Closing Date” -- The date on which the Bonds are issued and delivered to Purchaser.

“Completion Date” -- The date of completion of the acquisition, construction and equipping of the Project as that date shall be determined by the Borrower and certified in writing to the Trustee.

“Costs of Issuance Fund” -- The Costs of Issuance Fund created pursuant to Section 5.01 of this Indenture.

“Delivery Instructions” -- The written request and authorization given by the Issuer on the Closing Date directing the use and deposit of the proceeds of the Bonds or other funds deposited with the Trustee by the Borrower.

“Government Securities” -- Direct or fully guaranteed obligations of the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Home Office Payment Agreement” -- The Home Office Payment Agreement among the Issuer, the Borrower, the Trustee, the Purchaser and any Bondholder evidencing the intent of the parties with respect to payment obligations under this Indenture, the Bond Purchase Agreement, and the Lease Agreement.

“Indenture” - This Trust Indenture with all indentures supplemental hereto.

“Issuance Costs” -- All costs and expenses of issuance of the Bonds, including, but not limited to: (i) counsel fees, including bond counsel and Issuer’s counsel, as well as any other specialized counsel fees; (ii) trustee fees and trustee counsel fees; (iii) paying agent and certifying and authenticating agent fees related to issuance of the Bonds; (vi) accountant fees; (vii) printing costs of the Bonds; (viii) publication costs associated with the financing proceedings; and (ix) recording fees.

“Issuer” -- City of Osceola, Arkansas, a city of the first class and a political subdivision of the State of Arkansas.

“Loan” - The loan from the Issuer to the Company evidenced and governed by the Lease Agreement.

“Loan Fund” - The fund created by Section 5.06 into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 is to be deposited and out of which disbursements are to be made in the manner and for the purposes specified in Article VI of the Indenture.

“Mayor” - The Mayor of the Issuer.

“Outstanding hereunder” - **“Bonds outstanding hereunder”** - All Bonds which have been authenticated and delivered under the Indenture, except:

- (a) Bonds canceled because of payment or redemption prior to maturity;

(b) Bonds, for the payment or redemption of which, cash or investment securities in the amount required by Section 8.01 of the Indenture shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or satisfactory provision shall have been made therefor, or a waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.08.

“Owner” or **“Bondowner”** or **“owner of the bonds”** or **“Bondholder”**- The registered owner of any bond.

“Paying Agent” - The bank or trust company named by the Issuer as the place at which the principal of and interest on the Bonds is payable. The original Paying Agent is the Trustee. References to Paying Agent include any alternate Paying Agent.

“Person” - Includes natural persons, firms, associations, corporations, other legal entities and public bodies.

“Pledged Property” - The properties, interests and rights set forth in the granting clauses of this Indenture.

“Project” - The land, improvements, infrastructure, equipment and facilities being financed out of the proceeds of the Bonds, together with other expenses in connection therewith, including architectural and engineering fees, and the costs of the issuance of the Bonds.

“Purchaser”- [Affiliate of Borrower], a _____ [corporation][limited liability company]. The Purchaser is the original purchaser of the Bonds.

“Record Date” - The fifteenth calendar day of the month preceding the month in which the interest payment date occurs.

“Revenues” - The income, including penalties and interest, derived by the Issuer under the Lease Agreement.

“State” - The State of Arkansas.

“Temporary Bonds” - Bonds issued pursuant to Section 2.13 of the Indenture if definitive bonds are not available upon the initial delivery of the Bonds to the Purchaser.

“Trust Estate” - Property herein conveyed, also called the Pledged Property.

“Trustee” - The Trustee for the time being, whether original or successor, with the original Trustee being [TBD], a state banking corporation organized and operating under the laws of _____ and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts hereby created, and having a corporate trust office located in _____, Arkansas. The Trustee is also a Paying Agent and Registrar.

“Written Request” - With reference to Issuer, a request in writing signed by the Mayor and City Clerk, and, with reference to the Borrower, a request in writing signed by a Borrower Representative.

Section 1.02. Use of Words. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the word “bond,” “owner,” “holder,” and “person” shall include the plural, as well as the singular, number.

ARTICLE II. THE BONDS

Section 2.01. Authorization. In accordance with and subject to the terms, conditions and limitations established in this Indenture, industrial development revenue bonds are hereby authorized in the aggregate principal amount of \$3,000,000,000. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article.

Section 2.02. Details of Bonds. The Bonds shall be designated “City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project), Series 20__,” in the principal amount of not to exceed \$3,000,000,000. The Bonds will be dated _____, 20__, and interest thereon shall be payable as set forth in the forms of Bond attached hereto as Exhibit A and Exhibit B. The Bonds shall be registered bonds, without coupons, in denominations of \$100,000 each or any integral multiple of \$5,000 in excess of \$100,000 and the principal amount shall be payable, unless sooner redeemed in the manner provided in this Indenture, as set forth in the form of Bond heretofore set forth in this Indenture.

The Bonds shall be initially issued in the form of one fully registered bond in the principal amount of not to exceed \$3,000,000,000, and may not be submitted in exchange for more than one fully registered bond until the Completion Date, at which time the Bond initially issued may, but shall not be required to, be submitted to the Trustee pursuant to the provisions of Section 2.09 hereof in exchange for more than one fully registered bond. The proceeds of the Bonds shall be advanced from time to time upon the submission of draw requests or requisitions by the Borrower, to the Trustee pursuant to the provisions of Section 6.03 hereof and Article II of the Lease Agreement. Upon receipt of each requisition by the Trustee, the Trustee shall notify, either telephonically or by e-mail, the Bondholder of the principal amount of the Bonds which the Bondholder must purchase, which shall be the amount set forth in such draw request or requisition. Promptly upon receipt of such notice, the Bondholder shall pay to the Trustee the principal amount requisitioned by the Borrower, and the Trustee shall make a notation of such principal amount purchased on the Record of Advances and Principal Payments attached to the Bond. The amount shown on the Record of Advances and Principal Payments attached to the Bond shall be deemed to be conclusive evidence of the principal amount of the Bonds purchased by the Bondholder, absent manifest error. The principal amount of the Bonds so purchased shall be submitted by the Purchaser to the Trustee, and such amount shall be deposited by the Trustee into the Loan Fund. Any portion of the Bonds not sold to the Bondholder and any portion of the corresponding proceeds not delivered to the Borrower by the Completion Date shall not be issued or delivered thereafter. Notwithstanding anything herein to the contrary, until the Completion Date, upon the request of the Bondholder, the Trustee may maintain custody of the Bond as agent of the Bondholder.

The Bonds shall bear interest from its date; provided, that the date of each Advance under such Bond shall be the interest commencement date from which the principal amount of such Advance bears interest. Bonds issued on the Completion Date and prior to the next Interest Payment Date shall bear interest from the Completion Date, and the Bonds issued thereafter shall bear interest from the Interest Payment Date next preceding the date of authentication and delivery thereof by the Trustee, unless such date of authentication and delivery shall be an Interest Payment Date, in which case they shall bear interest from such date of authentication and delivery or unless such date of authentication and delivery shall be during the period from the Record Date to the next Interest Payment Date, in which case they shall bear interest from such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on any Bonds surrendered for transfer or exchange shall be in default, the Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds surrendered. Interest shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable.

Section 2.03. Maturity. The Bonds shall mature on _____, 20__ and bear interest payable annually on each _____ (each an “**Interest Payment Date**”), commencing _____, 20__ and continuing through _____, 20__ with the final principal payment due on maturity, _____, 20__, at the rate per annum of ____ and __/100 percent (____%).

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor (by his/her original or facsimile signature) and the City Clerk (by his/her original or facsimile signature) thereof and shall have impressed thereon the seal of the Issuer. The Mayor and the City Clerk may file the certificates required by the Uniform Facsimile Signature Public Officials Act (Arkansas Code Annotated §§ 21-10-1010 *et seq.*) and otherwise comply with the provisions of that Act, and the Mayor and the City Clerk’s facsimile signatures shall have the same force and effect as if they had personally signed. The Bonds, together with interest thereon, shall be payable from the Bond Fund, as hereinafter set forth, and shall be a valid claim of the owners thereof only against such fund and the revenues pledged to such fund, which revenues are hereby pledged and mortgaged for the payment of the Bonds and shall be used for no other purpose than to pay the principal of and interest on the Bonds, and the Trustee’s, the Paying Agent’s and Bond Registrar’s fees, except as may be otherwise expressly authorized in this Indenture. In case any officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 2.05. Authentication. Only such Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form included in the bond forms attached hereto as Exhibit A and Exhibit B duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid and obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee, and such Certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee’s Certificate of Authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Bonds issued hereunder.

Section 2.06. Form of Bond. The Bond originally issued and delivered shall be substantially in the form set forth in Exhibit A attached hereto, with appropriate variations, omissions and insertions as permitted or required by this Indenture. The Bonds exchanged for the originally issued Bonds and delivered on and after the Completion Date shall be substantially in the form set forth in Exhibit B attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and, with the direction of the Purchaser, either deliver them to the Purchaser or maintain custody of the Bond as agent of the Purchaser upon payment of the initial Advance, and the Trustee shall be entitled to rely upon any certificate, ordinance or resolution as to the purchase price and the Purchaser. Prior to the Trustee's delivery of the Bonds to the Purchaser, the Trustee shall make appropriate notation on Schedule A attached to the Bond certificate of the amount and date of the initial draw thereunder and such amount shall be deemed to be conclusive evidence of the principal amount purchased by the Purchaser, absent manifest error.

Section 2.08. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the Issuer shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like date, number, maturity and tenor in exchange and substitution for any such mutilated, destroyed or lost Bond, upon the owners paying the reasonable expenses and charges of the Issuer and the Trustee in connection therewith, and, in case of a Bond destroyed or lost, his filing with the Trustee of evidence satisfactory to it that such Bond was destroyed or lost, and of his ownership thereof and furnishing the Issuer and the Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the Issuer may pay the same without the surrender thereof.

Section 2.09. Registration and Transfer of Bonds. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee as Bond Registrar. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his, her or its attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. The principal of any Bond shall be payable only to or upon the order of the registered owner or his legal representative. Interest shall be paid by check or draft by said Bond Registrar at the times provided therein to the registered owner by mail to the address shown on the registration books.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his, her or its legal representative, and neither the Issuer, the Trustee, nor the Bond Registrar shall be affected by any such notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

On and after the Completion Date, Bonds may be exchanged, and upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, will be exchanged, at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Section 2.10. Payment on Saturday, Sunday or Holiday. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be in the State of Arkansas a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day not a Saturday or Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period from and after the date of maturity or date fixed for redemption.

Section 2.11. Interest Commencement Date. The Bonds initially issued shall bear interest from their date; provided, that the date of each Advance under such Bond shall be the interest commencement date from which the principal amount of such Advance bears interest. Otherwise, each Bond, upon subsequent transfer, shall be dated as of the Interest Payment Date to which interest has been paid. Payment of each installment of interest shall be made to the person in whose name the Bond is registered on the registration books of the Trustee as Bond Registrar at the close of business on the fifteenth calendar day of the month (whether or not a business day) next preceding each Interest Payment Date, irrespective of any transfer or change of any such Bond subsequent to such date. On or before each Interest Payment Date, the Borrower or the Bondholder shall provide notice to the Trustee by e-mail, in writing or in such other form as is acceptable to Trustee, evidencing the amount of principal outstanding and the interest that has accrued and is payable as of such Interest Payment Date (the "Interest Notice"). Upon delivery of the Interest Notice, Borrower shall remit the amount of interest payable to the Trustee for deposit in the Bond Fund, and the Trustee shall transmit interest due and payable to the Bondholder. Provided, however, that so long as a Home Office Payment Agreement (as defined in Section 2.16 hereof) is in effect, Trustee may presume that interest payments have been made directly to the Bondholder by the Borrower, and no further action shall be required of the Trustee whether or not it receives the Interest Notice.

Section 2.12. Cancellation. To the extent held by the Trustee, all Bonds which are paid, either at maturity or by redemption prior to maturity, shall be canceled and, at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and forward to the Issuer, upon request, an appropriate certificate describing the Bonds involved and the manner of disposition.

Section 2.13. Temporary Bonds. The Issuer shall have the right to execute and deliver Temporary Bonds reflecting the indebtedness secured hereby, which Temporary Bonds, if issued and delivered, shall be entitled to the same security, rights and protection provided under this Indenture

for Bonds in definitive form. Temporary Bonds of the Issuer, if executed, authenticated and delivered shall be replaced by Bonds in definitive form by the Trustee when the Temporary Bonds are returned to the Trustee for exchange. To the extent held by the Trustee, all Temporary Bonds, when returned to the Trustee and when exchanged for Bonds in definitive form shall then be canceled and at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of and/or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and forward to the Issuer, upon request, an appropriate certificate reflecting the Temporary Bonds involved and the manner of disposition.

Section 2.14. Additional Bonds. No additional bonds shall be issued under this Indenture.

Section 2.15. Conversion of Bonds upon Completion Date. Upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, the Trustee shall give notice thereof to the registered owner of the Bonds. Such notice shall be given by mail or by other acceptable method, including facsimile or e-mail, and shall state that such registered owner must deliver his, her or its Bond to the Trustee for conversion. The Trustee shall cancel the Bond so delivered and issue a form of Bond in lieu thereof pursuant to the provisions hereof.

Section 2.16. Home Office Payment Agreement. Notwithstanding any provision of this Indenture or of any Bond to the contrary, the Trustee may enter into or accept the terms of a home office payment agreement with the Issuer, the Borrower and the owner of any Bond providing for the making to such owner of all payments of principal (whether at maturity or redemption) and interest on such Bond or any part thereof at a place and in a manner other than as provided in this Indenture and in the Bonds without presentation or surrender of such Bonds, upon such conditions as shall be satisfactory to the Trustee. The Trustee agrees to make payments of principal, and interest on the Bonds in accordance with the provisions thereof. Upon the transfer of any Bond being paid in accordance with the provisions of a home office payment agreement permitted by this Section, the Trustee, if the Trustee is the custodian of the Bond for the Bondholder, or the transferor, prior to the delivery of such Bond to the transferee, shall make a notation on such Bond of the date to which interest has been paid thereon and the amount of any prepayments or redemptions made on account of the principal thereof. Contemporaneous with the delivery of the Bonds and this Indenture, the appropriate parties will enter into the Home Office Payment Agreement. The Trustee may conclusively rely on the Issuer's, the Borrower's and the Bondholder's intent to comply with and make all payments pursuant to the Lease Agreement, this Trust Indenture and the Bonds in conformity and compliance with the Home Office Payment Agreement until notified in writing that the Home Office Payment Agreement has been terminated. The Borrower and Bondholder may terminate the Home Office Payment Agreement at any time in their sole and absolute discretion, and the Home Office Payment Agreement may not be terminated without the written consent of both Borrower and Bondholder.

ARTICLE III. REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Redemption. The Bonds shall be callable for redemption prior to maturity in accordance with the provisions pertaining thereto appearing in the form of Bond heretofore set forth in this Indenture.

Section 3.02. Notice of Redemption. Notice of the call for redemption shall be by first class mail or by other acceptable standard, including facsimile or e-mail, to the owner or owners of the Bonds not less than thirty (30) days prior to the date fixed for redemption, or such shorter period of time as is acceptable to the owner or owners of the Bonds and the Trustee. Published notice of the call for redemption need not be given. Each notice shall specify the numbers and the maturities of the Bonds being called, and the date on which they shall be presented for payment.

Failure to give notice to the Owner of any Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 3.03. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall cease to accrue after the date fixed for redemption until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.08 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 3.04. Cancellation. All Bonds which have been redeemed shall be canceled by the Trustee pursuant to Section 2.12.

ARTICLE IV. GENERAL COVENANTS

Section 4.01. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal and interest (except interest, if any, paid from accrued interest) are payable solely from the Revenues, which Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer (except the securing of the indebtedness evidenced by the Bonds by the provisions of the Lease Agreement). Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the Issuer makes any covenants involving financial commitments, including, without limitation, those in the various sections of this Article IV, it pledges no funds or revenues other than the Revenues and the right, title and interest of the Issuer in the Lease Agreement (except for the obligations of the Borrower to pay Issuer's expenses and to indemnify the Issuer) and the revenues derived from the avails of the Pledged Property, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues.

Section 4.02. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all ordinances pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture and to make the pledge and covenants in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the

execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 4.03. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such Indenture or Indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, pledging, assigning and confirming to the Trustee the Trust Estate.

Section 4.04. Payment of Taxes, Charges, etc. The Issuer covenants that it will promptly cause to be paid all lawful taxes, charges, assessments, imposts and governmental charges at any time levied or assessed upon or against the Trust Estate, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; provided, however, that nothing contained in this Section shall require the Issuer to cause to be paid any such taxes, assessments, imposts or charges so long as the validity thereof is being contested in good faith and by appropriate legal proceedings.

Section 4.05. Obligation to Maintain and Repair. The Issuer covenants that it will at all times cause the Project to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the operation and business pertaining to the Project shall at all times be conducted properly and so that the Project shall be fully maintained, to the extent permitted by available funds. It is understood that the Issuer has made provisions in the Lease Agreement for such maintenance, pursuant to the terms of which the Borrower is obligated to maintain the Project as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect the Issuer shall be deemed to be in compliance with its obligations under this Section 4.05.

Section 4.06. Recordation of Trust Indenture. The Issuer covenants that it will cause this Indenture, and all instruments supplemental thereto, to be kept, recorded and filed in such manner and in such places (if any) as may be required by law in order fully to preserve and protect the security of the bondowners and the rights of the Trustee hereunder. If any such filing is required to be made by the Issuer, the Issuer shall provide the Trustee with file-marked copies thereof.

Section 4.07. Rights under Lease Agreement. The Lease Agreement, duly executed counterparts of which have been filed with the Trustee, sets forth covenants and obligations of the Issuer and the Borrower. Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Lease Agreement, for and on behalf of the bondholder, whether or not the Issuer is in default hereunder.

Section 4.08. List of Bondowners. If the Trustee is directed in writing by the Issuer to so provide, the list of the names and addresses of the registered owners of the Bonds may be inspected and copied by owners (or a designated representative thereof) of ten percent (10%) or more in principal amount of Bonds outstanding hereunder, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 4.09. Lien of Trust Indenture; Enforcement of Obligations and Rights. The Issuer covenants that so long as any Bonds authorized by and issued under this Indenture are

outstanding, it will not convey or otherwise dispose of its interest in the Pledged Property, and that it will not encumber the same, or any part thereof, or its interest therein, or create or permit to be created any charge or lien on the Revenues derived therefrom, except as provided in this Indenture. Nothing contained herein shall prohibit the Issuer from issuing bonds the payment for which specified revenues of a particular project is pledged as provided in the Act, it being the purpose of this covenant to limit only a subsequent pledge of the Pledged Property and Revenues as defined in this Indenture.

Section 4.10. Obligation to Insure. The Issuer covenants that at all times while any Bonds are outstanding, it will keep or cause to be kept the Project insured against the perils and to the extent set forth in the Lease Agreement. It is understood that the Issuer has made provisions in the Lease Agreement for such insurance, pursuant to the terms of which the Borrower is obligated to keep the property insured as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect, the Issuer shall be deemed to be in compliance with its obligations under this Section 4.10.

ARTICLE V. REVENUE AND FUNDS

Section 5.01. Creation of Funds. There are hereby created and established with the Trustee as trust funds and trust accounts the following:

- (a) Costs of Issuance Fund; and
- (b) City of Osceola, Arkansas Taxable Industrial Development Revenue Bond (U.S. Steel Project) Fund, Series 20__ (the “**Bond Fund**”).

Trustee may also create such other Funds or Accounts as it deems necessary or desirable in the administration of this Indenture.

Section 5.02. Deposit of Bond Proceeds.

There shall be deposited into the Bond Fund as and when received:

- (a) That portion of the proceeds of the sale of the Bonds as set forth in the Delivery Instructions;
- (b) The payments and other moneys paid by the Borrower pursuant to the Lease Agreement;
- (c) Amounts transferred to the Bond Fund pursuant to the provisions of Sections 3.03 and 6.04 hereof; and
- (d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture which are not directed to be paid in a fund other than the Bond Fund.

Money in the Bond Fund shall be kept separate and apart from other funds or accounts and shall be pledged, appropriated, used and transferred to other funds for the purposes specified in this

Article. Furthermore, the Issuer covenants and agrees that so long as any of the Bonds secured by this Indenture are outstanding, it will at all times deposit, or cause to be deposited, in the Bond Fund sufficient moneys from payments and other moneys paid by the Borrower pursuant to the Lease Agreement to promptly meet and pay the principal of and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Lease Agreement for the payment of the principal of and interest on the Bonds and discharging other obligations of the Issuer under this Trust Indenture, but nothing herein shall be construed as prohibiting the Issuer from doing so.

Trustee may also hold such other documents or assets in the Bond Fund, including, but not limited to, documents held pursuant to the Option Agreement (as defined in the Lease Agreement).

Section 5.03. Use of Moneys in Bond Fund.

The Bond Fund shall be in the name of the Issuer, and the Issuer hereby irrevocably authorizes and directs the Trustee to withdraw from the Bond Fund sufficient funds to pay the principal of, premium, if any, and interest on the Bonds at maturity and redemption or prepayment prior to maturity, and the Trustee's and Paying Agent's fees in connection therewith, and to remit the funds to the Paying Agent for the purpose of paying the principal and interest in accordance with the provisions hereof pertaining to payment, which authorization and direction the Trustee hereby accepts.

If a surplus shall exist in the Bond Fund over and above the amount necessary (together with reasonably projected revenue receipts in the event no default has occurred) to ensure the prompt payment of the principal of, and premium if any, in connection with the Bonds as the same become due, such surplus shall be applied to investments as permitted under Article VII herein.

Subject to the provisions of the Home Office Payment Agreement, the Trustee shall cause to be transferred from the Bond Fund an amount sufficient to pay the interest on the Bonds as the same become due at least one (1) day prior to the interest payment date for the Bonds and see to the deposit with the Paying Agent. It shall be the duty of the Trustee to see to the withdrawal from the Bond Fund at least one (1) day before the maturity or redemption date of any Bond issued hereunder and then outstanding and see to the deposit with the Paying Agent, whether or not a different institution, of an amount equal to the amount due for such Bonds for the sole purpose of paying the same.

Section 5.04. Non-presentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if there shall have been deposited with the Paying Agent for that purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof, together with all interest unpaid and due thereon, to the date of maturity thereof, for the benefit of the owner, all liability of the Issuer to the owner thereof for the payment of the principal thereof and interest thereon shall forthwith cease, terminate and be completely discharged, and thereon it shall be the duty of the Paying Agent to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or

funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, the Bond.

Section 5.05. Costs of Issuance Fund.

(a) Trustee shall deposit into the Costs of Issuance Fund (i) that portion of the proceeds of the Bonds required to be deposited therein pursuant to this Indenture or directed to be deposited therein pursuant to the Delivery Instructions or (ii) such moneys as are delivered to the Trustee by the Borrower. Moneys deposited into the Costs of Issuance Fund pursuant to this Indenture shall be expended to pay the Issuance Costs of said Bonds: (i) upon receipt by Trustee of requisitions signed by a Borrower Representative for any Issuance Costs not set forth in the Delivery Instructions or (ii) in accordance with the directions contained in the Delivery Instructions. Any funds remaining in the Costs of Issuance Fund two (2) months after having been deposited therein shall be returned to the Borrower. At such time as there is a \$0 balance in the Costs of Issuance Fund, it may be closed.

(b) The Trustee shall use moneys in the Cost of Issuance Fund to pay Issuance Costs for the Bonds or to reimburse the Issuer to the extent of payments made for such Issuance Costs previously paid. Before any payment shall be made for Issuance Costs, there shall be filed with the Trustee a Written Request of the Issuer, stating:

- (i) The name of the person, firm or corporation to whom the payment is due;
- (ii) The amount to be paid;
- (iii) The purpose for which the Issuance Costs was incurred; and
- (iv) That such person, firm or corporation has not previously been paid for such Issuance Costs.

The Delivery Instructions executed contemporaneously with this Indenture shall constitute a “Written Request” of the Issuer in compliance with this section. The Trustee shall be fully protected in disbursing amounts in accordance with properly signed requisitions and the Delivery Instructions and has no duty or obligation to confirm that any such requested disbursements constitute Issuance Costs.

Section 5.06. Loan Fund. There is hereby created with the Trustee a special fund to be designated “City of Osceola, Arkansas Taxable Industrial Development Loan Fund” or “Loan Fund,” which fund and account shall be issued and applied as specified in Sections 6.01 through 6.04. Issuer and Trustee agree that deposits to and withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 5.07. Any Fees, Charges and Expenses of Trustee and Paying Agent. It is understood and agreed that pursuant to the provisions of the Lease Agreement, the Borrower agrees

to pay the reasonable fees, expenses and charges of the Trustee and Paying Agent as authorized and provided by this Indenture. The Borrower is to make payments on statements rendered by the Trustee. All such additional payments under the Lease Agreement which are received by the Trustee shall be paid into the Bond Fund to make payment therefrom for said purposes.

Section 5.08. Moneys and Documents to be Held in Trust. All moneys required to be deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of which redemption has been duly given, shall, while held by the Trustee, constitute part of the trust estate and be subject to the lien hereof. Moneys received by or paid to the Trustee pursuant to any provisions of the Lease Agreement calling for the Trustee to hold, administer and disburse the same in accordance with the specific provisions of the Lease Agreement shall be held, administered and disbursed pursuant to the provisions, and where required by the provisions of the Lease Agreement, the Trustee shall set the same aside in a separate account. If the Issuer shall receive any moneys pursuant to applicable provisions of the Lease Agreement, it will forthwith upon receipt thereof pay the same over to the Trustee to be held, administered and disbursed by the Trustee in accordance with the provisions of the Lease Agreement, pursuant to which the Issuer may have received the same. Furthermore, if for any reason the Lease Agreement ceases to be in force and effect while any Bonds are outstanding, and if the Issuer shall receive any moneys derived from the Pledged Property, it will forthwith upon receipt thereof pay the same over the Trustee to be held, administered and disbursed by the Trustee in accordance with provisions of the Lease Agreement that would be applicable if the Lease Agreement were then in force and effect, and if there be no such provisions which would be so applicable, then the Trustee shall hold, administer and disburse such moneys solely for the discharge of the Issuer's obligations under this Indenture. In addition, any documents or securities tendered to the Trustee to be held in trust or escrow shall be received by Trustee only upon receipt of written instructions from the Issuer or bondholder, as applicable, directing the Trustee as to the documents' or securities' custody and the mechanism for releasing any such documents and securities from escrow or Trustee's custody.

Section 5.09. Refunds to Borrower. Anything herein to the contrary notwithstanding, so long as an event of default has not occurred and is continuing under this Indenture or under the Lease Agreement, the Trustee is authorized to refund to the Borrower within two weeks after the principal payment date annually all excess amounts remaining in the Bond Fund after payment of all amounts due in the previous twelve months including the Trustee's and Issuer's fees, if any. Such refund may be made as a credit on a loan payment. The foregoing notwithstanding, moneys in the Bond Fund being held pending redemption of the Bonds shall not be refunded to the Borrower.

ARTICLE VI. CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 6.01. Disbursement of Issuance Costs. When the Bonds have been executed as provided in this Indenture, they shall be delivered to the Trustee which shall authenticate them and deliver them to the Purchaser as specified in the Delivery Instructions of the Issuer. On the Closing Date, the Trustee shall disburse the moneys received as proceeds of the Bonds in accordance with instructions as specified in the Delivery Instructions of the Issuer. Subsequent to the Closing Date and prior to the Completion Date, the Trustee shall disburse the moneys received as proceeds of the

Bonds in accordance with Written Requests received by the Trustee in a manner consistent with Section 2.02 hereof.

Section 6.02. Deposit in the Loan Fund. After making the necessary use of funds as provided in Section 6.01 above, the Trustee shall then deposit the remainder of the proceeds in the Loan Fund. Issuer and Trustee agree that deposits to the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.03. Disbursements from the Loan Fund. Moneys in the Loan Fund shall be disbursed to the Borrower as a reimbursement of or paid directly to vendors to pay Project costs which shall include costs of acquisition, costs of construction, architect's and engineer's fees, payment of interim indebtedness of the Borrower incurred for Project costs, and all other necessary expenses incidental to the completion of the Project. Such expenditures shall be paid in accordance with and pursuant to written draw requests which shall be signed by one or more duly designated representatives of the Borrower (which designation shall be in writing and filed with the Trustee). In addition to the requirements of the Lease Agreement, draw requests shall specify:

- (1) The number of the request for payment;
- (2) The name of the person, firm or corporation to whom payment is to be made;
- (3) The amount of the payment; and
- (4) That the disbursement is for a proper expense of or pertaining to the Project.

Upon receipt of each properly executed draw request and receipt of the Advance from the Purchaser, the Trustee shall issue its check upon the Loan Fund payable to the person, firm or corporation designated in the draw request. Issuer and Trustee agree that withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.04. Transfer to Bond Fund. Whenever the Issuer shall notify the Trustee in writing that any balance remaining in the Loan Fund will not be needed for completion of the Project, the remaining balance (if the balance is at least \$5,000) shall be deposited into the Bond Fund and used to redeem the Bonds on the first Interest Payment Date following notification. If the balance is less than \$5,000, it shall be transferred to the Bond Fund, and applied as a credit against a subsequent payment.

ARTICLE VII. INVESTMENTS

Section 7.01. Investment of Moneys in Funds. Moneys on deposit with the Trustee shall be invested at the direction of the Borrower.

ARTICLE VIII. DISCHARGE OF LIEN

Section 8.01. Discharge of Lien. If the Issuer shall pay or cause to be paid to the owners of the Bonds the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien thereof, and reconvey to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer and property at the time subject to the lien of this Indenture which may then be in its possession, including trust funds, except funds held by it for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption or otherwise), either (i) shall have been made or caused to be made in accordance with the terms of the Indenture, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities, maturing as to principal and interest in such amount and at such times as will provide sufficient moneys to make such payments, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Lease Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

The Issuer may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE IX. DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDOWNERS

Section 9.01. Events of Default. If any of the following events occur, subject to the provisions of Section 9.12 hereof, it is hereby defined as and declared to be and to constitute an “event of default”;

(a) Default in the due and punctual payment of any interest on any Bond hereby secured and outstanding;

(b) Default in the due and punctual payment of the principal of, and premium, if any, on any Bond hereof secured and outstanding, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of covenants, agreements or conditions on the Issuer's part to be performed in this Indenture, or in the Bonds contained, and the continuance thereof for a period of thirty (30) days after written notice to the Issuer by the Trustee or by the owners of not less than ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder; or

(d) The occurrence of an "Event of Default" under the Lease Agreement.

The term "default" shall mean default by the Issuer in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture, or in the Bonds outstanding hereunder, exclusive of any period of grace required to constitute a default an "event of default" as hereinabove provided.

Section 9.02. Acceleration. Upon the occurrence of an event of default, the Trustee may, and upon the written request of the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder, shall, by notice in writing delivered to the Issuer and the Borrower declare the principal of all Bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 9.03. Trustee's Right to Enter and Take Possession. Upon the occurrence of an event of default, the Issuer, upon demand of the Trustee after Trustee's receipt of written direction of the Bondholders, shall forthwith surrender to it the actual possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of, all or any part of the Pledged Property with the books, papers and accounts of the Issuer pertaining thereto and to hold, operate and manage the same, and from time to time to make all needful repairs and improvements as the Trustee shall deem wise; and the Trustee, with or without such permission, may collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom (exclusive of any of the foregoing which may have been pledged to secure other obligations of the Issuer) and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder and any taxes, assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received by the Trustee in accordance with the provisions of Section 9.08 hereof. Whenever all that is due upon such Bonds and installments of interest under the terms of this Indenture shall have been paid and all defaults made good, the Trustee shall surrender possession to the Issuer, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee shall render annually to the owners of the Bonds, at their addresses as set forth on the bond registration book maintained by the Trustee, a summarized statement of income and expenditures in connection therewith.

Section 9.04. Other Remedies; Rights and Obligations with Reference to Remedies.

Upon the occurrence of an event of default, the Trustee may, as an alternative, proceed either after entry or without entry, to pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Bonds then outstanding hereunder or to enforce compliance with any other covenant or obligation of the Issuer, including without limitation, foreclosure and mandamus.

Upon the occurrence of an event of default, the Trustee shall, if so requested in writing by sixty-six and two-thirds percent (66-2/3%) in value of the registered owners of the Bonds, assign to the registered owners of the Bonds all its right, title and interest in the Lease Agreement in exchange for the Bonds, which assignment shall be full and complete satisfaction and discharge of all liabilities and obligations of the Issuer on the Bonds and of the Trustee under this Indenture.

If an event of default shall have occurred, and if it shall have been requested in writing so to do by the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder and shall have been indemnified as provided in Section 10.01 hereof, the Trustee shall be obligated to exercise such one or more of the rights and power conferred upon it by this Section and by Section 9.03 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the bondowners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the bondowners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the bondowners, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 9.05. Right of Majority of Bondowners to Take Charge. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of Bonds outstanding hereunder shall have the right upon the occurrence of an Event of Default, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provision of law and of this Trust Indenture. Anything in this Indenture to the contrary notwithstanding, so long as a single person or entity owns 100% of the outstanding Bonds, the Trustee shall not exercise any remedies except those that the Trustee is specifically directed to take in a writing by the sole Bondholder.

Section 9.06. Appointment of Receiver. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Pledged Property and of the rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

Section 9.07. Waiver by Issuer of Benefit of Laws and Rights of Appraisalment and Redemption. In case of an event of default on its part, as aforesaid to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through it or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption as now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisalment and redemption to which it may be entitled under the laws of the State of Arkansas.

Section 9.08. Application of Available Moneys. Issuer and Trustee agree and anticipate that amounts due and payable pursuant to this Indenture (other than the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties) shall be evidenced in a manner consistent with the Home Office Payment Agreement. Moneys remaining, if any, after payment of the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties shall be applied by the Trustee as follows:

(a) To the payment of the fees of the Trustee and the costs and expenses of suit, if any, and the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustee or by any bondowner and the creation of a reasonable reserve for anticipated fees, costs and expenses.

(b) Unless the principal of all the Bonds all have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND: To the payment to persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(c) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and or privilege.

(d) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (c) of this Section, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (b) of this Section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.09. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any owners of the Bond hereby secured, and any recovery of judgment shall be for the equal benefit for the owners of the outstanding Bonds in the order herein provided.

Section 9.10. Rights and Remedies of Bondowners. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 10.01, or of which by the subsection it is deemed to have notice, nor unless such default shall have become an event of default and the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.01; nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the

execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver for any other remedy hereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided for the equal benefit of the owners of all Bonds outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any bondowners to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or to the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place in the Bonds expressed.

Section 9.11. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken, except to the extent the Trustee is legally bound by such adverse determination.

Section 9.12. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon the written request of the owners of (i) 50% in aggregate principal amount of all the Bonds outstanding hereunder in respect of which default in the payment of principal and/or interest exists, or (ii) 50% in aggregate principal amount of all the Bonds outstanding hereunder in the case of any other default, provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any Bonds issued hereunder and outstanding at the date of maturity specified therein or (b) any default in the payment of the interest or of Bond Fund moneys, unless prior to such waiver or rescission all arrears of interest, with interest at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of Bond Fund payments, as the case may be, and all expenses of the Trustee and Paying Agent, shall have been paid or provided for, and in case of any such waiver or rescission or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, Trustee and the bondowners shall be restored to their former positions and rights thereunder respectively; but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE X. THE TRUSTEE

Section 10.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the duties and obligations of the Trustee under this Indenture upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice

of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the Issuer prior to the occurrence of a default of which the Trustee has been notified as provided in sub-section (g) of this Section, or of which by said sub-section the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or non-action in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on such Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured herein, or for the value of the title of the property here conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the Issuer, except as hereinafter set forth; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreement aforesaid as to the condition of the property herein conveyed.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it would have if not Trustee. No merger of title shall occur if at any time the Trustee owns all of the Bonds.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by its Mayor and attested by its City Clerk as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which it has been notified as provided in sub-section (g) of this Section, or of which by said subsection it is deemed to have notice, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion, at the reasonable expense of the Issuer, in every case secure such further evidence as it may think necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the Issuer under its seal to the effect that a resolution or ordinance in the form therein set forth has been

adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to make or cause to be made any of the payments to the Trustee required to be made by Article IV unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid; provided, however, if there is a Home Office Payment Agreement in effect the Trustee shall only be deemed to have notice of the failure by the Issuer to make or cause to be made any of the payments required to be made under Article IV hereof if the Trustee is specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property as in this Indenture provided.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right (but no duty or obligation) fully to inspect all of the property herein conveyed, including all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. Provided, however, Trustee shall not undertake any such inspection without receipt of written direction of the Bondholders.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificate, opinions, appraisals, or the information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the

gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

(m) The Trustee shall have no duty to risk, advance or expend its own funds in the performance of the duties and obligations of the Trustee hereunder.

(n) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise as a reasonable and prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

Section 10.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for its reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Indenture and in and about the exercise and performance by the Trustee of the powers and duties of the Trustee hereunder, and for all reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee). In this regard, it is understood that the Issuer pledges no funds or revenues other than those provided for in the Lease Agreement and the Revenues derived from and the avails of the Pledged Property to the payment of any obligation of the Issuer set forth in this Indenture, including the obligations set forth in this Section, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues for the payment of any of its obligations under this Indenture. Upon default by the Issuer but only upon default, pursuant to the provisions of this Indenture pertaining to default, the Trustee shall have a first lien with right of payment prior to payment on account of principal or interest of a Bond issued hereunder upon the Trust Estate for the reasonable and necessary advances, fees, costs and expenses incurred by the Trustee.

Section 10.03. Notice to Bondowners of Default. If a default occurs of which the Trustee is by Section 10.01(g) deemed to have notice, is notified by the Issuer or by the owners of at least 10% in aggregate principal amount of Bonds then outstanding, then the Trustee shall give written notice by mail or by other acceptable standard, including facsimile, to each owner of Bonds then outstanding and to such other person or entity any owner directs the Trustee to notify.

Section 10.04. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of Bonds issued hereunder, the Trustee may intervene on behalf of the bondowners and shall do so if requested in writing by the owners of at least ten percent (10%) of the aggregate principal amount of Bonds outstanding hereunder, solely to the extent indemnified to the satisfaction of the Trustee from and against any losses, costs, claims, liabilities or expenses, including fees and expenses of its attorneys and agent incurred by the Trustee related to or arising from such action by the Trustee. The rights and obligations of the Trustee under this Section are subject to the approval of the court having jurisdiction in the premises.

Section 10.05. Successor Trustee. Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated or any bank or trust company resulting from any such merger or consolidation, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least \$75,000,000, and provided that the Issuer approves the successor trustee.

Section 10.06. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the Issuer and the registered owners of the Bonds, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor trustee by the bondowners or by the Issuer. Such notice may be served personally or sent by registered mail or other acceptable standard, including facsimile.

Section 10.07. Removal of Trustee; Sale of Trust Business. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the owners of a majority in aggregate principal amount of Bonds outstanding hereunder. The Trustee may be removed by the Issuer at any time if a successor trustee has been appointed.

In the case of the sale of all or substantially all of the Trustee's trust business to another bank or trust company, the Issuer shall have the absolute right, at its sole discretion, to appoint a successor trustee pursuant to Section 10.08 hereof.

Section 10.08. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Issuer by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal. Every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than \$75,000,000.

Section 10.09. Successor Trustee Qualifications. Every successor appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of the Issuer or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The

resignation of any trustee and the instrument or instruments removing any trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall, at the expense of the Issuer, be forthwith filed and/or recorded by the successor trustee in each recording office where the Indenture shall have been filed and/or recorded.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case the Issuer shall fail seasonably to pay or to cause to be paid any tax, assessment or governmental or other charge upon any part of the property herein conveyed, to the extent, if any, that the Issuer may be liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of ten percent (10%) per annum, shall be repaid by the Issuer upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the proceeds of revenues collected from the property herein conveyed, if not otherwise caused to be paid by the Issuer, but the Trustee shall not be under obligations to make any such payment unless it shall have been requested to do so by the owners of at least ten percent (10%) of the aggregate principal amount of the Bonds outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the payment and withdrawal of cash hereunder.

Section 10.12. Trustee Which Has Resigned or Been Removed Ceases to be Paying Agent. In the event of a change in the office of Trustee, if the Trustee is the Paying Agent, the former Trustee which has resigned or been removed shall cease to be Paying Agent.

Section 10.13. Paying Agent's Fees and Charges. There shall be paid reasonable Paying Agent's fees and charges of the Paying Agent for handling the payment of the principal of, premium (if any) and interest on the Bonds, and funds sufficient to pay the same shall be deposited with the Paying Agent prior to the dates on which payments are required to be made on principal and interest.

Section 10.14. Appointment of Co-Trustee or Separate Trustee. The Issuer and the Trustee shall have power to appoint and upon the request of the Trustee the Issuer shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint another corporation or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof, or to act as separate trustee or trustees of all or any such property, with such powers as may be provided in the instrument of appointment and to vest in such corporation or person or persons as such separate trustee or co-trustee any property, title, right or power deemed necessary or desirable. In the event that the Issuer shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed for more fully and certainly vesting in and confirming to him or to it such

properties, rights powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. Every such co-trustee and separate trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

- (1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and
- (2) The Trustee, at any time by an instrument in writing, may remove any such separate trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee or separate trustee, shall refer to this Indenture and the conditions of this Article X expressed, and upon the acceptance in writing by such separate trustee or co-trustee, it shall be vested with the estate or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such separate trustee or co-trustee may at any time, by an instrument in writing, constitute the Trustee as its agent or attorney, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by it, for and on behalf of it and its name. In case any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all the estates properties, rights, powers, trusts, duties and obligations of the separate trustee or co-trustee shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such separate trustee or co-trustee.

Section 10.15. Borrower and Bondholder Rights. Notwithstanding any provision hereof to the contrary, Borrower and Bondholder may hire a successor Trustee to replace any existing Trustee. Further, upon the written direction of the Borrower and the owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding and evidence that written notice of such direction has been provided to the Issuer, the Trustee may conclusively rely on such written notice and may take such action as is thereby directed; provided, however, that such action is not in the reasonable judgment of the Trustee to the prejudice of the Trustee.

ARTICLE XI. SUPPLEMENTAL INDENTURES AND AMENDMENTS TO THE LEASE AGREEMENT

Section 11.01. Supplemental Indentures Not Requiring Consent of Bondowners. The Issuer and the Trustee may, from time to time, without the consent of or notice to the bondholders, and upon the written direction of the Borrower, enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall hereafter form a part hereof) (a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture; or (b) to grant to or confer or impose upon the Trustee for the benefit of the bondowners any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred, or imposed; (c) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in this Indenture other covenants, agreements, limitations and restrictions to be observed by the Issuer which are not contrary to or

inconsistent with this Indenture as theretofore in effect; (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Revenues of the Issuer from the Lease Agreement or of any other moneys, securities or funds; (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended; or (f) to modify, alter, amend or supplement this Indenture in any other respect which, in the opinion of bond counsel, is not materially adverse to the bondholders and which does not involve a change described in clause (a), (b), (c), (d) or (e) of Section 11.02 hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Bondowners. Subject to the terms and provisions contained in this Section, and not otherwise, with the written consent of the Borrower, the owners of one hundred percent (100%) of the principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Bondholder for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or redemption premium or the rate of interest thereon, or (c) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate, except as expressly permitted herein, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval of bondowners of the execution of any supplemental indenture as provided in Section 11.01 of this Article.

If at any time the Bondholder or the Borrower shall request the Trustee to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall, at the expense of the Borrower cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail or sent by other acceptable standard, including facsimile or e-mail, to each owner at his, her or its address on the Bond registration book maintained by the Trustee. Such notice shall be prepared by the Issuer, Bondholder or Borrower and shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by bondowners. The Trustee shall not, however, be subject to any liability to any bondowner by reason of its failure to disseminate such notice, and any such failure shall not affect the validity of such supplemental indenture consented to and approved as provided in this Section. Upon the execution of any such supplemental indenture, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.03. Amendments to the Lease Agreement. Upon the written request of the Borrower, with written notice to the Issuer in conformity with the Lease Agreement, the Trustee may from time to time, and at any time, consent to any amendment, change or modification of the Lease Agreement for the purpose of curing any ambiguity or formal defect or omission or making any other change therein, which in the reasonable judgment of the Trustee, in reliance on an opinion of bond counsel, is not to the prejudice of the Trustee or the holders of the Bonds. The Trustee shall not consent to any other amendment, change or modification of the Lease Agreement without the

approval or consent of owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding.

Section 11.04. Procedure for Amendments. If at any time the Issuer or Borrower shall request the Trustee's consent to a proposed amendment, change or modification requiring bondholder approval under Section 11.03 hereof, the Trustee, shall, at the expense of the requesting party, cause notice of such proposed amendment, change or modification to be sent in the same manner as provided by Section 11.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file in the principal office of the Trustee for inspection by any interested bondholder. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to by the Trustee in the manner hereinabove provided.

ARTICLE XII. MISCELLANEOUS

Section 12.01. Consents, etc., of Bondowners. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondowners in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive if in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by any affidavit of any witness to such execution.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds issued hereunder, is intended or shall be construed to give to any person other than the parties hereto, and the owners of the Bonds secured by this Indenture, any legal or equitable rights, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the owners of the Bonds secured as herein provided.

Section 12.03. Severability. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 12.04. Notice. Notices as required in this Indenture shall be considered delivered when posted in United States mail, postage prepaid and addressed as set forth below (or at such other address as may have been provided by the party to all other parties hereto by proper notice):

If intended for the Issuer: CITY OF OSCEOLA, ARKANSAS
303 West Hale Avenue
Osceola, Arkansas 72370
Attention: Mayor

With a copy to: City Attorney
303 West Hale Avenue
Osceola, Arkansas 72370

If intended for the Trustee: [TBD]

Attn: Corporate Trust Department

If intended for Company: [EXPLORATORY VENTURES, LLC or a different
affiliate of United States Steel Corporation or Big
River Steel Holdings LLC]

Attention: _____

With a copy to: [EXPLORATORY VENTURES, LLC or a different
affiliate of United States Steel Corporation or Big
River Steel Holdings LLC]

Attention: General Counsel

If intended for the Bondholder: [AFFILIATE OF COMPANY]

Attention: President

With a copy to: Such other persons and entities as the
Bondholder may identify in writing.

Section 12.05. Arkansas Substantive Law Governs. This Indenture shall be considered to have been executed in the State and it is the intention of the parties that the substantive law of the State governs as to all questions of interpretation, validity and effect.

Section 12.06. Uniform Commercial Code. This Indenture is also a security agreement under the Uniform Commercial Code of the State. The Issuer shall file one or more financing statements and renewals thereof with respect to the security interest granted by this Indenture and file such statements or renewals thereof in the appropriate public office.

Section 12.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08. Limitation on Liability. Notwithstanding any other provision of this Indenture to the contrary:

(a) the obligations of the Issuer with respect to the Bonds are not general obligations of the Issuer but are special, limited obligations of the Issuer payable by the Issuer solely from the security for the Bonds;

(b) nothing contained in the Bonds or in this Indenture shall be considered as assigning or pledging any funds or assets of the Issuer other than the Trust Estate;

(c) except with respect to their status as special, limited obligations of the Issuer, payable by the Issuer solely from the security for the Bonds, the Bonds shall not be a debt of the State or of any other political subdivision of the State, and neither the State nor any other political subdivision of the State shall be liable for the payment of the Bonds;

(d) neither the faith and credit of the Issuer, the State nor any other political subdivision of the State are pledged to the payment of the principal or of interest on the Bonds;

(e) neither the revenues nor the property of the Issuer, the State or any other political subdivision of the State are pledged to the payment of the principal or of interest on or as security for the Bonds except as specifically set forth in this Indenture;

(f) no failure of the Issuer to comply with any term, condition, covenant or agreement in this Indenture or in any document executed by the Issuer in connection with the Pledged Property, or the issuance, sale and delivery of the Bonds shall subject the Issuer to liability for any claim for damages, costs or other charge except to the extent that the same can be paid or recovered from the Trust Estate; and

(g) the Issuer shall not be required to advance any moneys derived from any source other than the Trust Estate for any of the purposes of this Indenture, any of the other bond documents or any of the loan documents, whether for the payment of the principal or redemption price of, or interest on, the Bonds, the payment of any fees or administrative expenses or otherwise.

Section 12.09. No Personal Liability; No Recourse. No recourse under or upon any obligation, covenant, warranty or agreement contained in this Indenture or in any Bond, or under any judgment obtained against the Issuer, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution or statute or otherwise, or under any circumstances under or independent of this Indenture, shall be had against the members of the Issuer's City Council or any of the members, officers, agents or employees of the Issuer, as such, past, present or future of the

Issuer, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver of the Issuer, or for or to the owner of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any such Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of the members of the Issuer's City Council or of any such member, officer, agent or employee, as such, by reason of any act or omission on his or her part or otherwise, for the payment for or to the owner of any Bond or otherwise of any sum that may remain due and unpaid upon the Bonds secured by this Indenture of any of them is, by the acceptance of such Bond, expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bonds. Anything in this Indenture to the contrary notwithstanding, it is expressly understood by the parties to this Indenture that (a) the Issuer may rely exclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee or any Bondholder as to the existence of any fact or state of affairs, (b) the Issuer shall not be under any obligation under this Indenture to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or caused to be performed by the Trustee (with respect to record keeping only, and not with respect to any legal services) or by the Bondholders and (c) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Indenture, unless it shall first have been adequately indemnified to its satisfaction against any costs, expenses and liability which it may incur as a result of taking such action. No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bonds or for the satisfaction of any liability arising from, founded upon or existing by reason of the issuance, purchase or ownership of the Bonds shall be had against the members of the Issuer's City Council or any officer, member, agent or employee of the Issuer, as such, all such liability being expressly released and waived as a condition of and as a part of the consideration for the execution of this Indenture and the issuance of the Bonds. No covenant, stipulation, obligation or agreement of the Issuer contained in this Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Issuer or the members of the Issuer's City Council in other than that person's official capacity. No member, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal or redemption price of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Mayor, and, to further evidence its acceptance of the trust hereby created, Issuer has caused these presents to be signed in its name and behalf by its duly appointed officers all as of the day and year first above written.

CITY OF OSCEOLA, ARKANSAS

By: _____
Sally Wilson, Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

[TBD], as Trustee

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **SALLY WILSON** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named _____, _____ of [TBD], a state banking corporation organized under the laws of the State of _____, to me personally known, who stated that she was duly authorized in that capacity to execute the foregoing instrument for and in the name of the Bank and further stated and acknowledged that she had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

Exhibit A

Form of Initial Bond

R-1

\$3,000,000,000

**UNITED STATES OF AMERICA
STATE OF ARKANSAS
\$3,000,000,000
CITY OF OSCEOLA, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(U.S. STEEL PROJECT)
SERIES 20__**

INTEREST RATE MATURITY DATE: ISSUE DATE

_____ % _____, 20__ _____, 20__

REGISTERED OWNER: [AFFILIATE OF COMPANY], A _____ [LIMITED LIABILITY COMPANY][CORPORATION]

PRINCIPAL AMOUNT: **THREE BILLION AND NO/100 DOLLARS**
(OR THE TOTAL AMOUNT OUTSTANDING AS REFLECTED BY THE RECORD OF ADVANCES AND PRINCIPAL PAYMENTS ATTACHED HERETO)

KNOW ALL PERSONS BY THESE PRESENTS:

That City of Osceola, Arkansas, a city of the first class and a political subdivision under the laws of the State of Arkansas (the “**Issuer**”) for value received, promises to pay to the Registered Owner stated above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the Principal Amount (stated above) on the Maturity Date (stated above), and to pay in like coin or currency, interest on said Principal Amount from the Issue Date (stated above) until paid as follows:

Interest on the unpaid Principal Amount (i) shall be payable annually on _____ of each year, beginning on _____, 20__ with the final principal and interest payment due on the maturity date, _____, 20__, and (ii) shall accrue from the Issue Date (stated above) at the Interest Rate (stated above) until the Issuer’s obligation with respect to payment of such Principal Amount shall be discharged; provided that, the date of each Advance hereunder shall be the interest commencement date from which the principal amount of such Advance bears interest. Payment of interest shall be by check or draft of [TBD], as Trustee and Paying Agent (the “**Trustee**”), to the Registered Owner as shown on the bond registration book of the Issuer maintained by the Trustee on the fifteenth calendar day of the month preceding the month in which the interest payment date occurs. Payment of principal shall be made at the principal office of the Trustee in _____, Arkansas, upon due surrender of this Bond on the Maturity Date (stated above) if not sooner called for redemption.

This Bond is one of an authorized issue of bonds of the Issuer in the Principal Amount of not to exceed Three Billion and No/100 Dollars (\$3,000,000,000.00) (the “**Bonds**”) which are issued for the purpose of providing funds for the making of loans to [Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC] (the “**Borrower**”) to finance certain industrial enterprise within the State of Arkansas (the “**Project**”). The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (the “**Indenture**”), dated as of _____, 20__, duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to a Lease Agreement between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE “ACT”), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of a Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreement for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated “City of Osceola, Arkansas Industrial Development Revenue Bond Fund” (the “**Bond Fund**”). Certain

Project revenues (including particularly repayments of the loans under the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreement, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreement and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in \$5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered owner at his, her or its registered address and placed in the mails or otherwise sent not less than

thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the ___ day of _____, 20__.

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

[TBD], as Trustee

By: _____
Authorized Signatory

Dated: _____, 20__

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Social Security or Federal Taxpayer Identification Number)

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Record of Advances and Principal Payments

DATE OF ADVANCE* OR PAYMENT	AMOUNT OF ADVANCE	PRINCIPAL AMOUNT PAID	PRINCIPAL AMOUNT OUTSTANDING	SIGNATURE

* The date of each Advance shall be the interest commencement date from which the principal amount of each Advance bears interest.

[END OF FORM]

entitled to the protection given by a Trust Indenture (the "Indenture"), dated as of _____, 20__ , duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to a Lease Agreement between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE "ACT"), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of a Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreement for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated "City of Osceola, Arkansas Industrial Development Revenue Bond Fund" (the "Bond Fund"). Certain Project revenues (including particularly repayments of the loans under the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with

respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreement, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreement and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in \$5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered owner at his, her or its registered address and placed in the mails or otherwise sent not less than thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no

longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the ____ day of _____, 20__.

CITY OF OSCEOLA, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

[TBD], as Trustee

By: _____
Authorized Signatory

Dated: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Social Security or Federal Taxpayer Identification Number)

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

LEASE AGREEMENT
BY AND BETWEEN
CITY OF OSCEOLA, ARKANSAS
AND
[EXPLORATORY VENTURES, LLC OR A DIFFERENT AFFILIATE OF
UNITED STATES STEEL CORPORATION OR BIG RIVER STEEL
HOLDINGS LLC]

Dated as of _____, 20__

MITCHELL | WILLIAMS

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201

LEASE AGREEMENT

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LEASE AGREEMENT

This LEASE AGREEMENT (the “**Lease Agreement**”) is entered into on this ____ day of _____, 20__, by and between the **CITY OF OSCEOLA, ARKANSAS** (“**Lessor**” or “**Issuer**”) and [**EXPLORATORY VENTURES, LLC OR A DIFFERENT AFFILIATE OF UNITED STATES STEEL CORPORATION OR BIG RIVER STEEL HOLDINGS LLC**], a [corporation][limited liability company] organized under and existing by virtue of the laws of the State of _____ (“**Lessee**”);

RECITALS:

A. Lessor is a city of the first class and a duly organized and existing political subdivision, under the laws of the State of Arkansas with full and lawful power and authority to enter into this Lease Agreement, acting by and through its City Council, in the public interest and for a public purpose in securing and developing industry, all pursuant to the provisions of Amendment 65 to the Constitution of the State of Arkansas and Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas for the year 1960, codified as Ark. Code Ann. Sections 14-164-201 *et seq.* as amended (the “**Act**”) and as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998); and

B. The Issuer is authorized by the Act to issue the bonds for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act pursuant to a Trust Indenture dated as of _____, 20__ (the “**Indenture**”) by and between the Issuer and [TBD], as Trustee; and

C. Permanent financing of the Project Costs (as defined herein), necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer through issuance of its Taxable Industrial Development Revenue Bonds (U.S. Steel Project) Series 20__ (the “**Bonds**”); and

D. The Lessor and the Lessee desire to enter into this Lease Agreement in connection with the issuance of the Bonds under the Indenture; and

E. Lessee is authorized under its [Articles of Incorporation and Bylaws][Articles of Organization and Operating Agreement] and under the laws of the State of its organization to enter into this Lease Agreement and to perform all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement; and

F. Lessor is authorized by the Act and under the laws of the State to enter into this Lease Agreement and to perform all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement; and

G. Lessee is not prohibited under the terms of any outstanding trust indenture, deeds of trust, mortgages, loan agreements or other instruments or evidences of indebtedness of whatever nature from entering into this Lease Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease

Agreement (or if so, a proper waiver or consent has been obtained) and affirmatively so represents to Lessor; and

H. The industrial undertaking will consist of the acquisition, construction, and equipping of an industrial facility near the corporate boundaries of the Issuer, including, but not limited to, the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment for the manufacture, refinement or processing of steel located on over 2,000 acres within all or portions of Sections 35 and 36 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 29, 30, 31, and 32 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and Sections 5 and 6 in Township 11 North, Range 11 East of the Osceola District of Mississippi County and located south and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas, all as financed with the proceeds of the Bonds (the “**Project**”) which Project shall otherwise exclude building, machinery and equipment financed by Lessee from other sources, if any.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor and Lessee, and in consideration of the mutual benefits and covenants herein contained, Lessor and Lessee agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms otherwise defined in this Lease Agreement, the following words and terms as used in this Lease Agreement shall have the following meanings unless the context clearly indicates a different meaning or intent:

“**Authorized Lessee Representatives**” - The person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Lessor containing the specimen signatures of any such person and signed on behalf of the Lessee. Such certificate may designate an alternate or alternates.

“**Authorized Lessor Representative**” - The person at the time designated to act in behalf of the Lessor by written certificate furnished to the Lessee containing the specimen signature of such person and signed on behalf of the Lessor. Such certificate may designate an alternate or alternates.

“**Bond Fund**” - The Bond Fund created by Section 5.01 of the Indenture into which moneys are to be deposited and out of which disbursements are to be made for paying the principal of, premium, if any, and interest on the Bonds in the manner and for the purposes specified in the Indenture.

“**Bonds**” – The City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project), Series 20__.

“**Completion Date**” – The date of completion of the acquisition, construction and equipment of the Project as that date shall be determined by the Lessee and certified in writing to the Trustee.

“Home Office Payment Agreement” – The Home Office Payment Agreement between the Lessor, the Lessee, the Trustee, and the Purchaser evidencing the intent of the parties with respect to payment obligations under the Indenture, the bond purchase agreement between Lessor and the Purchaser relating to the Bonds, and this Lease Agreement.

“Lease Agreement” - This Lease Agreement between the Lessor and the Lessee.

“Lease Term” or **“Term”** - The term of the Lease Agreement set forth in Section 3.02.

“Leased Premises” – The personal property, land, facilities and related improvements covered by this Lease Agreement and defined in Section 3.01 hereof.

“Lessee”– [Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company], and any assignee that assumes the obligations of the Lessee pursuant to the provisions of this Lease Agreement.

“Lessor” – City of Osceola, Arkansas.

“Loan” – The loan from the Lessor to the Lessee which permits Lessee to use Bond proceeds to finance Project Costs.

“Loan Fund” - The fund created by Section 5.06 of the Trust Indenture into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 of the Indenture is to be deposited and out of which disbursements are to be made for Project Costs in the manner and for the purposes specified in Article VI of the Trust Indenture and Section 2.01 hereof.

“Option Agreement” – The Option Agreement attached hereto as Exhibit C.

“Permitted Encumbrances” - At any particular time (i) this Lease Agreement and Indenture, (ii) the encumbrances which affect the Leased Premises as set forth in a title commitment, if any, (iii) utility, access and other easements and rights of way, restrictions, reversions and exceptions that the Lessee certifies will not interfere with or impair the operations being conducted in the Project, (iv) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project, and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Lessor, (v) security interests, liens and mortgages in favor of creditors of Lessee as described in Section 6.05 hereof, and (vi) the Future Subleases, if any, as described in Section 6.05 hereof.

“Project” - The facilities and related improvements more specifically identified in the Recitals hereto and financed out of proceeds of the Bonds and leased under this Lease Agreement.

“Project Costs” - The costs of acquiring, developing, constructing and equipping the Project described in Section 2.02 of this Lease Agreement.

“Purchaser” - The original purchaser of the Bonds.

“**Rent**” or “**Rents**” - The Basic Rent (provided for in Section 3.03A(1) hereof) and the Additional Rent (provided for in Section 3.03B hereof), unless the context clearly indicates both are not intended.

“**State**” - The State of Arkansas.

“**Trust Indenture**” or “**Indenture**” - The Trust Indenture to be executed between the Lessor and the Trustee securing the Bonds.

“**Trustee**” - The Trustee for the time being, whether original or successor, with the original Trustee being [TBD], a state banking corporation organized and operating under the laws of _____ and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts created by the Indenture, and having a corporate trust office located in Little Rock, Arkansas.

Section 1.02. Use of Words. Words of the masculine gender shall be deemed and construed to include the correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words shall include the plural, as well as the singular, number.

ARTICLE II ACQUISITION OF PROJECT

Section 2.01. Acquiring of Project. The Lessee has undertaken and will complete the acquiring of the Project and has executed, or will execute all necessary contracts therefor. The Lessee shall be reimbursed out of the Loan Fund for all qualifying expenditures made by it in connection with acquiring, developing, constructing and equipping the Project in the manner set forth in Section 6.03 of the Indenture. Title to the machinery, equipment and facilities paid for with the proceeds of the Loan shall be transferred to the Lessor and become part of the Leased Premises described in Section 3.01. The same shall be subject to such liens or encumbrances as may be placed thereon by Lessee prior to such transfer.

Lessee, with the cooperation of Lessor when necessary, shall obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, development, construction and equipping of the Project, and the Project shall be acquired, developed and constructed in compliance with all State and local laws, ordinances and regulations applicable thereto. All requests, approvals and agreements required on the part of Lessor and on the part of Lessee shall be in writing, signed by the authorized representative of the party making such request, granting such approval, or entering into such agreement. The Lessor and Lessee shall, concurrently with the delivery of this Lease Agreement, notify each other of the Authorized Lessor Representative and the Authorized Lessee Representative, respectively. It is agreed that each party may have more than one representative and may change the representative or representatives from time to time, with each such change to be in writing forwarded to the other party. The representative of each party so designated shall be authorized to enter into and execute any contracts or agreements or to grant any approvals or to take any action for and on behalf of the party hereto represented by such person and the other party to this Lease Agreement shall be entitled to rely upon the representative as having full authority to bind the party hereto represented by such person.

Section 2.02. Itemization of Project Costs. Costs incurred by Lessor and Lessee under Section 2.01 hereof and in other sections of this Article II shall be referred to as “Project Costs” and it is agreed that if Project Costs exceed the available proceeds received from the sale of the Bonds, the Lessee shall pay the entire amount of any such excess. Project Costs, as that term is used in this Lease Agreement, include the costs incurred by Lessor, Lessee or others in acquiring, developing, constructing and equipping the Project and the costs of making the Loan and the issuance of the Bonds.

It is covenanted and agreed by Lessee that the proceeds of the Loan will be used for Project Costs.

Proceeds derived from the sale of the Bonds shall be deposited in the funds, handled, invested and disbursed in accordance with the provisions of the Trust Indenture. It is agreed that the Trust Indenture will be delivered and become effective after the delivery and effectiveness of this Lease Agreement and it is covenanted and agreed that so long as the Lessee is not in default under this Lease Agreement beyond any applicable notice and cure period, the Trust Indenture shall not be amended or supplemented without the approval of the Lessee of the amendment or supplement being made.

Section 2.03. Certificate of Completion Date. Promptly after the Completion Date, the Lessee shall submit to the Issuer and the Trustee a certificate, executed by an Authorized Lessee Representative, which shall specify the Completion Date and shall state that acquisition, construction and equipping of the Project has been completed and the Project Costs have been paid or set aside for payment, except for any Project Costs which have been incurred but are not then due and payable, or the liability for the payment of which is being contested or disputed by the Lessee. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

ARTICLE III DEMISING CLAUSES, DURATION OF LEASE TERM AND RENTAL PROVISIONS

Section 3.01. Demise of Leased Premises. Lessor, for and in consideration of the rents, covenants and agreements herein reserved, mentioned and contained, on the part of Lessee to be paid, kept and performed, agrees to and does hereby lease to Lessee, and Lessee agrees to, and does hereby lease, take and hire from Lessor, subject to the terms, conditions and provisions of this Lease Agreement expressed, the following:

The land described in **Exhibit B**, and the improvements, machinery, equipment, furnishings, and other personal property described in **Exhibit A**, or elsewhere, including, without limitation, all replacements and substitutions which become the property of the Lessor, pursuant to the provisions of this Lease Agreement.

The properties described in this Section 3.01 are herein collectively referred to as the “**Leased Premises.**” Lessor and Lessee acknowledge and agree that **Exhibit A** will be

supplemented and amended during the term of the Lease Agreement to identify additional improvements and fee and leasehold interests in machinery, equipment, furnishings, other personal property, and fixtures that are acquired with proceeds of the Bonds after the commencement date of this Lease Agreement.

TO HAVE AND TO HOLD the Leased Premises unto the Lessee for the term of this Lease Agreement as hereinafter set forth.

Section 3.02. Term of Lease Agreement. The initial term of this Lease Agreement shall commence as of _____, 20__, and shall continue until _____, 20__ and as long thereafter as the Lessee has failed to make all required payments of Basic Rent or Additional Rent. At any time following or contemporaneous with the redemption of the Bonds in full or the expiration of the term of the Lease Agreement, if the purchase option set forth in Article XX has not been exercised, Lessee shall have the unconditional right and obligation to purchase the Leased Premises for the Purchase Price (as defined and described in the Option Agreement), and the Lease Agreement will be terminated contemporaneous with such purchase. Further, the Lease Agreement will be terminated contemporaneous with the full exercise of the purchase option set forth in Article XX.

Section 3.03. Basic Rent; Additional Rent; Absolute and Unconditional Obligation to pay Basic Rent and Additional Rent.

A. Basic Rent.

(1) Lessee covenants to pay to Lessor, in the manner hereinafter provided in Section 3.04, Basic Rent annually in the amounts necessary to pay interest and principal of all outstanding Bonds as the same become due, either at maturity or upon optional redemption, under the provisions of the Indenture. Basic Rent shall be payable annually on _____ commencing on _____, 20__ through _____, 20__, or until the principal of and interest on the Bonds shall have been fully paid, or the required provision made for the payment thereof in accordance with the provisions of the Trust Indenture. In the event a Basic Rent payment date falls on a non-business day, the Basic Rent payment involved shall not be due and payable until the time of opening of business on the next succeeding day thereafter that is a business day.

(2) If, during any year while any of the Bonds shall be outstanding, the Basic Rent shall be insufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due, the amount of the insufficiency shall be paid by the Lessee as additional Basic Rent. If at any time the amount in the Bond Fund, hereinabove referred to and hereafter described in Section 3.04, is sufficient to pay in full the principal of, premium, if any, interest on, and, if redemption is involved, redemption expenses in connection with, all of the outstanding Bonds, then no further Basic Rent shall be payable hereunder. If any moneys remain in the Bond Fund after payment or the making of provision for payment in accordance with the provisions of Article V of the Trust Indenture, of the principal of, premium, if any, interest on, and, if redemption is involved,

redemption expenses in connection with, all outstanding Bonds, such remaining moneys shall be refunded to Lessee as excess Basic Rent.

B. Additional Rent.

(1) During the term hereof, Lessee shall pay as Additional Rent to the Lessor \$ _____ payable annually on _____ commencing on _____, 20__ through _____, 20__, or until the principal of and interest on the Bonds shall have been fully paid.

(2) During the term hereof, Lessee shall pay as Additional Rent payable to the Lessor, any expenses which are required to be incurred by Lessor pursuant to the provisions of this Lease Agreement or the Trust Indenture the payment of which is not otherwise provided for by applicable provisions of this Lease Agreement or the Trust Indenture, and all impositions (as defined in Section 4.01), expenses, liabilities, obligations and other payments of whatever nature which Lessee has agreed to pay or assume under the provisions of this Lease Agreement; provided that, Lessor acknowledges that no such expenses are contemplated to be incurred on the date hereof and that Lessor will provide Lessee with notice of such expenses prior to being incurred by the Lessor, or, if incurred without Lessor's direct involvement or knowledge, within a reasonable time thereafter, or as soon thereafter as Lessor becomes, or reasonably should have become, aware of such expenses. If at any time any amounts paid by Lessee as Additional Rent hereunder are or become in excess of the amounts required for the purposes for which they were paid, such excess amounts shall be refunded to the Lessee.

C. Payment. Until the principal of, premium, if any, and interest on the Bonds shall have been paid or provision for such payment shall have been made in accordance with the provisions of Article V of the Trust Indenture, Lessee's obligation to pay Basic Rent and Additional Rent shall be absolute and unconditional and the Basic Rent and the Additional Rent shall be payable on the dates or at the times specified, and without abatement or set-off, and regardless of any contingencies whatsoever, and notwithstanding any circumstances or occurrences that may now exist or that may hereafter arise or take place, including, but without limiting the generality of the foregoing:

(1) The unavailability of the Leased Premises, or any part thereof, for use by the Lessee at any time by reason of the failure to complete the Project by any particular time or at all or by reason of any other contingency, occurrence or circumstances whatsoever;

(2) Damage to or destruction of the Leased Premises, or any part thereof;

(3) Legal curtailment of Lessee's use of the Leased Premises, or any part thereof;

(4) Change in Lessor's legal organization or status;

(5) Any assignment under the provisions of Article XVI including, without limitation, an assignment as part of a transaction involving merger, consolidation or sale of all or substantially all of Lessee's assets, as provided in Section 16.01; subject, however, to the provisions of Section 16.01 that performance by an assignee or sublessee shall be considered as performance pro tanto by Lessee;

(6) Any termination of this Lease Agreement for any reason whatsoever, including, without limitation, termination under Article XIX;

(7) Failure of consideration or commercial frustration of purposes;

(8) Any default of the Lessor under this Lease Agreement, or any other fault or failure of the Lessor whatsoever.

Lessee covenants that it will not enter into any contract, indenture or agreement of any nature whatsoever which shall in any way limit, restrict or prevent Lessee from performing any of its obligations under this Lease Agreement.

Section 3.04. Method of Payment of Basic Rent and Additional Rent. Payments of Basic Rent shall be made to Lessor by Lessee remitting the same directly to the Trustee, for the account of Lessor, and shall be deposited by the Trustee in the Bond Fund provided for in the Trust Indenture, to be used by the Trustee as provided in the Trust Indenture. Additional Rent specified in Section 3.03B shall be paid by Lessee remitting the same directly to the Lessor, in the case of the Lessor's expenses and charges, and either making direct payment in the case of impositions and other costs, expenses, liabilities and payments assumed and agreed to be paid by Lessee under this Lease Agreement, or reimbursing Lessor, if, pursuant to the provisions of this Lease Agreement, Trustee shall make payment thereof.

Section 3.05. Home Office Payment Agreement. Notwithstanding any provision of this Lease Agreement to the contrary, the Lessor, the Lessee, the Purchaser, the Trustee and any of their successors or assigns may enter into or accept the terms of a home office payment agreement providing for the making of all payments due under this Lease Agreement at a place and in a manner other than as provided in this Lease Agreement upon such conditions as shall be satisfactory to the parties thereto, including, but not limited to, compliance with standards and recommendations promulgated by the Financial Accounting Standards Board. Contemporaneous with the delivery of the Bonds and this Lease Agreement, the appropriate parties will enter into the Home Office Payment Agreement.

Section 3.06. Day for Payment. Whenever any payment to be made hereunder shall be stated to be due on a Saturday, Sunday or a day banks are closed under the laws of the State or the United States of America, such payment shall be made on the next business day.

**ARTICLE IV
TAXES AND ASSESSMENTS (IMPOSITIONS)**

Section 4.01. Taxes and Assessments. Subject to the provisions of Section 4.02, Lessee shall pay all taxes and assessments, general and specific, if any, levied and assessed on the Leased Premises during the term, and all water and sewer charges, assessments, and other governmental charges and impositions whatsoever, foreseen and unforeseen, which if not paid when due, would impair the lien of the Trust Indenture on the Leased Premises or the security of the Bonds, encumber Lessor's title, or impair the right of the Lessor to receive the rent hereunder or in any manner whatsoever diminish the amounts thereof, all of which are herein called "impositions;" provided, however, that any impositions relating to a fiscal period of the taxing authority, part of which extends beyond the term, shall be apportioned as of the expiration of the term. Lessor shall promptly forward to Lessee any notice, bill or other statement received by Lessor concerning any impositions. Lessee may pay any imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance. Lessee may contest any imposition or the consent thereby by proper legal proceedings diligently conducted. It is anticipated that the only ad valorem taxes and assessments that may be paid by the Lessee relating to the Leased Premises will be controlled by the Payment in Lieu of Taxes Agreement dated _____, 20__ (the "**PILOT Agreement**").

Section 4.02. Leased Premises Exempt From Ad Valorem Taxes; Contest of Attempted Levy Authorized. The Lessor covenants that it will not part with title to the Leased Premises or any part thereof during the term or take any other affirmative action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Leased Premises; provided, however, that Lessor shall not contest the exercise of the Purchase Option provided in Article XX pursuant to the terms thereof.

Lessor has represented to Lessee and the Lessor and the Lessee acknowledge that under their and other interpretations of present law, no part of the Leased Premises will be subject to ad valorem taxation by the State or by any political or taxing subdivision thereof, and these factors, among others, materially induced the Lessee to enter into this Lease Agreement. However, the Lessee will pay all impositions, if any, in connection with the Leased Premises, which may be lawfully levied or assessed upon the Leased Premises, when the same shall become due; provided, however, that Lessee may contest any such impositions and need not pay during the pendency of such contest, except that the Lessee shall in all events pay to prevent the Leased Premises from becoming subject to loss or forfeiture. The Lessor hereby agrees that it will cooperate with the Lessee in resisting any such impositions if and to whatever extent the Lessee may request. Lessee's compliance with the PILOT Agreement will constitute compliance with the terms of this Section 4.02 with regard to any ad valorem taxation affecting the Leased Premises.

**ARTICLE V
INSURANCE**

Section 5.01. Insurance Required.

A. Lessee shall, at Lessee's sole cost and expense, keep the Leased Premises insured in a commercially reasonable manner and in commercially reasonable amounts.

B. At all times during the term, Lessee shall, at no cost or expense to Lessor, maintain or cause to be maintained:

- (i) Commercial General Liability insurance against claims for bodily injury or death occurring upon, in or about the Leased Premises, with such insurance to afford protection to the limits of not less than \$500,000 in respect of bodily injury or death to any one person and to the limit of not less than \$1,000,000 in respect of any one accident; and
- (ii) Property damage insurance against claims for damage to property occurring upon, in or about the Leased Premises with such insurance to afford protection to the limit of not less than \$100,000 in respect of damages to the property of any one owner.

C. Copies or certificates of the insurance provided for by this Article or elsewhere in this Lease Agreement shall be delivered by Lessee to the Lessor upon the request of Lessor. And, in the case of expiring policies throughout the term, copies or certificates of any new or renewal policies shall be delivered by Lessee to Lessor upon the request of Lessor.

D. All insurance required by this Section 5.01 shall be effected with insurance companies qualified to do business in the State selected by the Lessee. The Lessee shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith.

**ARTICLE VI
REPAIRS AND MAINTENANCE OF
LEASED PREMISES, ALTERATIONS
PERMITTED ENCUMBRANCES**

Section 6.01. Lessee Obligated to Maintain Buildings and Improvements. Lessee shall throughout the term, at no cost and expense to Lessor, maintain, or cause to be maintained the improvements now or at any time erected on the lands included in the Leased Premises; provided that, it shall be in Lessee's sole discretion, what, if any, maintenance activities it performs on the Leased Premises and any other property owned by Lessee in Mississippi County, Arkansas.

Section 6.02. Lessee Has Right to Make Additions, Alterations and Changes. Without the consent of or notice to the Lessor, Lessee shall have the right from time to time to make additions, alterations and changes in or to the improvements constituting part of the Leased Premises and shall have the right to construct new improvements, in its sole and absolute discretion, and whether or not such additions, alterations and changed or new improvements are financed with proceeds of the Loan. Lessee shall maintain detailed records of the nature and cost of such additions, alterations and changes, which shall be available for

inspection by Lessor's representatives and agents on reasonable notice. It is understood and agreed that in the event the Lessee makes any additions, alterations and changes in or to the improvements constituting part of the Leased Premises as authorized by this Section 6.02, the Lessee shall be under no obligation at the expiration of the term to restore the Leased Premises to their original condition prior to such additions, alterations or changes.

Section 6.03. Structural Improvements and Alterations Become Property of Lessor; Machinery, Equipment and Other Property Installed at Lessee's Expense Remain Its Property With Right of Removal. All structural improvements and alterations made on the Leased Premises by or on behalf of Lessee shall immediately upon completion thereof be and become the property of the Lessor without payment therefor by Lessor but subject to this Lease Agreement. Any machinery and equipment, trade fixtures, movable partitions, furniture and furnishings and other property installed at the expense of Lessee, without reimbursement from Bond proceeds, shall remain the property of the Lessee with the right of removal, whether or not affixed and/or attached to the real estate, and the Lessee shall, so long as it is not in default hereunder, be entitled but shall not be obligated to remove the same, or any part thereof, during the term, or within a reasonable time thereafter, but Lessee shall at its own cost and expense repair any and all damages to the Leased Premises resulting from or caused by their removal therefrom.

Section 6.04. Property on Leased Premises at Sole Risk of Lessee. All property of any kind which may be on the Leased Premises (whether belonging to the Lessor, Lessee or to any third person) shall be at the sole risk of Lessee and those claiming by, through or under Lessee and Lessor shall not be liable to Lessee or to those claiming by, through or under Lessee or to said third persons for any injury, loss or damage to any person or property on the Leased Premises.

Section 6.05. Permitted Encumbrances. Lessor acknowledges that the Leased Premises will be subject to prior liens at the time title is transferred to the Lessor. Regardless of whether or not Lessor is permitted by Arkansas law to place a lien on the Leased Premises, the Lessor agrees that it is contractually prohibited from placing any lien or attempting to place any lien on the Leased Premises without the express written consent of Lessee which consent may be withheld in the sole discretion of Lessee, and any attempt by Lessor to impose a lien that is not consistent with this Section 6.05 or Arkansas law is void.

Lessor acknowledges that Lessee, at its sole option and discretion, may sublease tracts within the Leased Premises pursuant to Section 16.01 of this Lease Agreement (each, a "Future Sublease"). Lessor agrees for the benefit of each sublessee under Future Subleases that if this Lease Agreement is terminated, or Lessor comes into possession of the Leased Premises without termination, then in either such event Lessor shall recognize the Future Subleases and the rights of the lessees and sublessees thereunder provided that such lessees and sublessees attorn to Lessor. Notwithstanding the foregoing, Lessor will not be (i) liable for any act or omission of Lessee, (ii) subject to any offsets or counterclaims that any such lessee or sublessee may have against Lessee, (iii) bound by any notices given to Lessee of which Lessor did not also receive notice, or (iv) obligated to commence or complete any construction or installation of any improvements or to make any contribution towards any construction or installation of any improvements relating to any Future Sublease. The liability of Lessor under any Future

Sublease will continue only so long as Lessor is the owner of the property subject to any Future Sublease and such liability will not continue or survive with respect to claims accruing after further transfer of such interest.

Section 6.06. Leasehold Mortgages. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee may at any time and from time-to-time, without Lessor's consent, encumber, hypothecate, mortgage, pledge or alienate Lessee's leasehold estate and rights hereunder as security for payment of any indebtedness of Lessee to one or more institutional lenders or other secured creditors of Lessee. Any such encumbrance, hypothecation, mortgage, pledge or alienation shall be referred to herein as a "**Leasehold Mortgage**," and the holder of a Leasehold Mortgage shall be referred to herein as "**Leasehold Mortgagee**." Lessor hereby consents to the assignment of and grant of a security interest in Lessee's interest under this Lease Agreement and leasehold interest in the Leased Premises to any Leasehold Mortgagee, and consents to the exercise by such Leasehold Mortgagee of any and all rights and remedies permitted under its Leasehold Mortgage and any security instruments executed by Lessee in connection therewith. A Leasehold Mortgagee may enforce its Leasehold Mortgage and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such Leasehold Mortgage, such Leasehold Mortgagee may take possession of and operate the Leased Premises. If a Leasehold Mortgagee succeeds to the interest of Lessee under this Lease Agreement, upon foreclosure of such Leasehold Mortgage by power of sale, judicial foreclosure, acquisition of the leasehold estate by assignment in lieu of foreclosure, or otherwise, a Leasehold Mortgagee may, upon written notice to Lessor, with respect to the applicable portion of the Leased Premises, assign this Lease Agreement and the leasehold estate hereby created, subject to all the requirements of this Lease Agreement. The foregoing provisions shall run with the land and survive foreclosure or exercise of power of sale by a Leasehold Mortgagee, or acceptance of an assignment in lieu thereof, and repayment or discharge of the debt secured by such Leasehold Mortgage in full.

Lessor, concurrently with the delivery to Lessee of any notice of a default or breach under this Lease Agreement, shall provide a copy of such notice to all Leasehold Mortgagees. Lessor may not terminate this Lease Agreement or accept surrender of Lessee's leasehold estate and interest in the Leased Premises, based on Lessee's default or breach unless such notice has been given to each Leasehold Mortgagee and the Leasehold Mortgagees, individually or collectively, fail to cure such default or breach within the timeframes provided in this Lease Agreement for Lessee's cure thereof, provided however, that in no event shall Leasehold Mortgagee have less than sixty (60) days for the payment of rent and up to ninety (90) days for other defaults, subject to additional time if cure cannot be reasonably completed within ninety (90) days and a Leasehold Mortgagee has commenced and is proceeding diligently and continuously in a commercially reasonable manner to cure such default or to gain possession of the Leased Premises where such possession is necessary to cure such default. Notwithstanding the foregoing, if there is a default that is not capable of or susceptible to cure, or if this Lease Agreement should automatically terminate by operation of law (including without limitation by rejection in bankruptcy) or otherwise, each Leasehold Mortgagee shall have the option to enter into a new lease with Lessor upon termination of this Lease Agreement, which new lease shall be directly between Lessor and Leasehold Mortgagee, for a term equal to the remaining term hereof and otherwise on the same terms and conditions of this Lease Agreement, provided such Leasehold Mortgagee cures all defaults under this Lease Agreement which could be cured by the

payment of money and pays to Lessor all rent and other amounts due and payable Lessee under this Lease Agreement but for such termination, rejection or disaffirmance. Any such new lease made pursuant to this Section 6.06 shall have the same priority with respect to other interests in the Leased Premises as the priority of this Lease Agreement. The provisions of this Section 6.06 shall survive the termination, rejection or disaffirmance of this Lease Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 6.06 were a separate and independent contract made by Lessor, Lessee and each Leasehold Mortgagee. The parties agree that fee title and the leasehold estate in the Leased Premises shall not merge, but shall always and in any event be kept separate and distinct, notwithstanding the union of said estates in Lessor, Lessee, Leasehold Mortgagees, or any other party, whether by purchase or otherwise. Lessor agrees that it will not modify or amend this Section 6.06 or any other provision of this Lease Agreement in any material respect, either orally or in writing, without the prior written consent of each Leasehold Mortgagee. The provisions of this Section 6.06 are for the benefit of each Leasehold Mortgagee and may be relied upon and shall be enforceable by each Leasehold Mortgagee as if each Leasehold Mortgagee were a party to this Lease Agreement. Lessor agrees to execute and deliver such documents, instruments and agreements as may be reasonably requested by Lessee or a Leasehold Mortgagee from time to time to evidence or confirm the provisions of this Section 6.06 including without limitation a "landlord consent", "collateral access agreement" or similar document in form and substance reasonably acceptable to a Leasehold Mortgagee, the terms of which shall include without limitation that Lessor (i) consents to such Leasehold Mortgage, (ii) waives any landlord's lien or other contractual or statutory lien and any rights of distress or distraint with respect to Lessee's property, or the property of its sublessees, successors or assigns, from time to time located on the Leased Premises, and (iii) with or without instituting any proceeding to foreclose its Leasehold Mortgage, Leasehold Mortgagee shall be permitted to enter the Leased Premises to take possession of, use, remove, sell (including auction sales), transfer or otherwise dispose of all or any part of the Leased Premises applicable to such Leasehold Mortgagee.

ARTICLE VII USE OF LEASED PREMISES - COMPLIANCE WITH ORDERS, ETC.

Section 7.01. Permitted Use of Leased Premises and Compliance with Laws, Etc.

Subject to the following provisions of this Section 7.01, Lessor and Lessee agree that Lessee shall use the Leased Premises as a manufacturing facility and for any activities and purposes incidental thereto or in furtherance thereof or for any lawful purpose approved by Lessor. Lessor agrees and confirms that Lessee's intended use of the Leased Premises for the manufacture, refinement or processing of steel and for any activities and purposes incidental thereto or in furtherance thereof is a permitted use. Lessee shall during the term promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or government authorities, now or hereafter applicable to the Leased Premises. Lessee shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without incidence of any liens on the Leased Premises, Lessee may postpone compliance until final determination of such contest, provided such contest shall be prosecuted with due diligence; and even though a lien against the Leased Premises may be incurred by reason of such non-compliance, Lessee may nevertheless delay compliance therewith during contests thereof, provided Lessee, if required, furnishes Lessor reasonably

satisfactory security against any loss by reason of such lien and effectively prevents foreclosure thereof. Lessee shall during the term comply with the mandatory requirement, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease Agreement.

Section 7.02. Lessor's Covenant Not to Impose Burdensome Laws, Etc. Lessor covenants that, to the full extent permitted by law, it will not attempt to impose upon the use or occupancy of the Leased Premises by the Lessee any laws, ordinances, rules or regulations more burdensome or restrictive than those in effect upon the date of execution of this Lease Agreement.

Section 7.03. Lessor's Covenant Not to Condemn. The Lessor covenants that during the Lease Term it will not take or condemn any part of the Leased Premises or attempt to do so.

Section 7.04. Lessor to Grant Easements. The Lessor agrees that, when requested by the Lessee, it will take necessary steps to grant utility, road and other easements and rights of way over, along, across and under the Leased Premises. Instruments granting such easements and rights of way may be executed by the Mayor and City Clerk of the Lessor, who shall be entitled to rely upon and act in accordance with the written request of the Lessee signed by an authorized Lessee representative. Lessor shall not grant any utility, road and other easements and rights of way over, along, across and under the Leased Premises without the written consent of the Lessee.

ARTICLE VIII WORK PERFORMED BY LESSEE

Section 8.01. Obligations of Parties Concerning Work on Leased Premises and Obtaining Necessary Permits. Lessee shall not do or permit others under its control to do any work on the Leased Premises related to any repair, rebuilding, alteration of or addition to the improvements constituting part of the Leased Premises unless Lessee shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. Lessor shall join in the application for any such permit or authorization whenever required, but Lessee shall indemnify and hold Lessor harmless against and from all costs and expenses which may be thereby incurred by Lessor. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the reasonable requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of this Lease Agreement.

ARTICLE IX MECHANICS' LIENS

Section 9.01. Lessee to Keep Leased Premises Free of Construction Liens. If any lien shall be filed against the interest of Lessor or Lessee in the Leased Premises or asserted against any rents payable hereunder, by reason of work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises at the request or with the permission of Lessee, or anyone claiming under Lessee, after receipt of notice of the filing

thereof or the assertion thereof against such rents, Lessee shall cause the same to be discharged promptly of record, or effectively prevent the enforcement or foreclosure thereof against the Leased Premises or such rents, by contest, payment, deposit, bond, insurance, order of Court or otherwise, the actual method being within Lessee's discretion. Nothing contained in this Lease Agreement shall be construed as constituting the express or implied consent to or permission of Lessor for the performance of any labor or services or the furnishing of any materials that would give rise to any such lien against Lessor's interest in the Leased Premises.

ARTICLE X INDEMNIFICATION OF LESSOR

Section 10.01. Indemnification of Lessor. Commencing with the completion of the Project or when the Lessee takes possession if prior to the completion, Lessee shall and agrees to indemnify and save Lessor and the Trustee and to hold them harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Leased Premises during the term, and against and from all claims arising during the term from (a) any condition of the Leased Premises, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Lease Agreement, (c) any act or negligence of Lessee or of any of its agents, contractors, servants, employees or licensees, or (d) any act or negligence of any assignee or sublessee of Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of Lessee. Upon Lessor and/or Trustee tendering the defense of such claim to Lessee, Lessee shall indemnify and save Lessor and the Trustee harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from any of them, Lessee shall defend them or either of them in any such action or proceeding. Provided, however, Lessee has no obligation related to and shall not indemnify or hold harmless the Lessor or Trustee for any claims resulting from the negligence or willful misconduct of either the Lessor or Trustee.

ARTICLE XI RESERVED

ARTICLE XII PUBLIC UTILITIES AND CHARGES

Section 12.01. Lessee to Pay Public Utility Charges. Lessee agrees to pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to or for the Lessee upon or in connection with the Leased Premises throughout the term of this Lease Agreement, and to indemnify Lessor and save it harmless against any liability or damage on such account.

ARTICLE XIII INSPECTION OF LEASED PREMISES BY LESSOR

Section 13.01. Lessor to Have Right of Inspection Subject to Certain Restrictions. Lessee shall permit Lessor, by its authorized representative, to enter the Leased Premises at all

reasonable times and on reasonable prior written notice during usual business hours for the purpose of inspection to determine Lessee's compliance with the terms hereof. In making such inspections, the Lessor will observe the Lessee's prevailing security and safety arrangements and protocols. Nothing contained herein shall be construed to entitle the Lessor to any information or inspection involving the confidential know-how or other proprietary information of the Lessee.

ARTICLE XIV DAMAGE AND DESTRUCTION

Section 14.01. Lessee to Restore in Event of Damage or Destruction; Application of Insurance Moneys.

A. Lessee covenants and agrees that in the event of damage to or destruction of a substantial portion of the Leased Premises by fire or other casualty, the Lessee shall notify the Lessor within a commercially reasonable period of time. In repairing any such damage, the Lessee may make such repairs in such manner and to such extent as it deems appropriate for its purposes and shall not be liable for the restoration of the Leased Premises to the condition existing prior to such casualty. Any item of machinery and equipment acquired as a replacement hereunder, or any item acquired, in whole or in part, out of insurance proceeds under this Article XIV, whether or not a replacement of or substitute for any item of damaged or destroyed machinery and equipment, if the insurance proceeds with which such item of machinery and equipment was purchased, in whole or in part, were derived from insurance on property which was part of the Project machinery and equipment, owned by Lessor, shall be and become the property of Lessor and shall be part of the Project machinery and equipment and subject to this Lease Agreement. Such restoration, repairs, replacements or rebuilding, if any, shall be commenced promptly and prosecuted with reasonable diligence.

B. The Lessor shall have no responsibility as to the application by the Lessee of any insurance proceeds.

If the insurance money shall be insufficient to pay all costs of the restoration undertaken by the Lessee, the Lessee shall pay the deficiency and proceed to complete the restoration and pay the cost thereof. Any balance of the insurance proceeds remaining over and above the cost of the restoration shall be retained by the Lessee.

Section 14.02. No Diminution in Lessee's Obligation to Pay Basic Rent and Perform Other Covenants. Lessee's obligation to make payment of the Basic Rent and all other covenants on the part of Lessee to be performed shall not be affected by any such destruction or damage, and Lessee hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligation of Lessee as herein set forth, or which releases Lessee therefrom.

Section 14.03. Lessee Not Obligated to Restore if Purchase Option Exercised or All Outstanding Bonds Paid. Notwithstanding the provisions of the foregoing sections of this Article XIV, Lessee shall not be required to repair, restore, replace or rebuild the Leased Premises, or any part thereof, (a) if Lessee, pursuant to the provisions of Article XX, shall elect

to purchase the Leased Premises and shall proceed to pay the specified purchase price or (b) if the full amount necessary under the provisions of the Trust Indenture to pay or redeem all outstanding Bonds shall have been paid and Lessee has not elected to purchase the Leased Premises or (c) if the value of the Project without restoration is at least equal to the outstanding principal amount of the Bonds. If Lessee shall so elect to purchase, the proceeds of all insurance may be used as part of the purchase price and upon the request of Lessee shall be so applied. If there be any excess insurance proceeds over and above the amount necessary to pay the purchase price, such excess shall be paid to and shall belong to the Lessee. If Lessee shall have paid the full amount necessary to pay or redeem all outstanding Bonds, any insurance proceeds shall be paid to and shall belong to Lessee.

ARTICLE XV CONDEMNATION

Section 15.01. Rights of Parties in Event of Condemnation; Bonds Protected in Any Event.

A. If during the term of this Lease Agreement title to all or substantially all of the Leased Premises shall be taken or condemned by a competent authority for any public use or purpose, the net amount awarded as damages or paid as a result of such taking (being the gross award less attorneys' fees and other expenses and costs incurred in the condemnation proceedings, hereinafter referred to as the "net award") shall be used on the next redemption date to pay in accordance with the provisions of the Trust Indenture, the entire principal, premium, if any, and interest on all Bonds outstanding under the Trust Indenture. If the net award together with the amount then in the Bond Fund, shall be insufficient to pay in full, on the next redemption date, the amount necessary to pay all principal, premium, if any, interest, and all other costs of redemption, on all Bonds outstanding under the Trust Indenture (all of which, for purposes of this Section, shall be called "total bond redemption expense"), Lessee agrees to pay, promptly upon payment of the net award, as Additional Rent hereunder, the amount by which the total bond redemption expense shall exceed the net award plus the amount then on deposit in the Bond Fund and available for payment and redemption of the Bonds outstanding under the Trust Indenture. For purposes of this Article and of Article XX, "title to all or substantially all of the Leased Premises shall be taken or condemned" shall be deemed to mean a taking of all of the Leased Premises or a taking of such substantial portion of the Leased Premises that the Lessee, as determined by the Lessee in its sole discretion, cannot reasonably operate the remainder in substantially the same manner as before. In the event the net award, together with any available amount in the Bond Fund, shall be in excess of the amount necessary to pay the total bond redemption expense, such excess shall belong to and be paid to the Lessee.

B. If less than substantially all of the Leased Premises shall be taken or condemned by a competent authority for any public use or purpose, neither the term nor any of the obligations of either party under this Lease Agreement shall be affected or reduced in any way, and

- (i) Lessee shall proceed to repair, rebuild and replace the remaining part of the Leased Premises as nearly as possible to the condition existing prior to such taking, to the extent that the same may be feasible, subject to the right on the part of the Lessee to make alterations which, in the reasonable judgment of Lessee (and in accordance with Article VI hereof), will improve the efficiency of the Leased Premises for the purposes of their intended use under this Lease Agreement; and
- (ii) The net award shall be paid to the Lessor and by it to the Lessee, and the Lessor hereby assigns the same to the Lessee for the use of the Lessee in repairing, rebuilding and replacing as provided in (i) above. The net award shall be transferred to the Lessee in the same manner as is provided in Section 14.01 with respect to insurance proceeds, provided that the words "insurance proceeds" there referred to shall for purposes of this subparagraph (ii) refer to "net award." If the net award is in excess of the amount necessary to repair, rebuild and replace as specified in (i) above, such excess shall be deposited in the Bond Fund or if there are no Bonds outstanding under the Trust Indenture the excess shall belong to and shall be paid to the Lessee. If the net award is less than the amount necessary for the Lessee to repair, rebuild and replace as set forth in (i) above, the Lessee shall nevertheless complete the repair, rebuilding and replacement work and pay the cost thereof to the extent not covered by the net award.

C. In the event of a taking under either A or B above, the Lessee shall have the right to participate in and to submit proof in the condemnation proceedings and to receive any award (by way of negotiation, settlement or judgment) which may be made for damages sustained by Lessee by reason of the condemnation; provided, however, nothing in this subsection C shall be construed to diminish or impair in any way Lessee's obligation under subsection A of this Section 15.01 to pay as Additional Rent the amount of any insufficiency of the net award and the funds in the Bond Fund to pay the total bond redemption expense as therein defined.

D. If the temporary use of the whole or any part of the Leased Premises shall be taken by right of eminent domain, this Lease Agreement shall not be thereby terminated and the parties shall continue to be obligated under all of its terms and provisions and Lessee shall be entitled to receive the entire amount of the award made for such taking, whether by way of damages, rent or otherwise.

Section 15.02. Lessee Obligated to Continue Basic and Additional Rental Payments Until Condemnation Award Available. In the event of a taking of all or substantially all of the Leased Premises as provided in Section 15.01A, the Lessee agrees to continue to make payment of the Basic Rent and the Additional Rent until the condemnation award shall be actually received by the Lessor.

Section 15.03. Lessee's Right to Exercise Purchase Option Continues in Force Notwithstanding Condemnation Proceedings. Notwithstanding the fact that all or any part of the Leased Premises shall be taken by right of eminent domain, Lessee shall have the right to exercise the Purchase Option granted to it by the provisions of Article XX hereof and the foregoing provisions of this Article shall be construed in the light of the effect of the Purchase Option so exercised by Lessee. In the event of the exercise of the Purchase Option under Article XX and payment of the required purchase price, whether before or after such taking, the net award shall belong to Lessee.

Section 15.04. Right of Lessee to Participate in Condemnation Proceedings. Lessee shall have the sole right, proceeding in the name of the Lessor, to handle the defense of any condemnation proceeding pertaining to or affecting the Leased Premises or to handle the prosecution of any proceeding in connection with a condemnation, pertaining to or affecting the Leased Premises, and shall have the sole right, proceeding in the name of the Lessor, to negotiate any settlement or compensation for a taking pertaining to or affecting the Leased Premises and the Lessor agrees that it will cooperate with the Lessee in such manner as the Lessee requests with the end in view of obtaining the maximum possible amount justifiable as damages for the taking. The Lessee shall have the right, proceeding in its own name, to participate in the condemnation proceedings and to receive any award (by way of negotiation, settlement or judgment) which may be made for damages sustained by Lessee by reason of the condemnation.

ARTICLE XVI ASSIGNMENT

Section 16.01. Assignment and Subletting Permitted But Lessee Not Relieved of Obligations; Assignment to Trustee Permitted.

A. Lessee may assign this Lease Agreement or sublet the Leased Premises or parts thereof provided that no such assignment or subletting and no dealings or transactions between the Lessor and any sublessee or assignee shall relieve the Lessee of any of its obligations under this Lease Agreement and Lessee shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance pro tanto by Lessee; provided, however, that Lessee may assign this Lease Agreement, and be thereby relieved of further obligation hereunder, in connection with a transaction involving merger, consolidation or sale as permitted under Section 23.07 provided the requirements thereof are met. The Lessee shall give sixty (60) days prior notice of such assignment or subletting to the Lessor. Lessee may sell or assign its interest in this Lease Agreement and be relieved of its obligations under this Lease in situations other than those described in Section 23.07, but only with the written consent of Lessor.

B. The Lessor shall not assign, encumber, sell or dispose of all or any part of its rights, title and interest in and to the Leased Premises and this Lease Agreement, except to the Lessee or a creditor of Lessee to which Lessee has granted a security interest in either the Leased Premises or the Lease Agreement in accordance with the provisions of this Lease Agreement, but subject to the provisions of Article XVII hereof,

without the prior written consent of the Lessee. Lessor may assign its interests in the Lease Agreement to the Trustee.

C. Anything in this Section 16.01 to the contrary notwithstanding, Lessee may sublease without Lessor's consent up to fifty percent (50%) of the Leased Premises, with such percentage based on value, in one or more subleases, in each case following written notice to the Lessor or otherwise in compliance with Section 6.05 hereof.

ARTICLE XVII PRIORITY OF LEASE

Section 17.01. Lease Agreement Superior and Prior. This Lease Agreement (and any amendment or supplement hereto executed in accordance with and pursuant to the provisions of this Lease Agreement) and the estate of Lessee hereunder are and shall continue to be superior and prior to the Trust Indenture (and all supplements thereto).

Section 17.02. Subordination in Bankruptcy. If the Lease Agreement is at any time determined to be a secured financing by a court of competent jurisdiction, then Lessee and Lessor, as applicable, agree: (a) any and all liens determined to exist or be created or arise in favor of the Lessor securing the obligations of Lessee under the Lease Agreement, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise are expressly junior in priority, operation and effect to any and all liens on the Leased Premises existing or hereafter created or arising in favor of a lender, if any, under a document granting to such lender a prior lien on the Leased Premises (i) anything to the contrary contained in any agreement or filing to which Lessee may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, or any defect or deficiency or alleged defect or deficiency in any of the foregoing, (ii) any provision of the Uniform Commercial Code or any applicable law or any financing document or security document between Lessee and any lender or any other circumstance whatsoever and (iii) the fact that any such liens in favor of a lender are otherwise subordinated, voided, avoided, invalidated or lapsed.

ARTICLE XVIII REMEDIES ARE CUMULATIVE - NO IMPLIED WAIVER

Section 18.01. Specific Relief; Remedies are Cumulative, No Implied Waiver. Lessor and Lessee shall each be entitled to specific performance, and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The specific remedies provided for in this Lease Agreement are cumulative and are not exclusive of any other remedy. The failure of either party to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rents with knowledge of any default shall be deemed a waiver of such default.

**ARTICLE XIX
DEFAULT PROVISIONS**

Section 19.01. Events of Default. (a) The following shall be “events of default” under this Lease Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

A. Failure by the Lessee to pay the rents or any part thereof when due so as to prevent timely payment on the Bonds.

B. Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection A of this Section, (i) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the Lessor unless the Lessor shall agree in writing to an extension of such time prior to its expiration or (ii) for such longer period as may be reasonably necessary to remedy such default provided that the Lessee is proceeding with reasonable diligence, to remedy the same.

C. The dissolution of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the commission by the Lessee of any act of bankruptcy, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under similar act which may hereafter be enacted. The term “dissolution or liquidation of the Lessee,” as used in this subsection, shall not be construed to include the cessation of the corporate or limited liability company existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or other entity or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in this Lease Agreement.

(b) In the event that Lessee has granted a leasehold mortgage to any third party, the leasehold mortgagee shall have the right to cure any of the above-referenced defaults. Lessor shall provide timely written notice of all defaults to all leasehold mortgagees at the addresses provided by such leasehold mortgagees to Lessor. Such notices shall state the term of the cure period which shall not be less than the greater of ten (10) business days or the cure period granted to Lessee hereunder or otherwise.

Section 19.02. Remedies. Whenever any event of default shall happen and then be continuing, the Lessor may take any of the following remedial steps:

A. The Lessor may, at its option, declare all installments of rent payable for the remainder of the term to be immediately due and payable, whereupon the same shall become immediately due.

B. The Lessor may re-enter and take possession of the Leased Premises without terminating this Lease Agreement, and sublease the Leased Premises on commercially reasonable terms for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by the Lessee hereunder.

C. The Lessor may terminate the term, exclude the Lessee from possession of the Leased Premises and use its best efforts to lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of any such leasing.

D. The Lessor shall have access to inspect, examine and make copies of the books and records relating to the Leased Premises.

E. The Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the rent and any other amounts payable by Lessee hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

Any amounts collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Trust Indenture.

Notwithstanding the above, before exercising any remedy granted therein, Lessor shall by written notice, grant Lessee the option to cure any default for a period of thirty (30) days, and Lessor agrees that it shall contemporaneously provide a copy of any such notice and the opportunity to cure a default to all leasehold mortgagees.

Section 19.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time as often as may be deemed expedient.

Section 19.04. Rental, Damages and Reletting Handled as Provided in Lease and Agreement and Indentures. The foregoing provisions of this Article relating to the receipt of moneys by Lessor as the result of an acceleration, upon a reletting or otherwise are each to be construed as providing that all such payments by Lessee or others shall be handled as provided in this Lease Agreement and in the Trust Indenture.

ARTICLE XX PURCHASE OPTION

Section 20.01. Purchase Option. The Lessee shall have the right and option to purchase all or any part of the Leased Premises at any time (the "Purchase Option"). Contemporaneous with the execution of this Lease Agreement, Lessee and Lessor shall execute the Option Agreement attached hereto and incorporated herein as Exhibit C. Lessee and Lessor

agree and acknowledge that the consideration for the Purchase Option includes, not only the stated consideration within the Option Agreement, but also the mutual benefits and covenants of this Lease Agreement, the issuance, purchase and repayment of the Bonds, and the accomplishment of the Project, including, but not limited to, the Project's construction and operation by the Lessee.

**ARTICLE XXI
NOTICES**

Section 21.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as set forth herein. The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

If intended for Lessee: [EXPLORATORY VENTURES, LLC or a
different affiliate of United States Steel
Corporation or Big River Steel Holdings LLC]

Attention: _____

With a copy to: [EXPLORATORY VENTURES, LLC or a
different affiliate of United States Steel
Corporation or Big River Steel Holdings LLC]

Attention: _____

If intended for Issuer: CITY OF OSCEOLA, ARKANSAS
303 West Hale Avenue
Osceola, Arkansas 72370
Attention: Mayor

With a copy to: City Attorney
303 West Hale Avenue
Osceola, Arkansas 72370

Any party may change the address and the name of addressee to which subsequent notices are to be sent by notice to the other parties given as aforesaid.

**ARTICLE XXII
RECORDING**

Section 22.01. Recording. A Memorandum of this Lease Agreement and every assignment and modification thereof shall be recorded in the office of the Circuit Clerk and Ex-

Officio Recorder of Mississippi County, Arkansas, Osceola District, upon the request of Lessee or Lessor.

ARTICLE XXIII GENERAL

Section 23.01. Arkansas Law Applicable. This Lease Agreement shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation. All factual representations set forth in the whereas clauses of this Lease Agreement shall be construed as express representations and covenants on the part of the party to which each such recital is applicable to the same extent as though set forth as an express representation and covenant by that party.

Section 23.02. Severability. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Lease Agreement and the application of its provisions to persons or circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Section 23.03. Captions for Reference Only. The Article captions in this Lease Agreement are for convenience and reference only and shall in no way define, limit or describe the scope or intent of this Lease Agreement or any part thereof, or in any wise affect this Lease Agreement and shall not be considered in any construction thereof.

Section 23.04. Provisions Binding on Successors. The provisions of this Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns and sub-lessees (it being understood that assignments and subleasing are governed by the provisions of Article XVI hereof).

Section 23.05. Consent Required for Modification. It is agreed that the Lessor and the Lessee shall not alter, modify or amend any of the terms of this Lease Agreement except by mutual written agreement with the consent of the Trustee as required by the Indenture.

Section 23.06. Reasonable Consent. In each instance in this Lease Agreement where the consent or approval of Lessor is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 23.07. Consolidation, Merger or Sale Permitted In Certain Circumstances. Notwithstanding any other provision of this Lease Agreement to the contrary, the Lessee will maintain its existence as a [corporation][limited liability company] and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or other entity or permit one or more other corporations or other entities to consolidate with, convert into, or merge into it; provided, however, the Lessee may consolidate with or merge into another domestic corporation or other entity (that is a

corporation or other entity organized and existing under the laws of one of the states of the United States of America), or permit one or more other corporations or other entities to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation or other entity all or substantially all of its assets as an entirety and thereafter dissolve on the condition that such surviving, resulting or transferee corporation or other entity shall expressly assume in writing all of the obligations of the Lessee contained in this Lease Agreement and that the net tangible assets of the other corporation or other entity after the consolidation, merger or sale be at least equal to the net tangible assets of Lessee immediately prior to such consolidation, merger or sale and qualifies to do business in the State. In the event of such consolidation, conversion, merger or sale, as permitted by this Section, and the assumption by the surviving, resulting or transferee corporation or other entity of the obligations hereof, the Lessee shall be relieved of all further obligations hereunder. As used herein, "net tangible assets" means all assets of the corporation or other entity (except there shall not be included goodwill) less all liabilities. Thirty (30) days, or such shorter period of time as is acceptable to Lessor, prior to any such consolidation, conversion, merger or sale, the Lessee shall give notice thereof to Lessor.

ARTICLE XXIV REMOVAL AND DISPOSAL OF PROPERTY

Section 24.01. Lessee's Rights and Obligations Concerning Removal and Disposal of Building Service Equipment. The Lessee may, provided Lessee is not in default in the payment of Basic Rent or Additional Rent as required by the provisions of this Lease Agreement and has not received notice of any other default on its part hereunder, remove, free of any right or claim of Lessor, any building service equipment or other improvements (hereinafter defined), subject however, in all cases to the following:

A. Except as provided in Section 24.02, building service equipment or other improvements may be so removed upon the substitution thereof, then or theretofore, by Lessee of other building service equipment or other improvements of a utility or value at least equal to that, at the time of removal, of the building service equipment removed;

B. Lessee shall pay all the costs and expenses of any such removal.

The term "building service equipment" is intended to refer to such things as are affixed to or incorporated in a building for its operation, such as boilers, pumps, tanks, sprinklers, lighting equipment and wiring, heating, plumbing and ventilating equipment, elevators, escalators, refrigerating, air conditioning and air cooling equipment, and items similar in general to any of the foregoing.

Section 24.02. Lessee's Rights and Obligations Concerning Removal and Disposal of Project Machinery and Equipment. The Lessor and the Lessee recognize that after the Project machinery and equipment is installed portions thereof may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises. The Lessor shall not be under any obligation to renew, repair or replace any such inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary items of Project machinery and equipment. In any instance where the Lessee in its sound discretion determines

that any items of Project machinery and equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises,

A. The Lessee may remove such items of Project machinery and equipment from the Leased Premises, and (on behalf of the Lessor) sell, trade-in, exchange or otherwise dispose of them without any responsibility or accountability to the Lessor therefor, provided that the Lessee substitute (either by direct payment of the cost thereof or by advance to the Lessor of the funds necessary there for, as hereinafter provided) and install anywhere in the Leased Premises other machinery or equipment having equal or greater utility (but not necessarily the same function) in the operation of the Leased Premises and provided further that such removal and substitution shall not impair the operating unit of the Leased Premises, and all such substituted machinery or equipment shall be the sole property of the Lessor, shall be and become a part of the Project machinery and equipment subject to this Lease Agreement and shall be held by the Lessee on the same terms and conditions as items originally comprising Project machinery and equipment; or

B. The Lessee may remove such items of Project machinery and equipment from the Leased Premises and sell, trade-in or exchange them on behalf of the Lessor, either to itself or to another, or scrap them (in whole or in part), without being required to substitute and install in the Leased Premises other items of machinery or equipment in lieu thereof.

To the extent necessary to comply with the Trust Indenture and/or the PILOT Agreement, the Lessee will promptly report such removals, substitutions, sales and other dispositions of items of Project machinery and equipment to the Lessor and will execute and deliver to the Lessor such documents as may from time to time be requested to confirm the title of the Lessor (subject to this Lease Agreement) to any items of machinery and equipment that under the provisions of this section are to become a part of Project machinery and equipment. The Lessee will pay any costs (including counsel fees) incurred in subjecting to the lien of the Trust Indenture any items of machinery or equipment that under the provisions of this section are to become a part of Project machinery and equipment. The Lessee will not remove or permit the removal of any of Project machinery and equipment from the Leased Premises except in accordance with the provisions of this Section.

ARTICLE XXV RESERVED

ARTICLE XXVI REPRESENTATIONS AND WARRANTIES

Section 26.01. Representations and Warranties of the Lessor. The Lessor represents and warrants as follows:

A. The Lessor is a body corporate and politic, and is authorized pursuant to the provisions of the Act to enter into the transactions contemplated by this Lease Agreement.

B. The Lessor has full power and authority to enter into the transactions contemplated by this Lease Agreement and the Trust Indenture and to carry out its obligations hereunder and thereunder.

C. The Lessor is not in default under any provisions of the laws of the State material to the performance of its obligations under this Lease Agreement.

D. The Lessor is authorized by the Act to execute and deliver this Lease Agreement and the Trust Indenture and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Lessor, this Lease Agreement and the Indenture are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, (ii) general principles of equity, and (iii) the exercise of judicial discretion in appropriate cases.

E. The loan of the proceeds of the Bonds for the financing or refinancing of the acquisition, construction, and equipping of the Project by the Lessee, as provided by this Lease Agreement, will further the purposes of the Act.

Section 26.02. General Representations and Warranties of the Lessee. The Lessee represents and warrants as follows:

A. The Lessee is duly organized and existing under the laws of the State of _____ and has full power to enter into this Lease Agreement.

B. The making and performance of this Lease Agreement has been duly authorized by all necessary actions and does not contravene any law, regulation or decree or any contractual restriction binding on the Lessee.

C. Except for any Future Leases permitted by Section 6.05, the Lessee is or will be the only Lessee of the Project. Except for the Permitted Encumbrances, the Project is free and clear of all mortgages, liens, charges and encumbrances, which constitute a lien or charge against its property, real or personal, tangible or intangible (except for such liens, if any, as will be waived or discharged at the time of the execution of this Lease Agreement).

D. The making and performance of this Lease Agreement, and each and every other document required to be delivered, has received or will receive in due course all necessary governmental approvals, and does not contravene any law, regulation or decree or any contractual restriction (other than those which shall be waived or discharged at the time of the execution of this Lease Agreement) binding on or affecting the Lessee.

E. This Lease Agreement, any other security documents and each and every other document required to be delivered under Article II hereof, when duly executed and

delivered for value, will be legal and binding obligations of the Lessee, enforceable in accordance with their respective terms.

F. Except as otherwise disclosed in public filings made by Lessee or its affiliates in compliance with its or their regulatory obligations, there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect the financial condition or operations of the Lessee.

G. The Lessee is not in default under any material provision of any lease or rental agreement in such a manner that may materially adversely affect the financial condition or operations of the Lessee.

H. The Lessee is not in default under the terms of any material instrument or undertaking with respect to its obligations to repay any borrowed money.

I. The Lessee is not aware of any claim, or purported claim, of any laborer, materialman, contractor or other person who might assert a lien against the Property by reason of the construction or other improvement in such a manner that may materially adversely affect the financial condition or operations of the Lessee.

J. Estimated project costs have been determined in accordance with sound engineering and accounting principles, and the Lessee estimates that all of the proceeds of the Bonds (exclusive of accrued interest, if any, paid by the original purchasers thereof) will be expended to pay or reimburse such Project costs.

K. All financial information, data, representations, exhibits, terms and conditions required or submitted to the Lessor, if any, are true, accurate and complete in all material respects on the date of delivery by the Lessee.

All of the above representations and warranties shall survive the execution of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

CITY OF OSCEOLA, ARKANSAS, Lessor

By: _____
Sally Wilson, Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

Signature page to Lease Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

**[EXPLORATORY VENTURES, LLC OR A
DIFFERENT AFFILIATE OF UNITED
STATES STEEL CORPORATION OR BIG
RIVER STEEL HOLDINGS LLC], Lessee**

a _____ [corporation][limited liability
company]

By: _____

Name: _____

Title: _____

Signature page to Lease Agreement

STATE OF ARKANSAS)
)
COUNTY OF _____)

ss:

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **SALLY WILSON** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of **[EXPLORATORY VENTURES, LLC** or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company], and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A

Fee interests in real estate, buildings, machinery, equipment, furnishings, other personal property, and fixtures financed with proceeds of the \$3,000,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project) Series 20__ (the "Bonds"), located on the Real Property (described on Exhibit B), including, but not limited to:

All fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever, now or hereafter affixed or attached to or installed in the above described property relating to the manufacture, refinement or processing of steel, and all related or ancillary improvements and equipment.

EXHIBIT B

Legal Description

The Land is located in Mississippi County, Arkansas and described as follows:

[To be inserted]

EXHIBIT C
Option Agreement
(See Attached)

OPTION AGREEMENT

This OPTION AGREEMENT (the "Option Agreement") is entered into and effective on the ____ day of _____, 20__, by and between the **CITY OF OSCEOLA, ARKANSAS** ("**Grantor**") and [**EXPLORATORY VENTURES, LLC** or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company] ("**Grantee**").

WHEREAS, Grantor, as Lessor, and Grantee, as Lessee, have entered into a Lease Agreement (the "**Lease Agreement**") dated as of _____, 20__ relating to the Leased Premises (as defined in the Lease Agreement), and

WHEREAS, pursuant to the Lease Agreement, Grantor has given Grantee the right and option to purchase all or part of the Leased Premises at any time.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor and Grantee, and in consideration of the mutual benefits and covenants herein contained, Grantor and Grantee agree as follows:

1. Definitions. In addition to the words and terms otherwise defined in this Option Agreement, capitalized words and terms shall have the definition given to them in the Lease Agreement.

2. Grantee Option. (a) The Grantee shall have the right and option to purchase all or part of the Leased Premises at any time if:

- (i) The Leased Premises shall sustain major damage or destruction; or
- (ii) Title to all or substantially all of the Leased Premises shall be condemned, by any competent authority other than the Grantor, as provided in Article XV of the Lease Agreement; or
- (iii) As a result of changes in the Constitution of the United States or of the State, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after Grantee's contest thereof in good faith, or change in Grantor's legal organization or status, the Lease Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Lease Agreement, or unreasonable burdens or excessive liabilities are imposed upon either party to it; or
- (iv) There is legal curtailment of Grantee's use and occupancy of all or substantially all of the Leased Premises for any reason other than condemnation referred to in subsection (ii); or
- (v) Grantee determines to do so in its sole and absolute discretion; or

- (vi) Grantee is directed or requested to do so by any lienholder to which the Leased Premises was pledged as security prior to the commencement of the Lease Agreement.

If the Lease Agreement is terminated as a result of a default pursuant to Article XIX therein or otherwise, Grantee shall have the right and option to purchase the Leased Premises at any time during the period ending ninety (90) days after the effective date of such termination, in which event the Purchase Price payable shall include all expenses and reasonable attorney's fees of Grantor in connection with such termination, in addition to the amounts described Section 4.

The term "major damage or destruction" as used in subsection (i) is defined to mean any damage or injury to or destruction of the Leased Premises or any part thereof (whether or not resulting from an insured peril) such that the Leased Premises cannot reasonably be restored to its condition immediately preceding such damage, injury or destruction within a period of six (6) months, or which would prevent Grantee from carrying on its operations therein for a period of at least six (6) months or the restoration cost of which would exceed the total amount of insurance carried on the Leased Premises in accordance with the provisions of Article V of the Lease Agreement, or such that it would not be economically feasible for the Grantee to repair the Leased Premises, as determined by the Grantee in its sole discretion.

(b) **Exercise of Purchase Option.** The Purchase Option may be exercised by Grantee with respect to all of the Leased Premises by giving written notice to Escrow Agent (hereinafter defined), with a copy to Grantor, of the exercise thereof specifying the time and place of closing. At the closing, Escrow Agent shall deliver the Conveyance Documents (hereinafter defined) to or upon the direction of Grantee or any leasehold mortgagee succeeding to the rights of Grantee. Grantor and Grantee agree and acknowledge that the Conveyance Documents shall transfer title to the Leased Premises free and clear of all liens and encumbrances except those identified as Permitted Encumbrances under the Lease Agreement or resulting from any failure of Grantee to perform any of its obligations under the Lease Agreement; provided, however, that if the Purchase Option is exercised under the provisions of Section 2(a)(ii) above, such title may be subject to the rights, titles and interests of any party having taken or who is attempting to take title to or use of all or substantially all or part of the Leased Premises by eminent domain.

3. Obligation to Purchase. At any time following or contemporaneous with the redemption of the Bonds in full, if the purchase option under the provisions of Section 2 has not been exercised, Grantee shall have the further unconditional right and obligation to purchase the Leased Premises for the Purchase Price (defined below).

4. Purchase Price. If the Grantee exercises Grantee's option to purchase the Leased Premises under the provisions of the Option Agreement:

- (i) if no Bonds shall be outstanding under the Trust Indenture at the time of purchase, the purchase price of the Leased Premises (the "Purchase Price") shall be One

Hundred Dollars (\$100.00) or such portion thereof as is allocated to the portion of the Leased Premises that is being purchased; and

- (ii) if Bonds are outstanding under the Trust Indenture at the time of the purchase, the purchase price of the Leased Premises shall be One Hundred Dollars (\$100.00) or such portion thereof as is allocated to the portion of the Leased Premises that is being purchased, and in addition, if the entirety of the Leased Premises is being purchased, either (x) contemporaneous with or prior to the date determined in Section 2(b), the full amount necessary under the provisions of the Trust Indenture to pay or redeem (on the first date thereafter on which all outstanding Bonds may be paid and redeemed after giving the necessary notice) all Bonds outstanding under the Trust Indenture (including, without limitation, principal, interest, and expenses of redemption), but after deduction of any amount then in the Bond Fund and available for such payment and redemption shall have been paid or otherwise satisfied pursuant to the terms of the Trust Indenture or (y) the Grantee shall assume all obligations with respect to repayment of the Bonds.

5. Prepayment of Purchase Price; Consideration. Contemporaneous with the execution of this Option Agreement, Grantee has paid One Hundred Dollars (\$100) to Grantor, and Grantor acknowledges receipt of such amount contemporaneous with the execution of the Option Agreement. Grantee and Grantor agree and acknowledge that the consideration for the Purchase Option and the Purchase Price for the Leased Premises includes the mutual benefits and covenants of the Lease Agreement, the issuance, purchase and repayment of the Bonds, and the accomplishment of the Project, including, but not limited to, the Project's construction and operation by the Grantee.

6. Expiration of Lease Agreement. Upon expiration of the Lease Agreement pursuant to its terms, Grantee shall have been deemed to have exercised its Purchase Option, and Escrow Agent shall deliver the Conveyance Documents to the Grantee.

7. Leasehold Mortgages. Pursuant to Section 6.05 of the Lease Agreement, Grantor consented to the Grantee granting one or more leasehold mortgages on the Leased Premises. Grantor acknowledges and agrees that such leasehold mortgages will result in an assignment of the Purchase Option to any leasehold mortgagees, and upon succession to the rights of the Grantee hereunder, such leasehold mortgagees may exercise the Purchase Option granted hereunder in compliance with the terms of the Lease Agreement and this Option Agreement.

8. Escrow of Transfer Documents. Contemporaneous with the execution of this Option Agreement, Grantor shall deliver into escrow a quitclaim deed, bills of sale and other appropriate conveyance instruments transferring title to the Leased Premises in a form consistent with Section 2(b) (collectively, the "**Conveyance Documents**"). The "**Escrow Agent**" shall be the Trustee for the Bonds or any successor trustee appointed pursuant to the Trust Indenture. The Escrow Agent shall hold the Conveyance Documents in escrow until (i) the Purchase Option for the entirety of the Leased Premises is exercised by the Grantee and notice of the same is provided pursuant to Section 2(b), (ii) the Bonds are fully redeemed, or (iii) receipt of written notice from the Grantee that the term of the Lease Agreement has expired pursuant to its terms.

Upon receipt of the notice specified in Section 2(b), redemption in full of the Bonds, or expiration of the term of the Lease Agreement, the Escrow Agent is authorized to release the Conveyance Documents to or upon the direction of Grantee or any leasehold mortgagee succeeding to the rights of Grantee. Notwithstanding the escrow of the Conveyance Documents for all or part of the Leased Premises, upon exercise of the Purchase Option, Grantor shall execute and deliver new Conveyance Documents to Grantee at Grantee's request. It is agreed by Grantee and Grantor that the Escrow Agent shall be liable as a depository only and shall be and is hereby discharged from any and all liability for any act or omission done in good faith. The Escrow Agent may rely upon any paper, document or other writing reasonably believed to be authentic. The Escrow Agent shall not be required to construe this Option Agreement or any other instrument deposited herewith.

9. Notices. All notices, requests, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid, first-class, certified or express mail, return receipt requested, postage prepaid, to the addresses specified in the Lease Agreement or the Trust Indenture, as applicable.

10. No Recordation. This Option Agreement shall not be recorded. Grantor and Grantee shall sign and record a Memorandum of Lease, Option and PILOT Agreement as well as every assignment and modification of either the Lease Agreement or the Option Agreement in the office of the Circuit Clerk and Ex-Officio Recorder of Mississippi County, Arkansas.

11. General. Time is of the essence with respect to this Option Agreement. This option to purchase shall be governed by and construed under Arkansas law and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Option Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

CITY OF OSCEOLA, ARKANSAS

By: _____
Sally Wilson, Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

[EXPLORATORY VENTURES, LLC or a
different affiliate of United States Steel
Corporation or Big River Steel Holdings LLC]

By: _____
Name: _____
Title: _____

Acknowledged by Escrow Agent:

[TBD]

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **SALLY WILSON** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of [EXPLORATORY VENTURES, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company], and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(SEAL)

**Instrument was prepared by,
and after recording, return to:**

MICHELE SIMMONS ALLGOOD
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
425 W. CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, ARKANSAS 72201

**RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made this ___ day of _____, 20__, among [**EXPLORATORY VENTURES, LLC** or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company] ("Company"), the **CITY OF OSCEOLA, ARKANSAS**, a city of the first class and a political subdivision of the State of Arkansas (the "City"), [**Affiliate of Company**], a _____ [corporation][limited liability company] ("Bondholder"), and _____, _____ ("Lender").

RECITALS

A. The City has issued industrial revenue bonds (the "Bonds") for the purpose of financing the costs of the acquisition, construction, and equipping of an industrial facility near the corporate boundaries of the Issuer, including, but not limited to, the acquisition of land, the acquisition and construction of buildings, infrastructure and improvements and the acquisition and installation of equipment for the manufacture, refinement or processing of steel located on over 2,000 acres within all or portions of Sections 35 and 36 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 29, 30, 31, and 32 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and Sections 5 and 6 in Township 11 North, Range 11 East of the Osceola District of Mississippi County and located south and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas (the "Project").

B. In connection with the issuance of the Bonds, the Company has transferred or will transfer to the City title to certain real property, leasehold improvements, personal property and fixtures, including all machinery and equipment acquired or constructed in furtherance of the Project described on **Exhibit A**, attached hereto and incorporated by reference (with such real

property, leasehold improvements, personal property and fixtures, collectively called the “Leased Premises” herein), and the City has entered into a Lease Agreement with the Company dated as of _____, 20__ (the “Lease Agreement”) pursuant to which City demised to the Company a interest in the Leased Premises subject to the Pre-Transfer Liens (as defined in Recital C, below). Contemporaneous with the execution and delivery of the Lease Agreement, the City and the Company executed an Option Agreement (the “Option Agreement”) dated as of _____, 20__ permitting the Company to purchase the Leased Premises at any time.

C. The Company has obtained a loan from the Lender (the “Loan”) secured by liens on, security interests in, or assignments of the Company’s right, title, and interest in and to the Leased Premises pursuant to the following instruments:

1. [Title of Document], dated _____, 20__, granted by the Company in favor of _____, filed for record _____, 20__ in the office of the Circuit Clerk for Pulaski County, Arkansas in **Book** _____, **Page** _____;

2. [Title of Document], dated _____, 20__, granted by the Company in favor of _____, filed for record _____, 20__ in the office of the Circuit Clerk for Pulaski County, Arkansas in **Book** _____, **Page** _____;

3. [Title of Document], dated _____, 20__, granted by the Company in favor of _____; and

4. [Title of Document], dated _____, 20__, granted by the Company in favor of _____.

Items 1 through [4] above are collectively referred to as “Pre-Transfer Liens” or, as appropriate, the “Security Documents.”

D. By this Agreement, the parties desire to establish and acknowledge certain rights, obligations, protections and priorities with regard to their respective interests in the Leased Premises.

AGREEMENT

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual benefits to accrue to the parties hereto, the parties hereto agree as follows:

1. Recognition of Prior Liens and Interests. The Company and City hereby acknowledge and consent to all liens and encumbrances on, security interests in and rights to, the title to the Leased Premises created by or pursuant to the Security Documents, and acknowledge that the Company’s and City’s interest in the title to the Leased Premises has been, or will be, transferred to the Company and City, as applicable, subject to the Pre-Transfer Liens and subordinate to the Lender’s interest created under the Pre-Transfer Liens.

The City hereby acknowledges the Company’s execution and delivery of the Security Documents and consents to the performance of the respective parties’ rights and obligations

thereunder, including, without limitation, the rights of Lender to access the Leased Premises in accordance with the Security Documents and the rights of Lender as attorney-in-fact on behalf of the Company to cause the exercise of the Purchase Option (as defined in the Lease Agreement and evidenced by the Option Agreement) during the existence of an Event of Default (as defined in the Security Documents), and agrees that the execution, delivery and recording of, and performance under, the Security Documents does not and will not constitute a default under the Lease Agreement.

In the event that Lender attempts to obtain title to the Leased Premises by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of the Pre-Transfer Liens, the Company and City shall, upon receipt of written notice thereof, cooperate with Lender in executing a deed, deed in lieu of foreclosure, bill of sale and/or such other conveyance instrument or consent to such foreclosure, replevin, sale, transaction or other action or proceeding as Lender may reasonably request and that will assist or effectuate the transfer of title to the Leased Premises to Lender.

2. Notice and Opportunity to Cure; Nondisturbance. If any default or breach under the Lease Agreement occurs (a “Company Default”), then the City shall promptly provide Lender a notice describing in reasonable details such Company Default and the potential remedies to be pursued in connection therewith (a “Default Notice”). The City shall accept Lender’s cure of any Company Default at any time until the later of (i) 30 days after provision of the Default Notice (or if the Lender reasonably cannot cure the Company Default within such 30-day period, then the period to cure shall be extended to the period reasonably required to effect the cure), or (ii) the expiration of any applicable cure period provided under the Lease Agreement. At any time after the occurrence of a Company Default and before expiration of the applicable cure period set forth herein or in the Lease Agreement, (a) the City shall not terminate the Lease Agreement, accelerate rent, or otherwise interfere with Company’s or the Lender’s possession or quiet enjoyment as long as the Lender otherwise complies with its obligations under this Agreement and (b) the Lender may enter or use the Leased Premises to seek to cure a Company Default. Notwithstanding the foregoing, Lender has no obligation to cure a Company Default.

3. Recognition, Non-Disturbance and Attornment. If any transfer of the Leased Premises by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of a Security Document or deed or assignment in lieu thereof (a “Transfer”) occurs, upon receipt of written notice setting forth in reasonable detail the terms of the Transfer, the Company and City shall recognize the transferee(s), including Lender (“Successor”), as the tenant or lessee under the Lease Agreement upon the same terms, provisions and conditions as are set forth in the Lease Agreement. If the City shall have received written notice from Successor that Successor has succeeded to the interest of the Company under the Lease Agreement or otherwise has the right to use or occupy the Leased Premises or to require the Company or City to perform its obligations under the Lease Agreement, the City shall perform all of the obligations of lessor pursuant to the Lease Agreement for the benefit of Successor and shall not disturb the possession of Successor so long as no the Company Default exists beyond any applicable notice and cure period. Successor shall attorn to the City and recognize all of the rights of the City under the Lease Agreement, and the Lease Agreement shall continue in full force as a direct lease between City and Successor, and the respective executory rights and

obligations of City and Successor, to the extent of the then-remaining balance of the term of the Lease Agreement, shall be and are the same as set forth therein. This recognition, non-disturbance and attornment shall be effective and self-operative, without the execution of any further instrument on the part of any of the parties hereto, immediately upon Successor succeeding to the Company rights under the Lease Agreement.

4. Amendments to Lease Agreement. Without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed, neither the Company nor City shall (a) enter into any agreement amending, modifying or terminating the Lease Agreement or (b) request a waiver by the Company of City's rights or remedies or by City of the Company's rights and remedies under the Lease Agreement.

5. Limitation on Lender's Performance and Liability. The Company and City acknowledge that (a) Lender shall not have any duty, liability or obligation whatsoever under the Lease Agreement unless and until Lender, as Successor, succeeds to the Company's rights under the Lease Agreement or obtains possession of the Leased Premises under the terms of the Security Documents and (b) Successor shall have no duty, liability or obligation whatsoever under the Lease Agreement unless such duty, liability or obligation accrues during the period after Successor succeeds to the Company's rights under the Lease Agreement or obtains possession of the Leased Premises under the terms of the Security Documents.

6. City Bankruptcy. Upon the filing by or against the City of a petition pursuant to applicable provisions of the United States Code relating to bankruptcy as now constituted or hereafter amended or under any other applicable Federal or State Bankruptcy law or other similar law (hereinafter referred to as the Bankruptcy Code), and the subsequent rejection of the Lease Agreement by City, the Company shall not, without the prior written consent of the Lender (i) elect to treat the Lease Agreement as terminated pursuant to Section 365(h)(i) of the Bankruptcy Code, or (ii) pursuant to Section 365(h)(2) of the Bankruptcy Code, offset against the rents reserved under the Lease Agreement the amount of any damages caused by the City's rejection of the Lease Agreement. The Company shall promptly, and so as to be received prior to all hearing dates, return dates or other deadlines, send to Lender copies of all notices, summonses, pleadings, applications and other documents received by the Company in connection with such petition or proceeding by the City.

7. Notices under Lease Agreement. Pursuant to the terms hereof, the Company and City, as applicable, shall give Lender, concurrently with giving any material notice to the Company and City, as applicable, a copy of any such notice given to the Company and City, in the manner set forth below. No such notice given to the Company by City or to City by the Company which is not concurrently given to the Lender shall be valid or effective for any purpose with respect to the Lender to which the Company or City, as applicable, fails to give such notice.

8. Miscellaneous.

(a) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the

addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with .pdf copy attached and confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on **Exhibit B**, or such other address for a party as specified in a notice given in accordance with this Section.

(b) **Interpretation.** For purposes of this Agreement, (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to sections, schedules and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(c) **Entire Agreement.** This Agreement and the Lease Agreement contain all of the terms and conditions of the parties’ agreement regarding the subject matter set forth herein. If there is any conflict between the provisions of this Agreement and those of the Lease Agreement, the provisions of this Agreement shall prevail.

(d) **Amendments and Modifications; Release.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Upon full payment of the Loan, the Lender shall promptly execute and deliver to the Company upon request a release of this instrument in recordable form, if this Agreement has been recorded.

(e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(f) **Governing Law.** This Agreement shall be governed by the law of the State of Arkansas, without regard to the choice of law rules of that State.

(g) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(i) **Counterparts and Original Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other form of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the Company promptly after execution.

9. Waiver of Jury Trial. EACH OF THE LENDER, THE COMPANY, AND TO THE EXTENT PERMITTED BY LAW, THE CITY SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE LENDER AND THE COMPANY AND ANY EMERGENCY STATUTE OR ANY OTHER STATUTORY REMEDY.

10. Subordination in Bankruptcy. If the Lease Agreement is at any time determined to be a secured financing by a court of competent jurisdiction, then the Company and City, as applicable, agree: (a) any and all liens determined to exist or be created or arise in favor of the City securing the obligations of the Company under the Lease Agreement, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise are expressly junior in priority, operation and effect to any and all liens on the Leased Premises existing or hereafter created or arising in favor of the Lender under the Security Documents (i) anything to the contrary contained in any agreement or filing to which the Company may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, or any defect or deficiency or alleged defect or deficiency in any of the foregoing, (ii) any provision of the Uniform Commercial Code or any applicable law or any financing document or security document between the Company and Lender or any other circumstance whatsoever and (iii) the fact that any such liens in favor of the Lender are otherwise subordinated, voided, avoided, invalidated or lapsed. Notwithstanding any failure by Lender to perfect its security interests in the Project or the Leased Premises or any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of the security interests in the Project or the Leased Premises granted to the Lender, the priority and rights as between the Lender and the City with respect to the Project or the Leased Premises shall be as set forth herein.

11. Validity of Lender's Liens. To the extent permitted by law, the City shall not object to or contest, or support any other person in contesting or objecting to, in any proceeding (including any bankruptcy proceeding), the validity, extent, perfection, priority or enforceability of any security interest in the Project or the Leased Premises granted to Lender.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

CITY:

CITY OF OSCEOLA, ARKANSAS,
an Arkansas municipality

By: _____
Sally Wilson, Mayor

ATTEST:

By: _____
Jessica Griffin, City Clerk

(S E A L)

STATE OF ARKANSAS)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **SALLY WILSON** and **JESSICA GRIFFIN**, being the persons authorized by said municipality to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF OSCEOLA, ARKANSAS**, an Arkansas municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said municipality, and further stated and acknowledged they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(SEAL)

COMPANY:

[EXPLORATORY VENTURES, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC],
a _____ [corporation][limited liability company]

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

ACKNOWLEDGMENT

COUNTY OF _____)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of [EXPLORATORY VENTURES, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC], a _____ [corporation][limited liability company], and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

LENDER:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that s/he was the _____ of [**Lender**], a _____, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said entity, and further stated and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20__.

Notary Public

My commission expires:

(S E A L)

Exhibit A

Description of Leased Premises

Fee interests in real estate, buildings, machinery, equipment, furnishings, other personal property, and fixtures financed with proceeds of the \$3,000,000,000 City of Osceola, Arkansas Taxable Industrial Development Revenue Bonds (U.S. Steel Project) Series 20__ (the “Bonds”), located on the Real Property (described below), including, but not limited to:

All fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever, now or hereafter affixed or attached to or installed in the above described property relating to the manufacture, refinement or processing of steel, and all related or ancillary improvements and equipment.

The Leased Premises is located in Mississippi County, Arkansas and described as follows:

[To be inserted]

Exhibit B

Notices

1. If to Company: [EXPLORATORY VENTURES, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC]

Attention: _____

With a copy to: [EXPLORATORY VENTURES, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC]

Attention: General Counsel

2. If to [Lender]:

[Lender]

Attention: _____
E-mail: _____

With a copy to: [To be inserted]

3. If to City:

CITY OF OSCEOLA, ARKANSAS
303 West Hale Avenue
Osceola, Arkansas 72370
Attention: Mayor
City Attorney
303 West Hale Avenue
Osceola, Arkansas 72370

With a copy to:

Motion was made by Gary Cooper and seconded by Greg Baker to suspend rules and place ordinance on its second reading.

Roll was called and all Council Members were in favor.

Ordinance was ready by title only.

Motion was made by Gary Cooper and seconded by Stan Williams to suspend rules and place ordinance on its third reading.

Roll was called and all Council Members were in favor.

Ordinance was ready by title only.

Motion was made by Gary Cooper and seconded by Sandra Brand to adopt the ordinance.

Roll was called and all Council Members were in favor.

Motion was made by Gary Cooper and seconded by Sandra Brand to adopt the Emergency clause.

Roll was called and all Council Members were in favor.

Ordinance was passed on the 31st day of January, 2022 and given number 2022-01.

A resolution was introduced and reads as follows:

CITY OF OSCEOLA, ARKANSAS
RESOLUTION NO. 2008-08

A RESOLUTION BY THE CITY COUNCIL OF OSCEOLA, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(D) OF THE CONSOLIDATED INCENTIVE ACT OF 2003)

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

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

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

WHEREAS, Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC (the "Company"), to be located on over 2,000 acres within all or portions of Sections 35 and 36 in Township 12 North, Range 10 East of the Osceola District of Mississippi County, Sections 29, 30, 31, and 32 in Township 12 North, Range 11 East of the Osceola District of Mississippi County, and Sections 5 and 6 in Township 11 North, Range 11 East of the Osceola District of Mississippi County and located south and west of the steel mill operated by Big River Steel LLC with an address of 2027 East State Highway 198, Osceola, Arkansas, has sought to participate in the program and more specifically has requested benefits accruing from adding construction and equipment to the specific facility; and

WHEREAS, the Company has agreed to furnish the local government all necessary information for compliance.

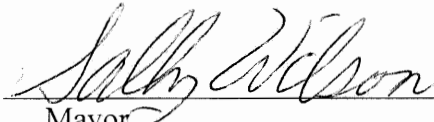
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Osceola, Arkansas that:

Section 1. Exploratory Ventures, LLC or a different affiliate of United States Steel Corporation or Big River Steel Holdings LLC (the "Company") be endorsed by the City Council of the City of Osceola, Arkansas for benefits from the sales and use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.

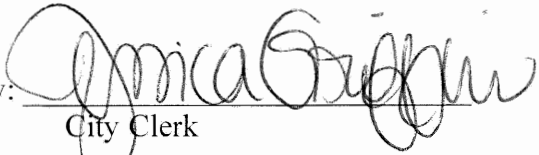
Section 2. The Department of Finance & Administration is authorized to refund local sales and use taxes to the Company.

Section 3. *Effective Date.* This Resolution shall be in full force and effective immediately upon its passage and approval.

Passed and approved this January 31, 2022.

By: 
Mayor

ATTEST:

By: 
City Clerk

(SEAL)

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

Resolution was passed on the 31st day of January, 2022 and given number 2022-08.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 2022 - 09

A RESOLUTION PROVIDING FOR AND ADOPTING A BUDGET FOR THE CITY OF OSCEOLA, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022. APPROPRIATING MONEY FOR EACH AND EVERY ITEM EXPENDITURE THEREIN PROVIDED FOR.

WHEREAS, the City Council had made a comprehensive study and review of the proposed budget; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of financial information prepared and reviewed revealing anticipated revenues and expenditures for the calendar year, appear to be accurate as possible for budgetary purposes.

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

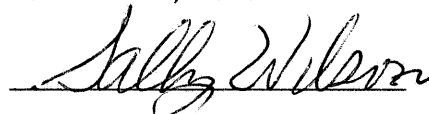
Section 1. This Resolution shall be known as the budget resolution for the City of Osceola, Arkansas, for the twelve (12) month period beginning January 1, 2022 and ending December 31, 2022, reflecting estimated revenues and expenditures as hereinafter set forth on the succeeding pages. All revenues herein are estimated and subject to change and all appropriations are calculated on available revenues.

Section 2. That the salaries of the respective city elected officials from and after this date shall be set forth in said budget.

Section 3. The respective amounts or funds for each and every item of expenditure classification herein proposed in the budget for 2022 are hereby approved by the City of Osceola, Arkansas, and are hereby approved, authorized and appropriate for the purpose herein set forth for the calendar year ending December 31, 2022.

Section 4. That all ordinances and resolutions or parts thereof in conflict with this resolution are hereby repealed.

PASSED AND APPROVED THIS 31st DAY OF JANUARY, 2022.



Sally Wilson, Mayor

ATTEST: 

Jessica Griffin, City Clerk

Motion was made by Sandra Brand and seconded by Linda Watson to approve the budget, with amendment to reduce the Code Enforcement budget from \$37,000 to \$15,000. All Council Members were in favor.

Resolution was passed on the 31st day of January, 2022 and given number 2022-09.

The next resolution was introduced and reads as follows:

RESOLUTION NO. 2022-10

A RESOLUTION ADOPTING THE 2022 UTILITY DEPARTMENT BUDGET. BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS THAT:

Section 1. The Utility Department Budget of the City of Osceola, Arkansas for the year 2022, be and same as hereby adopted in the form and content submitted to this meeting and filed with the City Clerk as the 2022 Utility Department Budget.

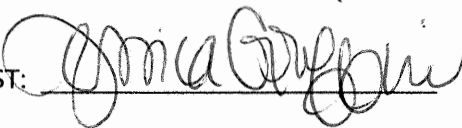
Section 2. The Mayor and Finance Officer are hereby authorized, empowered and directed to implement the said budget

Section 3. That all ordinances and resolutions or parts thereof in conflict with this resolution are hereby repealed.

PASSED AND APPROVED THIS 31st DAY OF JANUARY, 2022.



Sally Wilson, Mayor

ATTEST: 

Jessica Griffin, City Clerk

Budget

Rev. 1/24/2022

City of Osceola
2022 Budget
Consolidated Summary

	HISTORICAL		FORECAST	FORECAST		% CHANGE			TREND			INFO	INFO
	2019	2020	2021	2022					\$ CHANGE			2021	2022
	ACTUAL	ACTUAL	BUDGET	BUDGET		19-20	20-21	21-22	19-20	20-21	21-22	BUDGET	BUDGET
REVENUE													
OMLP	18,038,069	16,700,006	17,578,588	17,328,588	-	-7%	5%	-1%	(1,338,063)	878,582	(250,000)	17,578,588	17,328,588
CITY	4,424,469	5,451,518	4,243,833	4,758,833	-	23%	-22%	12%	1,027,049	(1,207,685)	515,000	4,243,833	4,758,833
STREET	710,033	593,071	550,040	550,040	-	-16%	-7%	0%	(116,962)	(43,031)	-	550,040	550,040
SANITATION	976,146	966,461	958,050	958,050	-	-1%	-1%	0%	(9,685)	(8,411)	-	958,050	958,050
TOTAL	24,148,717	23,711,056	23,330,511	23,595,511	-	-2%	-2%	1%	(437,661)	(380,545)	265,000	23,330,511	23,595,511
EXPENSE													
OMLP	15,811,199	13,980,345	15,232,507	14,862,285	-	-12%	9%	-2%	(1,830,854)	1,252,162	(370,222)	15,232,507	14,862,285
CITY	6,440,516	5,994,114	5,922,131	6,422,807	-	-7%	-1%	8%	(446,402)	(71,983)	500,676	5,922,131	6,422,807
STREET	928,748	739,605	986,450	1,162,550	-	-20%	33%	18%	(189,143)	246,845	176,100	986,450	1,162,550
SANITATION	1,107,008	1,011,701	1,034,200	1,081,600	-	-9%	2%	5%	(95,307)	22,499	47,400	1,034,200	1,081,600
TOTAL	24,287,471	21,725,765	23,175,288	23,529,242	-	-11%	7%	2%	(2,561,706)	1,449,523	353,954	23,175,288	23,529,242
OPERATION RESULTS													
OMLP	2,226,870	2,719,661	2,346,081	2,466,303		22%	-14%	5%	492,791	(373,580)	120,222	2,346,081	2,466,303
CITY	(2,016,047)	(542,596)	(1,678,298)	(1,663,974)		-73%	209%	-1%	1,473,451	(1,135,702)	14,324	(1,678,298)	(1,663,974)
STREET	(218,715)	(146,534)	(436,410)	(612,510)		-33%	198%	40%	72,181	(289,876)	(176,100)	(436,410)	(612,510)
SANITATION	(130,862)	(45,240)	(76,150)	(123,550)		-65%	68%	62%	85,622	(30,910)	(47,400)	(76,150)	(123,550)
TOTAL	(138,754)	1,985,291	155,223	66,269		-1531%	-92%	-57%	2,124,045	(1,830,068)	(88,954)	155,223	66,269
PROPOSED													
OMLP	-	-	-	-		-	-	-	-	-	-	-	-
CITY	-	-	-	-		-	-	-	-	-	-	-	-
STREET	-	-	-	-		-	-	-	-	-	-	-	-
SANITATION	-	-	-	-		-	-	-	-	-	-	-	-
TOTAL	-	-	-	-		-	-	-	-	-	-	-	-
IMPACT ON SURPLUS													
OMLP	2,226,870	2,719,661	2,346,081	2,466,303		22%	-14%	5%	492,791	(373,580)	120,222	2,346,081	2,466,303
CITY	(2,016,047)	(542,596)	(1,678,298)	(1,663,974)		-73%	209%	-1%	1,473,451	(1,135,702)	14,324	(1,678,298)	(1,663,974)
STREET	(218,715)	(146,534)	(436,410)	(612,510)		-33%	198%	40%	72,181	(289,876)	(176,100)	(436,410)	(612,510)
SANITATION	(130,862)	(45,240)	(76,150)	(123,550)		-65%	68%	62%	85,622	(30,910)	(47,400)	(76,150)	(123,550)
TOTAL	(138,754)	1,985,291	155,223	66,269		-1531%	-92%	-57%	2,124,045	(1,830,068)	(88,954)	155,223	66,269

Osceola Municipal Light & Power
 2022 Budget
 OMLP Fund Summary

	HISTORICAL		FORECAST	FORECAST	TREND						INFO	INFO
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			2021	2022
	ACTUAL	ACTUAL	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	BUDGET	BUDGET
REVENUE												
ELECTRIC	15,263,116	14,309,935	15,281,500	14,831,500	-6%	7%	-3%	(953,181)	971,565	(450,000)	15,281,500	14,831,500
WATER	1,228,678	1,334,402	1,295,738	1,295,738	9%	-3%	0%	105,724	(38,664)	-	1,295,738	1,295,738
SEWER	895,441	922,905	835,000	835,000	3%	-10%	0%	27,464	(87,905)	-	835,000	835,000
ADMIN	650,834	132,764	166,350	366,350	-80%	25%	120%	(518,070)	33,586	200,000	166,350	366,350
TOTAL	18,038,069	16,700,006	17,578,588	17,328,588	-7%	5%	-1%	(1,338,063)	878,582	(250,000)	17,578,588	17,328,588
EXPENSE												
ELECTRIC	13,104,827	11,529,014	12,456,200	12,091,400	-12%	8%	-3%	(1,575,813)	927,186	(364,800)	12,549,638	12,091,400
WATER	880,721	884,719	981,902	995,450	0%	11%	1%	3,998	97,183	13,548	932,902	995,450
SEWER	628,201	588,631	648,156	685,085	-6%	10%	6%	(39,570)	59,525	36,929	627,856	685,085
ADMIN	1,197,450	977,981	1,146,250	1,090,350	-18%	17%	-5%	(219,469)	168,269	(55,900)	1,143,610	1,090,350
TOTAL	15,811,199	13,980,345	15,232,507	14,862,285	-12%	9%	-2%	(1,830,854)	1,252,162	(370,222)	15,254,006	14,862,285
OPERATION RESULTS												
ELECTRIC	2,158,289	2,780,921	2,825,300	2,740,100	29%	2%	-3%	622,632	44,379	(85,200)	2,731,862	2,740,100
WATER	347,957	449,683	313,836	300,288	29%	-30%	-4%	101,726	(135,847)	(13,548)	362,836	300,288
SEWER	267,240	334,274	186,844	149,915	25%	-44%	-20%	67,034	(147,430)	(36,929)	207,144	207,144
ADMIN	(546,616)	(845,217)	(979,900)	(724,000)	55%	16%	-26%	(298,601)	(134,683)	255,900	(977,260)	(724,000)
TOTAL	2,226,870	2,719,661	2,346,081	2,466,303	22%	-14%	5%	492,791	(373,580)	120,222	2,324,582	2,523,532
IMPACT ON SURPLUS												
ELECTRIC	2,158,289	2,780,921	2,825,300	2,740,100	29%	2%	-3%	622,632	44,379	(85,200)	2,731,862	2,740,100
WATER	347,957	449,683	313,836	300,288	29%	-30%	-4%	101,726	(135,847)	(13,548)	362,836	300,288
SEWER	267,240	334,274	186,844	149,915	25%	-44%	-20%	67,034	(147,430)	(36,929)	207,144	149,915
ADMIN	(546,616)	(845,217)	(979,900)	(724,000)	55%	16%	-26%	(298,601)	(134,683)	255,900	(977,260)	(724,000)
TOTAL	2,226,870	2,719,661	2,346,081	2,466,303	22%	-14%	5%	492,791	(373,580)	120,222	2,324,582	2,466,303

City of Osceola
2022 Budget
General Fund Summary

	HISTORICAL		FORECAST	FORECAST	TREND						INFO	INFO
	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2022 BUDGET	19-20	% CHANGE 20-21	21-22	19-20	\$ CHANGE 20-21	21-22	2021 BUDGET	2022 BUDGET
REVENUE												
ADMIN	3,953,052	4,815,768	3,803,868	3,803,868	22%	-21%	0%	862,716	(1,011,900)	-	3,803,868	3,803,868
POLICE	198,299	303,871	237,000	752,000	53%	-22%	217%	105,572	(66,871)	515,000	237,000	752,000
FIRE	97,609	124,053	50,000	50,000	27%	-60%	0%	26,444	(74,053)	-	99,992	50,000
OPAR	123,354	137,296	95,000	95,000	11%	-31%	0%	13,942	(42,296)	-	95,000	95,000
GOLF	49,682	38,608	55,465	55,465	-22%	44%	0%	(11,074)	16,857	-	55,465	55,465
ANIMAL CONTROL	2,473	4,549	2,500	2,500	84%	-45%	0%	2,076	(2,049)	-	2,500	2,500
AIRPORT	-	27,373	-	-	-	-	-	27,373	(27,373)	-	-	-
CODE ENFORCEMENT	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	4,424,469	5,451,518	4,243,833	4,758,833	23%	-22%	12%	1,027,049	(1,207,685)	515,000	4,293,825	4,758,833
EXPENSE												
ADMIN	925,604	818,282	607,950	597,150	-12%	-26%	-7%	(107,922)	(210,332)	(10,800)	664,402	597,150
POLICE	1,967,412	2,271,985	2,345,861	2,480,641	15%	3%	6%	304,573	73,876	134,780	2,284,402	2,480,641
FIRE	1,754,460	1,378,818	1,326,050	1,278,650	-21%	-4%	-4%	(375,542)	(52,868)	(47,400)	1,123,680	1,278,650
OPAR	710,384	602,632	684,174	792,000	-15%	14%	16%	(107,752)	81,542	107,826	586,468	792,000
COURT	112,622	113,307	105,496	105,496	1%	-7%	0%	685	(7,811)	-	105,496	105,496
JAIL	558,413	319,661	321,500	362,300	-43%	1%	13%	(238,752)	1,839	40,800	240,395	362,300
GOLF	239,983	168,528	230,670	264,570	-30%	37%	15%	(71,455)	62,142	33,900	185,085	264,570
ANIMAL CONTROL	174,638	140,056	182,350	184,250	-18%	16%	13%	(31,582)	22,294	21,900	181,777	184,250
AIRPORT	-	82,167	11,000	11,000	-	-87%	0%	82,167	(71,167)	-	25,000	11,000
CODE ENFORCEMENT	-	98,578	127,080	346,750	-	29%	173%	98,578	28,502	219,670	180,060	346,750
TOTAL	6,440,516	5,994,114	5,922,131	6,422,807	-7%	-1%	8%	(446,402)	(71,983)	500,676	5,577,765	6,422,807
OPERATION RESULTS												
ADMIN	3,027,448	3,997,486	3,195,918	3,206,718	32%	-20%	0%	970,038	(801,568)	10,800	3,139,466	3,206,718
POLICE	(1,769,113)	(1,968,114)	(2,108,861)	(1,728,641)	11%	7%	-18%	(199,001)	(140,747)	380,220	(2,047,402)	(1,728,641)
FIRE	(1,656,851)	(1,254,865)	(1,276,050)	(1,228,650)	-24%	2%	-4%	401,986	(21,185)	47,400	(1,023,688)	(1,228,650)
OPAR	(587,030)	(465,336)	(589,174)	(697,000)	-21%	27%	18%	121,694	(123,838)	(107,826)	(491,468)	(697,000)
COURT	(112,622)	(113,307)	(105,496)	(105,496)	1%	-7%	0%	(685)	7,811	-	(105,496)	(105,496)
JAIL	(558,413)	(319,661)	(321,500)	(362,300)	-43%	1%	13%	238,752	(1,839)	(40,800)	(240,395)	(362,300)
GOLF	(190,301)	(129,920)	(175,205)	(209,105)	-32%	35%	19%	60,381	(45,285)	(33,900)	(130,620)	(209,105)
ANIMAL CONTROL	(169,165)	(135,507)	(159,850)	(181,750)	-20%	18%	14%	33,658	(24,343)	(21,900)	(179,277)	(181,750)
AIRPORT	-	(54,794)	(11,000)	(11,000)	-	-80%	0%	(54,794)	43,794	-	(25,000)	(11,000)
CODE ENFORCEMENT	-	(98,578)	(127,080)	(346,750)	-	29%	173%	(98,578)	(28,502)	(219,670)	(180,060)	(346,750)
IMPACT ON SURPLUS	(2,016,047)	(542,596)	(1,678,298)	(1,663,974)	-73%	209%	-1%	1,473,451	(1,135,702)	14,324	(1,283,940)	(1,663,974)
IMPACT ON SURPLUS												
ADMIN	3,027,448	3,997,486	3,195,918	3,206,718	32%	-20%	0%	970,038	(801,568)	10,800	3,139,466	3,206,718
POLICE	(1,769,113)	(1,968,114)	(2,108,861)	(1,728,641)	11%	7%	-18%	(199,001)	(140,747)	380,220	(2,047,402)	(1,728,641)
FIRE	(1,656,851)	(1,254,865)	(1,276,050)	(1,228,650)	-24%	2%	-4%	401,986	(21,185)	47,400	(1,023,688)	(1,228,650)
OPAR	(587,030)	(465,336)	(589,174)	(697,000)	-21%	27%	18%	121,694	(123,838)	(107,826)	(491,468)	(697,000)
COURT	(112,622)	(113,307)	(105,496)	(105,496)	1%	-7%	0%	(685)	7,811	-	(105,496)	(105,496)
JAIL	(558,413)	(319,661)	(321,500)	(362,300)	-43%	1%	13%	238,752	(1,839)	(40,800)	(240,395)	(362,300)
GOLF	(190,301)	(129,920)	(175,205)	(209,105)	-32%	35%	19%	60,381	(45,285)	(33,900)	(130,620)	(209,105)
ANIMAL CONTROL	(169,165)	(135,507)	(159,850)	(181,750)	-20%	18%	14%	33,658	(24,343)	(21,900)	(179,277)	(181,750)
AIRPORT	-	(54,794)	(11,000)	(11,000)	-	-108%	0%	(54,794)	43,794	-	(11,000)	(11,000)
CODE ENFORCEMENT	-	(98,578)	(127,080)	(346,750)	-	29%	173%	(98,578)	(28,502)	(219,670)	(180,060)	(346,750)
TOTAL	(2,016,047)	(55,107)	(1,678,298)	(1,663,974)	-97%	2946%	-1%	1,960,940	(1,623,191)	14,324	(1,216,960)	(1,663,974)

City of Osceola
 2022 Budget
 Street Fund Summary

	HISTORICAL		FORECAST	FORECAST	TREND						INFO	INFO
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			2021	2022
	ACTUAL	ACTUAL	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	BUDGET	BUDGET
REVENUE												
STREET	710,033	593,071	550,040	550,040	-16%	-7%	0%	(116,962)	(43,031)	-	550,040	550,040
EXPENSE												
STREET	928,748	739,605	986,450	1,162,550	-20%	33%	18%	(189,143)	246,845	176,100	882,750	1,162,550
OPERATION RESULTS												
STREET	(218,715)	(146,534)	(436,410)	(612,510)	-33%	198%	40%	72,181	(289,876)	(176,100)	(332,710)	(612,510)
PROPOSED												
STREET EQUIP	-	-	-	-	=	=	=	-	-	-	-	-
IMPACT ON SURPLUS												
STREET	(218,715)	(146,534)	(436,410)	(612,510)	-33%	198%	40%	72,181	(289,876)	(176,100)	(332,710)	(612,510)

City of Osceola
2022 Budget
Sanitation Fund Summary

	HISTORICAL		FORECAST	FORECAST	TREND						INFO	INFO
	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2022 BUDGET	19-20	% CHANGE 20-21	21-22	19-20	\$ CHANGE 20-21	21-22	2021 BUDGET	2022 BUDGET
REVENUE												
GARBAGE	867,160	854,473	850,050	850,050	-1%	-1%	0%	(12,687)	(4,423)	-	850,050	850,050
COMPOST	-	-	-	-	-	-	-	-	-	-	-	-
PEST CONTROL	108,986	111,988	108,000	108,000	3%	-4%	0%	3,002	(3,988)	-	108,000	108,000
TOTAL	976,146	966,461	958,050	958,050	-1%	-1%	0%	(9,685)	(8,411)	-	958,050	958,050
EXPENSE												
GARBAGE	1,015,648	932,642	943,200	985,600	-8%	1%	4%	(83,006)	10,558	42,400	943,200	985,600
COMPOST	5,803	304	5,500	5,500	-95%	1709%	0%	(5,499)	5,196	-	5,500	5,500
PEST CONTROL	85,557	78,755	85,500	90,500	-8%	9%	6%	(6,802)	6,745	5,000	85,500	90,500
TOTAL	1,107,008	1,011,701	1,034,200	1,081,600	-9%	2%	5%	(95,307)	22,499	47,400	1,034,200	1,081,600
OPERATION RESULTS												
GARBAGE	(148,488)	(78,169)	(93,150)	(135,550)	-47%	19%	46%	70,319	(14,981)	(42,400)	(93,150)	(135,550)
COMPOST	(5,803)	(304)	(5,500)	(5,500)	-95%	1709%	0%	5,499	(5,196)	-	(5,500)	(5,500)
PEST CONTROL	23,429	33,233	22,500	17,500	42%	-32%	-22%	9,804	(10,733)	(5,000)	22,500	17,500
TOTAL	(130,862)	(45,240)	(76,150)	(123,550)	-65%	68%	62%	85,622	(30,910)	(47,400)	(76,150)	(123,550)
IMPACT ON SURPLUS												
GARBAGE	(148,488)	(78,169)	(93,150)	(135,550)	-47%	19%	46%	70,319	(14,981)	(42,400)	(93,150)	(135,550)
COMPOST	(5,803)	(304)	(5,500)	(5,500)	-95%	1709%	0%	5,499	(5,196)	-	(5,500)	(5,500)
PEST CONTROL	23,429	33,233	22,500	17,500	42%	-32%	-22%	9,804	(10,733)	(5,000)	22,500	17,500
TOTAL	(130,862)	(45,240)	(76,150)	(123,550)	-65%	68%	62%	85,622	(30,910)	(47,400)	(76,150)	(123,550)

Osceola Municipal Light & Power
2022 Budget
Electric Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	Actual	Actual	Budget	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
300 SALES	15,282,939	14,196,817	15,100,000	14,650,000	-7%	6%	-3%	(1,086,122)	903,183	(450,000)
301 NEGATIVE COST ADJ	-	(103,153)	-	-	-	-	-	(103,153)	103,153	-
302 FREE SERVICES	(214,254)	1,431	-	-	-101%	-	-	215,685	(1,431)	-
303 LATE PENALTY FEES	139,474	150,422	116,000	116,000	8%	-23%	0%	10,948	(34,422)	-
304 RECONNECTION FEES	20,750	19,753	40,000	40,000	-5%	103%	0%	(997)	20,247	-
305 POLE RENTAL	12,087	18,087	6,000	6,000	50%	-57%	0%	6,000	(12,087)	-
306 CREDIT CARD FEES	10,638	11,725	12,000	12,000	10%	2%	0%	1,087	275	-
310 SERVICE FEES	-	10,178	-	-	-	-	-	10,178	(10,178)	-
390 INTEREST INCOME	-	-	-	-	-	-	-	-	-	-
395 MISCELLANEOUS - TRANSFER FEES	11,482	4,675	7,500	7,500	-59%	60%	0%	(6,607)	2,825	-
TOTAL REVENUES	15,263,116	14,309,935	15,281,500	14,831,500	-6%	7%	-3%	(953,181)	971,565	(450,000)
EXPENDITURES										
400 SALARIES	885,710	764,804	805,000	815,000	-14%	5%	1%	(120,906)	40,196	10,000
455 TEMP SERVICE WAGES	652	15,681	20,000	25,000	2305%	28%	25%	15,029	4,319	5,000
502 PAYROLL TAX	68,531	55,138	64,000	65,200	-20%	16%	7%	(13,393)	8,862	1,200
503 GROUP INSURANCE	69,542	50,581	60,000	60,000	-27%	19%	0%	(18,961)	9,419	-
504 PENSION EXPENSE	30,418	24,524	30,000	30,000	-19%	22%	0%	(5,894)	5,476	-
510 TRAVEL & TRAINING EXPENSE	9,254	-	5,000	7,500	-	-	50%	(9,254)	5,000	2,500
515 SAFETY SUPPLIES	2,251	2,029	2,500	3,000	-10%	23%	20%	(222)	471	500
550 EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	2,498	3,371	5,000	5,000	35%	48%	0%	873	1,629	-
601 MATERIALS AND SUPPLIES	16,815	10,001	15,000	20,000	-41%	50%	33%	(6,814)	4,999	5,000
610 TELEPHONE	28,174	30,837	25,000	12,500	9%	-19%	-50%	2,663	(5,837)	(12,500)
619 BUILDING EXPENSE	5,215	5,655	7,000	5,000	-9%	24%	-29%	(560)	1,345	(2,000)
620 UTILITIES	5,313	29,808	16,500	15,000	461%	-45%	-9%	24,495	(13,308)	(1,500)
630 INSURANCE	24,430	40,838	40,000	12,500	67%	-2%	-69%	16,408	(838)	(27,500)
640 DUES, MBRSHPS & SUBSCRIPTIONS	-	2,071	-	15,000	-	-	-	2,071	(2,071)	15,000
643 AUDIT FEES	-	-	-	-	-	-	-	-	-	-
647 LICENSES	228	203	200	200	-11%	-1%	0%	(25)	(3)	-
648 IMMUNIZATIONS & PHYSICALS	1,428	64	1,000	1,000	-98%	1463%	0%	(1,364)	936	-
650 REPAIRS & MAINTENANCE - VEH & EQ	46,068	12,244	25,000	25,000	-73%	104%	0%	(33,824)	12,756	-
651 OPERATING EXPENSES - VEHICLES	35,760	19,371	25,000	30,000	-46%	29%	20%	(15,389)	5,629	5,000
653 REP & MAINT - GENERATORS	-	-	-	-	-	-	-	-	-	-
684 TRANSFORMER REPAIRS & DISPOSAL	-	-	-	-	-	-	-	-	-	-
685 EQUIPMENT RENTAL	-	763	-	-	-	-	-	763	(763)	-
700 EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
710 ELECTRIC POWER PURCHASED	10,882,669	9,932,300	10,570,000	10,255,000	-9%	6%	-3%	(950,369)	637,700	(315,000)
760 DEPRECIATION	888,000	473,336	500,000	500,000	-47%	6%	0%	(414,664)	26,664	-
770 DEPRECIATION - VEHICLES	100,871	55,000	60,000	60,000	-45%	9%	0%	(45,871)	5,000	-
774 TREE TRIMMING	-	-	175,000	125,000	-	-	-29%	-	175,000	(50,000)
860 CONSULTING SERVICES	-	395	5,000	4,500	-	1166%	-10%	395	4,605	(500)
886 INTEREST EXPENSE	-	-	-	-	-	-	-	-	-	-
889 GAIN OR LOSS SALE OF ASSETS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	13,104,827	11,529,014	12,456,200	12,091,400	-12%	8%	-3%	(1,575,813)	927,186	(964,800)
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE FOR INFRASTRUCTURE IMPROV	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	13,104,827	11,529,014	12,456,200	12,091,400	-12%	8%	-3%	(1,575,813)	927,186	(364,800)
TOTAL ELECTRIC DEPARTMENT	2,158,289	2,780,921	2,825,300	2,740,100	29%	2%	-3%	622,632	44,379	(85,200)

Osceola Municipal Light & Power
2022 Budget
Water Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			S CHANGE		
	Actual	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
300 SALES	1,242,435	1,296,239	1,265,738	1,265,738	4%	-2%	0%	53,804	(30,501)	-
301 ADJUSTMENTS	-	-	-	-	-	-	-	-	-	-
302 FREE SERVICES	(39,738)	169	-	-	-100%	-	-	39,907	(169)	-
303 LATE PENALTY FEES	21,368	24,625	25,000	25,000	15%	2%	0%	3,257	375	-
310 SERVICE FEES	4,613	13,369	5,000	5,000	190%	-63%	0%	8,756	(8,369)	-
TOTAL REVENUES	1,228,678	1,334,402	1,295,738	1,295,738	9%	-3%	0%	105,724	(38,664)	-
EXPENDITURES										
400 SALARIES	342,890	367,331	420,557	380,000	7%	14%	-10%	24,441	53,226	(40,557)
455 TEMP SERVICE WAGES	11,866	2,273	-	42,000	-81%	-	-	(9,593)	(2,273)	42,000
502 PAYROLL TAX	26,661	26,281	33,645	30,400	-1%	28%	-10%	(380)	7,364	(3,245)
503 GROUP INSURANCE	39,794	33,327	37,500	37,500	-16%	13%	0%	(6,467)	4,173	-
504 PENSION EXPENSE	9,156	8,557	9,000	9,000	-7%	5%	0%	(599)	443	-
510 TRAVEL & TRAINING EXPENSE	1,373	-	2,500	2,500	-	-	0%	(1,873)	2,500	-
515 SAFETY SUPPLIES	1,346	1,063	1,100	4,700	-21%	3%	327%	(283)	37	3,600
550 EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	2,649	4,628	1,250	4,500	75%	-73%	260%	1,979	(3,378)	3,250
601 MATERIALS AND SUPPLIES	38,885	23,622	41,000	45,000	-39%	74%	10%	(15,263)	17,378	4,000
602 CHEMICALS AND SUPPLIES	38,508	48,844	50,000	50,000	27%	2%	0%	10,336	1,156	-
608 TOOLS	1,492	193	2,000	2,000	-87%	936%	0%	(1,299)	1,807	-
610 TELEPHONE	15,739	24,421	20,000	20,000	55%	-18%	0%	8,682	(4,421)	-
619 BUILDING EXPENSE	5,089	6,354	3,500	4,000	25%	-45%	14%	1,265	(2,854)	500
620 UTILITIES	606	44,834	50,000	50,000	7298%	12%	0%	44,228	5,166	-
630 INSURANCE	13,050	19,356	20,000	20,000	48%	3%	0%	6,306	644	-
640 DUES, MBRSHPS & SUBSCRIPTIONS	12,155	14,940	15,000	15,000	23%	0%	0%	2,785	60	-
647 LICENSES	448	768	2,500	5,000	71%	226%	100%	320	1,732	2,500
648 IMMUNIZATIONS & PHYSICALS	515	32	850	850	-94%	2556%	0%	(483)	818	-
650 REPAIRS & MAINTENANCE - VEH & EQ	9,070	3,850	6,000	6,000	-58%	56%	0%	(5,220)	2,150	-
651 OPERATING EXPENSES - VEHICLES	21,108	14,641	18,500	20,000	-31%	26%	8%	(6,467)	3,859	1,500
652 MANHOLE & PIPE REHAB	-	-	5,000	5,000	-	-	0%	-	5,000	-
658 PIPE & HYDRANT REPAIR	-	-	-	-	-	-	-	-	-	-
682 WELL AND PUMP REPAIRS	1,884	803	5,000	5,000	-57%	523%	0%	(1,081)	4,197	-
683 PUMP AND TANK REPAIRS	60,289	61,444	60,000	60,000	2%	-2%	0%	1,155	(1,444)	-
686 EQUIPMENT RENTAL	-	-	-	-	-	-	-	-	-	-
700 EQUIPMENT PURCHASES	31,698	22	-	-	-100%	-	-	(31,676)	(22)	-
761 DEPRECIATION - WATER PLANT	147,000	147,000	147,000	147,000	0%	0%	0%	-	-	-
770 DEPRECIATION - VEHICLES	46,800	30,000	30,000	30,000	-36%	0%	0%	(16,800)	-	-
860 CONSULTING SERVICES	-	-	-	-	-	-	-	-	-	-
886 INTEREST EXPENSE	150	135	-	-	-10%	-	-	(15)	(135)	-
899 MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	880,721	884,719	981,902	995,450	0%	11%	1%	3,998	97,183	13,548
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE FOR WATER SYSTEM IMPROV	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	880,721	884,719	981,902	995,450	0%	11%	1%	3,998	97,183	13,548
TOTAL WATER DEPARTMENT	347,957	449,683	313,836	300,288	29%	-30%	-4%	101,726	(135,847)	(13,548)

Materials and supplies includes \$2,000 for 2 backup valves; increased pump and tank repair by \$20,000

Osceola Municipal Light & Power
2022 Budget
Sewer Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	Actual	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
300 SALES	896,557	922,116	835,000	835,000	3%	-9%	0%	25,559	(87,116)	-
302 FREE SERVICE	(1,276)	467	-	-	-137%	-	-	1,743	(467)	-
310 SERVICE FEES	160	322	-	-	101%	-	-	162	(322)	-
TOTAL REVENUES	895,441	922,905	835,000	835,000	3%	-10%	0%	27,464	(87,905)	-
EXPENDITURES										
400 SALARIES	239,611	251,919	219,221	240,000	5%	-13%	9%	12,308	(32,698)	20,779
455 TEMP SERVICE WAGES	34,664	2,016	23,000	24,150	-94%	1041%	5%	(32,648)	20,984	1,150
502 PAYROLL TAX	18,156	17,522	17,538	19,200	-3%	0%	9%	(634)	16	1,662
503 GROUP INSURANCE	24,558	16,654	20,000	20,000	-32%	20%	0%	(7,904)	3,346	-
504 PENSION EXPENSE	5,545	5,813	5,400	5,400	5%	-7%	0%	268	(413)	-
510 TRAVEL & TRAINING EXPENSE	2,481	-	-	2,000	-	-	-	(2,481)	-	2,000
515 SAFETY SUPPLIES	-	225	1,750	1,750	-	678%	0%	225	1,525	-
550 EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	3,766	790	3,000	3,000	-79%	280%	0%	(2,976)	2,210	-
601 MATERIALS AND SUPPLIES	40,344	17,570	37,300	37,300	-56%	112%	0%	(22,774)	19,730	-
602 CHEMICALS AND SUPPLIES	5,341	2,926	6,500	6,500	-45%	122%	0%	(2,415)	3,574	-
608 TOOLS	311	-	1,500	1,500	-	-	0%	(311)	1,500	-
610 TELEPHONE	3,633	4,719	3,096	3,096	30%	-34%	0%	1,086	(1,623)	-
619 BUILDING EXPENSE	836	364	7,000	7,000	-56%	1823%	0%	(472)	6,636	-
620 UTILITIES	7,750	39,354	67,000	67,000	408%	70%	0%	31,604	27,646	-
630 INSURANCE	4,136	6,224	4,500	4,500	50%	-28%	0%	2,088	(1,724)	-
640 DUES, MBRSHPS & SUBSCRIPTIONS	50	1,064	120	120	2028%	-89%	0%	1,014	(944)	-
647 LICENSES	7,395	7,225	9,000	15,500	-2%	25%	72%	(170)	1,775	6,500
648 IMMUNIZATIONS & PHYSICALS	178	774	300	400	335%	-61%	33%	596	(474)	100
650 REPAIRS & MAINTENANCE - VEH & EQ	7,549	11,543	7,500	7,500	53%	-35%	0%	3,994	(4,043)	-
651 OPERATING EXPENSES - VEHICLES	8,315	2,422	10,000	10,000	-71%	313%	0%	(5,893)	7,578	-
652 MANHOLE & PIPE REHAB	-	-	1,262	1,000	-	-	-21%	-	1,262	(262)
683 PUMP AND TANK REPAIRS	8,045	18,715	20,000	25,000	133%	7%	25%	10,670	1,285	5,000
700 EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
762 DEPRICIATION SEWER SYSTEMS	174,000	160,428	160,425	160,425	-8%	0%	0%	(13,572)	(3)	-
770 DEPRECIATIONS - VEHICLES	31,537	20,364	20,362	20,362	-35%	0%	0%	(11,173)	(2)	-
860 CONSULTING SERVICES	-	-	2,382	2,382	-	-	0%	-	2,382	-
886 INTEREST EXPENSE	-	-	-	-	-	-	-	-	-	-
899 MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	628,201	588,631	648,156	685,085	-6%	10%	6%	(39,570)	59,525	36,929
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE FOR SEWER SYSTEM IMPROV	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	628,201	588,631	648,156	685,085	-6%	10%	6%	(39,570)	59,525	36,929
TOTAL SEWER DEPARTMENT	267,240	334,274	186,844	149,915	25%	-44%	-20%	67,034	(147,430)	(36,929)

Increased building expense by \$6,000 for office repairs; increased materials and supplies by \$2,300 for lab equipment and meter; increased pump and tank repairs.

Osceola Municipal Light & Power
2022 Budget
Administrative Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
304 AMP	619	247	-	-	-60%	-	-	(372)	(247)	-
341 ELECTRIC PERMITS	989	242	1,200	1,200	-76%	396%	0%	(747)	958	-
342 PLUMBING PERMITS	52	25	150	150	-52%	500%	0%	(27)	125	-
385 SALE OF ASSETS/EQUIPMENT	-	-	-	-	-	-	-	-	-	-
390 INTEREST INCOME	43,570	1,049	15,000	15,000	-98%	1330%	0%	(42,521)	13,951	-
395 MISCELLANEOUS	605,604	131,201	150,000	350,000	-78%	14%	133%	(474,403)	18,799	200,000
TOTAL REVENUES	650,834	132,764	166,350	366,350	-80%	25%	120%	(518,070)	33,586	200,000
EXPENDITURES										
400 SALARIES	305,082	314,053	400,000	370,000	3%	27%	-8%	8,971	85,947	(30,000)
455 TEMP SERVICE WAGES	28,456	4,016	-	-	-86%	-	-	(24,440)	(4,016)	-
502 PAYROLL TAX	23,511	22,627	32,000	29,600	-4%	41%	-8%	(884)	9,373	(2,400)
503 GROUP INSURANCE	32,835	30,179	30,000	30,000	-8%	-1%	0%	(2,656)	(179)	-
504 PENSION EXPENSE	7,882	5,716	15,000	15,000	-27%	162%	0%	(2,166)	9,284	-
510 TRAVEL & TRAINING EXPENSE	9,621	-	7,500	7,500	-	-	0%	(9,621)	7,500	-
515 SAFETY SUPPLIES	1,112	9,910	1,000	1,000	791%	-90%	0%	8,798	(8,910)	-
516 HR MATERIALS & SUPPLIES	6,098	2,249	8,000	8,000	-63%	256%	0%	(3,849)	5,751	-
517 SAFETY COMMITTEE	-	-	500	500	-	-	0%	-	500	-
550 EMPLOYEE RELATIONS	384	190	750	750	-51%	295%	0%	(194)	560	-
580 UNIFORM EXPENSE	319	-	500	500	-	-	0%	(319)	500	-
601 MATERIALS AND SUPPLIES	30,728	106,602	27,500	27,500	247%	-74%	0%	75,874	(79,102)	-
605 OFFICE EXPENSE	527	1,907	-	-	252%	-	-	1,380	(1,907)	-
606 POSTAGE	26,707	24,053	30,000	30,000	-10%	25%	0%	(2,654)	5,947	-
607 PUBLISHING ORDINANCES & NOTICES	78	2,801	-	-	3491%	-	-	2,723	(2,801)	-
610 TELEPHONE	75,559	110,272	30,000	30,000	46%	-73%	0%	34,713	(80,272)	-
619 BUILDING EXPENSE	20,720	19,714	50,000	50,000	-5%	154%	0%	(1,006)	30,286	-
620 UTILITIES	3,668	3,096	6,000	6,000	-16%	94%	0%	(572)	2,904	-
630 INSURANCE	771	1,612	2,000	2,000	109%	24%	0%	841	388	-
635 ETS CREDIT CARD FEES	-	-	-	-	-	-	-	-	-	-
640 DUES, MBRSHPS & SUBSCRIPTIONS	28,807	27,025	30,000	30,000	-6%	11%	0%	(1,782)	2,975	-
642 UNEMPLOYMENT BENEFIT ASSMT	184	20	-	-	-89%	-	-	(164)	(20)	-
643 AUDIT FEES	32,500	-	45,000	45,000	-	-	0%	(32,500)	45,000	-
644 LEGAL EXPENSES	-	589	10,000	10,000	-	1598%	0%	589	9,411	-
645 ADV, PROMOTIONS & DONATIONS	29,428	11,710	30,000	30,000	-60%	156%	0%	(17,718)	18,290	-
647 LICENSES	50	115	2,000	2,000	130%	1639%	0%	65	1,885	-
648 IMMUNIZATIONS & PHYSICALS	1,033	128	1,500	1,500	-86%	1072%	0%	(905)	1,372	-
650 REPAIRS & MAINTENANCE - VEHICLE EQUIP	28,265	3,424	20,000	20,000	-88%	484%	0%	(24,841)	16,576	-
651 OPERATING EXPENSE - VEHICLES	454	14,530	-	-	3100%	-	-	14,076	(14,530)	-
686 EQUIPMENT RENTAL	13,889	-	12,000	12,000	-	-	0%	(13,889)	12,000	-
763 DEPRECIATION	19,200	6,996	7,000	7,000	-64%	0%	0%	(12,204)	4	-
860 CONSULTING SERVICES	166,732	86,635	72,500	72,500	-48%	-16%	0%	(80,097)	(14,135)	-
881 STREET LIGHTS AND HYDRANTS	-	-	-	-	-	-	-	-	-	-
882 FREE SERVICE INSTALLATIONS	-	-	-	-	-	-	-	-	-	-
883 BAD ACCOUNTS	40,565	(37,047)	75,000	75,000	-191%	-302%	0%	(77,612)	112,047	-
886 INTEREST EXPENSE	260,779	205,202	200,000	175,000	-21%	-3%	-13%	(55,577)	(5,202)	(25,000)
887 BOND PAYING AGENT EXPENSE	1,850	1,300	-	1,500	-30%	-	-	(550)	(1,300)	1,500
888 BOND AMORTIZATION	-	-	-	-	-	-	-	-	-	-
898 CASH OVER AND SHORT	(886)	(1,643)	500	500	85%	-130%	0%	(757)	2,143	-
899 MISCELLANEOUS	542	-	-	-	-	-	-	(542)	-	-
TOTAL EXPENDITURES	1,197,450	977,981	1,146,250	1,090,350	-18%	17%	-5%	(219,469)	168,269	(55,900)
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	1,197,450	977,981	1,146,250	1,090,350	-18%	17%	-5%	(219,469)	168,269	(55,900)
TOTAL EXPENDITURES WITH PROPOSED	(546,616)	(845,217)	(979,900)	(724,000)	55%	16%	-26%	(298,601)	(134,683)	255,900
TOTAL ADMINISTRATIVE										

City of Osceola
2022 Budget
Administrative Department

	HISTORICAL		FORECAST		TREND						
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	
REVENUES											
310	PROPERTY TAXES	499,222	751,943	625,000	625,000	51%	-17%	0%	252,721	(126,943)	-
314	GENERAL REVENUE (STATE OF ARK)	122,664	115,125	120,000	120,000	-6%	4%	0%	(7,539)	4,875	-
315	PRIVILEGE TAX -- CITY	8,950	8,110	8,000	8,000	-9%	-1%	0%	(840)	(110)	-
316	PILOT-FED HOUSING SUTHORITY	-	21,975	3,315	3,315	-	-85%	0%	21,975	(18,660)	-
317	PILOT-PLUM POINT ENERGY STATION	705,703	705,703	705,703	705,703	0%	0%	0%	-	-	-
	PILOT - OTHER	-	-	-	-	-	-	-	-	-	-
323	A & P TAX REVENUE	38,174	35,843	32,000	32,000	-6%	-11%	0%	(2,331)	(3,843)	-
325	GAS FRANCHISE TAX	74,938	74,781	85,000	85,000	0%	14%	0%	(157)	10,219	-
328	TELEPHONE EXCISE TAX	12,000	12,000	20,000	20,000	0%	67%	0%	-	8,000	-
331	CABLE FRANCHISE TAX	17,230	18,501	25,000	25,000	7%	35%	0%	1,271	6,499	-
345	BUILDING PERMITS	3,192	1,118	2,000	2,000	-65%	79%	0%	(2,074)	882	-
375	PLANNING COMMISSION FEES	150	-	100	100	-	-	0%	(150)	100	-
384	CODE RED CONTRIBUTIONS	(3,750)	(3,750)	(3,750)	(3,750)	0%	0%	0%	-	-	-
385	SALE OF ASSETS/EQUIPMENT	-	-	-	-	-	-	-	-	-	-
390	INTEREST INCOME	171	105	500	500	-39%	376%	0%	(66)	395	-
393	HISTORICAL SOCIETY	35,116	150,382	-	-	328%	-	-	115,266	(150,382)	-
394	COUNTY SALES TAX	1,156,127	1,131,361	1,100,000	1,100,000	-2%	-3%	0%	(24,766)	(31,361)	-
395	MISCELLANEOUS	116,341	94,766	-	-	-19%	-	-	(21,575)	(94,766)	-
396	GRANT INCOME	4,642	438,106	-	-	9338%	-	-	433,464	(438,106)	-
397	CITY SALES TAX	1,137,607	1,240,320	1,050,000	1,050,000	9%	-15%	0%	102,713	(190,320)	-
398	RENT INCOME	24,575	19,379	31,000	31,000	-21%	60%	0%	(5,196)	11,621	-
	TOTAL REVENUES	3,953,052	4,815,768	3,803,868	3,803,868	22%	-21%	0%	862,716	(1,011,900)	-
EXPENDITURES											
400	SALARIES	162,596	146,026	145,000	135,000	-10%	-1%	-7%	(16,570)	(1,026)	(10,000)
501	TRAVEL & PUBLIC RELATIONS	6,041	601	3,200	3,200	-90%	432%	0%	(5,440)	2,599	-
502	PAYROLL TAX	12,091	16,645	11,600	10,800	38%	-30%	-7%	4,554	(5,045)	(800)
503	GROUP INSURANCE	41,634	41,695	45,000	45,000	0%	8%	0%	61	3,305	-
504	PENSION EXPENSE	82,331	81,658	84,000	84,000	-1%	3%	0%	(673)	2,342	-
510	TRAVEL & TRAINING EXPENSE	26,898	7,786	12,000	12,000	-71%	54%	0%	(19,112)	4,214	-
550	EMPLOYEE RELATIONS	910	-	-	-	-	-	-	(910)	-	-
580	UNIFORM EXPENSE	-	-	-	-	-	-	-	-	-	-
601	MATERIALS AND SUPPLIES	27,340	24,003	20,000	20,000	-12%	-17%	0%	(3,337)	(4,003)	-
604	BIG RIVER STEEL PROJECT	-	-	-	-	-	-	-	-	-	-
605	OFFICE EXPENSE	16,250	14,268	15,000	15,000	-12%	5%	0%	(1,982)	732	-
607	PUBLISHING ORDINANCES & NOTICES	2,452	1,768	2,000	2,000	-28%	13%	0%	(684)	232	-
610	TELEPHONE	4,149	4,685	3,500	3,500	13%	-25%	0%	536	(1,185)	-
619	BUILDING EXPENSE	93,158	2,288	10,000	10,000	-98%	337%	0%	(90,870)	7,712	-
620	UTILITIES	103	47,554	26,000	26,000	46069%	-45%	0%	47,451	(21,554)	-
625	RENT	1,378	935	500	500	-32%	-47%	0%	(443)	(435)	-

City of Osceola
 2022 Budget
 Administrative Department

	HISTORICAL		FORECAST		TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
626 A & P EXPENSES	55,079	20,733	30,000	30,000	-62%	45%	0%	(34,346)	9,267	-
630 INSURANCE	36,657	39,519	34,000	34,000	8%	-14%	0%	2,862	(5,519)	-
640 DUES, MBRSHPS & SUBSCRIPTIONS	2,652	4,065	3,500	3,500	53%	-14%	0%	1,413	(565)	-
642 UNEMPLOYMENT BENEFIT ASSMT	158	6,766	-	-	4182%	-	-	6,608	(6,766)	-
643 AUDIT FEES	-	-	-	-	-	-	-	-	-	-
644 LEGAL EXPENSES	39,980	37,202	20,000	20,000	-7%	-46%	0%	(2,778)	(17,202)	-
645 ADV, PROMOTIONS & DONATIONS	10,108	4,408	6,000	6,000	-56%	36%	0%	(5,700)	1,592	-
647 LICENSES	1,224	1,118	250	250	-9%	-78%	0%	(106)	(868)	-
648 IMMUNIZATIONS & PHYSICALS	-	-	-	-	-	-	-	-	-	-
650 REPAIRS & MAINTENANCE - VEH & EQ	1,043	-	-	-	-	-	-	(1,043)	-	-
651 OPERATING EXPENSES - VEHICLES	1,150	842	1,200	1,200	-27%	43%	0%	(308)	358	-
687 ELECTION EXPENSE	4,495	-	-	-	-	-	-	(4,495)	-	-
700 EQUIPMENT PURCHASES	-	153,545	-	-	-	-	-	153,545	(153,545)	-
749 HEADSTART BLDG EXPENSE	154	154	-	-	0%	-	-	-	(154)	-
750 ROSENWALD BLDG EXPENSE	9,456	4,332	7,500	7,500	-54%	73%	0%	(5,124)	3,168	-
751 SR CITIZEN BLDG EXPENSE	2,491	1,694	5,000	5,000	-32%	195%	0%	(797)	3,306	-
752 SCOUT HUT EXPENSE	9,049	992	5,000	5,000	-89%	404%	0%	(8,057)	4,008	-
753 COSTON BLDG EXPENSE	86,555	56,357	30,000	30,000	-35%	-47%	0%	(30,198)	(26,357)	-
801 PLANNING COMMISSION EXPENSE	30	-	200	200	-	-	0%	(30)	200	-
860 CONSULTING SERVICES	4,141	68,863	87,500	87,500	1563%	27%	0%	64,722	18,637	-
861 COMMERCIAL INCENTIVES	108,332	-	-	-	-	-	-	(108,332)	-	-
886 INTEREST EXPENSE	-	30	-	-	-	-	-	30	(30)	-
890 GRANT EXPENSE	-	-	-	-	-	-	-	-	-	-
895 CAPITAL LEASE PAYMENTS	61,571	10,261	-	-	-83%	-	-	(51,310)	(10,261)	-
898 ABANDONED/CONDEMNED PROP EXP	13,920	17,100	-	-	23%	-	-	3,180	(17,100)	-
899 MISCELLANEOUS	28	389	-	-	1289%	-	-	361	(389)	-
TOTAL EXPENDITURES	925,604	818,282	607,950	597,150	-12%	-26%	-2%	(107,322)	(210,332)	(10,800)
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	925,604	818,282	607,950	597,150	-12%	-26%	-2%	(107,322)	(210,332)	(10,800)
TOTAL ADMINISTRATIVE	3,027,448	3,997,486	3,195,918	3,206,718	32%	-20%	0%	970,038	(801,568)	10,800

City of Osceola
2022 Budget
Police Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
335 FINES AND FOREFEITURES	166,056	209,765	200,000	300,000	26%	-5%	50%	43,709	(9,765)	100,000
337 OPD RECEIPTS	1,755	-	2,000	2,000	-	-	0%	(1,755)	2,000	-
338 JAIL RECEIPTS	7,915	80,198	15,000	100,000	913%	-81%	567%	72,283	(65,198)	85,000
396 GRANT INCOME	22,573	13,908	20,000	350,000	-38%	44%	1650%	(8,665)	6,092	330,000
TOTAL REVENUES	198,299	303,871	237,000	752,000	53%	-22%	217%	105,572	(66,871)	515,000
EXPENDITURES										
400 SALARIES	1,310,164	1,626,860	1,596,500	1,605,000	24%	-2%	1%	316,696	(30,360)	8,500
410 SALARIES - HOLIDAY PAY	-	-	-	-	-	-	-	-	-	-
414 SALARIES - GRANT/OPD	(63,411)	(64,628)	(60,000)	(60,000)	2%	-7%	0%	(1,217)	4,628	-
426 AUXILIARY POLICE	554	617	2,000	2,000	11%	224%	0%	63	1,383	-
502 PAYROLL TAX	102,649	114,802	127,720	128,400	12%	11%	1%	12,153	12,918	680
503 GROUP INSURANCE	119,266	93,834	135,000	135,000	-21%	44%	0%	(25,432)	41,166	-
504 PENSION EXPENSE	172,144	192,399	244,541	244,541	12%	27%	0%	20,255	52,142	-
510 TRAVEL & TRAINING EXPENSE	14,809	2,836	15,000	15,000	-81%	429%	0%	(11,973)	12,164	-
515 SAFETY SUPPLIES	1,103	1,242	-	-	13%	-	-	139	(1,242)	-
550 EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	17,986	10,520	12,000	12,000	-42%	14%	0%	(7,466)	1,480	-
581 UNIFORM LAUNDRY	1,942	1,139	2,500	2,500	-41%	119%	0%	(803)	1,361	-
601 MATERIALS AND SUPPLIES	19,576	28,237	30,000	30,000	44%	6%	0%	8,661	1,763	-
610 TELEPHONE	39,757	49,246	35,000	35,000	24%	-29%	0%	9,489	(14,246)	-
619 BUILDING EXPENSE	5,706	2,538	2,000	2,000	-56%	-21%	0%	(3,168)	(538)	-
620 UTILITIES	7,062	8,517	9,200	9,200	21%	8%	0%	1,455	683	-
630 INSURANCE	32,527	51,067	50,000	50,000	57%	-2%	0%	18,540	(1,067)	-
640 DUES, MBRSHPS & SUBSCRIPTIONS	20,633	39,719	27,500	27,500	93%	-31%	0%	19,086	(12,219)	-
648 IMMUNIZATIONS & PHYSICALS	3,920	4,359	2,500	2,500	11%	-43%	0%	439	(1,859)	-
650 REPAIRS & MAINTENANCE - VEH & EQ	12,202	17,665	10,000	10,000	45%	-43%	0%	5,463	(7,665)	-
651 OPERATING EXPENSES - VEHICLES	57,920	49,794	55,000	55,000	-14%	10%	0%	(8,126)	5,206	-
686 EQUIPMENT RENTAL	4,938	-	-	-	-	-	-	(4,938)	-	-
700 EQUIPMENT PURCHASES	85,547	38,978	49,400	175,000	-54%	27%	254%	(46,569)	10,422	125,600
890 GRANT EXPENSE	-	-	-	-	-	-	-	-	-	-
899 MISCELLANEOUS	418	2,244	-	-	437%	-	-	1,826	(2,244)	-
TOTAL EXPENDITURES	1,967,412	2,271,985	2,345,861	2,480,641	15%	3%	6%	304,573	73,876	134,780
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	1,967,412	2,271,985	2,345,861	2,480,641	15%	3%	6%	304,573	73,876	134,780
TOTAL POLICE DEPARTMENT	(1,769,113)	(1,968,114)	(2,108,861)	(1,728,641)	11%	7%	-18%	(199,001)	(140,747)	380,220

Equipment includes 3 patrol cars, 6 sky cops, pistol, digital camera and CID equipment.

City of Osceola
2022 Budget
Fire Department

	HISTORICAL		FORECAST	FORECAST	TREND						
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	
REVENUES											
380	CONTRACT TRAINING RECEIPTS	37,494	58,324	-	-	56%	-	-	20,830	(58,324)	-
396	GRANT INCOME	60,115	65,729	50,000	50,000	9%	-24%	0%	5,614	(15,729)	-
	TOTAL REVENUES	97,609	124,053	50,000	50,000	27%	-60%	0%	26,444	(74,053)	-
EXPENDITURES											
400	SALARIES	865,517	887,067	845,000	850,000	2%	-5%	1%	21,550	(42,067)	5,000
410	SALARIES - HOLIDAY PAY	-	-	-	-	-	-	-	-	-	-
427	FIRE SCRIPT-REDEEMED	6,265	4,583	8,000	9,000	-27%	75%	13%	(1,682)	3,417	1,000
502	PAYROLL TAX	13,117	14,885	16,900	17,000	13%	14%	1%	1,768	2,015	100
503	GROUP INSURANCE	88,321	59,854	72,000	72,000	-32%	20%	0%	(28,467)	12,146	-
504	PENSION EXPENSE	115,653	124,049	128,000	128,000	7%	3%	0%	8,396	3,951	-
510	TRAVEL & TRAINING EXPENSE	2,434	-	2,500	3,000	-	-	20%	(2,434)	2,500	500
515	SAFETY SUPPLIES	-	643	1,000	1,000	-	56%	0%	643	357	-
550	EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580	UNIFORM EXPENSE	5,434	5,574	6,750	6,750	3%	21%	0%	140	1,176	-
581	UNIFORM LAUNDRY	-	1,653	-	-	-	-	-	1,653	(1,653)	-
601	MATERIALS AND SUPPLIES	12,084	109,333	12,000	20,000	805%	-89%	67%	97,249	(97,333)	8,000
610	TELEPHONE	27,885	40,873	20,000	20,000	47%	-51%	0%	12,988	(20,873)	-
619	BUILDING EXPENSE	3,564	2,860	5,000	7,000	-20%	75%	40%	(704)	2,140	2,000
620	UTILITIES	2,200	23,015	8,500	8,500	946%	-63%	0%	20,815	(14,515)	-
630	INSURANCE	27,344	48,313	50,000	50,000	77%	3%	0%	20,969	1,687	-
640	DUES, MBRSHPS & SUBSCRIPTIONS	308	-	400	400	-	-	0%	(308)	400	-
647	LICENSES	25	-	-	-	-	-	-	(25)	-	-
648	IMMUNIZATIONS & PHYSICALS	608	1,170	1,000	1,000	92%	-15%	0%	562	(170)	-
650	REPAIRS & MAINTENANCE - VEH & EQ	20,386	19,203	22,000	22,000	-6%	15%	0%	(1,183)	2,797	-
651	OPERATING EXPENSES - VEHICLES	13,806	11,266	14,000	16,000	-18%	24%	14%	(2,540)	2,734	2,000
686	EQUIPMENT RENTAL	149	594	22,000	22,000	299%	3604%	0%	445	21,406	-
700	EQUIPMENT PURCHASES	549,360	23,983	91,000	25,000	-96%	279%	-73%	(525,377)	67,017	(66,000)
890	GRANT EXPENSE	-	-	-	-	-	-	-	-	-	-
895	CAPITAL LEASE PAYMENTS	-	-	-	-	-	-	-	-	-	-
899	MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-
	TOTAL EXPENDITURES	1,754,460	1,378,918	1,326,050	1,278,650	-21%	-4%	-4%	(375,542)	(52,868)	(47,400)
619	PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700	PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890	RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
	TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
	TOTAL EXPENDITURES WITH PROPOSED	1,754,460	1,378,918	1,326,050	1,278,650	-21%	-4%	-4%	(375,542)	(52,868)	(47,400)
	TOTAL FIRE DEPARTMENT	(1,656,851)	(1,254,865)	(1,276,050)	(1,228,650)	-24%	2%	-4%	401,986	(21,185)	47,400

Equipment includes repairs to drains needed

City of Osceola
2022 Budget
Parks and Recreation Department

	HISTORICAL		FORECAST	FORECAST	TREND						
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	
REVENUES											
350	ADMISSION FEES	123,354	106,406	95,000	95,000	-14%	-11%	0%	(16,948)	(11,406)	-
396	GRANT INCOME	-	30,890	-	-	-	-	-	30,890	(30,890)	-
	TOTAL REVENUES	123,354	137,296	95,000	95,000	11%	-31%	0%	13,942	(42,296)	-
EXPENDITURES											
400	SALARIES	318,077	316,307	330,000	375,000	-1%	4%	14%	(1,770)	13,693	45,000
435	SUMMER WORKERS	-	-	-	17,500	-	-	-	-	-	17,500
455	TEMP SERVICE WAGES	20,682	-	10,000	10,000	-	-	0%	(20,682)	10,000	-
502	PAYROLL TAX	23,705	21,808	26,400	30,000	-8%	21%	14%	(1,897)	4,592	3,600
503	GROUP INSURANCE	45,633	33,747	30,000	30,000	-26%	-11%	0%	(11,886)	(3,747)	-
504	PENSION EXPENSE	5,629	6,083	5,000	5,000	8%	-18%	0%	454	(1,083)	-
510	TRAVEL & TRAINING EXPENSE	6,277	-	12,000	12,000	-	-	0%	(6,277)	12,000	-
515	SAFETY SUPPLIES	1,742	1,854	2,000	3,000	6%	8%	50%	112	146	1,000
550	EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580	UNIFORM EXPENSE	-	-	-	-	-	-	-	-	-	-
601	MATERIALS AND SUPPLIES	76,704	50,078	50,000	88,000	-35%	0%	76%	(26,626)	(78)	38,000
610	TELEPHONE	10,634	15,303	7,000	7,000	44%	-54%	0%	4,669	(8,303)	-
619	BUILDING EXPENSE	28,093	17,882	20,000	25,000	-36%	12%	25%	(10,211)	2,118	5,000
620	UTILITIES	5,388	24,774	35,500	35,500	360%	43%	0%	19,386	10,726	-
630	INSURANCE	13,782	16,748	15,000	10,000	22%	-10%	-33%	2,966	(1,748)	(5,000)
640	DUES, MBRSHPS & SUBSCRIPTIONS	867	325	1,000	1,000	-63%	208%	0%	(542)	675	-
645	ADV, PROMOTIONS & DONATIONS	1,215	-	2,000	2,000	-	-	0%	(1,215)	2,000	-
647	LICENSES	25	25	2,000	2,000	0%	7900%	0%	-	1,975	-
648	IMMUNIZATIONS & PHYSICALS	384	422	500	500	10%	18%	0%	38	78	-
650	REPAIRS & MAINTENANCE - VEH & EQ.	5,216	3,920	12,000	12,000	-25%	206%	0%	(1,296)	8,080	-
651	OPERATING EXPENSES - VEHICLES	9,465	6,933	5,000	7,500	-27%	-28%	50%	(2,532)	(1,933)	2,500
686	EQUIPMENT RENTAL	-	-	200	-	-	-	-	-	200	(200)
700	EQUIPMENT PURCHASES	36,161	5,491	33,574	34,000	-85%	511%	1%	(30,670)	28,083	426
725	ATHLETIC EQUIPMENT	63,994	41,678	45,000	45,000	-35%	8%	0%	(22,316)	3,322	-
890	GRANT EXPENSE	-	-	-	-	-	-	-	-	-	-
895	CAPITAL LEASE PAYMENTS	36,089	39,254	40,000	40,000	9%	2%	0%	3,165	746	-
899	MISCELLANEOUS	622	-	-	-	-	-	-	(622)	-	-
	TOTAL EXPENDITURES	710,384	602,632	684,174	792,000	-15%	14%	16%	(107,752)	81,542	107,826
619	PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700	PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890	RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
	TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
	TOTAL EXPENDITURES WITH PROPOSED	710,384	602,632	684,174	792,000	-15%	14%	16%	(107,752)	81,542	107,826
TOTAL PARKS AND RECREATION DEPARTMENT		(587,030)	(465,336)	(589,174)	(697,000)	-21%	27%	18%	121,694	(123,838)	(107,826)

City of Osceola
2022 Budget
Municipal Court Department

	HISTORICAL		FORECAST	FORECAST	TREND						
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	
EXPENDITURES											
403 OTHER ADMIN SALARIES	-	-	-	-	-	-	-	-	-	-	-
421 JUDGE'S SALARY	29,325	29,325	30,000	30,000	0%	2%	0%	-	675	-	
422 CLERK'S SALARY	49,311	56,377	111,638	111,638	14%	98%	0%	7,066	55,261	-	
550 PART TIME CLERK	-	-	-	-	-	-	-	-	-	-	
502 PAYROLL TAX	8,350	8,399	6,358	6,358	1%	-24%	0%	49	(2,041)	-	
503 GROUP INSURANCE	10,664	8,753	5,000	5,000	-18%	-43%	0%	(1,911)	(3,753)	-	
504 PENSION EXPENSE	6,520	6,543	7,000	7,000	0%	7%	0%	23	457	-	
506 CITY POLICE PENSION FUND	-	-	-	-	-	-	-	-	-	-	
510 TRAVEL & TRAINING EXPENSE	658	-	500	500	-	-	0%	(658)	500	-	
550 EMPLOYEE RELATIONS	-	26	-	-	-	-	-	26	(26)	-	
580 UNIFORM EXPENSE	-	-	-	-	-	-	-	-	-	-	
601 MATERIALS AND SUPPLIES	5,356	2,884	5,000	5,000	-46%	73%	0%	(2,472)	2,116	-	
610 TELEPHONE	-	-	-	-	-	-	-	-	-	-	
619 BUILDING EXPENSE	-	35	-	-	-	-	-	35	(35)	-	
620 UTILITIES	2,041	418	2,500	2,500	-80%	498%	0%	(1,623)	2,082	-	
630 INSURANCE	-	-	-	-	-	-	-	-	-	-	
640 DUES, MBRSHPS & SUBSCRIPTIONS	365	225	-	-	-38%	-	-	(140)	(225)	-	
648 IMMUNIZATIONS & PHYSICALS	32	64	-	-	100%	-	-	32	(64)	-	
650 REPAIRS & MAINT VEH & EQUIP	-	258	-	-	-	-	-	258	(258)	-	
899 MISCELLANEOUS (COUNTY REIMB)	-	-	(62,500)	(62,500)	-	-	0%	-	(62,500)	-	
TOTAL EXPENDITURES	112,622	113,307	105,496	105,496	1%	-7%	0%	685	(7,811)	-	
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-	
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-	
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-	
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENDITURES WITH PROPOSED	112,622	113,307	105,496	105,496	1%	-7%	0%	685	(7,811)	-	
TOTAL MUNICIPAL COURT	(112,622)	(113,307)	(105,496)	(105,496)	1%	-7%	0%	(685)	7,811	-	

Cty of Osceola
2022 Budget
Jail Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
EXPENDITURES										
400 SALARIES	335,956	119,079	150,000	160,000	-65%	26%	7%	(216,877)	30,921	10,000
410 SALARIES - HOLIDAY PAY	-	-	-	-	-	-	-	-	-	-
TEMP WAGES	63,046	65,307	50,000	50,000	-	-	-	-	-	-
502 PAYROLL TAX	25,964	8,547	12,000	12,800	-67%	40%	7%	(17,417)	3,453	800
503 GROUP INSURANCE	43,677	44,263	15,000	15,000	1%	-66%	0%	586	(29,263)	-
504 PENSION EXPENSE	2,499	2,576	1,250	1,250	3%	-51%	0%	77	(1,326)	-
510 TRAVEL & TRAINING	2,670	-	2,000	2,000	-	-	0%	(2,670)	2,000	-
550 EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	649	-	1,000	1,000	-	-	0%	(649)	1,000	-
581 UNIFORM LAUNDRY	-	-	-	-	-	-	-	-	-	-
601 MATERIALS AND SUPPLIES	44,665	46,598	40,000	40,000	4%	-14%	0%	1,933	(6,598)	-
610 TELEPHONE	-	810	-	-	-	-	-	810	(810)	-
619 BUILDING EXPENSE	2,739	1,134	3,000	33,000	-59%	165%	1000%	(1,605)	1,866	30,000
620 UTILITIES	119	5,950	20,800	20,800	4900%	250%	0%	5,831	14,850	-
630 INSURANCE	153	306	200	200	100%	-35%	0%	153	(106)	-
648 IMMUNIZATIONS & PHYSICALS	573	1,613	1,000	1,000	182%	-38%	0%	1,040	(613)	-
650 REPAIRS & MAINTENANCE - VEH & EQ	257	-	-	-	-	-	-	(257)	-	-
655 JAIL MAINTENANCE FUND	28,999	22,691	25,000	25,000	-22%	10%	0%	(6,308)	2,309	-
659 INMATE MEDICAL	292	787	250	250	170%	-68%	0%	495	(537)	-
686 EQUIPMENT RENTAL	-	-	-	-	-	-	-	-	-	-
700 EQUIPMENT PURCHASES	6,155	-	-	-	-	-	-	(6,155)	-	-
TOTAL EXPENDITURES	558,413	319,661	321,500	362,300	-43%	1%	13%	(238,752)	1,839	40,800
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	558,413	319,661	321,500	362,300	-43%	1%	13%	(238,752)	1,839	40,800
TOTAL JAIL DEPARTMENT	(558,413)	(319,661)	(321,500)	(362,300)	-43%	1%	13%	238,752	(1,839)	(40,800)

City of Osceola
2022 Budget
Golf Course Department

	HISTORICAL		FORECAST	FORECAST	TREND						
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	
REVENUES											
360	GOLF COURSE MEMBERSHIP FEES	42,552	31,648	45,000	45,000	-26%	42%	0%	(10,904)	13,352	-
362	GREEN FEES	-	-	815	815	-	-	0%	-	815	-
364	CART SHED RENTALS	7,130	6,960	8,500	8,500	-2%	22%	0%	(170)	1,540	-
365	PRO SHOP SALES	-	-	1,150	1,150	-	-	0%	-	1,150	-
385	SALE OF EQUIPMENT	-	-	-	-	-	-	-	-	-	-
395	MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-
	TOTAL REVENUES	49,682	38,608	55,465	55,465	-22%	44%	0%	(11,074)	16,857	-
EXPENDITURES											
400	SALARIES	107,242	81,627	90,000	95,000	-24%	10%	6%	(25,615)	8,373	5,000
455	TEMP SERVICE WAGES	4,434	-	25,000	25,000	-	-	0%	(4,434)	25,000	-
502	PAYROLL TAX	8,143	5,830	7,200	7,600	-28%	23%	6%	(2,313)	1,370	400
503	GROUP INSURANCE	18,934	8,615	15,000	15,000	-54%	74%	0%	(10,319)	6,385	-
504	PENSION EXPENSE	3,503	3,362	3,270	3,270	-4%	-3%	0%	(141)	(92)	-
510	TRAVEL & TRAINING	-	-	-	-	-	-	-	-	-	-
515	SAFETY SUPPLIES	-	3,258	3,500	3,500	-	7%	0%	3,258	242	-
550	EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580	UNIFORM EXPENSE	-	-	-	-	-	-	-	-	-	-
601	MATERIALS AND SUPPLIES	26,909	11,993	25,000	40,000	-55%	108%	60%	(14,916)	13,007	15,000
610	TELEPHONE	6,693	10,882	5,000	5,000	63%	-54%	0%	4,189	(5,882)	-
612	COST OF GOODS - PRO SHOP	-	-	-	-	-	-	-	-	-	-
619	BUILDING EXPENSE	951	814	-	-	-14%	-	-	(137)	(814)	-
620	UTILITIES	2,066	3,877	5,700	5,700	88%	47%	0%	1,811	1,823	-
625	RENT	-	-	-	-	-	-	-	-	-	-
630	INSURANCE	5,869	6,532	6,000	6,000	11%	-8%	0%	663	(532)	-
640	DUES, MBRSHPS & SUBSCRIPTIONS	-	-	-	-	-	-	-	-	-	-
645	ADV, PROMOTIONS & DONATIONS	-	-	-	-	-	-	-	-	-	-
648	IMMUNIZATIONS & PHYSICALS	32	-	-	-	-	-	-	(32)	-	-
650	REPAIRS & MAINTENANCE - VEH & EQ	23,998	7,771	15,000	12,500	-68%	93%	-17%	(16,227)	7,229	(2,500)
651	OPERATING EXPENSES - VEHICLES	3,961	219	3,000	5,500	-94%	1270%	83%	(3,742)	2,781	2,500
686	EQUIPMENT RENTAL	-	-	500	500	-	-	0%	-	500	-
700	EQUIPMENT PURCHASES	-	-	14,000	5,000	-	-	-64%	-	14,000	(9,000)
895	CAPITAL LEASE PAYMENTS	27,248	23,748	12,500	35,000	-13%	-47%	180%	(3,500)	(11,248)	22,500
	TOTAL EXPENDITURES	239,983	168,528	230,670	264,570	-30%	37%	15%	(71,455)	62,142	33,900
619	PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700	PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890	RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
	TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
	TOTAL EXPENDITURES WITH PROPOSED	239,983	168,528	230,670	264,570	-30%	37%	15%	(71,455)	62,142	33,900
	TOTAL GOLF COURSE FUND	(190,301)	(129,920)	(175,205)	(209,105)	-32%	35%	19%	60,381	(45,285)	(33,900)

City of Osceola
2022 Budget
Animal Control Department

	HISTORICAL		FORECAST	FORECAST	TREND						
	2019	2020	2021	2022	% CHANGE			\$ CHANGE			
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22	
REVENUES											
340	ANIMAL SHELTER RECEIPTS	2,473	4,549	2,500	2,500	84%	-45%	0%	2,076	(2,049)	-
396	GRANT INCOME	-	-	-	-	-	-	-	-	-	-
	TOTAL REVENUES	2,473	4,549	2,500	2,500	84%	-45%	0%	2,076	(2,049)	-
EXPENDITURES											
400	SALARIES	56,963	53,184	75,000	80,000	-7%	41%	7%	(3,779)	21,816	5,000
455	TEMP SERVICE WAGES	51,793	15,951	15,000	15,000	-69%	-6%	0%	(35,842)	(951)	-
502	PAYROLL TAX	4,495	3,762	6,000	6,400	-16%	59%	7%	(733)	2,238	400
503	GROUP INSURANCE	5,431	4,658	6,000	6,000	-14%	29%	0%	(773)	1,342	-
504	PENSION EXPENSE	1,216	1,170	1,250	1,250	-4%	7%	0%	(46)	80	-
510	TRAVEL & TRAINING EXPENSE	39	-	250	250	-	-	0%	(39)	250	-
515	SAFETY SUPPLIES	39	-	200	200	-	-	0%	(39)	200	-
550	EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580	UNIFORM EXPENSE	504	-	500	500	-	-	0%	(504)	500	-
601	MATERIALS AND SUPPLIES	23,480	19,336	20,000	20,000	-18%	3%	0%	(4,144)	664	-
610	TELEPHONE	10,908	17,479	9,800	9,800	60%	-44%	0%	6,571	(7,679)	-
611	VET BILLS	6,038	4,624	7,500	7,500	-23%	62%	0%	(1,414)	2,876	-
619	BUILDING EXPENSE	3,040	1,742	2,500	2,500	-43%	44%	0%	(1,298)	758	-
620	UTILITIES	1,441	2,910	3,600	3,600	102%	24%	0%	1,469	690	-
630	INSURANCE	1,408	1,762	1,500	1,500	25%	-15%	0%	354	(262)	-
640	DUES, MBRSHPS & SUBSCRIPTIONS	-	-	-	-	-	-	-	-	-	-
645	ADV, PROMOTIONS & DONATIONS	-	-	-	-	-	-	-	-	-	-
648	IMMUNIZATIONS & PHYSICALS	32	231	250	250	622%	8%	0%	199	19	-
650	REPAIRS & MAINTENANCE - VEH & EQ	1,399	1,434	1,500	1,500	3%	5%	0%	35	66	-
651	OPERATING EXPENSES - VEHICLES	3,412	3,034	3,000	3,000	-11%	-1%	0%	(378)	(34)	-
700	EQUIPMENT PURCHASES	-	8,779	8,500	25,000	-	-3%	194%	8,779	(279)	16,500
	TOTAL EXPENDITURES	171,638	140,056	162,350	184,250	-18%	16%	13%	(31,582)	22,294	21,900
619	PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700	PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890	RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
	TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
	TOTAL EXPENDITURES WITH PROPOSED	171,638	140,056	162,350	184,250	-18%	16%	13%	(31,582)	22,294	21,900
	TOTAL ANIMAL CONTROL FUND	(169,165)	(135,507)	(159,850)	(181,750)	-20%	18%	14%	33,658	(24,343)	(21,900)

City of Osceola
2022 Budget
Street Department

	HISTORICAL		FORECAST		TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
322 DEBRIS REMOVAL	-	611	-	-	-	-	-	611	(611)	-
385 SALES OF EQUIPMENT	60	-	-	-	-	-	-	(60)	-	-
386 STREET REVENUE TURNBACK	552,404	585,731	550,000	550,000	6%	-6%	0%	99,327	(35,731)	-
387 MILLAGE TAX ALLOCATION	155,690	-	-	-	-	-	-	(155,690)	-	-
390 INTEREST INCOME	49	50	40	40	2%	-20%	0%	1	(10)	-
395 MISCELLANEOUS	1,830	6,679	-	-	265%	-	-	4,849	(6,679)	-
TOTAL REVENUES	710,033	593,071	550,040	550,040	-16%	-7%	0%	(116,962)	(43,031)	-
EXPENDITURES										
440 SALARY - ENGINEER	-	-	-	-	-	-	-	-	-	-
441 WAGES - STREET EMPLOYEES	415,722	344,554	440,000	410,000	-17%	28%	-7%	(71,168)	95,446	(30,000)
455 TEMP SERVICE WAGES	71,093	51,019	50,000	50,000	-28%	-2%	0%	(20,074)	(1,019)	-
502 PAYROLL TAX	31,805	24,589	35,200	32,800	-22%	43%	-7%	(7,116)	10,511	(2,400)
503 GROUP INSURANCE	56,228	40,446	60,000	60,000	-28%	48%	0%	(15,782)	19,554	-
504 PENSION EXPENSE	9,996	8,249	9,400	9,400	-17%	14%	0%	(1,747)	1,151	-
510 TRAVEL & TRAINING EXPENSE	2,050	15	2,000	2,000	-99%	13233%	0%	(2,035)	1,985	-
515 SAFETY SUPPLIES	3,383	2,972	2,500	2,500	-12%	-16%	0%	(411)	(472)	-
550 EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	3,633	5,689	3,200	3,200	57%	-44%	0%	2,056	(2,489)	-
601 MATERIALS AND SUPPLIES	21,299	16,503	20,000	20,000	-23%	21%	0%	(4,796)	3,497	-
610 TELEPHONE	8,853	13,227	7,000	7,000	49%	-47%	0%	4,374	(6,227)	-
619 BUILDING EXPENSE	15,199	9,239	10,000	10,000	-39%	8%	0%	(5,960)	761	-
620 UTILITIES	750	2,770	2,900	2,900	269%	5%	0%	2,020	130	-
630 INSURANCE	21,359	30,291	30,000	30,000	42%	-1%	0%	8,932	(291)	-
640 DUES, MBRSHPS & SUBSCRIPTIONS	-	271	250	250	-	-8%	0%	271	(21)	-
645 ADV, PROMOTIONS & DONATIONS	-	-	-	-	-	-	-	-	-	-
647 LICENSES	85	92	-	-	8%	-	-	7	(92)	-
648 IMMUNIZATIONS & PHYSICALS	1,213	697	1,000	1,000	-43%	43%	0%	(516)	303	-
650 REPAIRS & MAINTENANCE - VEH EQ	42,003	66,707	50,000	50,000	59%	-25%	0%	24,704	(16,707)	-
651 OPERATING EXPENSES - VEHICLES	62,703	40,762	40,000	65,000	-35%	-2%	63%	(21,941)	(762)	25,000
686 EQUIPMENT RENTAL	-	-	-	-	-	-	-	-	-	-
700 EQUIPMENT PURCHASES	51,692	-	20,000	56,000	-	-	180%	(51,692)	20,000	36,000
750 ASPHALT	3,824	2,072	82,500	2,500	-46%	3882%	-97%	(1,752)	80,428	(80,000)
751 GRAVEL	-	82	1,000	1,000	-	1120%	0%	82	918	-
752 CULVERTS & DRAINS, ETC.	-	820	1,500	1,500	-	83%	0%	820	680	-
753 STREET REPAIR - CONTRACT	-	14	-	200,000	-	-	-	14	(14)	200,000
755 STREET PAINTING	-	-	500	500	-	-	0%	-	500	-
756 SIGNS	1,425	432	2,500	2,500	-70%	479%	0%	(993)	2,068	-
840 DUMPING - DISPOSAL	58,633	61,013	60,000	87,500	4%	-2%	46%	2,380	(1,013)	27,500
895 CAPITAL LEASE PAYMENTS	46,548	16,980	45,000	45,000	-64%	165%	0%	(29,568)	28,020	-
899 MISCELLANEOUS	(748)	-	10,000	10,000	-	-	0%	748	10,000	-
TOTAL EXPENDITURES	928,748	739,605	986,450	1,162,550	-20%	33%	18%	(189,143)	246,845	176,100
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	928,748	739,605	986,450	1,162,550	-20%	33%	18%	(189,143)	246,845	176,100
TOTAL STREET FUND	(218,715)	(146,534)	(436,410)	(612,510)	-33%	198%	40%	72,181	(289,876)	(176,100)

Equipment purchases include forestry mulcher, service truck with tool box and diagnostic software

City of Osceola
2022 Budget
Sanitation Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
300 SALES	841,826	851,799	850,000	850,000	1%	0%	0%	9,973	(1,799)	-
322 DEBRIS REMOVAL	-	-	-	-	-	-	-	-	-	-
390 INTEREST INCOME	49	15	50	50	-69%	233%	0%	(34)	35	-
390 MISCELLANEOUS	25,285	2,659	-	-	-89%	-	-	(22,626)	(2,659)	-
TOTAL REVENUES	867,160	854,473	850,050	850,050	-1%	-1%	0%	(12,687)	(4,423)	-
EXPENDITURES										
450 SALARY SUPERVISOR	-	-	-	-	-	-	-	-	-	-
451 WAGES - GARBAGE COLLECTIONS	347,482	288,771	290,000	320,000	-17%	0%	10%	(58,711)	1,229	30,000
455 TEMP SERVICE WAGES	40,184	53,481	45,000	45,000	33%	-16%	0%	13,297	(8,481)	-
502 PAYROLL TAX	26,657	20,254	23,200	25,600	-24%	15%	10%	(6,403)	2,946	2,400
503 GROUP INSURANCE	36,853	27,831	35,000	35,000	-24%	26%	0%	(9,022)	7,169	-
504 PENSION EXPENSE	9,132	8,799	10,500	10,500	-4%	19%	0%	(333)	1,701	-
510 TRAVEL & TRAINING EXPENSE	743	-	750	750	-	-	0%	(743)	750	-
515 SAFETY SUPPLIES	2,560	3,417	5,000	5,000	33%	46%	0%	857	1,583	-
550 EMPLOYEE RELATIONS	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	5,614	5,424	5,000	5,000	-3%	-8%	0%	(190)	(424)	-
601 MATERIALS AND SUPPLIES	19,807	6,858	31,000	31,000	-65%	352%	0%	(12,949)	24,142	-
610 TELEPHONE	4,061	7,262	4,500	4,500	79%	-38%	0%	3,201	(2,762)	-
619 BUILDING EXPENSE	5,984	10,900	4,000	4,000	82%	-63%	0%	4,916	(6,900)	-
620 UTILITIES	2,104	800	2,500	2,500	-62%	213%	0%	(1,304)	1,700	-
630 INSURANCE	17,443	35,846	22,500	22,500	106%	-37%	0%	18,403	(13,346)	-
642 GARBAGE BAGS	15,049	9,481	20,000	20,000	-37%	111%	0%	(5,568)	10,519	-
645 ADV, PROMOTIONS & DONATIONS	-	-	-	-	-	-	-	-	-	-
647 LICENSES	725	767	1,000	1,000	6%	30%	0%	42	233	-
648 IMMUNIZATIONS & PHYSICALS	315	-	250	250	-	-	0%	(315)	250	-
650 REPAIRS & MAINTENANCE - VEH & EQ	33,749	21,947	20,000	20,000	-35%	-9%	0%	(11,802)	(1,947)	-
651 OPERATING EXPENSES - VEHICLES	40,772	39,250	35,000	45,000	-4%	-11%	29%	(1,522)	(4,250)	10,000
686 EQUIPMENT RENTAL	-	-	-	-	-	-	-	-	-	-
700 EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
764 DEPRECIATION EXPENSE	198,000	198,000	198,000	198,000	0%	0%	0%	-	-	-
840 DUMPING - DISPOSAL	184,404	167,832	175,000	175,000	-9%	4%	0%	(16,572)	7,168	-
886 INTEREST EXPENSE	24,010	25,722	15,000	15,000	7%	-42%	0%	1,712	(10,722)	-
895 CAPITAL LEASE PAYMENTS	-	-	-	-	-	-	-	-	-	-
899 MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,015,648	932,642	943,200	985,600	-8%	1%	4%	(83,006)	10,558	42,400
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	1,015,648	932,642	943,200	985,600	-8%	1%	4%	(83,006)	10,558	42,400
TOTAL SANITATION DEPARTMENT	(148,488)	(78,169)	(93,150)	(135,550)	-47%	19%	46%	70,319	(14,981)	(42,400)

Materials and supplies line item includes \$8,000 for new dumpsters

City of Osceola
2022 Budget
Composting Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
300 SALES	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-	-	-	-
EXPENDITURES										
400 SALARIES	-	-	-	-	-	-	-	-	-	-
502 PAYROLL TAX	-	-	-	-	-	-	-	-	-	-
503 GROUP INSURANCE	-	-	-	-	-	-	-	-	-	-
504 PENSION EXPENSE	-	-	-	-	-	-	-	-	-	-
510 TRAVEL & TRAINING	-	-	-	-	-	-	-	-	-	-
515 SAFETY SUPPLIES	-	-	-	-	-	-	-	-	-	-
580 UNIFORM EXPENSE	-	-	-	-	-	-	-	-	-	-
601 MATERIALS AND SUPPLIES	1,012	12	250	250	-99%	1983%	0%	(1,000)	238	-
620 UTILITIES	-	-	-	-	-	-	-	-	-	-
630 INSURANCE	-	-	-	-	-	-	-	-	-	-
647 LICENSES	-	-	-	-	-	-	-	-	-	-
648 IMMUNIZATIONS & PHYSICALS	-	-	-	-	-	-	-	-	-	-
650 REPAIRS & MAINTENANCE - VEH & EQ	4,791	155	5,000	5,000	-97%	3126%	0%	(4,636)	4,845	-
651 OPERATING EXPENSES -VEHICLES	-	137	250	250	-	82%	0%	137	113	-
686 EQUIPMENT RENTAL	-	-	-	-	-	-	-	-	-	-
764 DEPRECIATION EXPENSE	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	5,803	304	5,500	5,500	-95%	1709%	0%	(5,499)	5,196	-
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	5,803	304	5,500	5,500	-95%	1709%	0%	(5,499)	5,196	-
TOTAL COMPOSTING DEPARTMENT	(5,803)	(304)	(5,500)	(5,500)	-95%	1709%	0%	5,499	(5,196)	-

City of Osceola
 2022 Budget
 Pest Control Department

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
300 SALES	108,986	111,988	108,000	108,000	3%	-4%	0%	3,002	(3,988)	-
TOTAL REVENUES	108,986	111,988	108,000	108,000	3%	-4%	0%	3,002	(3,988)	-
EXPENDITURES										
400 SALARIES	-	-	-	-	-	-	-	-	-	-
502 PAYROLL TAX	-	-	-	-	-	-	-	-	-	-
503 GROUP INSURANCE	-	-	-	-	-	-	-	-	-	-
601 MATERIALS AND SUPPLIES	560	-	500	500	-	-	0%	(560)	500	-
602 CHEM & SUPPLIES/SPRAY CONTRACT	84,997	78,755	85,000	90,000	-7%	8%	6%	(6,242)	6,245	5,000
619 BUILDING EXPENSE	-	-	-	-	-	-	-	-	-	-
630 INSURANCE	-	-	-	-	-	-	-	-	-	-
650 REPAIRS & MAINTENANCE - VEH & EQ	-	-	-	-	-	-	-	-	-	-
651 OPERATING EXPENSES - VEHICLES	-	-	-	-	-	-	-	-	-	-
764 DEPRECIATION EXPENSE	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	85,557	78,755	85,500	90,500	-8%	9%	6%	(6,802)	6,745	5,000
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	85,557	78,755	85,500	90,500	-8%	9%	6%	(6,802)	6,745	5,000
TOTAL PEST CONTROL FUND	23,429	33,233	22,500	17,500	42%	-32%	-22%	9,804	(10,733)	(5,000)

City of Osceola
2022 Budget
Airport

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	ACTUAL	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
300 SALES	-	27,373	-	-	-	-	-	27,373	(27,373)	-
TOTAL REVENUES	-	27,373	-	-	-	-	-	27,373	(27,373)	-
EXPENDITURES										
400 SALARIES	-	1,166	-	-	-	-	-	1,166	(1,166)	-
502 PAYROLL TAX	-	27	-	-	-	-	-	27	(27)	-
503 GROUP INSURANCE	-	2,251	-	-	-	-	-	2,251	(2,251)	-
601 MATERIALS AND SUPPLIES	-	-	-	-	-	-	-	-	-	-
602 CHEM & SUPPLIES/SPRAY CONTRACT	-	-	-	-	-	-	-	-	-	-
619 BUILDING EXPENSE	-	78,350	10,500	10,500	-	-87%	0%	78,350	(67,850)	-
630 INSURANCE	-	373	500	500	-	34%	0%	373	127	-
650 REPAIRS & MAINTENANCE - VEH & EQ	-	-	-	-	-	-	-	-	-	-
651 OPERATING EXPENSES - VEHICLES	-	-	-	-	-	-	-	-	-	-
764 DEPRECIATION EXPENSE	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	82,167	11,000	11,000	-	-87%	0%	82,167	(71,167)	-
619 PROPOSED BLDG EXP PURCHASES	-	-	-	-	-	-	-	-	-	-
700 PROPOSED EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-
890 RESERVE ALLOCATION	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED	-	82,167	11,000	11,000	-	-87%	0%	82,167	(71,167)	-
TOTAL PEST CONTROL FUND	-	(54,794)	(11,000)	(11,000)	-	-80%	0%	(54,794)	43,794	-

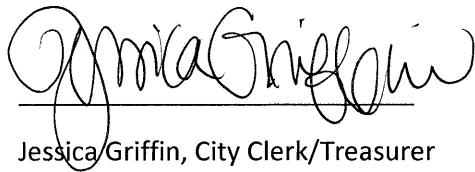
City of Osceola
2022 Budget
Code Enforcement

	HISTORICAL		FORECAST	FORECAST	TREND					
	2019	2020	2021	2022	% CHANGE			\$ CHANGE		
	FINAL	Actual	BUDGET	BUDGET	19-20	20-21	21-22	19-20	20-21	21-22
REVENUES										
322	-	-	-	-	-	-	-	-	-	-
385	-	-	-	-	-	-	-	-	-	-
386	-	-	-	-	-	-	-	-	-	-
387	-	-	-	-	-	-	-	-	-	-
390	-	-	-	-	-	-	-	-	-	-
395	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES										
EXPENDITURES										
440	-	79,288	85,000	110,000	-	7%	29%	79,288	5,712	25,000
441	-	-	-	-	-	-	-	-	-	-
455	-	-	10,280	15,000	-	-	46%	-	10,280	4,720
502	-	5,779	6,800	8,600	-	18%	29%	5,779	1,021	2,000
503	-	3,999	5,000	7,000	-	25%	40%	3,999	1,001	2,000
504	-	-	-	-	-	-	-	-	-	-
510	-	15	5,000	5,000	-	33233%	0%	15	4,985	-
515	-	-	-	-	-	-	-	-	-	-
550	-	-	-	-	-	-	-	-	-	-
580	-	377	-	-	-	-	-	377	(377)	-
601	-	5,024	5,000	5,250	-	0%	5%	5,024	(24)	250
610	-	-	-	-	-	-	-	-	-	-
619	-	-	-	-	-	-	-	-	-	-
620	-	-	-	-	-	-	-	-	-	-
630	-	-	-	-	-	-	-	-	-	-
640	-	-	-	-	-	-	-	-	-	-
645	-	-	-	-	-	-	-	-	-	-
647	-	2,780	-	-	-	-	-	2,780	(2,780)	-
648	-	-	-	-	-	-	-	-	-	-
650	-	-	-	-	-	-	-	-	-	-
651	-	1,316	10,000	10,000	-	660%	0%	1,316	8,684	-
686	-	-	-	-	-	-	-	-	-	-
700	-	-	-	35,700	-	-	-	-	-	35,700
750	-	-	-	-	-	-	-	-	-	-
751	-	-	-	-	-	-	-	-	-	-
752	-	-	-	-	-	-	-	-	-	-
753	-	-	-	-	-	-	-	-	-	-
755	-	-	-	-	-	-	-	-	-	-
756	-	-	-	-	-	-	-	-	-	-
840	-	-	-	-	-	-	-	-	-	-
895	-	-	-	-	-	-	-	-	-	-
899	-	-	-	150,000	-	-	-	-	-	150,000
TOTAL EXPENDITURES										
	-	98,578	127,080	346,750	-	29%	173%	98,578	28,502	219,670
619	-	-	-	-	-	-	-	-	-	-
700	-	-	-	-	-	-	-	-	-	-
890	-	-	-	-	-	-	-	-	-	-
TOTAL PROPOSED CAP & RES										
	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES WITH PROPOSED										
	-	98,578	127,080	346,750	-	29%	173%	98,578	28,502	219,670
TOTAL STREET FUND										
	-	(98,578)	(127,080)	(346,750)	-	29%	173%	(98,578)	(28,502)	(219,670)

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

Resolution was passed on the 31st day of January, 2022 and given number 2022-10.

With there being no further business, meeting was adjourned.



A handwritten signature in black ink, appearing to read "Jessica Griffin". The signature is written in a cursive style and is positioned above a horizontal line.

Jessica Griffin, City Clerk/Treasurer

Sally Wilson, Mayor

OSCEOLA POLICE DEPARTMENT

Monthly Report for

January-22

**Jerry Hamilton
Chief of Police**

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

<u>INCOME</u>	<u>Jan</u>	<u>Year to Date</u>
Automation Fund	\$ (631.12)	\$ (631.12)
Bail Bond Fees	\$ 180.00	\$180.00
Bonds Paid to OMC	\$ 4,940.00	\$4,940.00
Credit Card Fees	\$ 141.00	\$141.00
Fines & Cost pd to OMC	\$ 14,644.67	\$14,644.67
Freedom of Information		\$0.00
Interest Earned	\$ 1.02	\$1.02
Miscellaneous		\$0.00
Postage		\$0.00
Rebate		\$0.00
Restitution to OPD		\$0.00
SCC/Civil Services		\$0.00
Unclaimed Restitution		\$0.00
Yard Sales		\$0.00
 Sub-Total	 <u>\$19,275.57</u>	 <u>\$19,275.57</u>
 <u>DETENTION FACILITY INCOME:</u>		
Background Checks		\$0.00
Fingerprints		\$0.00
Incident Reports	\$ 171.00	\$171.00
Jail Board	\$ 8,832.00	\$8,832.00
Misc/Comm balances unclaimed		\$0.00
Vin Inspection	\$ 1,275.00	\$1,275.00
Work Release	\$ 180.00	\$180.00
 Sub-Total	 <u>\$10,458.00</u>	 <u>\$10,458.00</u>
 Grand Total	 <u>\$29,733.57</u>	 <u>\$29,733.57</u>

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			35,113.36
Checks and Payments	12	Items	-30,300.92
Deposits and Other Credits	41	Items	24,738.98
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			29,551.42

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			29,551.42
Checks and Payments	56	Items	-24,275.71
Deposits and Other Credits	2	Items	1,966.13
Register Balance as of 2/8/2022:			7,241.84
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			7,241.84



BancorpSouth
Member FDIC

32/12

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

STATEMENT DATE
01/31/22
ACCOUNT NUMBER
██████████

INFOLINE 1-888-797-7711

2021 CHECKING YEAR TO DATE INTEREST PAID 18.66

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

PREVIOUS BALANCE	35,113.36	AVERAGE BALANCE	
+ 40 CREDITS	24,737.89		25,664
- 12 DEBITS	30,300.92	YTD INTEREST PAID	
- SERVICE CHARGES	.00		1.09
+ INTEREST PAID	1.09		
ENDING BALANCE	29,551.42		

DAYS IN PERIOD

31

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

DATE.....	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
01/03	53.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/03	276.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/03	925.00	DEPOSIT	
01/04	128.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/05	50.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/05	171.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/05	556.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/05	2,913.00	DEPOSIT	
01/07	776.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/07	1,140.00	DEPOSIT	
01/10	81.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/10	103.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/10	594.00	BANKCARD 1187 54971187SD	
		517530860126945 BTOT DEP	CCD
01/11	3,733.00	DEPOSIT	



BancorpSouth

Member FDIC

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

32/12
PAGE 2

STATEMENT DATE
01/31/22
ACCOUNT NUMBER
[REDACTED]

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

DATE.....	AMOUNT.	TRANSACTION DESCRIPTION	CHK NO/ATM CD
01/12	148.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/12	256.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/13	383.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/14	149.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/14	200.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/14	3,456.00	DEPOSIT	
01/18	53.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/18	103.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/18	103.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/18	184.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/18	2,301.00	DEPOSIT	
01/19	118.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/20	108.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/20	168.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/21	389.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/24	18.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/24	28.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/24	168.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/24	473.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP	CCD
01/24	2,380.00	DEPOSIT	
01/26	435.00	DEPOSIT	



BancorpSouth
Member FDIC

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

32/12
PAGE 3

STATEMENT DATE
01/31/22
ACCOUNT NUMBER

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

DATE	AMOUNT	TRANSACTION DESCRIPTION	CHK NO/ATM CD
01/27	451.02	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
01/28	760.00	DEPOSIT	
01/31	14.87	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
01/31	86.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
01/31	306.00	BANKCARD 1187 54971187SD 517530860126945 BTOT DEP CCD	
01/31	1.09	IOD INTEREST PAID	

CHECKS

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
01/04	5529*	820.00	01/21	5586	285.30
01/05	5580*	435.00	01/06	5587	4.40
01/06	5582*	23,600.08	01/14	5588	1,870.00
01/26	5583	1,103.67	01/12	5589	656.00
01/06	5584	936.47	01/14	5590	145.00
01/13	5585	400.00	01/18	5591	45.00

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

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/31	35113.36	01/11	20816.41	01/21	25534.11
01/03	36367.36	01/12	20564.41	01/24	28601.11
01/04	35675.36	01/13	20547.41	01/26	27932.44
01/05	38930.36	01/14	22337.41	01/27	28383.46
01/06	14389.41	01/18	25036.41	01/28	29143.46
01/07	16305.41	01/19	25154.41	01/31	29551.42
01/10	17083.41	01/20	25430.41		

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

EFF-DATE	RATE	EFF-DATE	RATE
12-31-21	0.00050000		

OSCEOLA POLICE DEPARTMENT ARREST
 JANUARY 2022

CHARGE	CURRENT MONTH	YEAR TO DATE
ACT 474 OPERATING MV W/O LIAB INS.1ST	0	0
ACT 474 OPERATING MV W/O LIAB INS.2ND	0	0
AGGRAVATED ASSAULT	1	1
AGGRAVATED ASSAULT FELONY	1	1
AGGRAVATED ASSULT ON POLICE OFFICER	1	1
AGGRAVATED RESIDENTIAL BURGLARY (F)	1	1
AGGRAVATED ROBBERY	0	0
ALIAS ONLY	9	9
ARSON	0	0
ASSAULT 1ST DEGREE(A)	0	0
ASSAULT 2ND DEGREE	0	0
ASSAULT 3RD DEGREE	0	0
ASSAULT 2ND ON FAMILY	0	0
ATEMPTED BURGLARY	0	0
BATTERY 1ST DEGREE	1	1
BATTERY 2ND DEGREE	0	0
BATTERY 3RD DEGREE	1	1
BREAKING & ENTERING FELONY	0	0
BURGLARY/BREAKING ENTER(F)	0	0
BURNING GARBAGE	0	0
BURNING IN CITY LIMITS	0	0
CARELESS/PROHIBITED DRIVING	0	0
CARRYING PROHIBITED WEAPON (A)	0	0
COMMUNICATING FALSE ALARM (A)	0	0
CONSP. TO COMM THEFT	0	0
CONTEMPT OF COURT	0	0
CONTEMPT OF COURT COMM. SERVICE	0	0
CONTEMPT OF COURT FINE	1	1
CONTEMPT OF COURT JAIL TIME	0	0
CONTEMPT OF COURT SUBPOENA	0	0
CONTEMPT OF COURT TIME PAY ORDER	12	12
CONTEMPT OF COURT-INTERLOCK	0	0
CONTRIBUTING TO DELINQUENCY O/A JUV	0	0
COUNTERFEITING/FORGERY	0	0
CRIM USE PROP / LAUDER CRIM PROCEEDS	0	0
CRIMINAL IMPERSONATION	1	1
CRIMINAL MISCHIEF 1ST	0	0
CRIMINAL MISCHIEF 2ND	3	3
CRIMINAL TRESPASS	0	0
CRUELTY TO ANIMALS(A)	0	0
CURFEW VIOLATION	0	0

DEFECTED EQUIPMENT	0	0
DIRECT CONTEMPT OF COURT	0	0
DISCHARGE FIREARM IN CITY LIMITS	0	0
DISORDERLY CONDUCT	1	1
DISORDERLY CONDUCT/FIGHTING	0	0
DISREGUARD TRAFFIC CONTROL DEVICE	0	0
DOG ORD VIOLATION	0	0
DOMESTIC BATTERY 1ND	0	0
DOMESTIC BATTERY 2ND	0	0
DOMESTIC BATTERY 3RD(D)	1	1
DOMESTIC BATTERY 3RD(A)	3	3
DOSDL-DURING DWI	0	0
DRIVING LEFT OF CENTER	1	1
DRIVING ON SUSPENDED/REVOKED LICENSE	11	11
DWI 1ST	2	2
DWI 2ND	0	0
DWI 3RD	1	1
DWI FELONY	0	0
DWI-DRUGS	0	0
ENDANGER WELFARE OF INCOMP. 2ND DEGREE	0	0
ENDANGER WELFARE OF MINOR 1ST	0	0
ENDANGER WELFARE OF MINOR 2ND	0	0
ENDANGERING WELFARE OF INCOMP 1ST DEGREE	0	0
ENG IN A CONT CR GANG, ORG OR ENTERPRISE	0	0
ENGAGING VIOLET GROUP ACTIVITY	0	0
ESCAPE 3RD DEGREE (A)	0	0
EXPIRED VEHICLE LIC	1	1
FAIL TO REGISTER / VEHICLE	0	0
FAILURE TO MAINTAIN CONTROL	0	0
FAILURE TO PAY RENT/VACATE	0	0
FAILURE TO SUBMIT PROOF OF INSURANCE	1	1
FAILURE TO SUBMIT TO ARREST	1	1
FAILURE TO TURN LIGHTS ON	1	1
FAILURE TO YIELD	0	0
FALSE IMPRISONMENT 2ND DEGREE(A)	0	0
FELON IN POSSESSION OF FIREARM	1	1
FICTITIOUS VEHICLE LIC/REG	1	1
FILING FALSE REPORT (A)	0	0
FIREARM ENHANCEMENT	0	0
FLEEING (FELONY)	0	0
FLEEING IN VEHICLE (A)	2	2
FLEEING IN VEHICLE (F)	0	0
FLEEING(C)	2	2
FOLLOWING TOO CLOSE	1	1
FRAUDULENT USE OF CREDIT CARD OVER \$100	0	0
FTA-ALL OTHER (NON CLASS A)	43	43
FTA-CLASS A	5	5

FTA-SEAT BELT	0	0
FURNISHING PROHIBITED ARTICLES	1	1
GENERAL INFORMATION	0	0
HARASSMENT (A)	1	1
HARRASSING COMMUNICATIONS	2	2
HINDERING APP. OR PROSECUTION (A)	0	0
HIT & RUN	0	0
HOLD FOR OTHER DEPARTMENT	16	16
IMPEDING TRAFFIC	0	0
IMPROPER DISPLAY OF LIC	0	0
IMPROPER LANE CHANGE	0	0
IMPROPER TURN	0	0
INATTENTIVE DRIVING	0	0
INTF W/EMEGENCY COMM	2	2
INTIMIDATING A WITNESS	0	0
INVESTIGATION	0	0
KIDNAPPING	0	0
LEAVING SCENE OF ACC/INJURY FELONY	0	0
LEAVING SCENE OF ACC/PROPERTY DAMAGE	1	1
LEAVING THE SCENE/PROPERTY DAMAGE	0	0
LITTERING	0	0
MINOR POSS OF INTOX LIQUOR	1	1
MOTOR VEHICLE THEFT/240	0	0
NATURAL DEATH	0	0
NO BRAKE LIGHTS	0	0
NO CHILD RESTRAINT	1	1
NO DRIVERS LICENSE	1	1
NO FINANCIAL IDENTITY FRAUD	0	0
NO LICENSE ILLUMINATION	0	0
NO LICENSE PLATES	0	0
NO SEAT BELT	0	0
NO TAIL LIGHT	0	0
NO TURN SIGNAL	0	0
OBSTRUCTION OF GOVERMENTAL OPERATIONS	1	1
ONE OR NO HEADLIGHTS	0	0
OPEN CONTAINER- IN VEHICLE	1	1
OPERATING ATV ON ROADWAY	0	0
PAROLE VIOLATION	0	0
PASSING STOPPED SCHOOL BUS	0	0
PERMITTING THE ABUSE OF MINOR	0	0
PETITION TO REVOKE	3	3
PIT BULL ORDINANCE	0	0
POSS CONTROLLED SUBSTANCE SCHED I,II ME	0	0
POSS DRUG /PHARARPHERNALIA-MISD	6	6
POSS DRUG PARA W/I MANUFACTURE	0	0
POSS OF CONT SUB W/O PRESCRIPTION	0	0
POSS OF CONTROLLED SUB W/INTENT TO DELIVER	0	0

POSS OF CONTROLLED SUB WITH PURP OF DEL	0	0
POSS OF CONTROLLED SUBSTANCE	1	1
POSS OF DEFACED FIREARM	0	0
POSS OF DRUG PHARPHERNALIA	0	0
POSS OF INSTRUMENTS OF CRIME	0	0
POSS OF NARCOTICS W/O PRESCRIPTION	0	0
POSSESSION OF MARIJUANA 1ST	5	5
PROBATION VIOLATION	0	0
PROVIDING MINOR W/ TOBACCO & CIG PAPER	0	0
PUBLIC INTOXICATION	5	5
RAPE	0	0
RECKLESS BURNING	0	0
RECKLESS DRIVING	1	1
REFUSAL TO SUBMIT TO CHEMICAL TEST	1	1
RESIDENTIAL/COMM. BURGLARY (F)	0	0
RESISTING ARREST (A)	1	1
RESISTING ARREST/PHYSICAL	0	0
ROBBERY	0	0
RUN STOP SIGN	2	2
RUNAWAY	0	0
RUNNING A GAMBLING HOUSE	0	0
SEX OFFENDER-FAIL TO REGISTER	1	1
SEXUAL ASSAULT 3RD	0	0
SEXUAL ASSLT 2ND	0	0
SEXUAL INDENCENCY WITH A CHILD FELONY	0	0
SIMULTANEOUS POSS DRUGS & FIREARMS	0	0
SPEEDING	0	0
STALKING	0	0
TAMPERING W/ PHYSICAL EVIDENCE	1	1
TERRORISTIC ACT	0	0
TERRORISTIC THREATNING-FELONY	0	0
TERRORISTIC THREATS	1	1
THEFT / ALL OTHER LARC	1	1
THEFT BY RECEIVING	0	0
THEFT OF FIREARM	0	0
THEFT OF SERVICES	0	0
THEFT/FROM MOTOR VEHIKLE(A)	0	0
THEFT/RECV, BUYING, ETC(A)	0	0
THEFT/SHOPLIFITNG (A)	2	2
THEFT-FELONY	0	0
TRAFFICKING A CONTROLLED SUBSTANCE	0	0
UNAUTHORIZED USE OF A VEHICLE	0	0
UNKNOWINGLY FURN INT LIQ TO MINOR	0	0
UNSAFE MOTOR VEHICLE	0	0
UNUSUAL OCCURRENCES	0	0
VICIOUS DOG	0	0
VIOLATION ARKANSAS HOT CHECK LAW	0	0

VIOLATION OF NO CONTACT ORDER	1	1
VIOLATION OF PROTECTION ORDER	0	0
VIOLATION OF ZONING REGULATION	0	0
VIOLATIONS OF CONDITIONS	0	0
WRONG WAY ONE WAY	0	0
TOTAL	171	171

Osceola Police Department Training Report
January 2022

Training Course	Number of People	Training Hours	Total Hours
ACIC Basic Certification	4	2	6
Crime Scene First Responder for the uniformed	1	2	2
CIJS Security Training	2	2	4
Axon Academy Taser Training	28	4	112
TOTAL HOURS			124

OSCEOLA FIRE DEPARTMENT MONTHLY FIRE REPORT 2022

The Osceola Fire Department responded to (34) alarms in the month of January
The runs are as follows:

	MONTH	YTD
Structure Fire	4	4
Vehicle Fires	2	2
Brush/Grass Fires	0	0
Trash Fires	0	0
Lift Assist	6	6
Electrical Equipment	1	1
MVA assist	0	0
Mutual Aid	0	0
Rescue/Extrication	0	0
Smoke Scare	4	4
Spill/Leaks	1	1
Flammable Gas	2	2
Alarm Malfunction	3	3
Fire Alarm	2	2
Unintentional False Alarm	1	1
Confined Space Standby	7	7
Good Intent Call	1	1
TOTALS	34	34

Total dollar loss estimated from Structure Fires in month of January
\$35,000.00

Script cost in class time	\$230.00
Script cost in alarms	\$195.00
Total Script Cost	\$425.00
Injuries	0
Deaths	0

Respectfully submitted,



Peter Hill Chief
Osceola Fire Dept.

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

1. Installed 12 poles and Removed 5 poles.
2. Installed 2 transformers and Removed 2 transformers.
3. Installed 6 Services, Removed 3 and Repaired 11.
4. Installed 22 St. Lights, Removed 18 and Repaired 42.
5. Worked on line maintenance through the system.
6. Line Locates reported 29.
7. Cut Trees from power lines.
8. Read meters in order to keep meter cycle current.
9. Installed 5000 ft. #2 ACSR to upgrade primary for Consolidated Grain.
10. Worked cut off lists for none payment of electric bills.

Meter Service Orders For The Month Of JANUARY 2022:

1. Connects	33
2. Disconnects	45
3. Meter Changes	16
4. Occupant Changes	30
5. Re-instates	87
6. Service Changes	04
7. Misc.	08
8. Meter Info	01
9. Re-Reads	23
10. <u>Check For Leaks</u>	<u>27</u>
11. TOTAL ORDERS	274

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

Water Taps	0
Water Leaks	14
Fire Hydrants Repaired/Replaced	0
First Time Water Meters	0
Water Meters Replaced	19
Water Lines Installed	0
Pumps Repaired	0
Sewer Taps	0
Manholes Repaired	0
Sewer Lines Repaired	2
Sewers Unstopped	32
Sewer Lines Installed	0

Tim Jones, Superintendent
Water & Wastewater Distribution

iWorkQ



CODE ENFORCEMENT, BUILDING INSPECTION, and HOUSING REPORT

Cody Shreve

2/21/2020

Report: Code Enforcement & Building Inspection

Code Enforcement

Code Enforcement field team is continuing to use the grass cutting offseason to clear city owned easements, ditches, and city owned properties.

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

Code Enforcement department reported (41) codes issues and violations. We have submitted (3) letters to property owners of dilapidated and abandon houses. At the January meeting these three properties were presented to the council and were considered by the city council to be condemned. All three resolutions to condemn were passed.

- a. 312 Myron Kelly Dr., Osceola, AR 72370
- b. 415 West bard, Osceola, AR 72370
- c. 100 E Watson, Osceola, AR 72370

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

Building Inspection

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

Codes and Inspection information is located on the iWorQ system.

Housing

Employees met with USDA partner to look at the Section 523 Mutual Self-Help Housing program. The team will meet with the USDA partner in early February for next steps. More information to come in near future.

Broadband

The team met with an ISP provider to expand their current broadband offering to Osceola. Discussions are ongoing.

Osceola Street & Sanitation Departmental Report for 2022

City Council Meeting: 2-21-2022

From: Steve Choals

Subject: Daily Operations

January Updates:

Street & Sanitation Department Update

January 3rd started the month off. The Sanitation Dept. picked up 39.67 tons of New Year's garbage. Also on the 3rd an ice storm covered the city. Over 7 tons of road salt was used on ramps, stop signs and numerous streets in the city. An additional 4 tons of road salt was used on the January 16th storm.

Pothole repair is still a major project and a high priority. The pothole repair crew is back full time addressing the pothole problem. Also, during the month our commercial garbage truck was not running due to mechanical issues. This caused delays in garbage collection but once repairs were complete the truck was back on schedule.

Near the end of the month the OSD started repairs on the storm ditch east of the railroad track and north of O.T. Williams Drive. Due to weather issues the project will be completed the week of 2-7-22. An additional 4 storm ditches will also be addressed this winter.

Mosquito & Bird Control

There were no complaints for the month of January.

Thank You,
Steve Choals

Osceola Street, Sanitation, MRF, & Mosquito Control Departments

2022 Osceola City Committees-meeting Schedule

revised Jan 12, 2022

Police and Fire:

2nd Wednesday of month, 3:00

Stan Williams, Greg Baker, Sandra Brand, Sally Wilson, David Burnett

OPAR, GOLF & Animal Control:

2nd Wednesday of month, 4:00

Sandra Brand, Gary Cooper, Stan Williams, Sally Wilson, Andre Harris, Sara Creecy, Rebecca Beall, David Tucker

Code Enforcement & Housing:

2nd Thursday of month, 1:15

Greg Baker, Linda Watson, Tyler Dunegan, Sally Wilson, David Burnett

Finance & Utilities:

2nd Thursday of month, 4:00

Linda Watson, Greg Baker, Tyler Dunegan, Sally Wilson, Melissa Harrison

Street, Sanitation & Ditches:

2nd Friday of month, 9:00

Gary Cooper, Tyler Dunegan, Linda Watson, Sally Wilson, Billy Wilbanks, Sandra Collins

Citywide Service Team

(Improvement Task Force) &

Downtown Development:

2nd and 4th Friday of month, 10:00

Sally Wilson, Stan Williams, Shawn Chafin, Chamber Director, Main Street Director, Ralph Wilson, Cindy Leonard, Laraine McClendon, Denise Hester, Joe Harris

Music Heritage and Tourism:

2nd Wednesday, 11:00 @ Chamber

Chamber Director, Sally Wilson, Sandra Brand, Gary Cooper, Main Street Director, Robert Zenanko, Bret Sparks, Cyndi Detty

PUBLIC MEETING RULES: Meetings where two or more elected officials attend fall under requirements of city council-type public meetings. Stacey Travis faxes the proper public notice to the press. Any city meeting where two or more elected officials are in attendance must be recorded. The staff for each department is asked to attend the meeting of their department to make a report and answer questions from council members and/or the public.

Police/Fire Open Meeting – Feb 9, 3:00 at Osceola City Hall

- **Osceola Police Department – Jerry Hamilton**

- 1) Ordinance 2010-876 REGULATING DISCHARGE OF FIREARMS, AIR GUNS, PELLET GUNS, AND SIMILAR WEAPONS...; PROVIDING PENALTIES; Judge Dean & Police dept enforcing
- 2) **Criminal Nuisance Abatement**; AR Statute §14-54-1701. City Attorney Burnett & Judge Dean will enforce eviction, seizure & fines. PowerPoint information from Cory Seats.
- 3) Employees; 23 officers right now but reports 3 new officers starting Feb. 28th. Seven advancements coming next week (\$17,500 extra in salaries covered in new budget).
- 4) Remember; Prayer meeting every Friday morning at 7:00
- 5) **Ralph Wilson** reported on the Record Sealing clinic on Jan. 15. Over 100 helped. 33 felony convictions sealed. About 15 misdemeanor issues sealed
- 6) OPD seeking accreditation from AR Council of Police Chiefs – get evidence room up to standard. Audit all three vaults from 1996.
- 7) Due to supply chain problems, new vehicles are not available for purchase right now
- 8) Edwards vs D Dunkin suit filed & scheduled for next year. Depositions will be taken.

- **Osceola Fire Department – Peter Hill**

- 1) Peter Hill reported that the ISO Rating improved to “2” – one of the best in the state. **Billie Ann Heugel** shared about savings in insurance premium for Gary’s Pizza. Emergency reporting up & running c/w GPS locate on all hydrants, central dispatch with MCSD
- 2) Assistant to Firefighters’ \$155,400 Grant being finalized. Grant would replace all SCBA (self-contained breathing apparatus) units. Needs a 5% match.
- 3) Seeking a infrastructure grant & USDA Rural Development to help fund 2,500 gal. tanker-pumper truck. Can trade in and sell the 1986 truck and 1990 truck. Cody Shreve will help find funding
- 4) Short 3 firemen and two volunteers. Partnering with ANC; recruit ANC Construction, HVAC & EMT students for OFD. Jane has details.

On Friday, Feb. 18th, Fire Dept cooks & OPD delivers lunch for medical professionals & staff

- **Jessica and Charles from Pafford**

- 1) 915 runs in Mississippi County in December
- 2) New station in the old Rent one building will be ready in about six weeks
- 3) They are staffed with two trucks. Trying to hire 3 more paramedics & 4 EMTs
- 4) 1st Responder training with US Steel
- 5) AWIN radio for talk across the state (\$230K new ambulances)
- 6) Offer ambulance/helicopter membership for \$60/year

Meeting Notes from OPAR/Golf/Animal Control, Feb 9, 2022, 4:00 @ City Hall

Dylan Bowles, Golf Course reported

- 1) Golf carts; a) old 2008 models each need \$1,000 in repairs, b) if order new ones now – deliver in Feb. 2023
- 2) Greens are still covered until after all last freeze temps
- 3) Bring one employee back on payroll on March 1. Add second employee for Proshop about April 1. Need two summer kids to water greens daily and weed eating.
- 4) Ladd's equipment. Use old. New lease on mew equipment
- 5) Wait on appraisal of old walk-behind aerator & Fairway mower. Trade-in for a new pull-behind blower for about \$8,000
- 6) Rivercrest golf team will pay \$2,500 for use of course for the season
- 7) Sponsorship drive being planned.
- 8) Set up revenue line items: membership (\$65/month), greens fees, cart/shed rental, proshop sales
- 9) Preorder first shipment of new chemicals – pay in six installments
- 10) Osceola Golf Course Schedule '22 (see schedule from last month's committee meeting)
- 11) Golfers' committee will start meeting in March
- 12) New steel bridge by #9 Tee box, 12' wide X 16' long, donated. Will paint white when weather warms
- 13) Still cutting trees. Forestry mulcher is needed, would be faster & not leave drag ruts like a truck does.

Paula Edwards, Animal Shelter reported

- 1) Moreland White volunteered to transport 16 dogs and 6 cats for adoption at shelter up north.
- 2) Working on getting new truck
- 3) New worker begins on March 1. Might have found parttime worker
- 4) Facility: waiting on contractor to build covers over pens. Doors have been changed out
- 5) Meeting attendees; Ann Travis with Robi Hill ask to adopt two dogs

Michael Ephlin, OPAR reported

- 1) Basketball season ends about Feb. 17th. Making up games canceled because of weather. 6th Grade team is great
- 2) Spring sports registration sheets have gone out. Deadline to register is about March 4th. Season begins April 15
 - a. Seeking Spring sports' sponsors again this year. Same sponsors' list as last year with \$500 sponsors
 - b. Use old All-stars scheduling tradition followed by Cal Ripkin season.
 - c. Attendee Becca Beall asked about allowing to play in both leagues – Michael said "yes"
- 3) Wait on estimate to repair the pull away from the corner wall in the big gym.
- 4) Working on collecting the leaves in Florida Park and the dog park after leaves dry out some
- 5) Staff being trained on programming the new Dickie Kennemore sign
- 6) Hill's is still working on the San Souci Jim Brown signs. Ceremony?
- 7) Belcher Park sign is getting a new wrap. Help from Ms. Roseland McClendon and Daneen Belcher with a new photo and wording for the sign.
- 8) Begin process again to apply for Outdoor Parks grant for tennis courts
- 9) Scout Hut demolition completed. Street department hauled in dirt to fill in "basement hole"
- 10) NEA Girl Scout representative will hold meeting at center to register leaders and girls to join
- 11) Staffing is full except need summer workers – two for splash pad and one for striping of ball fields
- 12) Waiting on new mower from overseas

Code Enforcement meeting

Thursday, February 10, 2022

1:15 pm

City Hall

Cody Shreve and Ed Richardson reporting

- 1) Cody & City Attorney David Burnett filed 13 liens from Dec. council meeting
- 2) At January 17th council meeting passed Resolutions to demolish the following properties. Certified letters mailed to owner that they have 30 days to remove the structure or post letter to the front door if the letter comes back undelivered
 - a) 312 Myron Kelly
 - b) 415 W Bard
 - c) 100 E Watson
- 3) If city demolishes, the following steps will be used;
 - a) Get samples from suspicious places on the property and send off for asbestos testing.
 - b) Wait for the all clear on the asbestos samples and permission to demolish
 - c) Prepare and mail a NOI, notice of intent to Arkansas DEQ
 - d) Schedule Steve's crew to replace backhoe tires with foam filled tires. Then push the structure over, load onto truck and haul to land fill at costs of about \$4,200 each.
 - e) Luther's crew will tidy up the grounds after the teardown
 - f) Present Resolution to Council to assess lien against the property owner for the cost of the tear down.
 - g) Evaluate how well the process worked.
- 4) USDA Home Assistance 523 program will be presented at the February council meeting. Ms. **Delois Hill** offered to help identify residents to participate.
- 5) Code Enforcement issued 41 property violations for violations; inoperable cars, abandoned homes, old tires in yards. Another 40+ issued next week.
- 6) Property owner at 108 Parkway has submitted a plan of action for repairs
- 7) Old Nursing Home. Property is secured. Grounds cleared. Owners notified to upgrade property. Due to steel beams and amount of concrete in the building, the estimated demolition could cost about \$100,000.
- 8) Working with four subdivision developers utilizing "Work Here, Live Here"
- 9) Improved broadband/high-speed transmission such as fiber optics or Wireless Local Area Networks (WLANs) to increase minimum speeds from 25/3 to 100/25. AT & T may offer partnership with Osceola for Rural Connect grant application.

Utility/Finance meeting

Thursday, February 10, 2022

4:00 pm

City Hall

Brandon Haynes reporting

1. Telemetry upgrade completed. Their Tech team will train our staff
2. Future water plant planning: McClelland engineer drew the attached water plant build-out. The costs will be about \$7 million to upgrade for additional 3 million gallons per day, see McClelland Engineering drawing. Need to acquire the Love's house plus the Harshman-owned building located next to the current water plant
3. Sewer line extension along Highway 61 South to BRS. \$3.1 million project funded by \$2.8 million EDA grant. Requested funding for the remaining 20% from DRA – awaiting word
4. Sewer lift station upgrade forced main to the lagoons. The three pumps were installed in the 1950's. McClelland's will map up & number the upgrade. And look for Infrastructure grant funding.

Philip Adcock reporting

1. A fourth residential solar system is being installed. Net metering.
2. North substation – for about 6 months, the voltage not staying regulated. Entergy is working on repair. Took some load off of the industrial sub.
3. Viskase to Grider to station. Backup is out of West Substation. Load out of industrial sub.
4. AG back ended – dead blade switches replaced. Off line for a week during AG's two week Christmas break.

New Smart meter/AMI system water and electric meters

1. AMI water meters are in and installation should begin in about 12 weeks
2. 230 water meters are already in our system.
3. 85 electric meters are already in our system (50 at Pine Cottages)
4. 720 electric meters should arrive in August
5. Aclara sent the "foreign manufacture" form to complete for ARPA requirement
6. The new water & electric meter system expense is \$550 per residency. Ms. Delois Hill expressed appreciation for using ARPA funds and not charging the residents.

New housing subdivision

1. Electric – five houses to a one transformer, if all electric. Can get transformers without taps. 25 kV pole to 50 kV pole.
2. Water – currently, water plant capacity is 3.25 million gallons of process water per day. Plenty of excess capacity for Big River expansion plus 300 new residential.
3. Sewer – Earl Quinn station has a deep lift station on its line. There is an unused pump station behind DENSO

Report – Street & Sanitation meeting on Fri., Feb 11, 2022

9:00 - 10:00 City Hall

Staff present: Steve Choals and Cody Shreve. Ed Richardson on vacation

- ✓ Forestry mulcher with bulldozer blade could clear narrow ditches, shred cut trees and save about \$25,000 landfill tipping fees. About \$112k with 35% RD grant.
- ✓ Projects completed; Airport sign dirt work, Scott Sheet Metal project – replaced & lowered storm pipe about 8”, Parkway drain pipe repair, Violet Cemetery edging, cleaned Greenbriar ditch
- ✓ Starting next week; Drainage District project and storm pipe at golf course area; Scheduled for January. City buying about \$2,600 in new pipe to County Rd 732 ditch. DD level out along Country Club Rd (Riverlawn Circle going to south then turn to east). City will level out ruts left on golf course property. Walk through with Dylan Bowles.
- ✓ In late Feb: Blow out ditch beside Wilson Funeral Home, OT Williams ditch V-cut & blow out storm boxes,
- ✓ ADOT will clear and level full length of Keiser Street ditch
- ✓ Residents **James Howell** ask about BNSF’s ditch. Steve reported that the new roadmaster will clear railroad ditch from N. Pearl to OT Williams in early 2022. Plus Keiser St, south to Hwy 135 – behind JW Hall office. Ditch was narrowed when BNSF widened their track, going to 45 mph
- ✓ Cottonwood Corner – level gravel road next month
- ✓ Unit 31 garbage truck – breaks may be slipping. Take to shop for inspection
- ✓ Foam tires for backhoe ordered. \$3,500/set. Protect against flats with demolition
- ✓ Ditch clearing – Marjorie, Sonic, Cherry; 2/3 completed but need forestry mulcher
- ✓ **Delois Hale** asked about pavement break in street next to Pleasant Grove church. Also about same on Lee Street. Steve reports that the holes need to settle then they will be covered with that next load of concrete mix
- ✓ Two dumpsters to Oakgrove Apartments removed
- ✓ Three Veterans Parking signs, 12” X 18”. Order has been placed to GNC signs
- ✓ Awarded \$300k Streetscape grant to finish along Johnson plus street light actuated
- ✓ Dumpster price up to \$1,500 from \$1,100. Consider switching to 4 yd size for \$1K
- ✓ Home Oil/Jacksonville Farms ditch needs mopped out to allow better drainage. City can use V-plow. Billy W. contact farmer.
- ✓ New sidewalk around playground in front of Sr Citizen/Rosenwald; \$11,000 grant awarded. 27 yds-concrete (about \$4,200) & \$6,000 forms. Run competitive bid ad.
- ✓ Street overlay projects – we have 26 miles of city streets. Steve & Louis collecting information for engineering concordance matrix. 2022 Budget is \$200,000. Ask council to apply for CDBG. 80 sq. ft of asphalt with 2” thickness is \$138
- ✓ Stormwater culvert @ E. Washington & Carthon, Waiting on concrete availability.
- ✓ Pipe at golf course needs painting via drainage district
- ✓ USDA RD grant request to fund 35% of \$145K; forestry mulcher (\$112K), and smaller equipment – 3 zero turns, 5 string trimmers, 5 brush attachments, 2 gas leaf blowers, 2 sidewalk blade edgers
- ✓ Cold patching of potholes continues
- ✓ Riverlawn Circle street will cost \$200,000 to tear out & replace correctly

MISSISSIPPI COUNTY HISTORICAL & GENEALOGICAL SOCIETY
P. O. Box 483, Osceola, AR 72370
870-563-6161

Greetings from MCHGS!

As we start this new year we would like to update you on activities at the museum. Because of COVID restrictions and especially for the safety of our volunteers that work at the museum, we have been closed again this past year on a daily basis. However, there is a notice posted on the door with a phone number to call for people who are interested in a private showing/tour. Several individuals and groups have taken advantage of this and have visited the museum.

Even though we have been closed, we have had several large expenditures. The roof over the museum and the research building were replaced at a cost of \$26,000. The rotting back doors have been replaced at a cost of \$2,600. The city graciously allotted us \$5,000 for the utility costs. In addition to these expenses, we also have recurring costs of insurance, security system, pest control, phone and internet on a monthly or annual basis.

During the closure Sandra Carpenter has used the time to organize, rearrange some displays, and generally to clean up—things sometimes hard to do when we are open. She has continued to keep the window displays up to date. Thanks Sandra.

We hope to begin opening again soon and having regular meetings. Please consider renewing your membership. Annual membership is \$60 for a family and \$35 single. All memberships (as well as any other donations) are tax exempt; the museum is a 501C3 corporation. We are also in need of volunteers when we open. Please consider spending a few hours helping share our history.

We have included lifetime members in this mailing to inform you of what is happening at the museum.

Thank you so much for your support of Mississippi County Historical & Genealogical Society!

Improvement Task Force	Owners	Priority	Feb 10th, 2022	Citywide Service Plan
		(L/M/H)	(Where the project is currently)	(What is needed to finish or what has caused work stoppage)
Code Enforcement			meets the Thursday prior to Council meeting at 1:15	Staff: Luther, Cody. Council: G Baker, L Watson, T Dunegan
Downtown Building/development	Cindy	H	Baratelli properties, Farah, Other	Electric repaired on old Times building. A couple of downtown break-ins.
Ordinance to Condemn	Cody	H	Council has passed. In effect now	Passed; 3 houses on schedule for demolition. 66 properties on radar
Liens on properties for mowing	Cody	H	Resolutions approved by council on Nov 15	City Attorney David Burnett filing process
New housing subdivision	Cody/Ray	H	new industrial employee incentive "Work Here, Live Here"	Monday meeting review
New housing infill	Cody/Ray		USDA or ADFA	
Homeowner repairs	Cody		USDA or ADFA	
Boarded up windows	Cody	M	Collecting a list of retail violations - list made	Letter dumps coming end of Jan and end of Feb
Nursing Home	Cody	H	406 S. Broadway	
Interstate Mobil Station	Cody			
Louis George excessive cars	Cody	H	discussed	
Food Giant	Cody	M	1 year of boarded up windows/doors	Letter submitted to get information - February
Public Works			meets second Fridays at 9:00	Staff: Steve, Ed. Council: G Cooper, T Dunegan, L Watson
Mowing, Cleanup,Leaves	Steve		Only of publicly owned properties	Lots of leaves.
Community Clean up	Steve/Ed		last Saturdays in April and September 9:30-12:30	went well. Picked up 9 tons. Likely 3 tons collected by "scavengers".
Ditches	Steve		city, Drainage district and ADOT. Need lforestry mulcher	MCE survey of ditch at golf course. Replacing doors/pipes. 3 projects to clean Keiser street.
Dept of Correction residents	Ray		Help with public properties when their staffing allows	no progress
Parks/Recreation & Animal			meets second Wednesdays at 4:00	Staff: Michael, Dylan, Jane. Council: S Brand, G Cooper, S Williams
Tennis Courts	Ray		Outdoor parks grant	Failed. Renewing application.
Senior Citizens Center	Ray		Jimbo bid \$10,200; accepted.	Identify Rosenwald class of '51 sidewalk. Extension given to February to use city workers. Jimbo quote.
Rosenwald	Ray		Kitchen grant	Awaiting Fox bid; equipment in storage at Rosenwald
Rosenwald	MsMcClend		Historical marker	look for grant. Also grant for first county courthouse; rebel club, radio station, 1st courthouse
Tree City USA	Ray		BRS Environmental desires	budget for tree care in city \$2/resident, a city ordinance, Arbor Day declaration event.
San Souci Park	Harshman		Harshman State Park Progress	Confer with Ed Harshman. No news.
Utilities & Finance			meets second Thursdays at 4:00	Staff: Phillip, Timmy, Brandon. Council: L Watson, G Baker, T Dunegan
Water and electric meters	Sally		new AMI system/Smart meters	Progress of electric and water meters
Small Business electrical audit	Sally		Negative cost adjustment proposed for all small commercial	Needs to be lowered.
Airport/riverport				
Airport Road Sign	Shawn		Money has been allocated. \$4,800	126 Cubic yards of soil deposited.
Airport progress	Ray		New Grant authorized. McClellan visit.	Resurface apron. expand 3,800-foot runway to 5,000 feet
Riverport	Ray			
Police and Fire			meets second Wednesday at 3:00	Staff: Jerry, Peter. Guest: Pafford. Council: S Williams, G Baker, S Brand
Criminal Nuisance Abatement Board			Police	
SkyCops	Police		4 more SkyCops ordered	6 more
Fire ISO rating	Fire		rating improved from 3 to 2	begins May 1. Savings on insurance premiums
Music Heritage Tourism			meets second Wednesday of each month, 11:00	at Chamber
Chamber/tourism Report	Megan	M	on going, Our Town Grant, letter of intent on July 1	Meets monthly on the second Wednesdays at Chamber 11am. December 8. Delta tour bus
TAP/RTP Grant	Sally		Part of Music Heritage Tourism Initiative	Zoom next Thursday at 9:30am
Main Street Murals	Kristi		Mural at stage pocket park	In progress
Community Development				
Renew Osceola CDC	Ralph	H	Tax exempt status received in March 2021	
Osceola.Org website	Ray/Cody			
Non Profit OCBA				
Yard of the Month	Cindy/Ray		restart in Spring	Move to year round at next OCBA meeting
Quality of Life				
New Hotel	Sally			
Transportation Infrastructure	Sally		federal grants	
Fiber Install	Cody		not yet	AT&T inquired and Ritter installing cables.

ANIMAL CONTROL REPORT
JANUARY 2022

MONTH	
YTD	
DOGS 7	7
CATS 2	2
OTHER 0	0
TOTAL 9	9
COMPLAINTS 16	16
CITATIONS 0	0
VERBAL WARNINGS 5	5
WRITTEN WARNINGS 1	1
DOG/CAT BITES 0	0

SUBMITTED BY PAULA EDWARDS WITH OSCEOLA ANIMAL SHELTER

January 2022	Current Month			Year to Date			Annual	Elapsed
	Budget	Actual	Var (+) (-)	Budget	Actual	Var (+) (-)	Budget	8%
Revenue:								
01 - Osceola Light & Power	1,444,049	1,135,927	(308,122)	1,444,049	1,135,927	(308,122)	17,328,588	7%
02 - City General Fund	396,569	381,761	(14,808)	396,569	381,761	(14,808)	4,758,833	8%
03 - Street Fund	45,837	50,689	4,852	45,837	50,689	4,852	550,040	9%
04 - Sanitation Fund	79,838	78,885	(953)	79,838	78,885	(953)	958,050	8%
Total Funds	1,966,293	1,647,262	(319,030)	1,966,293	1,647,262	(319,030)	23,595,511	7%
Operating Expense:								
01 - Osceola Light & Power	1,238,524	1,433,593	(195,069)	1,238,524	1,433,593	(195,069)	14,862,285	10%
02 - City General Fund	533,509	540,237	(6,728)	630,214	540,237	89,977	6,402,107	8%
03 - Street Fund	96,879	71,617	25,262	96,879	71,617	25,262	1,162,550	6%
04 - Sanitation Fund	90,133	72,444	17,689	90,133	72,444	17,689	1,081,600	7%
Total Funds	1,959,045	2,117,891	(158,846)	2,055,750	2,117,891	(62,141)	23,508,542	9%
Impact to Surplus:								
01 - Osceola Light & Power	205,525	(297,666)	503,191	205,525	(297,666)	(503,191)	2,466,303	-12%
02 - City General Fund	(136,940)	(158,476)	21,536	(233,644)	(158,476)	75,168	(1,643,274)	10%
03 - Street Fund	(51,043)	(20,928)	(30,115)	(51,043)	(20,928)	30,115	(612,510)	3%
04 - Sanitation Fund	(10,296)	6,441	(16,737)	(10,296)	6,441	16,737	(123,550)	-5%
Total Funds	7,247	(470,629)	477,876	(89,457)	(470,629)	(381,171)	86,969	

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-102	FNBEA-OMLP SAVINGS (4591)	1,126,774.20
01-104	MISC CASH ACCOUNTS	3,753.78
01-105	REGIONS-OMLP GENERAL (0093)	68,388.67
01-106	FNBEA-OMLP GENERAL (9937)	4,602.53
01-107	CASHIER'S FUND	1,500.00
01-108	REGIONS-OMLP PAYROLL (5913)	810.39
01-110	ACCOUNTS RECEIVABLE	2,606,505.20
01-111	RETURNED CHECKS	(25.00)
01-113	AMP ACCOUNTS RECEIVABLE	339.85
01-114	PREPAID INSURANCE	7,648.00
01-115	BANCORP-OMLP GENERAL (0473)	177,063.52
01-116	BANCORP-OMLP PAYROLL (9969)	6,844.55
01-122	INVENTORY - MATERIAL & SUPPLIE	843,389.33
01-124	A/R - UNBILLED	720,289.02
01-130	DUE TO/FROM OTHER FUNDS	3,399,783.30
01-142	2018 BOND FUND	420,043.80
01-143	2018 BOND PROJECT FUND	1,427,852.67
01-148	2015 BOND FUND	69.09
01-149	2015 BOND PROJECT FUND	78,278.00
01-156	2007 BOND FUND	191,916.74
01-181	ELECTRIC POWER PLANT	24,299,790.90
01-182	ISES PLANT	5,848,880.87
01-183	WATER PLANT	9,081,122.33
01-184	RES FOR DEPR ELECT & WATER PLA	(29,541,776.85)
01-185	TOOLS AND EQUIPMENT	383,907.66
01-186	NEW SEWER SYSTEMS	9,858,227.51
01-187	NEW SEWER CONST CROMPTON	438,266.61
01-188	LAND PLANT SITE	203,970.50
01-189	AUTO & TRUCKS	2,378,325.51
01-190	RES FOR DEPR AUTO & TRUCKS	(2,084,682.49)
01-191	FURNITURE & FIXTURES	662,365.07
01-192	RES FOR DEPR F&F, TOOLS/EQUIP	(846,569.82)
		<u>31,767,655.44</u>

TOTAL ASSETS

31,767,655.44

LIABILITIES

=====		
01-201	ACCOUNTS PAYABLE	143,144.81
01-202	FEDERAL W/H PAYABLE	6,071.93
01-203	SOC SECURITY W/H PAYABLE	5,069.23
01-204	ARKANSAS W/H PAYABLE	2,678.19
01-205	GENERAL PENSION W/H	2,129.30
01-207	GROUP INSURANCE W/H	(15,432.29)
01-208	UNIFORM W/H	(36.00)
01-210	PURCHASE POWER PAYABLE	780,237.56
01-213	UNEMPLOYMENT TAXES PAYABLE	(3,452.61)
01-214	GARNISHMENTS PAYABLE	(354.69)
01-215	UNAPPLIED CREDITS	26,676.14

01 -OSCEOLA LIGHT & POWER

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-216	REFUNDS PAYABLE	1,974.44
01-230	CUSTOMER DEPOSITS REFUNDABLE	325,779.35
01-232	COMPENSATED ABSENCES	34,477.31
01-236	ACCRUED WAGES	80,866.84
01-240	ACCRUED SALES TAX	96,481.64
01-241	ACCRUED INTEREST PAYABLE	84,975.15
01-250	NOTE PAYABLE BCS-EQUIPMENT	56,621.49
01-261	2007 BOND PAYABLE	1,829,023.00
01-272	2014 BOND PAYABLE	14,797.68
01-276	2018 BOND PAYABLE	<u>3,355,581.00</u>
	TOTAL LIABILITIES	<u>6,827,309.47</u>
 EQUITY		
=====		
01-290	RETAINED EARNINGS	<u>23,421,252.90</u>
	TOTAL BEGINNING EQUITY	23,421,252.90
 TOTAL REVENUE		
		1,135,927.14
 TOTAL EXPENSES		
		<u>1,433,595.00</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(297,667.86)
	(WILL CLOSE TO FUND BAL.)	1,816,760.93
 TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>24,940,345.97</u>
 TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		31,767,655.44
		=====

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

01 -OSCEOLA LIGHT & POWER
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ELECTRIC DEPT	15,281,500.00	1,136,216.25	1,136,216.25	7.44	14,145,283.75
WATER DEPT	1,295,738.00	9,682.16	9,682.16	0.75	1,286,055.84
SEWER DEPT	835,000.00	(10,053.21)	(10,053.21)	1.20-	845,053.21
ADMINISTRATION	166,350.00	81.94	81.94	0.05	166,268.06
TOTAL REVENUES	17,578,588.00	1,135,927.14	1,135,927.14	6.46	16,442,660.86
=====					
<u>EXPENDITURE SUMMARY</u>					
ELECTRIC DEPT	12,456,200.00	1,207,682.60	1,207,682.60	9.70	11,248,517.40
WATER DEPT	981,902.00	76,703.62	76,703.62	7.81	905,198.38
SEWER DEPT	648,156.00	60,001.84	60,001.84	9.26	588,154.16
ADMINISTRATION	1,146,250.00	89,206.94	89,206.94	7.78	1,057,043.06
TOTAL EXPENDITURES	15,232,508.00	1,433,595.00	1,433,595.00	9.41	13,798,913.00
=====					
REVENUES OVER/(UNDER) EXPENDITURES	2,346,080.00	(297,667.86)	(297,667.86)		2,643,747.86

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

01 -OSCEOLA LIGHT & POWER

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ELECTRIC DEPT</u>					
01-4-12-300 SALES	15,100,000.00	1,114,625.08	1,114,625.08	7.38	13,985,374.92
01-4-12-302 FREE SERVICES	0.00	7,317.06	7,317.06	0.00 (	7,317.06)
01-4-12-303 LATE PENALTY FEES	116,000.00	9,950.07	9,950.07	8.58	106,049.93
01-4-12-304 RECONNECTION FEES	40,000.00	2,775.00	2,775.00	6.94	37,225.00
01-4-12-305 POLE RENTAL	6,000.00	0.00	0.00	0.00	6,000.00
01-4-12-306 CREDIT CARD FEES	12,000.00	1,424.04	1,424.04	11.87	10,575.96
01-4-12-395 MISCELLANEOUS FEES	7,500.00	125.00	125.00	1.67	7,375.00
TOTAL ELECTRIC DEPT	15,281,500.00	1,136,216.25	1,136,216.25	7.44	14,145,283.75
<u>WATER DEPT</u>					
01-4-13-300 SALES	1,265,738.00	8,344.82	8,344.82	0.66	1,257,393.18
01-4-13-302 FREE SERVICES	0.00	215.89	215.89	0.00 (	215.89)
01-4-13-303 LATE PENALTY FEES	25,000.00	1,033.95	1,033.95	4.14	23,966.05
01-4-13-310 SERVICE FEES	5,000.00	87.50	87.50	1.75	4,912.50
TOTAL WATER DEPT	1,295,738.00	9,682.16	9,682.16	0.75	1,286,055.84
<u>SEWER DEPT</u>					
01-4-14-300 SALES	835,000.00	(10,053.21)	(10,053.21)	1.20-	845,053.21
TOTAL SEWER DEPT	835,000.00	(10,053.21)	(10,053.21)	1.20-	845,053.21
<u>ADMINISTRATION</u>					
01-4-15-304 AMP	0.00	3.28	3.28	0.00 (	3.28)
01-4-15-341 ELECTRIC PERMITS	1,200.00	7.00	7.00	0.58	1,193.00
01-4-15-342 PLUMBING PERMITS	150.00	0.00	0.00	0.00	150.00
01-4-15-390 INTEREST INCOME	15,000.00	71.66	71.66	0.48	14,928.34
01-4-15-395 MISCELLANEOUS	150,000.00	0.00	0.00	0.00	150,000.00
TOTAL ADMINISTRATION	166,350.00	81.94	81.94	0.05	166,268.06
<hr/>					
TOTAL REVENUES	17,578,588.00	1,135,927.14	1,135,927.14	6.46	16,442,660.86
	=====	=====	=====	=====	=====

01 -OSCEOLA LIGHT & POWER

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ELECTRIC DEPT</u>					
01-5-12-400 SALARIES	805,000.00	72,773.42	72,773.42	9.04	732,226.58
01-5-12-455 TEMP SERVICE WAGES	20,000.00	0.00	0.00	0.00	20,000.00
01-5-12-502 PAYROLL TAX	64,000.00	5,317.18	5,317.18	8.31	58,682.82
01-5-12-503 GROUP INSURANCE	60,000.00	5,924.22	5,924.22	9.87	54,075.78
01-5-12-504 PENSION EXPENSE	30,000.00	1,895.74	1,895.74	6.32	28,104.26
01-5-12-510 TRAVEL & TRAINING EXPENSE	5,000.00	0.00	0.00	0.00	5,000.00
01-5-12-515 SAFETY SUPPLIES	2,500.00	0.00	0.00	0.00	2,500.00
01-5-12-580 UNIFORM EXPENSE	5,000.00	286.05	286.05	5.72	4,713.95
01-5-12-601 MATERIALS AND SUPPLIES	15,000.00	1,352.04	1,352.04	9.01	13,647.96
01-5-12-610 TELEPHONE	25,000.00	0.00	0.00	0.00	25,000.00
01-5-12-619 BUILDING EXPENSE	7,000.00	156.20	156.20	2.23	6,843.80
01-5-12-620 UTILITIES	16,500.00	2,397.49	2,397.49	14.53	14,102.51
01-5-12-630 INSURANCE	40,000.00	0.00	0.00	0.00	40,000.00
01-5-12-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	212.88	212.88	0.00 (	212.88)
01-5-12-647 LICENSES	200.00	0.00	0.00	0.00	200.00
01-5-12-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	0.00	0.00	1,000.00
01-5-12-650 REPAIRS & MAINTENANCE - VEH &	25,000.00	8,728.94	8,728.94	34.92	16,271.06
01-5-12-651 OPERATING EXPENSES - VEHICLES	25,000.00	481.82	481.82	1.93	24,518.18
01-5-12-686 EQUIPMENT RENTAL	0.00	148.51	148.51	0.00 (	148.51)
01-5-12-710 ELECTRIC POWER PURCHASED	10,570,000.00	1,061,341.11	1,061,341.11	10.04	9,508,658.89
01-5-12-760 DEPRECIATION	500,000.00	41,667.00	41,667.00	8.33	458,333.00
01-5-12-770 DEPRECIATION-VEHICLES	60,000.00	5,000.00	5,000.00	8.33	55,000.00
01-5-12-774 TREE TRIMMING	175,000.00	0.00	0.00	0.00	175,000.00
01-5-12-860 CONSULTING SERVICES	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL ELECTRIC DEPT	12,456,200.00	1,207,682.60	1,207,682.60	9.70	11,248,517.40
<u>WATER DEPT</u>					
01-5-13-400 SALARIES	420,557.00	24,720.12	24,720.12	5.88	395,836.88
01-5-13-455 TEMP SERVICE WAGES	0.00	13,422.66	13,422.66	0.00 (	13,422.66)
01-5-13-502 PAYROLL TAX	33,645.00	1,870.27	1,870.27	5.56	31,774.73
01-5-13-503 GROUP INSURANCE	37,500.00	2,292.63	2,292.63	6.11	35,207.37
01-5-13-504 PENSION EXPENSE	9,000.00	493.92	493.92	5.49	8,506.08
01-5-13-510 TRAVEL & TRAINING EXPENSE	2,500.00	0.00	0.00	0.00	2,500.00
01-5-13-515 SAFETY SUPPLIES	1,100.00	0.00	0.00	0.00	1,100.00
01-5-13-580 UNIFORM EXPENSE	1,250.00	0.00	0.00	0.00	1,250.00
01-5-13-601 MATERIALS AND SUPPLIES	41,000.00	1,750.54	1,750.54	4.27	39,249.46
01-5-13-602 CHEMICALS AND SUPPLIES	50,000.00	10,559.86	10,559.86	21.12	39,440.14
01-5-13-608 TOOLS	2,000.00	0.00	0.00	0.00	2,000.00
01-5-13-610 TELEPHONE	20,000.00	0.00	0.00	0.00	20,000.00
01-5-13-619 BUILDING EXPENSE	3,500.00	148.50	148.50	4.24	3,351.50
01-5-13-620 UTILITIES	50,000.00	4,788.14	4,788.14	9.58	45,211.86
01-5-13-630 INSURANCE	20,000.00	0.00	0.00	0.00	20,000.00
01-5-13-640 DUES, MBRSHPS & SUBSCRIPTIONS	15,000.00	1,029.39	1,029.39	6.86	13,970.61
01-5-13-647 LICENSES	2,500.00	50.00	50.00	2.00	2,450.00
01-5-13-648 IMMUNIZATIONS & PHYSICALS	850.00	0.00	0.00	0.00	850.00
01-5-13-650 REPAIRS & MAINTENANCE - VEH &	6,000.00	228.09	228.09	3.80	5,771.91
01-5-13-651 OPERATING EXPENSES - VEHICLES	18,500.00	450.99	450.99	2.44	18,049.01

01 -OSCEOLA LIGHT & POWER

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-13-652 MANHOLE & PIPE REHAB	5,000.00	0.00	0.00	0.00	5,000.00
01-5-13-682 WELL AND PUMP REPAIRS	5,000.00	0.00	0.00	0.00	5,000.00
01-5-13-683 PUMP AND TANK REPAIRS	60,000.00	0.00	0.00	0.00	60,000.00
01-5-13-686 EQUIPMENT RENTAL	0.00	148.51	148.51	0.00 (	148.51)
01-5-13-761 DEPRECIATION-WATER PLANT	147,000.00	12,250.00	12,250.00	8.33	134,750.00
01-5-13-770 DEPRECIATION-VEHICLES	30,000.00	2,500.00	2,500.00	8.33	27,500.00
TOTAL WATER DEPT	981,902.00	76,703.62	76,703.62	7.81	905,198.38

SEWER DEPT

01-5-14-400 SALARIES	219,221.00	23,790.52	23,790.52	10.85	195,430.48
01-5-14-455 TEMP SERVICE WAGES	23,000.00	0.00	0.00	0.00	23,000.00
01-5-14-502 PAYROLL TAX	17,538.00	1,771.29	1,771.29	10.10	15,766.71
01-5-14-503 GROUP INSURANCE	20,000.00	1,108.67	1,108.67	5.54	18,891.33
01-5-14-504 PENSION EXPENSE	5,400.00	433.96	433.96	8.04	4,966.04
01-5-14-515 SAFETY SUPPLIES	1,750.00	0.00	0.00	0.00	1,750.00
01-5-14-580 UNIFORM EXPENSE	3,000.00 (	12.00) (	12.00)	0.40-	3,012.00
01-5-14-601 MATERIALS AND SUPPLIES	37,300.00	3,325.07	3,325.07	8.91	33,974.93
01-5-14-602 CHEMICALS AND SUPPLIES	6,500.00	0.00	0.00	0.00	6,500.00
01-5-14-608 TOOLS	1,500.00	0.00	0.00	0.00	1,500.00
01-5-14-610 TELEPHONE	3,096.00	0.00	0.00	0.00	3,096.00
01-5-14-619 BUILDING EXPENSE	7,000.00	108.04	108.04	1.54	6,891.96
01-5-14-620 UTILITIES	67,000.00	2,398.47	2,398.47	3.58	64,601.53
01-5-14-630 INSURANCE	4,500.00	0.00	0.00	0.00	4,500.00
01-5-14-640 DUES, MBRSHPS & SUBSCRIPTIONS	120.00	235.14	235.14	195.95 (	115.14)
01-5-14-647 LICENSES	9,000.00	0.00	0.00	0.00	9,000.00
01-5-14-648 IMMUNIZATIONS & PHYSICALS	300.00	0.00	0.00	0.00	300.00
01-5-14-650 REPAIRS & MAINTENANCE - VEH &	7,500.00	1,947.42	1,947.42	25.97	5,552.58
01-5-14-651 OPERATING EXPENSES - VEHICLES	10,000.00	443.64	443.64	4.44	9,556.36
01-5-14-652 MANHOLE & PIPE REHAB	1,262.00	0.00	0.00	0.00	1,262.00
01-5-14-683 PUMP AND TANK REPAIRS	20,000.00	9,385.62	9,385.62	46.93	10,614.38
01-5-14-762 DEPRICIATION SEWER SYSTEMS	160,425.00	13,369.00	13,369.00	8.33	147,056.00
01-5-14-770 DEPRECIATION-VEHICLES	20,362.00	1,697.00	1,697.00	8.33	18,665.00
01-5-14-860 CONSULTING SERVICES	2,382.00	0.00	0.00	0.00	2,382.00
TOTAL SEWER DEPT	648,156.00	60,001.84	60,001.84	9.26	588,154.16

ADMINISTRATION

01-5-15-400 SALARIES	400,000.00	36,082.93	36,082.93	9.02	363,917.07
01-5-15-502 PAYROLL TAX	32,000.00	2,689.55	2,689.55	8.40	29,310.45
01-5-15-503 GROUP INSURANCE	30,000.00	3,526.40	3,526.40	11.75	26,473.60
01-5-15-504 PENSION EXPENSE	15,000.00	572.54	572.54	3.82	14,427.46
01-5-15-510 TRAVEL & TRAINING EXPENSE	7,500.00	0.00	0.00	0.00	7,500.00
01-5-15-515 SAFETY SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
01-5-15-516 HR MATERIALS & SUPPLIES	8,000.00	523.00	523.00	6.54	7,477.00
01-5-15-517 SAFETY COMMITTEE	500.00	0.00	0.00	0.00	500.00
01-5-15-550 EMPLOYEE RELATIONS	750.00	0.00	0.00	0.00	750.00
01-5-15-580 UNIFORM EXPENSE	500.00	0.00	0.00	0.00	500.00
01-5-15-601 MATERIALS AND SUPPLIES	27,500.00	4,457.06	4,457.06	16.21	23,042.94
01-5-15-606 POSTAGE	30,000.00	3,339.50	3,339.50	11.13	26,660.50
01-5-15-607 PUBLISHING ORDINANCES & NOTICE	0.00	252.00	252.00	0.00 (	252.00)
01-5-15-610 TELEPHONE	30,000.00	82.93	82.93	0.28	29,917.07

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

01 -OSCEOLA LIGHT & POWER

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-5-15-619 BUILDING EXPENSE	50,000.00	3,143.00	3,143.00	6.29	46,857.00
01-5-15-620 UTILITIES	6,000.00	1,227.32	1,227.32	20.46	4,772.68
01-5-15-630 INSURANCE	2,000.00	100.00	100.00	5.00	1,900.00
01-5-15-640 DUES, MBRSHPS & SUBSCRIPTIONS	30,000.00	9,130.65	9,130.65	30.44	20,869.35
01-5-15-643 AUDIT FEES	45,000.00	0.00	0.00	0.00	45,000.00
01-5-15-644 LEGAL EXPENSES	10,000.00	0.00	0.00	0.00	10,000.00
01-5-15-645 ADV, PROMOTIONS & DONATIONS	30,000.00	1,250.00	1,250.00	4.17	28,750.00
01-5-15-647 LICENSES	2,000.00	10,568.09	10,568.09	528.40 (	8,568.09)
01-5-15-648 IMMUNIZATIONS & PHYSICALS	1,500.00	45.00	45.00	3.00	1,455.00
01-5-15-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	33.00	33.00	0.17	19,967.00
01-5-15-686 EQUIPMENT RENTAL	12,000.00	126.51	126.51	1.05	11,873.49
01-5-15-763 DEPRECIATION	7,000.00	583.00	583.00	8.33	6,417.00
01-5-15-860 CONSULTING SERVICES	72,500.00	11,439.99	11,439.99	15.78	61,060.01
01-5-15-883 BAD ACCOUNTS	75,000.00 (	1,103.56) (	1,103.56)	1.47-	76,103.56
01-5-15-886 INTEREST EXPENSE	200,000.00	1,133.65	1,133.65	0.57	198,866.35
01-5-15-898 CASH OVER AND SHORT	500.00 (	3.00) (	3.00)	0.60-	503.00
01-5-15-899 MISCELLANEOUS	0.00	7.38	7.38	0.00 (7.38)
TOTAL ADMINISTRATION	1,146,250.00	89,206.94	89,206.94	7.78	1,057,043.06
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TOTAL EXPENDITURES	15,232,508.00	1,433,595.00	1,433,595.00	9.41	13,798,913.00
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REVENUES OVER/(UNDER) EXPENDITURES	2,346,080.00 (297,667.86) (297,667.86)		2,643,747.86

02 -CITY GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
02-101	REGIONS-COMM CTR & GOLF (0051)	121,094.68
02-105	REGIONS-CITY GENERAL(0638)	91,231.58
02-106	FNBEA-CITY GENERAL(9902)	5,543.82
02-107	MISC CASH ACCOUNTS	63,723.30
02-108	REGIONS-CITY GEN PAYROLL(5948)	9,122.51
02-109	REGIONS-FIRE DEPT ACT833(0697)	76,139.77
02-110	ACCOUNTS RECEIVABLE	198,492.07
02-115	BANCORP-CITY GENERAL(0430)	112,736.44
02-116	BANCORP-CITY GEN PAYROLL(0465)	11,424.27
02-118	FIRST COMML-CITY GEN SAV(7010)	8,254.92
02-120	CULTURAL CIVIC CENTER	7,575.15
02-121	CONFINED SPACE SERVICES GRANT	37,760.63
02-127	TAX RECEIPTS RECEIVABLE	8,950.93
02-128	ARPA FUNDS	431,470.69
02-130	DUE TO/FROM OTHER FUNDS	(2,818,254.93)
02-139	BANCORP-OPD C & I FUND(4083)	4,318.54
		<u>(1,630,415.63)</u>
TOTAL ASSETS		(1,630,415.63)
		=====
LIABILITIES		
=====		
02-201	ACCOUNTS PAYABLE	35,206.27
02-202	FEDERAL W/H PAYABLE	56.90
02-203	SOC SECURITY W/H PAYABLE	66.19
02-204	ARKANSAS W/H PAYABLE	16.76
02-205	GENERAL PENSION W/H	1,788.96
02-207	GROUP INSURANCE W/H	44.28
02-208	UNIFORM W/H	234.00
02-210	FIREMENS PENSION W/H	18,152.60
02-212	POLICE PENSION W/H	(3,543.64)
02-213	UNEMPLOYMENT TAXES PAYABLE	(16,484.46)
02-214	GARNISHMENTS PAYABLE	(1,732.82)
02-220	DUE TO OTHER FUNDS	(66,259.75)
02-222	FIREMEN'S FUND	176.48
02-236	ACCRUED WAGES	154,136.51
	TOTAL LIABILITIES	<u>121,858.28</u>
EQUITY		
=====		
02-291	BEGINNING FUND BALANCE	(1,761,303.66)
	TOTAL BEGINNING EQUITY	(1,761,303.66)
TOTAL REVENUE		414,798.61
TOTAL EXPENSES		539,824.48
TOTAL REVENUE OVER/(UNDER) EXPENSES		(125,025.87)
(WILL CLOSE TO FUND BAL.)		134,055.62
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>(1,752,273.91)</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(1,630,415.63)
		=====

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

02 -CITY GENERAL FUND
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
ADMINISTRATION	3,803,868.00	363,452.47	363,452.47	9.55	3,440,415.53
POLICE DEPT	237,000.00	36,606.37	36,606.37	15.45	200,393.63
FIRE DEPT	50,000.00	4,166.00	4,166.00	8.33	45,834.00
PARKS & RECREATION DEPT	95,000.00	6,911.37	6,911.37	7.28	88,088.63
GOLF COURSE FUND	55,465.00	3,662.40	3,662.40	6.60	51,802.60
HUMANE SHELTER FUND	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL REVENUES	4,243,833.00	414,798.61	414,798.61	9.77	3,829,034.39
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	607,950.00	106,105.95	106,105.95	17.45	501,844.05
POLICE DEPT	2,345,861.00	174,655.78	174,655.78	7.45	2,171,205.22
FIRE DEPT	1,326,050.00	98,570.86	98,570.86	7.43	1,227,479.14
PARKS & RECREATION DEPT	684,174.00	59,065.94	59,065.94	8.63	625,108.06
MUNICIPAL COURT	105,496.00	13,440.45	13,440.45	12.74	92,055.55
JAIL DEPARTMENT	321,500.00	42,355.72	42,355.72	13.17	279,144.28
CODE ENFORCEMENT	127,080.00	20,310.43	20,310.43	15.98	106,769.57
GOLF COURSE FUND	230,670.00	14,160.69	14,160.69	6.14	216,509.31
HUMANE SHELTER FUND	162,350.00	11,158.66	11,158.66	6.87	151,191.34
TOTAL EXPENDITURES	5,911,131.00	539,824.48	539,824.48	9.13	5,371,306.52
REVENUES OVER/(UNDER) EXPENDITURES	(1,667,298.00)	(125,025.87)	(125,025.87)		(1,542,272.13)

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

02 -CITY GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ADMINISTRATION</u>					
02-4-01-310 PROPERTY TAXES	625,000.00	101,084.97	101,084.97	16.17	523,915.03
02-4-01-314 GENERAL REVENUE (STATE OF ARK)	120,000.00	13,695.54	13,695.54	11.41	106,304.46
02-4-01-315 PRIVILEGE TAX -- CITY	8,000.00	35.00	35.00	0.44	7,965.00
02-4-01-316 PILOT-FED HOUSING AUTHORITY	3,315.00	0.00	0.00	0.00	3,315.00
02-4-01-317 PILOT-PLUM POINT ENERGY STA	705,703.00	0.00	0.00	0.00	705,703.00
02-4-01-323 A & P TAX REVENUE	32,000.00	4,644.00	4,644.00	14.51	27,356.00
02-4-01-325 GAS FRANCHISE TAX	85,000.00	0.00	0.00	0.00	85,000.00
02-4-01-328 TELEPHONE EXCISE TAX	20,000.00	0.00	0.00	0.00	20,000.00
02-4-01-331 CABLE FRANCHISE TAX	25,000.00	2,898.55	2,898.55	11.59	22,101.45
02-4-01-345 BUILDING PERMITS	2,000.00	7.00	7.00	0.35	1,993.00
02-4-01-375 PLANNING COMMISSION	100.00	0.00	0.00	0.00	100.00
02-4-01-384 CODE RED CONTRIBUTIONS	(3,750.00)	0.00	0.00	0.00	(3,750.00)
02-4-01-390 INTEREST INCOME	500.00	97.64	97.64	19.53	402.36
02-4-01-394 COUNTY SALES TAX	1,100,000.00	112,638.30	112,638.30	10.24	987,361.70
02-4-01-397 CITY SALES TAX	1,050,000.00	104,792.00	104,792.00	9.98	945,208.00
02-4-01-398 RENT INCOME	31,000.00	23,559.47	23,559.47	76.00	7,440.53
TOTAL ADMINISTRATION	3,803,868.00	363,452.47	363,452.47	9.55	3,440,415.53
<u>POLICE DEPT</u>					
02-4-02-335 FINES & FORFEITURES	200,000.00	25,826.35	25,826.35	12.91	174,173.65
02-4-02-337 OPD RECEIPTS	2,000.00	0.00	0.00	0.00	2,000.00
02-4-02-338 JAIL RECEIPTS	15,000.00	10,780.02	10,780.02	71.87	4,219.98
02-4-02-396 GRANT INCOME	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL POLICE DEPT	237,000.00	36,606.37	36,606.37	15.45	200,393.63
<u>FIRE DEPT</u>					
02-4-03-380 CONTRACT TRAINING RECEIPTS	0.00	4,166.00	4,166.00	0.00	(4,166.00)
02-4-03-396 GRANT INCOME	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL FIRE DEPT	50,000.00	4,166.00	4,166.00	8.33	45,834.00
<u>PARKS & RECREATION DEPT</u>					
02-4-04-350 ADMISSION FEES	95,000.00	6,911.37	6,911.37	7.28	88,088.63
TOTAL PARKS & RECREATION DEPT	95,000.00	6,911.37	6,911.37	7.28	88,088.63
<u>GOLF COURSE FUND</u>					
02-4-18-360 GOLF COURSE MEMBERSHIP FEES	45,000.00	1,826.40	1,826.40	4.06	43,173.60
02-4-18-362 GREENS FEES	815.00	1,211.00	1,211.00	148.59	(396.00)
02-4-18-364 CART SHED RENTALS	8,500.00	625.00	625.00	7.35	7,875.00
02-4-18-365 PRO SHOP SALES	1,150.00	0.00	0.00	0.00	1,150.00
TOTAL GOLF COURSE FUND	55,465.00	3,662.40	3,662.40	6.60	51,802.60
<u>HUMANE SHELTER FUND</u>					
02-4-19-340 ANIMAL SHELTER RECEIPTS	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL HUMANE SHELTER FUND	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL REVENUES	4,243,833.00	414,798.61	414,798.61	9.77	3,829,034.39

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

02 -CITY GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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CITY OF OSCEOLA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JANUARY 31ST, 2022

02 -CITY GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>ADMINISTRATION</u>					
02-5-01-400 SALARIES	145,000.00	11,382.75	11,382.75	7.85	133,617.25
02-5-01-501 TRAVEL & PUBLIC RELATIONS	3,200.00	0.00	0.00	0.00	3,200.00
02-5-01-502 PAYROLL TAX	11,600.00	836.51	836.51	7.21	10,763.49
02-5-01-503 GROUP INSURANCE	45,000.00	4,608.26	4,608.26	10.24	40,391.74
02-5-01-504 PENSION EXPENSE	84,000.00	5,165.66	5,165.66	6.15	78,834.34
02-5-01-510 TRAVEL & TRAINING EXPENSE	12,000.00	0.00	0.00	0.00	12,000.00
02-5-01-601 MATERIALS AND SUPPLIES	20,000.00	4,897.81	4,897.81	24.49	15,102.19
02-5-01-605 OFFICE EXPENSE	15,000.00	1,675.00	1,675.00	11.17	13,325.00
02-5-01-607 PUBLISHING ORDINANCES & NOTICE	2,000.00	0.00	0.00	0.00	2,000.00
02-5-01-610 TELEPHONE	3,500.00	1,542.75	1,542.75	44.08	1,957.25
02-5-01-619 BUILDING EXPENSE	10,000.00	1,214.10	1,214.10	12.14	8,785.90
02-5-01-620 UTILITIES	26,000.00	3,836.69	3,836.69	14.76	22,163.31
02-5-01-625 RENT	500.00	0.00	0.00	0.00	500.00
02-5-01-626 A & P EXPENSES	30,000.00	16,984.93	16,984.93	56.62	13,015.07
02-5-01-630 INSURANCE	34,000.00	0.00	0.00	0.00	34,000.00
02-5-01-640 DUES, MBRSHPS & SUBSCRIPTIONS	3,500.00	1,857.98	1,857.98	53.09	1,642.02
02-5-01-642 UNEMPLOYMENT BENEFIT ASSMT	0.00	180.00	180.00	0.00	(180.00)
02-5-01-644 LEGAL EXPENSES	20,000.00	500.00	500.00	2.50	19,500.00
02-5-01-645 ADV, PROMOTIONS & DONATIONS	6,000.00	911.47	911.47	15.19	5,088.53
02-5-01-647 LICENSES	250.00	0.00	0.00	0.00	250.00
02-5-01-651 OPERATING EXPENSES - VEHICLES	1,200.00	37,383.34	37,383.34	3,115.28	(36,183.34)
02-5-01-750 ROSENWALD BLDG EXPENSE	7,500.00	380.00	380.00	5.07	7,120.00
02-5-01-751 SR. CITIZEN BLDG EXPENSE	5,000.00	1,185.80	1,185.80	23.72	3,814.20
02-5-01-752 SCOUT HUT EXPENSE	5,000.00	11,348.00	11,348.00	226.96	(6,348.00)
02-5-01-753 COSTON BLDG EXP	30,000.00	171.18	171.18	0.57	29,828.82
02-5-01-801 PLANNING COMMISSION EXPENSE	200.00	22.25	22.25	11.13	177.75
02-5-01-860 CONSULTING SERVICES	87,500.00	0.00	0.00	0.00	87,500.00
02-5-01-886 INTEREST EXPENSE	0.00	21.47	21.47	0.00	(21.47)
TOTAL ADMINISTRATION	607,950.00	106,105.95	106,105.95	17.45	501,844.05
<u>POLICE DEPT</u>					
02-5-02-400 SALARIES	1,596,500.00	115,851.40	115,851.40	7.26	1,480,648.60
02-5-02-414 SALARIES-GRANT/OPD	(60,000.00)	0.00	0.00	0.00	(60,000.00)
02-5-02-426 AUXILIARY POLICE	2,000.00	0.00	0.00	0.00	2,000.00
02-5-02-502 PAYROLL TAX	127,720.00	8,765.10	8,765.10	6.86	118,954.90
02-5-02-503 GROUP INSURANCE	135,000.00	8,672.75	8,672.75	6.42	126,327.25
02-5-02-504 PENSION EXPENSE	244,541.00	22,812.20	22,812.20	9.33	221,728.80
02-5-02-510 TRAVEL & TRAINING EXPENSE	15,000.00	267.66	267.66	1.78	14,732.34
02-5-02-580 UNIFORM EXPENSE	12,000.00	5,617.29	5,617.29	46.81	6,382.71
02-5-02-581 UNIFORM LAUNDRY	2,500.00	0.00	0.00	0.00	2,500.00
02-5-02-601 MATERIALS AND SUPPLIES	30,000.00	4,855.05	4,855.05	16.18	25,144.95
02-5-02-610 TELEPHONE	35,000.00	1,384.73	1,384.73	3.96	33,615.27
02-5-02-619 BUILDING EXPENSE	2,000.00	0.00	0.00	0.00	2,000.00
02-5-02-620 UTILITIES	9,200.00	333.70	333.70	3.63	8,866.30
02-5-02-630 INSURANCE	50,000.00	0.00	0.00	0.00	50,000.00
02-5-02-640 DUES, MBRSHPS & SUBSCRIPTIONS	27,500.00	1,201.17	1,201.17	4.37	26,298.83
02-5-02-648 IMMUNIZATIONS & PHYSICALS	2,500.00	1,197.59	1,197.59	47.90	1,302.41

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

02 -CITY GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-02-650 REPAIRS & MAINTENANCE - VEH &	10,000.00	1,122.53	1,122.53	11.23	8,877.47
02-5-02-651 OPERATING EXPENSES - VEHICLES	55,000.00	517.48	517.48	0.94	54,482.52
02-5-02-700 EQUIPMENT PURCHASES	49,400.00	2,057.13	2,057.13	4.16	47,342.87
TOTAL POLICE DEPT	2,345,861.00	174,655.78	174,655.78	7.45	2,171,205.22
<u>FIRE DEPT</u>					
02-5-03-400 SALARIES	845,000.00	67,831.66	67,831.66	8.03	777,168.34
02-5-03-427 FIRE SCRIPT-REDEEMED	8,000.00	1,302.00	1,302.00	16.28	6,698.00
02-5-03-502 PAYROLL TAX	16,900.00	1,541.65	1,541.65	9.12	15,358.35
02-5-03-503 GROUP INSURANCE	72,000.00	3,122.71	3,122.71	4.34	68,877.29
02-5-03-504 PENSION EXPENSE	128,000.00	14,409.79	14,409.79	11.26	113,590.21
02-5-03-510 TRAVEL & TRAINING EXPENSE	2,500.00	0.00	0.00	0.00	2,500.00
02-5-03-515 SAFETY SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
02-5-03-580 UNIFORM EXPENSE	6,750.00	817.27	817.27	12.11	5,932.73
02-5-03-601 MATERIALS AND SUPPLIES	12,000.00	752.92	752.92	6.27	11,247.08
02-5-03-610 TELEPHONE	20,000.00	1,259.83	1,259.83	6.30	18,740.17
02-5-03-619 BUILDING EXPENSE	5,000.00	158.60	158.60	3.17	4,841.40
02-5-03-620 UTILITIES	8,500.00	2,094.29	2,094.29	24.64	6,405.71
02-5-03-630 INSURANCE	50,000.00	0.00	0.00	0.00	50,000.00
02-5-03-640 DUES, MBRSHPS & SUBSCRIPTIONS	400.00	447.08	447.08	111.77 (	47.08)
02-5-03-648 IMMUNIZATIONS & PHYSICALS	1,000.00	1,018.52	1,018.52	101.85 (	18.52)
02-5-03-650 REPAIRS & MAINTENANCE - VEH &	22,000.00	2,354.38	2,354.38	10.70	19,645.62
02-5-03-651 OPERATING EXPENSES - VEHICLES	14,000.00	256.64	256.64	1.83	13,743.36
02-5-03-686 EQUIPMENT RENTAL	22,000.00	1,203.52	1,203.52	5.47	20,796.48
02-5-03-700 EQUIPMENT PURCHASES	91,000.00	0.00	0.00	0.00	91,000.00
TOTAL FIRE DEPT	1,326,050.00	98,570.86	98,570.86	7.43	1,227,479.14
<u>PARKS & RECREATION DEPT</u>					
02-5-04-400 SALARIES	330,000.00	35,327.80	35,327.80	10.71	294,672.20
02-5-04-455 TEMP SERVICE WAGES	10,000.00	0.00	0.00	0.00	10,000.00
02-5-04-502 PAYROLL TAX	26,400.00	2,591.58	2,591.58	9.82	23,808.42
02-5-04-503 GROUP INSURANCE	30,000.00	2,902.38	2,902.38	9.67	27,097.62
02-5-04-504 PENSION EXPENSE	5,000.00	455.48	455.48	9.11	4,544.52
02-5-04-510 TRAVEL & TRAINING EXPENSE	12,000.00	0.00	0.00	0.00	12,000.00
02-5-04-515 SAFETY SUPPLIES	2,000.00	0.00	0.00	0.00	2,000.00
02-5-04-601 MATERIALS AND SUPPLIES	50,000.00	3,258.58	3,258.58	6.52	46,741.42
02-5-04-610 TELEPHONE	7,000.00	0.00	0.00	0.00	7,000.00
02-5-04-619 BUILDING EXPENSE	20,000.00	2,476.68	2,476.68	12.38	17,523.32
02-5-04-620 UTILITIES	35,500.00	4,180.36	4,180.36	11.78	31,319.64
02-5-04-630 INSURANCE	15,000.00	0.00	0.00	0.00	15,000.00
02-5-04-640 DUES, MBRSHPS & SUBSCRIPTIONS	1,000.00	172.24	172.24	17.22	827.76
02-5-04-645 ADV, PROMOTIONS & DONATIONS	2,000.00	0.00	0.00	0.00	2,000.00
02-5-04-647 LICENSES	2,000.00	0.00	0.00	0.00	2,000.00
02-5-04-648 IMMUNIZATIONS & PHYSICALS	500.00	45.00	45.00	9.00	455.00
02-5-04-650 REPAIRS & MAINTENANCE - VEH &	12,000.00	594.94	594.94	4.96	11,405.06
02-5-04-651 OPERATING EXPENSES - VEHICLES	5,000.00	1,340.64	1,340.64	26.81	3,659.36
02-5-04-686 EQUIPMENT RENTAL	200.00	0.00	0.00	0.00	200.00
02-5-04-700 EQUIPMENT PURCHASES	33,574.00	0.00	0.00	0.00	33,574.00
02-5-04-725 ATHLETIC EQUIPMENT	45,000.00	0.00	0.00	0.00	45,000.00
02-5-04-895 CAPITAL LEASE PAYMENTS	40,000.00	5,720.26	5,720.26	14.30	34,279.74
TOTAL PARKS & RECREATION DEPT	684,174.00	59,065.94	59,065.94	8.63	625,108.06

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

02 -CITY GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MUNICIPAL COURT</u>					
02-5-05-421 JUDGE'S SALARY	30,000.00	2,443.75	2,443.75	8.15	27,556.25
02-5-05-422 CLERK'S SALARY	111,638.00	8,303.08	8,303.08	7.44	103,334.92
02-5-05-502 PAYROLL TAX	6,358.00	598.71	598.71	9.42	5,759.29
02-5-05-503 GROUP INSURANCE	5,000.00	932.30	932.30	18.65	4,067.70
02-5-05-504 PENSION EXPENSE	7,000.00	0.00	0.00	0.00	7,000.00
02-5-05-510 TRAVEL & TRAINING EXPENSE	500.00	0.00	0.00	0.00	500.00
02-5-05-601 MATERIALS AND SUPPLIES	5,000.00	937.61	937.61	18.75	4,062.39
02-5-05-630 INSURANCE	2,500.00	0.00	0.00	0.00	2,500.00
02-5-05-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	225.00	225.00	0.00	(225.00)
02-5-05-899 MISCELLANEOUS	(62,500.00)	0.00	0.00	0.00	(62,500.00)
TOTAL MUNICIPAL COURT	105,496.00	13,440.45	13,440.45	12.74	92,055.55
<u>JAIL DEPARTMENT</u>					
02-5-11-400 SALARIES	150,000.00	12,858.27	12,858.27	8.57	137,141.73
02-5-11-455 TEMP SERVICE WAGES	50,000.00	0.00	0.00	0.00	50,000.00
02-5-11-502 PAYROLL TAX	12,000.00	968.24	968.24	8.07	11,031.76
02-5-11-503 GROUP INSURANCE	15,000.00	3,207.81	3,207.81	21.39	11,792.19
02-5-11-504 PENSION EXPENSE	1,250.00	88.24	88.24	7.06	1,161.76
02-5-11-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	0.00	0.00	2,000.00
02-5-11-580 UNIFORM EXPENSE	1,000.00	0.00	0.00	0.00	1,000.00
02-5-11-601 MATERIALS AND SUPPLIES	40,000.00	21,511.96	21,511.96	53.78	18,488.04
02-5-11-619 BUILDING EXPENSE	3,000.00	694.94	694.94	23.16	2,305.06
02-5-11-620 UTILITIES	20,800.00	1,127.24	1,127.24	5.42	19,672.76
02-5-11-630 INSURANCE	200.00	0.00	0.00	0.00	200.00
02-5-11-648 IMMUNIZATIONS & PHYSICALS	1,000.00	187.68	187.68	18.77	812.32
02-5-11-655 JAIL MAINTENANCE FUND	25,000.00	1,612.34	1,612.34	6.45	23,387.66
02-5-11-659 INMATE MEDICAL	250.00	0.00	0.00	0.00	250.00
02-5-11-686 EQUIPMENT RENTAL	0.00	99.00	99.00	0.00	(99.00)
TOTAL JAIL DEPARTMENT	321,500.00	42,355.72	42,355.72	13.17	279,144.28
<u>CODE ENFORCEMENT</u>					
02-5-17-400 SALARIES	85,000.00	7,272.60	7,272.60	8.56	77,727.40
02-5-17-455 TEMP SERVICE WAGES	10,280.00	5,747.00	5,747.00	55.90	4,533.00
02-5-17-502 PAYROLL TAX	6,800.00	955.43	955.43	14.05	5,844.57
02-5-17-503 GROUP INSURANCE	5,000.00	712.48	712.48	14.25	4,287.52
02-5-17-510 TRAVEL & TRAINING EXPENSE	5,000.00	0.00	0.00	0.00	5,000.00
02-5-17-601 MATERIALS AND SUPPLIES	5,000.00	66.42	66.42	1.33	4,933.58
02-5-17-647 LICENSES	0.00	5,450.00	5,450.00	0.00	(5,450.00)
02-5-17-650 REPAIRS & MAINTENANCE - VEH &	0.00	16.50	16.50	0.00	(16.50)
02-5-17-651 OPERATING EXPENSES- VEHICLES	10,000.00	0.00	0.00	0.00	10,000.00
02-5-17-899 MISCELLANEOUS	0.00	90.00	90.00	0.00	(90.00)
TOTAL CODE ENFORCEMENT	127,080.00	20,310.43	20,310.43	15.98	106,769.57
<u>GOLF COURSE FUND</u>					
02-5-18-400 SALARIES	90,000.00	8,193.18	8,193.18	9.10	81,806.82
02-5-18-455 TEMP SERVICE WAGES	25,000.00	0.00	0.00	0.00	25,000.00
02-5-18-502 PAYROLL TAX	7,200.00	613.94	613.94	8.53	6,586.06
02-5-18-503 GROUP INSURANCE	15,000.00	734.42	734.42	4.90	14,265.58

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

02 -CITY GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
02-5-18-504 PENSION EXPENSE	3,270.00	384.66	384.66	11.76	2,885.34
02-5-18-515 SAFETY SUPPLIES	3,500.00	0.00	0.00	0.00	3,500.00
02-5-18-601 MATERIALS AND SUPPLIES	25,000.00	2,603.21	2,603.21	10.41	22,396.79
02-5-18-610 TELEPHONE	5,000.00	0.00	0.00	0.00	5,000.00
02-5-18-619 BUILDING EXPENSE	0.00	253.00	253.00	0.00 (	253.00)
02-5-18-620 UTILITIES	5,700.00	472.54	472.54	8.29	5,227.46
02-5-18-630 INSURANCE	6,000.00	0.00	0.00	0.00	6,000.00
02-5-18-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	93.49	93.49	0.00 (	93.49)
02-5-18-650 REPAIRS & MAINTENANCE - VEH &	15,000.00	716.25	716.25	4.78	14,283.75
02-5-18-651 OPERATING EXPENSES - VEHICLES	3,000.00	96.00	96.00	3.20	2,904.00
02-5-18-686 EQUIPMENT RENTAL	500.00	0.00	0.00	0.00	500.00
02-5-18-700 EQUIPMENT PURCHASES	14,000.00	0.00	0.00	0.00	14,000.00
02-5-18-895 CAPITAL LEASE PAYMENTS	12,500.00	0.00	0.00	0.00	12,500.00
TOTAL GOLF COURSE FUND	230,670.00	14,160.69	14,160.69	6.14	216,509.31
HUMANE SHELTER FUND					
02-5-19-400 SALARIES	75,000.00	7,563.94	7,563.94	10.09	67,436.06
02-5-19-455 TEMP SERVICE WAGES	15,000.00	0.00	0.00	0.00	15,000.00
02-5-19-502 PAYROLL TAX	6,000.00	572.23	572.23	9.54	5,427.77
02-5-19-503 GROUP INSURANCE	6,000.00	370.35	370.35	6.17	5,629.65
02-5-19-504 PENSION EXPENSE	1,250.00	0.00	0.00	0.00	1,250.00
02-5-19-510 TRAVEL & TRAINING EXPENSE	250.00	0.00	0.00	0.00	250.00
02-5-19-515 SAFETY SUPPLIES	200.00	0.00	0.00	0.00	200.00
02-5-19-580 UNIFORM EXPENSE	500.00	0.00	0.00	0.00	500.00
02-5-19-601 MATERIALS AND SUPPLIES	20,000.00	1,267.49	1,267.49	6.34	18,732.51
02-5-19-610 TELEPHONE	9,800.00	0.00	0.00	0.00	9,800.00
02-5-19-611 VET BILLS	7,500.00	549.75	549.75	7.33	6,950.25
02-5-19-619 BUILDING EXPENSE	2,500.00	83.60	83.60	3.34	2,416.40
02-5-19-620 UTILITIES	3,600.00	135.81	135.81	3.77	3,464.19
02-5-19-630 INSURANCE	1,500.00	0.00	0.00	0.00	1,500.00
02-5-19-640 DUES, MBRSHPS & SUBSCRIPTIONS	0.00	93.49	93.49	0.00 (	93.49)
02-5-19-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	0.00	0.00	250.00
02-5-19-650 REPAIRS & MAINTENANCE - VEH &	1,500.00	87.95	87.95	5.86	1,412.05
02-5-19-651 OPERATING EXPENSES - VEHICLES	3,000.00	434.05	434.05	14.47	2,565.95
02-5-19-700 EQUIPMENT PURCHASES	8,500.00	0.00	0.00	0.00	8,500.00
TOTAL HUMANE SHELTER FUND	162,350.00	11,158.66	11,158.66	6.87	151,191.34
TOTAL EXPENDITURES	5,911,131.00	539,824.48	539,824.48	9.13	5,371,306.52
REVENUES OVER/(UNDER) EXPENDITURES	(1,667,298.00)	(125,025.87)	(125,025.87)		(1,542,272.13)

03 -STREET FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
=====		
03-106	FNBEA-STREET FUND(9910)	136.70
03-115	BANCORP-STREET FUND(0449)	47,645.11
03-130	DUE TO/FROM OTHER FUNDS	(102,977.00)
		(55,195.19)
	TOTAL ASSETS	(55,195.19)
		=====
<u>LIABILITIES</u>		
=====		
03-201	ACCOUNTS PAYABLE	5,725.55
03-236	ACCRUED WAGES	6,716.96
	TOTAL LIABILITIES	12,442.51
<u>EQUITY</u>		
=====		
03-291	BEGINNING FUND BALANCE	98,857.18
	TOTAL BEGINNING EQUITY	98,857.18
	TOTAL REVENUE	50,690.19
	TOTAL EXPENSES	71,616.35
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(20,926.16)
	(WILL CLOSE TO FUND BAL.)	(145,568.72)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(67,637.70)
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	(55,195.19)
		=====

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

03 -STREET FUND
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
STREET DEPT	<u>550,040.00</u>	<u>50,690.19</u>	<u>50,690.19</u>	<u>9.22</u>	<u>499,349.81</u>
TOTAL REVENUES	<u>550,040.00</u>	<u>50,690.19</u>	<u>50,690.19</u>	<u>9.22</u>	<u>499,349.81</u>
<u>EXPENDITURE SUMMARY</u>					
STREET DEPT	<u>986,450.00</u>	<u>71,616.35</u>	<u>71,616.35</u>	<u>7.26</u>	<u>914,833.65</u>
TOTAL EXPENDITURES	<u>986,450.00</u>	<u>71,616.35</u>	<u>71,616.35</u>	<u>7.26</u>	<u>914,833.65</u>
REVENUES OVER/(UNDER) EXPENDITURES	(436,410.00)	(20,926.16)	(20,926.16)		(415,483.84)

CITY OF OSCEOLA
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03 -STREET FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREET DEPT</u>					
03-4-06-386 STREET REVENUE TURNBACK	550,000.00	50,685.97	50,685.97	9.22	499,314.03
03-4-06-390 INTEREST INCOME	40.00	4.22	4.22	10.55	35.78
TOTAL STREET DEPT	550,040.00	50,690.19	50,690.19	9.22	499,349.81
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TOTAL REVENUES	550,040.00	50,690.19	50,690.19	9.22	499,349.81

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

03 -STREET FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>STREET DEPT</u>					
03-5-06-441 WAGES-STREET EMPLOYEES	440,000.00	32,739.29	32,739.29	7.44	407,260.71
03-5-06-455 TEMP SERVICES WAGES	50,000.00	23,908.50	23,908.50	47.82	26,091.50
03-5-06-502 PAYROLL TAX	35,200.00	2,435.55	2,435.55	6.92	32,764.45
03-5-06-503 GROUP INSURANCE	60,000.00	2,828.11	2,828.11	4.71	57,171.89
03-5-06-504 PENSION EXPENSE	9,400.00	567.50	567.50	6.04	8,832.50
03-5-06-510 TRAVEL & TRAINING EXPENSE	2,000.00	0.00	0.00	0.00	2,000.00
03-5-06-515 SAFETY SUPPLIES	2,500.00	274.08	274.08	10.96	2,225.92
03-5-06-580 UNIFORM EXPENSE	3,200.00 (	24.00) (	24.00)	0.75-	3,224.00
03-5-06-601 MATERIALS AND SUPPLIES	20,000.00	1,004.46	1,004.46	5.02	18,995.54
03-5-06-610 TELEPHONE	7,000.00	0.00	0.00	0.00	7,000.00
03-5-06-619 BUILDING EXPENSE	10,000.00	0.00	0.00	0.00	10,000.00
03-5-06-620 UTILITIES	2,900.00	359.06	359.06	12.38	2,540.94
03-5-06-630 INSURANCE	30,000.00	0.00	0.00	0.00	30,000.00
03-5-06-640 DUES, MBRSHPS & SUBSCRIPTIONS	250.00	202.09	202.09	80.84	47.91
03-5-06-648 IMMUNIZATIONS & PHYSICALS	1,000.00	0.00	0.00	0.00	1,000.00
03-5-06-650 REPAIRS & MAINTENANCE - VEH &	50,000.00	3,616.97	3,616.97	7.23	46,383.03
03-5-06-651 OPERATING EXPENSES - VEHICLES	40,000.00	2,387.75	2,387.75	5.97	37,612.25
03-5-06-700 EQUIPMENT PURCHASES	20,000.00	791.99	791.99	3.96	19,208.01
03-5-06-750 ASPHALT	82,500.00	0.00	0.00	0.00	82,500.00
03-5-06-751 GRAVEL	1,000.00	0.00	0.00	0.00	1,000.00
03-5-06-752 CULVERTS & DRAINS, ETC.	1,500.00	0.00	0.00	0.00	1,500.00
03-5-06-755 STREET PAINTING	500.00	0.00	0.00	0.00	500.00
03-5-06-756 SIGNS	2,500.00	0.00	0.00	0.00	2,500.00
03-5-06-840 DUMPING-DISPOSAL	60,000.00	0.00	0.00	0.00	60,000.00
03-5-06-895 CAPITAL LEASE PAYMENTS	45,000.00	0.00	0.00	0.00	45,000.00
03-5-06-899 MISCELLANEOUS	10,000.00	525.00	525.00	5.25	9,475.00
TOTAL STREET DEPT	986,450.00	71,616.35	71,616.35	7.26	914,833.65
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TOTAL EXPENDITURES	986,450.00	71,616.35	71,616.35	7.26	914,833.65
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(436,410.00) (20,926.16) (20,926.16)	(415,483.84)

04 -SANITATION FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<u>ASSETS</u>		
=====		
04-106	FNBEA-SANITATION FUND(9929)	2,321.92
04-107	FNBEA SANITATION	4,987.95
04-114	PREPAID INSURANCE	1,016.00
04-115	BANCORP-SANITATION FUND(9951)	46,494.95
04-130	DUE TO/FROM OTHER FUNDS	(207,838.05)
04-185	TOOLS AND EQUIPMENT	2,308,496.28
04-188	LAND PLANT SITE	47,257.70
04-189	AUTO & TRUCKS	76,896.68
04-193	WASTE TO ENERGY FACILITY	1,444,544.38
04-194	RESERVE FOR DEPR WASTE FACILIT	(2,417,981.27)
		<u>1,306,196.54</u>
	TOTAL ASSETS	1,306,196.54
		=====
<u>LIABILITIES</u>		
=====		
04-201	ACCOUNTS PAYABLE	20,783.26
04-232	COMPENSATED ABSENCES	8,923.20
04-236	ACCRUED WAGES	15,529.27
04-241	ACCRUED INTEREST PAYABLE	841.75
04-263	N/P BCS COMML GARBAGE TRUCK	147,058.67
04-267	N/P BCS KNUCKLEBOOM TRUCK	75,158.01
04-269	N/P BCS COMML ROLL-OFF	69,682.20
04-270	N/P BCS RESIDNTL GARBAGE TRUCK	114,617.92
04-272	N/P BCS JOHN DEERE BACKHOE	823.19
	TOTAL LIABILITIES	<u>453,417.47</u>
<u>EQUITY</u>		
=====		
04-290	RETAINED EARNINGS	<u>1,045,240.62</u>
	TOTAL BEGINNING EQUITY	1,045,240.62
	TOTAL REVENUE	78,885.38
	TOTAL EXPENSES	<u>72,444.97</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	6,440.41
	(WILL CLOSE TO FUND BAL.)	(198,901.96)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>852,779.07</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	1,306,196.54
		=====

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

04 -SANITATION FUND
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
SANITATION	850,050.00	69,700.26	69,700.26	8.20	780,349.74
PEST CONTROL FUND	<u>108,000.00</u>	<u>9,185.12</u>	<u>9,185.12</u>	<u>8.50</u>	<u>98,814.88</u>
TOTAL REVENUES	<u>958,050.00</u>	<u>78,885.38</u>	<u>78,885.38</u>	<u>8.23</u>	<u>879,164.62</u>
<u>EXPENDITURE SUMMARY</u>					
SANITATION	943,200.00	64,569.47	64,569.47	6.85	878,630.53
COMPOSTING DEPT	5,500.00	0.00	0.00	0.00	5,500.00
PEST CONTROL FUND	<u>85,500.00</u>	<u>7,875.50</u>	<u>7,875.50</u>	<u>9.21</u>	<u>77,624.50</u>
TOTAL EXPENDITURES	<u>1,034,200.00</u>	<u>72,444.97</u>	<u>72,444.97</u>	<u>7.00</u>	<u>961,755.03</u>
REVENUES OVER/(UNDER) EXPENDITURES	(76,150.00)	6,440.41	6,440.41		(82,590.41)

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

04 -SANITATION FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION</u>					
04-4-07-300 SALES	850,000.00	69,697.43	69,697.43	8.20	780,302.57
04-4-07-390 INTEREST INCOME	50.00	2.83	2.83	5.66	47.17
TOTAL SANITATION	<u>850,050.00</u>	<u>69,700.26</u>	<u>69,700.26</u>	<u>8.20</u>	<u>780,349.74</u>
<u>COMPOSTING DEPT</u>					
<u>PEST CONTROL FUND</u>					
04-4-20-300 SALES	108,000.00	9,185.12	9,185.12	8.50	98,814.88
TOTAL PEST CONTROL FUND	<u>108,000.00</u>	<u>9,185.12</u>	<u>9,185.12</u>	<u>8.50</u>	<u>98,814.88</u>
TOTAL REVENUES	<u>958,050.00</u>	<u>78,885.38</u>	<u>78,885.38</u>	<u>8.23</u>	<u>879,164.62</u>

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

04 -SANITATION FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SANITATION</u>					
04-5-07-451 WAGES-GARBAGE COLLECTIONS	290,000.00	29,628.69	29,628.69	10.22	260,371.31
04-5-07-455 TEMP SERVICE WAGES	45,000.00	11,303.60	11,303.60	25.12	33,696.40
04-5-07-502 PAYROLL TAX	23,200.00	2,201.57	2,201.57	9.49	20,998.43
04-5-07-503 GROUP INSURANCE	35,000.00	2,502.39	2,502.39	7.15	32,497.61
04-5-07-504 PENSION EXPENSE	10,500.00	841.82	841.82	8.02	9,658.18
04-5-07-510 TRAVEL & TRAINING EXPENSE	750.00	0.00	0.00	0.00	750.00
04-5-07-515 SAFETY SUPPLIES	5,000.00	274.08	274.08	5.48	4,725.92
04-5-07-580 UNIFORM EXPENSE	5,000.00 (	48.00) (	48.00)	0.96-	5,048.00
04-5-07-601 MATERIALS AND SUPPLIES	31,000.00	21.95	21.95	0.07	30,978.05
04-5-07-610 TELEPHONE	4,500.00	0.00	0.00	0.00	4,500.00
04-5-07-619 BUILDING EXPENSE	4,000.00	0.00	0.00	0.00	4,000.00
04-5-07-620 UTILITIES	2,500.00	114.21	114.21	4.57	2,385.79
04-5-07-630 INSURANCE	22,500.00	51.80	51.80	0.23	22,448.20
04-5-07-642 GARBAGE BAGS	20,000.00 (	1,560.00) (	1,560.00)	7.80-	21,560.00
04-5-07-647 LICENSES	1,000.00	0.00	0.00	0.00	1,000.00
04-5-07-648 IMMUNIZATIONS & PHYSICALS	250.00	0.00	0.00	0.00	250.00
04-5-07-650 REPAIRS & MAINTENANCE - VEH &	20,000.00	0.00	0.00	0.00	20,000.00
04-5-07-651 OPERATING EXPENSES - VEHICLES	35,000.00	804.42	804.42	2.30	34,195.58
04-5-07-764 DEPRECIATION EXPENSE	198,000.00	16,500.00	16,500.00	8.33	181,500.00
04-5-07-840 DUMPING-DISPOSAL	175,000.00	0.00	0.00	0.00	175,000.00
04-5-07-886 INTEREST EXPENSE	15,000.00	1,932.94	1,932.94	12.89	13,067.06
TOTAL SANITATION	943,200.00	64,569.47	64,569.47	6.85	878,630.53
<u>COMPOSTING DEPT</u>					
04-5-10-601 MATERIALS AND SUPPLIES	250.00	0.00	0.00	0.00	250.00
04-5-10-650 REPAIRS & MAINTENANCE - VEH &	5,000.00	0.00	0.00	0.00	5,000.00
04-5-10-651 OPERATING EXPENSES - VEHICLES	250.00	0.00	0.00	0.00	250.00
TOTAL COMPOSTING DEPT	5,500.00	0.00	0.00	0.00	5,500.00
<u>PEST CONTROL FUND</u>					
04-5-20-601 MATERIALS AND SUPPLIES	500.00	0.00	0.00	0.00	500.00
04-5-20-602 CHEMICALS AND SUPPLIES	85,000.00	7,875.50	7,875.50	9.27	77,124.50
TOTAL PEST CONTROL FUND	85,500.00	7,875.50	7,875.50	9.21	77,624.50
TOTAL EXPENDITURES	1,034,200.00	72,444.97	72,444.97	7.00	961,755.03
REVENUES OVER/(UNDER) EXPENDITURES	(76,150.00)	6,440.41	6,440.41	(	82,590.41)

05 -AIRPORT FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<u>ASSETS</u>			
=====			
05-101	REGIONS-AIRPORT OPERATING(680)	9,699.80	
05-105	BANCORP-AIRPORT GRANT(6248)	40,389.21	
05-130	DUE TO/FROM OTHER FUNDS	(23,629.72)	
			<u>26,459.29</u>
TOTAL ASSETS			26,459.29
			=====
<u>LIABILITIES</u>			
=====			
<u>EQUITY</u>			
=====			
05-291	BEGINNING FUND BALANCE	62,658.59	
	TOTAL BEGINNING EQUITY	62,658.59	
TOTAL REVENUE		149.71	
TOTAL EXPENSES		421.11	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(271.40)	
· (WILL CLOSE TO FUND BAL.)		(35,927.90)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>26,459.29</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			26,459.29
			=====

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

05 -AIRPORT FUND
 FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
AIRPORT	0.00	149.71	149.71	0.00	(149.71)
TOTAL REVENUES	0.00	149.71	149.71	0.00	(149.71)
<u>EXPENDITURE SUMMARY</u>					
AIRPORT	11,000.00	421.11	421.11	3.83	10,578.89
TOTAL EXPENDITURES	11,000.00	421.11	421.11	3.83	10,578.89
REVENUES OVER/(UNDER) EXPENDITURES	(11,000.00)	(271.40)	(271.40)		(10,728.60)

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

05 -AIRPORT FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>AIRPORT</u>					
05-4-09-390 INTEREST INCOME	0.00	1.72	1.72	0.00 (	1.72)
05-4-09-395 MISCELLANEOUS	0.00	147.99	147.99	0.00 (147.99)
TOTAL AIRPORT	0.00	149.71	149.71	0.00 (149.71)
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TOTAL REVENUES	0.00	149.71	149.71	0.00 (149.71)
	=====	=====	=====	=====	=====

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

05 -AIRPORT FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>AIRPORT</u>					
05-5-09-601 MATERIALS AND SUPPLIES	0.00	204.61	204.61	0.00 (	204.61)
05-5-09-619 BUILDING EXPENSE	10,500.00	0.00	0.00	0.00	10,500.00
05-5-09-620 UTILITIES	500.00	216.50	216.50	43.30	283.50
TOTAL AIRPORT	11,000.00	421.11	421.11	3.83	10,578.89
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TOTAL EXPENDITURES	11,000.00	421.11	421.11	3.83	10,578.89
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REVENUES OVER/(UNDER) EXPENDITURES	(11,000.00)	(271.40)	(271.40)	(10,728.60)

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OSCEOLA LIGHT & PO ACSC		CS# 087919999/066481613	488.00
			CS# 087919999/066481613	488.00
			CS#377659089	180.00
			CS#377659089	180.00
			COLLINS #008126025	193.00
			COLLINS #008126025	193.00
			CS#022394788	180.00
			CS#022394788	180.00
		E O C	E O C	238.00
		DEPT OF FINANCE	STATE W/H	2,169.15
			STATE W/H	1,345.65
			STATE W/H	1,912.92
			STATE W/H	0.50
		OMLP PAYROLL	OMLP PY 01/13/2022 BCS	8,211.49
			OMLP PY REG DD 01/13/2022	34,579.54
			OMLP VAC SELL BACK BCS 1/2	26,848.02
			OMLP PY BCS 01/27/2022	8,957.82
			OMLP PY REG DD 01/27/2022	34,171.44
			OMLP SICK SELLBACK BCS 1/2	276.55
		TECHLINE LTD	INV: 7050941	2,996.40
			INV: 7051908	844.80
			INV: 7051909	4,323.00
			INV: 7051910	3,883.00
			INV: 7051911	2,838.00
			INV: 7051922	1,961.31
			INV: 7051927	1,993.20
			PREVIOUS OVERPAYMENTS	12,130.26-
		CARINA TECHNOLOGY INC	INV: 4503	38.70
		COMMERCIAL COLLECTIONS	CIV 21-43 C. COOPER	248.93
			CIV 21-43 C. COOPER	248.93
		PROFESSIONAL CREDIT	NO.470CV-2013-172 L COLLIN	9.13
			NO.470CV-2013-172 L COLLIN	9.13
		MJMEUC	INV: 19592	448,043.59
			INV: 19574	1,064.00
		ENTERGY ARKANSAS INC.	INV: 2257379	31,753.00
			INV: 2257758	256.69
			PROFORMA INV: 2257801	59,573.58
		BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	5,050.46
		EFTPS	FEDERAL W/H	5,458.35
			FEDERAL W/H	3,663.35
			FEDERAL W/H	5,344.01
			FICA W/H	3,643.09
			FICA W/H	2,138.75
			FICA W/H	3,640.02
			FICA W/H	18.60
			MEDICARE W/H	852.01
			MEDICARE W/H	500.19
			MEDICARE W/H	851.28
			MEDICARE W/H	4.35
		BORDER STATES ELECTRIC SUPPLY	INV: 923414451	4,889.87
		WHOLESALE ELECTRIC SUPPLY	SERV. CHARGE REFUND	5.00-
			INV: S7478545.002	79.56
			S7530780.002	506.00
		MISSISSIPPI COUNTY ELECTRIC CORP, INC.	MCEC SERVICE NO: 2363800	849,867.72
		CORE & MAIN	INV: P717679	1,935.46
			INV: P743732	616.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INV: P748308	39.60
			CREDIT BALANCE OVERPAY	1,003.56-
			INV: P406401	682.00
			INV: P788133	92.40
			INV: P941015	3,337.51
			P318841	1,705.00
			INV: Q104182	1,218.80
			INV: Q103079	704.00
		COOPER INDUSTRIES, LLC	INV:4318	45,927.58
			TOTAL:	1,610,505.61
ELECTRIC DEPT	OSCEOLA LIGHT & PO	CAPITAL ONE	CAPITAL ONE	816.54
		BUGMOBILE OF AR INC	ELECTRIC INV; 10901202	18.70
			ELECTRIC INV; 10901203	41.80
			ELECTRIC INV; 10901771	41.80
			INV: 10901967	35.20
			INV: 10901772	18.70
		HRdirect	INV: 11099269	93.49
			INV: 11099270	93.49
		KENNEMORE HOME	INV: 140354	13.71
			INV: 140412	15.38
			INV: 140536	37.38
			INV: 140602	43.99
		NEXAIR LLC	INV: 9474002	188.27
		LEGAL SHIELD	ELECTRIC	25.90
		AMERICAN HERITAGE LIFE	ELECTRIC	270.72
			ELECTRIC	30.12
		DENVER'S LEASING INC	ELECTRIC: INV: 21145	148.51
		CITIZENS FIDELITY INS	1/7/22 ELECTRIC	81.73
		RITTER COMMUNICATIONS	INV 300805342	57.94
		METLIFE GROUP BENEFITS	METSUP - ELECTRIC	137.21
		O'REILLY AUTO STORES INC	INV: 270516	195.48
			INV: 270105	12.14
			INV: 269997	69.83
			INV: 269896	4.39
			INV: 269897	5.92
			INV: 269904	8.12
			INV: 269272	65.13
			INV: 270789	123.11
		DELTA DENTAL	ELECTRIC	559.22
			ELECTRIC	559.22
		FIRST NATIONAL BANK	DOC PREP FEE ON LOAN 4524	295.00
			L-O-CRED CHARGE LOAN 4524	10,000.00
		DELTA VISION	ELECTRIC	127.96
			ELECTRIC	127.96
		EFTPS	FICA W/H	1,671.21
			FICA W/H	922.15
			FICA W/H	1,715.98
			MEDICARE W/H	390.85
			MEDICARE W/H	215.67
			MEDICARE W/H	401.32
		AT#T	AT#T	105.47
			AT#T	115.46
		WHOLESALE ELECTRIC SUPPLY	S731603.001	231.00
		PRODUCTIVITY PLUS ACCOUNT	INV: 33191	5.77
		WEX FLEET UNIVERSAL	INV: 77327296	303.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BAYIRD DODGE OF PARAGOULD	6090796 R/O 2011 RAM	4,552.76
			(PRE-INV) R/O 6090964	500.54
		BLACK HILLS ENERGY	OMLP 3160605542 (01/06/22)	83.22
			OMLP 3160605542 (01/06/22)	118.40
			OMLP 3160 9353 97 (12/07/2	506.25
			OMLP 3160 9353 97 (01/06/2	654.69
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	ELECTRIC	7,462.50
		YIG ADMINISTRATION	ELECTRIC	89.88
			ELECTRIC	89.88
			ELECTRIC	89.88
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	178.09
		RITZ SAFETY	INV: 45303	454.94
			INV: 31033	168.89-
		NAPA AUTO PARTS	INV: 103209	30.72
		INTERSTATE BILLING SERVICE, INC	ELECTRIC STATEMENT 12/31/	3,160.80
			TOTAL:	38,246.33
WATER DEPT	OSCEOLA LIGHT & PO	CAPITAL ONE	CAPITAL ONE	472.96
		NORTHERN SAFETY CO INC	INV: 904636984	987.36
			INV: 904638411	24.02
		HRdirect	INV: 11099274	93.49
		KENNEMORE HOME	INV: 140584	64.90
		LEGAL SHIELD	WATER	35.90
		AMERICAN HERITAGE LIFE	WATER	32.32
		DENVER'S LEASING INC	ELECTRIC: INV: 20928	148.51
		METLIFE GROUP BENEFITS	METSUP - WATER	27.78
		O'REILLY AUTO STORES INC	1183273426	211.07
			1183273779	17.02
		DELTA DENTAL	WATER	117.38
			WATER	117.38
		APF FBO TEMPS PLUS	WATER (INV. 5245086)	672.00
			WATER INV: 5245321	537.60
			WATER INV: 5248997	2,800.00
			WATER INV: 5251602	2,321.20
			INV: 5253869	2,400.60
			WATER/SEWER TEMP	2,699.90
			INV: 5257431	1,991.36
		COOPERS APPLIANCE	INV: 4060	148.50
		DELTA VISION	WATER	14.74
			WATER	14.74
		EFTPS	FICA W/H	696.71
			FICA W/H	218.41
			FICA W/H	600.66
			MEDICARE W/H	162.94
			MEDICARE W/H	51.08
			MEDICARE W/H	140.47
		AT#T	AT#T	73.27
		ARK. RURAL WATER ASSOCIATION	WATER ARWA DUES	900.00
		ADEQ-WATER DIVISION	ADEQ LIC FOR B. HAYNES	50.00
		WEX FLEET UNIVERSAL	INV: 77291154	78.67
			INV: 77287603	275.18
		BLACK HILLS ENERGY	12/06/21 BILLING	45.46
			1/06/22 BILLING	78.23
			WATER 12/07 BILLS	42.34
			WATER 01/06/22 BILL	41.13
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	WATER	2,295.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		YIG ADMINISTRATION	WATER	45.94
			WATER	45.94
			WATER	45.94
		CORE & MAIN	INV: P941043	266.20
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	97.14
		BRENNTAG MID-SOUTH, INC.	INV: BMS34178	4,588.98
			INV: BMS53597	1,369.00
			INV: BMS51546	4,536.98
			TOTAL:	32,696.40
SEWER DEPT	OSCEOLA LIGHT & PO SCRUGGS EQUIPMENT CO		INV: 36642	481.41
			WATER INV: 36673	199.58
		CAPITAL ONE	CAPITAL ONE	87.92
		NORTHERN SAFETY CO INC	INV: 904636983	219.21
		MID SOUTH SALES	INV: 675110	806.07
		FOUNTAIN PLUMBING	INV: 46430	155.16
			INV: 46459	39.11
			INV: 46467	68.93
			INV: 46504	324.82
		MCEC	SEWER 11/22 TO 12/27	89.24
		HRdirect	INV: 11099276	93.49
		TENCARVA MACHINERY COMPANY	INV: 925965	194.55
		LEGAL SHIELD	SEWER	116.65
		VULCAN MATERIALS COMPANY	WATER INV: 51083259	1,513.62
		J.R. STEWART PUMP & EQUIPMENT, INC.	INV: 35596	4,006.60
			INV: 35601	1,102.42
			INV: 35604	1,985.53
		AMERICAN HERITAGE LIFE	SEWER	29.84
			SEWER	206.48
		DELTA DENTAL	SEWER	172.14
			SEWER	172.14
		DELTA VISION	SEWER	36.30
			SEWER	36.30
		ENTERGY	INV: 440002856600	69.67
			INV: 185006556397	35.14
		POWERPLAN	INV REF: 26-12729	766.92
		EFTPS	FICA W/H	489.83
			FICA W/H	422.00
			FICA W/H	523.72
			MEDICARE W/H	114.56
			MEDICARE W/H	98.69
			MEDICARE W/H	122.49
		THE GLASS SHOP	SEWER - WORK ORD/INV: 1720	346.50
		ARK. RURAL WATER ASSOCIATION	WATER ARWA DONATION	25.00
		WAYPOINT ANALYTICAL	W/WATER INV: 1180814	525.00
		BLACK HILLS ENERGY	1329 COUNTRY CLUB RD - DEC	31.35
			1329 COUNTRY CLUB RD - DEC	29.63
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	SEWER	1,230.00
		YIG ADMINISTRATION	SEWER	44.83
			SEWER	44.83
			SEWER	44.83
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	97.14
		NAPA AUTO PARTS	INV: 097503	38.36
		BOB'S AUTO CENTER, LLC	INV; 2272	313.45
		GUARANTEE POWER SERVICE, LLC	INV: 2204	1,771.70
			TOTAL:	19,323.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATION	OSCEOLA LIGHT & PO	CAPITAL ONE	CAPITAL ONE	130.45
		HENDERSON HEAT & AIR	INV: 2657	125.00
			INV: 2674	123.00
		UNITED PARCEL SERVICE	OMLP INV:E51641501	101.55
			OMLP INV:E51641022	227.97
		ARKANSAS MUNICIPAL POWER ASSOCIATION	INV: 1858	513.37
			INV: 1844 - YEARLY MEMBERS	150.00
		THOMAS SPEIGHT & NOBLE	DEC. STATEMENT	8,880.00
		LEGAL SHIELD	ADMIN-OMLP	33.90
		NEA BAPTIST CLINIC C/O OCC MED	ADMIN	45.00
		CHAMBER OF COMMERCE	4TH QUARTERLY PYMT OF 2021	5,000.00
			UTILITY CREDIT	1,125.00
			HERITAGE MUSIC TOURISM	1,250.00
		U.S. POSTAL SERVICE	U.S. POSTAL SERVICE	510.77
			U.S. POSTAL SERVICE	401.72
		KENNEMORE-WILSON AGENCY LLC	KENNEMORE-WILSON AGENCY LL	100.00
		AMERICAN HERITAGE LIFE	ADMIN-OMLP	19.92
			ADMIN-OMLP	47.64
		CITIZENS FIDELITY INS	1/7/22 ADMIN	9.62
		AUTOZONE	BATTERY CORES (3)	33.00
		METLIFE GROUP BENEFITS	METSUP - ADMIN-OMLP	75.33
			METSUP - ADMIN (CREDIT)	114.98-
		DELTA DENTAL	ADMIN-OMLP	131.16
			ADMIN-OMLP	176.68
		TYLER TECHNOLOGIES	INV: 025-357966	10,568.09
		GREATAMERICA LEASING CORP	GREATAMERICA LEASING CORP	503.80
			GREATAMERICA LEASING CORP	126.51
		QUADIENT FINANCE USA, INC	12/12/21 POSTAGE PURCHASE	2,130.00
		ARKANSAS ONE-CALL SYSTEM INC	INV: 458308-IN	82.93
		SECURE ON SITE	INV: 17419	75.00
		MCCLELLAND CONSULTING ENGINEERS	INV: 215916-001	2,046.62
		BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	629.85
		DELTA VISION	ADMIN-OMLP	31.84
			ADMIN-OMLP	44.04
		RISK ASSESSMENT GROUP	INV: 535671	523.00
		EFTPS	FICA W/H	785.34
			FICA W/H	576.19
			FICA W/H	799.66
			FICA W/H	18.60
			MEDICARE W/H	183.66
			MEDICARE W/H	134.75
			MEDICARE W/H	187.00
			MEDICARE W/H	4.35
		OSCEOLA PRINTING & OFFICE SUPPLY	OSCEOLA PRINTING & OFFICE	1,815.00
			INV: 1395	73.70
		CONCORD PUBLISHING HOUSE	ORDER 1510795	252.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	ADMIN-OMLP	3,990.00
		YIG ADMINISTRATION	ADMIN-OMLP	67.30
			ADMIN-OMLP	67.30
			ADMIN-OMLP	59.81
		JONES SERVICE GROUP, INC.	INV: 2125	675.00
			INV: 2208	660.00
			INV: 2227	660.00
			INV: 2245	825.00
		VISA	VISA	60.75
		NAPA AUTO PARTS	SERVICE CHARGE	7.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALLY IT	CITY INV: 24554	2,761.00
		XMC	INV: 23AR846074	263.99
			TOTAL:	50,785.56
NON-DEPARTMENTAL	CITY GENERAL FUND	ACSC	CS# 753128700 C NEWELL	232.00
			CS# 753128700 C NEWELL	232.00
			N.MOODY CS# 638974059	234.00
			N.MOODY CS# 638974059	234.00
			CASE# 418593212 J. RINEY	210.00
			CASE# 418593212 J. RINEY	210.00
			CS#893240601 N MOODY	200.00
			CS#893240601 N MOODY	200.00
			K.KEY CASE#751055322	144.00
			K.KEY CASE#751055322	144.00
			CS# 594189372	63.69
			CS# 594189372	63.69
			CS# 908264349 C MILLER	216.00
			CS# 908264349 C MILLER	216.00
			CASE#058477764 K.KEY	100.00
			CASE#058477764 K.KEY	100.00
		OSCEOLA FIRE DEPT	FIREMAN FUND	206.29
			FIREMAN FUND	132.68
		DEPT OF FINANCE	STATE W/H	5,690.91
			STATE W/H	285.02
			STATE W/H	1,490.66
			STATE W/H	4,688.09
			STATE W/H	15.94
		CITY GENERAL FUND	CITY GENERAL FUND	100,000.00
			CITY GENERAL FUND	100,000.00
		CITY PAYROLL	MACKENSEY REIMBURSE 12/30	620.45
			CITY PY BCS 01/13/2022	12,374.85
			CITY PY 01/13/2022 REG DD	96,249.00
			ELECTED OFF BCS 01/25/2022	1,437.36
			ELECTED OFF REG DD 01/25/2	6,969.41
			CITY RETIREE PY REG DD 1/2	3,816.05
			CITY VAC SELLBACK BCS 1/27	31,766.04
			CITY PY BCS 01/27/2022	12,628.85
			CITY PY REG DD 01/27/2022	92,895.89
			CITY VAC. SELLBACK BCS 1/2	763.49
		EFTPS	FEDERAL W/H	13,050.82
			FEDERAL W/H	1,106.21
			FEDERAL W/H	3,995.30
			FEDERAL W/H	12,104.76
			FICA W/H	7,271.38
			FICA W/H	660.43
			FICA W/H	2,007.08
			FICA W/H	7,157.77
			FICA W/H	52.33
			MEDICARE W/H	2,106.35
			MEDICARE W/H	154.45
			MEDICARE W/H	577.65
			MEDICARE W/H	2,023.13
			MEDICARE W/H	12.24
		OSCEOLA CULTURAL CIVIC CENTER	OSCEOLA CULTURAL CIVIC CEN	5,000.00
			TOTAL:	532,110.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATION	CITY GENERAL FUND	CAPITAL ONE	CAPITAL ONE	229.72
			CAPITAL ONE	51.98
		BUGMOBILE OF AR INC	FIRE INV: 10901081	148.50
			INV: 10901706	105.60
			OPAR CC INV: 10902178	41.80
		QUILL CORP	INV: 10340886	53.88
			INV: 12939597	304.45
			INV: 12942400	246.26
			INV: 20994756	739.68
			INV: 21067382	197.90
			INV: 21046271	9.23
			INV: 21368531	355.23
			INV: 21463977	46.95
			INV: 21511229	781.54
			INV: 21488377	37.92
			INV: 21776848	43.98
			INV: 21870787	185.10
		HRdirect	INV: 11099265	93.49
		KENNEMORE HOME	INV: 140402	23.07
		SEMINOLE CONTRACTING CO	9/20/2021 CARPET SR. CENTE	1,144.00
			INV 12/09/2021	380.00
		RAZORBACK CLEANERS	TABLECLOTH CLEANING	128.60
		AR DEMOCRAT GAZETTE	AR DEMOCRAT GAZETTE	432.00
			INV: 3254748	111.47
		DEVER & HINSON SIGNS	CHAM HDAY SIGN	552.50
		AMERICAN HERITAGE LIFE	RETIREEES	218.88
			FIRE PENSION	75.68
			FIRE PENSION	44.16
		PROTECTIVE LIFE AGENT FOR	FIRE (HENDERSON)	18.64
		DELTA DENTAL	ELECTED - CITY	137.96
			RETIREE - CITY	723.70
			COBRA	58.08
			ELECTED	137.96
			RETIREE	665.62
			COBRA	58.08
		MAIN STREET OSCEOLA, INC	1/2 ARTWORK (SEALS PROJ)	1,300.00
			LUCABOND INST. (SEALS PROJ)	3,750.00
			SIGN INST. (SEALS PROJ)	7,400.00
			LED\STAGE (SEALS PROJ)	1,435.00
			SIGNAGE (SEALS PROJ)	745.00
			LIGHTING/ELEC (SEALS PROJ)	143.52
		DELTA VISION	ELECTED - CITY	38.18
			RETIREE - CITY	200.22
			COBRA	11.72
			ELECTED	38.18
			RETIREE	182.64
			COBRA	11.72
		AT&T	AT&T	1,542.75
		EAST ARKANSAS PLANNING & DEVELOPMENT	INV: 010622-86 (1/6/22)	697.60
		SILENT SECURITY, INC.	INV: 54546, 54543	396.00
			ACTUAL INV: 54543	264.00
		EFTPS	FICA W/H	17.53
			FICA W/H	660.43
			MEDICARE W/H	4.10
			MEDICARE W/H	154.45
		JOE HARRIS JR., TRUCKING INC.	INV: 6816 - DEMOLITION	11,220.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MUNICIPAL LEAGUE LEGAL DEFENSE PROGRAM	MORENS VS. DAKOTA DUNKIN	500.00
		PRODUCTIVITY PLUS ACCOUNT	FINANCE AND INTEREST CHARG	21.47
		MAYOR SALLY WILSON	IN-TOWN TRAVEL	1,905.12
			OUT OF TOWN TRAVEL	446.88
		BLACK HILLS ENERGY	CITY HALL 2370 10269 74	943.44
			ACCT: 2370102674	1,265.04
		DELTA CREATIVE	DELTA CREATIVE	800.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	ELECTED	1,912.50
			RETIRED	3,060.00
		YIG ADMINISTRATION	ELECTED	44.94
			ELECTED	44.94
			ELECTED	44.94
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	16.19
		VISA	VISA	390.69
			VISA	32.95
			VISA	25.61
		BARCLAYS	LANDGLIDE ANNUAL SUBSCRIP	99.99
			CHOCO FOR PARADE	51.61
			BLUEPRINTS	22.25
			MICROWAVE - COSTON BLD	171.18
			NLC - REGISTRATION	495.00
			AMAZON PRIME - ZOOM TV	14.29
		PARMAN ENERGY GROUP	PARMAN ENERGY GROUP	37,367.15
		AR DIV OF WORKFORCE SERVICES	OMLP ADV. PMT. DWS: 16529	146.00
			ADMIN ADV. PMT. DWS: 16528	34.00
		DAVID BURNETT	DAVID BURNETT	1,675.00
		HASTINGS LAWN SERVICE	INV: 1267	300.00
		ARKANSAS DEPARTMENT OF ENERGY ENVIRONM	ARKANSAS DEPARTMENT OF ENE	50.00
		ABPG	INV: 2021-67291	1,720.00
		EMC LABS, INC	EMC LABS, INC	78.00
			TOTAL:	92,475.83
POLICE DEPT	CITY GENERAL FUND	H & H BUSINESS MACHINES	INV: 140640	247.50
			INV: 140653	1,188.14
			INV: 140682	77.00
			INV: 140738	153.21
			INV: 140827 (DISPATCH)	110.51
			INV: 140828 (RECORDS)	137.59
			INV: 140941	1,234.42
			INV: 141027 (DISPATCH)	112.95
			INV: 141028 (RECORDS)	110.00
		QUILL CORP	INV: 15151976 - SPLIT (1)	791.99
			INV: 21721122	122.84
		HAWKS USED CARS & AUTO	INV: 91105	37.35
			INV: 91250	37.35
		HRdirect	INV: 11099271	93.49
		GALLS, LLC	INV: 17221978	895.13
			INV: 19552823	929.29
			INV: 19552823	82.39-
			19552824	396.03
			19552827	905.12
			INV; 19552828	905.12
			INV; 19695964	216.95
			INV: 19498757	59.66
			INV: 19498757 - CREDIT	59.66-
			INV: 19498760	23.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INV: 19498760- CREDIT	23.65-
			INV: 19519853	108.50
			INV: 19519853 - CREDIT	108.50-
			INV: 19552825	24.17
			INV: 19552825 -CREDIT	24.17-
			INV: 19552826	24.17
			INV: 19552826 - CREDIT	24.17-
			INV: 19552830	23.65
			INV: 19552830 - CREDIT	23.65-
			INV: 19552831	113.90
			INV: 19552831 - CREDIT	113.90-
			INV: 19695965	86.78
			INV: 19695965 - CREDIT	86.78-
			INV: 19695967	23.65
			INV: 19695967 - CREDIT	23.65-
			INV: 19946272	86.78
			INV: 19946272 - CREDIT	86.78-
			INV: 19989495	9.26
			INV: 19989495 - CREDIT	9.26-
			INV: 20048201	25.59
			INV: 20048201 - CREDIT	25.59-
			INV: 19840191	278.80
			INV: 19851059	189.82
			INV: 19851060	119.32
			INV: 19857856	280.54
			INV: 19939449	141.70
			INV: 19955403	111.48
			INV: 20051194	151.88
			INV: 20158494	178.50
		AR CRIME INFO CENTER	INV: 18722408 (NOV. 2021)	93.35
			INV: 18725628 (DEC, 2021)	96.08
		SYSCO MEMPHIS, LLC	INV: 134398881	152.72
			INV: 134398880	2,278.86
		PEGGY MEATTE, COUNTY TREASURER	PEGGY MEATTE, COUNTY TREAS	7,090.13
			PEGGY MEATTE, COUNTY TREAS	7,090.13
		LEGAL SHIELD	POLICE	341.20
		NEA BAPTIST CLINIC C/O OCC MED	POLICE	180.00
		DEPT OF FINANCE & ADMIN	DEPT OF FINANCE & ADMIN	6,211.00
			DEPT OF FINANCE & ADMIN	524.74
			DEPT OF FINANCE & ADMIN	1,161.27
			COURT TECH FEE	225.00
			DEPT OF FINANCE & ADMIN	3,815.94
			DEPT OF FINANCE & ADMIN	1,810.97
			DEPT OF FINANCE & ADMIN	285.30
			DEPT OF FINANCE & ADMIN	1,103.67
			DEPT OF FINANCE & ADMIN	90.00
			DEPT OF FINANCE & ADMIN	3,311.00
		AMERICAN HERITAGE LIFE	POLICE	373.16
		LAW ENFORCEMENT SYSTEMS	INV: 215517	726.00
		CITIZENS FIDELITY INS	1/7/22 OPD	62.00
		AUTOZONE	INV: 2396008108	15.17
		AT&T LONG DISTANCE	AT&T LONG DISTANCE	352.59
		LEXISNEXIS RISK DATA MANAGEMENT	INV: 1258434-20211231	33.00
			UNAPPLIED CASH (PREV. OVPT	2.00-
		ARKANSAS STATE TREASURY	ARKANSAS STATE TREASURY	120.00
			ARKANSAS STATE TREASURY	200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ARKANSAS STATE TREASURY	25.00
			ARKANSAS STATE TREASURY	120.90
		RITTER COMMUNICATIONS	POLICE INV: 500362178	170.95
		METLIFE GROUP BENEFITS	METSUP - POLICE	119.19
		DELTA DENTAL	POLICE	724.60
			POLICE	762.10
		SECURE ON SITE	POLICE INV: 17417	75.00
		DELTA VISION	POLICE	159.38
			POLICE	173.94
		AT&T	AT&T	867.14
		EFTPS	FICA W/H	3,145.00
			FICA W/H	73.48
			FICA W/H	3,109.18
			MEDICARE W/H	735.51
			MEDICARE W/H	17.18
			MEDICARE W/H	727.16
		OSCEOLA PRINTING & OFFICE SUPPLY	INV: 1391	187.00
		RITTER COMMUNICATIONS	OPD INV: 30730194	162.75
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	POLICE	9,127.50
		YIG ADMINISTRATION	POLICE	180.76
			POLICE	180.76
			POLICE	195.74
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	517.48
		VISA	VISA	267.66
		QUEST DIAGNOSTIC	POLICE PHYSICALS	451.73
			OPD (2 GUYS) SEE STUB	470.86
		ALLY IT	CITY INV: 24536	165.00
		BOB'S AUTO CENTER, LLC	INV: 1721	58.25
			INV: 2115	56.60
			INV: 2141	63.75
			INV: 2283	366.83
			INV: 2289	217.73
			POLICE DEC. INVS - SEE STU	22.00
		BRAD WILLIAMS - PSYCHOLOGICAL SERVICES	INV: 1322 - JAN. 14, 2022	95.00
			TOTAL:	71,606.02
FIRE DEPT	CITY GENERAL FUND	CAPITAL ONE	CAPITAL ONE	752.92
		BUGMOBILE OF AR INC	FIRE INV: 10901845	82.50
		HRdirect	INV: 11099266	93.49
			INV: 11099267	93.49
		KENNEMORE HOME	INV: 140357	38.72
			INV: 140580	37.38
			INV: 140446	77.34
			INV: 140366	26.03
		LEGAL SHIELD	FIRE	260.10
		NEA BAPTIST CLINIC C/O OCC MED	FIRE	236.00
		AMERICAN HERITAGE LIFE	FIRE	235.56
		DENVER'S LEASING INC	FIRE INVS: 20927	148.51
			FIRE INVS: 21144	148.51
		CITIZENS FIDELITY INS	1/7/22 OFD	37.59
		AUTOZONE	INV: 2396996936	176.20
			INV: 2396006985	129.42
			INV: 2396007067	16.60
			INV: 2396010494	363.64
			INV: 2396010496	182.69
			INV: 2396010512	275.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RITTER COMMUNICATIONS	INV: 201161060	79.98
			FIRE INV: 201174303	79.98
		METLIFE GROUP BENEFITS	METSUP - FIRE	111.79-
		O'REILLY AUTO STORES INC	INV: 1183271710	120.89
			INV: 1183272231	24.19
			INV: 1183272446	10.44
			INV: 1183272614	52.78
			INV: 1183273040	13.95
			INV: 1183273219	27.79
			INV: 1183273232	26.24
		DELTA DENTAL	FIRE	486.04
			FIRE	440.80
		JONESBORO ROOFING CO INC.	INV: 30671 - 70% OF INVOIC	62,934.20
			INV: 30671 - 30% OF INVOIC	26,971.80
		COOPERS APPLIANCE	INV: 4051	71.50
		DELTA VISION	FIRE	89.94
			FIRE	79.28
		AT&T	AT&T	259.83
		EFTPS	FICA W/H	311.31
			FICA W/H	18.60
			FICA W/H	219.90
			MEDICARE W/H	478.67
			MEDICARE W/H	112.59
			MEDICARE W/H	400.58
		MUNICIPAL EMERGENCY SERVICES	INV: IN1665763	333.30
		BLACK HILLS ENERGY	ACCOUNT: 3057 3803 32	504.68
			FIRE ACCT: 3058 0856 07	64.36
			1/06/22	501.70
			FIRE 3058 0856 07 (01/06/2	65.27
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	FIRE	2,977.50
		YIG ADMINISTRATION	FIRE	104.86
			FIRE	104.86
			FIRE	97.37
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	32.38
		NAFECO	INV; 1117897	381.74
		NAPA AUTO PARTS	INV: 53-101918	14.35
			INV: 53-102259	58.53
			INV: 53-102234	641.97
		EMERGENCY VEHICLE SPECIALISTS	INV: 153344	340.50
			INV: 153484	333.74
			INV: 153485	66.00
			INV: 153629	218.80
			INV: 377923	725.51
		QUEST DIAGNOSTIC	FIRE PHYSICAL	239.67
			FIRE (SPATES) 2856, 2857,	283.18
			FIRE (2 GUYS) SEE STUB	259.67
		ZACK ROBINSON	RE-IMBURSEMENT - UNIFORM	35.79
			TOTAL:	104,997.00
PARKS & RECREATION DEP CITY GENERAL FUND		CAPITAL ONE	CAPITAL ONE	835.46
		HILL MANUFACTURING	INV: 109896	383.94
		BUGMOBILE OF AR INC	OPAR CC INV: 10902215	57.20
		FOUNTAIN PLUMBING	INV: 21101404	596.80
			INV: 21102003	135.00
			INV: 21110903	229.38
			INV: 21121404	120.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HRdirect	INV: 11099273	93.49
		SPORTS HALL	INV: 4241	412.05
			INV: 4242	265.13
			INV: 4244	379.02
			INV: 4245	230.95
			INV: 4246	339.24
			INV: 4252	99.35
			INV: 4253	413.27
			INV: 4254	528.19
			INV: 4257	488.37
			INV: 4228	337.03
			INV: 4229	286.20
			INV: 4230	283.99
			INV: 4231	283.99
			INV: 4250	113.82
			UNAPPLIED CASH	1,949.47-
			INV: 4258	507.20
			INV: 4259	537.03
			INV: 4260	421.01
			INV: 4261	209.95
			INV: 4262	478.47
			INV: 4263	394.40
			INV: 4264	211.06
			INV: 4265	537.03
			INV: 4266	421.01
			UNAPPLIED CASH	1,447.17-
		LEGAL SHIELD	OPAR	78.75
		NEA BAPTIST CLINIC C/O OCC MED	OPAR	45.00
		DEVER & HINSON SIGNS	INV: 1036 - KENNEMORE SIGN	13,864.32
		LADD'S	INV: 01-221967	2,074.22
			INV: 01-221969	1,054.93
		AMERICAN HERITAGE LIFE	OPAR	202.72
		CITIZENS FIDELITY INS	1/7/22 OPAR	104.08
		RITTER COMMUNICATIONS	OPAR INV: 201166993	109.34
			OPAR INV: 201159593	284.52
			OPAR INV: 201172045	270.52
			INV: 201177983	104.85
		METLIFE GROUP BENEFITS	METSUP - OPAR	75.04
		O'REILLY AUTO STORES INC	INV: 1183269406	102.78
			INV: 1183270000	46.16
		DELTA DENTAL	OPAR	261.40
			OPAR	261.40
		PNC EQUIPMENT FINANCE	PNC EQUIPMENT FINANCE	979.00
			PNC EQUIPMENT FINANCE	979.00
		2XL CORPORATION	INV: 412974	294.35
		DELTA VISION	OPAR	63.48
			OPAR	63.48
		SILENT SECURITY, INC.	OPAR INV: 54544 FIELD ONE	396.00
			OPAR INV: 54545 FIELD TWO	396.00
		EFTPS	FICA W/H	710.69
			FICA W/H	639.95
			FICA W/H	749.74
			MEDICARE W/H	166.19
			MEDICARE W/H	149.67
			MEDICARE W/H	175.34
		WEX FLEET UNIVERSAL	NOV. INVOICE 76381652	581.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			NOV. INVOICE 77346187	694.01
		BLACK HILLS ENERGY	COMMUNITY CENTER	1,241.32
			ROSENWALD/SR. CENTER	467.01
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	OPAR	3,690.00
		YIG ADMINISTRATION	OPAR	44.94
			OPAR	44.94
			OPAR	44.94
		CORINTH COCA-COLA BOTTLING WORKS	INV: 535860	394.50
			INVS: 535860	395.40
			INVS: 538718,	395.40
			INVS: 541708	425.81
			INV: 542941	212.91
		MICHAEL W. GODSEY	WORK FOR OPAR - BREAKER RE	162.36
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	64.76
		VISA	VISA	93.95
		ARKANSAS FITNESS REPAIR	INV: 439556	161.71
		BOB'S AUTO CENTER, LLC	OPAR INV: 2174	413.00
			OPAR INV: 2198	33.00
		HUNTINGTON	INV: 7430900	1,030.80
		CACHE ROBINSON	REFUND FOR MEMBERSHIP	90.00
		AMERICAN AED	INV: 100806	1,075.00
			TOTAL:	43,692.94
MUNICIPAL COURT	CITY GENERAL FUND	H & H BUSINESS MACHINES	INV: 139889	144.94
			INV: 139906	24.19
			INV: 140169	132.53
			INV: 140398	282.06
			INV: 140484	57.34
			INV: 140622	171.17
			INV: 140670	125.38
		DEPT OF FINANCE & ADMIN	DEPT OF FINANCE & ADMIN	2,443.75
		ARKANSAS DISTRICT JUDGES COUNCIL	ARKANSAS DISTRICT JUDGES C	225.00
		METLIFE GROUP BENEFITS	METSUP - COURT	20.84
		DELTA DENTAL	COURT	59.30
			COURT	59.30
		DELTA VISION	COURT	14.74
			COURT	14.74
		EFTPS	FICA W/H	233.32
			FICA W/H	18.60
			FICA W/H	233.32
			MEDICARE W/H	54.56
			MEDICARE W/H	4.35
			MEDICARE W/H	54.56
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	COURT	1,230.00
		YIG ADMINISTRATION	COURT	14.98
			COURT	14.98
			COURT	14.98
			TOTAL:	5,648.93
JAIL DEPARTMENT	CITY GENERAL FUND	H & H BUSINESS MACHINES	INV: 140760	223.96
			INV: 140941	359.58
		CAPITAL ONE	CAPITAL ONE	335.53
			CAPITAL ONE	235.57
		BUGMOBILE OF AR INC	POLICE INV: 10901688	187.00
			INV: 10901756	30.25
			INV: 10902078	30.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HENDERSON HEAT & AIR	INV: 2666	273.26
			INV: 2668	149.38
		FOUNTAIN PLUMBING	INV: 46434	41.78
			INV: 21121302	220.47
			INV: 46485	181.36
			INV: 21121401	150.00
			INV: 46515	108.41
		ERVIN ENTERPRISE	INV: 5172	24.79
			INV: 4966	24.80
		SYSKO MEMPHIS, LLC	INV: 134352818	264.58
			INV: 134362310	318.90
			INV: 134371381	202.32
			INV: 134377110	501.79
			INV: 134389878	951.60
			INV: 134352817	1,624.60
			INV: 134362309	1,630.89
			INV: 134371380	1,699.49
			INV: 134377109	1,638.47
			INV: 134389877	1,692.43
			INV: 314407952	158.39
			INV: 314416272	161.62
			INV: 314432853	306.68
			INV: 314407950	1,878.73
			INV: 314416271	2,015.82
			INV: 314432851	1,663.74
			INV: 314422755	1,878.73
			INV: 314441512	1,663.44
			UNAPPLIED CREDIT	538.10-
		AMERICAN HERITAGE LIFE	JAIL	59.80
		METLIFE GROUP BENEFITS	METSUP - JAIL	22.13
		DELTA DENTAL	JAIL	135.52
			JAIL	135.52
		ECOLAB	INV: 6265360875	99.00
		DELTA VISION	JAIL	38.18
			JAIL	38.18
		EFTPS	FICA W/H	752.35
			FICA W/H	18.60
			FICA W/H	743.09
			MEDICARE W/H	175.95
			MEDICARE W/H	4.35
			MEDICARE W/H	173.79
		BLACK HILLS ENERGY	12/07 BILLING	201.18
			01/06/22 BILLING	372.86
		MISSISSIPPI COUNTY SHERIFF'S DEPT	MISSISSIPPI COUNTY SHERIFF	110.00
			INV: 15TH NOVEMBER, 2021	440.00
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	JAIL	3,060.00
		YIG ADMINISTRATION	JAIL	59.92
			JAIL	59.92
			JAIL	59.92
		QUEST DIAGNOSTIC	JAIL PHYSICALS	187.68
		HILAND DAIRY FOODS	POLICE INV: 5462426	128.17
			POLICE INV: 5462493	124.89
			POLICE INV: 5462557	128.17
		PROCARE MEDICAL SUPPLIES	INV: 5092552	597.50
			TOTAL:	30,217.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
CODE ENFORCEMENT	CITY GENERAL FUND	HAWKS USED CARS & AUTO	INV: 91282	16.50		
		NEA BAPTIST CLINIC C/O OCC MED	CODE ENF - DRUG TESTING	90.00		
		DELTA DENTAL	CODE ENF	59.30		
			CODE ENF	59.30		
		DELTA VISION	CODE ENF	14.74		
			CODE ENF	14.74		
		EFTPS	FICA W/H	355.40		
			FICA W/H	43.40		
			FICA W/H	375.55		
			MEDICARE W/H	83.11		
			MEDICARE W/H	10.15		
			MEDICARE W/H	87.82		
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	CODE ENF	1,147.50		
		VISA	VISA	66.42		
		iWORKQ	iWORKQ	2,950.00		
			iWORKQ	2,500.00		
			TOTAL:	7,873.93		
		GOLF COURSE FUND	CITY GENERAL FUND	CAPITAL ONE	CAPITAL ONE	372.04
				BUGMOBILE OF AR INC	GOLF INVS: 10901687	181.50
					GOLF INVS: 10902217	71.50
HRdirect	INV: 11099268			93.49		
KENNEMORE HOME	INV: 140403			108.33		
RITTER COMMUNICATIONS	GOLF INV: 102231100			212.02		
DELTA DENTAL	GOLF			38.72		
	GOLF			38.72		
DELTA VISION	GOLF			14.74		
	GOLF			14.74		
CALLAWAY	INV: 933176213			88.14		
	INV: 933307237			116.73		
	INV: 933763053			115.98		
	INV: 933780040			116.49		
	FINANCE CHARGE			6.00		
EFTPS	FICA W/H			202.48		
	FICA W/H			92.62		
	FICA W/H			202.48		
	MEDICARE W/H			47.35		
	MEDICARE W/H			21.66		
	MEDICARE W/H			47.35		
PRODUCTIVITY PLUS ACCOUNT	INV: 9037"O"			617.03		
	INV: 31365			121.00		
	INV: 9189"O"			99.22		
	INV: 33216			221.26		
WEX FLEET UNIVERSAL	INV: 77319796			79.81		
SRIXON/ CLEVELAND GOLF /XXIO	INV: 6713141			859.24		
	INV: 6712154			478.00		
MUNICIPAL HEALTH BENEFIT FUND PREMIUM	GOLF			765.00		
YIG ADMINISTRATION	GOLF			14.98		
	GOLF	14.98				
	GOLF	14.98				
VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	16.19				
	TOTAL:	5,504.77				
ANIMAL CONTROL FUND	CITY GENERAL FUND	CAPITAL ONE	CAPITAL ONE	859.92		
		BUGMOBILE OF AR INC	INV: 10901963	83.60		
		HAWKS USED CARS & AUTO	SHELTER INV: 90992	32.95		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SHELTER INV: 90992	55.00
		HRdirect	INV: 11099272	93.49
		KENNEMORE HOME	INV: 140420	63.23
			INV: 140495	30.55
			INV: 140502	161.37
		OSCEOLA ANIMAL CLINIC	INV: 22385	79.75
			INV: 22392	39.75
			INV: 22393	148.75
			INV: 22394	79.75
			INV: 22395	49.75
			INV: 22396	124.00
			INV: 22397	28.00
		AMERICAN HERITAGE LIFE	SHELTER	53.60
		DELTA DENTAL	SHELTER	19.36
			SHELTER	19.36
		DELTA VISION	SHELTER	5.86
			SHELTER	5.86
		EFTPS	FICA W/H	171.47
			FICA W/H	127.57
			FICA W/H	164.73
			MEDICARE W/H	40.10
			MEDICARE W/H	29.84
			MEDICARE W/H	38.52
		WEX FLEET UNIVERSAL	INV:77287947	401.67
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	SHELTER	382.50
		YIG ADMINISTRATION	SHELTER	7.49
			SHELTER	7.49
			SHELTER	7.49
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	32.38
		VISA	VISA	129.34
			VISA	23.08
			TOTAL:	3,597.57
NON-DEPARTMENTAL	STREET FUND	SANITATION FUND	SANITATION FUND	50,000.00
			TOTAL:	50,000.00
STREET DEPT	STREET FUND	CAPITAL ONE	CAPITAL ONE	739.79
		QUILL CORP	INV: 15151976 - SPLIT (2)	791.99
		HAWKS USED CARS & AUTO	INV: 91283	344.30
			INV: 90995	377.30
			INV: 91005	33.00
			INV: 91051	16.50
			INV: 90246	164.45
			INV: 91712	167.70
		HRdirect	INV: 11099275	93.49
		KENNEMORE HOME	INV: 140460	7.48
			INV: 140365	102.81
		LEGAL SHIELD	OPAR	108.60
		AMERICAN HERITAGE LIFE	STREET	110.16
		AUTOZONE	INV: 2396995569	3.72
			INV: 2396998464	10.10
			STREET CREDIT	14.29
			INV: 2396006168	33.43
		RITTER COMMUNICATIONS	INV: 102249464	114.21
		METLIFE GROUP BENEFITS	METSUP - STREET	172.13
		DELTA DENTAL	STREET	183.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			STREET	183.20
		APF FBO TEMPS PLUS	STREET (INV. 5245086)	4,107.95
			STREET INV: 5245321	3,334.10
			STREET INV: 5248997	3,349.50
			STREET INV: 5251602	4,169.55
			INV: 5253869	4,077.15
			SANITATION TEMP	1,151.15
			INV: 5257431	3,719.10
		GREENWAY EQUIPMENT CO	INV: 11431720	51.61
		DELTA VISION	STREET	40.14
			STREET	40.14
		EFTPS	FICA W/H	724.62
			FICA W/H	477.97
			FICA W/H	719.00
			FICA W/H	52.33
			MEDICARE W/H	169.45
			MEDICARE W/H	111.79
			MEDICARE W/H	168.15
			MEDICARE W/H	12.24
		PRODUCTIVITY PLUS ACCOUNT	INV: 31605	10.89
			INV: 32110	66.86
			INV: 33423	8.16
			INV: 33497	5.45
		WEX FLEET UNIVERSAL	INV: 77325781	135.23
		ODB COMPANY	STREET INV: 7841254	1,079.30
		J & J MAINTENANCE SUPPLY	INV: 15245	274.08
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	STREET	3,142.50
		YIG ADMINISTRATION	STREET	60.92
			STREET	60.92
			STREET	60.92
		CORE & MAIN	INV: P729927	99.00
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	210.47
		VISA	VISA	21.95
		NAPA AUTO PARTS	INV: 102529	113.42
			INV: 102865	294.67
			INV: 102902	81.21
			INV: 103336	115.68
		ENVIRONMENTAL PRODUCTS GROUP	INV: T01208	495.51
			INV: T01211	1,295.31
		TREDROC TIRE SERVICES	STREET: 7640003038	548.58
			STREET: 7640003017	389.59
		BILLY CARR	BILLY CARR	525.00
			TOTAL:	39,314.83
NON-DEPARTMENTAL	SANITATION FUND	BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	3,762.49
			BANCORPSOUTH EQUIP FINANCE	1,766.00
			BANCORPSOUTH EQUIP FINANCE	3,762.49
			BANCORPSOUTH EQUIP FINANCE	1,766.00
			TOTAL:	11,056.98
SANITATION	SANITATION FUND	HAWKS USED CARS & AUTO	INV: 91327	304.70
			INV: 91332	152.35
		LEGAL SHIELD	SANITATION (NEEDS A 640 AC	51.80
		AMERICAN HERITAGE LIFE	SANITATION	80.84
			SANITATION	21.60
		CITIZENS FIDELITY INS	1/7/22 SANIT	23.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RITTER COMMUNICATIONS	INV: 102249464	114.21
		PROTECTIVE LIFE AGENT FOR	SANIT (SLAUGHTER)	10.00
		DELTA DENTAL	SANITATION	204.06
			SANITATION	204.06
		APF FBO TEMPS PLUS	SANIT (INV. 5245086)	1,232.00
			SANIT INV: 5245321	1,232.00
			SANIT INV: 5248997	1,778.70
			SANIT INV: 5251602	1,278.20
			INV: 5253869	985.60
			STREET TEMP	3,726.80
			INV: 5257431	1,070.30
		BANCORPSOUTH EQUIP FINANCE	BANCORPSOUTH EQUIP FINANCE	560.80
			BANCORPSOUTH EQUIP FINANCE	405.67
			BANCORPSOUTH EQUIP FINANCE	560.80
			BANCORPSOUTH EQUIP FINANCE	405.67
		DELTA VISION	SANITATION	50.56
			SANITATION	50.56
		EFTPS	FICA W/H	647.21
			FICA W/H	496.29
			FICA W/H	640.78
			MEDICARE W/H	151.36
			MEDICARE W/H	116.07
			MEDICARE W/H	149.86
		PRODUCTIVITY PLUS ACCOUNT	INV: 33343	110.36
		WEX FLEET UNIVERSAL	INV: 77341835	139.87
		J & J MAINTENANCE SUPPLY	INV: 15245	274.08
		MUNICIPAL HEALTH BENEFIT FUND PREMIUM	SANIT	2,760.00
		YIG ADMINISTRATION	SANITATION	44.94
			SANITATION	44.94
			SANITATION	44.94
		VERIZON NETWORK FLEET, INC.	VERIZON NETWORK FLEET, INC	97.14
		VISA	VISA	21.95
		REVOLUTION MATERIALS (IN) LLC	INV: 34159-JAD - SECOND OR	43,439.76
			TOTAL:	63,684.30
PEST CONTROL FUND	SANITATION FUND	VECTOR DISEASE CONTROL	DEC. 2021 MONTHLY PAYMENT	7,875.50
			TOTAL:	7,875.50
AIRPORT	AIRPORT FUND	RITTER COMMUNICATIONS	AIRPORT INV: 300795785	97.32
			AIRPORT INV: 300785463 (LA	4.05
			INV: 300802795	4.05
			INV: 300802983	97.27
		YIG ADMINISTRATION	AIRPORT	14.98
			AIRPORT	14.98
			AIRPORT	14.98
			TOTAL:	247.63
NON-DEPARTMENTAL	FIREMEN'S PENSION	CITY GENERAL FUND	HEALTH INSURANCE FIRE PENS	19.40
			HEART STROKE FIRE PENSION	100.44
			LIFE INSURANCE-FIRE PENSIO	18.96
			DENTAL FIRE PENSION	164.18
			VISION FIRE PENSION	45.16
		EFTPS	FEDERAL W/H	1,392.00
			TOTAL:	1,740.14

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

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===== FUND TOTALS =====
01  OSCEOLA LIGHT & POWER      1,751,557.05
02  CITY GENERAL FUND          897,724.43
03  STREET FUND                 89,314.83
04  SANITATION FUND            82,616.78
05  AIRPORT FUND                247.63
07  FIREMEN'S PENSION FUND     1,740.14
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                                GRAND TOTAL:    2,823,200.86
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TOTAL PAGES: 19

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Osceola
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 1/01/2022 THRU 1/31/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Osceola Community Center

Director: Michael Ephlin

February 2022 Report

- Community Center
- Girl Scouts
- OPAR Spring & Summer Sport: Softball & Baseball
- San Souci Park Update
- OPAR Winter Sports; Youth Boys and Girls Basketball
- Master Plan: Water Park

Community Center

New Year and the same busy community center. Dance 2 Fit is back going strong at the on Monday and Thursday nights. The Delta School is continuing with their busy basketball season. It is great to have them at our center. With the addition of our OPAR Youth Basketball Program, it is super busy at our center. We also have our Tip Tap Toes Dance program meeting on Tuesday and Wednesday nights. It is a busy time at our center. We have set up two pickle ball courts inside our little gym. This will be a great addition to our community center and will drive memberships.

Girl Scouts

On Tuesday February 15th, I met with the Northeast Arkansas rep for the girl scouts organization. She is interested in getting girl scouts started back in Osceola. She also had a meeting with several people who is interested in volunteering. She is going to schedule another meeting in the near future with hopes of getting this thing of the ground.

OPAR Spring & Summer Sport: Youth Softball & Baseball

OPAR has started signing up for our spring and summer sport, Youth softball and baseball. This is our biggest sport and one we look forward to every year. Registrations end on Friday March 4th. We can't wait to get started!!!!

San Souci Park Update

Our OPAR crew got out and cut most of the brush that is on the bank side of the park. We will then spray it with a chemical provided by the game and fish commission to prevent it from coming back so strong. We also have the sign ordered for the Jim Brown Memorial. We should have it by the middle of February. We will schedule a dedication at a later date.

OPAR Winter Sports; Youth Boys and Girls Basketball

OPAR Youth Boys and Girls Basketball kicked off on Monday January 3rd to a great turnout. We have more kids playing this year than in previous years. A total of 22 teams both boys and girls totaling around 170 kids playing our winter sport. We play on Monday, Tuesday and Thursday nights, 3 games a night in both gyms. The season will conclude on Thursday February 17th. What a season for OPAR Youth Basketball. I appreciate all the coaches, they are the ones who make the magic happen. I also appreciate the parents for letting their kids play with OPAR, it has been so fun!!!!

Master Plan: Water Park

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

“Great Things Are Happening At Osceola Parks And Recreation, Come

District Court Autofund

January 2022 Report

From: Catherine Dean (

To: " "

Cc:

Date: Tuesday, February 8, 2022, 08:26 PM CST

Dear Mayor:

Attached please find a scanned copy of the reconciliation report, transaction report and excel sheet running collections balance for the district court automation fund. Remember, the automation fund bank account includes BOTH city and county collections, while the excel sheet includes ONLY the city figures. I have scanned these three reports into one ".pdf" file (it was easier for me), but if this does not work for you please let me know and I will re-scan them separately.

I noticed the numbers going down, particularly in January, but note that the numbers of warrants issued and/or served were HALF, or even LESS than half, than they were in any month in 2021. Either we are making a dent in crime, or we were ALL short-handed (as you know, we had 6 people out (2 bailiffs, 3 clerks and a deputy prosecutor) with covid in district court). And I do not know the shortage at the police department.

We have launched a Facebook page so people can check their court dates and I post every week whenever someone missed their court date; and we are in the process of launching a website that will do the same, but hopefully, in the future, will also enable us to collect fines/costs directly online like the "big boys" in Craighead and Crittenden. (If there are announcements you want to make, please send them to me and will be glad to link to them through the district court pages as I have watched other district courts do). For example: when we were meeting for National Night Out – we could have taken pics and posted them on our pages. If we have a canned goods drive – I will be posting those on the pages, etc. Need to put some "good news" on what would otherwise be a dreary page.

Also, we are planning some upcoming events like "turn yourself in Tuesday" and/or "FTA Forgiveness" and/or "Amnesty Day" so that people who want to get back on a payment plan do not have to be afraid of getting arrested to do do.

We continue to work with ANC and community service for those who want to further their education, receive some job skills, work their fines off, or shorten their sentences.

I do believe that Blytheville is going to try to pull off what Osceola just did – with a sealing clinic. They have asked me to meet with them next week to explain how we did it.

Sincerely,

Catherine P. Dean

State District Court Judge

Osceola District, Mississippi County, AR



January 2022 transaction - reconciliation - running collections.pdf

1.1MB

Transaction - Last month

1/1/2022 through 1/31/2022

2/8/2022

Date	Account Num	Description	Memo	Category	Tax Item	Clr	Amount
BALANCE 12/31/2021							47,731.82
1/6/2022	District Co...	DEP Osceola District Court City Dec 2021		Deposit		R	1,103.67
1/6/2022	District Co...	DEP Osceola District Court Co through 12/27/21		Deposit		R	42.50
1/6/2022	District Co...	DEP Osceola District Court Co through 12/28/21		Deposit		R	25.00
1/6/2022	District Co...	DEP Osceola District Court Co through 1/5/2022		Deposit		R	75.00
1/6/2022	District Co...	DEP Osceola District Court Co 1-13-22		Deposit		R	192.50
1/6/2022	District Co...	DEP Osceola District Court Co 1-18-22		Deposit		R	68.75
1/18/2022	District Co...	1006Logan Consulting Gr...District Court Faceb...		General Public ...		R	150.00
1/19/2022	District Co...	1007Logan Consulting Gr...Website Design		General Public ...		R	175.00
1/21/2022	District Co...	1008Logan Consulting Gr...Website Design		General Public ...		R	200.00
1/1/2022 - 1/31/2022							1,132.42
BALANCE 1/31/2022							48,864.24
TOTAL INFLOWS							1,507.42
TOTAL OUTFLOWS							375.00
NET TOTAL							1,132.42

January 2022

Reconciliation Report

District Court Automation Fund
2/8/2022

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			47,731.82
Checks and Payments	3	Items	
Deposits and Other Credits	6	Items	1,507.42
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			48,864.24

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			48,864.24
Checks and Payments	0	Items	0.00
Deposits and Other Credits	1	Item	631.12
Register Balance as of 2/9/2022:			49,495.36
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			49,495.36

Reconciliation Report

District Court Automation Fund
2/8/2022

Page 2

Uncleared Transaction Detail up to 2/9/2022

Date	Num	Payee	Memo	Category	Clr	Amount
Uncleared Checks and Payments						
Total Uncleared Checks and Payments					0	Items 0.00
Uncleared Deposits and Other Credits						
2/9/2022	DEP	Osceola District Court	City Jan 2022	Deposit	---	631.12
Total Uncleared Deposits and Other Credits					1	Item 631.12
Total Uncleared Transactions					1	Item 631.12

Month	Total Revenue Time Pay/Bonds/Jail Fees	Time Pay Finance Charge (\$10 per month)	District Court Automation Fund (25% of Time Pay Finance Charges)	Running Balance Beginning 1/1/2020
Jan-20	\$19,391.00	\$4,053.00	\$1,013.25	\$1,013.25
Feb-20	\$19,558.11	\$4,450.00	\$1,112.50	\$2,125.75
Mar-20	\$31,874.19	\$9,674.36	\$2,418.59	\$4,544.34
Apr-20	\$21,558.59	\$6,687.50	\$1,671.88	\$6,216.22
May-20	\$14,283.39	\$5,022.59	\$1,255.65	\$7,471.86
Jun-20	\$25,697.30	\$5,053.40	\$1,263.35	\$8,735.21
Jul-20	\$23,699.30	\$4,849.32	\$1,212.33	\$9,947.54
Aug-20	\$31,776.20	\$5,895.43	\$1,473.86	\$11,421.40
Sep-20	\$24,197.73	\$6,274.35	\$1,568.59	\$12,989.99
Oct-20	\$32,369.10	\$3,203.15	\$800.79	\$13,790.78
Nov-20	\$19,962.34	\$3,838.00	\$959.50	\$14,750.28
Dec-20	\$11,971.42	\$4,032.30	\$1,008.08	\$15,758.35
Total 2020	\$276,338.67	\$63,033.40	\$15,758.35	
Jan-21	\$28,926.62	\$7,246.15	\$1,811.54	\$17,569.89
Feb-21	\$42,137.22	\$8,110.89	\$2,027.72	\$19,597.61
Mar-21	\$55,582.01	\$12,613.77	\$3,153.44	\$22,751.05
Apr-21	\$76,753.14	\$22,162.21	\$5,540.55	\$28,291.61
May-21	\$42,550.62	\$8,653.98	\$2,163.50	\$30,455.10
Jun-21	\$41,346.05	\$9,259.18	\$2,314.80	\$32,769.90
Jul-21	\$23,694.45	\$6,342.58	\$1,585.65	\$34,355.54
Aug-21	\$39,348.62	\$6,097.88	\$1,524.47	\$35,880.01
Sep-21	\$36,171.00	\$7,858.28	\$1,964.57	\$37,844.58
Oct-21	\$26,881.24	\$4,645.09	\$1,161.27	\$39,005.85
Nov-21	\$31,153.36	\$5,087.92	\$1,271.98	\$40,277.83
Dec-21	\$24,703.75	\$4,414.67	\$1,103.67	\$41,381.50
Total 2021	\$469,248.08	\$102,492.60	\$25,623.15	
Jan-22	\$19,584.67	\$2,524.45	\$631.11	\$42,012.61

February 2022

New Osceola Planning Commission members

- 1) Tony Maynard by Gary Cooper
- 2) Mayburn Walker by Tyler Dunegan
- 3) Sally Parks by Stan Williams
- 4) CD Heaton by Sandra Brand
- 5) Madeline White Portier by Linda Watson
- 6) Ashley Douglas by Greg Baker
- 7) Ralph Wilson by Sally Wilson
- 8) Council member Tyler Dunegan
- 9) Council member Linda Watson

City of Osceola - Grant Invoice - 02.06.2022

From: Billie Ann Askue (ba@lpinsurance.com)
To: sallylongowilson@yahoo.com
Cc: gary@heugelenterprises.com
Date: Tuesday, February 8, 2022, 07:04 PM CST

Good Afternoon Mayor Wilson,

Please find attached the Invoice for the fourth installment of the Incentive Grant Agreement. Based on data through January 31, 2022:

- For the period of 2.1.2021 – 1.31.2022 – We have had a total of 22,771.21 paid employee hours. Our average for this period 437.91 hours per week which equates to an average of 14.60 full-time equivalent based on the Federal standard that employees that work more than 30 hours are considered full-time. Based on 40 hours we are averaging 10.95.
- Our utility bills have been paid up to date. We have paid a total of \$34,080.00.
- All Payroll taxes (State & Federal) have been paid for liability months through January. February's state and federal taxes have already been scheduled for payment on their respective due dates.
- Thru 1.31.2022 we have generated gross sales of over \$770k since we opened February 1st. These sales take into account that we did not open our dining room until April and start serving alcoholic beverages until late October.
- We were approved for our wine & beer license. We have added 5 TV's to our dining room so customers can come watch sporting events, etc. We were also just notified by ABC that we can service Alcohol on Sunday's. We will be hosting a Super Bowl Watch Party this Sunday.
- We introduced a new Menu 02/01/2022 with new items including a Kids Menu.
- We are excited that out of our original crew members we have 5 that are still with us. One of those is Madison Henard and this was her first job. She is a senior at Rivercrest and now is one of our shift leaders.

We appreciate all that you and the City Council has done to welcome us and support us.

I'll be presenting our renewal proposal at the February 21st Council Meeting. I will have it to you and the Council members next week in advance.

Thank you!

Billie Ann Askue-Heugel



INVOICE

Gary's Pizza
1275 West Keiser, Osceola, AR 72370
Phone: 1-870-563-0808
Email | www.garyspizzas.com

INVOICE # Invoice No
DATE 02/06/2022

FOR City Grant

TO
Mayor Sally Wilson
Company Name: City of Osceola
P.O. Box 443
Osceola, AR 72370

Description	Amount
Grant - Fourth Installment	\$3,000
Total	\$3,000

*paid on
Feb. 15, 2022*

Make check payable to: Gary's Pizza

I would prefer to pick the check up versus it being mailed. Please email or call me at the number below once it is ready.

If you have any questions concerning this invoice, contact Billie Ann Heugel | 501-940-9052

Thank you so much!

Billie Ann Heugel

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING PURCHASE OF TWO THOUSAND SEVENTY (2,070) WATER METER TRANSMISSION UNITS, MTUs FROM ACLARA FOR \$124.98 EACH

WHEREAS, the City of Osceola Water Department has found that another 2,070 water meter transmission unit, MTU Series 3450 are needed for the City's AMI, Advanced Metering Infrastructure system upgrade; and

WHEREAS, the City published a competitive ad in the Arkansas Democrat Gazette and Aclara submitted the only quote; and

WHEREAS, the Aclara quote is attached and its total is \$258,708.60 units at a price of \$124.98 each; and

WHEREAS, in April 2021, the City purchased 300 of these same model units at this same unit price from Aclara; and

WHEREAS, the Osceola City Council has already approved the AMI system contract and its components; and

WHEREAS, the City wishes to pay for these units out of its ARPA funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the Mayor is hereby authorized to purchase two thousand seventy (2,070) of these meters for the quoted amount.

PASSED AND APPROVED THIS 21st DAY OF FEBRUARY, 2022.

Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk





Quotation

Quote #: Q-21594-1
Created Date: 1/20/2022 11:58 AM
Expiration Date: 3/21/2022

Aclara
77 West Port Plaza, Suite 500
St. Louis, MO 63146
US
Phone: (800) 297-2728

Bill To
Philip Adcock
Osceola, City of (AR)
303 West Hale
P.O.Box 443
Osceola, AR 72370
US
8705636105
philip.adcock@osceolalightandpower.com

End Customer
Osceola, City of (AR)

Table with 4 columns: Prepared By, Phone, EMAIL, PAYMENT METHOD. Row 1: Terry Baker, (314) 895-7239, tbaker@aclara.com, Net 30

Water MTUs

Table with 5 columns: Product Description, Part No., Qty, Net Unit Price, Extended Price. Row 1: Series 3450 Water MTU: Encoder with alarms, Single Port, Extended Range, 3' Nicor Connector Cable, 3451-103-XBW, 2,070, USD 124.98, USD 258,708.60

Table with 2 columns: Sub-Total, USD 258,708.60

Table with 2 columns: Total, USD 258,708.60

Notes

TERMS & CONDITIONS

General Note:

This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and certain services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

1. **ADDITIONAL TERMS:**
Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
2. This quotation is based upon receipt and acceptance of an order by the earlier of the Expiration Date in the upper right or 60-days after the Proposal Date contained herein.
3. Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will arrange freight on Buyer's behalf.
4. Buyer shall pay Seller's standard Material Handling charges.
5. Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
6. Total Extended price shown excludes any applicable Sales Tax.
7. **IF BUYER ACCEPTS THIS QUOTE AND WILL ISSUE ACLARA A SEPARATE PURCHASE ORDER BASED THEREON, DO NOT RETURN A SIGNED COPY OF THIS QUOTE**
. RETURNING BOTH A SIGNED QUOTE AND SEPARATE PURCHASE ORDER WILL RESULT IN THE BUYER BEING BILLED FOR TWO ORDERS.

To place an order, please send a signed copy of your Purchase Order referencing this quotation to

AclaraOrders@hubbell.com

or simply reply to your sales rep via email with the fully executed PO attached.

If there is no Purchase Order, enter N/A in PO Number, your signature, and your Ship To Street Address (P.O. Box not allowed) to acknowledge that this quote form will be used in lieu of PO.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

PO Number *: _____

* Ship To:

Street: _____

City, State Zip: _____

* If there is no purchase order, Ship To address must be entered.

Aclara Confidential / Proprietary Information

*Seller's above quote is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <http://www.aclara.com/terms-and-conditions/> . By issuing a Purchase Order or Order to Seller based on this Quote, Buyer hereby represents and affirms that it has reviewed and assents to these terms and conditions. **ADDITIONAL TERMS CONTAINED ON ANY PURCHASE ORDER ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY ACLARA (SELLER) and BUYER.***

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING PURCHASE OF WATER DEPARTMENT EQUIPMENT

WHEREAS, the City of Osceola, acting by and through its City Council, has found that the Osceola Water Department is in need of equipment; and

WHEREAS, the City published a competitive bid ad in the local paper; and

WHEREAS, a quote from Core & Main for \$20,266.41 was the only quote received and this quote is attached; and

WHEREAS, this amount is included in the 2022 approved budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the Mayor is hereby authorized to purchase water department equipment from Core & Main.

PASSED AND APPROVED THIS 21ST DAY OF FEBRAURY, 2022.

Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk

Run Date: 1/06/22

Quote



Customer #	213043
Order #	Q189477
Date Ordered	01/06/22
Job #	
Job Name	
Purchase Order #	2022 ANNUAL QUOTE
Method of Shipment	SHIPPED
Contract Order #	0000000
Ordered By	TIM JONES
Ship Via	DUSTIN B

Sold To:
OSCEOLA, CITY OF
STK-ARKANSAS
PO BOX 443
OSCEOLA, AR 72370-0443

Ship To:
OSCEOLA, CITY OF
303 WEST HALE
OSCEOLA, AR 72370

Branch:
NORTH LITTLE ROCK AR
Branch - 569
3209 Hwy 161
N Little Rock, AR 72117 3045
Phone: 501-945-8177

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	3907C8433NL	C84-33NL 3/4 MIPXPJ NO LEAD	40			21.77000	EA	870.80
	3910C4444NL	C44-44NL 1" NO LEAD CPLG PJCTS	20			29.93000	EA	598.60
	4607VB427WNL	VB42-7WNL 5/8X3/4 RESETER (NO LEAD)	5			134.57000	EA	672.85
	34204FGLF	0818-20NL 2 BRASS GV NRS FIPTXFIPT NO LEAD	15			34.35000	EA	515.25
	4607VB727WR4133NL	VB72-7WR4133NL 5/8X3/4 SETTER W/BALL ANGLE 3/4 PJXDP (LOW LEAD)	12			143.30000	EA	1719.60
	390710C4434NL	C44-34NL 3/4X1 PJCTS COUPLING NO LEAD	15			30.39000	EA	455.85
	4407C38232NL	C38-23-2-NL 5/8X3/4 MTR CPLG NO LEAD	15			14.49000	EA	217.35
	4407C38233NL	C38-23-3-NL 5/8X3/4X3 MTR CPLG NO LEAD	15			17.35000	EA	260.25
	72244010506000	244-010506-000 3/4X6 REP CLP FULL CIRCLE 1.05 OD	20			65.15000	EA	1303.00
	72244010503000	244-010503-000 3/4X3 REP CLP FULL CIRCLE 1.05 OD	20			31.35000	EA	627.00
	74411023801003	411-023801-003 2X5 CPLG EPXY GALV B&N 2.38 OD	16			52.37000	EA	837.92
	3910T444444NL	1" T444-444NL CTS TEE NO LEAD	15			65.48000	EA	982.20
	72244013206000	244-013206-000 1X6 REP CLP FULL CIRCLE 1.32 OD	20			65.63000	EA	1312.60
	605426M32780	2780-05 AVK HYD 3'6"B 5-1/4VO 3W 6"MJ OL 1-1/2 PENT DRY BARREL	2			1935.80000	EA	3871.60
	45MP101512	1015-12 STD MTR BOX ONLY	20			20.00000	EA	400.00
	4510154075	CARSON 10154075 BLUE MB LID W/ CIR	40			20.00000	EA	800.00
	2704CH	4 PVC SDR35 SWR CAP HUB SW SOLVENT WELD (GLUE)	20			2.85000	EA	57.00

Run Date: 1/06/22

Quote



Customer #	213043
Order #	Q189477
Date Ordered	01/06/22
Job #	
Job Name	
Purchase Order #	2022 ANNUAL QUOTE
Method of Shipment	SHIPPED
Contract Order #	0000000
Ordered By	TIM JONES
Ship Via	DUSTIN B

Sold To:
OSCEOLA, CITY OF
STK-ARKANSAS
PO BOX 443
OSCEOLA, AR 72370-0443

Ship To:
OSCEOLA, CITY OF
303 WEST HALE
OSCEOLA, AR 72370

Branch:
NORTH LITTLE ROCK AR
Branch - 569
3209 Hwy 161
N Little Rock, AR 72117 3045
Phone: 501-945-8177

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	2810061010	1006-1010 10 CONCXCI/PVC CPLG	6			32.55000	EA	195.30
	28100288	1002-88 8 CLAYXCI/PVC CPLG	6			21.00000	EA	126.00
	28100244	1002-44 4 CLAYXCI/PVC CPLG	10			7.10000	EA	71.00
	2704T04HHDWV2W	4 SCH40 DWV 2-WAY C/O TEE HXH	20			45.65000	EA	913.00
	28100644	1006-44 4 CONCXCI/PVC CPLG	14			7.55000	EA	105.70
	28105644	1056-44 4 CI/PVCXCI/PVC CPLG	15			6.10000	EA	91.50
	75MH192NS	SIGMA MH192N ARK BH240-24' EQ R +C SAN SWR	2			265.00000	EA	530.00
	04043514	4 PVC SDR35 SWR PIPE (G) 14'	112			3.47000	FT	388.64
	0907E200C5	3/4X500' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	500			.40000	FT	200.00
	0910E200C1	1X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	200			.48000	FT	96.00
	27044HH	4 PVC SDR35 SWR 45 HXH SOLVENT WELD (GLUE)	20			5.00000	EA	100.00
	27042HH	4 PVC SDR35 SWR 22-1/2 HXH SOLVENT WELD (GLUE)	20			5.25000	EA	105.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:
WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

Total Ordered:	18424.01
Tax Amount:	1842.40
Other Charges:	.00
Total:	20266.41

RESOLUTION NO. 2022-_____

A RESOLUTION EXTENDING THE INDUSTRIAL WATER LINE FOR THE US STEEL
EXPANSION

WHEREAS, the City of Osceola Water Department has a request from US Steel to extend the City's Highway 61 South water line to US Steel western property line; and

WHEREAS, this will require installing a four-inch meter service, a 220-foot carrier pipe under the Burlington Northern Sante Fe railroad tracks, a concrete vault and a 180-foot water line in an 8-inch steel encasement; and

WHEREAS, the City published competitive bid ad in the Arkansas Democrat Gazette and Jowers General Contracting submitted the only quote; and

WHEREAS, this quote is attached in the council packet and is for \$59,443; and

WHEREAS, the city plans to pay for this project out of its ARPA funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the Mayor is hereby authorized to accept this quote.

PASSED AND APPROVED THIS 21st DAY OF FEBRUARY, 2022.

Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk

.....

500 Mississippi Ave
P.O. Box 401
Blytheville, AR 72315
PH: 870-763-6277
FX: 870-763-6284

Jowers General Contracting, Inc.

February 10, 2022

BID

City of Osceola
Osceola, AR

RE: 10" Water Tap and 4" Water Tap

1. 10" Water tap, 10" valve and meter vault with meter. City to provide 10" meter Concrete vault to be 4'x5' 4' depth with access cover.	\$20,030.00
2. HWY 61 and railway bore and 4" meter service. 4" tap and 4" tapping valve. 8" steel encasement bore 180 LF. 220 LF 4" SDR-21 CI-200 PVC carrier pipe. Installation of 4" valve, 4" meter, and plastic meter box. City to provide 4" meter.	\$39,413.00
Total Bid:	\$59,443.00

.....

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING PURCHASE OF WATER METERS FOR THE WATER LINE
EXTENSION FOR THE US STEEL EXPANSION

WHEREAS, the City of Osceola Water Department has a request from US Steel to extend the City's Highway 61 South water line to US Steel's western property line; and

WHEREAS, this extension requires a 4-inch meter and a 10-inch meter; and

WHEREAS, the City published a competitive bid ad in the local paper and AV Water Technologies submitted the only quote for these meters, and

WHEREAS, this quote totals \$15,216.30 and this quote is attached in the council packet; and

WHEREAS, this amount is included in the 2022 approved budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OSCEOLA, ARKANSAS that the Mayor is hereby authorized to purchase water department equipment from AV Water Technologies.

PASSED AND APPROVED THIS 21ST DAY OF FEBRAURY, 2022.

Sally Wilson, Mayor

ATTEST:

Jessica Griffin, City Clerk



AV Water Technologies, LLC
 12332 Cutten Road
 Houston, Texas 77066
 713.898.8256

Quotation Prepared for Osceola Water Department

Prepared For: Tim Jones Water & Wastewater Superintendent P. O. BOX 443 OSCEOLA, AR 72370 tjones045@yahoo.com	Quote Date: 1/14/2022 #10455 Prepared by: Harry Wilk hwilk@avwatertech.com 713-898-8256
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AV Water Technologies, LLC - Products And/Or Services

Item	Item Description	Unit Price	Quantity	Extended Price
130-3112598	Diehl HYDRUS Ultrasonic Bulk Meter, 4 In X 9.84 In, 9D, Ext Enc, 25 Ft Nicor Connector	\$2,828.00	1	\$2,828.00
170-5005Q0091XXGYXX	Honeywell evoQ4 Replaceable Battery Electronic Mag Meter; 10 in X 17.75 in ; Gal; Sensus Protocol; 8D; Nicor; 142 lbs each	\$11,005.00	1	\$11,005.00
SubTotal :				\$13,833.00
Tax(+):				\$1,383.30
Total :				\$15,216.30

Comments: Lead time on 10" is 6-10 weeks Lead time on 4" 2-4 weeks

Project:

Terms: Net 30 Days

FOB Houston, TX or Factory

Delivery: Delivery Schedule to be mutually agreed upon.

Shipping and Handling Costs: Will be added to Invoice or invoiced separately when shipped.

Credit Card Payments: AV Water Technologies LLC now accepts all major credit cards for payment if warranted; a 4% processing fee will be added to the invoice if paid by credit card

Other Terms and Conditions: Unless otherwise agreed upon by both parties, each order processed by AV Water Technologies shall be governed by the laws of the State of Texas; AV Water Technologies, LLC and/or the Manufacturer's Terms and Conditions and/or a signed Equipment and Services Purchase Agreement.

Proposal valid for 60 days from date of Quotation

AV Water Technologies, LLC appreciates the opportunity to quote on your needs. If you have any questions or require additional information, please contact me and I will gladly assist you.

Quotation Acceptance:

Name: _____

Title: _____

AUTHORIZING RESOLUTION

RESOLUTION NUMBER: _____

WHEREAS, Osceola, Arkansas is applying to the State of Arkansas for an Arkansas Economic Development Commission Community Development Block Grant (CDBG) grant for various Osceola street repairs; and .

WHEREAS, it is necessary that certain conditions be met as part of the application requirements;and

WHEREAS, Osceola, Arkansas has conducted a public hearing as part of the application process to receive and consider comments on community development and housing needs; and

WHEREAS, as a result of the public hearing, Osceola, Arkansas has identified and prioritized the Osceola street repairs.

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

The Honorable Sally Longo Wilson, Mayor of Osceola, Arkansas is authorized to submit an Arkansas Economic Development Commission application to the State of Arkansas, on behalf of Osceola, Arkansas, and to expend funds for a project, if funded.

PASSED AND APPROVED ON THIS _____ DAY OF MARCH, 2022

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Sally Wilson

ATTEST:

By: _____

City Clerk Jessica Griffin

Resolution No. _____

City of Osceola, Arkansas

A resolution recognizing the need for suitable and affordable housing for purchase by low and very low-income families to promote home ownership.

Whereas, the city of Osceola has limited housing stock for all income brackets and housing development has been non-existent; and

Whereas, currently there is no home ownership program in place within the city limits of Osceola and Mississippi County to assist low and very low-income families to transition from home renters to home owners by facilitating construction and preferable financing of new homes; and

Whereas, the City of Osceola has identified three key target areas for the housing development needs regarding current and future residents of Osceola.

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

Section 1: The City Council of Osceola has hereby authorized the submission of a Self-Help Technical Assistance Grant application to USDA/Rural Development. The Osceola City Council further authorizes the submission of a Mutual Self-Help application to build houses over a two-year period.

Section 2: The City Council further authorizes that Mayor Sally Wilson and City Clerk Jessica Griffin be the designated signatories for the execution of Exhibit A (Grant Agreement) of this subpart (1944-I §1944.411) and Form RD 400-4 "Assurance Agreement" and all related transactions and documents.

Section 3: The Board further recognizes Mayor Sally Wilson to be the official contact person for the Mutual Self-Help Program.

Section 4: This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2022

CITY OF OSCEOLA, ARKANSAS

By: _____

Mayor Sally Wilson

ATTEST:

By: _____

City Clerk Jessica Griffin

HB - 1 -3550, APPENDIX 9
STATE:ARKANSAS

		----- A D J U S T E D I N C O M E L I M I T S -----							
P R O G R A M		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON*
MARION COUNTY, AR									
	GRANT INCOME	11350	13000	14600	16250	17550	18850	20150	21450
	VERY LOW INCOME	27050	27050	27050	27050	35750	35750	35750	35750
	LOW INCOME	43300	43300	43300	43300	57150	57150	57150	57150
	MODERATE INCOME	91900	91900	91900	91900	121300	121300	121300	121300
	38 YEAR TERM	32450	32450	32450	32450	42900	42900	42900	42900
MISSISSIPPI COUNTY, AR									
	GRANT INCOME	11350	13000	14600	16250	17550	18850	20150	21450
	VERY LOW INCOME	27050	27050	27050	27050	35750	35750	35750	35750
	LOW INCOME	43300	43300	43300	43300	57150	57150	57150	57150
	MODERATE INCOME	91900	91900	91900	91900	121300	121300	121300	121300
	38 YEAR TERM	32450	32450	32450	32450	42900	42900	42900	42900
MONROE COUNTY, AR									
	GRANT INCOME	11350	13000	14600	16250	17550	18850	20150	21450
	VERY LOW INCOME	27050	27050	27050	27050	35750	35750	35750	35750
	LOW INCOME	43300	43300	43300	43300	57150	57150	57150	57150
	MODERATE INCOME	91900	91900	91900	91900	121300	121300	121300	121300
	38 YEAR TERM	32450	32450	32450	32450	42900	42900	42900	42900
MONTGOMERY COUNTY, AR									
	GRANT INCOME	11350	13000	14600	16250	17550	18850	20150	21450
	VERY LOW INCOME	27050	27050	27050	27050	35750	35750	35750	35750
	LOW INCOME	43300	43300	43300	43300	57150	57150	57150	57150
	MODERATE INCOME	91900	91900	91900	91900	121300	121300	121300	121300
	38 YEAR TERM	32450	32450	32450	32450	42900	42900	42900	42900
NEVADA COUNTY, AR									
	GRANT INCOME	11350	13000	14600	16250	17550	18850	20150	21450
	VERY LOW INCOME	27050	27050	27050	27050	35750	35750	35750	35750
	LOW INCOME	43300	43300	43300	43300	57150	57150	57150	57150
	MODERATE INCOME	91900	91900	91900	91900	121300	121300	121300	121300
	38 YEAR TERM	32450	32450	32450	32450	42900	42900	42900	42900
NEWTON COUNTY, AR									
	GRANT INCOME	11350	13000	14600	16250	17550	18850	20150	21450
	VERY LOW INCOME	27050	27050	27050	27050	35750	35750	35750	35750
	LOW INCOME	43300	43300	43300	43300	57150	57150	57150	57150
	MODERATE INCOME	91900	91900	91900	91900	121300	121300	121300	121300
	38 YEAR TERM	32450	32450	32450	32450	42900	42900	42900	42900

* ADD 8% OF 4 PERSON LIMIT FOR EACH PERSON IN EXCESS OF 8 PERSONS
 ** MODERATE INCOME IS DEFINED AS THE GREATER OF 115% OF THE U.S. MEDIAN FAMILY INCOME OR 115% OF THE AVG. OF THE STATE-WIDE AND STATE NON-METRO MEDIAN FAMILY INCOMES OR 115/80THS OF THE AREA LOW-INCOME LIMIT

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Examples of Homes Completed by Mutual Self-help Housing program

Universal Housing Development Corporation –

https://www.facebook.com/UniversalHousing/?ref=page_internal or
<https://www.uhdhousing.org>

